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Summons.

(Issued September 19, 1925.)

THE STATE OF NEW JERSEY.

To PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN.

You are summoned to answer the annexed complaint of Daniel Ross, as Administrator *ad prosequendum* of Christina Ross, deceased, in an action at law in the Supreme Court, and take notice that unless you file your answer to the said complaint with the Clerk of the Supreme Court at Trenton, New Jersey, within twenty days after the service upon you of this writ, and the annexed complaint, the plaintiff may proceed in the suit and judgment may be entered against you.

WITNESS, Hon. William S. Gummere, Chief Justice of the Supreme Court, at Trenton, this 19th day of September, 1925.

EDWARD J. KELLEHER,
Clerk.

RICHARD J. MACKEY,
Attorney of plaintiff,
319 Arlington Avenue,
Jersey City, N. J.

Complaint.

(Filed October 5, 1925.)

NEW JERSEY SUPREME COURT.

HUDSON CIRCUIT.

DANIEL ROSS, as Administrator *ad prosequendum* of CHRISTINA ROSS, deceased,
Plaintiff,

against

PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN,
Defendants.

The plaintiff, who resides in the Town of Millmay, County of Atlantic, State of New Jersey, says:

FIRST.—That the defendant Pennsylvania Railroad Company is now and was at all times hereinafter mentioned, a foreign corporation.

SECOND.—That on or about November 8th, 1923, the defendant Calvin W. Steelman was acting as engineer of a railroad train and was in charge of a locomotive of said train which was proceeding along railroad tracks through the town of Millmay, New Jersey.

THIRD.—That on said date the said locomotive, operated by said Calvin W. Steelman, collided with and demolished an automobile containing four occupants at said town of Millmay, New Jersey.

FOURTH.—That the intestate of the plaintiff was one of the occupants of the said automobile, and

was killed when struck by the locomotive by defendant, Calvin W. Steelman.

FIFTH.—That the said automobile, at the time it was struck by the said locomotive, was at a regular railroad crossing in said town of Millmay, level with the public highway and across the same on grade.

SIXTH.—That the aforesaid collision between the said locomotive operated by defendant Calvin W. Steelman as engineer, and the automobile in which plaintiff's intestate was riding, was due entirely to the carelessness and negligence of both defendants.

SEVENTH.—That the defendant Calvin W. Steelman at all times heretofore mentioned and in the performance of all the acts hereinbefore described, was acting as agent of and was in the employ of the defendant, Pennsylvania Railroad Company, the train of which company he was driving at said time.

EIGHTH.—That the negligence of the defendants was that they did not give the statutory signal of the approach of the said train, that they did not give plaintiff's intestate her last clear chance to escape and failed to stop or slow up the train although the defendants saw the said intestate and had ample time and opportunity to avoid striking and killing her, if reasonable precaution had been exercised and that said cross over which the aforesaid train passed was not maintained in a reasonably safe and proper manner so as to afford warning to approaching vehicles of the passing train.

NINTH.—That the plaintiff is the administrator *ad prosequendum* of Christina Ross, deceased, and

Letters of Administration have been issued to her by the Surrogate of the County of Atlantic, which Letters he here and now brings into Court.

TENTH.—That the plaintiff's intestate left her surviving as next of kin a child Thomas Ross, five years of age, who has suffered pecuniary injuries because of her death.

ELEVENTH.—Plaintiff's action against the defendants was commenced within twenty-four calendar months from the date of the decease of said Christina Ross.

The plaintiff demands Twenty-five Thousand Dollars ($25,000) damages.

RICHARD J. MACKEY,
Attorney of Plaintiff.

Answer.

(Filed October 10, 1925.)

NEW JERSEY SUPREME COURT,

HUDSON CIRCUIT.

DANIEL ROSS, as Administrator *ad prosequendum* of CHRISTINA ROSS, deceased,
Plaintiff,

against

PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN,
Defendants.

} Action at Law.

Defendants The Pennsylvania Railroad Company, a corporation of Pennsylvania, and Calvin

Answer.

W. Steelman, who resides at Camden, New Jersey, say that:

FIRST DEFENCE.

They deny the truth of the matters contained in the Complaint.

SECOND DEFENCE.

Plaintiff has no legal status to have or maintain his alleged cause of action.

THIRD DEFENCE.

Plaintiff's intestate was not lawfully upon the tracks referred to in the Complaint, and was guilty of contributory negligence, and plaintiff is thereby barred from recovery for his alleged cause of action, under Section 55 of the Railroad Act of this State.

FOURTH DEFENCE.

Plaintiff's intestate was guilty of contributory negligence, in approaching and going upon, across, or over railroad tracks without stopping, or looking and listening, or taking other reasonable precautions for his safety.

FIFTH DEFENCE.

The alleged injury and death complained of resulted from the negligence of plaintiff's intestate, who approached and went upon, over, or across railroad tracks without stopping, or looking and listening, or taking other reasonable precautions for his safety.

WALL, HAIGHT, CAREY & HARTPENCE,
Attorneys for Defendants.

Reply.

(Filed November 12, 1925.)

NEW JERSEY SUPREME COURT,

HUDSON CIRCUIT.

DANIEL ROSS, as Administrator *ad prosequendum* of CHRISTINA ROSS, deceased, *Plaintiff*, *against* PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN, *Defendants.*	Action at Law.

The plaintiff, for his reply to the answer of the defendants, the Pennsylvania Railroad Company and Calvin W. Steelman, says that:

ONE.—He denies each and every allegation contained in the paragraph of the answer entitled "Second Defence."

TWO.—He denies each and every allegation contained in the paragraph of the answer entitled "Third Defence."

THREE.—He denies each and every allegation contained in the paragraph of the answer entitled "Fourth Defence."

FOUR.—He denies each and every allegation contained in the paragraph of the answer entitled "Fifth Defence."

RICHARD J. MACKEY,
Attorney for Plaintiff.

Postea.

(Filed March 15, 1928.)

NEW JERSEY SUPREME COURT,

HUDSON CIRCUIT.

DANIEL ROSS, as Administrator *ad prosequendum* of CHRISTINA ROSS, deceased,

Plaintiff,

against

PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN,

Defendants.

The above entitled case was tried before the Hon. Henry E. Ackerson, Jr., Judge, with a jury, at the Hudson Circuit, on June 11, 12, 13 and 14, 1928.

The jury found a general verdict in favor of the plaintiff Daniel Ross, as Administrator *ad prosequendum* of Christina Ross, Deceased, and against the defendants Pennsylvania Railroad Company and Calvin W. Steelman, and assessed the damages of the plaintiff in the sum of Twenty-five thousand ($25,000) Dollars.

Signed, June 15, 1928.

HENRY E. ACKERSON, JR.,
Judge.

Rule for Judgment.

(Entered June 15, 1928.)

NEW JERSEY SUPREME COURT.

DANIEL ROSS, as Administrator *ad prosequendum* of CHRISTINA ROSS, deceased, *Plaintiff*, *against* PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN, *Defendants.*	Action at Law. On Postea.

It is ordered that judgment be and hereby is entered in favor of plaintiff and against the defendants for the sum of twenty-five thousand dollars, besides costs to be taxed *nisi*.

Entered June 15, 1928.

On motion of

RICHARD J. MACKEY,
Attorney.

	$25000.00
	169.33
	$25169.33

Rule to Show Cause.

(Filed June 25, 1928.)

NEW JERSEY SUPREME COURT,

HUDSON COUNTY.

DANIEL ROSS, as Administrator *ad prosequendum* of CHRISTINA ROSS, deceased, *Plaintiff*, *against* PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN, *Defendants.*	Action at Law.

Application for this rule having been made to me, the Judge before whom the above stated cause was tried, within six days after the rendering of the verdict thereon,—

IT IS ORDERED that the above-named plaintiff show cause before the New Jersey Supreme Court, at the State House, in the City of Trenton, New Jersey, on Tuesday, October 2nd, 1928, at eleven o'clock in the forenoon, or as soon thereafter as the Court may hear the same, why the said verdict rendered in favor of the plaintiff and against the defendants on June 14th, 1928, should not be set aside and a new trial granted on the ground that said verdict is excessive, reserving to said defendants their exceptions or objections noted upon

the trial, and that meantime and until the further order of the Court execution be stayed.

Dated June 19, 1928.

HENRY E. ACKERSON, JR.,
Circuit Court Judge.

Entered June 19, 1928.

On motion of,
WALL, HAIGHT, CAREY & HARTPENCE,
Attorneys for Defendants.

(Indorsed):

State of New Jersey, }
County of Hudson, } ss.:

GROVER J. CAREY, of full age, being duly sworn on his oath deposes and says that on Friday, the 22nd day of June, 1928, he served the within Rule to Show Cause upon Richard J. Mackey, attorney for the plaintiff within named, by leaving a plain copy of same with the person in charge of his designated office at 319 Arlington Avenue, Jersey City, N. J. at about the hour of 3:30 o'clock in the afternoon.

GROVER J. CAREY.

Subscribed and sworn to before me this 22nd day of June, 1928.

CHARLES J. GORMLEY,
Master in Chancery
of New Jersey.

Reasons.

(Filed June 23, 1928.)

NEW JERSEY SUPREME COURT,

HUDSON COUNTY.

DANIEL ROSS, as Administrator *ad prosequendum* of CHRISTINA ROSS, deceased, *Plaintiff,* *against* PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN, *Defendants.*	Action at Law. On Rule to Show Cause.

And now come the defendants, The Pennsylvania Railroad Company and Calvin W. Steelman, and set down the following Reason why the verdict rendered in above-stated cause should be set aside and a new trial granted:

1. Said verdict is excessive.

WALL, HAIGHT, CAREY & HARTPENCE,
Attorneys for Defendants.

(Indorsed):

State of New Jersey, }
County of Hudson, } ss.:

GROVER J. CAREY, of full age, being duly sworn on his oath deposes and says that on Friday, the 22nd day of June, 1928, he served the within Reasons upon Richard J. Mackey, attorney for the plaintiff within named by leaving a copy of same with the person in charge of his designated office

at 319 Arlington Avenue, Jersey City, N. J. at about the hour of 3:30 in the afternoon.

GROVER J. CAREY.

Subscribed and sworn to before me this 22nd day of June, 1928.

CHARLES J. GORMLEY,
Master in Chancery
of New Jersey.

Stipulation.

(Dated March 1, 1926.)

NEW JERSEY SUPREME COURT,

HUDSON CIRCUIT.

DANIEL ROSS, as Administrator *ad prosequendum* of CHRISTINA ROSS, deceased, *Plaintiff*, *against* PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN, *Defendants.*	Action at Law.

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above entitled action that the deposition of the defendant, Calvin W. Steelman, which was heretofore taken *de bene esse* in the action now pending in the Supreme Court, brought against the above entitled defendants by Thomas Ross, an infant, by Daniel Ross, his next friend, as plaintiff, may be used upon the trial of this action and offered in evidence herein with the

same force and effect as if the said deposition was taken in the above entitled action. The filing and signing of the transcript of said deposition is hereby waived.

Dated, Jersey City, N. J., March 1, 1926.

RICHARD J. MACKEY,
Attorney of Plaintiff.

WALL, HAIGHT, CAREY & HARTPENCE,
Attorney of Defendants.

NEW JERSEY SUPREME COURT,

HUDSON COUNTY.

DANIEL ROSS, Administrator *ad prosequendum* of Christina Ross, deceased, *Plaintiff*, *v.* PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN, *Defendants.*	Before: Hon. HENRY E. ACKERSON, Jr., J., and a Jury.

Jersey City, N. J., June 11, 1928.

APPEARANCES:

RICHARD J. MACKEY, Esq., for the Plaintiff.
WALL, HAIGHT, CAREY & HARTPENCE, Esqs., by John A. Hartpence, Esq., for the Defendants.

Mr. Mackey: I would like to offer in evidence first the Letters of Administration *ad prosequendum* granted to Daniel Ross by the Surrogate of Atlantic County, on July 30, 1925.

Mr. Hartpence: No objection.

(Letters of Administration received in evidence and marked Exhibit P-1, 6/11/28.)

HATTIE ROSS, sworn.

Direct examination by Mr. Mackey:

Q. Mrs. Ross, where do you reside? A. Milmay, New Jersey.

Q. Did you reside there on November 8, 1923? A. Yes, sir.

Q. Did you know Mrs. Christina Ross? A. Yes, sir.

Q. Who was she? A. My sister-in-law.

Q. She was married to your husband's brother? A. Yes, sir.

Q. What was his name? A. Thomas Ross.

Q. Did she live near you in Milway? A. Yes, sir.

Q. Did you see her frequently there? A. Yes, sir.

Q. How long had she lived there before November 8, 1923? A. About three years and a half.

Q. And how many children did she have? A. Two.

Q. What were their names? A. Thomas, Jr., and Robert.

Q. How old was Thomas on November 8, 1923? A. Three years old.

Q. How old was the other boy, Robert? A. Eighteen months, I think.

Q. Did Mrs. Ross do all the housekeeping for the family? A. Yes, sir.

Q. And took care of these two children herself? A. Yes, sir.

Q. Had no help of any kind? A. No, sir.

Q. Did she do anything else, do you know, dur-

ing her husband's lifetime? A. Tended to the post office and sewing, and all like that.

Q. Did the sewing for the family? A. Yes, sir.

Q. Now do you know how old she was on that date, November 8, 1923? A. I think she was thirty-one.

Q. Have you brought here today the marriage certificate of Thomas Ross and his wife? A. Yes.

Q. Is this it? A. Yes.

Mr. Mackey: I offer this marriage certificate in evidence.

Mr. Hartpence: Objected to as incompetent.

The Court: Is there any doubt about them being married?

Mr. Hartpence: We will not admit it, your Honor. This lady doesn't know anything about it.

The Court: Let me see it. I suppose you will have to prove it legally. Sustain the objection.

Q. Did Thomas Ross and Christina Ross live together there in Milmay as man and wife? A. Yes, sir.

Q. Have you a photograph of Mrs. Ross? A. Yes, sir.

Q. Is this the picture? A. Yes, sir.

Q. Is that the way she looked on November 8, 1923? A. Yes, sir.

Mr. Mackey: I offer this photograph in evidence.

Mr. Hartpence: Objected to as immaterial and irrelevant.

The Court: It may be marked.

Mr. Hartpence: Exception.

(Marked Exhibit P-2, 6/11/28.)

Q. Do you know if Mrs. Ross had been engaged in any profession before her marriage? A. Yes, sir, as a trained nurse.

Q. And after her marriage she just stayed home and gave up work? A. Yes, sir.

Q. Except for her family? A. Yes, sir.

Q. Was she in good health on the 8th of November, 1923? A. Yes, sir.

Q. And you had seen her on that day? A. Yes, sir.

Q. What time? A. Half past three.

Q. Now, around five o'clock, shortly after five o'clock in the afternoon of November 8, 1923, did you see anything on the railroad? A. Yes, sir, I seen a flash of light.

Q. Where did it come from? A. From down the track.

The Court: What time was this? Where was that flash of light, near the Lombard crossing?

The Witness: Yes, sir.

Q. What were you doing at the time? A. Eating supper.

Q. And you saw it out of the window of your house? A. Yes, sir.

Q. What did you do after you saw that flash of light? A. I sat there a few minutes and then I went out and walked toward the station, and just as I got at the station the agent came out and he said to me, "I guess Tom Ross and his wife got killed"; so I walked on down toward the crossing and when I got down there I noticed it was the Pennsylvania Railroad train, a Pennsylvania train, and I went down and I got there and I couldn't go across the crossing to see them, you know, because the train was past the crossing.

Q. Did you see the train which had just left that crossing? A. Yes, sir.

Q. Where was it? A. It was down there by the crossing, you know, just standing across the crossing there.

Q. Which crossing? A. The Lombard Street crossing.

Q. The Lombard Street crossing? A. Yes.

Q. Was it standing still there? A. Yes.

Q. Did you see any name on the train? A. Yes, sir.

Q. What name? A. Pennsylvania.

Mr. Hartpence: Objected to as immaterial and irrelevant and also incompetent.

The Court: I suppose it would be until it was shown that this train had done something.

Mr. Mackey: I offer it subject to connection by subsequent witnesses.

Mr. Hartpence: Of course, our position there is, your Honor, that it might have had any name on it, but that that does not prove anything; and I object on the ground it does not mean anything, and is incompetent evidence to prove the operation and control of the train.

The Court: You do not object on the ground that it has not been shown that the train did not have anything to do with the accident?

Mr. Hartpence: No.

The Court: If that is the case I will receive it subject to being connected up.

Q. Did you notice the name on the locomotive or tender of that train? A. Yes, sir.

Q. What name was that? A. Pennsylvania.

Q. Did you notice how many cars were in that train? A. Five.

Q. When you got down to the Lombard Street crossing, what did you see? A. I didn't see anything; I didn't see them; the train pulled on up and I walked on up home again.

Q. Well, before you got there had the train backed down to the Lombard Street crossing? A. Yes, sir.

Q. It had been stopped up by the next crossing in front of your house? A. It had before, but I didn't see it then; it had already backed down.

The Court: Is this the only train that was in the vicinity of the station at that time?

The Witness: Yes, sir, at that time.

Q. Were you familiar with this Lombard Street crossing on November 8, 1923, the physical condition of it? A. Yes, sir.

Q. Were there any gates there across the crossing? A. No, sir.

Mr. Hartpence: Objected to as immaterial and irrelevant.

The Court: I don't see how that—

Mr. Hartpence: There is no allegation—well, there is an allegation that it wasn't properly protected, but there isn't—

Mr. Mackey: Just to show the condition of the crossing.

Mr. Hartpence: Of course, if it is only to show the physical condition, but not as a basis of liability—

The Court: We can't very well determine how this case is to proceed unless we know whether there was or was not a gate there, because if there was a gate there an-

other rule might apply. I assumed that this was an unprotected crossing.

Mr. Hartpence: I have no objection to it being stated that there was no gate, but I object to it as being stated as a basis of liability.

The Court: All right, it will be received under that condition.

Q. Was there any bell there that rang—

The Court: Let us have the gates first. Did you ask about the gates?

Q. Did you say there were any gates? A. No.

Q. No gates? A. No.

Q. And there was no bell there that rang when the train passed? A. No, sir.

Mr. Hartpence: I object; same objection.

The Court: It is only admitted as to the physical situation.

Q. And there was no watchman? A. No.

Q. Did you see Christina Ross after the accident? A. Yes, sir.

Q. Where did you see her? A. In the freight house.

Q. What was her condition when you saw her? A. She was dead.

Q. And you were present at her funeral? A. Yes, sir.

Q. Who was left after her death? A. Thomas, Jr.

Q. The little boy that is here? A. Yes, sir.

Q. Is Tommy living with you at present? A. Yes, sir.

Hattie Ross, cross.

By the Court:

Q. Did I understand you to say that there was only one child at the time of her death? A. One child left; there was one that died.

Q. Which one was that? A. Robert.

Q. He is the one who was how old? A. Eighteen months. He was the one that was killed.

By Mr. Mackey:

Q. How was the father Thomas Ross after this accident? A. He was dead.

Q. And the little boy Robert was dead? A. Yes, sir.

The Court: Was the child that survived this accident Thomas Ross or Robert?

The Witness: Thomas.

The Court: And he is the one whom you a while ago said was eighteen months old.

The Witness: I didn't mean to say it. He was three years old.

The Court: He was three years old.

The Witness: Thomas is three years old.

Cross examination by Mr. Hartpence:

Q. How long, Mrs. Ross, did I understand you to say you had known Christina Ross prior to this? A. Before the accident?

Q. Yes, how long had you known her? A. About three and a half or maybe more years, since so long as she lived at Milmay. I only knowed her when she came down and paid me a visit while she was living in New York, see?

Q. You had never then seen her or visited her or Thomas Ross up until the time they moved to Milmay, had you? A. No, it is only since we have —since they lived at Milmay.

Q. Do you know where they lived before they moved to Milmay? A. They lived here in New York somewhere, but I don't know, don't really know the place, you know.

Q. Where did they live before that, do you know? A. They were out in British Columbia.

Q. They were out in British Columbia and you weren't present then at the time—at any marriage ceremony between Mr. Thomas Ross and Christina Ross? A. No.

Q. All you know then about whether or not they were married, is simply hearsay? A. Well, I take that marriage certificate as proof, and then them living together.

Q. Was Thomas Ross, Jr., the little boy here, did they bring him with them when they came? A. No, sir; he was born in New York here.

Q. Then they did bring him with them when they moved to Milmay? A. Yes, to Milmay they brought him.

Q. Were you present at the time he was born? A. No.

Q. Then you don't know when or where he was born except as a matter of hearsay, do you? A. Well, I did have his birth certificate, but I gave that—when he went out to British Columbia, you see, I gave it to the aunt, so she could have it to take him out there, and she hasn't given it back to me.

Q. And the little boy Robert, eighteen months old at the time of his death, he was born there at Milmay? A. Yes, sir.

Q. It is the same, is it not, with regard to Mrs. Ross, as on the question as to before she was married, as to whether she was a nurse? You only know that because somebody told you so? A. Well, she told me so herself.

Q. That is all the knowledge you have on that? A. Yes.

Q. And it was around five o'clock in the evening was it, that you saw that flash of light? A. Well, around that time; it might have been a little later; but it was around that time.

Q. November 8th, 1923, you say that happened? A. Yes.

Q. And how far away were you from this Lombard Street crossing at the time you say you saw the flash of light? A. Well, I don't know how far; I was in the house sitting at the table, and we all seen the flash of the light out through the window.

Q. You were in your own house? A. Yes, sir.

Q. Sitting at the table? A. Yes, sir.

Q. Sitting at your supper? A. Yes, sir.

Q. Is that right? A. Yes, sir.

Q. And your husband? A. Yes, sir.

Q. Daniel Ross was there eating supper with you? A. Yes, sir.

Q. What does your husband do? What was his business at that time? A. Section foreman on the railroad.

Q. Atlantic City Railway? A. Yes, sir.

Q. That is the line that runs through Milmay? A. Yes, sir.

Q. And he had finished his day's work and was sitting at supper? A. Yes.

Q. And you were there with him? A. Yes, sir.

Q. And you saw this flash of light? A. Yes, sir.

Q. Did you live north of the main crossing at Milmay where the station is, or south of it? A. I guess it would be more north than south.

Q. And—well, toward Philadelphia? A. Philadelphia.

Q. You lived toward Philadelphia? A. Yes, sir.

Q. Nearer to Philadelphia than the ralroad station was, didn't you? A. Yes, sir.

Q. And the Lombard Street crossing, where the accident happened, that was farther south than the station, wasn't it? A. Yes, sir.

Q. Was it at the next crossing below the station? A. It was at the next crossing below the station.

Q. Next crossing below the station. And you don't know, of course, about how many feet that was, do you? A. No, sir.

Q. Would you say you lived as far above the main crossing at the station as Lombard Street was below it? Do you catch what I mean? Was it as far from your house to the station crossing as it was from that station crossing down to your Lombard Street crossing? A. I couldn't say that.

Q. You couldn't say that? A. No, I couldn't.

Q. How long have you lived there? A. Twenty years.

Q. You saw nothing else, of course, pertaining to the accident, except you saw that flash of light? A. That is all.

Q. And then when you went out you saw these other things that you have mentioned, is that right? A. Yes, I did.

GEORGE L. AMOUROUX, sworn.

Direct examination by Mr. Mackey:

Q. Mr. Amouroux, what is your occupation? A. Engineer and surveyor.

Q. Where do you reside? A. 35 West 95th Street, New York City.

Q. Have you been down to Milmay, New Jersey, to this Lombard Street crossing.? A. I was.

Q. Did you make a survey of the crossing to show the physical conditions there? A. I did.

Q. Is this paper the survey you made? A. It is.

Mr. Mackey: I offer this survey in evidence.

By Mr. Hartpence:

Q. When did you make it, Mr. Amouroux? A. On March 6th, 1926.

Q. March 6th? A. Yes, sir.

Q. Did you know anything about the physical conditions there on November 8th, 1923? A. No, sir, I did not.

Q. You simply made this map from conditions as you found them on March 6th, 1926? A. Yes, sir.

Mr. Hartpence: It seems to me, if your Honor please, unless there is something to show that the conditions were practically the same, it does not become competent.

The Court: Do you object to it?

Mr. Hartpence: Yes, sir.

The Court: Objection sustained.

Mr. Mackey: I ask that it be marked for identification.

The Court: It may be marked for identification.

(Marked Exhibit P-3 for Identification.)

DANIEL ROSS, sworn.

Direct examination by Mr. Mackey:

Q. Were you related to the late Christina Ross? A. Yes, sir.

Q. What relation were you? A. It was my brother's wife.

Q. Were you familiar with the physical conditions of the crossing at Lombard Street in Milmay on the 8th of November, 1923? A. Yes, sir.

Q. Did those physical conditions remain the same up until March 6, 1926. A. Yes, sir.

Q. Just the same as it was in 1923? A. Yes, sir.

Mr. Mackey: I offer in evidence this exhibit marked P-3 for identification.

By Mr. Hartpence:

Q. Mr. Ross, you are testifying just as to the crossing itself, that the physical conditions remained the same there? You haven't said anything about the roads and the surrounding country all around it. Didn't that change any? A. He asked me at the crossing, if the crossing was the same.

Q. What about the roads, and woods, and growth of trees and different things like that—that is did they remain all the same? A. Well, the trees might have growed a little. The roads are the same.

The Court: Well, at this vicinity, and in the vicinity of the crossing, were the conditions practically the same in 1926 as they were at the time of this accident?

The Witness: Yes, sir, exactly the same.

Q. There is no change now? A. No.

The Court: All right.

GEORGE L. AMOUROUX, recalled.

By the Court:

Q. Is this survey you made a true and accurate survey you made of the conditions that you found there on the date mentioned? A. It is.

Q. Is the scale given on the map? A. Yes, 16 feet to the inch.

George L. Amouroux, cross.

Mr. Mackey: I now offer Exhibit P-3 for Identification in evidence.

The Court: It may be received.

(Marked P-3 in evidence, and marked Exhibit P-3 in evidence.)

Cross examination by Mr. Hartpence:

Q. Now, I want to ask you more, Mr. Amouroux, about the map marked P-3. This part here, a little below the center, as it appears on this board, is marked "Tuckahoe Road, dirt road." That was to the west of the railroad tracks, wasn't it? A. Yes, sir.

Q. And the part right on top of it, marked "Woods," that was to the east of the railroad track, wasn't it? A. Yes, sir.

Q. And these two roads that branch out from a point which is a little bit east of the railway tracks and run toward the woods, those were two open dirt roads, were they not? A. Yes, sir.

Q. Have you given their accurate and exact angles? A. Yes, sir.

Q. And with regard to the crossing itself? A. Yes, sir.

Q. The most northerly one of the two dirt roads ran almost at right angles to the railroad tracks then, didn't it? A. Yes, sir.

Q. And the southerly one from the crossing sort of curved off toward the south as it ran off towards the woods, didn't it? A. Yes.

Q. And do you recall at the time of making this map, what, if anything, intervened at the easterly side of the tracks, between the tracks and this part marked "Woods," along at the crossing, and for some distance south of the crossing? A. Open field.

Q. An open field? A. Yes, sir.

Q. Can you state from your recollection, or from your map, or both combined, how far that open field extended to the east from the tracks? A. I will have to look at the map for that.

Q. Look at the map, certainly. A. (Witness leaves stand and goes to diagram, Exhibit P-3.) 108 feet from the railroad tracks to the edge of the woods.

Q. Now, how far south would that same condition run, of the open field? A. That I couldn't say, quite a distance.

Q. So far as you could see, didn't it? A. I believe so, as I remember it.

> The Court: Then from a point 108 feet to the east of the—the most easterly railway track—there was nothing in the way of buildings, trees, or other obstructions to the view either to the north or to the south of the crossing?

A. Not for quite a ways, sir.

Q. How far away was the nearest obstruction? A. To the north I should say, 850 feet to the north there were some buildings, and to the south it was clear for a much longer distance.

Q. Will your map show, or do you know how far it was from the Lombard Street crossing northerly, to the railway station itself, the main crossing? A. To the station?

Q. To the station? A. 843 feet from the northerly side of the railroad crossing where the accident is claimed to have occurred.

Q. To the station itself? A. To the center, as I recall it, of the station house.

GEORGE KUPETZ, sworn.

Direct examination by Mr. Mackey:

Q. Mr. Kupetz, where did you live on November 8, 1923? A. Milmay, New Jersey.

Q. And near the main railroad station there? A. Yes.

Q. What business were you in? A. Store and farm.

Q. Did you know Christina Ross? A. Yes, sir.

Q. Did you know Thomas Ross? A. Yes, sir.

Q. Who was Thomas Ross? Was he related to Christina Ross? A. Yes.

Q. What was it?

Mr. Hartpence: Objected to as incompetent. All he can do is state what he saw, not what his conclusions were.

The Court: Are you related to any of these people?

The Witness: No.

The Court: I do not suppose you can prove pedigree that way.

Mr. Mackey: I withdraw it.

Q. Do you know whether Christina Ross and Thomas Ross lived together in Milmay, in November, 1923? A. Yes, sir.

Q. Did they have any children living with them? A. Two children.

Q. Robert and Thomas? A. Yes.

Q. What was Mr. Thomas Ross doing there? What was his business? A. He was a painter and kept the post office.

Q. The Postmaster there? A. Postmaster, yes.

Q. And a painter? A. Yes.

Q. Did you see him on the 8th of November, 1923? A. Yes, sir, I seen him.

Q. Did you see him before the accident at the Lombard Street crossing? A. Yes, sir.

Q. What did you see him doing? A. Well, I seen him, he go with his car towards Mrs. Kelly's.

Q. He was going down towards Mrs. Kelly's? A. Yes.

Q. Did you see him as he approached the crossing? A. I see him going across the crossing to Mrs. Kelly's, and as he came back, he go to the Lombard Street crossing.

Q. And he was going to the Lombard Street crossing? A. Yes.

The Court: Did you see this accident?
The Witness: Yes.

Q. What did you see him do as he came up to the Lombard Street crossing of the railroad? A. He stopped about ten or eleven feet from the railroad with his car and looked both sides if a train coming.

Q. Then what did he do? A. Then after when he looked up and down, you know, he started the car coming across. His car was stalled, and pretty soon train come and hit him.

Q. The train hit him? A. Yes.

Q. Did that train sound its whistle before or—

Mr. Hartpence: Objected to as leading.
The Court: Did you hear anything there at that time, and, if so, what?

Q. Did you hear anything before the train hit Mr. Ross' automobile? A. Did I hear anything?

Q. Yes. A. No, all I hear when the train hit that car.

Q. When the train hit him, that is all you heard? A. Yes, that is all I heard.

Q. Where were you standing at that time? A. Right in front of my house.

The Court: How far is your house from the Lombard Street crossing?

The Witness: About 600 feet; something like that.

Q. Was it a clear day? A. Well, it was a little cloudy about a quarter after five, or something like that. You see it was a little cloudy.

Q. But you could see down to Lombard Street? A. Oh, yes, I could see pretty good to Lombard Street.

Q. Now, after the train hit the automobile, what did you do? A. Well, I seen my wife coming home, she was coming with the cow. She said, "Hurry up, Mr. Ross get killed." So I run to Mr. Ross and as she run to the store—I had no boy home—

Q. What did you do when you got down to the Lombard Street crossing? Did you see Mr. Ross and his wife? A. Yes, I see Mr. Ross killed dead. I find his wife in a little ditch, and I find them two, and as I look up for the boy, and it is a little dark, and I hear something crying, and crossing this way more I found the little boy laying alongside the railroad and I picked this boy up and I say, "Here, I got another boy in here yet; he is alive yet." And so I took that boy in the car with me and I said, "He is alive yet." And they says, "Throw him in the car"; and I say, "No, not take him in the car."

Q. Who was that, Mr. Steelman?

Mr. Hartpence: Objected to as leading.

The Court: Who was it?

The Witness: So the lady—I don't know who she was in the car—I said, "Mrs. you take that baby; I got to go outside"—

The Court: Never mind what she said.

The Court: Did you know Mrs. Christina Ross?

The Witness: Yes.

Q. Was she there? A. She was there, yes.

Q. What was her condition? A. Well, she was killed dead.

Q. Dead. A. Dead. The baby moved a little; just a little bit the baby moved.

Cross examination by Mr. Hartpence:

Q. Now, Mr. Kupetz, your house was on the easterly side of the railroad, wasn't it? A. It was on the same side of the railroad what that man was killed.

Q. The same side where the accident happened? A. Yes.

Q. And as you stood where you said in front of your house you were right opposite the Milmay station, weren't you? A. Yes.

Q. How far back from the railroad station was your house, about? A. About 125 feet.

Q. How much? A. About 125 feet from the station, to my house where I lived.

The Court: Just a minute. Is the station at this Lombard Street crossing?

The Witness: No, Cumberland.

Q. Cumberland Road, isn't it? A. Yes.

Q. How far away is that, in your estimation,

from the Lombard Street station—the station—how many feet? A. Right in front of the station, I figure about 600 feet. Of course I don't know right. I can't read or write.

Q. I think I got a wrong impression from your testimony. You did not then live upon the road which led westerly toward this Lombard Street crossing? You did not live on that road there? A. Not on Lombard Street. I live on Cumberland Street.

Q. But you say that was about 600 feet away from this crossing? A. Yes.

Q. But not upon the road upon which you saw Mr. Thomas Ross driving? Not on that road you don't mean? A. On Lombard Street.

Q. You don't live on Lombard Street? A. No, on Cumberland.

By Mr. Hartpence:

Q. Just where were you at your house at the time you saw Thomas Ross drive along Lombard Street toward the crossing? A. Right in front of my house on Cumberland Street.

Q. Standing up or sitting down? A. Standing up, not sitting down. I take a little rest.

Q. You say it was about what time in the evening, about a quarter after five? A. About a quarter after five.

Q. About a quarter after five? A. Yes.

Q. How long had you lived there, Mr. Kupetz, before the accident? A. In Milmay?

Q. Yes. A. I lived there thirty-three years.

Q. In the same house? A. Same house.

Q. And looking south from your house where you stood toward the Lombard Street crossing where the accident happened, wasn't there a house

right across the road from your house? A. Yes, I got another house right across the street.

Q. Right across the street? A. Yes.

Q. That was right on the other side of Cumberland Road? A. On the other side of Cumberland Road, yes.

Q. On the side toward Lombard Street? A. Towards Lombard Street, yes.

Q. Wasn't that in your way when you stood there and looked toward Lombard Street? Wouldn't that other house block your view? A. It couldn't block me, it is more this way—

The Court: Indicate the one he lived in.

Q. Which way do you mean? A. You said maybe that new house blocked me up looking back, and it can't block me up because this one is more nearer.

Q. Which one was nearest to the railroad? A. The one where I lived, over the store.

Q. How much nearer was that to the railroad than the one on the other side of the street? A. 125 feet. I know that, from my house to the railroad; and the other house is about 160 feet.

Q. About 160 feet? A. Yes, to the railroad station.

The Court: Was it dark at the time of this accident?

The Witness: No, it was not dark.

Q. What date was this? What month? A. 1923.

Q. In November, November 8th? A. I can't tell. I can't read or write, you know. That is too far away, that is about five years. I was awful bad sick in bed about eight or nine weeks, when moving.

By Mr. Hartpence:

Q. You say you can't read or write? A. No.

Q. Can you hear all right? A. What?

Q. Can you hear all right? A. I can hear all right.

Q. Nothing the matter with your hearing? A. No.

Q. Do you wear eyeglasses, spectacles? A. Well, too old, you know. I can't be talking like young people any more.

Q. How old are you? A. Sixty-six.

Q. Sixty-three? A. Sixty-six.

Q. Sixty-six years old? A. Yes.

Q. How long have you worn spectacles, eyeglasses? A. What?

Q. How long have you had spectacles, eyeglasses? A. I don't know.

Q. Tell us approximately how long you have had to use the glasses? A. (No answer.)

Q. How many years ago did you get your spetacles first? A. How many what?

Q. How many years ago did you first get spectacles or glasses? A. (No answer.)

The Court: Do you wear glasses?

The Witness: No, don't wear no glasses.

Q. So you can see all right and you can hear all right? A. Yes.

Q. What kind of car was it that you saw drive along Lombard Street toward the crossing just before the crash? A. I can't tell you. I got no judgment about cars.

Q. Never mind its name. What did it look like, what did it look like? A. It looked like a Chevrolet truck, or car, I mean.

Q. It looked like a Chevrolet car, did it? A. Yes.

Q. What does a Chevrolet look like? A. I can't tell you. It had four wheels.

Q. It had four wheels,—

The Court: Did it have a top?

The Witness: Yes, it had a top.

Q. Was the top enclosed, or was it one with curtains? A. Curtains on top, and on the side he didn't have anything.

Q. It was open on the sides? A. Yes.

Q. Nothing on the side? A. Not on the side, no. Top, all right was closed, and side curtain I don't think there was any there.

Q. Now, from where you stood could you see how many people there were in the car down there at the crossing? A. How many what?

Q. Could you see how many people were in that car from where you stood as it drove along up toward the railroad? A. How many people go there?

The Court: Could you see how many people were in the car as it came along towards the railroad?

The Witness: His own family, woman, two children and himself.

Q. My question to you is, "Could you see them all there in the car from where you stood? A. Sure, I see them.

By the Court:

Q. Not could you, did you? Did you see them that day, all of them? A. I seen them that day when they go across the track on the road to Mrs.

Kelly's, and when he came back they were all in the car, and when I come there I find them all on the ground killed.

Q. Just a minute. They went up over the Cumberland Road, when you saw them first? A. Cumberland Street, you know.

Q. Now, Mr. Hartpence wanted to know when they came down if you saw them come down toward the Lombard Street crossing, did you actually see all of these people in that car? A. Yes.

By Mr. Hartpence:

Q. Where was Mr. Ross sitting? On which side of the car was he sitting, and on which seat as his car went up toward the Lombard Street crossing? A. On the right side.

Q. On the right side of the car? A. Yes, sir.

Q. Where was Mrs. Ross sitting? A. Mrs. Ross sat on the right side and Mr. Ross sat on the left side, driving the car.

Q. Mrs. Ross sat on the right side? A. Yes.

Q. And Mr. Ross sat where? A. On the left side.

Q. On the left side? A. Yes.

Q. Where was the little boy Thomas? A. Sat between them.

Q. He sat between them? A. Sure.

Q. Where was the little baby Robert? A. Got him on her arm.

Q. Where? A. Right on her arm.

The Court: In her arms?
The Witness: Yes.

Q. You say that all four sat on the front seat, did they? A. Yes.

Q. And you say you could see them there from where you stood, is that right? A. Yes, sir.

Q. And what did you see Mr. Ross do when he drove up toward the crossing? A. What he was doing?

Q. What did you say you saw Mr. Ross doing when he drove the car up to the Lombard Street crossing just before the accident? A. I don't know what he do. He just go down towards Mrs. Kelly's. I seen he had some baskets on his car, and I don't know what he got in them; and he go down by Mrs. Kelly's after a while, and so he turned around and come by Lombard Street.

Q. Now as he drove his car up toward the Lombard Street crossing to go over, what did you see the car do, and what did you see him do, just before the accident, just before the crash? A. Well, when he came from Mrs. Kelly's he turned from Tuckahoe Road to Lombard Street crossing.

Q. And which road did he take, the lower road or the upper road? A. The lower road on this side of what I live, because—

Q. Did he come around off the Tuckahoe Road or the road that curves in toward the railroad or the one that comes straight? A. He go through Lombard Street crossing and alongside station, and he turned to Tuckahoe Road and go right straight to Mrs. Kelly's.

Q. That is when he went down. I am talking about when he came back. When he turned off the Tuckahoe Road and turned toward the Lombard Street crossing which road did he take? A. Lombard Street.

Q. There are two roads there, aren't there, that run from the Tuckahoe Road? A. Tuckahoe Road—

Q. Aren't there two roads leading off of Tuckahoe Road running toward the Lombard Street

crossing? A. I don't know what you mean. I know Tuckahoe old road—

Q. Which is the Tuckahoe Road, the one over in the woods? A. I can't show you.

Q. You can't show me? A. No.

Q. Let me ask you this way, and see if we can't get it straight. Your house is about 125 feet east of the Milmay station? A. Yes.

Q. Now, keep right on going east. That is the way you said Mr. Ross first came? A. Yes.

Q. He went past your place, and of course over to the old Tuckahoe Road? A. Yes.

Q. And then he went down to Mrs. Kelly's? A. Yes.

Q. Now, on the other side of the railroad from your house? A. Yes.

Q. There is a new Tuckahoe Road, isn't there? A. Yes.

Q. That is the new Tuckahoe Road? A. Yes.

Q. Now here is what I want to get straight, if I can: You then said you saw Mr. Ross's car turn off the old Tuckahoe Road on its way back and go toward Lombard Street crossing? A. No, you go around toward Mrs. Kelly's.

Q. Yes. A. And when he done his business—I don't know what he done down there—he came back from there and he turned on Lombard Street from the crossing there.

Q. From the old Tuckahoe Road? A. From the old Tuckahoe Road, yes.

Q. Now which of the two roads did he take? A. This new road—he take new one on other side railroad because this old one closed up, and they call that old Tuckahoe Road.

Q. Aren't there two little streets or roads that branch off the old Tuckahoe Road and run toward

the railroad crossing, at the Lombard Street crossing, one a little farther south than the other? A. No.

Q. There are not? A. No.

Q. Only one? A. One one Lombard Street.

Q. Can't you cross Lombard Street crossing going toward the old Tuckahoe Road and turn to your right and take one fork of the road and turn to the left and take another fork of the road up towards your house? A. Yes.

Q. Which of those two forks of the road did Mr. Ross drive out over up towards the old Tuckahoe road when you saw him, the one nearest to your house, or the one farthest away? A. Tuckahoe Road come from my house and right in front of my house where I live, and the old Tuckahoe Road, and when railroad company closes up crossing there they call new Tuckahoe Road.

Q. You know where Lombard Street is? A. Yes.

Q. They closed the road toward Cumberland Street? A. Yes.

Q When you cross the Lombard Street crossing, and go up towards the old Tuckahoe Road, up towards the woods— A. Yes.

Q. Doesn't it turn to the right with one fork and turn to the left with another? A. Yes.

Q. Which of those two forks of the road did Mr. Ross take when he drove out over the old Tuckahoe Road, when he drove out of the old Tuckahoe Road to cross the Lombard Street crossing? A. When he came from Mrs. Kelly's he turned on the left.

Q. On the left? A. On the left he go to Lombard Street crossing.

Q. So he took the lower of the two forks of the road? A. Yes.

Q. And he went toward the Lombard Street crossing? A. Yes.

Q. And he was on the left hand side of the car, you say? A. Yes.

Q. What did you see his car do when he came up to the crossing at Lombard Street just before the crash? A. He come about ten or twelve feet and he stopped.

Q. Yes. A. And he must have been looking for a train.

Q. He must have been looking? A. Yes.

Q. You didn't see him look, did you? A. Why not?

Q. Did you? A. That was what he was looking for.

Q. How do you know what he was looking for? Could you see him? A. Yes.

Q. Did you see him turn his head back and forth as he sat there in the car? A. No, he wasn't too close in the car. I know when he drive a car anybody he look both sides.

Q. And that is all you know about it, isn't it? A. Yes.

Q. You think he must have looked, isn't that right? A. Yes.

Q. But you wouldn't actually say that you saw him from where you were turning his head? A. But every body driving a car would do that pretty near.

Q. I am asking you whether you could see him turn his head from left to right in that car that night where you stood when you saw him? Could you actually see him moving his head back and forth and looking down the track? A. Sure, he must have been looking.

George Kupetz, cross.

By the Court:

Q. Did you see him do it? Did you or did you not? A. No, I don't see him do it, only I see the car stop right in the front wheel about ten or twelve feet. I see him stop the car and then he started the car up, and when he come in middle of track that car stall and train come in something like a minute—and knock him down.

Q. How long was it between the time when the car first stalled and when the engine first struck the car? A. About two minutes.

By Mr. Hartpence:

Q. About two minutes. Then the automobile was stalled on the tracks before the train hit it, is that right? A. Yes.

Q. Where was the train when you saw it? A. The train?

Q. The train that struck this automobile, where was that when you first saw the train? A. When I first saw the train?

Q. Did you see the train that hit the automobile? A. Sure, I seen it. The train was something about the tool house.

Q. The tool house? A. Yes, that factory there.

Q. When you first saw the train it was about at the tool house, was it? A. Yes.

Q. That tool house is on the opposite side of the track from your house, isn't it? A. Yes.

Q. On the other side of the tracks? A. Yes.

By the Court:

Q. Now, what do I understand from what you have said about whether you did or did not see the driver of this automobile, Mr. Ross, that night, at the time he stopped ten or eleven feet from the

railroad, look up and down? Did you see him or didn't you see him? A. No, I no see him; I only just think myself he look there, because I know it is too close in the car because I see when the train hit the car—

By Mr. Hartpence:

Q. Did you see what Mrs. Ross did as she sat there on the front seat when he stopped the car ten or twelve feet from the railroad? Did you see Mrs. Ross do anything? A. I didn't see Mrs. Ross do anything. I know Mrs. Ross when she passed my house she sat on the right-hand side and the child was on her arm and the boy sat between them.

Q. My question is what you saw when they had been to Mrs. Kelly's and were coming back and were just about to cross the Lombard Street crossing. You say the car stopped about ten or twelve feet before it got to the railroad crossing. That is right, isn't it? A. Yes.

Q. Now, what did you see Mr. Ross do then, if anything? A. He sat in the car.

Q. Did you see her look up and down the track? A. No, I can't tell you whether she looked up and down or not.

Q. You couldn't tell? A. Only I know she was in the car.

Q. You know she was in the car? A. Yes.

Q. This tool house you have referred to, about how far below the Lombard Street crossing is that? A. I couldn't tell you.

Q. It isn't as far below that crossing as your house is above it, is it? A. No, not so far.

Q. And you say the train when you first saw it was up about the tool house? A. Yes.

Q. It would only take about two seconds, wouldn't it, to go from the tool house to the crossing, going at the rate you said it was going?

Mr. Mackey: He didn't say it was going at any rate.

Mr. Hartpence: He said it was going just like a minute.

Q. How fast was the train going, do you know? A. I can't tell you. I am no engineer; I don't know how trains run.

Q. You have seen them go through there before? A. Yes.

Q. That was a regular train that went through there every night? A. Yes.

Q. Just about the same time it went through there this evening, didn't it? A. Yes.

Q. How far would it take a train—how long would it take a train travelling as that train usually travelled, to go from the tool house to the Lombard Street crossing? A. (No answer.)

Q. It wouldn't take long, would it? A. No.

Q. Now, from where you stood you say you could see it, the Lombard Street crossing, without any difficulty, couldn't you? A. Yes.

Q. And you saw this train when it got to the tool house? A. Yes.

Q. Didn't you see it before it got to the tool house? Didn't you see it when it was way down the railroad tracks? A. No, I had no time to look.

Q. How was it you happened to be looking down at that Lombard Street crossing when the accident took place? A. I looked my wife coming with the cow.

Q. She wasn't coming until after the accident? A. No, but she left me home to attend to the store.

You see I can't tend to the store because I can't read or write, and when I was looking for her I seen the train coming, see?

Q. And it was just a short instant after that that the train struck the car, wasn't is? A. (No answer).

Q. I say, it was just an instant after you saw the train before it struck the car, wasn't it, just a second or two, wasn't it? A. (No answer.)

Q. Do you understand that? A. Yes.

Q. How long was it from the time you first saw the train there by the tool house and when it first struck the car? A. It looked to me that it was about two minutes.

Q. Two minutes? A. Something like that.

By the Court:

Q. How long was the car stopped ten or eleven feet away from the crossing? How long did it stop then? A. I can't tell you how long he stopped. I know he stopped about ten or twelve feet from the crossing, and after he started to come on the track there just about two minutes the train hit him, because the car was stalled and couldn't move.

By Mr. Hartpence:

Q. I would like to ask you one more question. When the automobile stalled on the track, as you say it did, what did Mrs. Ross then do, if anything? What did you see her do? A. What did Mrs. Ross do?

Q. Yes, when the automobile stalled on the track did you see Mrs. Ross do anything in the car?

Mr. Mackey: I object to that on the ground

it has already been testified he didn't see her do anything.

The Court: Can you tell us?

Mr. Hartpence: I am asking him when the automobile stalled on the track and was there for about two minutes.

The Witness: Yes.

By Mr. Hartpence:

Q. Before the train came, in that two-minute period, what did you see Mrs. Ross do, if anything? A. I can't tell you what she do in that time.

Q. What did you see her do, if anything? A. (No answer.)

Q. Did she sit right still on the seat? A. (No answer.)

Thereupon an adjournment was taken until tomorrow morning, June 12, 1928, at ten o'clock A. M.

Jersey City, N. J., June 12, 1928, trial of the case resumed pursuant to adjournment.

GEORGE KUPETZ, resumes.

Cross examination (continued) by Mr. Hartpence:

Q. Mr. Kupetz, I show you a photograph, and ask you if you recognize that? A. This is wrong.

Q. Do you know what that is there? What is it a photograph of? A. I couldn't tell you.

Q. Isn't that a photograph of your front porch and of the Cumberland Road running along there, and of your house on the other side of the street? A. Yes, I had a house on the same side right in front of the depot.

Q. Right in front of the depot? A. Yes, that is one house.

Q. Whose house is that?

Mr. Mackey: I object to the questioning about this photograph. The witness says this photograph is all wrong. It is a fake photograph.

Mr. Hartpence: I object to that. He didn't say anything of the kind.

The Court: Objection overruled.

Mr. Mackey: Exception.

Q. Can you state whose house that is over here, right across the street from your place on the Cumberland Road toward Lombard Street—whose house? A. (No answer.)

The Court: Do you recognize that house?

The Witness: That is my house, right across the street.

Q. That is your house? A. Yes.

Q. Now, can you point out on this photograph—I am asking you if you can—where it was you say you stood when you say you saw Thomas Ross' car come out and go up toward the Lombard Street crossing? A. I was between my porch and the railroad station.

Q. Between your porch and the railroad station? A. Yes.

Q. Can you point out on this picture where it was you stood. If you can't that is all there is to it? A. I can't tell you.

Mr. Hartpence: I ask that this photograph be marked for identification.

Mr. Mackey: Mark it in evidence if you want to stand back of a picture like that.

The Court: Mark it for identification. I might, to save any future embarrassment in

the course of this trial, state that I will rule on the evidence, and any comment of counsel on either side will be made by counsel to the court alone, and not made audibly in court here, else there will be a mistrial in very quick order.

(Photograph referred to marked Exhibit D-1 for Identification, June 12, 1928.)

By Mr. Hartpence:

Q. Mr. Kupetz, you remember, do you not, having your testimony taken in this court March 9, 1926, over two years ago, when you were at home sick? You remember some lawyers and a stenographer coming down there and asking you questions while you were in bed, and you gave your deposition? You recall that, don't you? A. I don't know who was there.

The Court: No. Do you remember the occasion, he asks.

The Witness: Yes, I remember people came to my house.

Q. And when the attorney representing the railroad at that time asked you where you were when you saw the automobile of Thomas Ross go up toward the Lombard Street station, don't you recall saying that you were on the porch in front of your house?

Mr. Mackey: I object to the form of the question. I submit the questions should be repeated as asked.

The Court: Sustain the objection.

Q. Don't you recall being asked this question: "Q. And you were here at the house?" and making the answer: "Me?" And the question, "Yes," and

your answer, "No, I was outside." And the question, "Whereabout?" And your answer: "On the porch?" Don't you remember those questions being asked you, and you making those answers at that time? A. No, he just puts what he likes in it.

Q. And will you say that you didn't say—make those answers to those questions that I just put to you at the time indicated? A. No, I never tell him anything like that. He put that in himself, because I was sick and couldn't talk very good.

Q. But now you say you were between your house and the railroad station, do you?

Mr. Mackey: I object to that, your Honor. He didn't say that. He said he was on the porch.

Mr. Hartpence: He just said that, if your Honor please, that he was standing between his house and the railroad station. If I am in error I can be corrected.

Q. Now, after the accident was over, after you had heard the crash, as I understand it, I understood you to say you went from where you were standing down towards the place where the accident happened, and you met your wife coming back, is that correct? A. When that train hit that car and smashed it and I go down to see who was it, well, I met my wife. She says, "Mrs. Ross got killed." So I went there and find him laying there.

Q. Didn't you, when you met your wife, when you were running down to see what happened, didn't you ask her what had happened and tell her that you thought that your cow had been hit? A. No.

Q. You never said that to your wife at that time? A. No.

Redirect examination by Mr. Mackey:

Q. How far from the porch were you when you saw Mr. Ross get hit? A. From my porch?

Q. Or were you on the porch? A. About twenty feet.

Q. Twenty feet? A. About twenty feet from the porch right on the road.

Q. Now when this examination was taken that Mr. Hartpence has read from you were lying flat on your back sick, weren't you? A. (No answer.)

Q. When the lawyers came to your house and asked you questions, how were you? Were you well or sick? A. I was sick and can't move.

Q. When you answered those questions you were in bed? A. Yes, I was laying in bed sick.

Q. Now who subpoenaed you to come here today? A. Subpoenaed me by the Pennsylvania Railroad Company. Pennsylavnia Railroad Company subpoenaed me.

Q. Pennsylvania Railroad Company subpoenaed you? A. Yes.

Recross examination by Mr. Hartpence:

Q. If we hadn't subpoenaed you you wouldn't have been here, would you? A. I wouldn't have had to come if nobody called me.

GEORGE L. AMOUROUX, recalled.

Direct examination by Mr. Mackey:

Q. Mr. Amouroux, I show you this photograph and ask you if this photograph was taken at Milmay by you at the same time you made this survey? A. Yes.

Mr. Mackey: I ask that it be marked for identification.

(Photograph marked Exhibit P-4 for Identification.)

Q. I show you this photograph. Can you tell me what that is? Have you got the legend endorsed on that photograph showing the view that it represents? A. Yes.

Q. That was put on by you? A. Yes.

Q. I show you this Photograph No. 1299, and ask you if that was taken by you at Milmay on the day that you made the survey that has been marked as an exhibit? A. Yes.

Q. And has that a legend also showing the view it represents? A. It has.

Mr. Mackey: I ask to have this marked for identification.

(Marked Exhibit P-5 for Identification.)

Q. And I show you this photograph, marked No. 1294, and ask you if that was a photograph taken on the same day that you made the survey that has been marked as an exhibit? A. It was.

Q. And the legend was put on there by you? A. Yes, sir.

Mr. Mackey: I ask that that be marked for identification.

(Marked Exhibit P-6 for Identification.)

Q. I show you this photograph, number 1296, and ask you if that was taken by you at Milmay on the same day that you made the survey that has been marked as an exhibit here? A. It was.

Mr. Mackey: I ask that that be marked for identification.

(Marked P-7 for Identification.)

Mr. Mackey: I offer all of these photographs, Exhibits P-4 to P-7 for Identification in evidence.

Mr. Hartpence: Are these the same ones you had before, Mr. Mackey?

Mr. Mackey: Yes, the numbers are on the back.

Mr. Hartpence: No objection.

(Exhibits P-4 to P-7 for Identification are received in evidence and marked respectively P-4, P-5, P-6 and P-7, in Evidence, July 12, 1928.)

Cross examination by Mr. Hartpence:

Q. I would just like to ask you, Mr. Amouroux, whether all four of these photographs which have just been offered, are photographs showing the Lombard Street crossing there at Milmay where the accident took place? Do they all show the same crossing? A. Yes, sir.

Q. In which direction do you look on P-4? Is that looking north or south from the crossing? A. Looking in a northerly direction from the car tracks.

Q. In what direction is P-7? A. Looking in a southerly direction on the car tracks.

Q. And P-5 and P-6 are looking in what direction across the tracks? A. P-6 is looking in a northwesterly direction across the tracks, showing the two crossings; P-5 is looking in a westerly direction across the tracks, showing the crossing.

Redirect examination by Mr. Mackey:

A. Now, Mr. Amouroux, when you were down there at the time you made this survey did you see Mr. Kupetz' house where he has his grocery store? A. Yes, sir.

Q. And did you also see his house directly south of it, directly across the street from it? A. Yes.

George L. Amouroux, recross.

Q. Did you stand on the porch of Mr. Kupetz' house and look toward the Lombard Street crossing? A. Yes, sir.

Q. Did that house across the street from Mr. Kupetz' house obstruct your view in any way, shape or form? A. No, sir.

Q. And is that further back from the railroad tracks than Mr. Kupetz' house? A. It is, and from the porch of the house you look at an angle toward the tracks.

Q. Now do any of those pictures show Mr. Kupetz' house and show the house that is next to it? A. It does.

Q. This picture that is marked P-4? A. Yes, P-4.

Q. Can you tell us which house there is Mr. Kupetz' house, if there is any letter on it? A. There is a letter W over it.

Q. And the house next to it? A. And I think an S also over it.

Q. You have a V? A. No, an arrow over the house. And I think an X also over it.

Q. You have there a V? A. No, it is a W and an arrow over the house.

Q. And the other house is the unmarked house that is nearer to the crossing? A. Yes, sir.

Recross examination by Mr. Hartpence:

Q. How far back from the railroad tracks at the Cumberland Road crossing would you estimate Kupetz' house to be? A. I should say around one hundred or one hundred and twenty-five feet, to the best of my recollection.

Q. And as I recall it, Mr. Amouroux, while you are here, you stated that from the Lombard Street north to the Cumberland Road crossing where the

station was located, measured 843 feet, according to the plan? A. That is to the station?

Q. Yes, to the station? A. Yes, sir.

Q. Now where is that Milmay station with relation to the Cumberland Road that crosses there and passes Mr. Kupetz' house, about how far? A. My recollection is that the station is north of the crossing.

Q. About how far, would you say, if you noticed it? A. I would hardly like to say.

Q. Isn't it almost directly opposite Mr. Kupetz' house? They are both on about the same line, aren't they? A. I should say about.

DANIEL ROSS, recalled.

Direct examination by Mr. Mackey:

Q. Mr. Ross, when Christina Ross and your brother were killed, did you examine among their effects? A. Yes, sir.

Q. And in the personal effects of Christina Ross did you find this paper that is marked "Marriage Certificate"? A. Yes, sir.

Q. Do you know whether your brother and Christina Ross were accustomed to live together there in Milmay as man and wife? A. Yes, sir.

Q. Do you know where they were married? A. In British Columbia.

Q. And you were living in Milmay at the time they were married in British Columbia? A. Yes.

Mr. Mackey: He said he found this among their effects. I would like to re-offer it in evidence.

Mr. Hartpence: I have no objection, your Honor, to the marriage certificate going in

as a document found among the effects of Mr. and Mrs. Ross, for whatever it may be worth.

The Court: It may be marked.

(Marriage Certificate received in evidence and marked Exhibit P-8, July 12, 1928.)

By the Court:

Q. How long had this woman known as Christina Ross lived with your brother, to your knowledge? A. Well, I guess four years anyhow; four or five years.

Q. And during that time did he introduce her as his wife in that vicinity, to your knowledge? A. Yes, sir.

Q. You were at the house many times of course? A. Oh, yes.

Q. And when he spoke of her how did he refer to her in the presence of others? A. As his wife.

By Mr. Mackey:

Q. They attended all of the affairs of the village together as man and wife? A. Yes, sir.

Q. They went to church together as man and wife? A. Yes, sir.

Q. They belonged to the same church as you did? A. Yes, sir.

Q. Do you know what Christina's occupation was before she was married? A. Trained nurse.

Q. Did she take care of the household for the family? A. Yes, sir.

Q. Did her own work? A. Yes, sir.

Q. Minded the children? A. Yes, sir.

Q. Made their clothes? A. Yes, sir.

Q. Do you know what education she had? A.

Well, she must have had anyhow a high school education, and the nurse course, I suppose.

Q. Was she in good health on the day of the accident? A. Yes, sir.

Q. What was the husband's business? A. He was the postmaster there—painter.

Q. Did the wife do any work around the post office? A. Yes, sir.

Q. Now, what were the physical conditions there at Milmay, on November 8, 1923; that is, was there a regular crossing there? A. Yes, sir.

Q. Were you familiar with that line of tracks there that passed in front of your house? A. Yes, sir.

Q. What is your business? A. Section foreman.

Q. What railroad do you work on? A. Atlantic City.

Q. And does the Atlantic City own the roadbed there where the Lombard crossing is? A. Yes, sir.

Q. And what section do you have charge of? I mean where does it extend from? A. It goes about a third of a mile from Milmay station to about a quarter of a mile of Risley.

Q. Is this Lombard Street crossing within your section? A. No, sir.

Q. But you go over it every day? A. Yes, sir.

Q. Now, immediately below the Lombard Street crossing is that included in your section? A. About seven hundred feet below I start.

Q. Do you know how much of a straightaway there is looking south from the Lombard Street crossing? A. You mean south of Lombard?

Q. Looking from the Lombard Street crossing down to Dorothy, how much of a straightaway is there? A. Well, between Risley—between Milmay

and Risley, from Lombard Street to Risley it is straightaway,—right straight five miles.

Q. Between Milmay and Risley there is a straight five-mile track? A. Yes.

Q. No curves? A. No curves.

Q. And if you stand at Lombard Street on a clear day can you see down to Risley or see a couple of miles— A. You can see two miles anyhow.

Q. And on November 8, 1923, the day of the accident, about the time of the accident, about a quarter after five, was the weather clear? A. Yes, sir.

Q. Now, in connection with your duties there as a section boss on that road are you familiar with the trains that passed back and forth? A. Yes, sir.

Q. That is the number and the times they pass? A. Yes, sir.

Q. Do you know what the number of this train was that passed there every day about 5:17? A. Yes, sir.

Q. What was the number? A. 2412.

Q. And was that an Atlantic City train? A. No, sir.

Q. At the time of the accident where were you? A. I was home.

Q. In your dining room? A. Yes, sir.

Q. And your house is up by this second crossing, the one called the Cumberland crossing? A. North of Cumberland Avenue.

Q. North of Cumberland? A. Yes, sir.

Q. Your house is north of Cumberland? A. Yes, sir.

Q. About how far north of the Cumberland Street crossing? A. Maybe four or five hundred feet.

Q. And the Cumberland crossing is about six or eight hundred feet north of the Lombard Street crossing? A. Yes, sir.

Q. What did you first see about the accident on November 8th, 1923? A. Well, what I seen from the window was a fllash of light.

Q. From the window of your house? A. Yes, sir.

Q. And then what did you do? A. Well, I thought—what called my attention to that, a little while before that there had been a fire just about a mile south of that in the grass, some train going north before that had set a fire and I was called to go to that fire, but when I go out they told me that the Fire Warden had been there and put it out, so I came back home again.

Q. What did you do when you saw this second flash, the flash of the accident at Lombard Street? What did you do, come out of your house? A. Come out of the house then.

Q. What did you see? A. I seen the train was slowing up and stopping.

Q. Where? A. Right directly opposite my house between Milmay freight house—

Q. How big a train was it? A. Engine and five cars.

Q. And had it passed the Cumberland crossing? A. Yes, sir.

Q. The rear of the train was passed the Cumberland crossing? A. Yes, sir.

Q. And the locomotive was near your house? A. Yes, sir.

Q. In front of your house? A. About opposite.

Q. What did you do, go up to the train? A. I walked out to see what was the matter and I met the flagman going back.

Q. And the flagman had got off the train? A. Yes, sir.

Q. Did you see his uniform? A. Yes, sir.

Q. What was on his lapel?

Mr. Hartpence: Objected to as immaterial and irrelevant, and also because it is incompetent.

The Court: I suppose it will be coupled up with this train that had something to do with the accident?

Mr. Mackey: Yes.

The Court: Upon that assumption I will admit it.

Q. What marks were on the lapel of this flagman that got off the train? A. "P.R.R."

Mr. Hartpence: Exception.

Q. Did you see any one else get off the train? A. I talked to the conductor.

Q. Who was he? A. He gave me his name as "W. S. Lord."

Q. Did he have anything on the lapel of his coat? A. Yes, sir.

Mr. Hartpence: Same objection.

The Court: Objection overruled.

Mr. Hartpence: Exception.

Q. What did he have? A. "P.R.R."

Q. Did you observe the coaches of this train? A. Yes, sir.

Q. What was on them?

Mr. Hartpence: Same objection.

The Court: Objection overruled.

Mr. Hartpence: Exception.

A. "Pennsylvania Railroad."

Q. Did you observe the name on the tender and locomotive of the train? A. "Pennsylvania."

Mr. Hartpence: Of course, if your Honor please, I desire to make the same objection. I hate to interpose the objection to each question, but I would like to have the benefit of my exception to it.

The Court: All right. You may have an exception to this line of testimony.

Mr. Hartpence: Exception to all this line of testimony.

The Court: Was there any other train in that vicinity at that time?

The Witness: No, sir.

Q. And this was about 5:17 P. M.? A. 5:17.

Q. Do you know Mr. Steelman, one of the defendants, Mr. Calvin W. Steelman? A. Only by seeing him, that is all.

Q. That is what I mean. Do you know him when you see him? A. Yes.

Q. Is he here today? A. No, sir, I don't see him.

Q. Did you see him at that time? A. Yes, sir.

Q. Where did you see him? A. He was there by the engine, off the engine.

Q. And what did the train do then after you had seen it in front of your house and seen the conductor and flagman? A. Backed back toward the crossing to pick up the bodies.

Q. It backed down to Lombard Street? A. Yes.

Q. Did you walk down? A. I was down there by that time.

Q. You were there when it got down? A. Yes, sir.

Q. Did you see Mr. Steelman running it back to

the crossing? A. No, because he had already been there.

Q. And when it got back to the crossing did you see Mr. Steelman? A. Yes, he got out.

Q. He got out of the cab? A. Yes, sir.

Q. What did you see at the crossing when you got there in relation to your brother and Mrs. Ross and the little boy? A. Well, I seen the wrecked car and the bodies.

Q. Where were they? A. Well, Mrs. Ross, she laid about fifteen feet just north of the crossing.

Q. Take this photograph, Exhibit P-4, and will you indicate on that photograph where you saw the body of Mrs. Ross lying? A. She laid right here.

Q. Where it is marked with the letter "O"? A. Yes.

Q. And where did you see Mr. Ross lying? A. He laid up here on the bank.

Q. Marked with the letter "K"? A. Yes, sir.

Q. And where did you see the automobile? A. Laid right in here.

Q. Right by that telegraph pole? A. Yes.

Q. Where it is marked with a "Y"? A. Yes, and there were pieces scattered along.

Q. And where was Tommy Ross? A. I didn't see him.

Q. He had already been picked up? A. The baby and her laid here together.

Q. Does that photograph show your house? A. Yes, sir.

Q. Is there a mark over your house? A. Yes, sir, here.

Q. Letter "X"? A. Yes.

Q. And does that photograph show the Milmay railroad station up beyond the Cumberland Crossing? A. Yes, sir.

Q. Is there a mark over the Milmay station? A. Yes, sir.

Q. Right here? A. Yes.

Q. The letter "S"? A. Yes, sir.

Q. And does Mr. Kupetz' house appear on there? A. Yes, sir.

Q. And marked with the letter "W"? A. Yes, sir, right here.

Q. That house that projects out with a porch? A. Yes.

Q. Do you know the position of Mr. Kupetz' house as compared to the house directly across Cumberland Road from him, this other house here, the other white house toward the crossing? A. What do you mean?

Q. Does Mr. Kupetz' house extend more toward the railroad than the other house? A. Yes, sir.

Q. Have you ever stood on Mr. Kupetz' porch and looked toward the crossing? A. I have stood on the porch and you can see down—

Q. There is a clear view to the crossing? A. Yes, sir.

Q. And this letter G indicates the crossing, is that right? A. Yes, this is the crossing.

Q. Now, that picture we were just looking at P-4, that shows a view looking north. That is the direction in which the train went after the accident? A. Yes, sir.

Q. Now, this one here, Exhibit P-7, what direction does that show from the crossing, the way the train was coming from? A. That shows south.

Q. And that is the way the train was coming from? A. Yes, sir.

Q. Which track was the train on, the track that has got a bar thrown across it there? A. This track here.

Q. And this Exhibit P-7, is the one that shows the two or three miles straight-away? A. Yes, sir.

Q. Now, I show you this Exhibit P-6, and ask you if that also shows the crossing? A. Yes, sir.

Q. That shows the approach from east to west?

The Court: That is the Lombard Street crossing?

The Witness: Yes.

Q. Lombard Street crossing? A. Yes, sir.

Q. And were those signs that you see up there at the time of the accident? A. Yes, sir.

Q. And those were the only things there? A. Yes, sir.

Q. These pictures are all the same condition it was in on November 8, 1923? A. The same.

By the Court:

Q. What did those signs have on them? A. "Look out for Locomotive. Stop and Listen."

Q. The same thing— A. The same thing only there is a little bungalow in here built since that time.

By Mr. Mackey:

Q. Did you know where Mr. Ballard lived at the time of this accident? A. Yes, sir.

Q. I show you Exhibit P-6, and ask you whether or not Mr. Ballard's house is shown on that picture? A. Yes, sir.

Q. What is it marked? A. "W".

Q. And I show you this Exhibit P-5, which is also a view of that Lombard Street crossing, going from east to west, and ask you if Mr. Ballard's house appears on that? A. Yes, sir.

Q. It is marked with a "W"? A. Yes, sir.

Q. Now after the deaths were you present at the funeral? A. Yes, sir.

Q. And they were buried a few days later? A. Yes, on Sunday.

Q. Mrs. Ross also? A. Yes.

By the Court:

Q. In this Exhibit P-5 what is that house right at the crossing? A. Why, it used to be an office for a company that was there.

Q. Was that there at this time? A. Yes, sir.

Q. But this is on the opposite side from which this train was coming? A. Yes, sir, on the westerly side, on the opposite crossing tracks—on the southwest corner.

By Mr. Mackey:

Q. Now, after this accident did you take the boy to live with you? A. Yes, sir.

Q. Did you do anything about communicating with the Pennsylvania Railroad? A. Yes, sir.

Q. What did you write them, a letter? A. Wrote letters to them.

Mr. Hartpence: Objected to as immaterial and irrelevant.

The Court: It won't do any harm to say he wrote them a letter, as long as we don't know what was in it.

Mr. Mackey: Now I would like to ask Mr. Hartpence to produce a letter written by Mr. Ross to the Pennsylvania Railroad, dated December 17, 1923.

Mr. Hartpence: The letter of December 17, 1923, is produced with the reservation, however, that it is objected as to being material or relevant or competent, and with

the reservation that it is produced on call, and shall not become evidence by reason of that fact. I only produce it because we are called upon to do so.

Mr. Mackey: Will you concede that this is the reply to that letter? (Indicating another letter.)

Mr. Hartpence: I will concede that it is a reply, but also object to it as being immaterial and irrelevant and not binding upon the defendant.

Mr. Mackey: I want to offer these letters in evidence, your Honor, for the purpose of continuing my proof in connection with the operation and control. I will show them to your Honor.

(Mr. Mackey shows two letters to the court.)

The Court: Is there any dispute about the writing of these several letters or the receipt of them?

Mr. Hartpence: No, sir. I only object that they are not competent, material, or relevant, because they were in the first place written by Mr. Ross. He might have written a letter to anybody. And in the second place the reply there is written by a claim agent and in nowise can bind the defendant, these discussions that passed back and forth between them.

The Court: They will both be received, but only for the purpose of whatever bearing they may have upon the question of operation and control by the Pennsylvania Railroad Company. They have no force or effect for any other purpose.

Mr. Hartpence: I pray an exception, if your Honor please.

The Court: You may have an exception.

(Marked Exhibits P-9 and P-10, June 12, 1928.)

Q. Did you keep the envelope, Mr. Ross, in which this letter which is marked Exhibit P-10 was received by you? A. Yes, sir.

Q. Is that the envelope? A. Yes, sir.

Q. You have some writing on the other side that was put on by you? A. Yes, a copy of a letter.

Q. A copy of the letter you wrote? A. Yes, sir.

Q. But when you received the envelope it was in the form that appears on the front, that is, all that was on it? A. Yes, sir.

Mr. Mackey: I would like to offer this envelope.

Mr. Hartpence: That is objected to on the same grounds as the previous objection, and on the further ground that it contains a notation put on there by Mr. Ross himself.

Mr. Mackey: I ask you to produce the letter that is written or copied on the back of that envelope.

Mr. Hartpence: That is the one I haven't got, I think.

Mr. Mackey: The letter I ask you to produce is your answer to this letter which has been marked in evidence, as Exhibit P-10, dated December 20th.

Mr. Hartpence: That is the copy which appears on the envelope, dated December 20th?

Mr. Mackey: It is the answer to your

letter of December 20th. This has no date on it, on the envelope.

Mr. Hartpence: That is the letter we haven't got.

Q. Mr. Ross, after you received this letter, marked Exhibit P-10, did you answer it? A. Yes, sir.

Q. To whom did you address your answer? A. To the Pennsylvania Railroad claim agent.

Q. Did you keep a copy of your answer to this letter marked Exhibit P-10? A. Yes, sir.

Q. Where is that copy? A. On that envelope.

Q. On the back of the envelope? A. Yes.

Q. Did you write it yourself? A. No, my brother-in-law wrote it for me.

Q. Did you sign it? A. Yes sir.

Q. And did you mail it yourself? A. Yes, sir.

Q. Addressed to the same address that you had previously sent this letter which is marked Exhibit P-9? A. Yes, sir.

By the Court:

Q. Where did you address this letter to? A. Claim Agent, Pennsylvania Railroad, Camden, New Jersey.

Q. And you deposited the letter in the mail box yourself? A. At the post office in Milmay.

Q. Did it have a stamp placed upon it? A. Yes, sir.

Q. Is that the same way in which you directed the previous letters that you had previously written? A. The same address, yes sir.

Q. The same address as in your letter of December 17, 1923? A. I wrote the letters to the same address.

Q. And in the same way? A. The same way.

Mr. Mackey: I offer this envelope in evidence, both for the front part and the letter on the back which was written by Mr. Ross in reply to the letter marked Exhibit P-10.

Mr. Hartpence: I make the same objection, incompetent, irrelevant and immaterial. I don't think it has any binding force on the defendants, regardless of the fact that it was sent. I don't question that.

The Court: The Court is admitting these two only for whatever bearing they may have upon the question of operation and control by the Pennsylvania Railroad of this train in question. It is not to be considered from the standpoint of any offer to compromise or settle, or anything of that kind. It would have no bearing for that purpose.

Mr. Hartpence: Exception.

The Court: You may have an exception.

Envelope marked Exhibit P-11, June 12, 1928.

By Mr. Mackey:

Q. After you wrote this last letter, which is marked Exhibit P-11, did you receive a further letter from the same parties, Pennsylvania Railroad (handing paper to the witness)? A. Yes, sir.

Q. Have you that letter here? A. This is it.

Mr. Mackey: I offer this letter in evidence.

Mr. Hartpence: I make the same objection, your Honor, as to the previous letters. I am perfectly willing to say it was written by Mr. Turnbull, but object that it has no binding force upon the defendants.

The Court: This will be received for

whatever bearing it may have upon operation and control.

Mr. Hartpence: Exception.

The Court: You may have an exception.

(Marked Exhibit P-12, June 12, 1928.)

Q. The Dorothy referred to in this letter marked Exhibit P-12, is a railroad station to the south of Milmay? A. Yes, sir.

Q. That is the one that is about two or three miles? A. Two miles, two and three-quarter miles from Milmay station to Dorothy station.

Mr. Mackey: May I read these to the jury, your Honor?

The Court: Yes.

(Exhibits P-9, 10, 11 and 12 are read to the jury by Mr. Mackey.)

Cross examination by Mr. Hartpence:

Q. How long, Mr. Ross, have you been employed by the Reading Railroad Company? A. Twenty-eight years, very near twenty-eight years.

Q. And how long have you worked along the line of their Atlantic City Railway division that ran through Milmay? A. Do you mean where I am now?

Q. Yes. A. Twenty-eight years.

Q. You have worked there then all the time you have worked for the Reading Company? A. Yes, sir.

Q. And have you had the same kind of work on that same section during that whole period? A. Well, track work, yes.

Q. That is what I mean. You have worked on the tracks either as track man or as section foreman? A. Yes.

Q. On the same section you are on now? A. On the same section.

Q. And have lived in the same house all during that time? A. No.

Q. You have lived in Milmay during that period? A. I have lived in Milmay twenty-two years this October.

Q. Where did you live prior to that? A. Risley.

Q. Risley? A. Yes, sir.

Q. Who was the section foreman in charge of the section just north of yours which includes the Lombard Street crossing and the Cumberland Road crossing? A. You mean now or then?

Q. Well, now, yes. A. Harry York.

Q. And who was at the time of this accident? A. Harry York.

Q. How long has he been section foreman on that section, to your knowledge? A. Well, about ten years.

Q. Ten years at least? A. Yes.

Q. You are familiar then, are you not, with the location of the Milmay station? A. Yes, sir.

Q. How far would you say that was north of the Cumberland Road crossing? A. North of the Cumberland Road crossing?

Q. Yes. A. Well, maybe seventy feet.

Q. Seventy feet? A. Sixty or seventy feet.

Q. And the Cumberland Road going east toward the old Tuckahoe Road passes right by Mr. Kupetz' house? A. Yes, sir.

Q. About how far north of the roadway itself is Kupetz' house, that is from where the wagon tracks or automobile tracks cross the railroad tracks, and the road runs along, about how far north of the road? A. You mean from Cumberland Avenue?

Q. Yes. A. How far north of Cumberland Avenue?

Q. Yes, is Kupetz' house? A. About twenty feet.

Q. About twenty feet? A. Yes.

Q. His house isn't quite as far north then as the Milmay station? A. Not quite.

Q. Not quite? A. No, sir.

Q. About how far east of the railroad tracks would you say Kupetz' house is? A. 125 or 150 feet.

Q. 125 or 150 feet? A. Yes, sir.

Q. Do you know where the railroad tool house is referred to by Mr. Kupetz yesterday? A. Yes, sir.

Q. That is where you keep your implements, isn't it? A. Yes, sir.

Q. How far south of the Lombard Street crossing is that tool house? A. Well, six or seven hundred feet.

Q. Which side of the railroad tracks is that on? A. West.

Q. West side? A. Yes, sir.

Q. I understood you to say yesterday that the physical conditions surrounding the Lombard Street crossing are about the same as they were at the time of the accident? A. Yes, the same thing.

Q. And I suppose that is true of the general surroundings of the little town down there, is it not? A. Yes, sir.

Q. And there haven't been any changes much in the location of buildings, or the building of buildings there since the accident occurred? A. Since the accident one or two buildings, that is about all.

Q. Anywhere near the Lombard Street crossing?

A. Yes, sir, there has been a new building erected near there since that.

Q. Whereabouts is that building, has that building been erected? A. On the west side.

Q. Is that the bungalow that was referred to a few minutes ago? A. A bungalow and then a building that is attached to this one.

Q. That is the old office building of the Pipe Works? A. No, they made a disinfectant.

Q. Disinfectant? A. Yes, disinfectant.

Q. But so far as the easterly side of the tracks is concerned, looking south as you cross Lombard Street crossing, and then going on easterly toward the old Tuckahoe Road and the west, that remains just about the same? A. Yes, sir.

Q. And as you go easterly over the Lombard Street crossing toward the old Tuckahoe Road on Lombard Street there are two forks or branches of the road, aren't there, just as shown on that map? A. Yes, sir.

Q. One course slightly to the south? A. Yes, sir.

Q. And the other runs almost straight? A. Yes, sir.

Q. Almost straight? A. Yes, sir.

Q. And that is shown also, is it not, on this photograph, P-5? A. Yes, sir.

Q. That shows the two roads? A. Yes, sir.

Q. One comes almost straight from the railroad track and the other one turns off toward the left as you look at that picture? A. To the right as you come across.

Q. And as you look at the picture it branches off toward the left? A. Yes, sir.

Q. And they both run to what they used to call the old Tuckahoe Road, is that right? A. Yes, sir.

Q. And the new Tuckahoe Road is on what side of the tracks? A. On the west side.

Q. West side? A. Yes, sir.

Q. Now, as long as you have been working for the Reading people on this Atlantic City Railway, there have never been any gates, or bells, or watchmen stationed at the Lombard Street station, have there? A. No, sir.

Q. Only those two signs are there? A. Yes, sir.

Q. And how long have they been there, from your recollection? A. Ever since I have been there, these crossing signs, different ones. They change them once in a while.

Q. They might be new signs but they put them in the same places? A. Yes, sir.

Q. And they have the same wording on them, so far as you know? A. Yes, sir.

Q. It was set about how far back from the railroad tracks, the crossing sign? That is, as you approached the Lombard Street crossing how far was the crossing sign from the tracks? About how many feet away from the first rail? A. About ten feet.

Q. Ten feet? A. Yes, sir.

Q. And on which side of the Lombard Street road, north or south? A. On the north side.

Q. On the north side? A. Yes, sir.

Q. And about how far north would you say of the crossing itself? A. About the same distance. I should say about ten feet.

Q. About ten feet? A. Yes.

Q. And was the crossing sign on the west side located about the same? A. About the same. No, it wouldn't be located—

Q. I mean, was it located about the same distance from the westerly rail, ten feet back? A. Yes, sir.

Q. And ten feet to the south? A. There are three tracks over the Lombard Street crossing.

Q. Three tracks over the Lombard Street crossing? A. Yes.

Q. Which is the through track? A. The east side.

Q. And which is the southbound through track? A. South side, and then there is a side track.

Q. That is the most westerly one? A. Yes, sir.

Q. Now, was the warning sign, on the west side, about how far back from the west rail? A. Ten feet.

Q. Was that from north or south? A. South.

Q. About ten feet south? A. Yes.

Q. So the two really were in about the same position? A. Yes.

Q. How long had your brother Thomas lived there in Milmay prior to his death? A. I do not know, about three years.

Q. Where did he live at the time of his death, which house, on which street? A. On Cumberland Avenue.

Q. On Cumberland Avenue? A. Yes, sir.

Q. Did he live all the time he was in the vicinity of Milmay in that same house? A. No, sir.

Q. Where did he live first? A. He lived in the house back of Cumberland Avenue; I don't know what street it is.

Q. About how far? A. About two hundred feet back.

Q. About two hundred feet back? A. Yes.

Q. He had a little chicken farm there, didn't he? A. Yes, sir.

Q. And at the time of his death you say he was the postmaster? A. Yes, sir.

Q. He had given up farming? A. Yes, sir.

Q. How long had he been postmaster? A. I don't know; I couldn't say; maybe a year.

Q. Maybe a year? A. Yes, sir.

Q. And you were his bondsman, weren't you? A. No, sir.

Q. Weren't you on his bond? A. No, sir.

Q. In this letter that you say you wrote, a copy of which is on the envelope, you say that he was insured for five hundred dollars, but that the insurance would not cover his debts. Did you attend to the settling up of his affairs? A. Yes, sir.

Q. That wasn't sufficient, as a matter of fact, was it, to pay his debts? A. Sir?

Q. That wasn't sufficient to pay his debts, was it? A. Yes, that paid his debts.

Q. Did that pay his debts? A. Yes, sir.

Q. What was his main debt?

Mr. Mackey: I object to that as immaterial.

The Court: Yes. Objection sustained.

Mr. Hartpence: It seems to us, your Honor, that it might have a bearing upon the financial status of the deceased parties. They have opened it up themselves on direct examination, and in regard to the measure of damages, that might be—

The Court: I understand all that, but this deals with the husband.

Mr. Mackey: This is an action for the death of his wife.

The Court: You have asked what is the principal debt. In other words, his debts do not show his assets. Objection sustained.

Mr. Hartpence: I pray an exception.

The Court: Yes, you may have an exception.

Daniel Ross, cross.

By Mr. Hartpence:

Q. Do you know, Mr. Ross, what kind of an automobile it was that your brother and his family were in at the time of the accident? A. Chevrolet.

Q. And what kind of car was it, that is, one seat or two seats, or what? A. Touring car.

Q. Had two seats in it? A. Five passengers, yes, sir.

Q. Five passenger car? A. Yes, sir.

Q. What about the sides? A. Open car; it was an open car.

Q. Open car? A. Yes.

Q. Do you know how long your brother had the car?

Mr. Mackey: I object to that as immaterial.

The Court: What is the purpose of that?

Mr. Hartpence: Well, the purpose of it, your Honor, is to show the circumstances surrounding the accident itself.

The Court: Do you claim there was anything wrong with the car?

Mr. Hartpence: No, sir—the bearing that would have upon the legal position of the decedent in this case, the plaintiff's intestate. She, of course, was not driving the car, but she voluntarily placed herself in the car when she rode in the car, and it might have a bearing upon whether or not she exercised reasonable care in trusting herself in the car driven by a man who was inexperienced and didn't know how to drive it.

The Court: Sustain the objection.

Mr. Hartpence: Pray an exception.

The Court: Yes.

Q. Do you know how long your brother had driven automobiles? A. No, sir.

Q. Do you know whether he had driven an automobile during all the time he had lived there at Milmay, that you saw him? A. I couldn't answer that. I don't know whether he had driven a car before he had this one or not.

Q. Do you know whether he had a driver's license to drive a car?

Mr. Mackey: I object to that as immaterial.

The Court: It does not establish, of course, any negligence. It may be received for what it is worth.

A. I don't know whether he had one or not.

Q. You do not? A. No, sir.

The Court: Of course, Mr. Hartpence, if you claim that this automobile was in such a dilapidated condition that a person shouldn't be in it—

Mr. Hartpence: No, sir; my objection was to develop the situation with regard to the ability of Mr. Ross to drive the car. It only went to that point.

The Court: All right.

By Mr. Hartpence:

Q. Mr. Ross, I show you the Letters of Administration which have been offered in evidence here as P-1, appointing you as the administrator ad prosequendum of Christina Ross, and call your attention to the fact that you were appointed that administrator for the purpose of enabling you to prosecute an elleged claim of the next of kin of the said Christina Ross, deceased, against the

Pennsylvania Railroad Company, C. J. Steelman, of Camden, N. J., and the Philadelphia and Reading Railroad Company, who it is alleged caused the death of the said Christina Ross, by their wrongful act, neglect or default. You didn't include the Philadelphia and Reading Railroad Company in your suit, did you? A. No, sir.

Redirect examination by Mr. Mackey:

Q. This train 2412 was not a Reading train, was it? A. Pennsylvania train.

Mr. Hartpence: I move to strike out the answer as incompetent. There isn't anything to show that this gentleman knows whose train it was.

The Court: I suppose the objection should be to the question rather than to strike out the answer? However, it did come too quick for you to get in your objection. Strike out that assertion what company it belonged to.

By Mr. Mackey:

Q. Now, Mr. Ross, do you know where this 5:17 train, No. 2412, came from and where it went to every day? A. It went to Camden, whether it came from Cape May, I am not sure.

Q. I ask you to look at this map and say if you can point out where the tracks go through Milmay if it is apparent here? A. (No answer.)

Q. All right, if you can't make it out we will let it go. A. (No answer.)

New Jersey State Library

George F. Salter, direct.

GEORGE F. SALTER, sworn.

Direct examiantion by Mr. Mackey:

Q. What is your occupation? A. Life insurance actuary.

Q. And what company are you connected with? A. Prudential Insurance Company.

Q. Of Newark? A. Yes.

Q. And in the course of your duties as life insurance actuary are you required to calculate the normal expectancy of life of individuals of different ages? A. I am.

Q. And do you make such calculations for your company? A. Yes.

Q. And are you able to state the expectancy of life of a normal female of the age of thirty-one years? A. I am.

Q. What is that expectancy?

Mr. Hartpence: Objected to as incompetent, and I also object, if your Honor please, to the Mortality Table going in. That is not binding. They are only evidential in conjunction with the other circumstances of the case.

The Court: That is right.

Q. What table of mortality do you use in conjunction with your calculations of expectancy? A. The Carlisle Table.

Q. And using the Carlisle Table of mortality, can you tell me what the—

The Court: Is that an accepted table by which to judge these expectancies?

The Witness: Yes, your Honor, it is accepted in the State of New Jersey in court

practice. It was finished by Justice Collins in 1880, and has since been used

Q. And using that table of mortality can you tell me the expectancy of life of a normal female of the age of thirty-one years? A. The expectancy of life according to that table of a normal female of thirty-one years of age, is 33.7.

Q. And what is the normal expectancy of life of a male infant three years of age?

Mr. Hartpence: That is objected to as immaterial. It seems to me that it is bound to be at least twenty-one, and it couldn't be material beyond twenty-one.

The Court: Objection overruled.

Mr. Hartpence: Exception.

A. A male infant three years of age, the normal expectancy would be 49.8 years.

Cross examination by Mr. Hartpence:

Q. All you know about the normal expectancy, Mr. Salter, is what the table would show, isn't it? A. Well, all I know is that this table is quite similar to other tables at present in use.

Q. And there is always a possibility and probability, reasonable probability that a male infant three years of age in normal health, might die within a week, isn't there? A. Yes.

Q. The same way that a lady of normal health, thirty-one years of age, might die the next day of something, might she not? A. That is perfectly true; but on the other hand, according to very recent figures, the expectancy of life is considerably more than that.

By the Court:

Q. All that this shows or all that you attempt to

say is that from a great average of individuals whose extent of life has been gauged, that that is the average? A. Yes, your Honor.

Q. That does not attempt to displace the Divine Power in any sense of the word? A. No, not in any sense.

Mr. Mackey: I would like to offer in evidence before I commence with the next witness, a time table which was produced by the defendant at my request, showing train 2412.

Mr. Hartpence: Produced on the former trial. That, of course is produced with the same reservation. It is objected to as irrelevant and incompetent, and is not binding on the defendant.

The Court: Is it denied that this is not the time table that was in effect on this road at that time?

Mr. Hartpence: No, sir. That is conceded, and we produced the document, and are willing to produce them, but we contend that they are not binding and are not material.

The Court: They may be received on the question of operation and control.

(Time table marked Exhibit P-13, June 12, 1928.)

Mr. Mackey: The train, No. 2412, appears on page 16 of this time table.

ANDREW BARNOWSKY, sworn.

Direct examination by Mr. Mackey:

Q. Mr. Barnowsky, where do you live? A. Milmay.

Q. And you live below this Lombard crossing? A. Yes, sir.

Q. To the south of it? A. Yes, sir.

Q. What is your business, Mr. Barnowsky? A. Farmer, now.

Q. Did you know the late Christina Ross? A. Yes, sir.

Q. And how long did you know her? A. About two years.

Q. Did you see her there at Milmay from time to time? A. I used to see her once a week when I used to go for my mail.

Q. At the post office? A. Yes, sir.

Q. And did you know Thomas Ross, Sr.? A. Yes, sir.

Q. Now on the 8th of November, 1923, around the latter part of the afternoon, what were you doing? A. Cutting some wood.

Q. And where were you cutting that wood? A. Just this side of the house.

Q. That is to the north of your house? A. Yes, sir.

Q. And after you cut the wood—was there any one with you there? A. My wife.

Q. Your wife? A. Yes, sir.

Q. And after you cut the wood what did you do? A. I throwed it in the car.

Q. And what did you do? A. I went home.

Q. In the car with your wife? A. Yes, sir.

Q. And when you got home what happened? A. I threw the wood off the car, started to throw the wood off the car, and then I happened to see the fire up towards town, and I looked—

The Court: Speak out loud.

A. (Continuing.) I started to throw the wood off

the car and I hear a crash and I looked up toward town and I seen a big fire.

Q. Where was that? A. That was on the Lombard Street crossing. And then I came back to the house and told my wife, "There is a fire uptown, I am going up;" so I hurried and threw the wood off and went up there.

Q. Did you see a train go past before that crash? A. No.

Q. Did you hear it go past there? A. I heard it go past.

Q. Did you hear any whistle sounded before the crash? A. No, sir.

Mr. Hartpence: Objected to as leading and move to strike it out.

The Court: Objection overruled.

Mr. Hartpence: Exception.

Q. Did you hear any bell sounded before the crash? A. No, sir.

Mr. Hartpence: Same objection.

The Court: Objection overruled.

Mr. Hartpence: Exception.

Q. Your hearing was in good condition on that day? A. Yes, sir.

Q. Now, after the crash, what did you do? After you talked to your wife what did you do then? A. I went up to the Lombard crossing.

Q. In your car? A. Yes, sir.

Q. When you got up there what did you see? A. Fellows pulled me up on the road there, swung their lanterns across the road and pulled me up.

Q. Who did? A. The conductor.

Q. And what happened then? A. They asked if

I would take this little boy to the hospital, the nearest hospital I could find.

Q. Who was the little boy? A. Tommy Ross.

Q. And you took him to the hospital? A. Yes, sir.

Q. Now, how was the view from your house to the Lombard crossing at the time this crash occurred? Could you see clearly? A. Yes, sir.

Q. How far was your house from the Lombard crossing, about? A. That is only a little piece.

Q. About a quarter of a mile? A. Yes.

Q. Did you use lights on your car? A. No, sir.

Q. Was it clear enough to see without that? A. Yes, sir.

Q. After this accident were you solicited to sign a statement about it? A. Yes, sir.

Q. Who wrote the statement? A. A fellow from the Pennsylvania Railroad Company.

Q. Didn't you read it over before you signed it? A. No, I didn't.

Cross examination by Mr. Hartpence:

Q. You did sign it, though, didn't you? A. No, sir.

Q. What? A. No, sir.

Q. You didn't sign it? A. No, sir.

Q. Can you read and write, Mr. Barnowsky? A. Yes, sir.

Q. The English language? A. Yes, sir.

Q. Will you sign your name on that blank piece of paper, please?

Mr. Mackey: He said he signed that paper.

Mr. Hartpence: He said he did not.

The Court: He said he did not.

By the Court:

Q. Did you sign this statement which this agent came to get? A. The claim agent?

Q. Yes. A. At that time, I did, yes.

By Mr. Hartpence:

Q. I show you a piece of paper here with some writing on it, and call your attention to the signature at the bottom of it, Andrew Barnowsky, and ask if that is your handwriting? A. Yes, sir, that is my handwriting.

Q. You signed that, didn't you? A. Yes, sir.

Mr. Hartpence: I ask that that be marked for identification.

(Marked Exhibit D-2, for Identification, June 12, 1928.)

The Court: Did you write the statement yourself?

The Witness: The claim agent wrote it.

Q. Where were you when you signed it? A. On the porch.

Q. How long after the accident? A. I can't remember just now.

Q. Well, was it right after the accident, or was it some time? A. A little time after the accident.

Q. Several months, wasn't it? A. I can't remember.

Q. You told the claim agent, didn't you, that when you were working there at the wood that you didn't pay any attention to the train as it went by—didn't you? A. How is that?

(Question repeated by stenographer.)

A. I didn't tell him that I was in the woods when the train went by.

Q. Didn't you tell him that you weren't paying any attention as it went by? A. Not at the woods; I was home then.

Q. I say you told him that? A. At that time, yes.

Q. And you also told him, did you not, that the whistle may have blown anl you would not have heard it? A. The whistle didn't blow.

Mr. Hartpence: I move to strike out the answer as not responsive.

The Court: Strike it out.

Q. (Question repeated.)

Q. You told that to the claim agent, didn't you? A. Yes, sir.

Q. You also told him that, "Neither can I say anything about the engine bell," didn't you? A. I said that.

The Court: You did say that?

The Witness: Yes, sir.

Redirect examination by Mr. Mackey:

Q. Did you use those exact words he wrote down, that "the whistle may have blown and I not heard it?" Did you use those words, or were those his words? A. I told him that I paid no attention to it.

Q. Well, did the whistle—could the whistle have blown and you not have heard it?

Mr. Hartpence: That is objected to.

The Court: That is a conclusion, of course.

Q. Do you think the whistle may have blown and you not heard it?

Mr. Hartpence: Objected to.

The Court: Objection sustained.

Q. Do you know whether the whistle blew? A. The whistle did not blow when I was at the house.

Q. And it was when you were at the house that the train passed, is that right? A. Yes, sir.

Q. Who subpoenaed you to come here today? A. The Pennsylvania Railroad people.

Recross examination by Mr. Hartpence:

Q. You wouldn't have been here if we hadn't subpoenaed you, would you? A. Well, they subpoenaed me.

Redirect examination by Mr. Mackay:

Q. You gave a deposition when you were sick, before, didn't you? A. Yes, sir.

Q. In which you gave all this testimony which has been given here? A. (No answer.)

The Court: Let me see that statement.

By the Court:

Q. Did you tell this party that came and interviewed you, that you could not say whether the whistle blew? A. Well, I said that, yes.

Q. Speak up. A. Yes, sir.

Q. And that, "I was not paying any attention to the train and the whistle may have blown and I not heard it?" A. Yes, sir.

Q. "Neither can I say anything about the engine bell." You said that? A. Yes.

By Mr. Mackey:

Q. Do you know whether the engine bell rung

or not? A. It didn't ring when it went by the house.

By the Court:

Q. It did or did not? A. Didn't.

Q. Didn't? A. No.

Q. Or do you mean now that you are not sure of it? A. Well, it didn't ring when the train went by the house at that time.

Q. How about the whistle? A. I didn't hear that.

Recross examination by Mr. Hartpence:

Q. Your house was about a quarter of a mile south of the Lombard Street crossing? A. I think it is, yes.

Redirect examination by Mr. Mackey:

Q. Did you hear any whistle after the engine and train passed your house and up to the time when the crash occurred? A. No, I didn't.

Q. And did you hear any bell after the train passed your house? A. No, I didn't.

Q. And up to the time the crash was heard? A. I did not.

Recross examination by Mr. Hartpence:

Q. You were busy then, throwing off the wood, weren't you? A. Yes, sir.

Q. You weren't paying any attention to the train, were you? A. (No answer.)

Q. Until you heard the crash? A. Until I heard the crash.

Redirect examination by Mr. Mackey:

Q. It is a pretty quiet country down there, isn't it? A. Yes, sir.

Q. There is no traffic or anything going on to disturb your hearing things, is there? A. No, sir.

Q. And your house is right near the railroad track? A. Yes, sir.

MRS. ANNA BARNOWSKY, sworn.

Direct examination by Mr. Mackey:

Q. Mrs. Barnowsky, where do you live? A. Milmay.

Q. Did you live in Milmay on the 8th of November, 1923? A. Yes, sir.

Q. And did you know the late Christina Ross? A. I did.

Q. Had you visited her at her house? A. I did.

Q. Did she tell you or did Mr. Thomas Ross tell you that she was his wife? A. She told me.

Q. And they had these two children, Thomas and Robert, that used to live in the house with them? A. They did.

Q. Do you know whether or not Mrs. Ross did all the housework there? A. She always did; she was very particular.

Q. And took care of her children? A. Yes, sir.

Q. Now, on the 8th of November, 1923, in the late afternoon, what were you doing? A. I was going up to meet my husband chopping wood, and I turned the car around and I stood there in the car right opposite where he was working.

Q. You drove the car? A. Yes, sir.

Q. And then he got in and you came home? A. Yes.

Q. After you came home what did you do? A. He did not get in when I first went up to meet him. He left his work at half past four, and he said, "Tonight, Ann, I am going to chop some wood, fire

wood"; and I said, "All right, I will be up around five or a little after to get this wood"; and he said, "All right."

Q. And then around five o'clock you came up? A. I came up around five o'clock.

Q. And he put the wood on the car and you brought him home, is that right? A. Yes, sir.

Q. When you got home what did you do? A. I got out of the car. I was on the first seat and I was driving, and he got out and then I got out of the car and went up my steps and went into my kitchen and drained off the cold water I put on the potatoes; I had pared them before I left and put on hot water.

Q. And while you were in the kitchen did you hear anything? A. Why, I seen the train coming when I was going—

Q. You saw the train coming? A. Yes.

Q. When did you see the train coming? A. When I was in my kitchen taking the potatoes from the table over to the stove, because I have a glass door in my house.

Q. You saw the train coming toward the Lombard Street crossing from the south? A. I did.

Q. And it passed your house? A. It did.

Q. Did you hear the whistle blow from the time, at any time from the time when you first saw that train until the time it got to the Lombard Street crossing?

Mr. Hartpence: Objected to as leading.

The Court: Objection overruled.

Mr. Hartpence: Exception.

A. The whistle did not blow or I would have heard it.

Q. Did the bell sound?

Mr. Hartpence: Objected to.

A. I did not.

The Court: Objection overruled.
Mr. Hartpence: Exception.

Q. Did you see anything in connection with the accident at the Lombard Street crossing? A. I seen a flash of flame.

Q. Where did you see that from? A. Right from my kitchen window.

Q. Did you go outside then? A. I didn't; I just opened up the window and called to my husband.

Q. And how was the view from your place? A. Right direct to the tool house where the crossing is in back of it.

Q. The tool house is between you and the crossing? A. The tool house is between me and the crossing, between the crossing and my place.

Q. And was it clear enough to see as far as the crossing? A. It was.

Q. It wasn't yet dark? A. No.

Q. And on the day after the accident did somebody go down and solicit you to sign a statement? A. Two small fellows from the railroad company.

Q. Did you sign a statement for them? A. I did.

Q. Who wrote it down? A. The man sitting next to the table opposite me. I don't know who he is, but he sat there.

Q. The man that is here today—oh, no, you mean in your house he sat opposite you? A. Yes, he sat opposite my table.

Q. That was the day after the accident? A. Well, either the day after or two days after, but I know it was right after.

Q. And he wrote it down in lead pencil? A. He did, on a yellow pad.

Q. On a yellow pad. Now did they come down again to your house? A. Not the same fellow.

Q. Did somebody else? A. Later; it must have been two years or a year later they come up on the porch, one man, the tall one, and he says to me, he says: "Have you made a statement to the railroad company that you might have heard the whistle blow but you paid no attention to it?" And I told him the whistle did not blow or I would have heard it.

Mr. Hartpence: I move to strike that all out.

A. (Continuing.) There was a tall fellow came on the porch.

Mr. Hartpence: It seems it is not binding—

The Court: Strike it out. It isn't binding what this man said when he came back.

Cross examination by Mr. Hartpence:

Q. Had you seen Mr. Thomas Ross, Sr., out with his car anywhere that afternoon? A. I seen his car.

Q. His car? A. Yes.

Q. Where did you see it? A. Opposite the direction where I was standing waiting for my husband.

Q. That was on the easterly side of the track? A. East of Kelly's property.

Q. Your house is on the westerly side of the tracks, isn't it? A. It is on the south.

Q. What? A. It is on the south side.

Q. The tracks run north and south, do they not?

A. Well, from my house where my husband is to north up across to where Kupetz lives, and then east by Kelly's—that is my direction.

Q. You lived on the opposite side of the railroad tracks from Kelly's, didn't you? A. I did.

Q. Kelly's house was on the other side of the railroad tracks? A. Yes.

Q. Was Kelly's nearer Milmay station than your house? A. Yes, it is nearer.

Q. How much nearer? A. Well, it is nearer—

Q. Let us take the tool house now. Is it as far up as the tool house, Kelly's? A. Not quite, it is on the other side of the railroad.

Q. The tool house is on the same side of the railroad as your house? A. Yes, sir.

Q. Now where did you see Thomas Ross' car that afternoon with relation to Kelly's place? A. On the east end going towards Panko's.

Q. Was Panko's farther down toward Dorothy than your place? A. Yes, sir.

Q. He was almost down to Dorothy, wasn't he? A. No, he was just half of his car.

Q. No, I mean Panko lives east of Dorothy? A. I couldn't tell how far, but I can see his house from my house plainly.

Q. Could you see the Dorothy station plainly from your house? A. No, you can see the signal but you can't see the station.

Q. Can't see the station? A. Not from my house.

Q. Is your house right along the road? A. Yes, sir.

Q. Right close to the new Tuckahoe Road? A. Yes, sir.

Q. What did you see about Ross' car that afternoon? Which way was it going? What did he do? A. It was going east. When I seen it it was stand-

ing—I just seen half of the car as far as the front seat—not even that far—about half.

Q. Could you see anybody in the car? A. I didn't.

Q. Too far? A. No, just across the lot.

Q. Just across the lot. What time of day was that, about? A. Well, I would judge about—oh, I don't know—it was something after five—I am not sure.

Q. That was just a short time before you knew of the accident, wasn't it? A. Well, it wasn't so short, because by the time I got home and all.

Q. Was it when you came back with your husband that you saw Ross' car over on the other side? A. After I came back.

Q. You didn't know what became of it, did you? A. It went down on the road—it started and went down.

Q. Did you see it come back? A. I did.

Q. You did not? A. I did.

Q. You did? A. Yes.

Q. Where was it going then, what direction? A. It was going north of Kelly's property.

Q. Going up towards Milmay? A. Yes.

Q. On this old Tuckahoe Road? A. Yes, sir.

Q. And how long, how far did you see it go? A. I just seen it when it was going right out of Kelly's property to the woodland.

Q. There is a curve there? A. Yes, there is a curve from that, from where I was sitting.

Q. And then you didn't see it afterwards? A. I didn't see it afterwards.

Q. Did you go up to the crossing after the accident and see the car up there? A. I didn't see the car.

Q. What kind of car was it, do you know? A. A Chevrolet, had two round windows in the back.

Q. It was open on the side, wasn't it? A. I don't know whether it was open that day or not, because I didn't pay any attention, but I am pretty sure it wasn't closed, because he very seldom put the curtains on.

Q. When you saw it going down and coming back do you know whether there were any automobile lights lit on the automobile, coming back? A. Well, I think he had his lights on coming back.

Q. After you brought your husband back from the wood lot you went in the house, I understood you to say? A. Yes, sir.

Q. And began preparing your evening meal? A. I did.

Q. Is the kitchen there in the rear of your house, farthest back? A. It is in the rear, but it is visible on both sides because the kitchen is separate. You can see to Milmay and you can see towards Dorothy, without going outside. It has doors with glass windows.

Q. Where was your husband at the time he was unloading wood? A. Right under the window in the rear.

Q. Right out under the kitchen window in the rear? A. Yes, in the rear.

Q. What did you have, an automobile truck, or— A. No, touring.

Q. Touring car, filled with wood? A. Yes.

Q. What kind of wood was it? A. Stove lengths.

Q. And he was throwing that out of the car? A. Yes, sir.

Q. On the ground? A. Underneath the porch like; underneath the house; there is a little hole there we keep it in.

Q. Wooden box? A. No, just a little window.

Q. And you saw him doing that did you? A. Certainly I did; I was talking to him through the window.

Q. In the meantime you were preparing the potatoes, weren't you? A. Yes, sir.

Q. What first called your attention to the fact that something was wrong, that there was an accident? A. I heard the crash.

Q. You heard the crash? A. Yes, sir.

Q. It was then you called your husband? A. No, I had looked toward Milmay and I seen a flash, because just before that there was a fire and my—

Q. Never mind that—what did you see when you saw that flash up there? A. I opened the window in a hurry and called to my husband and said, "Didn't you hear the crash?" And he said "Yes."

Q. Your window was down at the time? A. Yes.

Q. And you opened the window and called to him? A. I did.

Q. You didn't go up to the crossing, did you? A. I went up later.

Q. Do you know how long Thomas Ross had that car? A. Well, I couldn't judge about how long, but I remember when he got it, but I don't know how long it was.

Q. It wasn't very long before the accident, was it? A. Well, I couldn't say how long.

Q. Only two or three weeks, wasn't it? A. Well, it might have been more.

Q. You can read and write, can you not, Mrs. Barnowsky? A. I can.

Q. I show you two typewritten pages here and call your attention to the name at the bottom of the first— A. But I never wrote it.

Q. Call your attention to the name of Anna

Barnowsky at the bottom of the first page, and also at the bottom of the typewriting on the second page. Aren't they your signatures? A. I never signed this paper. I never signed two papers at one time. They are my signatures, but I never wrote on tissue paper. How could I write on tissue paper? And there is no stenographer in our town. I never seen this paper.

Q. You have said that these two signatures, "Anna Barnowsky"— A. They are my handwriting, but my hand didn't write it.

Q. Didn't write it? A. No, sir.

Q. Will you write your name on this piece of paper with a lead pencil? A. (Witness writes her name as requested.)

Q. Write it two or three times. A. (The witness writes signature several times.)

Mr. Hartpence: I will ask that that be marked for identification.

The Court: It may be marked.

(Marked D-3 for Identification, June 12, 1928.)

Q. Now, you told these people that you say came down to see you a day or two after the accident, that you heard the train pass in front of your home but you were unable to say whether the whistle was blown or the bell was ringing, did you not? A. I didn't tell them.

Q. And that the whistle might have been blown but you did not notice it; didn't you tell them that? A. I told them that I heard no whistle or no bell. If they wrote it that way it is all right. I was opposite the table from the man that wrote it.

Q. Will you say you didn't tell them that you didn't hear the train pass in front of your house—

that you did hear the train pass in front of your house, but you couldn't tell whether the whistle was blown for the crossing or whether the bell was sounded? A. I did not.

Q. Didn't you tell them, "I heard the train pass in front of my home, but I am unable to say whether the whistle was blown for the crossing or whether the engine bell was ringing as the train approached the crossing?" A. I did not.

Q. You didn't tell them that? A. No.

Redirect examination by Mr. Mackey:

Q. These men that came down to your house when you signed papers for them, in both cases, what kind of papers did you sign? A. Yellow pad.

Q. Both yellow pads? A. Yes, sir.

Q. And were they both written out in longhand? A. Yes, sir.

Q. In your presence? A. Yes, sir.

Q. By the man who was there? A. Yes, sir.

Q. And on any occasion did you ever sign a tissue paper, typewritten sheet of this kind? A. No, sir.

Q. Is there any typewriter in the Town of Milmay that you know about? A. No.

Q. Whose pencil did you sign with, with the man's pencil or with your pencil? A. With the man's pencil.

Q. This signature on this sheet that has been produced by Mr. Hartpence, this typewritten paper, that is a correct copy of your signature, isn't it? A. That is my signature, but I didn't write it.

Q. It is just like your name? A. It is just like my name, but I never wrote it.

Mr. Hartpence: I ask that the typewritten sheets also be marked for identification.

The Court: They may be marked.

(Marked D-4 for Identification, June 12, 1928, and D-5 for Identification, June 12, 1928.)

Q. How many times did these people call on you? A. Twice, but not the same people.

Q. How many people called on the first occasion? A. Two.

Q. And how many people called the second time? A. One.

Q. Only one? A. One.

Q. And that was the only occasion that any one called to ask you to sign papers? A. Yes, twice at different times.

Q. Who subpoenaed you to come here today? A. Pennsylvania Railroad.

Recross examination by Mr. Hartpence:

Q. Otherwise you wouldn't have been here, if you hadn't been subpoenaed to come? A. Well, I intended to come to hear the case.

Q. You did? A. Yes.

Redirect examination by Mr. Mackey:

Q. You had given your testimony before? A. Down at my house.

Q. In the form of a deposition? A. At my house.

Q. The attorneys for the railroad company were present when you gave your deposition? A. They was.

Q. And you signed that deposition, didn't you? A. At my home.

Q. And that is why you weren't coming, isn't it? A. (No answer.)

Edward Ballard, direct.

EDWARD BALLARD, sworn.

Direct examination by Mr. Mackey:

Q. Mr. Ballard, where do you reside? A. At Milmay.

Q. And how long have you resided at Milmay? A. Twenty-two years, off and on.

Q. Did you know Christina Ross? A. Yes.

Q. What is your occupation there now? A. Postmaster.

Q. You succeeded the late Thomas Ross? A. Yes, sir.

Q. And at the time of this accident, November 8th, 1923, what street did you live on in Milmay? A. Lombard.

Q. That is the street that runs across the crossing where the accident happened? A. Yes.

Q. Is the house that you lived in then visible in this picture which is marked Exhibit P-5? A. Yes.

Q. The house that is marked "W"? A. That is it.

Q. And it is also visible in this picture, Exhibit P-6? A. Yes, the house that is marked "W."

Q. Now, around five o'clock in the afternoon November 8th, 1923, what were you doing? A. I was in the house.

Q. And were you near the window? A. Yes, standing at the window.

Q. Did you see anything then? A. Well, I heard something first, and then I saw the train pass after it hit the car.

Q. You heard the crash? A. I heard the crash and then I saw the train pass.

Q. Toward Milmay station? A. Yes.

Q. How far did it go after the crash? A. Why, the rear end stopped at the station.

Q. That is the place at the Cumberland Street crossing? A. Yes, that is about 1,400 feet.

Q. What did you do then? A. I spoke to my wife about it. She was sick on the second floor, and then I went over.

Q. And then you went over to the crossing? A. Yes.

Q. Who was there when you got over to the crossing? A. The brakeman and Mr. Kupetz.

Q. The gentleman that testified here yesterday and today? A. Yes, sir.

Q. And before this crash took place did you hear any whistle blown?

Mr. Hartpence: Objected to as leading.
The Court: Objection overruled.

A. No.

Q. And before this crash took place did you hear the bell rung?

Mr. Hartpence: Objected to as leading.
The Court: Objection overruled.

A. No.

Q. How far was your house from the crossing, about? A. Two hundred and fifty feet.

Q. And is your hearing in good condition, was it in good condition that day? A. Yes.

Q. Did you see anything of Christina Ross when you got to the crossing? A. Yes.

Q. What condition was she in? A. She was dead.

Q. Did you see Mr. Ross, the father, and the children? A. I saw the children and Mrs. Ross the first time I went over, but I didn't see Mr. Ross.

Q. Could you see clearly up to the crossing at that time? A. Yes.

Q. Was the vision clear? A. Yes.

Q. The view clear? A. Yes.

Q. It wasn't yet dark, was it? A. No, it wasn't quite dark.

Q. How far can you see looking south from the Lombard Street crossing on a clear day? A. A mile and a half.

Q. Down the track? A. About two miles.

Q. Did you notice whether this was a long train or a short train? A. A short train.

Q. You were not related to the Rosses in any way? A. No, sir.

Q. Do you know whether Mrs. Christiana Ross lived with her husband during the time she resided at Milmay? A. Yes.

Q. And took care of her children and her household work? A. Yes.

Q. Were you solicited to sign a paper here too? A. Yes.

Cross examination by Mr. Hartpence:

Q. How far from the railroad tracks of the Lombard Street crossing was your house where you say you were at the time you heard the crash? A. 250 feet.

Q. 250 feet? A. 250 feet.

Q. And which window were you looking out of? A. The window that faces the railroad.

Q. You say you could see the crossing all right at that time, could you, from where you were? A. Yes.

Q. Did you see the train coming before you heard the crash? A. No.

Q. Was there anything that obstructed your view of the railroad tracks at that time? A. Why,

the office building, but I could see beyond that if I had been looking.

Q. You could see beyond that towards the south if you had been looking? A. Yes.

Q. But you weren't looking that way? A. No, I wasn't looking.

Q. Was your window down? A. Down.

Q. When you say that you could see a mile and a half to two miles south from the Lombard Street crossing on a clear day, you mean in daylight, don't you? A. On a clear day; that must be daylight.

Q. And what you really mean by that is that the tracks are about straight for that distance, don't you? A. Yes.

Q. But, of course, if it were dark you couldn't see that far, could you? A. No, I don't think so.

Q. And you say it wasn't quite dark at the time this accident happened? A. No, it wasn't.

Q. Just at that moment when the accident happened, how far south could you have seen if you had been there on the Lombard Street crossing looking south? A. I guess you could have seen a mile.

Q. It was light enough to see a mile, was it? A. Yes.

Q. So that any train approaching from the south on the railroad tracks could have been seen for something like a mile? A. Or an engine could have been seen for a mile and a half.

Q. A mile and a half? A. Yes.

Q. How long have you lived there, Mr. Ballard? A. About twenty-two years, off and on.

Q. And there was nothing there the time of the accident on the easterly side of the track to ob-

struct your view of the tracks looking south, was there? A. No.

Q. So that for quite a distance back from the tracks on the easterly side you had an unobstructed view for at least a mile or a mile and a half of those tracks, didn't you? A. Yes.

Q. And you are pretty sure it was light enough to see those tracks at that time? A. Yes.

Q. You are sure of that? A. Yes.

Q. You weren't watching for that train to come, were you, when you stood at the window, were you? A. Well, not exactly.

Q. What were you doing? A. I was waiting for the cook to come over. My wife was ill.

Q. You were what? A. For a neighbor to come over, to cook.

Q. Have you any children? A. Two.

Q. Were they playing about the room and making quite a lot of noise? A. No.

Q. You can read and write, of course, the English language, Mr. Ballard? A. Yes.

Q. I show you a paper and ask you if that is your signature at the bottom, "E. H. Ballard"? A. That is it.

Q. You signed that? A. Yes, sir.

Q. Where were you when you signed that? A. In the post office.

Q. Do you recall when it was you did that? A. I think it was April, 1925.

Q. In April, 1925? A. Yes.

Mr. Hartpence: I ask that this statement be marked for identification.

The Court: It may be marked.

(Marked Exhibit D-6 for Identification, June 12, 1928.)

Q. You read it before you signed it, didn't you? A. No.

The Court: Was that in your handwriting, the body of the paper?

The Witness: No, sir.

Q. Just above your signature there I call your attention to the word "Yes," written in three places. That is in your handwriting too, isn't it? A. Yes.

Q. All three of those are in your handwriting, aren't they? A. Yes.

Q. Did you read it before you signed the words "Yes"? Didn't you read those three questions? A. I didn't read anything.

Q. You didn't? A. I was just told to mark "Yes" where it says yes.

Q. You were told to write yes where it says yes? A. Yes.

Q. And you did that? A. Yes.

Q. Without reading the paper? A. Without reading it.

Q. Didn't you tell the man who told you where to sign it at that time that you were watching your children playing, wrestling on the floor, and that you didn't hear the bell ringing or the whistle blowing as the train approached? A. No.

Q. Didn't tell him that? A. No.

Q. Didn't tell him that the whistle might have blown and the bell might have rung but you didn't hear them? A. No.

Q. You didn't say that? A. No.

Redirect examination by Mr. Mackey:

Q. What were you doing when you signed this? A. I was working in the post office.

Q. What did you sign it for if it contained mat-

ter which was not true? A. The claim agent told me that everything was all right and that the company was taking care of the boy, and it was just a matter of form.

The Court: Speak up.

A. (Continuing.)—the claim agent told me that the company was taking care of the boy and it was just a matter of form that they made this statement, so they wrote that down and I signed it.

Q. You thought you were helping the boy? A. Yes, it was of no interest to me.

ANNA KUPETZ, sworn.

Direct examination by Mr. Mackey:

Q. Mrs. Kupetz, where do you live? A. Milmay.

Q. How long have you lived in Milmay? A. Twenty-five now.

Q. Twenty-five years? A. Yes.

Q. You are the wife of Mr. Kupetz who testified here this morning? A. Yes, sir.

Q. What business is your husband in? A. Store; farming.

Q. The town store? A. Yes.

Q. And you help him in his business? A. Yes.

Q. Did you know Mrs. Christina Ross? A. Yes, sir.

Q. How long had you known Mrs. Ross? A. About two years.

Q. Was she living there at Milmay with her husband during that time? A. Yes.

Q. And her two children, Robert and Thomas? A. Yes.

Q. Did she take care of her children herself, or did she have somebody working for her? A. For herself.

Q. Now, in the afternoon of November 8th, 1923, did you see Mr. and Mrs. Ross? A. Yes.

Q. When did you see them first? A. In my store.

Q. At your store? A. Yes.

Q. What occurred there? A. He go in the car, auto, and stop at my store to get package of cigarettes.

Q. Who was in the car? A. All four, the two children and Mr. and Mrs.

Q. And then after they got the cigarettes at your store what did they do? A. Just turned around and go out straight to the Tuckahoe Road to Mrs. Kelly's.

Q. Turned toward Mrs. Kelly's on the old Tuckahoe Road? A. Yes, sir.

Q. What did you do then? A. I go after my cow.

Q. Where is your cow kept? A. Right in the farm back of Mrs. Kelly's.

Q. Beg pardon? A. Back of Mrs. Kelly's house.

Q. Back of Mrs. Kelly's house across the railroad tracks? A. Yes.

Q. And on the same side of the tracks as the tool house? A. Yes.

Q. Then after you got your cow what did you do? A. I get the cow and go home.

Q. Did you go near the Lombard Street crossing with the cow? A. Yes, sir.

Q. How near did you go? A. How near?

Q. What did you do? Did you cross it? A. Crossed the crossing and the cow started to eat grass and I had to watch her.

Q. Right by the crossing? A. A little farther than the crossing.

Q. And when your cow was there at the crossing

grazing, what did you see next? A. I see Mr. Ross coming to the railroad.

Q. In his automobile? A. In his automobile, yes.

Q. And what did Mr. Ross do? A. He got to railroad and he stop with his car and look both ways to see, this way and this way, and no see no train, and he stopped.

Q. Did you look too? A. Yes.

Q. And you saw no train in sight? A. No.

Q. And then what did Ross do? A. He go right to the crossing.

Q. When he got on the crossing what happened? A. When he got on the crossing his car stalled.

Q. And then what did they do? What did Mr. Ross do and what did Mrs. Ross do? A. He try to run the car and he looked and he seen the train coming.

Q. And what happened then? Did Mrs. Ross do anything? A. Mrs. Ross was there too and she screamed and hollered, and she try to jump and she can't do it, and she fall right in Mr. Ross' face.

Q. And then what happened? A. Train hit him. I was so scared I just started to run.

Q. When the tran hit him you run? A. When the train hit him I started to run right to my house.

Q. Did you hear any whistle sounded by the train? A. No.

Mr. Hartpence: Objected to as leading.

The Court: Objection overruled.

Q. Did any bell ring? Did you hear any bell rung? A. No.

Mr. Hartpence: Objected to on the same ground.

The Court: Objection overruled.

Q. How near were you to Mr. Ross' car? A. A little more farther than this wall back here.

Q. This wall back here? A. Yes, maybe farther, I am not sure, because I was so scared.

By the Court:

Q. You were as far as from here to the wall, to what? A. From that other accident.

Q. From where the accident was? A. Yes.

The Court: That is just exactly fifty feet by the measurement of the County Engineer.

The Witness: Maybe a little more. I was so scared like. I was too scared like to run. I don't know how I came home after that.

By Mr. Mackey:

Q. About how long was Mr. Ross stalled on the track? A. About two minutes, no more.

Cross examination by Mr. Hartpence:

Q. You had been after your cow, hadn't you, Mrs. Kupetz? A. Yes.

Q. What time was it? A. I go after my cow, it was after four. Before I bring cow a little while after that I stay over there watching the cow until after five.

Q. After five? A. Yes.

Q. You went after the cow because it was getting dark? A. Yes, because it was starting to get dark and I wanted to milk her.

Q. You wanted to milk her, is that right? A. Yes.

Q. And you had driven her across this Lombard Street crossing? A. Yes, we had crossed this crossing before that, too.

Q. And then the cow stopped to eat some grass? A. Yes.

Q. And it was then that you saw Mr. Ross come along with his family in the automobile, wasn't it? A. Yes.

Q. Which side of the road were you on? A. The side nearest my house.

Q. On the upper side of the road? A. Yes.

Q. You could see the people in the automobile after it drove past you? A. Yes.

Q. Who was driving the car? A. Mr. Ross was driving.

Q. On which side of the car was he sitting? A. Left side.

Q. Which seat? A. Front seat.

Q. Now where was Mrs. Ross? A. Alongside him.

Q. And where was the little baby Robert? A. In her lap.

Q. Where was Tommy? A. In the back seat.

Q. He was in the back seat alone? A. Yes.

Q. You are sure of that? A. Sure, I could see plain.

Q. No curtains in the car? A. No, just a little door.

Q. Mr. Ross must have passed you then in the car as you stood there watching your cow, didn't he? The automobile went right on past you? A. Yes, he passed me. I was just like here and he was right over there.

Q. You say the car stalled right on the tracks? A. Right on the tracks.

Q. Had the car stopped before that? A. Before that it started a little bit, and the engine run. He stopped himself looking this side and this side, and if he try to go, and he try to go and his car

stalled right on the railroad, and the first he see the train close to him and he try to run away and he couldn't. I screamed and hollered. He just fall on his back.

Q. Where was the train when you first saw it? A. This side the tool house.

Q. That is, it had passed the tool house, had it, before you saw it? A. Yes, passed the tool house.

Q. And you could see it before you heard Mrs. Ross scream or afterwards? A. Before I seen that train she see that train and scream and I looked and see it at the same time.

Q. At the same time. Well now, if the automobile got stalled on the railroad track— A. The train hit him.

Q. After it got stalled, and you said it was there about two minutes? A. Yes, sir.

Q. What did you do during that two minutes? A. I stayed there. What did I do? I stayed there and looked.

Q. Did you watch the automobile all that time? A. I didn't watch it all the time. I say I stay there and I—it wasn't much far.

Q. You didn't start on home with your cow, did you, until the accident? A. After the accident I started.

Q. You are sure the car was on the crossing for at least two minutes, are you? A. Yes.

Q. Which track was it on? A. First track.

Q. First track? A. First track.

Q. Well, how far onto the track was the automobile? You know, there are two rails to the track. A. How?

Q. There are two rails there to the track. A. Right in the middle.

Q. Was that in the middle—the automobile was right in the middle? A. The automobile was.

Q. And the front part of the automobile got clear over the second rail? A. Yes.

Q. And stood right in the middle of the track? A. Yes.

Q. Stood there you say for two minutes? A. Yes.

Q. Now you didn't see Mrs. Ross trying to get out of the car until after you heard her scream? A. Yes.

Q. When? A. She looked in the back and she see train and she tried to get out and she fall on his back.

Q. That is when she saw the train? A. That is when she saw the train.

Q. That is the first she tried to get out, wasn't it? A. Yes.

Q. Well, the train was pretty close to them then, wasn't it? A. Yes, the train go fast.

Q. The train was going fast, wasn't it? A. Yes.

Q. When you started to go home you met your husband coming down after you, didn't you? A. Yes.

Q. What did he say to you? A. He say to me, "What is the matter?" And I say, "Mr. and Mrs. Ross got killed." That is all I can say. I can't say no more. I was so scared and nervous. I was white.

Mr. Mackey: Is it admitted that the train that collided with the automobile was driven by Calvin W. Steelman? Is Mr. Steelman here?

Mr. Hartpence: No. There is an admission of facts, dated January 28, 1926.

Mr. Mackey: I didn't ask for any admis-

sion of facts. I will call the stenographer. I have the record here, your Honor, of the examination before trial.

Mr. Hartpence: I will ask that the whole examination be read, the examination before trial.

Mr. Mackey: Is there any question in this case that Calvin W. Steelman was driving that engine? It should be in the pleadings, but they put in a general denial, but if that denial is adhered to I will call the stenographer that took the record in the examination before trial.

Mr. Hartpence: I have no objection to admitting on the record that Calvin W. Steelman, one of the defendants in this suit, was the engineer who was driving the locomotive drawing train 2412, which collided with the automobile in which Thomas Ross was riding at the time of the accident. I will make the admission right on the record. But when the time comes I desire to show that that admission was made in connection with another situation which I desire to show also.

PLAINTIFF RESTS.

DEFENDANT'S CASE.

CHARLES O. FULLER, sworn.

Direct examination by Mr. Hartpence:

Q. Where are you employed? A. Secretary of State's office, Trenton, New Jersey.

Q. How long have you been employed there? A. About twenty-three years.

Q. What is your position there? A. Clerk.

Q. In charge of the records? A. Yes, sir.

Q. Have you brought with you some records in your office today, pertaining to the organization and reports of the West Jersey and Seashore Railroad, and of the Pennsylvania Railroad Company? A. I have.

Q. Would you let me see what you have, please? (Witness hands papers to Mr. Hartpence.)

Q. What else have you there? A. I have the merger.

Q. You have the merger agreement? A. Yes.

Q. And what else have you? A. I have the opinion of the Court of Errors and Appeals in Case 3082, and the other papers, three other papers.

Q. Did you bring the reports of the Pennsylvania Railroad Company also? A. No, sir, I did not.

Q. Will you please bring those tomorrow morning when you come over? A. Yes, sir.

Q. This one document which you have produced "Agreement of Consolidation and Merger, filed in the Office of the Secretary of State of New Jersey on the 4th day of May, 1896, Henry C. Kelsey, Secretary of State"? A. Yes.

Mr. Hartpence: I will offer that in evidence, your Honor, as the document which shows the creation, practically, of the West Jersey and Seashore Railroad Company.

Mr. Mackey: I object to it as irrelevant and immaterial at this time, and as having no bearing on the issues in this case, and not the best evidence, if they are attempting to show that the train was not operated and controlled by them.

Mr. Hartpence: It is our purpose, of course, your Honor, and we will be obliged, I take it, to show by certain documentary proof that the West Jersey and Seashore Railroad Company is a separate and distinct corporation from the Pennsylvania Railroad Company.

The Court: This is produced from the Secretary of State's office.

The Witness: Yes, sir.

Mr. Hartpence: Your Honor will find the file marked on the back. It shows that the West Jersey and Seashore Railroad Company was formed by the consolidation and merger of the various corporations referred to therein.

Mr. Mackay: I have the further objection that it is of no use except to encumber the record.

The Court: I notice that the Pennsylvania Railroad is not referred to in this document.

Mr. Hartpence: No, sir.

The Court: I was wondering what bearing it would have upon this issue, of whether or not there was control or operation of this railroad by the Pennsylvania. It is admitted that this West Jersey Railroad Company is a corporation, and a corporation of the State of New Jersey. Now, I do not see how it would be evidential what other companies are consolidated or merged with it if the Pennsylvania was not one of them.

Mr. Hartpence: It would be clearly evidential for this reason, that the Pennsylvania Railroad Company is not one of the

companies merged with the West Jersey and Seashore Railroad Company.

The Court: It will be received for the purpose of connecting up the chain of evidence bearing upon the question of operation and control. Of itself I do not see that it would be evidential, but I will receive it in connection with any other proof that may be offered, and strike it out if not connected up later.

Mr. Mackay: Exception.

Mr. Hartpence: Being an original record I suppose it will not be marked, but will be given a number.

The Court: Yes, let it be considered as marked in evidence.

(Marked Exhibit D-7 as of this date.)

Q. And these reports that you brought with you, they also came from your files? A. Yes, sir.

Q. And they show the annual report of the West Jersey and Seashore Railroad Company from the year 1896 down to the present year 1928, do they not, Mr. Fuller? A. Yes, sir.

The Court: That is the statutory annual report?

The Witness: Yes, sir.

Mr. Hartpence: These are also offered in evidence, if your Honor please, to show that during the whole period from the merger to date, the West Jersey and Seashore Railroad Company has continued to be a separate and distinct corporation and has made its reports annually according to law.

Mr. Mackay: I object to that on the ground it is incompetent, irrelevant and im-

material, and in no way tending to disprove the claim that the train in question was operated by the Pennsylvania Railroad, and on the ground that these financial reports filed in the Secretary of State's office have no bearing on this case.

The Court: Then I assume from that that you waive the contention that the Pennsylvania was operating this road upon which this report was made as part of its system?

Mr. Mackey: No, I do not waive that.

The Court: Then it is admitted for that purpose.

Mr. Mackey: Exception.

The Court: You still claim that that is a part of the system?

Mr. Mackay: Yes.

(Marked Exhibit D-8 as of this date.)

(Reports cover period from 1896 to 1928, inclusive.)

Mr. Hartpence: Now I also offer in evidence, if your Honor please, the four additional documents produced by Mr. Fuller, being the notice of argument in case 3166, in the New Jersey Court of Errors and Appeals, for the November Term, 1914, in the case of West Jersey and Seashore Railroad Company, Relator-Appellant, *v.* The Board of Public Utility Commissioners, Respondents-Appellees, and the opinion of the Court of Errors and Appeals filed in that case, carrying number 3082, on April 22, 1915; and order of affirmance and remittitur entered in that court in that case on May 11, 1915, and the check list showing the vote of the court in that case filed April 22, 1915. And

in making the offer of those four papers, your Honor, it is with this purpose in view, that the defendant Pennsylvania Railroad Company not only asserts and contends that it is a separate and distinct corporate entity from the West Jersey and Seashore Railroad Company, and that it does not operate and control the West Jersey and Seashore Railroad Company nor its trains, and that on the contrary, as evidenced by these proceedings in this case, in their efforts to obtain a lease of the West Jersey and Seashore Railroad Company and its franchises, for the purpose of operating it from back as far as 1913 and 1914, the Board of Public Utility Commissioners of this State refused to sanction the lease and the Supreme Court refused to mandamus the Board of Public Utility Commissioners, and so they were never able to get in position where they could operate and control the West Jersey and Seashore Railroad Company.

Mr. Mackey: I object to this also on the ground that it is incompetent, irrelevant and immaterial, and not the best evidence, and not the right way to prove that they do not operate and control this system, if they claim that they do not.

The Court: I think I had better get your reason on the record,—incompetent, irrelevant and immaterial, and so forth—

Mr. Mackey: I think with the same relevancy you might bring up all the books from the Clerk's office of the Court of Errors and Appeals and show that he made

entries in each book that the counsel appeared on such and such a day.

The Court: We needn't go into those details, the check list of the Court of Errors and Appeals. What do we care for the check lists and notices of argument in the Court of Errors and Appeals? I don't see how that is material. This matter here is not evidential, because the real facts that would be evidential is as to whether or not the Pennsylvania Railroad Company had or had not a lease. That would be one of them. Now if it had not, that is evidence. If it has, that is evidence, but if it failed to get a lease, that is not evidence. I sustain the objection.

Mr. Hartpence: I pray an exception to your Honor's ruling, and I will ask that the four documents be marked for identification, or rather, considered marked, in the order in which they were offered, namely,

Notice of Argument.

(Marked Exhibit D-9 for Identification of this date.)

The Opinion of the Court.

(Marked Exhibit D-10 for Identification of this date.)

The Order of Affirmance and Remittitur.

(Marked Exhibit D-11 for Identification of this date.)

And the check list.

(Marked Exhibit D-12 for Identification of this date.)

Mr. Hartpence: To simplify the situation on the record then, if your Honor please, with my adversary's assent, I would

like to make the formal offer of the Annual Reports of the Pennsylvania Railroad Company to the Secretary, filed with the Secretary of State of New Jersey, for the years 1920 to 1928 inclusive, and which Mr. Fuller, this witness, states he did not bring with him, although the request was that they be produced. He says he will produce them tomorrow, and I presume if the trial lasts that long we can have him back.

The Court: I cannot rule upon anything that is not here and is not offered.

Mr. Hartpence: I reserve the right to produce Mr. Fuller later in the trial and produce those reports.

The Court: Very well.

Q. This certificate, Mr. Fuller, which you have also produced, whose signature is that to the certificate? A. The Secretary of State's.

Q. Joseph F. S. Fitzpatrick? A. Yes, sir.

Q. The present Secretary of State? A. Yes, sir.

Q. And that was produced from your office? A. Yes, sir.

Mr. Hartpence: That is offered in evidence, if your Honor please, to show that the present Commissioner of Motor Vehicles of the State of New Jersey is William L. Dill, and was such in November, 1923, at the time this accident happened.

Mr. Mackey: I object to that as immaterial. He might bring certificates here to show that Mr. Moore was the Governor.

The Court: It isn't necessary. The Court will and does now take judicial notice of the fact that Mr. Dill is the Motor Vehicle Com-

missioner of the State of New Jersey, and has been to the Court's knowledge for the last ten years at least.

Mr. Hartpence: I ask that it be marked for identification.

(Certificate marked D-13 for Identification of this date.)

JAMES A. HOWARD, sworn.

Direct examination by Mr. Hartpence:

Q. Where are you employed, Mr. Howard? A. Supreme Court Clerk's office at Trenton.

Q. Supreme Court of New Jersey? A. Yes, sir.

Q. And how long have you been employed there? A. Twelve years.

(Noon Recess)

AFTER RECESS.

JAMES A. HOWARD, recalled.

Direct examination by Mr. Hartpence (continued):

Q. Do you produce from the files of the New Jersey Supreme Court, Mr. Howard, the papers in the case of West Jersey and Seashore Railroad *v.* The Board of Public Utility Commissioners? A. Yes, sir.

Mr. Hartpence: I offer these records, consisting of eight papers, in Case No. 6408, West Jersey and Seashore Railroad Company *v.* The Board of Public Utility Commissioners, from the files of this Court, New Jersey Supreme Court, Trenton.

The Court: For what purpose?

Mr. Hartpence: The offer is made, if

your Honor please, for the same purpose as indicated in our offer of the records from the Court of Errors and Appeals.

The Court: To show that there was an application for lease of this West Jersey and Seashore Railroad, and that it was refused?

Mr. Hartpence: Yes, sir, and to show that following the refusal by the Board of Public Utility Commissioners, that application was made to the Supreme Court for a writ of Mandamus to compel the Board to take action, and showing the result.

The Court: Showing the refusal of the Court to mandamus the Public Utility Commissioners to approve of the lease?

Mr. Hartpence: Yes, sir.

Mr. Mackey: I object to that on the same ground that I objected to the previous offer upon the part of the Secretary of State's office, namely the opinion and—

Mr. Hartpence: I haven't offered the opinion. I will put that in later.

The Court: This is another case.

Mr. Mackey: All right, I am not going to bother about it. Let him put them all in.

The Court: Let them be marked.

(Papers considered marked Exhibit D-14 of this date, eight papers.)

Mr. Hartpence: It might be well to put the file numbers on the record so there will be no doubt about them.

The Court: Yes.

Mr. Hartpence: Notice filed May 27, 1914.

Notice filed October 26, 1914.

Demurrer filed October 27, 1914.

Order filed October 27, 1914, marked Judgment for Respondent.

Joinder and Demurrer filed October 30, 1914.

Notice of Appeal filed November 5, 1914.

Notice filed November 6, 1914.

Remittitur filed May 11, 1915.

Copy of Judgment on Appeal from Court of Errors and Appeals, filed November 10, 1914.

Also the Opinion of the Supreme Court, filed February 24, 1914.

And which is the complete file in the New Jersey Supreme Court.

The Court: Now, in view of the course that this has taken, do you desire to maintain your objection to the documents which the Court excluded this morning?

Mr. Mackey: No. Let him put those in too.

Mr. Hartpence: Very well, your Honor, I ask that they be marked in evidence under the same numbers as they were marked for identification this morning.

(Exhibits D-7 to D-12 for Identification of this date, are now marked the same numbers in evidence.)

By Mr. Hartpence:

Q. This one additional paper marked "Report of the Board of Public Utility Commissioners," where did that come from? A. From the Board of Public Utility Commissioners.

Q. From whom did you receive that? A. From Mr. Barber.

Q. Secretary of the Board? A. Yes, Secretary of the Board.

Q. To avoid sending some one here from that office? A. Yes.

Mr. Mackey: No objection.

Mr. Hartpence: This is the decision of the Board of Public Utility Commissioners on the application dated July 22, 1913, and I ask that it be considered marked in evidence.

(Exhibit is considered marked, but is not marked. Considered marked Exhibit D-15 of this date.)

Mr. Hartpence: If your Honor please, I desire to read at this time the deposition of Calvin W. Steelman, being the examination before trial.

The Court: What is the situation? Is Steelman alive or dead?

Mr. Hartpence: This is the examination taken before trial by the plaintiff of Mr. Steelman.

Mr. Mackey: I object to it on the ground that Mr. Steelman is here in the courtroom, and we should have the privilege of cross examining him.

(After discussion Mr. Hartpence withdrew the offer.)

WALTER JESUNCOSKY, sworn.

Direct examination by Mr. Hartpence:

Q. What is your occupation, Mr. Jesuncosky? A. Station agent and telegrapher, telegraph operator.

Q. Where? A. Milmay, New Jersey.

Q. For whom do you work? A. The Atlantic City Railroad.

Q. How long have you been station agent there? A. I have been eleven years there.

Q. Eleven years? A. Yes, sir.

Q. Do you recall the accident to the family of Thomas Ross there in Milmay, November 8, 1923? A. Yes, sir.

Q. Did you see the accident? A. Yes, sir.

Q. Where were you at the time it happened? A. In the office.

Q. In which office? A. In my office there, the station.

Q. At the station? A. Yes, sir.

Q. Where is that station located, Mr. Jesuncosky, with relation to the place where the accident happened? A. North of where the accident took place.

Q. Where did the accident take place? A. At the first crossing south of the station.

Q. And what do you call that? A. The second crossing, not the first.

Q. What do they call that? A. Lombard Street.

Q. What is the first crossing? A. Cumberland Avenue.

Q. Cumberland? Now, how far above Cumberland Avenue is the station located, about? A. To the best of my knowledge about one hundred feet.

Q. And do you know Mr. Kupetz? A. Yes, sir.

Q. Where did he live? A. Right across from the station.

Q. East or west? A. East side.

Q. That is the other side of the tracks from the station? A. Yes, sir.

Q. Is his house as far north as yours above Cumberland Avenue, as your station? A. I think it is.

Q. Just about opposite, would you say? A. Just about opposite.

Q. About how far back from the railroad tracks does the house of Mr. Kupetz stand? A. About two hundred feet.

Q. Who first called your attention to the accident? What did you see first? A. The headlights on the automobile.

Q. And what time of day about, was it? A. Around 5:15.

Q. And how do you fix that time? A. I don't understand that.

Q. How do you fix that time? A. (No answer.)

The Court: What makes you say it was that hour?

The Witness: Well—

Q. Did it have any relation to the train time? A. Yes, sir.

Q. What was the regular train time of 2412? A. This train arrives there around 5:17 or 5:15.

Q. On its way north? A. Yes, sir.

Q. Does it stop at Milmay? A. No, sir.

Q. Where did you see the headlights of the automobile? A. Before they came to the railroad crossing, just as it come out of the woods. There is a short cut from the old Tuckahoe Road to the railroad crossing, and as the lights broke out of the woods I saw the headlights.

Q. Then what took place after you saw the headlights? A. The car was going so slow and I heard the train blow down below that, and I thought the car would wait before crossing, and I watched the headlights for a moment, and then I went about my work, not thinking—

Mr. Mackey: I move to strike out what he thought.

The Court: Yes, strike out about what he thought.

Q. You went about your work, and then what

happened? A. Then I heard a sharp blast of the whistle and then I looked out of the window and saw the train strike the car, and just at that time when it struck the car the whole thing was in a blaze.

Q. Could you see from where you were how far the car had gotten on to the tracks before it was struck by the train? A. No, I couldn't.

Q. You couldn't see that? A. No.

Q. Those are the tracks of the Atlantic City Railroad there? A. Yes, sir.

Q. You know Daniel Ross, do you, the brother of Thomas Ross, who was killed? A. Yes, sir.

Q. You and he work for the same railroad? A. Yes, sir.

Q. You say you heard the whistle about the time you saw the headlights of the automobile. What kind of a whistle did you hear? A. Two long and two short blasts of the whistle that was blowing for that crossing.

Cross examination by Mr. Mackey:

Q. Mr. Jesuncosky, what kind of train was this? A. Pennsylvania train.

Mr. Hartpence: I move to strike out the answer as incompetent.

The Court: Yes, strike it out.

A. (Continuing.) —Passenger train.

Q. Passenger train of what road?

Mr. Hartpence: Objected to, as this witness is not competent to testify as to that.

The Court: Yes, he can tell the physical characteristics it possessed. It would be a conclusion otherwise.

Q. Of what road?

The Court: I sustained the objection. You may state the physical characteristics.

Q. You are station agent there at Milmay station, aren't you? A. Yes, sir.

Q. And you have been there for some years before this accident and ever since? A. Yes, sir.

Q. And you were accustomed to see the trains that come past there every day? A. Yes, sir.

Q. Now you work for the Atlantic City Railroad? A. Yes, sir.

Q. And some Atlantic City trains come by? A. Yes, sir.

Q. Are there any other kind of trains that go by? A. Besides the Reading train? Yes, sir.

Q. What kind are those? A. Pennsylvania.

Mr. Hartpence: I move to strike that out.

The Court: Yes, strike it out.

Q. Did you see the name on this train that was involved in this collision? A. I did not.

Q. Did you see the train? A. Yes, sir.

Q. Didn't see any names on it? A. I didn't take any notice.

Q. Did you notice the color of the train? A. Yes, sir.

Q. Did you notice how many cars in the train? A. To the best of my knowledge about five or six.

Q. Not over six? A. No, sir.

Q. What color was the train? A. Red.

The Court: You mean the coaches were red?

The Witness: Yes, sir.

Q. Aren't there two colors of coaches that go by the station? A. Yes, sir.

The Court: What is the other color?
The Witness: Black and red.

Q. And what color are the Atlantic City coaches? A. Black.

Q. And what color are the trains marked Pennsylvania? A. Red.

Q. And this train has been going by there at 5:17 for years, hasn't it? A. Yes, sir.

Q. Since 1906? A. I think so.

By the Court:

Q. Can you tell whether or not it was a train scheduled to pass your station at that time on any time table? A. It was.

Q. It was scheduled as what kind of train? A. I couldn't say that, it was 2412, was the train.

Q. Was it scheduled as an Atlantic City train? A. No, sir.

Q. Do you know what railroad train it was scheduled as? A. What is that?

Q. You didn't know what railroad train it was scheduled as? A. No, I couldn't tell.

Q. For how long have you been at that station? A. Well, sure, I know it wasn't a Reading train.

Q. But how long have you been at that station? A. Eleven years now.

Q. And all that time you never noticed whether or not this train that passed by at 5:17 every day had "Pennsylvania" on their coaches. A. I have off and on. I have, yes, but not this particular night I didn't take notice.

Mr. Hartpence: I move to strike out the reference in regard to movement of trains on other occasions.

The Court: Yes, unless this is the train that went on that schedule.

Q. You say you are the telegrapher there? A. Yes, sir.

Q. And whenever a train passes through do you report it? A. Yes, sir.

Q. And how do you report it? A. "Train No. 2412 by at" such a time, whatever time it would be.

Q. And who do you report it to? A. Camden, New Jersey.

Q. And whom do you report it to? A. Chief train dispatcher, or the dispatcher at Camden.

Q. What dispatcher? A. I think, to the best of my knowledge, Doyle was.

Q. Doyle was the dispatcher? A. Yes, sir.

Q. And was he the Reading dispatcher? A. Yes, sir.

Q. Now, you say that you were sitting in your office on the 8th of November, 1923, and you were looking down toward the Lombard Street crossing? A. Yes, sir.

Q. Your office is up north of the Cumberland Street crossing? A. Yes, sir.

Q. Up by Mr. Kupetz' house? A. Yes, sir.

Q. You were about as far away from the crossing as Mr. Kupetz? A. Yes, sir.

Q. And as you were sitting in the station you say you saw the lights of the automobile coming out of the old Tuckahoe Road on the road leading to the Lombard Street crossing? A. Yes, sir.

Q. Now, what took place then? A. I saw the car coming as it came out of the woods, the short cut to the Lombard crossing.

Q. That is this road here (indicating)? A. That is it.

Q. The diagonal road? A. As near as I could tell that is the road where the office is.

Q. Could you see this car at the time it was

going along the old Tuckahoe Road before it turned in to come to the crossing? A. I think that car had just turned after I saw the headlights, because the headlights kind of struck the office.

Q. Could you see the headlights when it was back here on the old Tuckahoe Road? A. No, sir.

Q. Why not? A. There was brush there.

Q. So when it was on this road, or when it is on this road you can't see the headlights, and it was only after it turned to come down on this road that you saw the headlights? A. Yes, sir.

Q. Did you see whether Mr. Ross was driving it or not? A. Couldn't tell.

Q. You couldn't tell that? A. No, sir.

Q. What happened then? A. Saw the car coming from the old Tuckahoe Road to the railroad crossing, and it was coming so slow—coming real slow—and I didn't pay any attention, I didn't think he was going to go across the tracks, and I went about my work.

Q. So between the time when you saw him coming real slow you turned away and went around about your work? A. I didn't leave the desk.

Q. You just stopped looking out of the window? A. Yes, sir.

Q. What were you doing then? A. I don't remember what I was doing, getting ready to go home.

Q. Clearing the desk? A. Yes, sir.

Q. What caused you to look out the window again? A. Sharp blasts on the whistle.

Q. So you didn't look out the window again until you heard a sharp blast of the whistle? A. No, sir.

Q. Was that the first whistle you heard? A. No.

Q. You had heard a whistle blown before that? A. Yes, sir, the regular whistle.

Q. You didn't look out of the window when you heard the whistle before that? A. No, sir.

Q. Did you hear a bell before that? A. No, sir.

Q. Didn't hear a bell? A. No.

Q. Just heard the whistle before that? A. Yes.

Q. How did you hear the whistle blow? A. Two long blasts and two short blasts.

Q. Two long blasts and two short blasts? A. Yes, sir.

Q. Then when you heard this second sharp blast and you looked out what did you see? A. Just saw the bright light covering the car, and just at that moment I heard or saw the crash.

Q. Well, the crash had practically taken place as you looked at it. A. Well, no, not just—well, just about, yes—just about the moment I looked out the window I saw the crash—

Q. And you just saw the blaze or the crash of the collision? A. No, the blaze was after the crash.

Q. But you saw the crash? A. Yes, sir.

Q. So from the time that you first saw the car coming down slowly until the time of this crash when you had looked out, you didn't see the car in the intervening period? A. No, sir.

Q. Did you see anything after the collision? A. Saw the fire.

Q. I mean, did you leave the station and go down? A. I did not.

Q. Did you see the train come up in front of the station? A. Yes, sir.

Q. Where did the train stop after the collision? A. The rear of the train was about abreast of the office.

Q. So that it had come all the way from the Lombard Street station up past Cumberland Street crossing before it stopped? A. Yes, sir.

Q. And up to your office? A. Yes.

Q. How far is your office in the station from the Cumberland Street crossing? A. I couldn't say just exactly.

Q. How far north is it? It is some distance north? A. Yes, it is—you mean the Lombard Street crossing?

Q. No, the Cumberland Street crossing, to the station? A. About 100 feet.

Q. And the rear of the train was in front of your office? A. Yes, sir.

Q. And when you came out did you see any of the cars of that train? A. The conductor came in the station.

Q. Who was he? A. Lord.

Q. Did you see the engineer? A. No, sir.

Q. Didn't know who the engineer was? A. No, sir.

Q. Did you notice the uniform the conductor had on? A. I did not.

Q. Didn't notice that? A. No, sir.

Q. Were you asked to sign a statement right after this accident? A. I think I did.

Q. You have talked with claim agents before you came down here? A. No, sir.

Q. Haven't even talked with Mr. Hartpence? A. Just to pass the time, you mean?

Q. Yes. A. I came up with one of the investigators.

Q. You came up from Milmay with one of the investigators? A. No, from Vineland.

Q. Did he discuss what you were going to say here? A. No, sir.

Q. Are you going to be paid for being here? A. No, sir.

Walter Jesuncosky, redirect.

Redirect examination by Mr. Hartpence:

Q. As a matter of fact you were subpoenaed to come here today? A. Yes, sir.

Q. And paid your subpoena fee? A. That is all, yes, sir.

Q. And when you spoke about in your cross examination of seeing the bright light on the car when you looked out of the window following the sharp blast of the whistle, what did you mean, the bright light on the car? A. On the engine.

Q. You said you saw a bright light on the car? A. That is on the automobile coming across from the Tuckahoe Road.

Q. What was the bright light that you said you saw just as you looked out just before the crash? A. That is the bright light of the engine.

Q. The headlight, you mean? A. Yes, sir.

Q. And that light hit the car? A. Yes, sir, that is it; I saw the automobile coming across from the Tuckahoe Road across the railroad tracks first.

Q. I understood you to say you saw the headlights of the automobile? A. Yes, sir.

Q. Could you see the car itself? A. Well, I couldn't see it very plain, just faintly.

Q. Just faintly? A. Yes, sir.

Q. Why was that? A. Getting dark.

Q. Getting dark. And then this whistle that you spoke of, two longs and two short blasts of the whistle, you said was the regular whistle, the regular whistle of what? A. The regular whistle for that crossing, the railroad crossing.

Q. Whistle of what? A. Of the engine.

Q. Of the engine? A. Yes, sir.

Q. And then later on you heard a sharp blast? A. Yes, sir.

Q. Do you recall how many blasts there were? A. The sharp blasts, there was a succession of blasts, I can not say just how many. It was the danger signal.

Recross examination by Mr. Mackey:

Q. Do you remember testifying on the 30th of March, 1926, or a couple of days after that, in this court? A. I remember some things, yes.

Q. You remember you were here as a witness and testified? A. Yes, sir.

Q. You were called by the Pennsylvania Railroad Company? A. Yes, sir.

Q. Do you remember being asked this question —these questions, and giving these answers, at that time? The questions were asked you by Mr. Hartpence:

"Q. What do they call the crossing where the accident occurred? A. I think it is Lombard Street.

"Q. You have been down there, haven't you, during your nine years' experience there? A. Yes.

"Q. What do you say about the view up and down the track? A. The view is clear.

"Q. How far south? A. Why, the view is clear there—from the office I can see a mile down the track; from my office.

"Q. Can you see any further down than the Lombard Street crossing? A. I think you can see further than that from the crossing." Do you remember being asked those questions and giving those answers? A. Yes, sir.

William L. Bert, direct.

WILLIAM L. BERT, sworn.

Direct examination by Mr. Hartpence:

Q. Where do you live, Mr. Bert? A. I lived in Milmay at the time this accident was.

Q. Did you see the accident to Mr. Ross' family there? A. Yes, sir.

Q. Where were you at that time? A. I was coming to Milmay station.

Q. In what direction were you walking? A. I was coming up old Tuckahoe Road.

Q. Walking toward Milmay station? A. Yes.

Q. What brought the situation to your attention? A. The whistle of the train of the engine.

Q. What did you hear? A. Blowing for the Lombard crossing.

Q. Then what took place after that? A. Well, after they gave the regular signals for the crossing then the car passed before I turned into the crossing.

Q. The car passed you before when? A. Before I got up. I was coming up Tuckahoe Road and before I got up to where I was going to turn to go to the crossing, why it passed me, and then after it passed me, and as it got half way between the crossing and it had to turn off Tuckahoe Road, that is the time I heard the two long and two shorts.

Q. Of the locomotive whistle? A. Yes. And then about the time the car—he got just about out of the woods—just about the time it got along there, why I was up on the Tuckahoe Road at that time, and you have a little rise to go up before you got to the crossing, and of course I wasn't paying any more attention, and after I started up on this little rise, then it gave the sharp blast and

then I happened to look around and he was going up on the track.

Q. You say Mr. Ross' automobile had passed you while you were walking along the Tuckahoe Road? A. Yes, sir.

By the Court:

Q. How far were you away from the nearest track when this automobile passed you? A. Just about the distance—right at the crossing I stepped out of the road to let him pass.

Q. Were you at the crossing then or not, there? A. Here is the Tuckahoe Road and near where you go on to the railroad—

Q. What I would like to know is, how many feet were you away from the nearest rail of this railroad track at the time that Mr. Ross' automobile passed you going toward the crossing? How far were you away? A. I was just about one hundred feet, something like that.

By Mr. Hartpence:

Q. You were back on the Tuckahoe Road at that time, as I understand you? A. I was right at the Tuckahoe Road when he turned in.

Q. Now running from the old Tuckahoe Road the road turns off then and runs toward the railroad, doesn't it? A. Yes, sir.

Q. And you had not yet reached, as I understand you, when he passed you, had not yet reached this road that turns off to the railroad? A. Yes, sir.

Q. You had reached this road? A. I got on this side and he turned in this way.

The Court: You mean the forks of the road.

The Witness: Yes, sir.

Q. Right at the forks of the road? A. Yes, sir.

Q. And after he passed by you which way did you continue to walk, if at all? A. I went right on in behind him.

Q. In behind him? A. Yes.

Q. Followed along that same turn of the road? A. Yes.

Q. As it wound around toward the railroad tracks? A. Yes.

Q. And what did you observe about his car as it went along before it reached the railroad, anything? A. No, sir, I didn't observe anything about his car.

Q. Did his car stop or keep on going, or what happened to it? A. No, he didn't stop.

Q. He didn't stop? A. No.

Q. You say it was after he passed you before you heard the two long and two short blasts of the locomotive whistle? A. Yes, that he turned in to go to the crossing.

Q. Didn't he stop then? A. No, sir.

Q. Didn't you see the locomotive of the train stop him? A. Yes, sir, I saw it.

Q. Where was his car at that time? A. On the tracks.

Q. How far had it gotten on the tracks? Did you see it? A. The front part of it was just about up on the tracks.

Q. Just about on the tracks? A. Yes.

Q. Did you see the train coming after you heard the whistle? A. Did I see it?

Q. Yes. A. No, I couldn't see it. When he made the two long and two shorts I couldn't see it on account of the brushes.

Q. Did you see it at any time? A. After he blowed the short blast then I was out in the clear.

Q. You could see it then? A. I could see it.

Q. You did see it? A. Yes,

Q. Did you know Mr. Ross personally? A. Yes, I knowed him.

Q. How long had you known him? A. About a year; something like that.

Q. After the accident happened then what did you do? A. What did you say?

Q. After the accident happened where did you go? A. I ran up there to the store, John McTesher's store, and told him about it.

Q. Kupetz'? A. John McTesher's store.

Q. Where is that located? A. Right across the railroad.

Cross examination by Mr. Mackey:

Q. You say you knew Mr. Ross for about a year? A. Yes, sir.

Q. Did you know Mrs. Ross too? A. His wife.

Q. Yes. A. Yes, sir.

Q. They lived together down there at Milmay? A. Yes, sir.

Q. Mr. Ross was postmaster? A. Yes, sir.

Q. And Mrs. Ross used to be around the post office every day? A. Yes, sir.

Q. Now, on this particular day, the day the accident happened, where were you coming from and where were you going to at the time you ran into Mr. Ross on the road? A. I was coming from home.

Q. Where did you live, down near Kelly's? A. I lived across over from Kelly's.

Q. Across on the other side of the tracks? A. No, across on the other side of Tuckahoe Road.

Q. On the same road that Kelly lived on only further south? A. No, back east.

Q. I see, across the old Tuckahoe Road from Kelly's? A. Yes.

Q. You were walking from your home, and where were you going to? A. Down to the store.

Q. Down to Kupetz' store? A. No, down to McTester's store.

Q. Is there another store in Milmay? A. Yes.

Q. It is across the Lombard crossing on the other side of the track, isn't it? A. Yes, sir.

Q. What were you going to do, going across the crossing in order to get there, is that what you were going to do? A. Yes.

Q. Where were you on that road when you first saw Mr. Ross? A. When I first saw him?

Q. Yes. A. He passed me.

Q. Where were you when he passed you? A. I was right at the forks of the road where you turn out to go to Lombard crossing.

Q. Right up about here, where that "X" is? A. Yes.

Q. Now, let me have this clear. Were you right at the point where this crossroad here runs into the old Tuckahoe Road back here? A. Yes.

Q. And that is where you were when Mr. Ross passed you? A. Yes.

Q. What did he do? Were you behind him or did he turn around you? What side of the road were you on, the right or the left? A. I was on the right hand side when he passed me.

Q. You were on the right hand side when he passed you? A. Yes.

Q. And he passed on your left? A. Yes.

Q. And then did he turn his car in? A. He turned in to go to Lombard Street crossing.

Q. He was going the same way you were? A. Yes.

Q. And turned left into this crossroad going down? A. Yes.

Q. What did you do after that? How far did you walk after he passed you right at the intersection. How far did you walk before you saw him next? A. Saw who?

Q. Saw Mr. Ross or his car? A. How far did I walk, he had gone past me.

Q. You didn't walk at all then? You just stood there? A. I went across the road.

Q. You went across the road? A. Yes, I was going the same way he did, and I was on the right hand side of the old Tuckahoe Road.

Q. He turned left and went around the corner, didn't he? A. Went to the Lombard crossing.

Q. Turned the corner to go to the Lombard crossing? A. Yes.

Q. And you turned the corner too? A. Yes.

Q. And you started to go to the Lombard crossing? A. Yes.

Q. How far did you go before you heard the whistle? A. Well, I just had turned out across old Tuckahoe Road and got into the road to go to the crossing.

Q. Right as he was making the turn you heard the first whistle? A. Yes.

Q. And then between that time and the time when you heard the second whistles, how far did you walk? A. Oh, I had got half way; I had got out—

Q. You had got half way down to the crossing? A. Yes.

Q. And were you walking very fast? A. Oh, I was walking tolerable fast.

Q. You were walking tolerably fast? A. Yes.

Q. So you got half way down here beyond the

bushes when you heard the second whistles right before the crash? A. I say half way between the old Tuckahoe Road and the railroad.

Q. Half way between the old Tuckahoe Road and the railroad? A. Yes.

Q. When you saw the crash? A. No, I didn't see the crash.

Q. You didn't see the crash? A. Yes, I saw the crash.

Q. Well, did you or didn't you? A. Yes, I saw it.

Q. You were half way between the old Tuckahoe Road and— A. I had got out from behind the bushes.

Q. Bushes up there by the old Tuckahoe Road? A. Yes.

Q. And you can't see the railroad there, can you? A. No.

Q. And you got out from those bushes? A. Yes.

Q. And half way down to the track before that crash took place? A. Yes.

Q. So there was all that time between the time you heard the first whistles and the time the crash took place? A. Yes.

Q. How long would you say it took you to walk that far? A. I don't know; I didn't—

Q. Two or three minutes? A. I don't know how long; I didn't pay any attention to it.

Q. Were you going at a slow gait or at a fast gait? A. I was just walking ordinary gait, just like I was going to the door.

Q. You were going slow? A. Just like I was going to the door.

Q. The way you walked up here to the witness stand? A. Yes, something like that, I guess.

Q. And all that time—that is about fifty or

seventy-five feet, isn't it, that distance you covered? A. I don't have no idea how far it was.

Q. What? A. I don't have no idea how far it is.

Q. You don't have any idea how far? A. No.

Q. Was it as far as from where you were sitting in the back? A. No, it wasn't that far.

Q. It wasn't that far? A. No.

Q. You are sure about that? A. I don't know; I wouldn't be sure; I never took any attention or measurements to it.

Q. You are sure you heard these whistles, aren't you? A. Yes, I heard them.

Q. What makes you so sure about that? A. Because I heard them.

Q. Did you hear the bell, too? A. I didn't pay any attention to the bell.

Q. You didn't hear the bell? A. I didn't pay any attention.

Q. How did you pay attention to the whistle and not to the bell? A. I heard the sound of the whistle.

Q. You would have heard the sound of the bell if it had rung? A. If I had been paying any attention to it I guess I could have heard it.

Q. You were paying as much attention to the bell as you were to the whistle? A. The bell don't ring as much as the whistle.

Q. Do you remember the noise of the bell? A. I do not.

Q. You don't know whether the bell was ringing or not? A. No, I didn't pay any attention to it.

Q. Now who did you see around there when you got down there? Tell us what happened when you got down there, half way down? A. Tell which?

Q. Tell us what you saw when you got half way down to the tracks? A. I saw the train hit the car.

Q. Well, now, were you watching Mr. Ross all the time? A. Sure, I didn't think he was going across.

Q. After he passed you you kept watching him while you were walking after him? A. I was going right behind him. He was right in front of me.

Q. And what did you see him do? A. What I see him do, how?

Q. What did you see him do after he passed you going on to the tracks? A. He was just driving his car along.

Q. Didn't he stop his car before he went on the tracks? A. No.

Q. And when he got on the tracks did he stall? A. No. No, he didn't stall.

Q. You are sure he didn't stall? A. No, he was like you are sitting here.

Q. You are sure he didn't stall on the tracks and wasn't there for two minutes? A. No, I didn't see that.

Q. You wouldn't say he wasn't? A. No.

Q. And did you see Mrs. Kupetz there? A. She was up above.

Q. She was there with a cow, wasn't she? A. Yes, she was between the crossing and her house.

Q. Was she looking at Mr. Ross too? A. I don't know whether she was looking at Mr. Ross or not.

Q. Do you remember how she was facing? A. No, I don't remember that.

Q. You don't remember how she was looking? A. No.

Q. But you saw the train hit Mr. Ross? A. Yes.

Q. Then what did you do? A. I went on up there and told—

Q. You didn't try to help them at all? A. Didn't try to help them.

Q. Didn't try to help them? A. I went on up to the store and told them, and then I came back.

Q. To Mr. McTester's store? A. Yes.

Q. You mean you ran across the crossing and ran up the other side of the tracks? A. Yes, sir.

Q. Didn't you see Mr. Kupetz coming, or didn't you see Daniel Ross coming, or any of these people? A. No, I didn't see them.

Q. After you went to Mr. McTester's store did you go back to the crossing? A. Yes, I went back.

Q. When you came back who did you see then? A. When I came back I seen several people.

Q. Did you see Mr. Ross? A. Yes.

Q. Daniel Ross? A. Yes.

Q. The gentleman in court here? A. Yes.

Q. Did you see Mr. Ballard, the postmaster? A. Yes.

Q. And Mr. Kupetz? A. Yes, I saw him.

Q. You saw all those people there? A. Yes.

Q. Did you see Mr. Barnowsky? A. Yes.

Q. Did you see Mrs. Barnowsky there? A. Yes.

Q. Mrs. Barnowsky was there? A. Yes.

Q. And did you see Mrs. Kupetz standing there? A. Yes, a lot of people standing there, I didn't pay no attention to everybody there.

Q. But you are sure you saw Mr. and Mrs. Barnowsky there? A. At that time they were there. they came up there, yes.

Q. And you saw them there? A. Yes.

Q. Where are you working now? A. Hamilton

Q. Hamilton? A. Now I am working at Hamilton. Do you mean now?

Q. Yes. A. Hamilton, New Jersey.

Q. Who for? A. Standard Oil Company.

Q. Now was it light enough so you had a good clear view there at the crossing? A. No, it wasn't so light.

Q. It was light enough to give you a good clear view of the crossing? A. What do you mean, from Tuckahoe Road to the crossing?

Q. Yes. A. Yes.

Q. Well, now, it was pretty light, wasn't it? A. It wasn't dark.

Q. And you remember testifying before in this court room? A. Yes.

Q. Do you remember the following questions being asked you:

"Q. You could see down to that crossing? A. Yes.

"Q. And was it light enough to give you a clear view of the crossing? A. Yes.

"Q. Was it a clear view? A. I could see the crossing.

"Q. From the old Tuckahoe Road? A. Yes." Do you remember making those statements? A. (No answer.)

Q. Do you remember testifying as follows in this court room in 1926:

"Q. Did you witness the accident to Mr. Ross' car? A. I did.

"Q. And where were you at the time it happened? A. I was coming up the Tuckahoe Road." Do you remember testifying that? A. Coming up the Tuckahoe Road?

Q. Yes. Do you remember saying, "I was coming up the Tuckahoe Road when the accident happened."

Mr. Hartpence: Objected to because it doesn't say so in the book.

Mr. Mackey: Look at page 321.

Q. Did you say that or didn't you? I will read it to you again:

"Q. Did you witness the accident to Mr. Ross' car? A. I did.

"Q. And where were you at the time it happened? A. I was coming up the Tuckahoe Road." Did you say that? A. I guess I did if you got it down there.

Q. And you were here at that trial? A. I was here.

Q. And you were sworn to tell the truth? A. That has been so long I don't know what I said.

Q. Well, you are coming here today and you are saying this, aren't you? A. (No answer.)

Q. Don't you remember what happened? A. I know the accident.

Q. Yes. Now, you came here and when Mr. Hartpence asked you those questions I have asked you you gave those answers. Now, which was the truth, what you said two years ago and what I have read you, or what you are testifying here today?

Mr. Hartpence: Objected to because you haven't read all he said. Why not read the whole of it? There is a whole page of it there.

The Court: You may bring that out. Go ahead.

Q. Which is the truth, Mr. Bert? Where were you? Were you on the old Tuckahoe Road or were you on this Lombard Street road that crosses over—

Mr. Hartpence: My objection to it, your Honor, is that there is nothing to the contrary testified to by this witness. He said he was on the old Tuckahoe Road this afternoon, and then he went on to tell what hap-

pened, and how he followed the car. There isn't anything inconsistent at all.

The Court: Probably you did not hear him when he said he reached the point which he said at one time was half way between the Tuckahoe Road, and the other at the time of the accident.

(Question repeated.)

A. You mean the time—

Q. I mean the time of the accident, when the accident happened.

The Court: When the engine hit the car.

A. I was right in the forks of the road where you turn to go to Lombard Street crossing.

Q. You were just in the forks of the road? A. Yes.

Q. Right at the point where Lombard Street intersects the old Tuckahoe Road? A. Yes.

Q. And so you were back here, were you, back beyond the bushes? A. Yes—no.

Redirect examination by Mr. Hartpence:

Q. Now, Mr. Bert, when you testified here before, in addition to the questions which Mr. Mackey just asked you, were you also asked: "And where were you at the time it happened? A. I was coming up the Tuckahoe Road." Didn't you also make these answers to the following questions, right after that?

"Q. After he passed you, where did he go? A. He turned to his left and he kept right on up the Tuckahoe Road.

"Q. And after he turned to his left, what direction would that take him? A. Right to the railroad crossing.

"Q. Toward the railroad? A. Yes, sir.

"Q. Did you see his car all the way up to the railroad? A. Well, at the time he passed me, I could not see at the time he turned in, I was not quite up so that I could look directly at the crossing, but before I had got to the crossing I had come up to the point in the road where I could see right to the crossing, where he was going." Did you make those answers to those questions? A. Yes.

Recross examination by Mr. Mackey:

Q. But you weren't half way down between the Tuckahoe Road and the railroad, were you? A. No.

Q. And when you said that a little while ago you weren't telling the truth? A. When I said that—

Q. Yes, you said you were half way down between the Tuckahoe Road and the railroad? A. Not Tuckahoe Road, the road that runs out of Tuckahoe to the railroad.

Q. The old Tuckahoe Road to the railroad, didn't you say, and didn't I point to this map here? Didn't you say you were down about there? (Pointing at the map.) A. Yes.

Q. You said that before, didn't you? A. Yes.

Q. And that was wrong, wasn't it? A. Yes.

Redirect examination by Mr. Hartpence:

Q. Where you were and what you did say, Mr. Bert, was that, when you heard the first blasts of the whistle, the two longs and the two shorts, you said you were still back of the bushes, didn't you, and you couldn't see the train? A. Yes.

Q. And at the time Mr. Ross' car had gotten to

the railroad tracks you had walked about the length of this room, didn't you say, and you declined to express how far it was in feet, isn't that right? A. Yes.

Recross examination by Mr. Mackey:

Q. You were with somebody, weren't you? A. No, I wasn't with anybody.

Q. You weren't with anybody, all by yourself? A. Yes.

Q. Do you remember testifying as follows in the previous trial: "Q. And you say you were with Mr. White?" A. No, I didn't say that.

Q. Was Mr. White around? A. He was ahead of me.

Q. He was ahead of you? A. Yes.

Q. How far ahead of you? A. Oh, he was a good piece ahead of me.

Q. Walking? A. Yes.

Q. Did he turn off the road, the same road you turned off? A. The same road I turned off?

Q. Yes. No, he didn't turn off.

Q. But there was a Mr. White that was there ahead of you? A. Yes.

Q. By the way, have you been promised anything for coming here today? A. No.

Redirect examination by Mr. Hartpence:

Q. As a matter of fact, you were subpoenaed to come here? A. Yes.

Recross examination by Mr. Mackey:

Q. Where were you all morning?

Mr. Hartpence: Objected to.

The Court: Sustain the objection.

Mr. Hartpence: Now, if your Honor

please, I desire to read at this time the following admissions of facts, which were made by the defendants in this case, and to which reference was made this morning at the time I made the admission—

Mr. Mackey: I want to object to the admission of this so-called admission of facts, because they are not facts admitted by the plaintiff. It is something that was signed by the defendants, and the reason it was signed was because I was trying to get some data about the Pennsylvania System, and I subpoenaed Mr. Atterbury, President of the railroad, to appear before a special master in Philadelphia and submit to an examination, and they told me if I would excuse Mr. Atterbury from submitting to that examination that they would sign an admission of certain facts, and when I got the admission of facts, it was not a satisfactory admission of facts, and I do not think it is a fair and true admission of facts; so I object to it for those reasons.

The Court: Is this signed by anybody?

Mr. Mackey: It is not signed by me.

Mr. Hartpence: Then I will call Mr. Mackey.

RICHARD J. MACKEY, sworn.

Direct examination by Mr. Hartpence:

Q. I show you, Mr. Mackey, what purports to be a copy of a notice, and which has the typewritten signature at the bottom of it, "Richard J. Mackey," and ask you if you didn't serve a notice of which that is a copy, on our office during the progress of this suit? A. Yes.

Mr. Hartpence: I will ask that that be marked in evidence, or for identification.

(Marked Exhibit D-16 for Identification.)

Q. Now it was in pursuance of this notice, which was to apply to all this series of cases, that you sought to take the deposition of Mr. Atterbury that you testified to a moment ago, isn't that true? A. Let me see it again. I think it was.

Q. It is entitled, of course, in the case of Daniel Ross, but it is— A. This title is the title of this case.

Q. Yes. A. That is the one that I am not sure, unless there was an additional one—

Q. It was to take the deposition, was it not, of Mr. Atterbury, in Philadelphia? A. For the purpose of proving operation and control.

Q. Yes. It was not an examination before trial? A. Well, it was in the nature of an examination before trial. Under the law, as I understand it, you couldn't have an examination before trial of a foreign corporation in New Jersey, and the only way you could have the testimony was to have the deposition taken *de bene esse* without the State.

Q. And it was to avoid the necessity of Mr. Atterbury attending and giving that deposition, that this question came up about the admission of facts that you have referred to, was it not? A. Not to help me, but as a special favor to you, and I thought I was going to get a true and honest admission of facts.

Q. It was in consideration of— A. It was in order to do you the favor and Mr. Atterbury the favor of not requiring him to testify to the operation and control of this train by the Pennsylvania System that I consented to accept what you said would be an admission of facts; and when I re-

ceived it I didn't think it was a true admission of facts.

Q. Now I show you a letter dated January 25, 1926, and ask if that is your signature to the letter? A. Yes.

Q. And that is written on the letterhead of the firm with whom you practice in New York, O'Brien, Malevinsky & Driscoll? A. Yes, but I also have a New Jersey office.

Mr. Hartpence: I offer that in evidence.

Mr. Mackey: Yes, that is correct.

(Marked Exhibit D-17 of this date.)

Q. And in that letter you state: "However, I am willing to accept a stipulation in this form, signed only by you as a concession, that those facts are true, and reserve the right to object to their materiality and relevancy on the trial of this action"? A. A concession by you, not by me, yes.

Q. But that was submitted to you and you said you would be willing to accept this stipulation? A. To discontinue the action in Philadelphia, yes, but I didn't say I would waive proofs at the trial.

Q. Then as a matter of fact this so-called admission of facts was actually offered and marked in evidence, and used, on the former trial of the case, was it not?

Mr. Mackey: I object to that question on the ground that it is an improper question at this time, to refer to some legal result that took place at another trial, and it is not proper examination of any witness.

The Court: Yes, what happened in another trial would not be evidence here. Objection sustained.

Mr. Hartpence: I pray an exception to the ruling.

I will ask that this admission of facts, that I have just referred to, be marked for identification.

(Marked Exhibit D-18 for Identification, of this date.)

Q. To make it more explicit I will now ask you if this admission of facts, D-18 for Identification, was not admitted in evidence at the former trial of this case between the same parties.

Mr. Mackey: I make the same objection. I don't think it was offered in the Christina Ross case. I think it was offered in one of the other cases.

Q. It was stipulated in this admission of facts that it might be offered in any of the four cases? A. No, it was not. I never stipulated that.

Cross examination by Mr. Mackey:

Q. Did Mr. Hartpence or Mr. Carey, of the firm of Wall, Haight, Carey & Hartpence, telephone you and ask you to sign a stipulation that those were the facts that were admitted by the plaintiff? A. They did.

Q. And what did you say to Mr. Hartpence? A. I told Mr. Hartpence I would not be bound in any way, shape or form by that admission of facts, and the only reason I would accept it from him would be to give me some information on the involved and hidden facts that concerned the Pennsylvania System—that would give me some information—and that I would relieve Mr. Atterbury from testifying in the hope that the admission of facts would be an honest admission, and that I could rely upon the facts that would be set forth in this. He said he wanted me to sign the admission of facts, but

I said I refused because I did not know what they would be, and I didn't sign them. A draft was sent to my office, and I still refused to sign them, and I have at all times expressly refused to sign them, and stated to the attorneys on the other side that I would not be bound in any way, shape or form by this alleged admission of facts, and that I would only accept them to relieve Colonel Atterbury from appearing, and not to bind my client.

Redirect examination by Mr. Hartpence:

Q. That was your telephone conversation? A. Yes, with you, and I had another with Mr. Carey, I think.

Q. It was with me, was it not, this one? A. This one that I relate was with you, and I think I had another one with Mr. Carey to the same effect, that I wouldn't sign the admission of facts because I said to him, "I won't let you put this over on me." And I said to Mr. Carey, "This little boy is going to be protected to the utmost of my ability, and I know it is the Pennsylvania Railroad."

Q. Now, did you go to Philadelphia to attend to the taking of the deposition of Mr. Atterbury, pursuant to that notice? A. No, I hired an attorney name Mr. Brannegan, a New Jersey attorney, because I was busy in another trial, and I requested Mr. Brannegan to go to Philadelphia and take the testimony of Mr. Atterbury.

Q. Who was the officer before whom you were going to take the deposition? A. Mr. O'Brien was the officer, at the office of Mr. Moweese.

Q. And Mr. Brannegan was authorized to act for you on that occasion? A. Mr. Brannegan was authorized to examine Mr. Atterbury.

Q. As a matter of fact that examination was ad-

journed, was it not, pending the— A. Pending this negotiation.

Q. Pending the negotiation regarding the admission of facts? A. Yes.

Q. And was it not subsequent to that that the proceeding in Philadelphia with regard to the taking of the deposition of Mr. Atterbury was discontinued and nothing further was done with it? A. That is right.

Q. And that was done, was it not, because the defendants furnished you with this admission of facts and that admission of facts was accepted by you? A. That admission of facts was accepted in lieu of Gen. Atterbury's testimony because there was a lot of trouble. There were two hearings set, and Gen. Atterbury didn't show up. He defied the subpoena and, as I understand, we had to start a contempt proceeding against Gen. Atterbury to make him come to court; and we were in the predicament of spending a lot more money and this little boy didn't have any money—starting contempt proceedings against a powerful man in Philadelphia to make him come and tell the facts —and we were in that predicament. We didn't know how we could raise the money to tackle the president of the Pennsylvania Railroad. We wanted this boy to get his rights. And then we discovered some law that we thought would enable us to get through. We thought we would take a chance on that admission of facts, which I think is a dangerous admission of facts and not the true facts, because it does not state fully the facts as to the operation and control; and we wanted the officers of the railroad to come here and testify as to whether they control this road or not; and we don't want any admission of facts.

Q. Are you prepared to substantiate the assertion you made that Mr. Atterbury defied the process of the court and you had to start contempt proceedings? A. We didn't start the contempt proceedings, but Mr. Brannegan notified me that he defied the subpoena and wouldn't show up for any little baby from Milmay.

Q. Mr. Branegan told you that? A. Yes.

Q. You weren't present at that hearing, were you? A. No. I will get Mr. Branegan here if there is any issue about it.

Q. I haven't raised any issue about it. You have made some very remarkable statements. A. I have told the truth.

Q. It is all hearsay on your part? A. Except my conference with you, except what Mr. Branegan told me. You don't deny it.

Mr. Hartpence: I move to strike it all out as hearsay.

The Court: Strike out the hearsay. Just what do you want struck out?

Mr. Hartpence: All this conversation with Mr. Branegan, which is hearsay.

The Court: We will have the stenographer read it.

Thereupon the stenographer read as follows:

"Q. And that was done, was it not because the defendants furnished you with this admission of facts and that admission of facts was accepted by you? A. That admission of facts was accepted in lieu of Gen. Atterbury's testimony because there was a lot of trouble. There were two hearings set, and Gen. Atterbury didn't show up. He defied the subpoena and, as I understand, we had to start a

contempt proceeding against Gen. Atterbury to make him come to court; and we were in the predicament of spending a lot more money and this little boy didn't have any money—starting contempt proceedings against a powerful man in Philadelphia to make him come and tell the facts —and we were in that predicament. We didn't know how we could raise the money to tackle the president of the Pennsylvania Railroad. We wanted the boy to get his rights. And then we discovered some law that we thought would enable us to get through. We thought we would take a chance on that admission of facts, which I think is a dangerous admission of facts and not the true facts, because it does not state fully the facts as to the operation and control; and we wanted the officers of the railroad to come here and testify as to whether they control this road or not; and don't want any admission of facts.

"Q. Are you prepared to substantiate the assertion you made that Mr. Atterbury defied the process of the court and you had to start contempt proceedings? A. We didn't start the contempt proceedings, but Mr. Branegan notified me that he defied the subpoena and wouldn't show up for any little baby from Milmay.

"Q. Mr. Branegan told you that? A. Yes.

"Q. You weren't present at that hearing, were you? A. No. I will get Mr. Branegan here if there is any issue about it.

"Q. I haven't raised any issue about it. You have made some very remarkable statements. A. I have told the truth.

"Q. It is all hearsay on your part? A. Except my conference with you, except what Mr. Branegan told me. You don't deny it."

The Court: Strike out all that you have just read except the questions and the direct answers thereto.

Mr. Mackey: I would like to have it clearly appear that I never accepted this admission of facts at any time as a statement of the true facts. I only accepted them as a reason for excusing Mr. Atterbury from attending. Mr. Hartpence told me Mr. Atterbury had failed to appear, but said, "Why bother Mr. Atterbury? We will give you an admission of facts."

By the Court:

Q. Let me ask you a question. You did receive this admission of facts, marked Exhibit D-18 for Identification? A. Yes.

Q. In response to your request? A. Not in response to my request. Mr. Hartpence requested me to take that and excuse Mr. Atterbury from his defiance of the subpoena.

Q. Then you did accept it? A. I didn't accept it as the facts. I told Mr. Hartpence and Mr. Carey —I think I told Mr. Carey; I know I told Mr. Hartpence—I told him I would refuse to sign it. They both asked me to sign it as a statement of the true facts, and I expressly refused to sign that for both of them and said I would not accept that as the true statement of facts.

Q. Don't talk so much. Just answer my question. That is all I am interested in. And you kept that admission of facts, Exhibit D-18, in your office? A. I have a copy of it, yes.

Q. When it was offered before did you interpose any objection to it? A. I objected to it.

Q. At the former trial? A. At one of the former

trials; I don't know which one. I don't think it was offered in the former trial of this case. I think it was offered in the former trial of another case.

Mr. Mackey: The main reason I object to it is because I believe it is not a true statement of the facts.

The Court: That wouldn't make any difference. That wouldn't be any ground.

Mr. Mackey: I never agreed it was. I don't know why I should be bound by it.

By the Court:

Q. In this Exhibit D-17 that is marked here today, your letter to Messrs. Wall, Haight, Carey and Hartpence, you say, "However, I am willing to accept a stipulation in this form, signed only by you as a concession, that those facts are true." A. Concession by them. I was trying to get facts out of them. I wasn't trying to concede anything. I was trying exactly to avoid conceding anything.

Q. Had this form set forth—this draft, exactly as it appears here in Exhibit D-18 for Identification—had that been sent you prior to the writing of your letter of January 25, 1926, which is Exhibit D-17 in this case? A. I don't know whether it was prior or subsequent. Maybe it was subsequent. They sent me a draft to be signed by me and I refused to sign it, and sent it back to them; and I said, "I will insist on going forward with that examination, with the proceedings in contempt," and then they sent this without any strings tied to it.

Q. When you received this so-called admission of facts, or a copy, Exhibit D-18 for Identification, did you return it? A. I did not return it because it was agreed—

Q. Never mind. You didn't return it? A. No, I did not.

Mr. Hartpence: I offer the admission of facts, D-18 for Identification, in evidence, on the ground that the admission of facts is the result of the action taken by the plaintiff to secure a deposition outside of the State of New Jersey pursuant to the statute, and if that deposition had been taken of course it would be evidence in this case. And under the notice given and the correspondence offered in evidence and the examination of the plaintiff's attorney, it appears, and we contend, that this admission of facts was given for the purpose of and in lieu of the deposition; and if it had not been accepted and received and used, the examination would have had to go ahead in the state of Pennsylvania and the deposition would have resulted; and this admission of facts, therefore, is the legitimate offspring of and stands in lieu of the deposition. Of course, relying on the facts set forth in that admission of facts, operating as such a deposition, that is our method of proving those facts. We are not prepared to prove them at this time in any other way.

Mr. Mackey: I object to the offer. At the last trial they produced eight or nine different operating men from the Pennsylvania Railroad offices, and other people, who testified as to the facts, and the facts were not as set forth in that. I contend that you can't take that in lieu of the deposition under the statute because of the fact that so far as my testimony goes it must be taken as true be-

cause it hasn't been contradicted in any way at this time, and according to that testimony there has been no proof that I accepted that in lieu of the deposition under the Act. I did not and I never will.

The Court: Of course, a deposition taken out of the state at the behest of the plaintiff, if taken, would be evidence for both sides; but on the other hand, it not having been taken, the right of cross examination not having existed, your right to introduce it in lieu of testimony taken out of this state would not follow as a matter of course, because it appears from the letter that the stipulation at most was qualified.

I am convinced that it cannot be accepted upon the ground of it being an admission called for by the other side, there being no testimony at present to refute the statements made under oath by Mr. Mackey. This being a question for me to determine and not for the jury, I resolve it in favor of the plaintiff and determine it is not an admission, that is, it is not a statement that the plaintiff is in any way bound by; so that results in my exclusion of the particular document here marked D-18 for Identification.

Mr. Hartpence: Will your Honor allow me an exception on the record?

The Court: Yes.

Mr. Hartpence: Now, if your Honor please, I have here the additional or subsequent records from the Secretary of State's office.

The Court: Can you put that in without witnesses?

Mr. Mackey: I consent to it.

The Court: Mr. Mackey says you can put those in.

Mr. Hartpence: These are the Pennsylvania Railroad Annual Reports for the years 1920 to 1928 inclusive, produced from the department of the Secretary of State by the Custodian, and I offer those, as stated this morning, for the purpose of showing the separate corporate entity in existence of the Pennsylvania Railroad Company, and their making of these reports exacted by law, as distinguished from the West Jersey and Seashore Railroad.

The Court: These are the annual reports required by the statute?

Mr. Hartpence: Yes, sir.

The Court: Any objection to them?

Mr. Mackey: No, sir.

Mr. Hartpence: They are offered for the same purpose that the documents were offered for this morning.

Mr. Mackey: I think they should be offered for all purposes.

Mr. Hartpence: I have no desire to limit them.

The Court: Very well; consider them marked in evidence.

Mr. Hartpence: I will ask that those reports be given an exhibit number without the originals being actually marked, they being original records of the Secretary of State's office.

(Considered marked Exhibit D-19 in Evidence.)

(Thereupon a recess was taken until tomorrow morning at ten o'clock.)

Case.

Jersey City, N. J., June 13, 1928, trial of the case resumed pursuant to adjournment.

Mr. Hartpence: If the Court please, I desire to make an application to the Court for the jury to view the premises at Milmay where the accident took place, and I desire to make it at this time, and I am perfectly willing, of course, to have the time fixed to suit the convenience of all parties concerned; but it seems to me if it could be done now, some time today, that would put us in position where we could go on and complete our case after they had viewed the premises.

The Court: I deny that forthwith. I see no reason for it. There are pictures here, diagrams here, and the Court has a perfect view of the situation.

Mr. Hartpence: Of course, it is some distance away, and because of the difficulty of reflecting a situation of that kind we particularly desire to have the jury view it, but if your Honor thinks it shouldn't be done that is all there is to it, but I desire now to note my objection to your Honor's refusal to grant this privilege, on the ground it is a denial of the equal process of the laws, and equal protection of the laws, as vouchsafed by the 14th Amendment of the Constitution of the United States.

The Court: You may have an exception.

CLIFTON REEVES, sworn.

Direct examination by Mr. Hartpence:

Q. Mr. Reeves, were you on this train, 2412, the evening of the accident to the Ross automobile at Milmay? A. Yes, sir.

Q. What was your position? A. Fireman.

Q. Who was the engineer? A. Mr. Steelman.

Q. Where did the accident occur? A. Milmay.

Q. What first brought it to you attention? A. It was first brought to my attention when the engineer gave the four short blasts of the whistle. I knew there was something on the track, or near there, and about that time the crash came.

Q. Had you heard the locomotive whistle blown before that? A. Yes, sir.

Q. Where was that blown? A. It was blown down below Milmay at the other road crossing.

Q. What sort of blow was that? A. Two longs and two shorts.

Q. Which side of the locomotive was the fireman's side? A. The left side.

Q. Do you recall the state of the weather at that time, and about what time of day it was? A. Around 5:17.

Q. What was the condition of the weather? A. It was dark.

Q. Was the headlight lighted? A. Yes, sir.

Q. What can you say about the locomotive bell on that locomotive being rung when you approached the crossing where the accident happened? A. The bell was ringing.

Q. How do you know that? A. I was ringing it.

Q. You were ringing it yourself? A. Yes, sir.

Q. Where were you just at the time the crash came? A. On the seat box ringing the bell.

Q. I show you, Mr. Reeves, three checks, dated October 31, 1923, November 15, 1923, and November 30, 1923, and ask you whose signature that is endorsed on the checks? A. That is mine.

Q. Clifton Reeves? A. Yes, sir.

Q. And what were those checks for, do you know? A. Two weeks' pay.

Q. The one dated October 31, 1923, was for two weeks' pay? A. Was the last half of that month

Q. Was for the last half of that month? A Yes, sir.

Q. And the one dated Novemebr 15, 1923, was for what? A. First half.

Q. Of November? A. Yes, first half of November.

Q. And the one dated November 30th, that was for what? A. That was for the last half.

Q. And did you actually get the money represented by those checks? A. Yes, sir.

Mr. Hartpence: I offer those three checks in evidence.

Mr. Mackey: I object to them as incompetent, irrelevant and immaterial, and not any proof of the operation and control; and if they are offered for any other purpose they are immaterial in this case.

The Court: They will be received as corroborative of the fact he said he was employed by whatever company he is employed by.

Mr. Mackey: Exception.

(Marked Exhibits D-20, D-21 and D-22, of this date.)

Q. Where had this train come from that evening? A. Wildwood Crest.

Q. And was bound for what destination? A. Camden.

Q. What railroad company did you work for? A. West Jersey and Seashore Railroad.

Mr. Mackey: I object to that.

The Court: Objection overruled.

Mr. Mackey: Exception.

Q. How long had you been on that run? A. Well, I just don't know; I had been on there two or three weeks, maybe longer.

Q. Prior to the accident? A. Yes.

Q. Was this the regular time, the regular run of that train that you were on that night? A. Yes, sir.

Q. And what time were you due at Milmay? A. 5:17 P. M.

Q. Were you about on time that night? A. Yes, sir.

Q. Did you also go down on that same train earlier in the morning from Camden to Wildwood Crest? A. Yes, sir.

Q. What time did you go down? A. I just forget what time we did leave Camden.

Q. It was in the morning? A. Yes, in the morning.

Q. Same crew? A. Yes, same crew.

Q. Can you state who the members of the crew were? A. Yes, Mr. Steelman, the engineer, and William Lord was the conductor.

Q. Where is he now, do you know?

Mr. Mackey: I object to that.

The Court: Objection overruled.

A. He is dead. Reuben Ennis and Hildreth Wallace, the flagman.

Q. Had you seen the automobile prior to the crash? A. No, sir.

Cross examination by Mr. Mackey:

Q. Mr. Reeves, how long had you been on that particular run? A. Well, I don't just remember now how long I had been on it.

Q. I mean before the accident, in November, 1923? A. Well, I don't know whether I was on there two or three weeks maybe, and maybe it wasn't quite that long. I don't just remember.

Q. At least two or three weeks, you think? A. Might have been; I won't say for sure; it might not have been that long.

Q. And did you continue on that same run after the accident? A. Yes, sir.

Q. And did you have the same crew with you most of the time? A. Yes, sir.

Q. Mr. Lord and Mr. Steelman and the other gentleman? A. Yes, sir.

Q. And you say that you came from Camden, went to Wildwood, and then when this accident happened you were coming from Wildwood and going to Camden? A. Yes, sir.

Q. When you came from Camden did you notice the terminals you left? A. Camden?

Q. The Camden terminal, had you ever observed that where your train left from? A. Yes, we always left from the Camden terminal.

Q. Always left from the Camden terminal all the time you were working there? A. Yes.

Q. And when you left Camden that day did you notice great big large letters, that went over the top of the terminal in electric lights—did you ever notice that? A. Yes.

Q. What did that say? A. "Pennsylvania Railroad."

Q. And you were working for the West Jersey and Seashore? A. Yes, sir.

Q. Did you notice the name that was on the tender of the locomotive that you were working on, the one that was in this accident? A. I couldn't say whether I did or not.

Q. All the years you worked on that you never noticed the name on the tender of your locomotive?

Mr. Hartpence: Objected to as immaterial, "during all those years."

The Court: Objection sustained.

Q. Did you notice the name that was on the coaches of the train that was involved in the accident? A. No, sir.

Q. Did you notice the uniforms that were worn by Mr. Lord, the conductor, and the flagman and the other gentlemen on the train? A. They had their blue uniforms on, yes.

Q. They had their blue uniforms on, but did you notice the letters that were on the lapel? A. No, sir.

Q. You never noticed that? A. No.

Q. You saw them daily, did you notice the color of the coaches, you say? A. I guess they were garnet, or red, whatever they call them.

Q. A red color? A. As far as I know, yes.

Q. Do you know whether there was the name "Pennsylvania" on the train at all?

Mr. Hartpence: Objected to as incompetent, irrelevant and immaterial.

The Court: Objection overruled.

A. The only thing that was on the locomotive was the number.

Q. My question was, did you know whether there

was the name Pennsylvania anywhere on that locomotive? A. No.

Q. You don't know whether it was on the locomotive or not? A. It was not on there, not Pennsylvania.

Q. Not on there? A. Not on the locomotive.

Q. But you wouldn't say it wasn't on the tender? A. I wouldn't say; I don't remember.

Q. You don't remember? A. I don't remember.

Q. Have you talked with anybody about this question of names, whether you should say the name "Pennsylvania" was on there or not?

Mr. Hartpence: Objected to as immaterial and irrelevant.

The Court: Objection overruled.

Mr. Hartpence: Exception.

A. No.

Q. You didn't talk to anybody at all about this? A. No, sir.

Q. Did any one advise you about what you should say here today? A. No.

Mr. Hartpence: Objected to.

The Court: Objection overruled.

Mr. Hartpence: Exception.

Q. When you got this check marked in evidence on your direct examination, who gave it to you? A. We got it from the crew dispatcher, the office where we sign up when we go to work.

Q. In Camden? A. Yes, sir.

Q. From the crew dispatcher? A. Yes, sir.

Q. Is the crew dispatcher your immediate superior? A. Well, only where we sign up, that is all.

Q. Where did you get your job? A. We sign up over at what we call the roundhouse, engine house.

Q. I mean who was the man that gives you your job as fireman? A. Road foreman of engines.

Q. Road foreman of engines? A. Yes, sir.

Q. Where is he? A. He is over at the main office.

Q. At Philadelphia? A. Camden.

Q. Camden? A. Yes, sir.

Q. Now on this 8th of November, 1923, where did the engine—what was the last station the engine passed before it approached Milmay? A Dorothy.

Q. Dorothy? A. Dorothy, yes.

Q. And about how far was that from the Milmay station, do you know? A. Well, somewhere around a couple of miles.

Q. And is it a straight-away from Dorothy to the Lombard Street crossing in Milmay? A. You got up to a curve.

Q. Where the accident happened you got up to a curve? A. There is a curve there.

Q. There is a curve there? A. Yes, sir.

Q. Does this picture give a fair view of the approach to that Lombard Street crossing to Dorothy? I am referring now to Exhibit P-7. A. Which way is this headed, towards north?

Q. This is looking south from the Lombard Street crossing, looking towards Dorothy. A. (No answer.)

Q. Is that a fair view? A. I don't know. I sort of had a little more curve there than that.

Q. You think there is more curve there than that? A. It looks so to me, yes.

Q. Where would you say the picture was in-

correct? Where would you say the curve began? A. I thought it was down this way a little further.

Q. Down about where that "T" is? A. Yes, somewhere along there.

Q. Was it much of a curve? A. Nothing but the curve.

Q. Do you think you may be mistaken, Mr. Reeves, and do you think the picture may be right, or are you sure the picture is wrong? A. I wouldn't say.

Q. How fast were you going when you left Dorothy? A. Well, I should judge around sixty.

Q. And did you keep up your sixty miles an hour speed until you struck the automobile? A. I guess we did.

Q. So it took you about two minutes to go from Dorothy to the Lombard Street crossing? A. Something like that. If it is a couple of miles, it would.

Q. Now, after you left Dorothy, where were you? Were you sitting on this box where you ring the bell? A. No, I got down and put two or three shovels of coal on the fire.

Q. So after you left Dorothy you got down? You were on the seat box when you passed Dorothy? A. Yes, sir.

Q. And after you left Dorothy you got down from the seat box to shovel some coal out of the tender and shovel it on the fire? A. Yes.

Q. Two or three shovels? A. Yes, about that.

Q. How long did that take you? A. Not very long, maybe half a minute.

Q. It would take you a minute, wouldn't it? A. No, I could do that in less than a minute.

Q. So you were down shovelling that coal and

when you were down shovelling the coal you didn't see anything and you didn't ring any bell? A. No.

Q. And you had to get up on the box seat again in order to start ringing the bell? A. Yes, sir.

Q. And all this while the train was going sixty miles an hour? A. Yes, sir.

Q. And did you put the shovel away before you got up, too? A. No, we only throw that down at our feet, drop it anywheres there.

Q. This tender you say you don't remember the name on it? A. No.

Q. And then you say you got up and started ringing the bell? A. Well, when the engineer blew the whistle I did; I didn't until he blew the whistle.

Q. Which whistle? A. The first whistle, two longs and two shorts.

Q. Do you always ring the bell when they blow that two longs and two shorts? A. Yes.

Q. That is just an ordinary whistle that is blown every day? A. Well, at road crossings.

Q. You have rules, haven't you, that require you to blow those whistles? A. Yes, sir.

Q. And if you disobey those rules you get in bad with the railroad company? A. We are apt to.

Q. So naturally you try to obey those rules so you won't get in bad? A. Correct.

Q. And did they ask you after this accident whether you had obeyed these rules and had blown the whistle? Did the railroad company ask you that?

Mr. Hartpence: Objected to as immaterial and irrelevant.

The Court: Objection sustained.

Q. Did you see a fire over on the east side of the tracks as you were coming by there, a fire

which had started in some grass in a field? A. No, sir.

Q. You didn't see that at all? A. No, sir.

Q. And you didn't see this accident at all? A. No, sir.

Q. Have you got your book of rules here? A. No.

HILDRETH J. WALLACE, sworn.

Direct examination by Mr. Hartpence:

Q. What is your occupation, Mr. Wallace? A. Brakeman.

Q. How long have you been a brakeman? A. Since 1903—July 3, 1903.

Q. Employed by whom? A. West Jersey and Seashore Railroad.

Q. And were you on the train 2412, on the evening of November 8, 1923, when it collided with the automobile of Mr. Ross at Milmay? A. I was.

Q. Where were you at the time of the accident, at the time the accident actually happened? A. Second or third car.

Q. What brought it to your attention? A. I heard a succession of short blasts, and then the emergency brakes went on and there was a flash of light along the track.

Q. Had you heard any whistle or engine bell previous to that? A. To the succession of short blasts?

Q. Yes. A. No, that was the first I noticed of it.

Q. That was the first you noticed? A. Yes, sir.

Q. Where were you in the car? A. Inside the car, the second or third car.

Q. What time of day was it? A. Why, 5:17 we are due there if we are on time.

Q. Do you recall the condition of the weather at that time? A. Clear.

Q. Light or dark? A. Well, it was between daylight and dark.

Q. Between daylight and dark? A. Yes, sir.

Q. Do you know what the condition of the locomotive headlight was in at the time of the accident? A. No.

Q. I show you three checks, dated October 31, 1923; November 15, 1923; and November 30, 1923; and ask you whose signatures appear on the endorsement to those three checks? A. Mine.

Q. And do you know what those three checks were for? A. Pay for first and last half of November—

Mr. Mackey: Objected to.

Q. Take the first one, dated October 31, 1923, what was that for? A. Last half of October.

Q. And the one dated November 15, 1923, what was that for? A. First half of November.

Q. The one dated November 30, 1923, what was that for? A. Last half of November.

Q. Did you get the money for those checks? A. Yes, sir.

Mr. Hartpence: They are offered in evidence.

Mr. Mackey: I object to them as irrelevant, immaterial, and not any proper proof of the railroad that was operating this train at the time of the accident.

The Court: Objection overruled.

Mr. Mackey: And on the further ground that it is not the best proof of operation and control.

The Court: Objection overruled.

Mr. Mackey: Exception.

(Checks marked D-23, 24 and 25, of this date.)

By the Court:

Q. What were your duties on that day? A. Flagman.

Q. On this train? A. Yes.

By Mr. Hartpence:

Q. I also show you, Mr. Wallace, two checks dated October 31, 1923, and November 15, 1923, and ask you if you can state whose signatures they are that are endorsed on those checks?

Mr. Mackey: You don't need to bother. I don't make any objection to the checks.

Mr. Hartpence: I offer these two checks dated October 31, 1923, and November 15, 1923, to the order of the conductor who is now dead, bearing the endorsements, "William S. Lord," and "H. J. Wallace."

Q. And I will just ask you, Mr. Wallace, in conjunction therewith, whether you actually cashed those checks, and gave the money to Mr. Lord? A. I did.

Mr. Mackey: Objected to on the ground they are incompetent and immaterial, and not proper proof of the road that was operating or controlling this train at the time of the accident, and not proper proof of operation and control.

The Court: You do not object to them not being properly connected up?

Mr. Mackey: No; conceding they were paid to this conductor.

The Court: Overrule the objection on the other grounds.

Mr. Mackey: Exception.

(Marked D-26 and D-27 of this date.)

Cross examination by Mr. Mackey:

Q. Mr. Wallace, do you recall how many coaches were on this train on the day of the accident? A. I do—four.

Q. Four—and how long had you been working on that train? A. Nearly two years.

Q. Before the accident? A. Yes, sir.

Q. And had you every day come out of Camden and down to Wildwood and come back from Wildwood to Camden? A. Well, practically every day.

Q. Practically every day, except when you were sick or absent? A. Yes, sir.

Q. Did you wear a uniform? A. Yes.

Q. Do you know what insignia was on your uniform? A. Yes.

Q. What?

Mr. Hartpence: Objected to as immaterial and irrelevant.

The Court: Objection overruled.

Mr. Hartpence: Pray an exception.

A. On the lapel?

Q. Yes. A. "W. J. & S. S. R. R."

Q. Do you remember wearing a dark blue uniform? A. Yes.

Q. Do you remember what was on the outside of the coaches? A. Yes.

Q. What name was on the outside of the coaches?

Mr. Hartpence: Same objection—immaterial and irrelevant.

The Court: Objection overruled.

Mr. Hartpence: I respectfully pray an exception.

A. "Pennsylvania."

Q. And do you know what name was on the tender of the locomotive? A. "Pennsylvania."

Q. And did you notice the name in large letters, electric lights, over the Camden station where you left from every day? A. Large letters? Electric lights?

Q. The large name over the Camden station where you left from? A. Facing the river, you mean?

Q. Facing the river, and there is also a name, isn't there, facing the trains as they come in? A. Yes, "Pennsylvania."

Q. "Pennsylvania Railroad," isn't it? A. Yes, sir.

Mr. Hartpence: Objected to as immaterial and irrelevant.

The Court: Objection overruled.

Mr. Hartpence: Pray an exception.

Q. Do you remember what speed you were going at that day—pardon me just a moment—in connection with the Pennsylvania station at Camden, did you ever notice the little sign downstairs in front of the building as you go in, relating to the divisions of the Pennsylvania Railroad? A. Never took particular notice of it, no.

Q. Did you ever hear of the West Jersey and Seashore Division?

Mr. Hartpence: Objected to as not proper cross examination.

Q. On any sign around that station? A. Not to the best of my knowledge.

Q. Now these checks that you have put in evidence for your pay and Mr. Lord's pay were signed by the treasurer, Mr. Fahnestock, at Philadelphia, isn't that right? A. I didn't notice who they were signed by.

Q. Do you know who Mr. Fahnestock is? A. No.

Q. Maybe I pronounced it wrong,—F-a-h-n-e-s-t-o-c-k—do you know who he is? A. No, I couldn't say.

Q. Do you recall what speed the train was going at at the time the collision occurred? A. Sixty miles an hour, approximately.

Q. And where did the train stop finally after the accident? A. The rear end of the train was just past Milmay station, north of it.

Q. That is the next crossing at Lombard? A. I believe so.

Q. Are you familiar with that line of track looking south from the Lombard Street crossing where the accident occurred? A. To a certain extent.

Q. You go over it every day? A. Yes, sir.

Q. Does this impress you as a fair picture of that looking from the Lombard crossing towards Dorothy, this Exhibit P-7? A. Is this Lombard Street?

Q. That is Lombard Street. A. Yes, it looks like it.

Q. It is pretty straight from Lombard Street to Dorothy, isn't it? A. The curve starts at about the crossing.

Q. The curve starts at about the crossing, and the curve occurs between the Lombard Street crossing and the Cumberland Street crossing, doesn't it? A. And continues on around.

Q. But before the Lombard Street crossing there is little or no curve, isn't that the fact? A. Very little.

Q. You had a book of rules that you worked under during that time, didn't you? A. Yes.

Q. Do you know whether the name "Pennsylvania" was on that book of rules?

Mr. Hartpence: Objected to as immaterial and irrelevant.

Q. Have you got it with you? A. No.

Q. Do you know whether the name "Pennsylvania" was on that book of rules?

Mr. Hartpence: Objected to as immaterial and irrelevant.

The Court: Sustain the objection.

Mr. Mackey: Exception.

REUBEN S. ENNIS, sworn.

Direct examination by Mr. Hartpence:

Q. What is your employment, Mr. Ennis? A. Baggage master.

Q. Employed by whom? A. West Jersey and Seashore Railroad.

Q. How long have you been so employed? A. Since 1903.

Q. Were you on that train 2412 on November 8, 1923, when the collision occurred? A. I was.

Q. Where were you when the accident actually occurred? A. At the passenger end of the combine car.

Q. What do you mean by the combine car? A. That is passenger and baggage combination.

Q. Where was that with relation to the locomotive? A. I think that was the third car.

Q. From the locomotive? A. From the locomotive.

Q. And what brought the accident to your attention? A. Emergency application of brakes, and after we passed the scene of the accident I saw the flash of fire from the explosion of the automobile tank.

Q. Did you see the automobile at all prior to the accident? A. No, sir.

Q. What is your recollection as to the state of the weather at the time? A. Well, it was getting pretty dark; it wasn't dark; I think you could see some little distance.

Q. You could see some little distance, you say? A. It was necessary for me to take my lamp when I went out.

Q. Do you know whether the headlight was lighted on the engine? A. No.

Q. You do not know? A. No, I wasn't at the head end at all.

Q. I show you two checks, Mr. Ennis, dated October 31, 1923, and November 15, 1923, and ask you if your signature appears on there, endorsed in those checks? A. Yes, sir.

Q. And did you get the money for those checks? A. Yes, sir.

Q. What was it for? A. The last half of October and the first half of November.

Q. For what? A. 1923.

Q. Yes, for what—what was the money given to you for? A. Pay for services rendered.

Q. As baggagemaster? A. Yes, sir.

Mr. Hartpence: They are offered in evidence.

The Court: They may be received.

(Marked Exhibits D-28 and D-29 of this date.)

Cross examination by Mr. Mackey:

Q. You don't know anything about the actual accident, do you, Mr. Ennis? A. Only from what I saw after it had happened, is all.

Q. Did you notice the speed of the train was going at? A. Well, we were making our usual speed, I suppose around sixty miles an hour.

Q. And how long had you been working for the West Jersey and Seashore Railroad Company? A. How long had I been working for them?

Q. Yes. A. I was employed in 1903.

Q. And through whom were you employed by the company? A. Trainmaster.

Q. Where, at Camden? A. Camden.

Q. Who was he, in November, 1923? A. Oh, in 1923?

Q. Yes. A. D. A. Clapp was trainmaster at that time.

Q. Clapp? A. Yes.

Q. Did you have a uniform? A. Yes, sir.

Q. What was on your uniform? A. What do you mean, what was on my uniform?

Q. Did you have any letters on your buttons? A. Yes.

Q. What was that? A. W. J. & S."

Q. Did you have letters on your lapel? A. Yes.

Q. And you never had "Pennsylvania"—"P. R. R." on your uniform? A. I never had a uniform with "P. R. R." on all the time I have been on the West Jersey and Seashore Railroad until the last uniforms came out, a little over a year ago.

Q. You still work for the West Jersey, don't you? A. Yes, sir.

Q. But you wear a Pennsylvania uniform now? A. Yes, sir.

Q. And was "Pennsylvania" on the coaches of this train? A. Yes, sir.

Q. At the time of the accident? A. Yes, sir.

Q. And on the tender? A. Yes, sir.

Q. And was "Pennsylvania Railroad" over the station at Camdem where you left? A. "Pennsylvania and Camden Terminal," yes, sir.

Redirect examination by Mr. Hartpence:

Q. Did you notice, Mr. Ennis, whether the locomotive tender also had the initials, "W. J. S." on it? A. No, sir, I didn't notice.

Q. What does "W. J. S." stand for? A. West Jersey and Seashore Railroad.

H. J. WALLACE, recalled for further cross examination.

By Mr. Mackey:

Q. Do you remember testifying here in this court room before, Mr. Wallace? A. Yes.

Q. Did you have this question put to you and did you make this answer: "Q. Did you have 'P. R. R.' anywhere on your uniform? A. Why, I wouldn't swear to that. That might have been on the buttons."? A. Yes, sir.

Redirect examination by Mr. Hartpence:

Q. What did the "W. J. & S." stand for? A. West Jersey & Seashore Railroad.

Q. Did you notice also whether those letters were also on the tender of the engine? A. The side of the tank.

Q. The side of the tank? A. Yes.

Calvin W. Steelman, direct.

CALVIN W. STEELMAN, sworn.

Direct examination by Mr. Hartpence:

Q. Mr. Steelman, you were the engineer, were you not, on that train 2412, the engine of which collided with the Ross automobile at Milmay? A. Yes.

Q. How long had you been engineer running over that route? A. Oh, over that one particular route?

Q. Over that one particular trackage there? A. I went on there in 1914, the second day of February.

Q. And had been running continuously up to that time? A. Up to that time, yes, sir.

Q. As engineer? A. As engineer.

Q. Who were you employed by, Mr. Steelman? A. West Jersey and Seashore Railroad.

Q. How long had you worked for them?

Mr. Mackey: I move to strike out that answer as a conclusion.

The Court: It is too late.

Mr. Mackey: Exception.

Q. How long had you been employed by the West Jersey and Seashore Railroad?

Mr. Mackey: I object to the question.

The Court: Objection overruled.

Mr. Mackey: Exception.

A. Ever since they merged and changed their name, but I went to work for the West Jersey in 1883, January 2nd.

Q. Have you ever worked for the Pennsylvania Railroad Company? A. No, sir.

Q. I show you three checks dated October 31,

1923, November 15, 1923, and November 30, 1923, and ask you if those are your signatures endorsed on those checks? A. It is.

Q. And did you receive the money for those checks? A. I did.

Q. What was the money for? A. For services rendered.

Q. Take the first check, dated October 31, 1923, that was for services rendered when? A. Last half of the month.

Q. And the one dated November 15, 1923, was for what? A. That is the first half.

Q. What month? A. The same month.

Q. And the one dated November 30, 1923, what was that for? A. That was the last half of November.

Mr. Hartpence: I offer those in evidence.

Mr. Mackey: I object to them on the ground it is not the best evidence to prove operation and control, and it is incompetent, irrelevant and immaterial in this action.

The Court: Objection overruled.

Mr. Mackey: Exception. I would like, if I may, your Honor—if your Honor will permit me—to note the same objection to the previous witness, that I neglected to object to.

Mr. Hartpence: I have no objection.

The Court: All right. Objection overruled.

Mr. Mackey: Pray exception.

(Checks marked D-30, 31 and 32, of this date.)

Q. Do you recall who the other members of the

train crew of 2412 were that night, Mr. Steelman? A. I do.

Q. Who were they? A. Reeves, fireman; Lord, conductor; Ennis was the baggagemaster, and Wallace was the flagman.

Q. Where did this train start from? A. Wildwood Crest, just a mile below.

Q. Where did it take the tracks of the Atlantic City Railroad Company? A. At Mt. Pleasant.

Q. How far is that below Milmay, do you know? A. Not just exactly.

Q. Can you state approximately? A. About fifteen miles, I think.

Q. Do you know where the train left the Atlantic City Railroad tracks? A. I do.

Q. Where? A. Winslow Junction.

Q. Winslow Junction? A. Yes, sir.

Q. How far was that about north of Milmay, approximately? A. It is very near thirty-two miles of the Reading line that we use there.

Q. That is from Mt. Pleasant to Winslow Junction, yes.

Q. About what time in the evening did the accident occur? A. About 5:17, somewhere near there. We were due there at that time and we were on time at the station.

Q. How was your train running that night? Anything unusual? A. Nothing unusual, no, sir.

Q. About what speed would you say you were making just prior to the accident? A. Sixty miles an hour, about; that was our schedule.

Q. Was that your usual speed going through there? A. Across that track, yes, sir.

Q. You knew that the highway crossing was there,—what they call Lombard Street, didn't you? A. I did, yes.

Q. What is your recollection about your headlight, was it lighted or not? A. It was lighted, yes, sir; had a very bright light on that night.

Q. What is your recollection about the locomotive whistle and bell as the train approached that crossing? A. Well, it brings it to my memory by noticing the car, the tail light of the car—

Q. I am sorry, we can't hear you. A. I noticed the tail light of this car approaching, that is, heading towards this crossing, and it is not a usual crossing; it is what we term a blind crossing, used more for getting into the freight cars and on the sidings,—not at the regular crossing—but at the same time, before I approached there—I don't know how far off—and I gave the alarm whistle to call their attention.

Q. What sort of whistle was that? A. That is two long and two shorts.

Q. And where did you say your train was at the time you did that? A. Well, I should judge it was —well, it must have been—

Q. Never mind in feet. A. Quite a distance.

Q. Can you place it by relation to some place? Do you know where the Dorothy station is? A. Yes, I do.

Q. Where was it about, with relation to the Dorothy station when you gave these two long and two short blasts? A. Before the Dorothy station?

Q. I say where was it in relation to the location of Dorothy station? Was it before you passed Dorothy station, or after you passed Dorothy station? A. Before I passed Dorothy station, about nine hundred feet, at the whistling post, at Dorothy.

Q. At Dorothy? A. Yes, sir.

Q. Now my question is, which I don't seem to

be able to make clear, or make you hear,—you say you gave two long and two short blasts of the whistle when you first saw the tail light of the car? A. I did.

Q. Where were you at that time? A. I was quite some distance from the whistling post. I couldn't say just how far, probably ten hundred yards or so.

Q. I am sorry, I can't hear you.

The Court: He said ten hundred yards.

By the Court:

Q. Had you reached the whistling post yet? A. No, sir.

By Mr. Hartpence:

Q. Now when you speak of this whistling post, which one do you refer to? A. That is nine hundred feet south of Lombard Street crossing.

Q. You had not yet reached this whistling post when you gave the four blasts of the whistle? A. Not at that time, no.

Q. Now, where was the automobile then? You said you saw the tail lights? A. First saw it as it came off the Tuckahoe Road, what they term the Tuckahoe Road, where they turn across for this Lombard Street crossing.

Q. Yes. A. Just outside of the brush line; just as they come out into the open.

Q. And what did you see at that time about the car? A. Nothing but the light.

Q. Nothing but the light? A. Nothing but the tail light.

Q. When did you next see the car, the automobile headlights? A. When the reflection of the headlight struck it.

Q. Where? A. Right on the crossing.

Q. Which crossing? A. Lombard Street.

Q. Lombard Street crossing? A. Laid right square on the crossing.

Q. How far away from the Lombard Street crossing would you say you were at the time, approximately? A. One hundred and twenty to one hundred and thirty feet from the crossing.

Q. From the crossing? A. From the crossing.

The Court: How much?

The Witness: 130 feet, something like that, saw the reflection, saw the object on the track at that point, I mean.

By Mr. Hartpence:

Q. Was the track straight or curved at that point? A. Curved.

Q. And which way did the curve turn, to your right or left? A. To the right.

Q. To the right? A. Yes.

Q. What did you do when you saw the automobile there at the crossing? A. I closed the throttle, which is customary.

Q. What took place when you did that, what action was taken, if any, by the automobile? A. He was moving back, backing off the track.

Q. And how much of the automobile was actually on the track when you saw it there on the crossing? A. When I first saw it?

Q. When you saw it on the crossing, when you said your headlight was on it? A. Directly on the track. The front wheels were on the west side of the west rail, and the back wheels were on the outside as near as I could judge—she lay right square on the track, the body of the car.

Q. And when the train actually struck it how

much of the automobile was actually on the track? A. The forward wheels of the automobile.

Q. On which rail? A. On the west side of the west track.

Q. Of the west track? A. Until we struck.

Q. Of the east rail, you mean? A. Of the east rail I meant, yes.

Q. What is your recollection about the ringing of your engine bell as you approached the Lombard Street crossing, Mr. Steelman? A. The bell was ringing; the fireman was ringing the bell.

Q. What whistle signal, if any, did you give at or near your nine-hundred-foot whistle post, for the Lombard Street crossing? A. I gave the regular whistle, two longs and two shorts.

Q. What is your recollection as to when your fireman began ringing his signal for that Lombard Street crossing? A. About that time.

Q. Do you know what name or letters were on the cab of your locomotive that night? A. The number of the engine was on the side panel of the cab, 6001 that we had at that time.

Q. Do you remember the number? A. 6001.

Q. 6001? A. 6001.

Q. Any name or initials on the engine or tender? A. On the engine there are, on the back of the cab there is under the hood, "W. J. & S.",—that is on all of the West Jersey and Seashore engines.

Q. I understood you to say that when you saw the automobile actually on the crossing before you reached it you applied the brakes? A. Yes, sir.

Q. And gave these short sharp blasts of the whistle? A. Yes, sir.

Q. What brakes did you apply? A. The emergency brakes.

Q. And what do you mean by the emergency

brakes? A. Well, we have different positions of the brake valve handle and the emergency immediately empties your train line pressure and allows the brakes to apply to the wheels instantly full force.

Q. At full force? A. You get full percentage then of your brake power on your entire train.

Q. Is that emergency brake application the most forceful application of the brakes you are equipped with? A. It is; that is what it is intended for and the only time it is used.

Q. So that you applied the most effective brake force that you had when you saw them there on the crossing? A. I did.

Q. Immediately? A. Immediately.

Q. I understood you to say as this automobile came out from the old Tuckahoe Road you saw the lights on the automobile? A. Only the one light, the red light on the side.

Q. What is the direction, do you know, of that road from the old Tuckahoe Road leading up to the railroad, is it a straight road or on an angle, or what? A. No, it is on an angle, starts out there I should judge in a northwest course, I should judge probably—northwest coming toward the tracks as they straighten out before the crossing. At the crossing they go straight across the tracks.

Q. Was there anything about the automobile at that time to indicate to you that it was going to attempt to cross in front of your train? A. No, I thought they had time—they had ample time to have been over, and I have no idea of seeing them from the time I saw them and where I saw them. I had no idea they were anywhere near the track —on the east side at least—but I had lost the sight of them.

Q. Where did you train actually stop after you struck the car, Mr. Steelman? A. We were north of the station, and when I went back I found the rear car, the rear end of the rear car just very near at the station, opposite.

Q. How old are you, Mr. Steelman? A. At the present?

Mr. Mackey: I object to that as immaterial.

The Court: Objection overruled.

Mr. Mackay: Exception.

A. At the present time?

Q. Yes, sir. A. Seventy-three last birthday; that was in February, the 13th—seventy-four next birthday.

Q. After the accident happened and you brought your train to a stop what did you then do? A. What did I do?

Q. Yes. A. I immediately got off the engine and started back before we stopped and left her in charge of the fireman. We hadn't stopped still when I stepped off.

Q. Did you go back then to the scene of the accident? A. I did.

Q. And you saw the car and the bodies there, did you? A. Yes.

Cross examination by Mr. Mackey:

Q. Now, Mr. Steelman, you were working for the West Jersey and Seashore Railroad Company since the merger in 1883, is that right? A. Well, not the West Jersey before the—

Mr. Hartpence: I object to that question. He said he had been working for the West Jersey Railroad Company since the merger,

and for the West Jersey since 1883. He didn't say the merger was in 1883.

Mr. Mackey: All right.

Q. Now, you never worked for any company except the West Jersey and the West Jersey and Seashore Railroad Company in all your life? A. I have.

Q. You have? A. I have.

Q. Well, let us take since 1883. Have you worked for any other company since 1883? Were you driving a locomotive all this time? A. Not all this time, no.

Q. How long were you driving a locomotive before 1923? A. Forty-two years.

Q. And you say that on that cab you were riding in that day the letters "W. J. & S. R. R." were where? A. On what we term the hood, what we term the roof. It is on the backboard of our cab, under the hood of our cab, of the roof.

Q. So that would be visible to you when you were sitting in the cab driving the engine? A. No.

The Court: As you got into the cab?

The Witness: Yes, sir.

Q. Did that face out toward the side of the road or toward the tender? A. How is that?

Q. Where were those letters visible from? From the side of the engine, or did you have to look at it from the tender? A. On the tender.

Q. They were on the back of the engine? A. On the back board of the cab.

Q. In small letters? A. Yes, they were small-sized letters.

Q. Now, was there a certain time when on the cab—had you ever had anything to do with this

particular locomotive that you have the number of as 6001 before this accident? A. Yes, I run it quite a long while before that.

Q. How long before that? A. I think somewhere about three years.

Q. You don't know whether there was a time when there was once on the side of the locomotive or on the side of the tender of the locomotive the words "West Jersey and Seashore Railroad Company?" A. I do.

Q. Was that on there once? A. At one time.

Q. And then that was rubbed off and then the words "Pennsylvania" was put on? A. That was after they merged, I think.

Q. Then they put the word "Pennsylvania" on the side of the tender? A. (No answer.)

Q. You said yes, didn't you? A. What I mean by their merger—

Q. Pardon me—you said that. All I want to know is that they took the name "West Jersey & Seashore" off the side of the tender, and put "Pennsylvania" in its place. That is a fact, isn't it? A. After they merged their road.

Q. Yes, after they merged their road? A. Yes.

Q. And prior to November 8th, 1923? A. Right up to that. Did I understand you to say, "Pennsylvania Railroad"?

Q. No, "Pennsylvania"? A. Yes, "Pennsylvania," but no "R. R." to it.

Q. Do you know what that word "Pennsylvania" referred to? A. Well, for my part—

Mr. Hartpence: I object to that.

Q. Those letters in the cab that you spoke about, had always been on, had they not, before they

rubbed off the name on the side? A. Not previous to the merger, no.

Q. There were no letters on the cab? A. Not until they merged. They were under the name of "West Jersey and Seaboard"—before that it was "W. J. R. R."

Q. Isn't it a fact then that before this merger you talk about, these letters "W. J. & S. S." were not on the cab? A. Not on the cab previous to that, no.

Q. Not on the cab previous to that and they were put on the cab then? A. Yes, sir.

Q. And the word "Pennsylvania" was put on the tender about that time, about the time of the merger? A. (No answer.)

The Court: Was this same word "Pennsylvania" on the side of the tender the day of this accident

The Witness: Not that I know of.

Q. Now, at the present time you are in receipt of a pension, are you not? A. I am.

Q. Will you tell me what checks you get, check of what railroad you get in payment of that pension?

Mr. Hartpence: Objected to as immaterial and irrelevant and incompetent.

The Court: Why?

Mr. Hartpence: The mere fact that he gets a pension at all doesn't make any difference. If we have to go into all the relationship of insurance and pension funds and all those things—you see he might join any pension fund, your Honor, which wouldn't have anything to do with who he was employed by at the time of the accident.

The Court: How would that be evidential in the broad sense that you now ask it?

Mr. Mackey: If he gets a check of a railroad company and he never worked for the Pennsylvania and it appears to be the Pennsylvania pension check, I think it is some evidence to prove that the Pennsylvania were operating the trains that he worked on.

The Court: Not in itself alone. Sustain the objection.

Mr. Mackey: Exception.

The Court: It might become evidential, but not in the form it is now.

Q. How do you come to get this pension that you receive? Do you receive that by reason of your years of service as an engineer? A. Years of service, yes.

Q. And in view of your age in the service. A. Age limit, yes.

Q. And you never gave services, in the last twenty years anyhow, in any railroad except the West Jersey and Seashore? A. No.

Mr. Mackey: Therefore, with this further questioning, your Honor, may I ask him what railroad company gives him a pension?

Mr. Hartpence: Objected to on the same grounds.

The Court: You see there is nothing to show any of the conditions under which his pension is paid. They might be pensioning the employees of the West Jersey Railroad by reason of some agreement whereby they took over the railroad at some period of time, or there may be some agreement

whereby this man is put on pension because of something this man may have done.

Mr. Mackey: He says it is because of his years of service as an engineer on the West Jersey and Seashore, I think that is some evidence.

The Court: No, you will have to go further.

Objection sustained.

Mr. Mackey: May I have an exception?

The Court: Yes.

Q. Now on this particular day of the accident you had left the Wildwood Crest station and gone on the Atlantic City Railroad tracks at Mt. Pleasant? A. That is right.

Q. And that track that went through Milmay was not a West Jersey track or a Pennsylvania track, but was a track of the Atlantic City Railroad? A. It was.

Q. And this train, when it was going from Wildwood to Camden just made a short trip on this Atlantic City track from Mr. Pleasant to Winslow Junction? A. About thirty-two miles, yes.

Q. And the accident happened about 5:17 P. M., is that right? A. Yes.

Q. Now the last station you left was Dorothy? A. The last station I passed was Dorothy.

Q. Before you came to the Lombard Street station? A. Yes.

Q. Now, between the Lombard Street crossing and Dorothy the tracks are pretty straight, are they not? A. Direct.

Q. Direct straight tracks? A. Direct straight tracks—up to the Milmay station?

Q. Not up to the Milmay crossing, but to the

Lombard crossing? A. No, you couldn't say that; the crossing is on the curve.

Q. Is this picture, Exhibit P-7, a correct view from the Lombard crossing looking down to the Dorothy station in connection with the tracks? A. Looking south?

Q. Looking south towards Dorothy from the Lombard crossing? A. You have got the S on the northbound tracks.

Q. That S doesn't mean the direction of the tracks? A. Here is the crossing. You see here is the point of the curve.

Q. Where that broad line is you say is the point of the curve? A. Just beyond that.

Q. But it is a pretty slight curve, isn't it, up to the Lombard crossing, if any? A. Well, you can see. It will bring you up just at the—say about a forty degree curve.

Q. Isn't the real curve, Mr. Steelman, between the Lombard Street crossing and the Milmay crossing? A. No.

Q. You say there is a real curve that should be shown on this? A. There is a gradual curve that starts here.

Q. Do you claim that this picture is not correct? A. In what way?

Q. That it fails to show the true conditions there? Do you think this picture fails to show the true conditions there? Do you think this picture fails to show the true conditions as they were on November 8th, 1923? A. No, if you take the tracks as I state them there.

Q. No, I am only asking you about the picture. Does that appear correct to you? A. I don't know which way it is going.

Q. Can you tell from looking at it? A. I say it is a fair picture of the crossing.

Q. All right. Now this picture shows the curve between Lombard crossing and the Milmay crossing, does it not? This picture is Exhibit P-4. That is the curve there, isn't it, between that letter G and the letter S? A. It is.

Q. That is about where the entire curve is, isn't it? A. Sure, but if you set your camera back here you would find the curve is the same, but it does not give a clear idea to a person that never saw it.

Q. So you want to tell us there is a decided curve before you come to the Lombard Street crossing? A. It is the same degree curve.

Q. It is the same degree curve going around like that? You heard the other members of the train crew say they thought it was straight.

Mr. Hartpence: Objected to.

The Court: Objection sustained.

Q. As a matter of fact, Mr. Steelman, wasn't the following question asked you, and didn't you give the following answer?

Mr. Hartpence: Where and when?

Q. At an examination held in Camden, New Jersey, before William C. French, as an Examiner and Master, in December, 1925:

"Q. And as you approached the Milmay station how much of a straight-away is that? A. Four or five miles."

Did you have that question asked you and did you make that answer?

Mr. Hartpence: Objected to as immaterial and irrelevant. He hasn't said anything to the contrary here today that I know of.

The Court: Is the purpose to contradict this witness?

Mr. Mackey: Yes, sir.

The Court: In what respect?

Mr. Mackey: In respect to his saying there is a curve in this track where there is obviously a straight-away.

The Court: All right. You may answer.

Q. Did you have that question asked you and did yo umake that answer? A. I said there was a straight-away there for four or five—

Q. Pardon me. I am not asking for an explanation. Did you have that question asked you and did you make that answer? A. Not the Milmay station, I did not, no.

Q. You were talking about the Milmay station—you didn't make that? A. I was alluding to the straight track.

Q. Pardon me. I am asking you if you had that question asked you and if you made that answer?

Mr. Hartpence: I ask that that question and answer be re-read.

(Question re-read by the stenographer as follows):

"Q. As a matter of fact, Mr. Steelman, wasn't the following question asked you and didn't you give the following answer, at an examination held in Camden, New Jersey, before William C. French as an Examiner and Master, in December, 1925:

"'Q. And as you approached the Milmay station how much of a straight-away is that? A. Four or five miles.'" Did you have that question asked you and did you make that answer? A. I did. On the approach—

Mr. Mackey: Pardon me. I am entitled to an answer yes or no.

The Court: Yes.

Q. Was your answer no? A. I said I did.

Q. Now, after you left Dorothy, how far, approximately, was it to the Lombard Street crossing? A. About two and a half miles.

Q. And what speed were you going at? A. About sixty miles an hour.

Q. Don't you remember that you said sixty-five miles an hour on two or three occasions before this?

Mr. Hartpence: Objected to as not proper cross examination. If it is going to be refuted the specific time and place should be stated.

Q. All right. In the first place, page 340 of the last trial of this case, was the following question asked and did you give the following answer:

"Q. And at that time you were going sixty-five miles an hour? A. Sixty-five miles an hour." Did you have that question asked you, and did you make that answer? A. I don't just recall it now, no.

Q. You won't say you didn't, will you? A. I won't say I didn't.

Q. And you won't say you did? A. And I won't say I did; I don't remember.

Q. And also, before this Mr. French in 1925, at the examination before trial at Camden, New Jersey, did you have this question asked you, and did you make this answer:

"Q. Will you kindly tell us how fast you were going at the time you struck this automobile? A.

Sixty-five miles an hour." Did you have that question asked you and did you make that answer? A. I may have. I won't say that I did. There is no way of telling whether we were running sixty or sixty-five; you can't tell the difference—

Q. Pardon me. I don't want "May have." Did you or didn't you say that? A. Not that I remember of, no.

Q. You won't say you did? A. No.

Q. And you won't positively swear you did not? A. No.

Q. You were represented at that trial and at this examination by Mr. Hartpence's firm, weren't you, the attorneys for the Pennsylvania Railroad Company? A. No, sir.

Mr. Hartpence: Objected to as incompetent. He doesn't know whether he was or not. As a matter of fact he wasn't represented by our firm.

The Court: He says he wasn't.

Q. Didn't you have any attorneys when that last trial was held and when this examination was held?

Mr. Hartpence: Objected to as immaterial and irrelevant.

Mr. Mackey: You stated as a matter of fact he didn't. You appeared on the record.

Mr. Hartpence: I am objecting to it as immaterial and irrelevant.

Q. At the time you were examined before Mr. French in Camden, this case was already started, wasn't it? A. Not that I know of.

Q. Hadn't you been served with summons and

complaint by the Sheriff? A. I had not at that time, it was here.

Q. Do you mean to say that you went up to Mr. French's office to be examined, and you didn't know what it was all about? A. No, I didn't say so.

Q. Didn't you know you were going there to be examined in a case against you, and didn't you have a lawyer to represent you? A. I was called home by wire by the company.

Q. You were telephoned by the company? A. Wired.

Q. What company?

Mr. Hartpence: Objected to as immaterial, irrelevant and not proper cross examination.

The Court: Yes, that is true.

By the Court:

Q. Do you know whether you were represented by an attorney at the time you were examined? A. Yes, sir, I do.

By Mr. Mackey:

Q. And what attorney represented you?

Mr. Hartpence: Objected to as immaterial and irrelevant, and the record will show for itself.

The Court: The record isn't here.

Mr. Hartpence: Then I will ask for the production of the record as the best evidence.

Mr. Mackey: I want to see what he knows.

Mr. Hartpence: I can't see that it is proper cross examination.

Mr. Mackey: To test his credibility.

The Court: Objection overruled.

Mr. Hartpence: Pray an exception.

Q. What attorney represented you? A. Frank Neutze.

Q. Well, you do remember you had Mr. Neutze there? A. Yes, sir.

Q. And wasn't Mr. Neutze there representing the firm of Wall, Haight, Carey & Hartpence?

Mr. Hartpence: Objected to as immaterial and irrevelant, and also for the reason this man does not know.

The Court: I assume he would know if he employed him.

Q. Didn't you know that you had hired the firm of Wall, Haight, Carey & Hartpence to represent you?

Mr. Hartpence: Objected to against as entirely immaterial and irrelevant, and not proper cross examination. What possible bearing can it have on the examination of this witness in chief as to whether or not Wall, Haight, Carey & Hartpence represented him on this examination, which is brought in by the other side on cross examination.

The Court: What is the particular purpose at this time, so that the record may be kept clear?

Mr. Mackey: I want to show that he was represented at this examination by Wall, Haight, Carey & Hartpence, as the minutes show.

The Court: For what purpose?

Mr. Mackey: And that he was represented at the trial by Wall, Haight, Carey and Hartpence, and he testified that he was going sixty-five miles an hour.

The Court: No, for what purpose?

Mr. Mackey: To test the credibility of this witness. He said first he had no idea, now he says he had Mr. Neutze. Now, I want to know if Mr. Neutze represented his attorneys, Wall, Haight, Carey and Hartpence?

The Court: If that is the purpose I sustain the objection.

Mr. Mackey: Exception.

The Court: It is already admitted he had an attorney there.

Q. Now, do you remember testifying in this court room on the previous trial of this case in relation to that examination by Mr. French, as follows:

"Q. Now, you say everything that was said in that examination was true? A. Sure." Do you remember saying that?

Mr. Hartpence: Objected to as not proper cross examination.

The Court: Sustain the objection.

Q. Now, on a third occasion did you testify as follows, namely, on the trial of the action for the death of Robert Ross, on April 15, 1926, in this court room, page 279:

"Q. About how fast was your train travelling, Mr. Steelman, just prior to the time you applied the emergency brakes? A. About sixty-five miles an hour." Did you have that question propounded to you and did you make that answer? A. Well, it is a hard matter to remember all these things.

Q. Yes or no, or I don't remember. A. I say—

Q. Can't you answer yes or no? A. I may have said it at that time because there is very little variation in sixty and sixty-five miles an hour.

The Court: Do you remember whether you said that or not?

The Witness: I don't remember.

Q. Are you willing to say now that you may have been going sixty-five miles an hour? A. Sure.

Q. So if you said sixty on direct, why it was only an approximation? A. Why, you can't tell; I can't tell you now.

Q. How many coaches did you have on that train?

Mr. Hartpence: Objected to as incompetent, irrelevant and immaterial.

The Court: Objection overruled.

Mr. Hartpence: Pray an exception.

A. We had three coaches and two combined cars—about five cars—about a five-car train as near as I can remember.

Q. Going at the rate of sixty to sixty-five miles an hour within what length could you stop a train within that time?

Mr. Hartpence: Objected to as immaterial and irrelevant.

Q. With the type of brakes you had on it?

The Court: Sustain the objection unless there is put in the same conditions that existed and confronted him at that time.

Q. Under the same conditions that existed and

confronted you on November 8th, 1923, at the time this accident happened, within what space could you stop that train going at the rate of sixty or sixty-five miles an hour?

Mr. Hartpence: Objected to as immaterial and irrelevant, and calling for a conjecture.

The Court: Objection overruled.

Mr. Hartpence: Pray an exception.

A. It would vary under the different conditions.

Q. I mean the conditions of that night? A. Under the conditions of that night you are relating to?

Q. Yes. A. Even so you will vary in the distance you will stop your train in from the time you apply your brakes.

Q. Can't you give us a maximum distance in which you could stop your train under those conditions? A. You may stop in five hundred feet and you may stop in a thousand feet.

Q. May it be at least within a thousand feet? A. You could stop in less than a thousand feet. You could stop in six or seven hundred feet.

Q. But you could stop at least within a thousand feet, that is right? A. That is right.

Q. And it took you from the Lombard crossing to the Cumberland Street crossing, beyond the Cumberland Street crossing before you were able to stop? A. Between the two crossings, yes.

Q. And a distance of about eight or nine hundred feet, wasn't it? A. I don't know exactly, but I should judge it was about seven, between seven and eight hundred feet from crossing to crossing.

Q. Now you say you were about a thousand yards from the whistling post when you first saw

the automobile of Thomas Ross? A. About the first that I noticed it, yes.

Q. About a thousand yards. Now can you indicate on this survey approximately where that automobile was when you first saw it, referring to Exhibit P-3?

(Witness leaves stand and goes to map.)

Q. Make a mark "K", if you will?

Mr. Hartpence: Now, if your Honor please, I ask that the witness be instructed as to the form of the question. He is a railroad engineer and he may not be familiar with reading maps, and I would like to have that question re-read.

The Court: Do you understand the map and the question?

The Witness: The question was, where were I when I first saw the light?

Q. No, where was Ross when you first saw him?

The Court: Do you understand the map?

The Witness: Sir?

The Court: Do you understand the map?

The Witness: No, not exactly.

Q. What don't you understand about it?

Mr. Hartpence: The question has not been withdrawn, and I am asking that it be stated to this witness.

The Court: I asked him if he understood the map and he said no.

Q. Do you understand the question that was asked you? A. Where the car were when I first saw it?

Mr. Mackey: As long as he has got in such a confused situation I will start all over again, your Honor.

Q. Now, Mr. Steelman, assuming that this is the end of the line of brush where that letter "S" appears, coming from the old Tuckahoe Road, upon which Mr. Ross had been, and that this place which I will mark "P" is the crossing, and that this road between X and Z is the road upon which Mr. Ross was proceeding when you first saw him, will you please tell us, if you can, about what point on that road Mr. Ross' car was when you first saw it?

Mr. Hartpence: Objected to as not proper cross examination. I didn't examine this witness on this map at all. He may not understand it; he may not know anything about it, and on cross examination he is asked to characterize and put on a map a situation which he may not know anything whatsoever about.

The Court: You seem to lose sight of the fact that you asked him where this car was and he told us very minutely, and that he saw the light, probably the rear light, at some point within the distance that Mr. Mackey has indicated.

Mr. Hartpence: Yes, I recall very perfectly, but the question is to ask this witness to point that out on the map, which he may not know anything about or understand.

The Court: Do you understand the question and the map now?

The Witness: I do not know—Tuckahoe Road and brush on the other side going from the Tuckahoe Road—this map shows it is coming towards Tuckahoe Road.

Calvin W. Steelman, cross.

Q. Mr. Steelman, this word Tuckahoe Road, that is the new Tuckahoe Road. The old Tuckahoe Road is back behind the brush. Now, assuming that I have stated that situation on this map, and assuming that the old Tuckahoe Road is by that letter S, and runs by that brush, and that this road S to P is the road along which Mr. Ross came, can you give me your approximate idea of the point on that road that Mr. Ross' automobile was when you first saw it?

Mr. Hartpence: Objected to as not proper cross examination.

The Court: That is not the proper objection. What you mean to object to is that the witness has not been properly instructed in regard to the map or that it does not show to him the situation, because he has already been examined on these.

Mr. Hartpence: I mean not proper cross examination in relation to his examination in chief, because this witness cannot understand this map.

By the Court:

Q. I ask you again, does that map enable you to show within the distance that Mr. Mackey has mentioned, the point where you first saw this automobile with reference to the cab of your engine? A. That would be all right, but owing to the conditions of the time of day it would be impossible for me to show anywhere just about where that car was.

Q. Your answer is, then, that it does not show where it was.

Mr. Mackey: He says the map is all right, but on account of the time of day—what has

the time of day got to do with a place on a road?

The Court: Was it light enough to distinguish the details of the roadway along there at that time?

The Witness: No, not at that time.

By Mr. Mackey:

Q. Well, now, can you say this, Mr. Steelman, that Mr. Ross' car was somewhere between where this road leaves the woods here and the crossing?

Mr. Hartpence: Objected to on the same ground, it is a mere repetition of the previous question.

The Court: He may state somewhere between the old Tuckahoe Road and the railroad station.

Q. That is right, isn't it? A. It was between the brush and the railroad crossing.

Q. Somewhere between? A. Somewhere between.

Q. Could you say whether it was approximately one-third of the way or one-half of the way, or any percentage of the way? A. No.

Q. The best you can put it is that it was between? A. Yes.

Q. And it had apparently left the brush when you first saw it? A. It had.

Q. Some distance from the brush? A. Well, I couldn't say.

Q. It had at least left the brush up by X? A. The brush line is here?

Q. Yes. A. (No answer.)

Q. It had to be out beyond the brush for you to see it? A. It had to be out beyond the brush line for me to see it.

Q. And you are sure that when you first saw it it was on this road somewhere beyond that brush? A. Between the crossing and the brush.

Q. Going toward the crossing? A. Coming toward the crossing.

Q. You were at least a thousand yards away from the whistling post which was nine hundred feet south of Lombard Street when you first saw the tail light of this automobile? A. Yes.

Q. And that was one thousand yards and nine hundred feet away from the crossing? A. About.

Q. And you are sure you saw the tail light of the automobile? A. I am sure of that, yes.

Q. And you were coming along this track driving at sixty or sixty-five miles an hour going north from that time on until the accident? A. I were.

Q. Now, did you notice whether the automobile was going fast or slow? A. No, I couldn't distinguish that part of it.

Q. Now, when you were going at the rate of sixty miles an hour at least, you were going ninety-seven feet a second, weren't you?

Mr. Hartpence: Objected to as merely conjecture on the part of this witness.

The Court: Objection sustained.

Q. Well, in any event, the time it took you to cover that thousand yards and nine hundred feet, was considerably less than half a minute, wasn't it? A. Well, I couldn't say, because I don't know just the run of seventy miles an hour, fifty-two or fifty-three seconds a mile—

Q. Fifty seconds to a mile? A. Running at the rate of seventy, I said.

Q. Yes. A. And I couldn't tell you to be positive, you can figure that quicker than I can.

Q. Do you want us to understand that in the time it took you to go one thousand yards at sixty-five miles an hour that that automobile got from up there somewhere and had dashed down to the crossing?

Mr. Hartpence: If your Honor please, I object to it as not proper cross examination, as to what this witness wants us to understand.

The Court: Objection sustained as to the form.

Q. Isn't it a fact, Mr. Steelman, in the period of time you covered this thousand yards at sixty-five miles an hour, this automobile managed to get down that road and get in front of you?

Mr. Hartpence: Objected to as calling for a statement of facts from this witness.

The Court: Objection overruled.

Mr. Hartpence: And on the further ground it does not state facts, a thousand yards plus nine hundred feet.

Q. Is it a fact, Mr. Steelman, that in the period of time it took your engine to go sixty-five miles an hour to cover this thousand yards, plus nine hundred feet, that the automobile travelled from where you saw it on the crossing, and also stopped on the crossing and began to back off,—is that the fact?

Mr. Hartpence: Objected to as calling for a conclusion of this witness, and as a characterization of the evidence.

The Court: He is the only one that said it backed off, and he wants to know if he

did all this in that time. Objection overruled.

Mr. Hartpence: Pray an exception.

A. I don't answer because I don't just know. You can't sit there in the dark or even in the daytime and—

Q. You can't answer it? A. No.

Q. Why can't you answer it? A. Because no living man can, without he goes to work and measures his distance nicely and figures out his time that he is running that distance.

Q. I am asking you to answer something that is based on an examination. I am asking you to tell me a fact that happened there and that you saw? A. I can tell you the facts.

Q. I don't want you to take any particular distance. If the distance of one thousand yards and nine hundred feet is wrong I want you to take whatever distance you say. Do you want to make it fifteen hundred yards?

Mr. Hartpence: I object to that as not proper cross examination.

The Court: Objection sustained. Just ask him a question.

Q. The reason I ask if you want to make it fifteen hundred yards, did you testify as follows before Mr. French at Camden, in 1925:

"Q. How far were you from the crossing when you first observed the automobile? A. Fifteen hundred yards." Do you remember testifying that way before Mr. French? A. I believe I did mention it, I am not sure.

Q. And which was true, what you told us this morning, or what you said before Mr. French? A. What difference—I say I was all of a thousand

yards, or ten hundred yards, didn't I—there is only the five between.

Q. Which is right, a thousand yards, or fifteen hundred yards? A. You can't—

Q. Take whichever figure you want, Mr. Steelman, and we will take that as a basis for the question. What do you want a thousand yards or fifteen hundred yards?

Mr. Hartpence: Objected to, as to what this witness wants.

The Court: Sustain the objection.

Mr. Mackey: Exception.

Q. In order to get this matter clear, please tell me how far away you were from the Lombard Street crossing when you first saw Mr. Ross' car, saw this red light, as you say, the tail light?

Mr. Hartpence: Objected to on the ground it has already been asked and answered.

The Court: Objection overruled.

Q. Give us your own figure? A. As I said before it is a hard matter to judge.

Q. Approximately. A. You say assume so far, a mile or five—

Q. Beg pardon. A. You may assume you are a mile back or a half a mile back, but there is no way of telling. You have got no speedometer on your train or nothing to prove to you as to the speed or how much ground you are covering. How are you going to tell whether you are a thousand or fifteen hundred yards?

Q. Isn't it a fact that you can tell where you are? A. You can tell where you are, sure, but you can't tell—

Calvin W. Steelman, cross.

Q. Mr. Steelman, please don't quibble with me.

Mr. Hartpence: If the Court please, I am going to ask your Honor to rule. This witness has not finished his answer.

Mr. Mackey: It was not responsive.

The Court: Just give us the correct answer. If you can.

Q. Whether you can give us a distance or not, a distance that will fully protect you. Can you give us any distance that you were when you first saw the automobile of Mr. Ross, the distance that you were from the Lombard Street crossing, or from Mr. Ross? A. I should say fifteen hundred to one thousand yards from the whistling post.

The Court: You had not yet reached the whistling post, anyhow?

The Witness: No, sir.

Q. And the whistling post is nine hundred feet from the crossing? A. South of the crossing.

Q. Is it a fact then, that between the time when you covered the distance from where you were at the time you first saw Mr. Ross, fifteen hundred feet plus nine hundred feet, Mr. Ross not only covered the distance down that road, but got up on the crossing and backed off and you were going, while he got down to the crossing, got on the crossing and backed off,—you kept up your speed of sixty-five miles an hour?

Mr. Hartpence: I object to it on the ground this witness cannot say. The testimony is that he saw the car at a given point, saw the light—

The Court: I understand all that. He is

asking him now if that car went that distance and got on the track and backed off while he was going that distance. It seems to me it is perfectly proper. Objection overruled.

Mr. Hartpence: I pray an exception, your Honor.

(Question repeated by the stenographer.)

Mr. Hartpence: I hate to interrupt. You see he has got fifteen hundred yards plus nine hundred feet.

The Court: He said fifteen hundred feet.

Mr. Mackey: Excuse me, that is my error. I mean fifteen hundred yards plus nine hundred feet.

A. I don't say that I covered that distance. I say that he came from the distance where I saw the car. He came to the track and stopped on the track and was standing still when I arrived there.

Q. And didn't you say that he started to back off, too? A. I did. He was there still when I saw him.

Q. So that he actually got on, backed off—got to the track, got on the track and backed off while you were going— A. He started to back off before I struck him, yes.

Q. You had no trouble in seeing that at all? A. Not when I saw the car, because the reflection of the headlight is what gave me the vision of the car.

Q. All of this action on the part of Mr. Ross that you have described, must have taken a little time, didn't it, Mr. Steelman? A. It takes time, of course.

Q. And he wasn't on the track when you were

fifteen hundred yards, a little over fifteen hundred yards away? A. He was not.

Q. And you say you weren't watching the track all the time from then, or didn't you? A. I didn't say so.

Q. Didn't you say you weren't watching the track? A. I did not.

Q. Did you continue to watch the track from the moment you saw Mr. Ross' car the first time up to the time of the collision? A. Yes. You don't watch the track all the time; you have got your signals to look to.

Q. Then you must have seen everything Mr. Ross did? A. No, I don't think so.

Q. Now you didn't try to stop your train at all, did you, until the time of the impact? A. Yes.

Q. How far away were you when you tried to stop your train? How far away were you from Mr. Ross? A. Not over one hundred and thirty-five feet.

Q. Not over one hundred and thirty-five feet? A. One hundred feet probably.

Q. Didn't you see him go up on the track and stop? A. No.

Q. Before that? A. No.

Q. You didn't see him go up on the track and stop until you were 125 feet from him? A. Until I saw him on the track from the reflection of the headlight. You couldn't see the car without the light from your head lamp.

Q. And it only took you about one second to cover that 125 feet at the speed you were going? A. It wouldn't take but a very few seconds to cover 100 feet.

Q. And in spite of that, in those very few seconds you saw him go up on the track and stop

and you saw him start to back off? A. No, I didn't; I didn't say so.

Q. Isn't that the time you saw him do that? A. No.

Q. When did you see him do that? A. I didn't see at all.

Q. You didn't see at all? A. To drive up on the track and stop, no, I didn't say so.

Q. Didn't you say a moment ago that you saw him go up on the track and stop and then try to back off? A. No.

Q. You didn't say that? A. No, certainly not.

Q. All right. Now Mr. Steelman, do you remember saying in the previous trial in this court room when the following question was asked you:

"Q. What, if anything, did you see the automobile do? A. Then the automobile moved back so that we struck the automobile about the engine of the automobile, about the fourth wheel on the right side. There were no signs showed where it struck otherwise." Do you remember that question and that answer? A. I didn't understand you quite—where I saw him do what?

Q. I asked you a moment ago if you saw Mr. Ross in that period of time come up on the track, stop, and then start to back off. Is that so? A. That is not so.

Q. That is not so? A. I didn't say so.

Q. Let me refresh your recollection again by reading these questions and answers to you, of the record:

"Q. And where was the automobile? A. Lying directly on the tracks; the front wheels as near as I could see were over the west side rail and the rear wheels were over the east side rail on the northbound track.

"Q. That was the track you were running on? A. Yes.

"Q. Then what did you do? A. I gave a succession of blasts and at the same time applied the emergency brake.

"Q. What, if anything, did you see the automobile do? A. The automobile moved back so that we struck the automobile about the engine of the automobile, about the fourth wheel on the right side. There were no signs showed where it struck otherwise." Do you remember those questions being asked you and those answers being given by you? A. That is the straight fact of what I saw.

Q. That is what you saw? A. Yes, sir.

Q. And you gave those answers? A. I suppose I did, yes.

Q. Now when you were down in Camden before Mr. French you gave a different story about the kind of a train that you were driving, didn't you?

Mr. Hartpence: Objected to.

The Court: Sustain the objection.

Q. Didn't you testify as follows in Camden in 1925, before Mr. French:

"Q. What distance did you stop after colliding with this automobile? A. The distance is, we had a twelve-car train; it was about very near the length of the train, about." Do you remember testifying that way in Camden? A. I do not.

Q. You say you didn't? A. I don't remember testifying to that fact, no, not the number of cars.

Q. You know there were not twelve cars, don't you? A. I do.

Q. And isn't it a fact that you said that at that

time to try to excuse yourself for running so far past the crossing? A. No.

Q. But you won't say you didn't say that, will you? A. That I had twelve cars?

Q. Yes. A. I say that I don't think I did. I am positive I didn't say it.

Q. But you won't say positively that you didn't? A. I will, because we were not handling a train of that kind at that time, and I don't know why I should say twelve cars.

Q. Will you now say positively that you didn't say it before Mr. French? A. No, I won't say positively, because I don't just remember.

Q. You may have said that before Mr. French, is that right? A. I don't say I may have said it, because I don't think I would have said it.

Q. You won't say you didn't say it, will you,—answer yes or no—will you say you didn't say it? A. I will, because I am positive I didn't say it.

Q. Beg pardon? A. I will say I didn't say it.

Mr. Mackey: I ask Mr. Hartpence to produce a copy of the testimony before Mr. French.

Mr. Hartpence: Is that the one you objected to yesterday?

Mr. Mackey: Yes.

(Paper called for produced by Mr. Hartpence.)

Mr. Mackey: I offer it in evidence.

(Received in evidence and marked Exhibit P-14.)

Redirect examination by Mr. Hartpence:

Q. You made some reference to the initials that were on the locomotive, "W. J. R. R." and then

"W. J. & S. R. R." What was the "W. J. R. R."? What did those initials stand for? A. West Jersey Railroad. That was the old West Jersey.

Q. That was the old West Jersey, wasn't it? A. Yes, sir.

Q. And then you referred to a merger, did you not? A. Yes, sir.

Q. Do you know about when that took place? A. I don't know the date, no.

Q. Never mind recalling the exact date, but can you tell about approximately when it was? A. I am unable to.

Q. Was it twenty-five years ago, or about that, in 1906, to be specific? A. It must have been twenty-five or twenty-six years ago.

Q. And it was then you say they put the letters "W. J. & S. S. R. R." on the cab? A. Yes, about that time—as fast as they went in the shop.

Q. And the merger you referred to was the old West Jersey Railroad with the West Jersey and Seashore Railroad? A. No, the West Jersey and Camden and Atlantic.

Q. That is what I say. There was the old West Jersey Railroad merged with the new railroad company which you say was the Camden and Atlantic? A. Yes, sir.

Mr. Mackey: I object to that as leading.
The Court: Objection overruled.
Mr. Mackey: Exception.

ERNEST H. BROWN, sworn.

Direct examination by Mr. Hartpence:

Q. What is your occupation, Mr. Brown? A. Assistant secretary of the Pennsylvania Railroad

Company, and West Jersey and Seashore Railroad Company, and many other corporations in the Pennsylvania System.

Q. How long have you been assistant secretary? A. Since the first of January, 1926. I was assistant to the secretary before that time.

Q. How long? A. Since 1920. I was appointed chief clerk to the secretary before that.

Q. How long? A. I was chief clerk probably about eight or nine years; and clerk in the office before that.

Q. Did you in those secretarial positions have occasion to handle and become familiar with the agreements and other contracts and arrangements between these various railroads? A. Yes, sir.

Q. Who has the custody of those ordinarily? A. The secretary.

Q. Did you bring with you today an agreement between the Atlantic City Railroad Company and the West Jersey and Seashore Railroad Company, dated January 26, 1906? A. Did you say is there an agreement?

Q. Have you that agreement with you? A. Yes, sir.

Q. Will you produce it, please? A. (Witness hands paper to counsel.)

Q. Do you know the signatures to the instruments, "Samuel Rea, Vice President," and "James Harding, Secretary"? A. Yes, sir.

Q. What about the Atlantic City Railroad Company signatures, do you know those? A. No, sir.

Q. Do you know whether or not that agreement is still in effect, and has been continuously since January 26, 1906? A. Yes, sir.

Mr. Hartpence: It is offered in evidence.

The Court: Any objection?

Mr. Mackey: Only on the ground it is incompetent, irrelevant and immaterial, and no proof of operation.

Mr. Hartpence: It is only offered, if your Honor please, to show the traffic rights of the West Jersey and Seashore Railroad Company over this line.

The Court: It will be received.

Mr. Mackey: Exception.

(Marked Exhibit D-33.)

Q. Have you an agreement of the Pennsylvania Company with the West Jersey and Seashore Railroad Company, dated May 12, 1909,—between the Pennsylvania Railroad Company, and the West Jersey and Seashore Railroad Company? A. Yes, sir.

Q. By whom was that executed, Mr. Brown? A. On the part of the Pennsylvania Railroad Company by James McCrea, President, and Lewis Neilson, Secretary; and on the part of the West Jersey and Seashore, by W. W. Atterbury, Vice-President, and J. M. Harding, Secretary.

Q. Do you know the signatures of all those men? A. Yes, sir.

Q. And are those their correct signatures, attached thereto? A. Yes, sir.

Q. And the seals of the respective companies? A. Yes, sir.

Q. Is the Pennsylvania Railroad Company and the West Jersey and Seashore Railroad Company —are they two separate and distinct railroad companies? A. Yes, sir.

Q. Of what State is the West Jersey and Seashore Railroad Company a corporation? A. New Jersey.

Q. And of what State is the Pennsylvania Railroad Company a corporation? A. Pennsylvania.

Mr. Hartpence: I offer that agreement in evidence, if your Honor please, to show the relation and operation of that Camden terminal that has been referred to in cross examination.

The Court: Was this same agreement to which you have just now testified in effect in November, 1923?

The Witness: Yes, sir.

The Court: It may be received.

Mr. Mackey: I object to it as incompetent, irrelevant and immaterial, and no proper proof of the operation and control of this train involved in this accident.

The Court: Objection overruled.

Mr. Mackey: Exception.

(Marked Exhibit D-34.)

Cross examination by Mr. Mackey:

Q. Have you produced each and every paper of every kind and nature of the Pennsylvania Railroad relating to this line between Wildwood Crest and Camden?

Mr. Hartpence: Objected to as immaterial and irrelevant and not proper cross examination.

The Court: Objection sustained.

Q. Do you know whether or not in November, 1923, the West Jersey and Seashore Railroad Company was operated as a part of the Pennsylvania System? A. Of the "Pennsylvania System," yes, sir.

Q. And the operating offices of the Pennsylvania Railroad control the operation of all parts of the System?

Mr. Hartpence: Objected to as not proper cross examination.

The Court: Of course, it would take an interminable time to read this exhibit.

Mr. Mackey: It seems to me, your Honor, that referring these long documents to the jury and then throwing them in a corner is a peculiar manner of trying a case.

Mr. Hartpence: I object to the remark of counsel and ask your Honor to withdraw a juror.

The Court: Motion denied.

Mr. Hartpence: I ask an exception to your Honor's refusal to withdraw a juror, and ask your Honor to admonish the jury.

The Court: Gentlemen, do not pay any attention to this discussion that goes on here between these attorneys. It does not amount to anything. It is only the evidence and the questions and answers that are to govern. Do not take any notice of that.

(Question repeated by the stenographer.)

The Court: Under this exhibit I think that is fairly within the scope of this document to show control. It is so offered, and I receive it.

Mr. Hartpence: I desire to put my objection on the ground it is not only improper cross examination, but it is incompetent testimony, and I pray an exception to your Honor's ruling.

The Court: On what ground is it incom-

petent? Why do you claim it is incompetent?

Mr. Hartpence: This witness is assistant secretary in charge of the documents, to prove those contracts, which were both referred to in the previous examination, and chiefly by the cross examination of certain of our witnesses; and now this question on cross examination goes into the question of the operation of the railroad and the operating officers of the two railroads. Now it may well be that this gentleman does not understand and know who does actually operate and control, and whether the officers are the operating and controlling officers. That is the basis of my objection.

The Court: I think that is so. I sustain the objection until proper foundation has been laid.

Q. Do you know, Mr. Brown, who are the executive officers—who were the executive officers operating the Pennsylvania Railroad Company during the year 1923? A. Yes, sir.

Mr. Hartpence: Objected to, if your Honor please.

The Court: I sustain the objection to the inclusion of the word "operating."

Mr. Mackey: Exception.

Q. Was there any executive officer of the Pennsylvania Railroad in charge of the Pennsylvania System during the year 1923?

The Court: Do you know that? Yes or no.

The Witness: Yes, sir, Vice President in charge of operation.

Q. And who was he? A. Elisha Lee.

Q. And the West Jersey and Seashore was a part of the System? A. Was a part of the System.

Q. Did you produce today the minutes of the Pennsylvania Railroad Company relating to the System, the Pennsylvania System? A. The what?

Q. The minutes of the Pennsylvania Railroad Company relating to the Pennsylvania System, the organization and operation of the Pennsylvania System? A. Did you say the minutes?

Q. Or the by-laws? A. I have the by-laws of the Pennsylvania Railroad Company, yes, sir.

Q. And it is under those by-laws that the System is operated? A. The by-laws of the Pennsylvania Railroad provide for a Pennsylvania Railroad System. The West Jersey and Seashore also have its by-laws.

Q. The West Jersey and Seashore do not provide for the operation of a West Jersey System, the by-laws do they? A. There is no West Jersey System.

Q. Will you say that these by-laws of the West Jersey Railroad refer to a system organization? What system organization do they refer to, the name of them? A. The difference between the regional and the system is just to harmonize with the custom adopted by the Pennsylvania Railroad Company.

Q. To harmonize with the Pennsylvania System? A. With the Pennsylvania Railroad System. It brings these officers under the same title that the Pennsylvania Railroad has.

By the Court:

Q. The conditions to which you have just now

alluded, is that at present, or do you mean back in November, 1923? A. 1923.

Q. 1923? A. Yes, sir.

By Mr. Mackey:

Q. Do you know whether or not the Pennsylvania Railroad Company is the dominant railroad in the Pennsylvania System?

Mr. Hartpence: Objected to as immaterial and irrelevant, and calls for a conclusion on the part of this witness, and it is incompetent.

The Court: Objection sustained.

Mr. Mackey: Exception.

Q. In your office as secretary—in the assistant secretary's office of the Pennsylvania Railroad is the secretarial work conducted for the West Jersey and Seashore Railroad? A. Yes, sir.

Q. And for several of the railroads in the System? A. Yes, sir.

Q. By whose check are you paid your salary?

Mr. Hartpence: Objected to as immaterial and irrelevant.

(Discussion.)

Mr. Hartpence: If this witness is to be made a witness for the plaintiff, that is the question, of course.

The Court: How can you bring that within the scope of his examination for the production of papers?

Mr. Mackey: I will make him a witness for myself to the extent of that question. He says he was employed by both companies.

The Court: Do you wish to make him your own witness?

Mr. Mackey: Yes, for the purpose of that question.

By Mr. Mackey:

Q. Whose check pays your salary?

Mr. Hartpence: Objected to as incompetent, irrelevant and immaterial.

The Court: I will receive it upon the theory that it is the plaintiff's witness.

Mr. Hartpence: Exception.

The Court: Can you tell us?

The Witness: Yes, sir, the Pennsylvania Railroad Company.

Q. Is that the only check you get for salary? A. That is the only check, but it is charged out against the companies for which I perform services.

Mr. Mackey: That is as far as I want to make him my witness.

The Court: Have you any further cross examination?

Cross examination by Mr. Mackey (continued):

Q. In the West Jersey and Seashore Railroad Company is this check made out in Philadelphia, this check which I show you to the order of Mr. Steelman, Exhibit D-30—and I show you two other checks at the same time, D-31 and D-32.

Mr. Hartpence: Objected to as not proper cross examination.

The Court: Objection sustained unless you want to make him your own witness. This is new matter entirely.

Q. Now in your office as assistant secretary do you have a number of employees? A. Yes, sir.

The Court: Just a minute. Do you wish to press that under the theory that he is your witness?

Mr. Mackey: No, on the theory of cross examination.

The Court: All right; go ahead.

Q. And these employees work on the secretarial work of the Pennsylvania Railroad and the West Jersey and Seashore Railroad, and the other railroads that are in the System? A. Yes, sir.

Q. They do it—that is, they work indiscriminately? Can you transfer one employee from one work to another? A. Yes, sir.

Q. They are all under your direction or under the secretary's direction? A. Yes, sir.

Q. And are all those employees—do all these employees attend to the secretarial work of all these railroads? A. Yes, sir.

Q. That is the work in the secretary's department? A. Yes, sir.

Q. Including accounting, is that in your department? A. No, sir.

Q. What is included in the secretary's department? A. Why, the preparation of matters that go before the Board, and after they come from the Board the filing of all the charters and agreements and contracts, the writing of the minutes, and filing of them.

Q. And all these employees in Philadelphia in your office, by whose check are they paid?

Mr. Hartpence: Objected to on the same ground previously stated, incompetent, ir-

relevant and immaterial, and certainly not proper cross examination.

Mr. Mackey: I will make him my witness for this question.

The Court: Any objection to him making him his witness?

Mr. Hartpence: I have just this much objection: It doesn't seem the witness on cross examination can be made a witness for the plaintiff from time to time. If he makes him his witness he ought to become his witness.

The Court: If you object to it for that reason I will sustain the objection.

Mr. Mackey: I would ask your Honor to direct this witness to remain here.

Mr. Hartpence: It isn't necessary to do that, he will be here, your Honor.

Redirect examination by Mr. Hartpence:

Q. You stated in your cross examination that the West Jersey and Seashore Railroad Company was part of the Pennsylvania System? A. Yes, sir.

Q. It is not part of the Pennsylvania Railroad though, is it? A. Oh, no, sir; no, sir.

Q. Does it have its own executive officers? A. Yes, sir.

Q. Separate and distinct? A. That is the Pennsylvania, you mean? You mean the Pennsylvania Railroad?

Q. Does the Pennsylvania Railroad Company have its own separate and distinct officers from the West Jersey and Seashore Railroad Company? A. Yes, sir.

Q. Where are the offices of the West Jersey and Seashore Railroad Company located, the general

offices of the West Jersey and Seashore Railroad Company?

Mr. Mackey: Objected to.

A. The general office of the West Jersey and Seashore is at Philadelphia; the principal office is in Camden, New Jersey.

Q. And whereabouts in Camden? A. 22 Federal Street.

Q. 22 Federal Street? A. Yes.

Q. The Pennsylvania Railroad System is not an entity of itself, is it? A. No, sir.

The Court: It is just a combination for the purposes of increased traffic and the purpose of extending the operations of any one company over the lines of the other?

The Witness: It is what I would say is a trade name used by the companies that are affiliated or working in harmony with the Pennsylvania Railroad Company.

Q. You have those by-laws that Mr. Mackey called for, of the Pennsylvania Railroad Company and the West Jersey and Seashore Company handy, have you, Mr. Brown? A. Yes, sir.

Q. I will ask you whether or not these were in effect prior to and including November 8, 1923? A. Yes, sir.

Q. Will you turn to this book marked "By-Laws and Organization for conducting the business of the Pennsylvania Railroad Company," and show me where the by-laws are that pertain to the organization of the Pennsylvania System? Now state where they begin, how far they go and how many pages they cover. You will have to pick them out for yourself, because I don't know the

pages that have reference to the— A. I don't quite understand that question.

The Court: What set of by-laws is that?

Mr. Hartpence: The by-laws and organization for conducting the business of the Pennsylvania Railroad Company. I understood him to state on his cross examination that this book contained those by-laws that were asked for and produced by the other side. Now I am asking him to pick out and designate where they appear in this book?

The Witness: The reference is made on page 45 and the following pages.

Q. Well, how many of the following pages? Can you state? A. 45 to 64.

Q. 45 to 64, and do they contain, those pages, all the by-laws pertaining to that organization? A. That is where the words "Pennsylvania Railroad System" first appear.

Mr. Hartpence: I will ask that those pages be marked.

Mr. Mackey: In evidence?

Mr. Hartpence: The books are already in evidence as I understand it. You called for them and we produced them. I will ask that the books be marked in evidence, both of them.

The Court: As plaintiff's exhibits?

Mr. Hartpence: I will offer them in evidence myself.

(Two exhibits received in evidence and marked D-35 and D-36, of this date.)

Q. Will you point out and designate, Mr. Brown, in the West Jersey and Seashore book, "By-laws and organization for the conduct of the business

of the West Jersey & Seashore Railroad Company," —D-35, where the by-laws are pertaining to the business of that company? A. You are saying "By-laws."

Q. Well, I call it by-laws. I don't know what it is. Point out, if you will, the provisions in that book which refer to the organization and operation of the business of that railroad. I understood you to say on your cross examination there was no West Jersey System, so-called? A. Yes, sir.

Q. Now I am asking you to point out the "By-Laws and Organization for conducting the business of West Jersey and Seashore Railroad Company." A. That would be on page 42.

Q. Anywhere else? A. 42 to 55.

(Noon Recess.)

After Recess.

ERNEST H. BROWN, recalled.

Recross examination by Mr. Mackey:

Q. Mr. Brown, in this Exhibit D-35, where it says "System organization," does that refer to the Pennsylvania Railroad System? A. No, I wouldn't say that it did.

Q. What system does it refer to? A. Just a term they have used.

Q. It doesn't refer to the Pennsylvania Railroad System? A. No.

Q. Now you are Assistant Secretary of the West Jersey and Seashore, and of the Pennsylvania Railroads? A. Yes.

Q. As well as the many other railroads in the system? A. Yes, sir.

Q. What does the West Jersey System consist of? A. Well, there is no West Jersey System.

Q. The only system that is in existence that you know of in your capacity as an officer of both is the Pennsylvania Railroad System? A. Yes, sir.

Q. Do you know the names of the other officers of the Pennsylvania Railroad Company, who were in office in November, 1923? A. Samuel Rea was President; W.W. Atterbury, Vice-President; Elisha Lee, Vice-President, in charge of operations; George D. Dixon, Vice-President, in charge of traffic; C. B. Hisnen, Vice-President and General Counsel; A. J. Conty, Vice-President in charge of accounting; Thomas W. Hewn, Vice-President, in charge of real estate, stores, and insurance; G. L. Peck, Vice-President, in charge of personnel. How far down the line do you want me to go?

Q. Treasurer and Secretary. A. Lewis Neilson is Secretary, and James F. Fahnestock is Treasurer.

Q. Now did all of those officers occupy corresponding positions in the West Jersey and Seashore Railroad? A. Yes, sir.

Q. And you say the general offices of the West Jersey and Seashore Railroad Company were at Philadelphia? A. Yes, sir.

Q. Were they in property owned by the Pennsylvania Railroad? A. Yes, sir.

Q. And these officers all occupied two or more positions at the same time, didn't they? A. Yes, sir.

Q. And their departments were all conducted in the same general fashion as yours, were they not? A. Yes, sir.

Q. Do you know the capital stock of the West Jersey and Seashore Railroad Company, what it was during the year 1923, particularly in November? A. Eleven million and something.

Q. And how much of that did the Pennsylvania Railroad Company own? A. Just a little more than half.

The Court: Of the stock?

The Witness: Yes.

Q. Would you say approximately, six million seven hundred and forty-seven thousand dollars? A. I can tell you exactly.

Q. All right, tell me exactly. A. $6,747,900.

Q. Now when you say the general office, where is the general office of the Pennsylvania System, Pennsylvania Railroad System? A. There is no general office of the System.

Q. Do all of the railroads which are embraced in the System have one central office in the nature of a general office at Philadelphia? A. Many of them are in Philadelphia; some of them are in Pittsburgh.

Q. But in one place or the other? A. Yes, sir.

Q. And so far as operation is concerned would you say there is a Vice-President in charge of operation? A. Yes, sir.

Q. Who was he in November, 1923? A. Elisha Lee.

Q. And at the same time he was also Vice-President in charge of operations of the West Jersey and Seashore Railroad? A. Yes, sir.

Q. And he had his office in Philadelphia then? A. Yes, sir.

Q. In this same building that you have your office in? A. Yes, sir.

Q. And the next in authority under him in the operation department was located in the Pennsylvania Station in New York, was he not? A. He had a general superintendent in New York, yes, sir.

Q. And he was General Superintendent under this Vice-President in charge of operations?

Mr. Hartpence: Objected to unless this witness knows.

The Court: Do you know? In your experience of this System do you know?

The Witness: Yes, sir; the General Superintendent is an operating man.

Q. And under the General Superintendent they have divisions, don't they? A. Yes, sir.

Q. The lines of the System that operate in the State of New Jersey, are part of the New York division, are they not? A. No, not in the New York division.

Q. What division are they in? A. In New Jersey they are the local division, the Trenton division and the Camden Terminal division, and the Atlantic division.

Q. All of those divisions that you have specified are under the general supervision of this General Superintendent in the Pennsylvania Station in New York, are they not? A. Yes, sir.

Q. Is he an employee of the Pennsylvania Railroad? A. Employee of both companies.

Q. Both companies? A. Yes.

Q. Do you know how he gets his salary check, what kind of check he gets? A. No, I can imagine, but—

Mr. Hartpence: I object to that, if he don't know.

Q. Now, in conclusion those employees in your office—I was going to ask you about this morning (addressing Mr. Hartpence)—if you have no objection—

Mr. Hartpence: I can't hear you.

Mr. Mackey: I am going to ask how the various checks were made out to the various employees in his office.

Mr. Hartpence: If he knows.

Q. Do you know that? A. I will tell you exactly how it is. It is a Pennsylvania Railroad Company check—

Q. That is all, or do you want to tell me some more? Am I shutting you off? A. Yes, the West Jersey & Seashore pays its proportion of it.

Q. It is apportioned on the books. A. Yes, sir.

Q. So much is allocated to each road in the System? A. Yes, sir.

The Court: In proportion to what? What is the basis of the ratio?

The Witness: Why it is a practice set up in the accounting department—just exactly the ratio I do not know.

Redirect examination by Mr. Hartpence:

Q. When you referred to the General Superintendent in New York as being General Superintendent of both companies, which companies did you refer to as both companies? A. Pennsylvania Railroad Company, and the West Jersey and Seashore Railroad Company.

Q. Do you know, Mr. Brown, how these respective officers of the two corporations that you have mentioned in response to Mr. Mackey's question—the Pennsylvania Railroad Company and the West Jersey and Seashore Company—how they are named or designated, or how they get their positions? A. By the Board of Directors.

Q. Which Board of Directors? A. Pennsyl-

vania Railroad Company, or of the West Jersey and Seashore.

Q. Which one acts in the appointment of these officers, as officers of the West Jersey and Seashore? A. The Board of Directors of the West Jersey and Seashore.

Q. Which Board acts in the designation of those officers of the Pennsylvania Railroad Company? A. The Board of Directors of the Pennsylvania Railroad Company.

Q. And is that true of all those administrative officers and other officials that you referred to? A. Yes, sir.

Q. Clear down the line to this general superintendent of New York? A. Yes, sir.

Q. And what about the designation of those men as officials of these other companies, forming a part of the Pennsylvania Railroad System that you have referred to? A. They are appointed by the Board of Directors of their particular company.

Q. I think you said that those various companies had offices in Philadelphia? A. Some of them.

Q. And some at Pittsburgh? A. Yes, sir.

Q. Do you know whether they had—and if so where—the principal place of business, or the principal office of the general corporation of these several corporations? A. I don't quite catch what you mean.

Q. This morning you testified the West Jersey & Seashore had its principal office in Camden? A. Yes, sir.

Q. And what meetings of the Board do you know of that are held there, the West Jersey and Seashore Board meetings? A. I don't think any of the corporations hold their Board meetings in

Camden. It is the stockholders that hold their meetings.

Q. That is what I am asking you, what meetings, if any? A. The stockholders meetings.

Q. Are held at Camden? A. Yes, sir.

Q. At its principal office? A. Yes, sir .

Q. And not held in Philadelphia? A. No, sir.

Q. Now my question is, to clarify it, how does that compare with the stockholders' meetings and corporate meetings of these other railroads that form part of the Pennsylvania System? A. The by-laws of every corporation provide for a principal office in the state in which the company is incorporated. The stockholders meet at that principal office. The Board of Directors may meet any place.

Q. And the Board of Directors are elected by these stockholders at those stockholders' meetings, are they not? A. Yes, sir.

Q. Did you have, or do you have, any documents with you from the files and records of your companies, which will show what the equipment is of the West Jersey and Seashore Railroad Company? A. Yes, sir.

Q. What document will show that? A. The annual report.

Q. Of which company? A. Of the West Jersey and Seashore Railroad Company.

Q. Have you that report? A. Yes, sir.

Q. For what years? A. 1923 and 1924.

Q. Will you turn to these reports, please, and show us just where that is designated, and what it shows? In the first place let me ask you what period that report covers that you have? A. This annual report I have in my hand covers the year 1923.

Q. And submitted to your Board at what time? A. It was submitted to the stockholders and the Board in the spring of 1924.

Q. Where does it appear about the equipment of the West Jersey and Seashore Railroad Company? A. It appears on page 24.

Q. By whom is this report made? You say it is to the stockholders. By whom is the report made? Whose figures are these? A. Mr. Conty is the man responsible for getting up these reports.

Q. And it is submitted to the stockholders by whom? A. To the Board, and by the Board to the stockholders.

Q. You mean the Board of Directors? A. Yes, sir.

Q. And what in general does that report of equipment show, not the exact items that are in it—I don't mean that—but I mean, if you know, what is the general thing which that report of equipment is designed to show?

Mr. Mackey: I object to it as not the best evidence, and not the proper way to show the items of the accounting department, and upon the ground that Mr. Brown has not been shown to be qualified to stand back of the figures in this report, and on the ground it is not the original report, but a copy.

The Court: He couldn't refresh his recollection from a document that he didn't prepare.

Mr. Hartpence: I am not asking him to state the contents. I am asking if he can state what it is? That is all I want from this witness.

The Court: Objection sustained.

Q. Do you know, Mr. Brown, what this report of equipment represents, what it reflects? Do you know? A. Yes, sir.

Q. What does the report reflect—not the items of it, but just in general.

Mr. Mackey: I object.

The Court: Let us have a point blank question. I can't rule on something that I don't know what you are trying to elicit.

Q. Does that reflect, Mr. Brown, the cars and locomotives and other equipment which was owned by the West Jersey and Seashore Railroad Company during the year 1923? A. Yes, sir.

Mr. Hartpence: Now I offer the report in evidence.

Mr. Mackey: I object to it as incompetent, irrelevant and immaterial, not properly proven, not the best evidence of what equipment was owned by that company in the year 1923, not an original document but a copy, and not involved in the question at issue.

The Court: This does not seem to be an original paper.

Mr. Mackey: And it was not prepared by Mr. Brown, and he doesn't know anything about the details set forth in it, except what anybody who runs may read.

The Court: Sustain the objection.

Mr. Hartpence: Pray an exception.

Q. You also have a report for 1923 of the Pennsylvania Railroad Company? A. Yes, sir.

Ernest H. Brown, redirect.

By the Court:

Q. These reports are not signed in any way? A. No, sir.

Q. They are just printed copies? A. Yes, sir.

By Mr. Hartpence:

Q. Are they exact copies of the original reports? A. Yes, sir.

By the Court:

Q. Where is the original file? A. I haven't got it.

Q. With the company? A. Yes, sir.

Q. Filed in its files? A. Yes, sir.

By Mr. Hartpence:

Q. What period does this report of the Pennsylvania Railroad Company cover? A. For the year 1923.

Q. And submitted at what time and to whom? A. In the spring of 1924, to the Board of Directors of the Pennsylvania Railroad and to its stockholders.

Q. Does that also contain a table of the equipment of the Pennsylvania Railroad Company? A. Yes, sir.

Q. And does it in any way contain a statement of the companies or corporations which form the Pennsylvania Railroad System? A. Yes, sir.

Q. What page does the statement of equipment appear on? A. Page 60.

Q. Does that state and reflect the equipment owned by the Pennsylvania Railroad Company in the year 1923? A. Yes, sir.

Q. What page does the statement appear on which shows the respective corporations that form the System? A. Page 56.

Q. Are you familiar with the names of the railroads that do form the System? A. Yes, sir.

Q. Do you know the number of railroads, of your own knowledge? A. Not exactly; it is around one hundred.

Mr. Hartpence: I offer that report in evidence.

Mr. Mackey: Objected to as not properly proven, not the best evidence, only a copy of the report, not prepared by Mr. Brown, incompetent, irrelevant and immaterial.

By the Court:

Q. This is a printed copy of the original report that is on file with your company? A. This is an exact copy of the report that was submitted to the Board of Directors and Stockholders in this particular form.

Q. Yes, but there is an original report existing with your company, of which this is a copy? A. No, I will say there isn't.

Q. And that report was filed by the officer who made it, the original report? A. Yes.

Mr. Hartpence: I will limit my offer to the two pages, or the several pages, showing the statement of equipment and the statement of the railroads forming the System.

Mr. Mackey: Same objection. It is a self-serving declaration; it is not the original.

The Court: Sustain the objection.

Mr. Hartpence: I pray an exception. May I have those two books marked for identification?

The Court: Yes.

(Marked Exhibits D-37 and D-38 for Identification, of this date.)

Ernest H. Brown, recross.

Q. Do you know, Mr. Brown, whether or not the directors of the Pennsylvania Railroad Company and the directors of the West Jersey & Seashore Railroad Company were precisely the same in the year 1923? A. They were not.

Q. In your own case, do you know how your salary is apportioned, among the various corporations for whom you act? A. A certain portion of it is charged against the West Jersey and Seashore Railroad Company; just how much I do not know.

Q. And a certain portion of it is charged against who else? A. The other companies in the Pennsylvania Railroad System for which I perform services.

Recross examination by Mr. Mackey:

Q. Now, you say these officers of the West Jersey and Seashore Railroad Company that you named are elected by the Board of Directors? A. They are appointed by the Board.

Q. Well, anyhow, the majority of the Board of Directors has the power to name the ones that it wants? A. Yes, sir.

Q. Now, how are the Board of Directors elected? A. The Board of Directors are elected by the stockholders of the particular company.

Q. And in the West Jersey and Seashore Railroad Company the stockholders holding the majority of the stock are the ones that have the power to name the directors, are they not? A. I imagine that they have, yes.

Mr. Hartpence: I move to strike that out, what he imagines.

The Court: Do you know, without imagining?

The Witness: I can't speak for what the stockholders do, no. It is just the general custom.

Q. You are Secretary of the West Jersey and Seashore Railroad Company? A. Yes, sir.

Q. Assistant Secretary? A. Yes, sir.

Q. And as such you have custody of the by-laws? A. Yes, sir.

Q. Don't the by-laws tell you how the officers are elected—how the directors are elected? A. Yes, sir, they are elected by ballot, by vote of the stockholders.

Q. And isn't it a fact that the vote of the majority of the stockholders is what controls the determination? A. They are elected by majority vote, aren't they?

Mr. Hartpence: I object to that, because he may not know. If he does know I don't object.

The Court: Do you know from your own knowledge, from your own experience?

The Witness: I know that the majority vote rules in the election.

Q. And the Pennsylvania Railroad owns the majority of the stock of the West Jersey and Seashore? A. Yes, sir.

Mr. Hartpence: Now, if your Honor please, I offer in evidence the certificate of William L. Dill, Commissioner of Motor Vehicles, certifying to a true copy of the application of Thomas Ross, Milmay, New Jersey, for registration of an automobile, in October, 1923.

Mr. Mackey: Objected to as incompetent, irrelevant and immaterial.

The Court: Sustain the objection.

Mr. Hartpence: I pray an exception.

Mr. Hartpence: May I have this marked for identification?

The Court: Yes.

(Marked Exhibit D-39 for Identification.)

Mr. Hartpence: If your Honor please, I also offer in evidence a certificate of Commissioner Dill which I will submit to your Honor without characterization, and offer in evidence.

Mr. Mackey: I object to it on the same grounds.

The Court: Sustain the objection.

Mr. Hartpence: Pray an exception. I ask that that be marked for identification.

The Court: It may be marked for identification.

(Marked Exhibit D-40 for Identification.)

Mr. Hartpence: I also desire to offer in evidence the paper marked D-2 for Identification, the statement of Andrew Barnowsky.

Mr. Mackey: My objection to that is that Mr. Barnowsky has said it does not state the facts.

Mr. Hartpence: He also said he signed it. The ground of my offer, if your Honor please, is that it is some evidence of the correctness of its statements in view of the fact that he admitted that he signed it.

The Court: I think he admitted signing it and that he did make the statements.

Mr. Mackey: He said another man wrote

it out and that he told him substantially what was there.

The Court: This is admissible for that reason, that it seems to contradict what he said before, and he doesn't deny that what is recorded there was stated by him, and the rule that would ordinarily require the production of the person who wrote out the body of the document is not necessary. For that reason it will be received.

(Exhibit D-2 for Identification is received in evidence and marked Exhibit D-2 in evidence.

Mr. Hartpence: I also offer in evidence the statement of Anna Barnowsky, marked D-4, and D-5 for Identification.

Mr. Mackey: I object to that upon the ground that Mrs. Barnowsky said first that she didn't say that, and secondly, that she didn't sign it.

The Court: And there is no proof here that she did sign it, or that the statements recorded here were made by her.

Mr. Hartpence: In conjunction with that offer, if your Honor please, I also desire to offer Exhibit D-3 for Identification, which contains the signatures made by the witness Anna Barnowsky on the witness stand, and I submit that the jury are entitled to compare the signatures, and to consider these exhibits from the point of view of signed statements.

Mr. Mackey: I object to that, unless the first one can go in evidence. The signature is absolutely immaterial.

The Court: The signature is immaterial

unless the main document can go into evidence. Sustain the objection.

Mr. Hartpence: Pray an exception.

Mr. Hartpence: And I also desire to offer in evidence the statement of E. H. Ballard, which is D-6 for Identification, and which he admitted having signed. My purpose in offering these, if your Honor please, this line of exhibits, is that our contention is that the jury should be given the right to consider the statement which a man or woman, or both, signed and assented to, and who admit the signature on the paper, as to whether or not a person who has so signed a paper such as this Exhibit D-6 for Identification, and who assents to the correctness of it, can be permitted to come in on the witness stand thereafter and say that he didn't know what was in it or that he didn't say it, and yet not have the jury take that into consideration as a factor in the case. In other words, it goes outside the line of the rule which your Honor has stated.

Mr. Mackey: Objected to on the same grounds.

The Court: Sustain the objection.

Mr. Hartpence: I pray an exception.

Mr. Hartpence: Now I wish to offer in evidence, if your Honor please, particularly the portion of page 17 of the deposition of John Kupetz, taken March 9, 1926, which contains the stenographic reports of the questions which I submitted to him on the witness stand with regard to his position at the time of the accident. Of course, I haven't the stenographer here who took the deposi-

tion, but it is the deposition, however, taken by the other side—not used by them at this time—and from which I read when I asked the witness the questions. So far as its authenticity is concerned I don't think that could be questioned.

Mr. Mackey: I object to it on the ground that Mr. Kupetz was on the stand and cross examined, and he could have asked him about it. I intended to read it, but he subpoenaed Mr. Kupetz to come here.

The Court: Are the statements all on that one page?

Mr. Hartpence: Yes, sir, page 17.

Mr. Mackey: I withdraw the objection.

The Court: Let it be marked.

(Page 17 marked Exhibit D-41 of this date.)

DEFENDANT RESTS.

PLAINTIFF'S REBUTTAL.

EDWARD BALLARD, recalled in rebuttal.

By Mr. Mackey:

Q. Mr. Ballard, did you ever see this automobile that was owned by Mr. Thomas Ross, in which his people were riding at the time of the accident? A. Yes.

Q. Were you familiar with its construction? A. Yes.

Q. Can you tell us the kind of tail light it had? A. Just an ordinary tail light.

The Court: What color and what size?

Q. What kind of candlepower? What color glass? A. Two candlepower bulb, red glass, and

face in the back, and a white glass to throw a light over it likewise.

Q. And could you see that light from the side when it was lighted?

Mr. Hartpence: Objected to as calling for a conjecture on the part of this witness, whether it could be seen or not.

Q. Was there any glass on the side of that light?

Q. Metal on the side? A. Yes, metal.

Q. And just would show a red light and glass in the back? A. To the rear.

Cross examination by Mr. Hartpence:

Q. When did you last see that tail light on the car prior to the accident? A. Why, I saw it that day.

Q. Where? A. In the garage.

Q. Which garage? A. The company's garage.

Q. What company's garage? A. The company that was at Milmay.

Q. What? A. The company that was at Milmay.

Q. What company was that? A. Forbes & McAndrews.

Q. Where was that garage located? A. Just below the office.

Q. Whereabouts was it in the garage? A. I was in the garage.

Q. Where was the car? A. The car didn't come in the garage. It came to the garage.

Q. Came to the garage? A. Yes.

Q. Who was driving it? A. Mr. Ross.

Q. Thomas Ross? A. Yes, sir.

Q. How long was it there? A. He only come to get a fellow and went.

Q. What? A. He came to get a fellow that was there with me, and then went again.

Q. Went again? A. Yes.

Q. Who was in the car with him at that time? A. Nobody.

Q. What time of day was that? A. That was in the morning.

Q. Which way did he go when he left from there? A. He went towards home.

Q. What specific examination did you make of the tail light at that time? A. I just looked at it.

Q. You just looked at it? A. Yes.

Q. It wasn't lighted then? A. No, it wasn't lighted.

Q. Did you ever see it before that? A. Yes.

Q. Did you ever examine it? A. Yes.

Q. Take it apart? A. Yes.

Q. When did you do that? A. About two weeks before that.

Q. About two weeks before that? A. Yes, sir.

Q. How did you come to do that? A. I helped him with it.

Q. What was that? A. I helped him work on his car.

Q. Did you do other work besides that? A. Yes, we tightened the clutch and adjusted the brakes, and so forth.

Q. Went over the car generally? A. Yes, generally.

Q. How long had he had that car, do you know? A. Between two and three months.

Q. How long had he driven cars, do you know? A. No, I don't.

Q. Did you ever see him driving a car before he had that one? A. No.

Redirect examination by Mr. Mackey:

Q. Do you know whether he was a competent driver? A. Yes.

Edward Ballard, recross.

Mr. Hartpence: I object to the question as to whether or not he was a competent driver. I don't think the witness could express his conclusion.

The Court: It was a perfectly objectionable question, but it has been answered.

Mr. Hartpence: The answers come so quickly, your Honor.

Mr. Mackey: I will withdraw that question and answer.

The Court: Do you want to leave the question in and let him object to it?

Mr. Mackey: Yes.

The Court: I will sustain the objection.

Mr. Hartpence: Do you want to withdraw them both?

Mr. Mackey: Yes.

Recross examination by Mr. Hartpence:

Q. Did you ever see that tail light lighted at night as it went along the road? A. Not at night, no.

PLAINTIFF RESTS.

Mr. Hartpence: We move for a direction of verdict, if your Honor please, in favor of the defendant Pennsylvania Railroad Company, on the ground that no actionable negligence has been established in accordance with the allegations of the complaint against the defendant the Pennsylvania Railroad Company, and on the further ground that the evidence is conclusive in establishing the proposition that had decedent exercised the care that she should have for her own safety under the circumstances of this accident at this crossing that the accident could not have occurred and that the proximate cause of the death of Mrs. Ross was

not any negligence of these defendants, or either of them, but her own failure to exercise the care which the law exacts from a person approaching and about to pass over a railroad crossing, and particularly within the rule laid down by the United States Supreme Court in the case of Baltimore & Ohio Railroad Company *v.* Goodman, 48 Supreme Court Reports, 24, and adopted as a standard of conduct for persons approaching to and passing over railroad crossings by the Supreme Court of New Jersey in the case of Strikers *v.* Pennsylvania Railroad Company, in 6 New Jersey Advanced Reports, No. 9, March 3, 1928, at page 569.

And on the further ground that, even if responsibility for the accident is to be predicated to some one other than the decedent herself, to hold the Pennsylvania Railroad Company liable for what would be the act or tort of another corporation would be to deny to the Pennsylvania Railroad Company due process of law and equal protection of laws within the meaning of the 14th Amendment of the Constitution of the United States, because it would be simply the taking of the property of one corporation to pay for the obligation or debt of another.

And on the ground, in behalf of the defendant Calvin W. Steelman, that there is no sufficient evidence to go to the jury of the proximate cause of the death of Mrs. Ross being attributable to him within the rule of Railroad Company *v.* Goodman, which I just referred to, and that under that rule the proximate cause should be held to be the failure of the decedent to exercise the care that she should under the law. And I make that same point for the Pennsylvania Railroad Company.

And we move for direction of a verdict in favor of both defendants on those grounds.

The Court: Motion denied.

Mr. Hartpence: Do I understand your Honor denies the motion on all the grounds stated?

The Court: Yes.

Mr. Hartpence: I pray an exception to your Honor's ruling.

The Court: Yes, you may have an exception.

The Court: Mr. Hartpence, you offered in evidence here a moment ago, two statements, the 1923 statement of the Pennsylvania Railroad, and the 1923 statement of the West Jersey and Seashore Railroad. Now I understand counsel withdraws his objection to the marking of those as exhibits. I still think that it is not within the collateral evidence rule, but the witness swears that they are exact copies of the documents that were prepared by the Board and acted upon by the Board, and so I am going to withdraw my ruling in that respect and you may offer those in evidence. That is, I would suggest that you limit them to just the exact pages that you referred to.

Mr. Hartpence: I renew my offer, and will limit them to the exact pages. I offer page 24 of Exhibit D-38 for identification, being the 1923 report of the West Jersey and Seashore Railroad Company.

Admitted in evidence and marked D-38 in evidence.

Mr. Hartpence: I offer in evidence pages 60 and 61 of Exhibit D-37 for Identification, being the Pennsylvania Railroad Company's report of 1923, showing the statement of the equipment of that corporation.

Received in evidence and marked D-37 in evidence.

Thereupon an adjournment was taken till tomorrow morning, June 14, 1928, at ten o'clock A.M.

Jersey City, N. J., June 14, 1928, trial of the case resumed pursuant to adjournment.

Mr. Hartpence sums up to the jury.

Mr. Mackey sums up to the jury.

The Court thereupon charged the jury as follows:

The Court: Gentlemen of the Jury:

On the late afternoon of November 8, 1923, an automobile, presumably driven by Mr. Thomas Ross, Sr., in which were riding his wife, Christina Ross, and his two sons, Robert and Thomas Ross, Jr., came in collision with a locomotive propelling a train over what has been called Lombard Street, or Road, crossing, at Milmay, Atlantic County, in this State; and as a result of that collision Christina Ross lost her life, and this suit has been instituted by her administrator *ad prosequendum*,—that is, an administrator for the purposes of this suit—in an effort to recover damages which it is claimed resulted to the next of kin of Mrs. Ross by reason of her death.

Now it might not be amiss—and might be helpful—to say that prior to 1844 in this State where death resulted from the negligent act of another, there could be no recovery of any pecuniary loss that might have resulted from such death to the surviving spouse and next of kin of the deceased person. As the common law then aptly expressed it, the cause of action died with the injured person. But in that year I have mentioned the Legislature

in this State passed an Act generally referred to as the Death Act, by which, under certain circumstances, a right of action does survive to permit a recovery for any pecuniary loss that has resulted by the death of a deceased person through the negligence of another to the surviving spouse or next of kin of that deceased person. The first section of the act which I have referred to reads as follows:

> "That whenever the death of a person shall be caused by wrongful act, neglect or default, and the act of neglect or default is such that would, if death had not ensued, have entitled the party injured to maintain an action and recover damages in respect thereof, then and in every such case the person who or the corporation which would have been liable if death had not ensued, shall be liable to an action for damages notwithstanding the death of the person injured, and although the death shall have been caused under such circumstances as amount in law to felony."

You see that the Legislature has provided in cases where if the injured person had lived and could have brought suit and recovered damages for the injuries sustained, that the next of kin of the deceased person might bring a suit and recover for any pecuniary injury resulting from such death to the surviving husband or wife, if such be the fact, or to the next of kin.

Although the Legislature has allowed a recovery in certain cases for a death, it has also limited the recovery in such cases to the pecuniary injury which results from such death to those who would

naturally receive the pecuniary benefit from a continuation of the life of the person who has been killed.

Now keeping in mind that this action will not lie unless the deceased, had she lived, would have had the right of recovery against the defendants, or one of them, in the suit that you are now trying, it becomes necessary for you to determine whether the injuries which resulted in the death of Mrs. Ross were caused by the negligence of the defendant company or the engineer who operated the engine which struck the automobile in which Mrs. Ross was riding, because, gentlemen, if there was no negligence by these defendants, or either of them, which was the proximate cause of this accident and the death of Mrs. Ross, there could be no recovery by the plaintiff in this case; and the plaintiff, of course, has the duty of establishing negligence, and that such negligence, if established, was a proximate cause of the accident and the death of Mrs. Ross, and of establishing it by a fair preponderance of the evidence in this case. Now when we use the words "a fair preponderence of the evidence" the courts do not necessarily mean the greater number of witnesses produced on one side nor on the other, but we do mean the greater weight of the testimony. The reference, you see, gentlemen, is to the quality rather than the quantity of the proof. So throughout this case in the course of your deliberations in arriving at your verdict, whenever it becomes necessary for you to weigh the evidence it will be necessary for you to consider the conduct of the witnesses who have appeared here upon the stand before you, the manner in which they testified, the opportunities which each one of them had of observing and

remembering the circumstances which they attempt to relate on the witness stand, the interest or lack of interest which the witness whose testimony you may be considering may have had or has in this case and the outcome of it—all those things must be taken into account.

Now while the charge in this case is that these defendants or one of them was negligent, that does not leave open for you to consider all possible acts of negligence, because the plaintiff, in order to bring a cause of action against these defendants, was required to submit in writing the charges of negligence brought against the defendants, and the plaintiff is therefore confined to those charges of negligence. Now the complaint sets forth these charges within the scope of the following paragraphs:

> "That the aforesaid collision between the said locomotive operated by defendant Calvin W. Steelman as engineer, and the automobile in which plaintiff's intestate was riding, was due entirely to the carelessness and negligence of both defendants.
>
> "That the defendant Calvin W. Steelman at all times heretofore mentioned and in the performance of all the acts hereinbefore described, was acting as agent of and was in the employ of the defendant, Pennsylvania Railroad Company, the train of which company he was driving at said time.
>
> "That the negligence of the defendants was that they did not give the statutory signal of the approach of the said train, that they did not give plaintiff's intestate her last clear chance to escape and failed to

stop or slow up the train although the defendant saw the said intestate and had ample time and opportunity to avoid striking and killing her, if reasonable precaution had been exercised and that said crossing over which the aforesaid train passed was not maintained in a reasonably safe and proper manner so as to afford warning to approaching vehicles of the passing train."

Now those are the specific charges of negligence as against these defendants as set forth in the plaintiff's complaint. You see therefore, that there are three acts of negligence complained of: first, that the statutory signal of the approach of the train was not given; second, that the train was not stopped or slowed up although the engineer saw the deceased and had ample time and opportunity to avoid striking and killing her if reasonable precaution had been exercised; and third, that the crossing over which the train passed was not maintained in a reasonably safe and proper manner so as to afford warning to approaching vehicles of passing trains. While the charges of negligence may be classified under those three heads it does not follow, of course, that there has been proof adduced here to warrant you in finding negligence under any of these heads, or all of these heads. It is the duty of the plaintiff not merely to charge these things in the complaint but to establish them to your satisfaction by a fair preponderance of the evidence in this case, as I have already stated to you.

The mere fact, gentlemen, that an accident occurred at this grade crossing, standing alone, by itself would not be enough to entitle the plaintiff

to recover a verdict here against either of these defendants. This plaintiff must establish by a fair preponderance of the evidence that these defendants, or one of them, was negligent within the specifications of negligence that I have already read and explained to you, and that such negligence was the proximate cause of Christina Ross' death, before he can seek a judgment at your hands against these defendants or either of them.

Now I mentioned the fact that there was a grade crossing there, and that means nothing more than a road passes over the railroad at the same level. It was a place of danger for persons who had occasion to pass over such a crossing, and the Legislature of this State recognizing this fact directed what notice should be given at such a crossing of the approach of a train at the time around which the accident is alleged to have occurred. This duty is set forth in a section of the Railroad Act known as number 35, and it is there provided:

> "A bell of a weight not less than thirty pounds shall be placed on each engine and rung continuously in approaching a grade crossing of a highway, beginning at a distance of at least three hundred yards from the crossing and continuing until the engine has crossed such highway, or a steam whistle shall be attached to each engine and be sounded, except in cities, at least three hundred yards from the crossing, and at intervals until the engine shall have crossed the highway. Every railroad company shall cause a conspicious sign with such inscription and of such standard and design as shall be approved by the Board of Public Utility Commissioners of this State, its suc-

cessors, or other governmental body having charge and control of public utilities in this State, to be maintained at each highway crossing at grade of its railroad, so as to be easily seen by travelers, but such signs need not be maintained in any city, town, borough or village unless required by the municipal authorities, or by the Board of Public Utility Commissioners of this State, its successors, or other governmental body having charge and control of public utilities in this State."

That is all the notice that a railroad company is required to give the travelling public of the approach of its trains unless the company had by some act of its own made the crossing especially dangerous, or unless some other method of warning had been designed or required by some competent authority.

At this crossing there was no perceptible obstruction to the view of approaching trains to require anything further by way of warning than the statute required, and nothing was there that would require the railroad company to give any warning of the approach of the train other than the ringing of the bell or blowing of the whistle on the engine in the manner directed by the statute that I have just read to you. This was all the warning that the company was required to give of the approach of its train. Therefore, under this head it becomes necessary and important that you determine whether there was any failure on the part of the railroad company to warn the deceased of the approach of the train. The blowing of the whistle on the engine in the manner directed by the statute or the ringing of the bell on the engine of the character and in the manner directed by

the statute was all the notice required to be given. It was not necessary, you will note, to both sound the whistle and ring the bell on the engine. The statute does not say that. The statute requires that one or the other be sounded in the manner directed therein. And that was all the notice that this engineer had to give that his train was approaching this crossing.

Something has been said about gates and a flagman in the course of summation. Now neither of these defendants, gentlemen—and I want you to mark this carefully—was required to erect and maintain gates at the crossing, even if you should find that the Pennsylvania Railroad Company was in any control of the operations there, or any other device to warn the traveling public of the approach of trains or to employ a flagman to guard this crossing, except, of course, the sign that has been referred to in the statute.

The plaintiff has produced witnesses who have testified that no whistle was blown until, as I recall the testimony—and you will always be governed by your own recollection of the testimony if it differs from what I may say in the course of this charge—until the engine was just about to strike the automobile and that the engine bell was not ringing. On the other hand, the defendants have produced witnesses who say that the engine whistle was blown for the crossing, and they tell you, as I recall the testimony, that two long and two short blasts were given, and that they were given in the manner required. They do not use those words, but the words they do use would lead to the implication that the blowing of this whistle was in the manner required by this statute.

The engineer in charge of this train, for ex-

ample, said he blew the whistle, starting some distance away, as you will recall, and that he blew two long and two short blasts; and, also, he said, just before this accident when he saw this automobile loom up in front of his headlight at this crossing, that he gave two sharp blasts again on his whistle; and I think that the fireman on this engine said that he was ringing the bell for this crossing. If either one of these statutory signals was given in the manner directed by the statute, that is all the warning of the approach of this train that was required from the man in charge of the operation of the engine at that time.

With respect to the operation of the automobile, Mr. Ross was the operator of that machine, and of course in approaching the crossing he was required to look and listen to see whether any train was approaching, and to look and listen effectively. That was the duty of the operator of the car; but, gentlemen, I shall presently have something to say to you concerning the question of contributory negligence in this case as applicable to the situation of Mrs. Ross, and it will then become necessary for you to determine whether or not under the circumstances Mrs. Ross herself was guilty of contributory negligence. I might now say, in passing, that it appears that she was a passenger in this automobile driven by her husband. There is a well recognized rule of law, that, while certain duties are required from the operator of an automobile, if a person who is a passenger in the car and has no control over the operation of the car so as to control the driver, but is merely a passenger, that negligence on the part of the driver of the automobile cannot be chargeable to the passenger if the passenger is free from contributory

negligence under all the circumstances of the case, and I shall have occasion to advert to that again presently.

The plaintiff here contends that the situation at that crossing was that Mr. Ross stopped as he drew near the tracks and looked in both directions and there was no train visible; that he drove on the tracks and there his motor stalled; that he was there something like two minutes and while he was still on the tracks the train approached and struck the automobile. It was the duty of this engineer, gentlemen, to use reasonable and proper care and diligence, if he saw there was danger of a collision, to avoid it by stopping his train if in the exercise of reasonable care he ought to and could have stopped it. The test is not whether this engineer could possibly have stopped the train, but whether in the exercise of reasonable care he ought to have stopped it and could have stopped it in time to have avoided the accident.

The engineer has been produced as a witness, and I believe he said that he was running his train at the rate of from sixty to sixty-five miles an hour. You will remember and be governed by what your recollection tells you on that subject. That he was going in a northerly direction along this railroad and when he was some distance from the Lombard Street crossing he saw what apparently was and what turned out to be this automobile in which the Rosses were riding coming along the highway at some point. In other words, he saw what he called a red light, and he says he lost sight of it and did not see it again until he saw it on the tracks ahead of his engine. In the meantime he claims that he had blown his whistle for the crossing in the vicinity of this whistling post—

you will remember what distance that was from the crossing—and at the same time there has been some testimony offered here that the fireman began ringing the engine bell. I think the engineer said that he recalled that he did; anyway, the fireman said that at about that time he began ringing the bell. The engineer said that when the headlight on his engine came to bear on this crossing he saw the automobile on the tracks and then he blew two short blasts of the whistle and put on the brakes and attempted to stop the train, but the engine struck the automobile and the train stopped after it had gone a distance of some seven or eight hundred feet down the track. He says that the automobile was moving back, away from the crossing, or attempting to do so, at the time the train struck it.

But, gentlemen, if you find that the automobile was struck while stalled on the track, then you must decide from the evidence you have heard whether this engineer saw this automobile or should have seen it if he was using reasonable care, so that he could have brought his train to a stop before he struck it. If you find that he could not bring his train to a stop in time to avoid the accident, after he saw the automobile, by the use of reasonable care, then there can be no recovery under this phase of the case and under this allegation of negligence, because there was no negligence, in that even, on the part of the engineer. In determining this question you must take into consideration the length of time that the automobile was on this crossing, the speed of the train, the time of day and the condition of the weather and the degree of visibility, how far the train was from the crossing when the engineer saw this

stalled automobile, if he saw it, whether he could have seen it before that time under the conditions existing had he used reasonable care, and what steps he took when he saw the automobile to avoid the accident and within what distance this train could have been stopped going at the rate of speed at which it was then going.

If you find that there was no negligence on the part of the engineer under this charge of negligence, that is, with respect to the failure to stop the train, then there can be no recovery in this case. The plaintiff must establish the negligence of the engineer, for negligence is never presumed, gentlemen. There is a presumption against negligence.

If, however, you find that the accident was caused by the negligence of this engineer, then you have another question to decide, and that is, was Mrs. Ross guilty of what we term in the law contributory negligence, that is, was she herself negligent, and if so, did her negligence contribute to this accident? Now, that is raised as a defense here by the defendants, and of course the duty rests upon them of establishing it, or making it out, as we say, by a fair preponderance of all the evidence that has been produced here.

If you find that this automobile was stalled on the tracks and that Mrs. Ross remained in the car until it was struck by the engine, then you must consider whether she used the care and caution that a reasonably prudent person would have used if placed in the same situation and under the same circumstances in which she was placed.

Now, as I said a moment ago, there is a rule of law that a passenger in an automobile cannot be chargeable with the contributory negligence of

the driver, even if the driver is guilty of contributory negligence himself, unless the person had some control over the operation of the vehicle or unless the relation of master and servant or principal and agent then existed between that person and the operator of the car or unless they were engaged in a common venture. There is nothing in this case to show those relationships, and the mere fact that this woman was the wife of Mr. Ross, riding in his car, would not necessarily make him her agent with respect to the operation of the car so as to make her in control of operations. But that would not excuse her, of course, from the duty of exercising reasonable care even though she was a passenger in that car, because she herself was required to exercise reasonable care for her own safety under all the circumstances that were present there at the time of this accident.

Now, there has been little testimony adduced here as to just what this plaintiff's intestate actually did while she was in the car at that crossing. One of the plaintiff's witnesses has said, as I recall it, that the car was there about two minutes and that Mrs. Ross was in the seat with her husband. Well, now, gentlemen, where a person without fault on his part—and I am giving you now a general rule that is well recognized in this State—is placed in a position of imminent peril by another, the law will not hold the first party guilty of such negligence as to defeat his recovery if he does not select the very wisest course. An honest mistake of judgment in such an emergency will not of itself constitute contributory negligence although another course might have been better and safer. All that is required from a person in such an emergency is to act with ordinary care,

that is, reasonable care under the circumstances, it being for the jury to determine whether such an emergency existed and whether the person acted under that emergency with reasonable care.

It follows, therefore, that if you find that this Mrs. Ross did not use the care and caution for her own safety that a reasonably prudent person would have used, and that her own negligence contributed to her death, even though in the slightest degree,—if she was negligent, and if her negligence did contribute to the accident, there can be no recovery here by the plaintiff in this case against either of these two defendants, for contributory negligence prevents a recovery even if you find that the engineer was also negligent and that his negligence was a proximate cause of the accident. If you reach the conclusion, gentlemen, that the engineer was not negligent, or if you reach the conclusion that he was negligent and that his negligence was a proximate cause of this accident, but you further find Mrs. Ross was guilty of contributory negligence, then under such circumstances of course both defendants here would be entitled to a verdict against the plaintiff, a verdict of no cause of action.

But if you find that the engineer was negligent and that his negligence was a proximate cause of the accident, and that Mrs. Ross was herself free from contributory negligence, then and only then, gentlemen, will it be necessary for you to consider whether or not the Pennsylvania Railroad Company, the co-defendant here, is liable, for, unless this engineer was negligent and unless he is liable in this case, the Pennsylvania Railroad Company could not be liable. And so it follows that it is open for you to find in this case under

the evidence that has been adduced here whether or not this plaintiff can recover against one or against both of these defendants, whether there should be a recovery against the engineer alone, —for of course the West Jersey and Seashore Railroad Company, for which company I believe he said he was working, or at least by whom he was paid, has not been made a party to this suit— or whether the verdict should be against the engineer and the other defendant in this suit, the Pennsylvania Railroad Company, if the evidence establishes the liability of the Pennsylvania Railroad Company; but if the plaintiff has not established the liability of the Pennsylvania Railroad Company under rules that I am now about to give you, that company of course is entitled to a verdict in its favor even if you should find a verdict against the engineer. So it becomes important, therefore, to determine the rules that you have to apply in order to decide whether or not the Pennsylvania Railroad Company is liable in this case, remembering, as I have said, that it could never be held liable unless the engineer was also liable.

In speaking of the West Jersey and Seashore Railroad Company and of the Pennsylvania Railroad Company from here on I am going to refer to the abbreviations, "West Jersey," and "Pennsylvania."

This track at Milmay upon which the train was being operated on the day of the accident was not physically owned by the Pennsylvania, and, as I understand, it was not leased by the Pennsylvania, that is, so far as appears from the evidence, but was owned by the Atlantic Railroad Company, over the tracks of which company trains of the Philadelphia and Reading Company were oper-

ated. There was no duty, as far as it appears from the evidence, on the part of the Pennsylvania Railroad Company to repair the tracks, or to provide for the upkeep of the roadbed. There seems to be an absence of any testimony upon that. If the Pennsylvania Railroad Company was operating the train in question, its only responsibility to the travelling public at this crossing was the responsibility of a master for the negligent act of its servant. It appears that the word "Pennsylvania"—according to some of these witnesses, and you will remember who they were—appeared on the coach or the coaches of this train, and I believe that some of them said that the word "Pennsylvania" appeared on the tender attached to the locomotive. I think the engineer said that other letters appeared under the hood of the cab, "W. J. & S. S. R. R.," or letters to that effect—something other than the word "Pennsylvania." He said that at one time some lettering on the cab had been rubbed out and the word "Pennsylvania" substituted. You will remember what the testimony was on that subject and be governed accordingly. But this, gentlemen, is not sufficient to warrant you in finding against the Pennsylvania Railroad Company if it appears from the evidence that it was not operating this particular train, although you should consider all the evidence that has been produced upon that subject. The reason I mention this is because there has been laid down a well-defined rule in this State with respect to vehicles, that where the name of an individual or company appears upon the vehicle the presumption is that that vehicle is owned and operated by the person or the concern whose name appears thereon; there is a presumption of owner-

ship and operation, as we call it in the law. But this is only a presumption, gentlemen, and the person whose name appears upon the vehicle may show by legal proof that he was not the owner of the vehicle or that it was not being operated by a person who was at that time the agent of such person whose name appears on the vehicle, or that such person was not acting within the scope of his employment at that time. And if these facts that I have now mentioned are established by the proof there can be no liability, for the mere ownership of a vehicle does not make the owner liable for damages if the vehicle was not being operated by the owner's servant or agent at the time or in the owner's business, or in the scope of his employment. And so, gentlemen, that is the rule that you may apply in this case upon the question to which we are now alluding.

But if the locomotive and tender were the property of the Pennsylvania Railroad Company, that fact alone would not make the defendant liable for the negligence of the engineer of the train unless it also appears that the engineer, or the person in charge of that train, was the employee or servant, or acting under the control of the Pennsylvania Railroad Company at the time.

The engineer and some of the other members of the train crew have been produced here as witnesses, and they testified that they were employees of the West Jersey and Seashore Railroad Company, and that is a corporation of this State. They say that they were so employed at the time of this accident. Checks have been produced here by which these men were paid for their services, and they seem to be the checks of the West Jersey and not the checks of the Pennsylvania. If you are

satisfied that these men were servants or agents of the West Jersey and not employees of the Pennsylvania Railroad at the time of the accident, that is, if the person or persons in charge of the operation of that train at the time of the accident were not the employees of the Pennsylvania Railroad Company and that the train was not being operated by the Pennsylvania at that time, there can be no recovery against the defendant, the Pennsylvania Railroad Company, in this case.

The plaintiff further contends that even if the engineer in charge of this engine was paid by the West Jersey that still the Pennsylvania Railroad Company would be responsible for any negligence because it is charged that the West Jersey was a part of the Pennsylvania Railroad System, and operated by the Pennsylvania Railroad as a part of a single system dominated by the Pennsylvania Railroad, and that in such a situation the Pennsylvania Railroad Company would be liable for the negligent acts of the employees on the train, the persons in charge of that train.

Now, gentlemen, the plaintiff cannot rely upon the mere fact, if it is a fact, that the West Jersey is part of the Pennsylvania Railroad system. That alone would not make the Pennsylvania Railroad Company liable for any negligence of the West Jersey or its men operating the engine. To make the defendant company liable—that is, the Pennsylvania Railroad Company—under this theory of the case the plaintiff must go further and show by the evidence that the Pennsylvania actually controlled and operated the West Jersey and operated it as part of a single system. The burden of proving that the Pennsylvania operated the West Jersey as a single system rests with the plaintiff, and

if he has failed to establish this fact then there can be no recovery against the Pennsylvania Railroad Company.

The defendant denies that it operated the West Jersey, and contends that the West Jersey had its own operating system at the time of the accident and had its own officers, many of whom, however, as I recall the testimony, were also officers of the Pennsylvania Railroad Company, or perhaps they were all officers of the Pennsylvania Railroad. You will remember whether they were or not. But that fact alone, gentlemen, would not make the West Jersey a part of the Pennsylvania System operated by the Pensylvania Railroad. Nor would the fact that the Pennsylvania Railroad owned a majority of the West Jersey stock, standing alone, make it a part of a single system controlled and operated by the Pennsylvania Railroad. It has been held—and it must appear in this case—that where one railroad company actually controls another and operates both as a single system, the dominant company will be liable for injuries due to the negligence of the subsidiary company. The plaintiff must establish to your satisfaction that the West Jersey is a part of the Pennsylvania System, operated by the Pennsylvania Company as a single system, and if he has failed to do this there can be no recovery for any negligence on the part of the West Jersey employees.

Now all of those elements must have been made out. You cannot pick out just one of the elements. The mere fact that a name appeared on the tender of the locomotive, if it did, or that a majority of the capital stock of the West Jersey was owned by the Pennsylvania Railroad, or that the words "Pennsylvania System" may have appeared on the

terminal,—any one of those things alone would not be sufficient to establish the liability of the Pennsylvania Railroad Company. As I have already indicated by the rule I gave you, the plaintiff must prove by a fair preponderance of the evidence in this case that the Pennsylvania Railroad Company actually controlled the West Jersey and operated it as a part of a single system; and the question is whether the plaintiff has borne that burden of proof.

Considerable emotion has been put into this case,—and it is one where emotion might arise spontaneously—but the fact remains that you cannot decide this case by emotion; you cannot decide it by guesswork. You must decide this case upon the evidence that has been produced here before you and which you heard presented on the witness stand.

If you find that there was no negligence on the part of the engineer then both of these defendants are entitled to a verdict against the plaintiff, a verdict of no cause of action.

If you find that the engineer was guilty of negligence which was the proximate cause of this accident, but that Mrs. Ross was guilty of negligence upon her part which contributed in any degree to the happening of this accident resulting in her death, both of the defendants are entitled to a verdict of no cause of action.

If you find that the accident was caused by the negligence of the engineer and that Mrs. Ross was not guilty of contributory negligence, then you must find a verdict in favor of the plaintiff and against the engineer.

If you find that the engineer was not in the employ of the Pennsylvania Railroad Company at the

time of this accident, under the rules that I have already given you, or if you find that the engineer was an employee of the West Jersey, but that the West Jersey was not a part of the Pennsylvania System operated by the Pennsylvania Railroad Company, under the rule that I have already given you your verdict should be against the engineer and in favor of the Pennsylvania Railroad Company.

If you find that the accident was caused by the negligence of the engineer and that Mrs. Ross was not guilty of contributory negligence, and that the engineer was in the employ of the Pennsylvania or that the West Jersey was a part of the Pennsylvania System and was being operated at the time of the accident by the Pennsylvania Railroad as a part of a single system, then the plaintiff can recover against both defendants, and the damages that would be assessed would be assessed in the way that I will presently give you.

If you find, after weighing the evidence in this case, giving it the fair and impartial consideration to which it is entitled, that the plaintiff is entitled to a verdict against one or against both of these defendants, then it will become necessary—and of course only then—for you to admeasure the damages.

The statute to which I have already referred, and which is generally known as the Death Act, has laid down the measure which you should apply, in these words:

> "And in every such action"—meaning an action such as this—"a jury may give such damages as they may deem fair and just with reference to the pecuniary injury resulting from such death, to the wife, surviv-

ing husband and next of kin of such deceased person."

And of course this little boy Thomas, who was at the time of this accident about three years of age, as I recall it, would be a next of kin of his mother, whose life passed out in this accident.

Now in determining the amount of your verdict under this rule that I have given you, you must consider all of the circumstances and the conditions surrounding the deceased and her son. It appears—and I do not understand it is contradicted—that she had been a trained nurse but that she was not practising her profession at this time; that she was helping about the house of her husband. Now there has been some testimony given here that the average expectancy of life of a person thirty-one years of age—and I think that is the age it was stated that Mrs. Ross had attained at the time of her death—is 33.7 years. The expectancy of life of a child of three years of age is about 49.8 years. That does not mean, gentlemen, that these persons, if this accident had not occurred, would have lived that long. That was not the purpose of that testimony. It was merely to give you the observation of actuaries as to the possible life of the average individual; but you must take into account all of the possibilities of this case. Now this boy may die from disease shortly after we finish our deliberations. If this accident had not happened and the mother had not been killed in this accident she too might not have lived over a year or two longer. The conditions in life of the mother and the child might have changed. The child may have gone off from his mother after reaching a greater age and never received any pecuniary help from the mother at all;

he may have left this household. All of these things have got to be considered, gentlemen, in connection with your application of this measure of damages. You will note—and it is important that you should know—that the statute limits the recovery to pecuniary injury resulting from the death of the next of kin. There can be in this case no exemplary damages even if you should find that there should be a verdict for the plaintiff; there cannot be given anything by way of punishment. You are limited to the words of this statute, and that is compensation for pecuniary injury, and that means the deprivation of any reasonable expectation of pecuniary advantage which would have resulted from the continuation of the life of the deceased. It is a reasonable inference that the continuation of the mother's life would have resulted in a substantial pecuniary benefit to this boy. The statute does not require the plaintiff to show that the next of kin would probably have received from the deceased contributions of money or anything purchased with money. It looks to prospective advantage of a pecuniary nature which has been cut off by the premature death of the person from whom they would have naturally proceeded.

The word "pecuniary" was used in distinction to those injuries to the affection and sentiment which arise from the death of a relative, and, although most painful and grievous to be borne, cannot be compensated for or measured by money. It excludes also those losses which result from the deprivation of the society and companionship of a mother, which are equally incapable of being defined by any recognized measure of damages. The mother owed this child the duty of nurture,

and of instruction, intellectual, moral and physical training. You are to say from the evidence what the child's pecuniary injuries were, resulting from Mrs. Ross' death, but in considering the amount of your verdict you are not to consider the injury resulting from the loss of affection arising from the death of the mother or from the loss or the deprivation of the society and companionship of the mother. Neither are you to take into consideration the amount for which the plaintiff brought suit. Some mention has been made that the amount asked for in the complaint is $50,000. I dwell upon that just for a moment to say that that is no indication of what your verdict should be in this case at all. It is necessary in the pleadings that the plaintiff should allege damage, and usually they allege that high enough to take care of all possibilities and eventualities that may arise in the course of the trial; but the measure of damages is laid down here in the statute, and you cannot avoid the application of that measure if you find the plaintiff is entitled to a verdict, because to do so would be to violate the oath you have taken here as jurors. In other words, you are only to consider the loss of such things by Mrs. Ross' death that are of advantage to the next of kin in a pecuniary way.

During the course of the trial, gentlemen, motions were made by the attorney for the defendants here for direction of a verdict in favor of these defendants and against the plaintiff, and those motions were denied by the court. You are not to take from the denial of those motions the idea that the court thereby meant to indicate that the plaintiff should have a verdict against the defendants, or either of them, or on the other hand

that these defendants, or either of them, should have a verdict against the plaintiff. In denying those motions the court was merely passing upon the question that is sometimes presented in a case as to whether or not there is evidence of a conflicting nature which it is necessary for the court to submit to you as the arbiters of the facts to decide, and then to apply the rules of law which the court gives to you. That is the duty that the court has to perform. It is not to be confused with any duty that you are to perform; and you are not to take any indication from those rulings as to what the verdict in this case should be.

The case has taken a considerable length of time to try, gentlemen, but it is an important case; a great deal of evidence was necessary to be produced; and it has been carefully and accurately produced. If feeling has at times cropped out, that is not to be charged to either of the parties in the case. You are to decide the case squarely upon the evidence.

Now if you observe the oath you have taken to find the facts and then apply the rules of law that the court has given you to the facts as you find them, your verdict will be a right one no matter for which side it may be rendered; but let me caution you that if you find for both defendants and against the plaintiff your verdict should be that you find in favor of the defendants and against the plaintiff, a verdict of no cause of action. If you find in favor of the plaintiff and against one defendant, but you find in favor of the other defendant and against the plaintiff, then your verdict will be, "We find in favor of the plaintiff and against the defendant"—against whom you find a verdict, naming that defendant,

and expressing the amount in one lump sum, and at the same time you find in favor of the other defendant and against the plaintiff a verdict of no cause of action.

If you find that the plaintiff is entitled to a verdict against both of these defendants, I want to warn you to be careful as to how you express that verdict because you cannot split the amount that you find, if you do find for the plaintiff and against both defendants, between these defendants, because you can only find one lump sum; and if these defendants are both liable under the facts and the rules in this case, then you should express your verdict by saying that you find in favor of the plaintiff and against both defendants for so much money, stating that in one lump sum.

I have been requested to charge certain additional propositions by both parties in the case, which I refuse to charge except as I have already charged.

You may now retire.

(Thereupon the jury retired.)

Mr. Hartpence: If your Honor please, I desire to except, first, to your Honor submitting to the jury the determination of the issues between the parties, feeling that the points raised on motion to direct should have been decided as a matter of law by the Court; and particularly in submitting to the jury the determination of whether or not the Pennsylvania Railroad Company should be held liable at all in this suit; and to all of the charge respecting parts of the charge pertaining thereto.

The Court: You may have an exception.

Mr. Hartpence: On the question of the "last

clear chance," I desire to except your Honor's charge where your Honor charged the jury that they must decide whether the engineer saw, or could have seen by the exercise of reasonable care, the automobile in time to have stopped the train and prevented the accident, because we think there was no evidence to warrant the submitting of that to the jury.

And an exception to where your Honor charged that the statutory signals with regard to the whistle and bell under the statute would be sufficient to exculpate the defendants if guilty, unless the plaintiff showed affirmatively that the engineer could have prevented it, which was not done in this case. It leaves out the necessary element that the emergency which ordinarily gives rise to the application of the "last clear chance" rule was an emergency which was not created by the defendants in this case.

Exception to where your Honor charged in that respect that where a party is placed in a situation of perilous emergency by another, that that party is not held to exercise the best method of avoiding injury, in that that also fails to consider the element that in this particular case the sudden perilous emergency in which Mrs. Christina Ross was placed was created not by the defendant but by the driver of the car, and for that reason this rule does not apply. In other words, a third party cannot place an injured person in a position of sudden and perilous emergency and then that injured person be excused from exercising the best method to avoid injury as against the defendant, who did not put her in that position.

The Court: Of course, that depends upon whether or not the jury believes that the statutory

signals were given when this man was said to have stopped, looked or listened before he went upon the railroad, because he might not have gone thereon if he had been apprised of the approach of the train. However, you may have your exception.

Mr. Hartpence: Yes, or whether there was any evidence in the case to affirmatively show that the engineer might have seen the automobile and could have stopped before he did. That is on the question of the "last clear chance" rule. The "last clear chance" rule is not very definitely decided in this State, and instead of specifically pointing out the points charged by your Honor in submitting to the jury the determination of the liability of the Pennsylvania Railroad Company, I will ask that my previous exception in that respect to whatever was said in that respect be excepted to and covered by my present exception.

Exception to where your Honor charged the jury that it has been held and must be applied in this case that where one company actually controls and operates another company as a single system, the dominant company may be held liable for the act of the other company, and "If you find that Steelman was an employee of the West Jersey & Seashore and that the West Jersey & Seashore was operated and controlled by the Pennsylvania, then you can find against the Pennsylvania Railroad Company."

I desire that specific exception because I take it that that is in line with the case of Davis vs. Alexander, decided by the United States Supreme Court, and we feel that the present case is distinguishable from the Davis vs. Alexander case.

The Court: In other words, as I understand

this exception, you claim that this rule has no applicability in this case; in other words, that it is not a correct rule to hold a company which is the dominant company responsible for the acts of the subsidiary company?

Mr. Hartpence: As laid down in the Davis vs. Alexander case, because the facts and situations in the Davis vs. Alexander case and the present case are distinguishable.

The Court: The exception was not to the way the language was framed but to the rule itself?

Mr. Hartpence: Yes, your Honor.

And finally I desire to except to your Honor's refusal to charge the requests of the defendant as submitted where your Honor did not in substance charge them in your charge as requested. Two or three of them you did charge, but I desire the specific exception.

The Court: You may have an exception.

PLAINTIFF'S REQUESTS TO CHARGE.

1. If it is a fact that the West Jersey and Seashore Railroad Company was the owner of the train involved in the accident, but, nevertheless, at the time the train was being operated by the Pennsylvania Railroad as a part of a system in which it was the dominant company, and in which it actually controlled the West Jersey and Seashore Railroad Company, then the Pennsylvania will be liable for the negligent acts of the said West Jersey and Seashore Railroad while its train was being operated as a part of the Pennsylvania System.

2. Where one railroad actually controls another and operates both as a single system, the dominant

company will be liable for injuries or death due to the negligence of the subsidiary company.

3. In determining whether defendant Steelman was negligent the test for the jury to apply will be whether in the exercise of reasonable care he ought to have stopped the train and could have stopped it before the collision with the automobile in which Mrs. Ross was riding.

4. If the jury find that the death was caused partly from the negligence of defendants and partly from the negligence of the driver of the automobile, nevertheless, the plaintiff will be entitled to a verdict against defendants unless it is shown that some negligent act or omission on the part of Christina Ross contributed to the accident.

5. All that was required of Christina Ross in the emergency with which she was confronted when the automobile stalled (if the jury believe it did stall) was to act with ordinary care under the circumstances, and she will not be held to such a strict line of conduct in an emergency as if no such condition existed.

6. Christina Ross was only a passenger in the automobile that was struck and is not chargeable with any errors in the manner of driving unless some control on her part is shown.

7. The courts of this state have held that where mother and father are killed in the same accident there is a reasonable inference that the continuance of the mother's life would have resulted in substantial pecuniary benefit to the children. The statute does not require the plaintiff to show that the next of kin would probably have received from the deceased contributions of money or of things purchased with money.

8. The jury cannot render a verdict against the defendant Pennsylvania Railroad Company, unless they charge the defendant Steelman at the same time, because unless Steelman, who was operating the train is liable, the Railroad is not liable.

9. If the jury render a verdict against both defendants it must be in one amount against both —it cannot be in a separate amount against each.

DEFENDANT'S REQUESTS TO CHARGE.

1. As the automobile driven by Thomas Ross, Sr., and in which the decedent, Christina Ross, was riding, approached and attempted to go upon and cross over the railroad tracks at the Lombard Street Crossing, at Milmay, New Jersey, just prior to the collision with the train resulting in the death of both of those persons, it was the duty in law of both the driver of the car and of said Christina Ross to stop for the train and let it pass by, and not the duty of the train and those operating it to stop the train in order to let the automobile go upon and cross over the tracks, before the train passed by; and if the driver and the occupants of the automobile under such circumstances could not be sure otherwise whether the train was dangerously near, it was their duty in law to stop and look and listen effectively and even get out of the automobile in order to avoid being struck by the approaching train; and the failure of said driver or of said Christina Ross in the present case so to do would bar the plaintiff in this action from any right of recovery against the defendants or either of them for the death of said Christina Ross, because in either event the proximate cause of the death of said Christina Ross was the negligence of said driver or of said Christina Ross, and

not any negligence of the defendants or either of them as alleged in the complaint.

2. If the whistle on the locomotive which collided with the automobile of Thomas Ross, Sr., was blown, or the bell therein was rung, as it approached the Lombard Street crossing, commencing at a point at least 900 feet southerly from the crossing and continuing at intervals until the crossing was reached, then the defendants performed the full duty exacted of them by the statute and no recovery can be had by plaintiff against them or either of them in this action.

3. The fact that the defendant The Pennsylvania Railroad Company owned a majority of the capital stock of The West Jersey and Seashore Railroad at the time of the accident complained of on November 8th, 1923, will not render The Pennsylvania Railroad Company responsible in damages for any tort or actionable injury committed by The West Jersey and Seashore Railroad Company or its servants or employees, nor warrant or justify a finding against the defendant The Pennsylvania Railroad Company in this action.

4. The fact that The West Jersey and Seashore Railroad Company was a part of The Pennsylvania Railroad System at the time of the accident complained of on November 8th, 1923, will not render The Pennsylvania Railroad Company responsible in damages for any tort or actionable injury committed by The West Jersey and Seashore Railroad Company or its servants or employees, nor warrant or justify a finding against the defendant The Pennsylvania Railroad Company in this action.

5. There is no evidence in this case to warrant or justify a verdict for substantial damages under the provisions of the statute upon which this action is based.

6. In the event that a verdict be given or rendered in favor of the plaintiff in this case, it should be for nominal damages only.

7. The contributory negligence of the decedent, Christina Ross, no matter how slight, will bar any right of recovery by plaintiff against the defendant or either of them in this action.

8. The burden of proof is on the plaintiff to establish his cause of action as alleged in the complaint, and unless he has done this by the preponderance of the evidence, he is not entitled to a verdict in his favor in this action.

9. If you find that the proximate cause of the death of the intestate Christina Ross was the failure of the Atlantic City Railroad Company to erect gates, or provide a crossing watchman, or to provide other necessary protection for travelers, at the Lombard Street crossing, then that company would be responsible for the death of said intestate, and plaintiff cannot recover against the defendants or either of them in this action.

Opinion.

(Filed May 7, 1929.)

NEW JERSEY SUPREME COURT,

No. 15, October Term, 1928.

Daniel Ross, Administrator *ad pros.* of Christina Ross, deceased,

Plaintiff,

v.

The Pennsylvania Railroad Co., *et al.*,

Defendants.

Submitted October Term, 1928: decided May 7th, 1929.

On defendants' rule for new trial.

Before—Justices Black, Campbell and Case.

For the rule, Wall, Haight, Carey and Hartpence.

Contra, Richard J. Mackey, Joseph Walker Magrauth (of New York Bar) on the briefs.

Per Curiam:

The plaintiff has a verdict for $25,000 for damages for the death of Christina Ross, the mother of Thomas Ross, Jr., who at the time of the death of his mother was about four years of age. He is her sole next of kin.

The single ground urged under this rule is that the verdict is excessive.

Acceptance.

We think it is. If the plaintiff will consent to a reduction of the verdict to the sum of $15,000, it may stand for that amount otherwise the rule to show cause will be made absolute and a *venire de novo* issue as to the question of damages only.

Acceptance.

(Filed May 15, 1929.)

NEW JERSEY SUPREME COURT,

HUDSON CIRCUIT.

DANIEL ROSS, Administrator *ad pros.* of CHRISTINA ROSS, deceased,
Plaintiff,

against

THE PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN,
Defendants.

The plaintiff hereby consents to accept a reduction of the verdict in this action from the sum of Twenty-five Thousand Dollars ($25,000) to the sum of Fifteen Thousand Dollars ($15,000) pursuant to the permission granted in the PER CURIAM Opinion of this Court rendered on May 7th, 1929.

Dated, Jersey City, May 14, 1929.

RICHARD J. MACKEY,
Attorney of Plaintiff.

Judgment Final.

(Entered May 15, 1929.)

NEW JERSEY SUPREME COURT,

HUDSON CIRCUIT.

DANIEL ROSS, Administrator *ad pros.* of CHRISTINA ROSS, deceased,

Plaintiff,

against

THE PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN,

Defendants.

The Rule to Show Cause having been made in this action under date of June 19, 1928, requiring the plaintiff to show why the verdict rendered in his favor in the sum of $25,000 should not be set aside and a new trial granted upon the ground that the said verdict is excessive, and the said rule having been submitted to this Court at the October Term 1928, and a decision having been made by this Court on the 7th day of May, 1929, making the said rule absolute, unless the plaintiff consent to a reduction of the verdict to the sum of $15,000, and the plaintiff having duly filed in this Court a Consent to said reduction, it is, therefore, upon motion of Richard J. Mackey, attorney for Plaintiff,

ORDERED, that the said rule to show cause be and the same hereby is discharged and that judgment be entered in favor of the plaintiff for the

sum of $15,000, together with interest thereon from the 15th day of June, 1928, the day when judgment was originally entered, and the costs of this action.

Entered May 15, 1929.

On motion of

RICHARD J. MACKEY,
Attorney for Plaintiff.

Notice of Appeal.

(Filed May 21, 1929.)

NEW JERSEY SUPREME COURT.

DANIEL ROSS, as Administrator *ad prosequendum* of CHRISTINA ROSS, deceased,
Plaintiff-Respondent,

v.

THE PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN,
Defendants-Appellants.

Action at Law.

NOTICE OF APPEAL.

To Richard J. Mackey, Esquire, Attorney for Plaintiff.

TAKE NOTICE, that the defendants appeal to the New Jersey Court of Errors and Appeals from the whole of the judgment entered in this cause.

Dated May 17, 1929.

WALL, HAIGHT, CAREY & HARTPENCE,
Attorneys of Appellants.

Notice of Appeal.

(Indorsed):

State of New Jersey, }
Hudson County, } ss.:

JAMES LAIRD, JR., of full age, being duly sworn, on his oath says that on Friday, May 17th, 1929, at the hour of 2:55 P. M. Eastern Standard Time he served a true copy of the within Notice of Appeal on Richard J. Mackey, Attorney for Plaintiff, by leaving the same at his designated office address, No. 195 Arlington Avenue, Jersey City, N. J., with a person in charge thereof, and also a copy at his office, 1501 Broadway, New York City, with a person in charge thereof who endorsed its receipt hereon at 3:40 P. M. Eastern Standard Time.

JAMES LAIRD, JR.

Sworn to and subscribed before me, }
this 20th day of May, 1929. }

GROVER J. CAREY,
(L. S.) Notary Public
of New Jersey.

Copy received
Richard J. Mackey
Atty. for Plaintiff

May 17, 1929

Grounds of Appeal.

(Filed June 19, 1929.)

NEW JERSEY COURT OF ERRORS AND APPEALS.

DANIEL ROSS, as Administrator *ad prosequendum* of CHRISTINA ROSS, deceased,
Plaintiff-Respondent,

v.

THE PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN,
Defendants-Appellants.

Action at Law.

On Appeal from Supreme Court.

GROUNDS OF APPEAL.

The appellants state the following grounds of appeal:

1. The Court denied the motion to direct a verdict in favor of the defendants.

2. The Court submitted to the jury the determination of the issues between the parties.

3. The Court submitted to the jury for determination the question whether or not the defendant The Pennsylvania Railroad Company should be held liable in this suit.

The Court charged the jury as follows:

4. "* * * It becomes necessary for you to determine whether the injuries which resulted in the death of Mrs. Ross were caused by the negligence of the defendant company or the engineer who operated the engine which struck the automobile in which Mrs. Ross was riding. * * *"

5. "Therefore, under this head it becomes necessary and important that you determine whether there was any failure on the part of the railroad company to warn the deceased of the approach of the train."

6. "Now, neither of these defendants, gentlemen—and I want you to mark this carefully—was required to erect and maintain gates at the crossing, even if you should find that the Pennsylvania Railroad Company was in any control of the operations there, or any other device to warn the traveling public of the approach of trains or to employ a flagman to guard this crossing, except, of course, the sign that has been referred to in the statute."

7. "It will then become necessary for you to determine whether or not under the circumstances Mrs. Ross herself was guilty of contributory negligence."

8. "If, however, you find that the accident was caused by the negligence of this engineer, then you have another question to decide, and that is, was Mrs. Ross guilty of what we term in the law contributory negligence, that is, was she herself negligent, and if so, did her negligence contribute to this accident? * * *

"If you find that this automobile was stalled on the tracks and that Mrs. Ross remained in the car until it was struck by the engine, then you must consider whether she used the care and caution that a reasonably prudent person would have used if placed in the same situation and under the same circumstances in which she was placed."

9. "Now, there has been little testimony ad-

duced here as to just what this plaintiff's intestate actually did while she was in the car at that crossing. One of the plaintiff's witnesses has said, as I recall it, that the car was there about two minutes and that Mrs. Ross was in the seat with her husband. Well, now, gentlemen, where a person without fault on his part—and I am giving you now a general rule that is well recognized in this State—is placed in a position of imminent peril by another, the law will not hold the first party guilty of such negligence as to defeat his recovery if he does not select the very wisest course. An honest mistake of judgment in such an emergency will not of itself constitute contributory negligence although another course might have been better and safer. All that is required from a person in such an emergency is to act with ordinary care, that is, reasonable care under the circumstances, it being for the jury to determine whether such an emergency existed and whether the person acted under that emergency with reasonable care."

10. "If you reach the conclusion, gentlemen, that the engineer was not negligent, or if you reach the conclusion that he was negligent and that his negligence was a proximate cause of this accident, but you further find Mrs. Ross was guilty of contributory negligence, then under such circumstances of course both defendants here would be entitled to a verdict against the plaintiff, a verdict of no cause of action."

11. "But if you find that the engineer was negligent and that his negligence was a proximate cause of the accident, and that Mrs. Ross was herself free from contributory negligence, then and only then, gentlemen, will it be necessary for you to

consider whether or not the Pennsylvania Railroad Company, the co-defendant here, is liable, for, unless this engineer was negligent and unless he is liable in this case, the Pennsylvania Railroad Company could not be liable. And so it follows that it is open for you to find in this case under the evidence that has been adduced here whether or not this plaintiff can recover against one or against both of these defendants, whether there should be a recovery against the engineer alone,—for of course the West Jersey and Seashore Railroad Company, for which company I believe he said he was working, or at least by whom he was paid, has not been made a party to this suit,—or whether the verdict should be against the engineer and the other defendant in this suit, the Pennsylvania Railroad Company, if the evidence establishes the liability of the Pennsylvania Railroad Company; but if the plaintiff has not established the liability of the Pennsylvania Railroad Company under rules that I am now about to give you, that company of course is entitled to a verdict in its favor even if you should find a verdict against the engineer. So it becomes important, therefore, to determine the rules that you have to apply in order to decide whether or not the Pennsylvania Railroad Company is liable in this case, remembering as I have said, that it could never be held liable unless the engineer was also liable."

12. "* * * If the Pennsylvania Railroad Company was operating the train in question, its only responsibility to the travelling public at this crossing was the responsibility of a master for the negligent act of its servant. It appears that the word 'Pennsylvania'—according to some of these witnesses, and you will remember who they were

—appeared on the coach or the coaches of this train, and I believe that some of them said that the word 'Pennsylvania' appeared on the tender attached to the locomotive. I think the engineer said that other letters appeared under the hood of the cab, 'W. J. & S. S. R. R.,' or letters to that effect—something other than the word 'Pennsylvania.' He said that at one time some lettering on the cab had been rubbed out and the word 'Pennsylvania' substituted. You will remember what the testimony was on that subject and be governed accordingly. But this, gentlemen, is not sufficient to warrant you in finding against the Pennsylvania Railroad Company if it appears from the evidence that it was not operating this particular train, although you should consider all the evidence that has been produced upon that subject. The reason I mention this is because there has been laid down a well-defined rule in this State with respect to vehicles, that where the name of an individual or company appears upon the vehicle the presumption is that that vehicle is owned and operated by the person or the concern whose name appears thereon; there is a presumption of ownership and operation, as we call it in the law. But this is only a presumption, gentlemen, and the person whose name appears upon the vehicle may show by legal proot that he was not the owner of the vehicle or that it was not being operated by a person who was at that time the agent of such person whose name appears on the vehicle, or that such person was not acting within the scope of his employment at that time. And if these facts that I have now mentioned are established by the proof there can be no liability, for the mere ownership of a vehicle does not make the

owner liable for damages if the vehicle was not being operated by the owner's servant or agent at the time or in the owner's business, or in the scope of his employment. And so, gentlemen, that is the rule that you may apply in this case upon the question to which we are now alluding.

"But if the locomotive and tender were the property of the Pennsylvania Railroad Company, that fact alone would not make the defendant liable for the negligence of the engineer of the train unless it also appears that the engineer, or the person in charge of that train, was the employee or servant, or acting under the control of the Pennsylvania Railroad Company at the time.

"The engineer and some of the otner members of the train crew have been produced here as witnesses, and they testified that they were employees of the West Jersey and Seashore Railroad Company, and that is a corporation of this State. They say that they were so employed at the time of this accident. Checks have been produced here by which these men were paid for their services, and they seem to be the checks of the West Jersey and not the checks of the Pennsylvania. If you are satisfied that these men were servants or agents of the West Jersey and not employees of the Pennsylvania Railroad at the time of the accident, that is, if the person or persons in charge of the operation of that train at the time of the accident were not the employees of the Pennsylvania Railroad Company and that the train was not being operated by the Pennsylvania at that time, there can be no recovery against the defendant, the Pennsylvania Railroad Company, in this case.

"The plaintiff further contends that even if the engineer in charge of this engine was paid by the

West Jersey that still the Pennsylvania Railroad Company would be responsible for any negligence because it is charged that the West Jersey was a part of the Pennsylvania Railroad System, and operated by the Pennsylvania Railroad as a part of a single system dominated by the Pennsylvania Railroad, and that in such a situation the Pennsylvania Railroad Company would be liable for the negligent acts of the employees on the train, the persons in charge of that train.

"Now, gentlemen, the plaintiff cannot rely upon the mere fact, if it is a fact, that the West Jersey is part of the Pennsylvania Railroad System. That alone would not make the Pennsylvania Railroad Company liable for any negligence of the West Jersey or its men operating the engine. To make the defendant company liable—that is, the Pennsylvania Railroad Company—under this theory of the case the plaintiff must go further and show by the evidence that the Pennsylvania actually controlled and operated the West Jersey and operated it as part of a single system. The burden of proving that the Pennsylvania operated the West Jersey as a single system rests with the plaintiff, and if he has failed to establish this fact then there can be no recovery against the Pennsylvania Railroad Company.

"The defendant denies that it operated the West Jersey, and contends that the West Jersey had its own operating system at the time of the accident and had its own officers, many of whom, however, as I recall the testimony, were also officers of the Pennsylvania Railroad Company, or perhaps they were all officers of the Pennsylvania Railroad. You will remember whether they were or not. But that fact alone, gentlemen, would not make the

West Jersey a part of the Pennsylvania System operated by the Pennsylvania Railroad. Nor would the fact that the Pennsylvania Railroad owned a majority of the West Jersey stock, standing alone, make it a part of a single system controlled and operated by the Pennsylvania Railroad. It has been held—and it must appear in this case—that where one railroad company actually controls another and operates both as a single system, the dominant company will be liable for injuries due to the negligence of the subsidiary company. The plaintiff must establish to your satisfaction that the West Jersey is a part of the Pennsylvania System, operated by the Pennsylvania Company as a single system, and if he has failed to do this there can be no recovery for any negligence on the part of the West Jersey employees.

"Now, all of those elements must have been made out. You cannot pick out just one of the elements. The mere fact that a name appeared on the tender of the locomotive, if it did, or that a majority of the capital stock of the West Jersey was owned by the Pennsylvania Railroad, or that the words 'Pennsylvania System' may have appeared on the terminal,—any one of those things alone would not be sufficient to establish the liability of the Pennsylvania Railroad Company. As I have already indicated by the rule I gave you, the plaintiff must prove by a fair preponderance of the evidence in this case that the Pennsylvania Railroad Company actually controlled the West Jersey and operated it as a part of a single system; and the question is whether the plaintiff has borne that burden of proof."

13. "If you find that the accident was caused

New Jersey State Library

by the negligence of the engineer and that Mrs. Ross was not guilty of contributory negligence, and that the engineer was in the employ of the Pennsylvania or that the West Jersey was a part of the Pennsylvania System and was being operated at the time of the accident by the Pennsylvania Railroad as a part of a single system, then the plaintiff can recover against both defendants, and the damages that would be assessed would be assessed in the way that I will presently give you."

14. "If you find, after weighing the evidence in this case, giving it the fair and impartial consideration to which it is entitled, that the plaintiff is entitled to a verdict against one or against both of these defendants, then it will become necessary—and of course only then—for you to admeasure the damages."

15. "If you find that the plaintiff is entitled to a verdict against both of these defendants, I want to warn you to be careful as to how you express that verdict because you cannot split the amount that you find, if you do find for the plaintiff and against both defendants, between these defendants, because you can only find one lump sum; and if these defendants are both liable under the facts and the rules in this case, then you should express your verdict by saying that you find in favor of the plaintiff and against both defendants for so much money, stating that in one lump sum."

16. "Now, if you observe the oath you have taken to find the facts and then apply the rules of law that the court has given you to the facts as you find them, your verdict will be a right one no matter for which side it may be rendered; but let me caution you that if you find for both defend-

ants and against the plaintiff your verdict should be that you find in favor of the defendants and against the plaintiff, a verdict of no cause of action. If you find in favor of the plaintiff and against one defendant, but you find in favor of the other defendant and against the plaintiff, then your verdict will be 'We find in favor of the plaintiff and against the defendant'—against whom you find a verdict, naming that defendant, and expressing the amount in one lump sum, and at the same time you find in favor of the other defendant and against the plaintiff a verdict of no cause of action."

17. "It was the duty of this engineer, gentlemen, to use reasonable and proper care and diligence, if he saw there was danger of a collision, to avoid it by stopping his train if in the exercise of reasonable care he ought to and could have stopped it. The test is not whether this engineer could possibly have stopped the train, but whether in the exercise of reasonable care he ought to have stopped it and could have stopped it in time to have avoided the accident."

18. "But, gentlemen, if you find that the automobile was struck while stalled on the track, then you must decide from the evidence you have heard whether this engineer saw this automobile or should have seen it if he was using reasonable care, so that he could have brought his train to a stop before he struck it. * * * In determining this question you must take into consideration the length of time that the automobile was on the crossing, the speed of the train, the time of day and the condition of the weather and the degree of visibility, how far the train was from the crossing when the engineer saw this stalled automobile, if he saw it, whether he could have

seen it before that time under the conditions existing had he used reasonable care, and what steps he took when he saw the automobile to avoid the accident and within what distance this train could have been stopped going at the rate of speed at which it was then going."

19. "If you find that the accident was caused by the negligence of the engineer and that Mrs. Ross was not guilty of contributory negligence, then you must find a verdict in favor of the plaintiff and against the engineer."

20. "If you find that the engineer was not in the employ of the Pennsylvania Railroad Company at the time of this accident, under the rules that I have already given you, or if you find that the engineer was an employee of the West Jersey, but that the West Jersey was not a part of the Pennsylvania system operated by the Pennsylvania Railroad Company, under the rule that I have already given you your verdict should be against the engineer and in favor of the Pennsylvania Railroad Company."

The Court refused to charge the jury as follows:

21. "1. As the automobile driven by Thomas Ross, Sr., and in which the decedent, Christina Ross, was riding, approached and attempted to go upon and cross over the railroad tracks at the Lombard Street Crossing, at Milmay, New Jersey, just prior to the collision with the train resulting in the death of both of those persons, it was the duty in law of both the driver of the car and of said Christina Ross to stop for the train and let it pass by, and not the duty of the train and those operating it to stop the train in order to let the automobile go upon and cross over the tracks, before the train passed by; and if the driver and

the occupants of the automobile under such circumstances could not be sure otherwise whether the train was dangerously near, it was their duty in law to stop and look and listen effectively and even get out of the automobile in order to avoid being struck by the approaching train; and the failure of said driver or of said Christina Ross in the present case so to do would bar the plaintiff in this action from any right of recovery against the defendants or either of them for the death of said Christina Ross, because in either event the proximate cause of the death of said Christina Ross was the negligence of said driver or of said Christina Ross, and not any negligence of the defendants or either of them as alleged in the complaint."

22. "2. If the whistle on the locomotive which collided with the automobile of Thomas Ross, Sr., was blown, or the bell therein was rung, as it approached the Lombard Street crossing, commencing at a point at least 900 feet southerly from the crossing and continuing at intervals until the crossing was reached, then the defendants performed the full duty exacted of them by the statute and no recovery can be had by plaintiff against them or either of them in this action."

23. "3. The fact that the defendant The Pennsylvania Railroad Company owned a majority of the capital stock of The West Jersey and Seashore Railroad at the time of the accident complained of on November 8th, 1923, will not render The Pennsylvania Railroad Company responsible in damages for any tort or actionable injury committed by The West Jersey and Seashore Railroad Company or its servants or employees, nor warrant or justify a finding against the defendant The Pennsylvania Railroad Company in this action.

24. "4. The fact that The West Jersey and Seashore Railroad Company was a part of The Pennsylvania Railroad System at the time of the accident complained of on November 8th, 1923, will not render The Pennsylvania Railroad Company responsible in damages for any tort or actionable injury committed by The West Jersey and Seashore Railroad Company or its servants or employees, nor warrant or justify a finding against the defendant The Pennsylvania Railroad Company in this action."

25. "5. There is no evidence in this case to warrant or justify a verdict for substantial damages under the provisions of the statute upon which this action is based."

26. "6. In the event that a verdict be given or rendered in favor of the plaintiff in this case, it should be for nominal damages only."

27. "7. The contributory negligence of the decedent, Christina Ross, no matter how slight, will bar any right of recovery by plaintiff against the defendant or either of them in this action."

28. "8. The burden of proof is on the plaintiff to establish his cause of action as alleged in the complaint, and unless he has done this by the preponderance of the evidence, he is not entitled to a verdict in his favor in this action."

29. "9. If you find that the proximate cause of the death of the intestate Christina Ross was the failure of the Atlantic City Railroad Company to erect gates, or provide a crossing watchman, or to provide other necessary protection for travelers, at the Lombard Street crossing, then that company would be responsible for the death of said intes-

tate, and plaintiff cannot recover against the defendants or either of them in this action."

The following questions were admitted:

To the plaintiff, Daniel Ross:

30. "Q. What marks were on the lapel of this flagman that got off the train?"

"Q. Did he have anything on the lapel of his coat?"

"Q. What did he have?"

"Q. Did you observe the coaches of this train?"

"Q. What was on them?"

"Q. Did you observe the name on the tender and locomotive of the train."

To the witness George F. Salter:

31. "Q. And what is the normal expectancy of life of a male infant three years of age?"

To the witness Hildreth J. Wallace:

32. "Q. Do you know what insignia was on your uniform?"

"Q. What name was on the outside of the coaches?"

"Q. Facing the river, and there is also a name, isn't there, facing the trains as they come in?"

"Q. 'Pennsylvania Railroad,' isn't it?"

To the defendant Calvin W. Steelman:

33. "Q. How many coaches did you have on that train?"

"Q. Under the same conditions that existed and confronted you on November 8th, 1923, at the time this accident happened, within what space could you stop that train going at the rate of sixty or sixty-five miles an hour?"

"Q. Is it a fact, Mr. Steelman, that in the period of time it took your engine to go sixty-five miles an hour to cover this thousand yards, plus nine hundred feet, that the automobile traveled from where you saw it on the crossing, and also stopped on the crossing and began to back off,—is that the fact?"

"Q. Is it a fact then, that between the time when you covered the distance from where you were at the time you first saw Mr. Ross, fifteen hundred feet plus nine hundred feet, Mr. Ross not only covered the distance down that road, but got up on the crossing and backed off and you were going, while he got down to the crossing, got on the crossing and backed off,—you kept up your speed of sixty-five miles an hour?"

To the witness Ernest H. Brown:

34. "Q. Whose check pays your salary?"

The following questions were overruled:

To the plaintiff Daniel Ross:

35. "Q. What was his main debt?"

"Q. Do you know how long your brother had the car?"

The following documents were admitted in evidence:

36. The letter dated December 10, 1923, written by Dan'l Ross to Supt. P. R. R. Co. (Exhibit P-9, of June 12, 1928.) The letter dated December 20, 1923, written by A. P. Turnbull to Daniel Ross (Exhibit P-10, of June 12, 1928.) The envelope, inclosing the letter of December 20, 1923, and copy of letter of Daniel Ross to Claim Agent, Pennsylvania Railroad Company written thereon, (Exhibit P-11, of June 12, 1928.) The letter dated May 15,

1924, written by A. P. Turnbull to Daniel Ross, (Exhibit P-12 of June 12, 1928.) The Time Table showing train 2412 (Exhibit P-13, of June 12, 1928.)

The following documents were excluded from evidence:

37. Admission of Facts (Exhibit D-18 for Identification.)

Certificate of Commissioner of Motor Vehicles of New Jersey of application of Thomas Ross for registration of automobile. (Exhibit D-39 for Identification.)

Certificate of Commissioner of Motor Vehicles of New Jersey re driver's license. (Exhibit D-40 for Identification.)

Statement of the witness Anna Barnowsky and her signature. (Exhibits D-3, D-4, and D-5 for Identification.)

Statement of the witness E. H. Ballard. (Exhibit D-6 for Identification.)

38. The Trial Court refused to grant defendants' application for the jury to view the scene of the accident.

39. The record discloses no ground of liability against the defendant, The Pennsylvania Railroad Company, or to warrant the judgment rendered and entered against it; and to hold that defendant corporation liable for the alleged tort of the West Jersey and Seashore Railroad Company, which is a separate and distinct corporate entity, is to deny to said defendant The Pennsylvania Railroad Company due process of law and the equal protection of the laws, as vouchsafed by the Fourteenth Amendment to the Constitution of the United States.

40. The judgment of the Supreme Court from

which this appeal is taken is contrary to the law of the land, in that it takes the property of the defendant The Pennsylvania Railroad Company to pay the alleged debt, obligation, or liability of The West Jersey & Seashore Railroad Company, a separate and distinct corporate entity, for whose acts said defendant is in no wise responsible.

41. Said judgment is in divers other respects illegal, invalid and void, and should be reversed, set aside, and for nothing holden.

WALL, HAIGHT, CAREY & HARTPENCE,
Attorneys for Defendants-Appellants.

(Indorsed):

Copy received
June 19, 1929
Richard J. Mackey
Attorney of Pltf.

State of New Jersey, }
County of Hudson, } ss.:

JAMES RABBITT, being duly sworn, according to law on his oath says that on June 19, 1929, at about the hour of eleven o'clock A. M., Eastern Standard Time, he served a true copy of within Grounds of Appeal on Richard J. Mackey, attorney for plaintiff-respondent, by leaving the same at his designated office address No. 195 Arlington Avenue, Jersey City, N. J.

JAMES RABBITT.

Sworn to and subscribed before me }
this 19th day of June, A. D., 1929. }

GROVER J. CAREY,
(Seal) Notary Public,
of New Jersey.

Recognizance.

(Filed May 21, 1929.)

NEW JERSEY SUPREME COURT.

DANIEL ROSS, as Administrator *ad prosequendum* of CHRISTINA ROSS, deceased, *Plaintiff-Respondent,* *v.* THE PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN, *Defendants-Appellants.*	Action at Law. RECOGNIZANCE ON APPEAL.

State of New Jersey, }
County of Camden, } ss.:

BE IT REMEMBERED, that on this 21st, day of May, A. D. 1929, personally appeared before me, William S. Casselman, one of the Supreme Court Commissioners of the State of New Jersey, at Camden, in the County of Camden, in said State of New Jersey, The Pennsylvania Railroad Company, a corporation of the State of Pennsylvania, by John A. Hartpence, its attorney in fact, on its behalf, as principal, and Calvin W. Steelman, by said John A. Hartpence, his attorney in fact, as principal, and Fidelity & Deposit Company of Maryland, a corporation of the State of Maryland, by L. E. Exline, its attorney in fact, as surety, who jointly and severally did acknowledge said parties, respectively, to be indebted to Daniel Ross, as administrator *ad prosequendum* of Christina Ross, deceased, in the sum of thirty-one thousand ($31,000) dollars, lawful money of the United States, to be made of their respective goods and

chattels, lands and tenements and real estate, if default be made in the following conditions:

WHEREAS, said The Pennsylvania Railroad Company and Calvin W. Steelman are about to prosecute an appeal from said New Jersey Supreme Court to the New Jersey Court of Errors and Appeals, to review a judgment entered in said New Jersey Supreme Court on or about May 16, 1929, as of June 15, 1928, in favor of said Daniel Ross, as administrator *ad prosequendum* of Christina Ross, deceased, against said The Pennsylvania Railroad Company and Calvin W. Steelman, for fifteen thousand ($15,000) dollars damages, and one hundred and sixty-nine dollars and thirty-three cents ($169.33) costs of suit, besides costs on rule to show cause, as by the record thereof will appear;

NOW, THEREFORE, the condition of this obligation is such that if the said The Pennsylvania Railroad Company and/or Calvin W. Steelman shall prosecute said appeal with effect and answer all damages and costs in the former judgment and all costs and damages to be awarded for delay of execution, if they shall fail to make their plea good and said judgment shall be affirmed, then this recognizance to be void, otherwise to remain in full force and effect.

CALVIN W. STEELMAN,
By JOHN A. HARTPENCE,
his Attorney in fact.

THE PENNSYLVANIA RAILROAD COMPANY,
By JOHN A. HARTPENCE,
Its Attorney in Fact.

FIDELITY & DEPOSIT COMPANY OF MARYLAND,
By L. E. EXLINE,
Attorney in Fact.

(Seal)

Recognizance.

Taken and acknowledged this 21st day of May, A. D. 1929.

WM. S. CASSELMAN,
Supreme Court Commissioner.

WHEREAS, Daniel Ross, as Administrator *ad prosequendum* of Christina Ross, deceased, lately recovered in the New Jersey Supreme Court against The Pennsylvania Railroad Company and Calvin W. Steelman, judgment for fifteen thousand dollars damages, and one hundred and sixty-nine dollars and thirty-three cents costs of suit besides costs on rule to show cause, to be taxed; and whereas, The Pennsylvania Railroad Company and Calvin W. Steelman have taken an appeal from said judgment to the Court of Errors and Appeals of the State of New Jersey:

These are therefore to authorize Albert C. Wall, or John A. Hartpence, of Jersey City, New Jersey, to enter into and execute on our behalf, as attorney in fact, recognizance on appeal in the sum of thirty-one thousand dollars conditioned only that said The Pennsylvania Railroad Company and/or Calvin W. Steelman shall prosecute said appeal with effect, and also pay and satisfy, if said judgment be affirmed, all damages and costs in the said judgment and upon appeal, and all costs and damages to be awarded for delay of execution, as fully and completely as we ourselves might do, and for so doing this shall be their and each of their sufficient warrant.

IN WITNESS WHEREOF, said The Pennsylvania Railroad Company has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be here-

to affixed, and said Calvin W. Steelman has hereunto set his hand and seal, this 20th day of May, A. D., 1929.

CALVIN W. STEELMAN (L. S.)

Signed, sealed and delivered
in the presence of:
E. M. WOODWARD.

THE PENNSYLVANIA RAILROAD COMPANY
By: C. B. HEISERMAN,
Its Vice President.

Attest:

J. G. WATSON,
Assistant Secretary.

(Seal)

Recognizance.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(INCORPORATED FEBRUARY 1890)

HOME OFFICE [F D] BALTIMORE, MD.

Financial Statement, December 31, 1928

ASSETS

Real Estate	$2,340,000.00
Bonds and Stocks (Insurance Department valuations)	22,029,998.35
Mortgage Loans	139,924.11
Cash in Banks and Offices	1,617,184.55
Agents' Debit Balanços (Subsequent to Oct. 1, 1928)	2,421,542.52
Agents' Debit Balances (Prior to Oct. 1, 1928)	355,275.23
Reinsurance Salvage Due	58,487.88
Accounts Receivable	122,244.98
Total Assets	$29,084,657.62
Agents' Debit Balances (Prior to Oct. 1, 1928) Deducted according to rulings and regulations of various Insurance Departments	355,275.23
Total Assets (on basis of statement to Insurance Departments)	$28,729,382.39

LIABILITIES

Reserve for Unearned Premiums		$7,615,698.15
Reserve for Claims		6,350,483.59
Reserve for Taxes and Expenses		1,336,940.24
Reserve for Commissions		391,387.58
Reserves, Miscellaneous		270,949.33
Reserve for Advance Premiums and Return Premiums		143,459.14
Reinsurance Due Other Companies		712,532.96
Total Reserves		$16,821,450.99
Capital Stock, Paid Up	$5,000,000.00	
Surplus and Undivided Profits	$7,263,206.63	
Less Agents' Debit Balances (Prior to Oct. 1, 1928) Deducted according to Insurance Department Regulations. (See Above)	355,275.23	
Surplus and Undivided Profits (on basis of statement to Insurance Depts.)	6,907,931.40	
Surplus to Policy-holders		11,907,931.40
		$28,729,382.39

Recognizance.

I, ROLAND BENJAMIN, Treasurer of the Fidelity and Deposit Company of Maryland, do hereby certify that the above is a true statement of the Assets and Liabilities of said Company, as of December 31, 1928, taken from the books and records of said Company.

ROLAND BENJAMIN
Treasurer.

State of Maryland }
City of Baltimore } ss.:

Subscribed and sworn to, before me, a Notary Public of the State of Maryland in the City of Baltimore, this 22nd day of January A. D. 1929.

E. BAYLEY BATES
Notary Public.

[NOTARIAL SEAL]

THIS POWER OF ATTORNEY LIMITS THE ACT OF THOSE NAMED THEREIN TO THE BONDS AND UNDERTAKINGS SPECIFICALLY NAMED THEREIN, AND THEY HAVE NO AUTHORITY TO BIND THE COMPANY EXCEPT IN THE MANNER AND TO THE EXTENT THEREIN STATED.

(General-Ctf.)

POWER OF ATTORNEY

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

HOME OFFICE: BALTIMORE, MARYLAND

Recognizance.

KNOW ALL MEN BY THESE PRESENTS:

That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRED S. AXTELL its Vice-President, and E. B. BATES its Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

> "The President, or First Vice-President, or Second Vice-President, or any one of the Additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact, as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company, any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements, and policies, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Edward Hoopes, L. E. Exline, William H. Barrett, H. Mark Reeve and Gilmore L. Tilbrook, all of Philadelphia, Pennsylvania, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf, as surety, and as its act and deed, any and all bonds and undertakings.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly exe-

cuted and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Maryland, in their own proper persons.

This Power of Attorney revokes that of July 27th, 1927, in behalf of Edward Hoopes, *et al.*

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of June A. D., 1928.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By FRED S. AXTELL
Vice-President.

Attest:

(SEAL) E. B. BATES
(SIGNED) Assistant Secretary.

State of Maryland }
City of Baltimore } ss.:

On this 6th day of June A. D., 1928, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified came the above-named Vice-President and Assistant Secretary, of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith,

that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SEAL) WM. M. REINHARDT
(SIGNED) Notary Public.

CERTIFICATE

I, E. B. BATES, Assistant Secretary of the Fidelity and Deposit Company of Maryland, do hereby certify that the attached Power of Attorney dated June 6, 1928, in behalf of Edward Hoopes, *et al.*, Philadelphia, Pa., is a true and correct copy and that same is still in force.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the corporate seal of the said Company on May 11, 1929.

E. B. BATES,
(SEAL) Assistant Secretary.

(Indorsed):

The within Recognizance is hereby approved as to form and sufficiency.

May 21st, 1929.

WM. S. CASSELMAN,
Supreme Court Commissioner.

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Exhibit P-1 of June 11, 1928.

ATLANTIC COUNTY SURROGATE'S COURT.

STATE OF NEW JERSEY,
COUNTY OF ATLANTIC, } ss.:

I, ALBERT C. ABBOTT, Surrogate of the County of Atlantic, do certify that on the Thirtieth day of July, in the year of our Lord, one thousand nine hundred and twenty-five, administration ad prosequendum was granted by me to DANIEL ROSS, of the Village of Millmay, County of Atlantic and State of New Jersey, upon the Estate of Christina Ross, deceased, for the purpose of enabling him to prosecute an alleged claim of the next of kin of the said Christina Ross, deceased, against The Pennsylvania Railroad Company, C. W. Stillman, of Camden, N. J., and The Philadelphia and Reading Railway Company, who it is alleged, caused the death of the said Christina Ross, by their wrongful act, neglect or default.

WITNESS my hand and seal of office the Thirtieth day of July, in the year of our Lord, one thousand nine hundred and twenty-five.

(SEAL)

ALBERT C. ABBOTT,
Surrogate.

Exhibit P-2 of June 11, 1928.

(Photo. of Mrs. Christina Ross.)



P.-2- 6-11-28

B-3 6/11/28

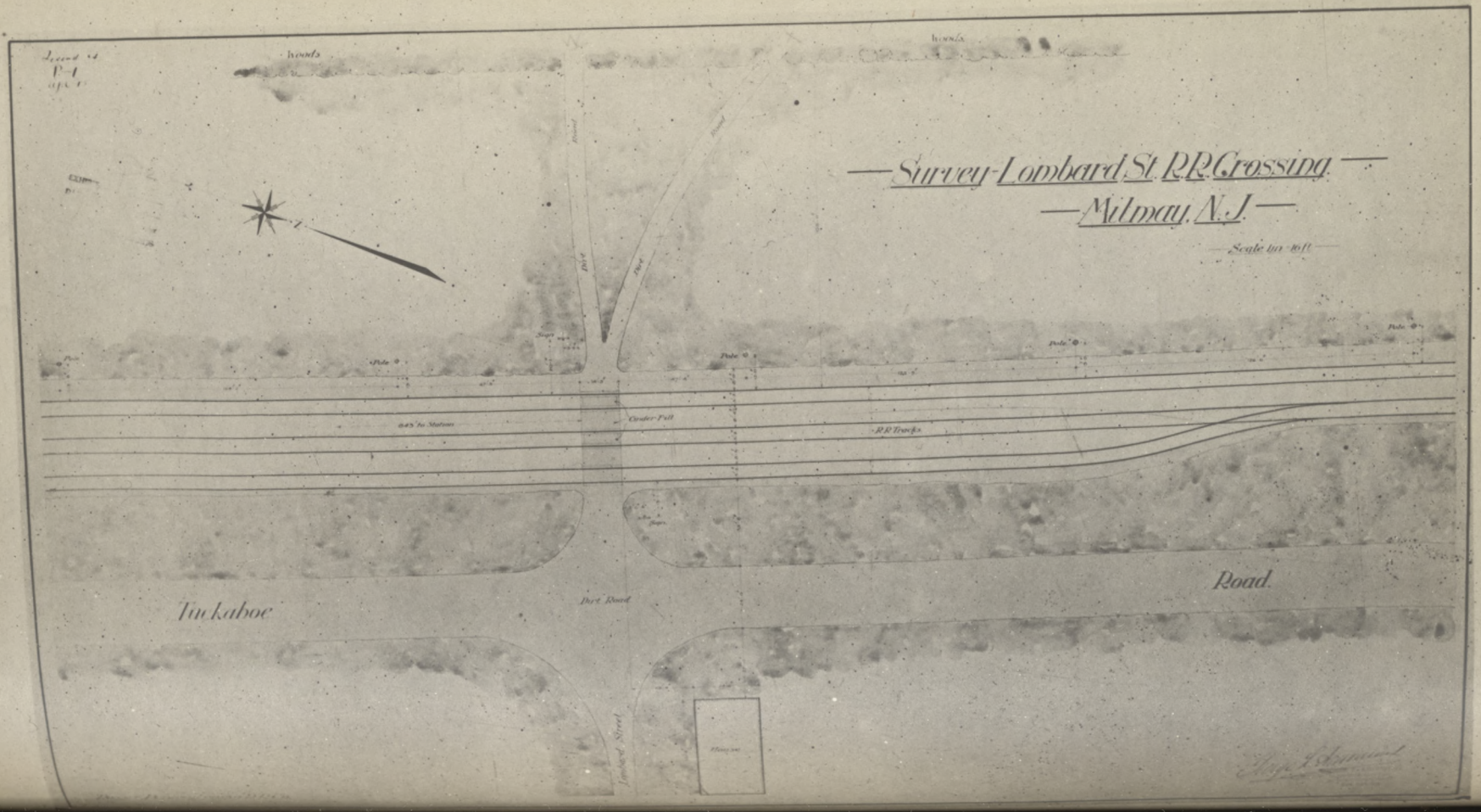
Survey-Lombard St. R.R. Crossing
Milmay, N.J.
Scale 1in = 10ft
Woods
Woods
Dirt Road
Dirt Road
Pole
Pole
Pole
Pole
Pole
Sign
Sign
Cinder Fill
R.R. Tracks
Tuckahoe
Road
Dirt Road
Lombard Street
Hoover

Exhibit P-3 of June 11, 1928.

(Amouroux Plan of Lombard Street Crossing.)

Exhibit P-4 of June 12, 1928.

(Photo. of Lombard Street Crossing.)


X
S
W
K
1297.



1299.

P.5 6/12/28

10

Exhibit P-5 of June 12, 1928.

(Photo. of Lombard Street Crossing.)

20

30

40

Exhibit P-6 of June 12, 1928.

(Photo. of Lombard Street Crossing.)


W
LOOK OUT
STOP LISTEN

P. 7 6/12/28


W
S
T
X
1296

Exhibit P-7 of June 12, 1928.

(Photo. of Lombard Street Crossing.)

10

Exhibit P-8 of June 12, 1928.

(Marriage Certificate.)

20

30

40

Marriage Certificate



THIS CERTIFIES

That on the Tenth day of June 1919.

The Rite of Holy Matrimony

WAS DULY SOLEMNIZED BY ME

(BETWEEN)

Thomas James Carswell Ross and Christina Mellish

of Vancouver | of Larkin

Province of B. C. | Province of B. C.

AND DOMINION OF CANADA.

Witness my hand this Tenth day of June 1919.

Rev. Lennox Fraser

Officiating Minister.

P-8 6/12/28

Exhibit P-9 of June 12, 1928.

Milmay, N. J., Dec. 17th, 1923.

Pennsylvania System
Office of
Dec. 20, 1922
District Claim Agent
Legal Dept.
Camden, N. J.

Supt. Penna. R. R. Co.
Camden, N. J.

Dear Sir:

I am enclosing herewith three bills of Wm. Parcells, Undertaker, Pleasantville, N. J., covering burial expenses of my brother, Thomas Ross, and his wife and child, killed at Milmay, N. J., on November 8th, 1923, by train #2412.

Of the family of four, three were killed, and one, Thomas, Jr. age 4 yrs. was so severely injured that he is still in the Vineland N. J. Hospital.

Your investigator stated that your Company would meet all tnese expenses, and as the care of the child will devolve upon me, I would be pleased to hear what your Company intends toward the welfare of the child.

Very truly yours,

Dan'l Ross,
Box 27,
Milmay, N. J.

Ex P20 EV
Apr. 15

Exhibit P-11

Exhibit P-10 of June 12, 1928.

COPY

L. D. 32
PENNSYLVANIA SYSTEM
Bureau of Claims, Legal Department

A. P. Turnbull,
District Claim Agent
Camden, N. J. (Front and Federal Streets)

December 20, 1923.

Mr. Daniel Ross,
Box 27, Milmay, N. J.

Dear Sir:

Referring to your letter of the 17th inst., did your brother leave any estate, life insurance, lodge benefits or any property or money of any kind? Also did he leave a will and if so, to whom did he leave any property that he might have had? What is your thought as to what we should do for the welfare of the child?

Yours very truly,

A. P. TURNBULL,
District Claim Agent.

Exhibit P-11 of June 12, 1928.

COPY ENVELOPE

PENNSYLVANIA RAILROAD SYSTEM

(Postmark)
Camden
2 Dec. 20
1923
7:30 P.M.
N. J.

Mr. Daniel Ross
Box 27, Milmay, N. J.

(On Back of Envelope)

With reference to Thos. Ross Jr., orphan of Mr. and Mrs. Thos. Ross, The father was insured for $500., had no real estate, or any personal property worth mentioning, connected with no lodge, and the insurance will not cover his debts. The child is absolutely penniless, and altho I have a large family and have to work hard for my living, still I cannot leave the child to be thrown on the world. As to what I think you should do for the child I would prefere to leave that to you, asking that you consider at least a high school education would be necessary when the child is of proper age.

Exhibit P-12 of June 12, 1928.

COPY

L. D. 32

PENNSYLVANIA SYSTEM

Bureau of Claims, Legal Department

A. P. Turnbull,
District Claim Agent
Camden, N. J., (Front and Federal Streets)

May 15, 1924.

Mr. Daniel Ross,
Milmay, N. J.

Dear Sir:

I have been trying to get to Dorothy to see you but now I find that I cannot do so before the last week in May.

Yours truly,

A. P. TURNBULL,
District Claim Agent.

New Jersey State Library

General Information

Not Responsible. This Railroad is not responsible for errors in time tables, inconvenience or damage resulting from delayed trains or failure to make connections; schedules herein are subject to change without notice.

Buy Tickets before boarding trains and avoid payment of extra charge.

Children under 5 years of age, free, when accompanied by parent or guardian. If sole occupant of a sleeping car berth or parlor car seat, one half railroad fare in addition to Pullman charge. Five years of age and under 12, one half railroad fare. Twelve years of age, or over, full railroad fare. Children occupying sleeping or parlor car space, regular Pullman fares.

Adjustment of Fares. In cases of dispute with Conductors or Agents, pay the fare required, take receipt and communicate with General Passenger Agent, Broad Street Station, Philadelphia.

Baggage Maximums. No single piece of baggage exceeding **250** pounds in weight, or 72 inches in greatest dimension, or single shipment exceeding **$2,500.00** in value, will be checked. Free allowances subject to tariff stipulations as to contents, weight, value and size.

Passengers have the privilege of declaring excess value on baggage at time of checking, at a charge of 10 cents for each additional $100.00 or fraction thereof. Limit of insurance for one passenger $2,500.00.

The time from 12.01 A. M. to 12 o'clock, noon, inclusive, is indicated by light-face type; **from 12.01 P. M. to 12 o'clock, midnight, inclusive, by heavy-face type.**

If necessary trains will wait five minutes at junction points in the State of New Jersey for advertised connecting trains shown herein.

Baggage Transfers.

New York, Brooklyn, Newark, N. J., The New York Transfer Co.; Philadelphia, Baltimore, Washington, Atlantic City, Reading, The Union Transfer Co.; Trenton, N. J., Petry Express Co.; Wilmington, Del., Wilmington Transfer Co.; Pittsburgh, The Excelsior Express Co.

$1.50 Sunday Excursions

TO THE

SEASHORE

Atlantic City, Wildwood

Ocean City, Cape May, Anglesea

Sea Isle City, Corson's Inlet, Avalon

Peermont, Stone Harbor and other

SOUTHERN NEW JERSEY SEASHORE RESORTS

For time of Seashore Excursion Trains refer to schedules of Excursion Trains shown in this time table

EXCURSIONISTS TO THE SEASHORE

SHOULD USE THE

PENNSYLVANIA

RAILROAD SYSTEM

Schedule in effect 3.00 A. M., September 30, 1923

Eastern Standard Time

Pennsylvania

Railroad System

The Standard Railroad of the World

Time Table

Philadelphia
Atlantic City
Wildwood
Ocean City
Cape May
Sea Isle City
and Branches

DAVID N. BELL
Passenger Traffic Manager

C. S. KRICK
General Manager

J. L. EYSMANS
Traffic Manager

Broad Street Station, Philadelphia

Form 3. 2000. 2d ed. ALLEN, LANE & SCOTT, PHILADELPHIA. Printed in U.S.A.

Philadelphia to Atlantic City

(Steam Line via Haddonfield)

WEEK-DAYS

Dist.	For electric service to Atlantic City, see pages 6 to 10, inclusive.	2071	1171	1173	1881	1007	1973	1977	1193	2075	1177	1975	1009	1877	1181	1013	1183	1197	1185	1023	1835	1839
								Note 1	Note 1	Note 1	Note 1	Note 1			Note 1			Note 1	Note 1	Note 1	Note 1	Note 1
		A M	A M	A M	A M	A M	A M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M
		X	X	X	X	X	X	X		X		X	X	X		X	X			X		
	Leave					9.45							1.40			4.14				4.55		
	Phila.,Pa.(BroadSt.Sta.)					c 9.50							c 1.45			c 4.19				c 5.00		
	West Philadelphia, Pa....					c10.01							c 1.53			c 4.29				c 5.10		
	North Philadelphia, Pa...					...							...			a 4.34				c 5.15		
	Frankford Junction, Pa..																					
.0	**Phila.,Pa.**(Mkt.St.Whf.)	7.04	7.32	9.00	9.04	...	10.30	12z15	12k40	12k45	1k00	1k05		3.10	4.00	...	4.28	4z43	5z00		5z12	6z10
	Camden, N. J.	7.12	7.40	9.08	9.12	...	10.38	12z23	12k48	12k53	1k08	1k13		3.18	4.07	...	4.36	4z56	5z07		6z20	6z30
	Broadway, N. J.	c 7.15	c 7.43	...	c 9.15	...	c10.41	...	...	...	...	...		c 3.21	...	...	c 4.39	...	...		...	...
3.2	Liberty Park, N. J.	f 7.19	f 7.47	...	f 9.19	...	f10.46	f12z29	...	f 1k00	...	...		f 3.25	...	...	...	...	...		...	...
5.4	Collingswood, N. J.	7.25	7.52	..	9.23		10.50	12z33	...	1k05	..	1k23	...	3.30	...	...	4.46					
6.1	Cuthbert, N. J.	f 7.26	...	..	f 9.24		f10.51	...	...	f 1k06	..	...	...	f 3.32	...	...	...					
6.7	Westmont, N. J.	f 7.28	7.54	...	f 9.26		f10.53	f12z35	...	f 1k08	..	...	...	f 3.34	...	...	...					
7.3	West Haddonfield, N.J....	f 7.30	...	...	f 9.28	...	f10.54	12z37	...	1k10	...	...	...	3.37	...	...	4.50					
7.8	Haddonfield, N. J.	7.33	8.00	...	9.30	...	10.57	12z40	...	1k13	...	1k29	...	3.40	...	...	4.52					
9.9	Woodcrest, N. J.		f 8.03	...	f 9.33	...	f11.00	f12z43	...		...	f1k32	...	f 3.43	...	...	...					
10.8	Ashland, N. J.		8.06	...	9.36	...	11.04	12z46	...		...	1k37	...	3.47	...	...	4.57					
11.5	Osage, N. J.		f 8.08	...	f 9.37	...	f11.05	f12z47	...		...	f1k39	...	f 3.48	...	...	...					
12.5	Kirkwood, N. J.		8.10	...	9.39	...	11.08	12z50	...		...	1k42	...	3.52	...	...	5.01					
13.6	Lindenwold, N. J.		8.13	...	f 9.42	...	f11.11	12z53	....		...	1k45	...	f 3.55	...	...	5.04					
14.8	Lucaston, N. J.		8.16	...	.45	...	11.14	12z56	...			1k49		3.59	...	...	5.12					
16.2	West Berlin, N. J.		8.19	...	9.48	...	11.18	1z00	...			1k53		4.03	...	...	5.16					
17.0	Reed Crossing, N. J.		f 8.21	...	f 9.50	...	f11.20	1z02	...			f1k55		f 4.05	...	...	...					
17.6	Berlin, N. J.		8.24	...	9.53	...	11.22	1z04	...			1k58		4.08	...	...	5.31					
18.6	Bishops Bridge, N. J.		f 8.26	...	f 9.56	...	f11.24	1z06	...			f2k01		f 4.10	...	...	f 5.34					
20.1	Atco, N. J.		8.30	...	10.00	...	11.28	1z10	...			2k05		4.15	...	...	5.41					
21.7	Dunbarton, N. J.		f 8.33	...			f11.30	f 1z12				f2k08					f 5.45					
22.3	Fisher, N. J.		f 8.35	...			f11.31	f 1z13				f2k10					f 5.47					
23.1	Chesilhurst, N. J.		f 8.37	...			f11.33	f 1z15				f2k12					f 5.49					
23.8	Waterford, N. J.		8.40	...			11.37	1z19				2k16					5.53					
25.4	Spring Garden, N. J.		...	...			...	...				...					...					
25.8	Ancora, N. J.		8.44	...			11.41	1z22				2k27					5.57					
28.2	Winslow Junction, N. J.		8.49	...			11.46	1z27				2k33					6.02					
29.3	Murphy, N. J.		f 8.51	...			f11.48	f 1z29				f2k35					f 6.04					
30.2	Bellhurst, N. J.		f 8.52	...			f11.50	f 1z31				...					...					
30.9	Caldwell Crossing, N. J.		...	...			f11.52	1z33				...					...					
31.3	Hammonton, N. J.		8.58	9.43			11.55	1z35			1k42	2k40					6.10					
33.4	Da Costa, N. J.		f 9.01	...													f 6.13					
34.3	East Hammonton, N. J.		f 9.03	...													f 6.15					
35.1	Amatol Junction, N. J.		f 9.04	...													f 6.16					
35.9	Magnolia, N. J.		f 9.06	...													f 6.18					
37.5	Elwood, N. J.		9.10	...													6.23					
42.4	Egg Harbor, N. J.		9.20	9.56							1k54						6.32	5z37				
45.1	Germania, N. J.		f 9.24	...													f 6.36					
47.6	Pomona, N. J.		9.29	...													6.42					
50.2	Doughty, N. J.		f 9.33	...													f 6.46					
53.1	Absecon, N. J.		9.38	10.08		b10.59			b 1k37							p 3.27	6.52					
58.3	Drawbridge, N. J.		f 9.47	...		...			...							...	f 7.01					
	Atlantic City (Chelsea Station)																	5z59				
59.7	Atlantic City (So. Carolina Ave.) Arrive	A M	9.50 A M	10.20 A M	A M	11.10 A M	A M	P M	P M	P M	2k15 P M	P M	3.00 P M	P M	5.05 P M	5.39 P M	7.04 P M	P M	6z05 P M	6.20 P M	P M	P M

Runs Saturdays only. — Runs Saturdays only. — Runs Saturdays only. — Runs Saturdays only. — Parlor Car. — Parlor Car. — Will not run Nov. 29, Dec. 25, 1923, or Jan. 1, 1924. — Runs week-days except Saturdays. — Will not run Nov. 29, Dec. 25, 1923, or Jan. 1, 1924. — Parlor Car. — Runs week-days except Saturdays. — Runs week-days except Saturdays.

Runs week-days except Saturdays.

Note 1.—See note in column giving day or dates this train will run.

a Stops only on signal or notice to Agent to receive passenger.

b Stops only on notice to Conductor to discharge passengers.

c Stops only to receive passengers.

f Stops only on signal or notice to Agent or Conductor to receive passengers.

k Saturday only.

p Stops only on signal to discharge passengers Fridays only.

z Week-days except Saturday.

X Baggage service.

O. T. Boyd, *General Passenger Agent,*
Broad Street Station, Philadelphia, Pa.

A. E. Buchanan, *Division Passenger Agent,*
1535 Chestnut Street, Philadelphia, Pa.
Telephone, Bell, Spruce 4000.

Jas. S. Murphy, *Division Passenger Agent,*
1303 Pacific Avenue,
Atlantic City, N. J. Telephone, Marine

Philadelphia to Atlantic City

(Steam Line via Haddonfield)

For electric service to Atlantic City, see pages 6 to 10, inclusive.

WEEK-DAYS

Leave	1187	1981 Note 1	1983	1017	1987	1989	1021	1985
	P M	P M	P M	P M	P M	P M	P M	P M
				X			X	X
				7.20			11.25	
				c 7.25			c11.30	
				c 7.33			c11.38	
				...			...	
Philadelphia, Pa. (Market St. Wharf)	5.48	5.48	6.28		7.30	9.30		11.40
Camden, N. J.	5.55	5.58	6.36		7.38	9.38		11.48
Broadway, N. J.	...	...	c 6.39		c 7.41	c 9.41		c11.51
City Park, N. J.	...	...	f 6.43		f 7.45	f 9.45		f11.55
Collingswood, N. J.	...	6.08	6.48		7.50	9.50		11.58
Gibbert, N. J.	...	f 6.10	f 6.50		f 7.52	f 9.52		f11.59
Westmont, N. J.	...	6.13	6.53		f 7.54	f 9.54		f12.01
Haddonfield, N. J.	...	6.16	f 6.55		7.56	9.56		12.03
Brookfield, N. J.	...	6.19	6.58		7.58	9.58		12.06
Merchantville, N. J.	...	6.23	f 7.02		f 8.01	f10.01		f12.09
Pennsauken, N. J.	...	6.27	7.05		8.05	10.05		12.12
Delair, N. J.	...	6.29	f 7.07		f 8.06	f10.06		f12.14
Pennsgrove, N. J.	...	6.33	7.10		8.10	10.10		12.17
Pennsauken, N. J.	...	6.36	f 7.12		8.13	10.13		12.20
Clinton, N. J.	...	6.40	7.15		8.16	f10.16		f12.24
Lindenwold, N. J.	...	6.43	7.18		8.19	10.19		12.27
Ashland Crossing, N. J.	...	6.45	f 7.20		f 8.21	f10.21		f12.28
Magnolia, N. J.	...	6.49	7.24		8.23	10.23		12.31
Atsion Bridge, N. J.	...	6.51	f 7.26		f 8.26	f10.26		f12.33
Atsion, N. J.	...	6.56	7.31		8.30	10.30		12.37
Quaker Bridge, N. J.	...	6.59	f 7.34		f 8.32	f10.32		f12.40
Weymouth, N. J.	...	7.01	f 7.36		f 8.33	f10.33		f12.42
Elwood, N. J.	...	7.04	f 7.38		f 8.35	f10.35		f12.44
Egg Harbor, N. J.	...	7.09	7.41		8.39	10.39		12.49
Egg Harbor, N. J.	...	...	...		...	...		...
Absecon, N. J.	...	f 7.13	f 7.45		f 8.43	f10.43		f12.54
Pleasantville Junction, N. J.	...	7.18	7.50		8.48	10.48		f12.59
Pleasantville, N. J.	...	f 7.21	f 7.52		f 8.50	f10.50		...
Chelsea, N. J.	...	f 7.23	f 7.54		...	...		...
Ducktown, N. J.	...	f 7.25	f 7.56		...	...		...
Hammonton, N. J.	6.31	7.28	7.58		8.54	10.54		1.05
Winslow Junction, N. J.	...							
Hammonton, N. J.	...							
Mizpah Junction, N. J.	...							
Cologne, N. J.	...							
Egg Harbor, N. J.	...							
Germania, N. J.	6.44							
Absecon, N. J.	...							
Smithville, N. J.	...							
Oceanville, N. J.	...							
Pomona, N. J.	6.56							
Atlantic City, N. J. (Chelsea Station)	...							
Atlantic City, N. J. (South Carolina Ave.)	7.08			8.40			12.45	
Arrive	P M	P M	P M	P M	P M	P M	A M	A M

Will not run Nov 29, Dec. 25, 1923, or Jan. 1, 1924.

Runs week-days except Saturdays.

Excursion Train. Runs to Georgia Avenue April 20, only.

SUNDAYS

Leave	1127	1129	1173	1007	1991	1009	1135	2083	1017	1021	1985
	A M	A M	A M	A M	P M	P M	P M	P M	P M	P M	P M
		X	X	X		X	X	X	X	X	
				9.45		1.40			7.20	11.25	
				c 9.50		c 1.45			c 7.25	c11.30	
				c10.01		c 1.53			c 7.33	c11.38	
				...		...			...	...	
Philadelphia, Pa. (Market St. Wharf)	7.30	7.50	9.00		12.55		4.30	6.05			11.40
Camden, N. J.	7.40	7.58	9.08		1.03		4.38	6.13			11.48
Broadway, N. J.	...	c 8.01	...		c 1.06		c 4.41	c 6.16			c11.51
City Park, N. J.	...	f 8.06	...		f 1.11		f 4.45	f 6.20			f11.55
Collingswood, N. J.	...	8.11	...		1.16		4.50	6.24			11.58
Gibbert, N. J.	...	...	...		f 1.17		...	f 6.25			f11.59
Westmont, N. J.	...	f 8.14	...		f 1.19		f 4.53	f 6.27			f12.01
Haddonfield, N. J.	...	...	...		f 1.21		f 4.54	f 6.29			12.03
Brookfield, N. J.	...	8.21	...		1.24		4.57	6.31			12.06
Merchantville, N. J.	...	f 8.24	...		f 1.27		f 5.00				f12.09
Pennsauken, N. J.	...	8.27	...		1.30		5.03				12.12
Delair, N. J.	...	f 8.28	...		f 1.31		f 5.04				f12.14
Pennsgrove, N. J.	...	8.32	...		1.34		5.07				12.17
Pennsauken, N. J.	...	8.35	...		1.37		f 5.09				12.20
Clinton, N. J.	...	8.39	...		1.41		5.12				f12.24
Lindenwold, N. J.	...	8.42	...		1.45		5.16				12.27
Ashland Crossing, N. J.	...	...	...		f 1.47		...				f12.28
Magnolia, N. J.	...	8.46	...		1.50		5.20				12.31
Atsion Bridge, N. J.	...	f 8.48	...		f 1.52		f 5.22				f12.33
Atsion, N. J.	...	8.52	...		1.57		5.26				12.37
Quaker Bridge, N. J.	...	f 8.55	...		f 2.00		f 5.29				f12.40
Weymouth, N. J.	...	f 8.57	...		f 2.02		f 5.31				f12.42
Elwood, N. J.	...	f 8.59	...		f 2.04		f 5.33				f12.44
Egg Harbor, N. J.	...	9.03	...		2.07		5.36				12.49
Egg Harbor, N. J.	...	...	...		...		...				...
Absecon, N. J.	...	9.07	...		f 2.11		f 5.40				f12.54
Winslow Junction, N. J.	...	9.12	...		2.16		5.44				f12.59
Pleasantville, N. J.	...	f 9.14	...		f 2.18		f 5.46				...
Chelsea, N. J.	...	f 9.15	...		...		f 5.47				...
Ducktown, N. J.	...	...	...		...		...				...
Hammonton, N. J.	...	9.19	9.43		2.25		5.52				1.05
Mullica Hill, N. J.	...	f 9.22	...				f 5.55				
Mullica Hill Junction, N. J.	...	f 9.24	...				f 5.57				
Glassboro, N. J.	...	...	...				...				
Clarksboro, N. J.	...	9.27	...				f 6.00				
Woodbury, N. J.	...	9.31	...				6.04				
Camden, N. J.	...	9.39	9.56				6.12				
Haddon Heights, N. J.	...	f 9.43	...				f 6.16				
Audubon, N. J.	...	9.48	...				6.22				
Merchantville, N. J.	...	f 9.53	...				f 6.27				
Camden, N. J.	...	9.58	10.08	b10.59			6.33				
Pemberton, N. J.	...	f10.07	...	...			f 6.42				
Atlantic City, N. J. (Chelsea Station)											
Atlantic City, N. J. (South Carolina Ave.)	8.50	10.10	10.20	11.10		3.00	6.45		8.40	12.45	
Arrive	A M	A M	A M	A M	P M	P M	P M	P M	P M	A M	A M

Note 1.—See note in column giving dates this train will run.

b Stops only on notice to Conductor to discharge passengers.

c Stops only to receive passengers.

f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.

X Baggage service.

Atlantic City to Philadelphia

(Steam Line via Haddonfield)

For electric service to Philadelphia, see pages 11 to 15, inclusive.

WEEK-DAYS

	1080	1082	1084	2070	1170	1166	1172	1190	1036	1174	1088	1040	1872	1060	1086	1076	2078	1092
Leave	A M	Note 1 A M	A M	A M X	A M X	Note 1 A M	A M	Note 1 A M	A M X	A M	A M	A M X	A M X	Note 1 A M X	P M X	Note 1 P M X	Note 1 P M X	P M X
Atlantic City, N. J. (South Carolina Avenue)					6.05	7.03	7.30		7.45	8.02		10.00		11.30				
Atlantic City, N. J. (Chelsea Station)								7.35										
Drawbridge, N. J.					f 6.08		...	...	...	...		...						
Absecon, N. J.					6.17		...	7.47	...	...		...						
Doughty, N. J.					f 6.21		...	...	...	...		...						
Pomona, N. J.					6.26		...	...	...	...		...						
Germania, N. J.					f 6.30		...	...	...	...		...						
Egg Harbor, N. J.					6.35		...	7.58	...	...		...						
Elwood, N. J.					6.44		...	...	...	...		...						
Magnolia, N. J.					f 6.47		...	...	...	...		...						
Amatol Junction, N. J.					f 6.48		...	...	...	...		...						
East Hammonton, N. J.					f 6.50		...	...	...	...		...						
Da Costa, N. J.					f 6.53		...	...	...	...		...						
Hammonton, N. J.	4.50	5.40	6.15		6.58	7.31	7.59		...	...	8.35	...		...	12.28	1z50		
Caldwell Crossing, N. J.	f 4.51	f 5.41	f 6.16		...	...	...		...	...	...	...		...	f12.29	f 1z61		
Bellhurst, N. J.	f 4.52	f 5.43	f 6.18		...	...	...		...	...	...	...		...	f12.31	f 1z63		
Murphy, N. J.	f 4.54	f 5.45	f 6.21		f 7.02	...	...		...	...	f 8.39	...		...	f12.33	f 1z65		
Winslow Junction, N. J.	4.59	5.51	6.26		7.06	...	...		...	...	8.43	...		...	12.37	1z67		
Ancora, N. J.	f 5.03	f 5.55	6.30		7.10	...	...		...	...	8.47	...		...	f12.42	f 2z01		
Spring Garden, N. J.	...	...	...		...	...	...		...	...	...	...		...	...	...		
Waterford, N. J.	5.09	6.01	6.36		7.15	...	...		...	...	8.52	...		...	12.46	2z04		
Chesilhurst, N. J.	f 5.10	f 6.03	f 6.38		f 7.17	...	...		...	...	f 8.53	...		...	f12.47	f 2z05		
Fisher, N. J.	f 5.12	f 6.05	f 6.40		f 7.19	...	...		...	...	f 8.55	...		...	f12.49	f 2z07		
Dunbarton, N. J.	f 5.14	f 6.07	f 6.42		f 7.21	...	...		...	...	f 8.57	...		...	f12.51	f 2z09		
Atco, N. J.	5.19	6.13	6.48		7.26	...	...	...	...	...	9.03	...	10.42	...	12.55	2z12		
Bishops Bridge, N. J.	f 5.22	f 6.16	f 6.51		f 7.29	...	...	...	...	...	f 9.05	...	f10.44	...	f12.57	f 2z14		
Berlin, N. J.	5.26	6.21	6.55		7.32	...	...	...	...	...	9.09	...	10.48	...	1.01	2z18		
Reed Crossing, N. J.	f 5.27	f 6.22	f 6.56		f 7.33	...	...	...	...	...	f 9.10	...	f10.49	...	f 1.02	f 2z19		
West Berlin, N. J.	5.29	6.26	6.58		7.35	...	...	...	...	...	9.12	...	10.51	...	1.04	2z20		
Lucaston, N. J.	5.33	6.29	7.03		7.46	...	...	...	...	...	9.16	...	10.55	...	1.08	2z24		
Lindenwold, N. J.	f 5.36	6.32	7.06		f 7.50	...	...	...	...	...	f 9.19	...	10.58	...	1.11	f 2z27		
Kirkwood, N. J.	5.40	6.35	7.09		7.53	...	...	...	...	...	9.22	...	11.01	...	1.14	2z30		
Osage, N. J.	f 5.42	f 6.37	f 7.11		f 7.55	...	...	...	...	...	f 9.25	...	f11.03	...	f 1.15	f 2z32		
Ashland, N. J.	5.45	6.41	7.14		7.58	...	...	...	...	...	9.28	...	11.06	...	1.18	2z34		
Woodcrest, N. J.	f 5.46	f 6.42	f 7.15		8.00	...	...	...	...	...	f 9.30	...	f11.08	...	f 1.19	f 2z36		
Haddonfield, N. J.	5.53	6.49	7.22	7.41	8.05	...	...	...	...	...	9.35	...	11.13	...	1.25	2z42	2k43	
West Haddonfield, N. J.	f 5.55	f 6.51	f 7.23	...	8.07	...	...	...	...	...	9.37	...	f11.15	...	f 1.26	f 2z44	f 2k44	
Westmont, N. J.	5.57	f 6.53	f 7.25	...	f 8.08	...	...	...	...	...	f 9.38	...	f11.17	...	f 1.28	f 2z46	f 2k46	
Cuthbert, N. J.	f 5.59	f 6.55	f 7.27	...	...	...	...	...	...	...	...	...	f11.18	...	...	f 2z47	f 2k47	
Collingswood, N. J.	6.02	6.59	7.30	7.46	8.12	...	...	...	...	...	9.43	...	11.21	...	1.32	2z50	2k50	
Liberty Park, N. J.	6.07	7.04	7.35	...	...	...	...	...	...	...	...	...	f11.25	...	f 1.36	f 2z55	f 2k55	
Broadway, N. J. Arrive	d 6.12	d 7.08	d 7.40	d 7.53	d 8.19	...	...	...	...	...	d 9.50	...	d11.29	...	d 1.40	d 2z59	d2k59	
Camden, N. J.	6.15	7.11	7.43	7.56	8.22	8.03	8.32	8.40		9.00	9.53		11.32		1.43	3z02	3k02	
Philadelphia, Pa. (Market Street Wharf)	6.23	7.19	7.51	8.03	8.31	8.11	8.39	8.47		9.07	10.00		11.40		1.50	3z10	3k10	
Frankford Junction, Pa.									b 8.48			...		...				
North Philadelphia, Pa.									d 8.55			d11.07		d12.40				
West Philadelphia, Pa.									d 9.05			d11.16		d12.50				
Philadelphia, Pa. (Broad Street Station)									9.10			11.20		12.55				
	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	P M	P M	P M	P M	P M

Parlor Car. Parlor Car. Parlor Car. Runs week-days except Saturdays. Runs Saturdays only.

Will not run Nov. 29, Dec. 25, 1923, or Jan. 1, 1924.

Note 1.—See note in column giving days or dates this train will run.

b Stops only on signal or notice to Conductor to discharge passengers.

d Stops only to discharge passengers.

f Stops only on signal or notice to Agent or Conductor to receive passengers.

k Saturday only.

z Week-days except Saturday.

X Baggage service.

Atlantic City to Philadelphia

(Steam Line via Haddonfield)

For electric service to Philadelphia, see pages 11 to 15, inclusive.

	WEEK-DAYS						SUNDAYS											
	1880	1046	1182	1882	1054	1992	1990	2082	1126	1040	1128	1046	1142	1182	1054	1992		
Leave	P M	P M X 4.50	P M X 5.50	P M	P M X 8.50	P M	A M	A M X	A M X 7.30	A M X 10.00	P M X 3.30	P M X 4.50	P M 5.30	P M X 5.50	P M X 8.50	P M		
Atlantic City, N. J. { (South Carolina Avenue)																		
Atlantic City, N. J. { (Chelsea Station)																		
Absecon, N. J.		...	...		...				f 7.33	...	f 3.33	...	...	...	...			
Egg Harbor, N. J.		a 5.01	6.01		...				7.42	...	3.42	a 5.01	...	6.01	...			
Pomona, N. J.		...	...		...				f 7.46	...	f 3.46	...	...	...	...			
Germania, N. J.		...	...		...				7.51	...	3.51	...	...	...	...			
Cedar Harbor, N. J.		...	...		...				f 7.55	...	f 3.55	...	...	...	...			
		...	6.14		...				8.00	...	4.00	...	...	6.14	...			
Elwood, N. J.		...	...		...				8.09	...	4.08	...	...	...	...			
Mizpah, N. J.		...	...		...				f 8.11	...	f 4.10	...	...	...	...			
Central Junction, N. J.		...	...		...				...	...	...	...	...	...	...			
Port Hammonton, N. J.		...	...		...				f 8.13	...	f 4.12	...	...	...	...			
Costa, N. J.		...	...		...				f 8.15	...	f 4.14	...	...	...	...			
Hammonton, N. J.		...	6.28		...	9.25	1.25		8.20	...	4.19	...	...	6.28	...	9.25		
Atwell Crossing, N. J.		...	...		...	...	...		...	...	...	...	...	...	...	...		
Elmhurst, N. J.		...	...		...	...	...		f 8.22	...	f 4.21	...	...	...	...	...		
Berlin, N. J.		...	...		...	f 9.29	...		f 8.24	...	f 4.23	...	...	...	...	f 9.29		
Blue Bow Junction, N. J.		...	...		...	9.34	1.31		8.28	...	4.27	...	...	...	...	9.34		
Cedar, N. J.		...	...		...	f 9.38	f 1.35		f 8.32	...	4.31	...	...	...	...	f 9.38		
Evergreen Garden, N. J.		...	...		...	...	...		...	...	...	...	...	...	...	...		
Hartford, N. J.		...	...		...	9.43	1.39		8.36	...	4.43	...	...	...	...	9.43		
Kirkhurst, N. J.		...	...		...	f 9.44	f 1.40		f 8.38	...	f 4.45	...	...	...	...	f 9.44		
Ancora, N. J.		...	...		...	f 9.46	f 1.42		f 8.40	...	f 4.47	...	...	...	...	f 9.46		
Winslow Junction, N. J.		...	...		...	f 9.48	f 1.44		f 8.41	...	f 4.48	...	...	...	...	f 9.48		
Winslow, N. J.	5.00	...	...	6.48	...	9.53	1.47		8.46	...	4.53	...	...	...	...	9.53		
Hammonton Bridge, N. J.	f 5.02	...	...	f 6.50	...	f 9.56	f 1.49		f 8.48	...	f 4.55	...	...	...	...	f 9.56		
Elwood, N. J.	5.06	...	...	6.54	...	10.00	1.52		8.52	...	4.59	...	...	...	...	10.00		
Atco Crossing, N. J.	f 5.07	...	...	f 6.55	...	f10.01	f 1.53		...	...	...	...	...	...	...	f10.01		
West Berlin, N. J.	f 5.09	...	...	6.57	...	10.04	1.55		8.55	...	5.02	...	...	...	...	10.04		
Lucaston, N. J.	5.13	...	...	7.01	...	10.08	f 1.59		8.59	...	5.06	...	...	...	...	10.08		
Clementon, N. J.	f 5.16	...	...	f 7.04	...	10.11	f 2.02		f 9.02	...	5.09	...	...	...	...	10.11		
Blackwood, N. J.	5.19	...	...	7.07	...	10.15	2.05		9.05	...	5.13	...	...	...	...	10.15		
Lakeland, N. J.	f 5.21	...	...	f 7.08	...	f10.17	f 2.07		f 9.07	...	f 5.16	...	...	...	...	f10.17		
Glendora, N. J.	5.24	...	...	7.11	...	10.20	2.10		9.10	...	5.19	...	...	...	...	10.20		
Magnolia, N. J.	f 5.26	...	...	f 7.13	...	f10.22	f 2.11		f 9.12	...	f 5.21	...	...	...	...	f10.22		
Haddonfield, N. J.	5.31	Parlor Car.	...	7.19	Parlor Car.	10.28	2.17	7.33	9.17	Parlor Car.	5.27	Parlor Car.	Excursion Train. Runs from Georgia Ave. April 20, only.	...	Parlor Car.	10.28		
Cuthbert, Haddonfield, N. J.	f 5.33		...	f 7.20		f10.29	f 2.18	f 7.34	f 9.18		f 5.28			...		f10.29		
Clementon, N. J.	f 5.34		...	f 7.21		f10.31	f 2.20	f 7.35	f 9.20		f 5.30			...		f10.31		
Gibbsboro, N. J.	f 5.36		...	f 7.23		f10.33	...	f 7.37	f 9.21		...			...		f10.33		
Kingswood, N. J.	5.39		...	7.26		10.36	2.23	7.40	9.25		5.35			...		10.36		
Liberty Park, N. J.	f 5.44		...	f 7.30		f10.40	f 2.27	f 7.44	f 9.30		f 5.40		...	...		f10.40		
Cooper, N. J.	d 5.48		...	d 7.35		d10.44	d 2.31	d 7.48	d 9.34		d 5.44		...	...		d10.44		
Camden, N. J.	5.51		7.02	7.38		10.47	2.34	7.51	9.37		5.47		6.40	7.02		10.47		
Philadelphia, Pa. (Market Street Wharf)	5.59		7.10	7.45		10.55	2.45	8.00	9.45		5.55		6.50	7.10		10.55		
Woodford Junction, Pa.		...			...					...		...			...			
Walnut Philadelphia, Pa.		d 6.02			d 9.57					d11.07		d 6.02			d 9.57			
Cross Philadelphia, Pa.		d 6.11			d10.06					d11.16		d 6.11			d10.06			
Philadelphia, Pa. (Broad Street Station)		6.15			10.10					11.20		6.15			10.10			
Arrive	P M	P M	P M	P M	P M	P M	A M	A M	A M	A M	P M	P M	P M	P M	P M	P M		

a Stops only on signal or notice to Agent to receive passengers.

d Stops only to discharge passengers.

f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.

X Baggage service.

Philadelphia to Atlantic City and Ocean City (via Newfield) and Cape May

WEEK-DAYS

Distance from Mkt. St. Whf.	For steam service to Atlantic City, see pages 2 and 3.	2151	1601	2127	1409	1213	1617	1417	1221 2129	2153	1425	1923	2001	1229	2403 2129	1801	1633	1437	1245	1649	1453	1255	1901	1661
	Leave	A M X	A M X	A M X	A M	A M	A M	A M	A M X	A M X	A M X	A M X	A M X	A M	A M X	A M X	A M	A M	A M	A M X	A M X	Note 1 A M	P M X	Note
.0	**Phila., Pa.** (Market St. Whf.)		e 5.00	p 5.20	e 6.00	e 6.32	e 7.00	e 7.04	e 7.32		e 8.00	p 8.12	p 8.20	e 8.32	p 8.44	p 8.48	e 9.00	e 9.32	e 10.30	e 11.00	e 11.30	e11k45	p12 30	
	Camden, N. J.		5.10	5.30	6.12	6.42	7.10	7.14	7.42		8.12	8.20	8.28	8.42	8.52	8.56	9.10	9.42	10.42	11.10	11.40	11k58	12.27	
	Broadway, N. J.		c 5.12	c 5.33	c 6.14	c 6.44	c 7.12	c 7.16	c 7.44		c 8.14	c 8.23	c 8.31	c 8.44	...	c 8.59	c 9.12	c 9.44	c 10.44	c 11.12	c 11.42	c12k00	...	
2.6	Kaighn Avenue, N. J.		...	...	f 6.18	f 6.48	...	f 7.20	f 7.48		f 8.19	...	...	f 8.48		...	...	f 9.48	f10.48	...	f11.46	...	...	
3.3	South Camden, N. J.		f 5.18	...	6.20	6.50	...	7.22	7.50		8.21	...	...	8.50		...	...	9.50	10.50	...	11.48	...	...	
3.8	Yorkship, N. J.		f 5.19	...	f 6.21	f 6.51	...	f 7.23	f 7.51		f 8.22	...	...	f 8.51		...	...	f 9.51	f10.51	...	f11.49	12k07	...	
5.1	Gloucester, N. J.		5.23	5.42	6.25	6.55	...	7.27	7.55		8.26	...	...	8.55		...	...	9.55	10.55	...	11.53	...	...	
5.6	South Gloucester, N. J.		f 5.24	...	f 6.26	f 6.56	...	f 7.28	f 7.56		f 8.27	...	...	f 8.56		...	...	f 9.56	f10.56	...	f11.54	...	...	
6.3	Brooklawn, N. J.		f 5.25	...	f 6.27	f 6.57	...	f 7.29	f 7.57		f 8.28	...	...	f 8.57		...	...	f 9.57	f10.57	...	f11.55	...	...	
6.9	Westville, N. J.		5.27	5.46	6.29	6.59	...	7.31	7.59		8.30	...	...	8.59		...	...	9.59	10.59	...	11.57	...	...	
7.4	South Westville, N. J.		f 5.28	...	6.30	7.00	...	7.32	8.00		8.31	...	...	9.00		...	...	10.00	11.00	...	11.58	...	...	
8.7	North Woodbury, N. J.		f 5.31	...	6.33	7.03	...	7.35	8.03		8.34	...	...	9.03		...	...	10.03	11.03	...	12.01	...	...	
9.6	**Woodbury, N. J.**		5.34	5.59	6.36	7.06	7.26	7.38	8.06		8.37	8.39	...	9.06		9.14	...	10.06	11.06	11.26	12.04	g12k16	12.43	
10.9	Woodbury Heights, N. J.		f 5.36	...	6.38	7.08	...	7.40	8.08		8.39		...	9.08			...	10.08	11.08	...	12.07	...		
12.7	Wenonah, N. J.		f 5.40	6.05	6.42	7.12	...	7.44	8.12		8.43		...	9.12			...	10.12	11.12	...	12.11	...		
14.5	Sewell, N. J.		f 5.44	6.09	6.46	7.16	...	7.48	8.16		8.47		...	9.16			...	10.16	11.16	...	12.15	...		
17.1	Pitman, N. J.		5.49	6.16	6.51	7.21	...	7.53	8.21		8.52		...	9.21			...	10.21	11.21	...	12.20	12k26		
18.9	**Glassboro, N. J.**		5.53	6.24	6.55	7.26	7.39	7.57	8.26		8.56		8.59	9.26			...	10.25	11.26	11.39	12.25	12k29		
19.8	South Glassboro, N. J.		f 5.54	f 6.26		f 7.27	...		f 8.27					f 9.27			...		f11.27	...		f12k31		
22.6	Clayton, N. J.		f 5.58	6.32		7.32	...		8.32					9.32			...		11.32	...		12k36		
25.3	Franklinville, N. J.		f 6.02	6.37		7.37	...		8.37					9.37			...		11.37	...		12k41		
26.5	Iona, N. J.		f 6.04	f 6.40		f 7.39	...		f 8.39					f 9.39			...		f11.39	...		f12k43		
28.9	Malaga, N. J.		f 6.08	6.45		7.43	...		8.43					9.43			...		11.43	...		12k47		
31.2	**Newfield, N. J.** ....Arrive		6.13	6.50		7.49	7.55		8.49					9.49			9.55		11.49	11.55		12k52		
31.2	**Newfield, N. J.** ....Leave		6.13				7.55										9.55			11.55				
33.7	Forest Grove, N. J.		f 6.17				f 7.59										...			f11.59				
35.8	Minotola, N. J.		6.20				8.02										...			12.02				
36.9	Buena, N. J.		f 6.23				f 8.05										...			f12.05				
40.3	Richland, N. J.		6.28				8.10										...			12.10				
42.1	Mizpah, N. J.		f 6.31				f 8.13										...			f12.13				
48.0	Mays Landing, N. J.		6.39				8.21										...			12.21				
48.5	Court House Platform, N. J. Mays Landing		6.41				8.23										10.15			12.23				
52.2	Reega, N. J.		f 6.46				f 8.28										...			f12.28				
54.6	McKee City, N. J.		6.51				8.33										...			12.33				
56.6	Cardiff, N. J.		f 6.54				f 8.36										...			f12.36				
58.6	Mount Calvary, N. J.		f 6.57				f 8.39										...			f12.39				
59.6	Pleasantville Cemetery, N. J.		f 6.59				f 8.41										...			f12.41				
60.1	**Pleasantville, N. J.** ....Ar.		7.05				8.45										10.30			12.45				
	Pleasantville, N. J. (A. C. & S.) Lv.		7.15				9.00										10.30			1.00				
	Somers Point, N. J.		7.32				9.17										10.47			1.17				
	Ocean City, N. J. (Opposite Penna. Station) ..Arrive		l 7.40				l 9.25										l10.55			l 1.25				
65.6	Atlantic City, N. J. (Tenn. Av. Pa. Sys.)		7.15				8.55										10.40			12.55				
31.2	**Newfield, N. J.** ....Leave			6.50		7.49			8.49					9.49					11.49			12k52		
32.5	North Vineland, N. J.	Runs to Maurice River.		f 6.52		f 7.52			f 8.52	Runs to Maurice River.				f 9.52					f11.52			f12k55		
35.4	Vineland, N. J.			7.03		7.58			8.58					9.58					11.58			1k02		
38.1	South Vineland, N. J.			7.08		8.04			9.04					10.04					12.04			1k08		
39.0	Clayville, N. J.			f 7.10		f 8.06			...					...					f12.06			...		
41.2	**Millville, N. J.** ....Arrive			7.15		8.10			9.10					10.10					12.10			1k13		
41.2	**Millville, N. J.** ....Leave	p 6.15		p 7.22					p 9.14	p 9.27														
44.5	Menantico, N. J.	f 6.21		f 7.28					...	f 9.37														
47.5	**Manumuskin, N. J.**	6.28		7.35					9.25	9.46														
54.3	Belleplain, N. J.			7.45					9.35															
57.6	Woodbine, N. J.			7.51					9.41															
59.4	Mt. Pleasant, N. J.			f 7.54					f 9.44						...									
62.1	**Sea Isle Junction, N. J.**			q 8.02					m9.51						m10.04									
63.2	South Seaville, N. J.			8.05					9.54						...									
67.4	Swain, N. J.			8.12					10.01						...									
70.6	**Cape May Court House, N. J.**			8.18					10.07						10.15									
73.3	**Wildwood Junction, N. J.**			n 8.26					n10.12 / 10.22						n10.20 / 10.22									
76.1	Rio Grande, N. J.			8.32					10.28						10.28									
78.9	Bennett, N. J.			8.37					10.33						10.33									
82.4	**Cape May, N. J.** ....Arrive			8.45					10.40						10.40									
		A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	P M	P M	P M	P M	P M	P M

Runs Saturdays only.

Electric trains will not be held at Camden more than three minutes for connecting boat, except trains leaving Philadelphia at 11.00 P. M. and 11.50 P. M. daily, which will be held indefinitely for boat connection.

Note 1.—See note in column giving days this train will run.

- b Stops only on notice to Conductor to discharge passengers.
- c Stops only to receive passengers.
- e Electric trains.
- f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.
- g Stops to discharge passengers from York Ship.
- k Saturdays only.
- l For additional service to Ocean City, see page 17.
- m Connects for Ocean City and Stone Harbor Branches, see page 17.
- n Connects for Wildwood Branch, see page 16.
- q Connects for Ocean City Branch, see page 17.
- z Week-days except Saturdays.
- X Baggage service.

p Steam trains.

Philadelphia to Atlantic City and Ocean City (via Newfield) and Cape May

WEEK-DAYS

For steam service to Atlantic City, see pages 2 and 3.	1263 2131	1665	2407 1107	1465	1469	1269	1903	1271	1473	1277 2155	1277 2133 1113	1803	1681	2003	1485	1905	1287	1113	1493	1907	1295
Leave	Note 1 X	P M X	P M Note 1	P M Note 1	P M Note 1	Note 1	Note 1 X	P M Note 1	P M Note 1	P M X		Note 1 X	P M X	P M X	P M X	Note 1	P M X	P M X	P M X	P M X	P M
Philadelphia, Pa. (Market St. Wharf)	e12k45	e 1.00	p 1k15	e1k25	e 1k30	e1z35	p1k45	e1k45	e2k30	e 2.30		p2k40	e 3.00	p 3.30	e 3.30	p3z40	e 3.48	p4.08	e 4.24	p4.40	e 4.43
Camden, N. J.	12k58	1.10	1k33	1k35	1k40	1z45	1k53	1k58	2k30	2.42		2k48	3.10	3.33	3.40	3z48	3.58	4.15	4.35	4.48	4.53
Broadway, N. J.	c 1k00	c 1.12	...	c1k37	c 1k42	c 1z47	c 1k56	c2k00	c2k32	c 2.44		c2k51	c 3.12	c 3.41	c 3.42	c 3z51	c 4.00	...	c 4.37	c 4.51	c 5.00
Ferry Avenue, N. J.	...	...		...	f 1k46	f 1z51	...	...	f 2k36	f 2.48		...	...	...	f 3.46	...	...		f 4.41	...	...
North Camden, N. J.	...	...		...	1k48	1z53	...	...	2k38	2.50		...	...	...	3.48	...	...		4.43	...	...
Ferry Landing, N. J.	...	...		...	f 1k49	f 1z54	...	...	f 2k39	f 2.51		...	...	...	f 3.49	...	...		f 4.44	...	...
Lancaster, N. J.	...	...		...	1k53	1z57	...	...	2k43	2.55		...	...	...	3.53	...	...		4.48	...	...
North Gloucester, N. J.	...	...		...	f 1k54	f 1z58	...	...	f 2k44	f 2.56		...	...	...	f 3.54	...	...		f 4.49	...	...
Brooklawn, N. J.	...	...		...	f 1k55	f 1z59	...	...	f 2k45	f 2.57		...	...	...	f 3.55	...	...		f 4.50	...	...
Centerville, N. J.	...	...		...	1k57	2z01	...	...	2k47	2.59		...	...	...	3.57	...	...		4.52	...	...
North Westville, N. J.	...	...		...	1k58	2z02	...	...	2k48	3.00		...	...	...	3.58	...	...		4.53	...	...
North Woodbury, N. J.	...	...		...	2k01	2z05	...	...	2k51	3.03		...	...	...	4.01	...	...		4.56	...	...
Woodbury, N. J.	...	1.26		...	2k04	2z08	2k11	...	2k54	3.06		3k07	...	...	4.04	4z07	4.14		4.59	5.06	...
Woodbury Heights, N. J.	...	...		1k53	2k07	2z10		...	2k57	3.08			...	...	4.07		...		5.02		...
Hilltonah, N. J.	...	...		1k57	2k11	2z14		...	3k01	3.12			...	...	4.11		...		5.06		...
Mantua, N. J.	...	...		2k01	2k15	2z18		...	3k05	3.16			...	...	4.15		...		5.10		...
Pitman, N. J.	1k25	...		2k06	2k20	2z23		2k25	3k10	3.21			...	...	4.20		4.25		5.15		5.25
Glassboro, N. J.	1k30	1.39		2k11	2k26	2z27		2k30	3k15	3.26			...	4.07	4.26		4.29		5.20		5.28
South Glassboro, N. J.	f 1k31	...				f 2z28		f 2k31		f 3.27			...				f 4.30				f 5.30
Paulston, N. J.	1k36	...				2z33		2k36		3.32			...				4.35				5.34
Franklinville, N. J.	1k41	...				2z38		2k41		3.37			...				4.40				5.39
Elmer, N. J.	f 1k43	...				f 2z40		f 2k43		f 3.39			...				f 4.42				f 5.41
Malaga, N. J.	1k47	...				2z44		2k47		3.43			...				4.46				5.45
Newfield, N. J. Arrive	1k52	1.55				2z50		2k52		3.49			3.54				4.51				5.50
Newfield, N. J. Leave		1.55											3.54								
West Grove, N. J.		...											b 3.58								
Cumberland, N. J.		...											4.01								
Buena, N. J.		...											...								
Richland, N. J.		...											4.08								
Alcyon, N. J.		...											...								
Mays Landing, N. J.		...											...								
Mays Landing Platform, N. J. (Mays Landing)		2.15											4.18								
Egg Harbor, N. J.		...											...								
Atlantic City, N. J.		...											...								
Northfield, N. J.		...											...								
Mount Calvary, N. J.		...											...								
Absecon Cemetery, N. J.		...											...								
Absecon, N. J. Arrive		2.30											4.35								
Absecon, N. J. (A. C. & S.) Lv.		2.30											4.35								
Somers Point, N. J.		2.47											4.47								
Atlantic City, N. J. (Opp. Penna. Sta.) Ar.		l 2.55											l 4.55								
Atlantic City, N. J. (Tenn. Ave.) (Pa. Sys.)		2.40											4.45								
Newfield, N. J. Leave	1k52					2z50		2k52		3.49							4.51				5.50
North Vineland, N. J.	f 1k55					f 2z53		f 2k55		f 3.52							f 4.54				f 5.53
Vineland, N. J.	2k01					2z58		3k01		3.58							5.00				5.58
South Vineland, N. J.	2k07					3z04		3k07		4.04							5.06				6.04
Millville, N. J. Arrive	...					...		...		f 4.06							...				f 6.06
	2k13					3z10		3k13		4.10							5.10				6.10
Millville, N. J. Leave	p 2.16									p 4.13	p 4.26										
Hamilton, N. J.	...									f 4.19	...										
Manumuskin, N. J.	2.27									4.25	4.37										
Dorchester, N. J.	2.37																				
Woodbine, N. J.	2.43										4.47										
New Pleasant, N. J.	f 2.46		...								4.53										
Tuckahoe Junction, N. J.	m2.53		m2k40								f 4.56							...			
Seaville, N. J.											m5.03							m5.24			
Dias Creek, N. J.	2.56		...								5.06							...			
Cape May Court House, N. J.	3.03		...								5.13							...			
Wildwood Junction, N. J.	3.09		...								5.20							5.34			
Grassmere, N. J.	n 3.16		n2k56								n 5.26							n 5.41			
Cape May Grande, N. J.			n2k59								5.41										
Wildwood, N. J.	3.23		...								f 5.47							f 5.47			
Cape May, N. J. Arrive	3.27		...								f 5.52							f 5.52			
	3.35		3k12								5.59							5.59			
	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M

Electric trains will not be held at Camden more than three minutes for connecting boat, except trains leaving Philadelphia at 11.00 P. M. and 11.50 P. M. daily, which trains will be held indefinitely for boat connection.

Note 1.—See note in column giving days or dates this train will run.

b Stops only on notice to Conductor to discharge passengers.
c Stops only to receive passengers.
e Indicates electric trains.
f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.
k Saturday only.
l For additional service to Ocean City, see page 17.
m Connects for Ocean City and Stone Harbor Branches, see page 17.
n Connects for Wildwood Branch, see page 16.
p Indicates steam trains.
z Week-days except Saturday.
H Baggage service Millville to Maurice River.
X Baggage service.

Runs Saturdays only.
Runs Saturdays only.
Withdrawn after Dec. 1, 1923; begins running again March 8, 1924.
Runs Saturdays only.
Runs Saturdays only.
Runs week-days, except Saturdays.
Runs Saturdays only.
Runs Saturdays only.
Runs Saturdays only.
Runs Saturdays only.
Runs week-days, except Saturdays.

Philadelphia to Atlantic City and Ocean City (via Newfield) and Cape May

For steam service to Atlantic City, see pages 2 and 3.

WEEK-DAYS

Leave	1697	2005	1497	1499	1501	1303	1909	1505	1507	2007	1309	1517	1721	1335	1533	1341	1745	1879	1321
	P M X	P M X	P M	P M Note 1	P M	P M	P M	P M	P M	P M X	P M	P M	P M	P M	P M	P M	P M	P M	P M
Philadelphia, Pa. (Market Street Wharf)	e 5.00	p 5.03	e 5.03	e 5z20	e 5.28	e 5.48	p 5.52	e 5.52	e 6.03	p 6.16	e 6.32	e 7.30	e 8.00	e 8.30	e 9.30	e 10.35	e 11.00	p 11.45	e 11.50
Camden, N. J.	5.10	5.17	5.18	5z30	5.38	5.58	6.00	6.03	6.13	6.24	6.42	7.40	8.10	8.42	9.40	10.45	11.10	11.54	12.00
Broadway, N. J.	c 5.12	c 5.20	c 5.20	c 5z32	c 5.40	c 6.00	c 6.03	c 6.05	c 6.20	c 6.27	c 6.44	c 7.42	c 8.12	c 8.44	c 9.42	c10.47	c11.12	c11.57	c12.02
Kaighn Avenue, N. J.	...	...	f 5.25	f 5z36	f 5.44	...	...	f 6.09	f 6.24	...	f 6.48	f 7.46	...	f 8.48	f 9.46	f10.51	...	...	f12.06
South Camden, N. J.	...	...	5.27	5z38	5.46	...	...	6.11	6.26	...	6.50	7.48	...	8.50	9.48	10.53	...	...	12.08
Yorkship, N. J.	...	...	f 5.28	f 5z39	f 5.47	...	...	f 6.12	f 6.27	...	f 6.51	f 7.49	...	f 8.51	f 9.49	f10.54	...	...	f12.09
Gloucester, N. J.	...	...	5.32	5z43	5.51	...	...	6.16	6.31	...	6.55	7.53	...	8.55	9.53	10.58	...	...	12.13
South Gloucester, N. J.	...	...	f 5.33	f 5z44	f 5.52	...	...	f 6.17	f 6.32	...	f 6.56	f 7.54	...	f 8.56	f 9.54	f10.59	...	...	f12.14
Brooklawn, N. J.	...	...	f 5.34	f 5z45	f 5.53	...	...	f 6.18	f 6.33	...	f 6.57	f 7.55	...	f 8.57	f 9.55	f11.00	...	...	f12.15
Westville, N. J.	...	...	5.36	5z47	5.55	...	...	6.20	6.35	...	6.59	7.57	...	8.59	9.57	11.02	...	...	12.17
South Westville, N. J.	...	...	5.37	5z48	5.56	...	...	6.21	6.36	...	7.00	7.58	...	9.00	9.58	11.03	...	...	12.18
North Woodbury, N. J.	...	...	5.40	5z51	5.59	...	...	6.24	6.39	...	7.03	8.01	...	9.03	10.01	11.06	...	...	12.21
Woodbury, N. J.	5.26	...	5.43	5z54	6.02	...	6.18	6.27	6.42	...	7.06	8.04	...	9.06	10.04	11.09	11.26	12.14	12.24
Woodbury Heights, N. J.	...	...	5.46	5z57	6.05	...		6.30	6.45	...	7.09	8.07	...	9.09	10.07	11.12	...		12.27
Wenonah, N. J.	...	...	5.50	6z01	6.09	...		6.34	6.49	...	7.13	8.11	...	9.13	10.11	11.16	11.31		12.30
Sewell, N. J.	...	...	5.54	6z05	6.13	...		6.38	6.53	...	7.17	8.15	...	9.17	10.15	11.20	...		12.34
Pitman, N. J.	...	5.42	5.59	6z10	6.18	6.25		6.43	6.58	6.50	7.22	8.20	...	9.22	10.20	11.25	11.38		12.39
Glassboro, N. J.	5.39	5.46	6.04	6z15	6.23	6.28		6.48	7.03	6.54	7.26	8.25	8.39	9.26	10.25	11.29	...		12.43
South Glassboro, N. J.	...					f 6.30					f 7.27		...	f 9.27		f11.30	...		f12.44
Clayton, N. J.	...					6.34					7.32		...	9.32		11.35	11.46		12.49
Franklinville, N. J.	...					6.39					7.37		...	9.37		11.40	...		12.54
Iona, N. J.	...					f 6.41					f 7.39		...	f 9.39		f11.42	...		f12.56
Malaga, N. J.	...					6.45					7.43		...	9.43		11.46	...		1.00
Newfield, N. J. Arrive	5.55					6.50					7.49		8.55	9.49		11.51	11.59		1.04
Newfield, N. J. Leave	5.55												8.55				11.59		
Forest Grove, N. J.	f 5.59												...				...		
Minotola, N. J.	6.02												9.00				12.05		
Buena, N. J.	f 6.05												...				...		
Richland, N. J.	6.10												...				f12.12		
Mizpah, N. J.	f 6.13												...				...		
Mays Landing, N. J.	6.21												...				...		
Court House Platform, N. J. (Mays Landing)	6.23												9.15				12.22		
Reega, N. J.	f 6.28												...				...		
McKee City, N. J.	6.33												...				...		
Cardiff, N. J.	f 6.36												...				j12.33		
Mount Calvary, N. J.	f 6.39												...				...		
Pleasantville Cemetery, N. J.	f 6.41												...				...		
Pleasantville, N. J. Arrive	6.45												9.30				12.40		
Pleasantville, N. J. (A. C. & S. R. R.) Leave	7.00												9.30				g12.50		
Somers Point, N. J.	7.17												9.47				1.05		
Ocean City, N. J. (Opposite Penna. Station) Ar.	l 7.25												l 9.55				l 1.12		
Atlantic City, N. J. (Tennessee Ave.) (Pa. Sys.)	6.55												9.40				12.30		
Newfield, N. J. Leave						6.50					7.49			9.49		12.00	12.00		1.06
North Vineland, N. J.						f 6.53					f 7.52			f 9.52		f12.03	f12.03		f 1.07
Vineland, N. J.						6.58					7.58			9.58		12.09	12.09		1.13
South Vineland, N. J.						7.04					8.04			10.04		12.14	12.14		1.18
Clayville, N. J.						...					...			...		f12.16	f12.16		f 1.20
Millville, N. J. Arrive						7.10					8.10			10.10		12.20	12.20		1.26
Millville, N. J. Leave																			
Menantico, N. J.																			
Manumuskin, N. J.																			
Belleplain, N. J.																			
Woodbine, N. J.																			
Mt. Pleasant, N. J.																			
Sea Isle Junction, N. J.																			
South Seaville, N. J.																			
Swain, N. J.																			
Cape May Court House, N. J.																			
Wildwood Junction, N. J.																			
Rio Grande, N. J.																			
Bennett, N. J.																			
Cape May, N. J. Arrive	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	A M	A M	A M	A M

Electric trains will not be held at Camden more than three minutes for connecting boat, except trains leaving Philadelphia at 11.00 P. M. and 11.50 P. M. daily, which trains will be held indefinitely for boat connection.

Note 1.—See note in column giving days this train will run.

c Stops only to receive passengers.
d Stops only to discharge passengers.
e Electric trains.
f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.
g Will be held 30 minutes for connection if train from Philadelphia is late.
j Stops only on signal or notice to Conductor to receive or discharge passengers. Saturday only.
l For additional service to Ocean City, see page 17.
p Steam trains.
z Week-days except Saturday.
X Baggage service.

Philadelphia to Atlantic City and Ocean City (via Newfield) and Cape May

SUNDAYS

For steam service to Atlantic City, see pages 2 and 3.	1601	1213 2187	1161	1617	2291	1221 2469 1153	2041	1941	1229	1153	1633	1861	1237	1245	1649	1253	1261	1947	1665	1269	1377	1681		
Leave	AM X	AM H	AM	AM	AM	AM X	AM X	AM X	AM	AM X	AM	AM X	AM	AM	AM	AM	PM	PM X	PM	PM	PM X	PM		
Philadelphia, Pa. (Market St. Wharf)...	e 5.00	e 6.30	p 7.00	e 7.00	p 7.10	e 7.30	p 8.00	p 8.30	e 8.30	p8 .40	e 9.00	p 9.25	e 9.30	e10.30	e 11.00	e11 .30	e12.30	p12.45	e 1.00	e 1.35	e 2.30	e 3.00		
Camden, N. J.	5.10	6.42	7.08	7.10	7.18	7.42	8.08	8.38	8.42	8.47	9.10	9.33	9.42	10.42	11.10	11.42	12.42	12.53	1.10	1.45	2.42	3.10		
Broadway, N. J.	c 5.12	c 6.44	···	c 7.12	···	c 7.44	c 8.11	c 8.41	c 8.44	c 8.50	c 9.12	c 9.36	c 9.44	c10.44	c11.12	c11.44	c12.44	c12.56	c 1.12	c 1.47	c 2.44	c 3.12		
Haighn Avenue, N. J.	···	f 6.48		···		f 7.48	···	···	f 8.48		···	···	f 9.48	f10.48	···	f11.48	f12.48	···	···	f 1.51	f 2.48	···		
South Camden, N. J.	···	6.50		···		7.50	···	···	8.50		···	···	9.50	10.50	···	11.50	12.50	···	···	1.53	2.50	···		
Yorkship, N. J.	f 5.18	f 6.51		···		f 7.51	···	···	f 8.51		···	···	f 9.51	f10.51	···	f11.51	f12.51	···	···	f 1.54	f 2.51	···		
Gloucester, N. J.	···	6.55		···		7.55	···	···	8.55		···	···	9.55	10.55	···	11.55	12.55	···	···	1.57	2.56	···		
South Gloucester, N. J.	···	f 6.56		···		f 7.56	···	···	f 8.56		···	···	f 9.56	f10.56	···	f11.56	f12.56	···	···	f 1.58	f 2.56	···		
Brooklawn, N. J.	···	f 6.57		···		f 7.57	···	···	f 8.57		···	···	f 9.57	f10.57	···	f11.57	f12.57	···	···	f 1.59	f 2.57	···		
Westville, N. J.	f 5.24	6.59		···		7.59	···	···	8.59		···	···	9.59	10.59	···	11.59	12.59	···	···	2.01	2.59	···		
South Westville, N. J.	···	7.00		···		8.00	···	···	9.00		···	···	10.00	11.00	···	12.00	1.00	···	···	2.02	3.00	···		
North Woodbury, N. J.	b 5.27	7.03		···		8.03	···	···	9.03		···	···	10.03	11.03	···	12.03	1.03	···	···	2.05	3.03	···		
Woodbury, N. J.	f 5.29	7.06		7.26		8.06	···	8.54	9.06		···	9.51	10.06	11.06	11.26	12.06	1.06	1.11	···	2.08	3.06	···		
Woodbury Heights, N. J.	···	7.08		···		8.08	···		9.08		···		10.08	11.08	···	12.08	1.08		···	2.10	3.08	···		
Menonah, N. J.	···	7.12		···		8.12	···		9.12		···		10.12	11.12	···	12.12	1.12		···	2.14	3.12	···		
Jewell, N. J.	···	7.16		···		8.16	···		9.16		···		10.16	11.16	···	12.16	1.16		···	2.18	3.16	···		
Pitman, N. J.	f 5.39	7.21		···		8.21	···		9.21		···		10.21	11.21	···	12.21	1.21		···	2.23	3.21	···		
Glassboro, N. J.	f 5.43	7.26		7.39		8.26	8.38		9.26		···		10.26	11.26	11.39	12.26	1.26		···	2.27	3.26	···		
South Glassboro, N. J.	···	f 7.27		···		f 8.27			f 9.27		···		f10.27	f11.27	···	f12.27	f 1.27		···	f 2.28	f 3.27	···		
Clayton, N. J.	f 5.48	7.32		···		8.32			9.32		···		10.32	11.32	···	12.32	1.32		···	2.33	3.32	···		
Franklinville, N. J.	···	7.37		···		8.37			9.37		···		10.37	11.37	···	12.37	1.37		···	2.38	3.37	···		
Mona, N. J.	···	f 7.39		···		f 8.39			f 9.39		···		f10.39	f11.39	···	f12.39	f 1.39		···	f 2.40	f 3.39	···		
Malaga, N. J.	f 5.56	7.43		···		8.43			9.43		···		10.43	11.43	···	12.43	1.43		···	2.44	3.43	···		
Newfield, N. J. ..... Arrive	6.00	7.49		7.55		8.49			9.49		9.55		10.49	11.49	11.55	12.49	1.49		1.55	2.50	3.49	3.54		
Newfield, N. J. ..... Leave	6.00			7.55							9.55				11.55				1.55			3.54		
Forest Grove, N. J.	f 6.04			f 7.59							···				f11.59				···			···		
Minotolo, N. J.	6.07			8.02							···				12.02				···			4.00		
Mena, N. J.	f 6.10			f 8.05							···				f12.05				···			···		
Richland, N. J.	6.15			8.10							···				12.10				···			···		
Elmah, N. J.	f 6.18			f 8.13							···				f12.13				···			···		
Mays Landing, N. J.	6.26			8.21							···				12.21				···			···		
Boat House Platform, N. J. (Mays Landing)...	6.28			8.23							10.15				12.23				2.15			4.15		
Weeks, N. J.	f 6.33			f 8.28							···				f12.28				···			···		
McKee City, N. J.	6.38			8.33							···				12.33				···			···		
Cardiff, N. J.	f 6.41			f 8.36							···				f12.36				···			···		
Mount Calvary, N. J.	f 6.44			f 8.39							···				f12.39				···			···		
Pleasantville Cemetery, N. J.	f 6.46			f 8.41							···				f12.41				···			···		
Pleasantville, N. J. ..... Arrive	6.50			8.45							10.30				12.45				2.30			4.30		
Pleasantville, N.J. (A.C.&S.R.R.) Lv.	6.50			9.00							10.30				1.00				2.30			4.30		
Somers Point, N. J.	7.02			9.17							10.47				1.17				2.47			4.47		
Ocean City, N. J. (Opp. Penna. Sta.) Ar. l	7.10			l 9.25							l10.55				l 1.25				l 2.55			l 4.55		
Atlantic City, N. J. (Tenn. Ave.) (Pa. Sys.)	7.00			8.55							10.40				12.55				2.40			4.40		
Newfield, N. J. ..... Leave		7.49				8.49			9.49				10.49	11.49		12.49	1.49			2.50	3.49			
North Vineland, N. J.		f 7.52				f 8.52			f 9.52				f10.52	f11.52		f12.52	f 1.52			f 2.53	f 3.52			
Vineland, N. J.		7.58				8.58			9.58				10.58	11.58		12.58	1.58			2.58	3.58			
South Vineland, N. J.		8.04				9.04			10.04				11.04	12.04		1.04	2.04			3.04	4.04			
Millville, N. J.		f 8.06				···			···				···	···		···	···			···	f 4.06			
Millville, N. J. ..... Arrive		8.10				9.10			10.10				11.10	12.10		1.10	2.10			3.10	4.10			
Millville, N. J. ..... Leave		p 8.15				p 9.14																		
Dorotheo, N. J.		f 8.21				···																		
Manumuskin, N. J.		8.28				9.25																		
Sheplain, N. J.						9.35																		
Woodbine, N. J.						9.41																		
Port Elizabeth, N. J.						f 9.44																		
Dias Creek Junction, N. J.						m9.51				n10.04														
Cape May Court House, N. J.						9.54																		
Wildwood Junction, N. J.						10.01																		
Wildwood, N. J.						10.07				n10.15														
Wildwood Junction, N. J.						n10.12				n10.22														
Rio Grande, N. J.						10.22																		
Somers Point, N. J.						f10.28				f10.28														
Cape May, N. J.						f10.33				f10.33														
Arrive						10.40				10.40														
	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	PM	PM	PM	PM	PM	PM	PM	PM	PM		

Electric trains will not be held at Camden more than three minutes for connecting boat, except trains leaving Philadelphia at 11.00 P. M. and 11.50 P. M. daily, which trains will be held indefinitely for boat connection.

Note 1.—See note in column giving dates this train will run.

a Stops only on signal or notice to Agent to receive passengers.
b Stops only on notice to Conductor to discharge passengers.
c Stops only to receive passengers.
e Electric trains.
f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.

l For additional service to Ocean City, see page 17.
m Connects for Ocean City and Stone Harbor Branches, see page 17.
n Connects for Wildwood Branch, see page 16.
p Steam trains.
H Baggage service Millville to Maurice River.
X Baggage service.

Philadelphia to Atlantic City and Ocean City (via Newfield) and Cape May

SUNDAYS

For steam service to Atlantic City see pages 2 and 3.	1435	1287 2171	2189	1293	1697	2043	1501	1303	1943	1511	1311	1517	1319	1721	1525	1327	2045	1533	1945	1853	1341	1745	1551
Leave	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M
		G	H		X	X			X														
Philadelphia, Pa. (Market St. Wharf)	e 3.30	e 3.45		e 4.30	e 5.00	p 5.30	e 5.30	e 5.45	p 5.55	e 6.30	e 6.45	e 7.30	e 7.45	e 8.00	e 8.30	e 8.45	p 9.30	e 9.30	p 9.45	p 9.56	e 10.35	e11.00	e11.30
Camden, N. J.	3.40	3.58		4.42	5.10	5.38	5.40	5.58	6.03	6.40	6.58	7.40	7.58	8.10	8.40	8.58	9.38	9.40	9.53	10.03	10.45	11.10	11.50
Broadway, N. J.	c 3.42	c 4.00		c 4.44	c 5.12	c 5.41	c 5.42	c 6.00	c 6.06	c 6.42	c 7.00	c 7.42	c 8.00	c 8.12	c 8.42	c 9.00	c 9.41	c 9.42	c 9.56	...	c 10.47	c 11.13	c 11.53
Kaighn Avenue, N. J.	f 3.46	...		f 4.48	...	...	f 5.46	...	...	f 6.46	...	f 7.46	...	...	f 8.46	...	...	f 9.46	...	...	f 10.51	...	f 12.00
South Camden, N. J.	3.48	...		4.50	...	...	5.48	...	...	6.48	...	7.48	...	...	8.48	...	...	9.48	...	...	10.53	...	12.02
Yorkship, N. J.	f 3.49	...		f 4.51	...	...	f 5.49	...	...	f 6.49	...	f 7.49	...	...	f 8.49	...	...	f 9.49	...	...	f 10.54	...	f 12.03
Gloucester, N. J.	3.53	...		4.55	...	...	5.53	...	...	6.53	...	7.53	...	...	8.53	...	...	9.53	...	...	10.58	...	12.07
South Gloucester, N. J.	3.54	...		f 4.56	...	...	f 5.54	...	...	f 6.54	...	f 7.54	...	...	f 8.54	...	...	f 9.54	...	...	f 10.59	...	f 12.08
Brooklawn, N. J.	f 3.55	...		f 4.57	...	...	f 5.55	...	...	f 6.55	...	f 7.55	...	...	f 8.55	...	...	f 9.55	...	...	f 11.00	...	f 12.09
Westville, N. J.	3.57	...		4.59	...	...	5.57	...	...	6.57	...	7.57	...	...	8.57	...	...	9.57	...	...	11.02	...	12.11
South Westville, N. J.	3.58	...		5.00	...	...	5.58	...	...	6.58	...	7.58	...	...	8.58	...	...	9.58	...	...	11.03	...	12.12
North Woodbury, N. J.	4.01	...		5.03	...	...	6.01	...	...	7.01	...	8.01	...	...	9.01	...	...	10.01	...	...	11.06	...	12.15
Woodbury, N. J.	4.04	...		5.06	5.26	5.55	6.04	...	6.21	7.04	...	8.04	...	...	9.04	...	...	10.04	10.10	10.20	11.09	11.36	12.18
Woodbury Heights, N. J.	4.07	...		5.08	...	...	6.07	...		7.07	...	8.07	...	...	9.07	...	...	10.07			11.12	...	12.21
Wenonah, N. J.	4.11	...		5.12	...	...	6.11	...		7.11	...	8.11	...	...	9.11	...	...	10.11			11.16	11.31	12.25
Sewell, N. J.	4.15	...		5.16	...	...	6.15	...		7.15	...	8.15	...	...	9.15	...	...	10.15			11.20	...	12.30
Pitman, N. J.	4.20	4.25		5.21	...	...	6.20	6.25		7.20	7.25	8.20	8.25	...	9.20	9.25	...	10.20			11.25	11.38	12.35
Glassboro, N. J.	4.25	4.29		5.26	5.39	6.08	6.25	6.28		7.25	7.28	8.25	8.28	...	9.25	9.28	10.08	10.25			11.29	...	12.39
South Glassboro, N. J.		f 4.30		f 5.27	...			f 6.30			f 7.30		f 8.30	...		f 9.30					f 11.30	...	
Clayton, N. J.		4.35		5.32	...			6.34			7.34		8.34	...		9.34					11.35	11.46	
Franklinville, N. J.		4.40		5.37	...			6.39			7.39		8.39	...		9.39					11.40	...	
Iona, N. J.		f 4.42		f 5.39	...			f 6.41			f 7.41		f 8.41	...		f 9.41					f 11.42	...	
Malaga, N. J.		4.46		5.43	...			6.45			7.45		8.45	...		9.45					11.46	...	
Newfield, N. J. Arrive		4.51		5.49	5.55			6.50			7.50		8.50	8.55		9.50					11.51	11.59	
Newfield, N. J. Leave					5.55									8.55								11.59	
Forest Grove, N. J.					f 5.59									...								...	
Minotolo, N. J.					6.02									9.00								12.03	
Buena, N. J.					f 6.05									...								...	
Richland, N. J.					6.10									...								f 12.13	
Mizpah, N. J.					f 6.13									...								...	
Mays Landing, N. J.					6.21									...								...	
Court House Platform, N. J. (Mays Landing)					6.23									9.15								12.23	
Reega, N. J.					f 6.28									...								...	
McKee City, N. J.					6.33									...								...	
Cardiff, N. J.					f 6.36									...								...	
Mount Calvary, N. J.					f 6.39									...								12.40	
Pleasantville Cemetery, N. J.					f 6.41									9.30									
Pleasantville, N. J. Arrive					6.45																	g 12.50	
Pleasantville, N. J. (A.C.&S.R.R.) Lv.					7.00									9.30								1.05	
Somers Point, N. J.					7.17									9.47								1.12	
Ocean City, N. J. (Opp. Penna. Sta.) Ar.					l 7.25									l 9.55									
Atlantic City, N. J. (Tenn. Ave.) (Pa. Sys.)					6.55									9.40								12.50	
Newfield, N. J. Leave		4.51		5.49				6.50			7.50		8.50			9.50					12.00	12.00	
North Vineland, N. J.		f 4.54		f 5.52				f 6.53			f 7.53		f 8.53			f 9.53					f 12.03	f 12.03	
Vineland, N. J.		5.00		5.58				6.58			7.58		8.58			9.58					12.09	12.09	
South Vineland, N. J.		5.05		6.04				7.04			8.04		9.04			10.04					12.14	12.14	
Clayville, N. J.		...		f 6.06				...			...		...			...					f 12.16	f 12.16	
Millville, N. J. Arrive		5.10		6.10				7.10			8.10		9.10			10.10					12.20	12.20	
Millville, N. J. Leave		p 5.15	p 5.28																				
Menantico, N. J.		...	f 5.34																				
Manumuskin, N. J.		5.26	5.40																				
Belleplain, N. J.		5.36																					
Woodbine, N. J.		5.42																					
Mt. Pleasant, N. J.		f 5.45																					
Sea Isle Junction, N. J.		m 5.52																					
South Seaville, N. J.		5.55																					
Swain, N. J.		6.02																					
Cape May Court House, N. J.		6.08																					
Wildwood Junction, N. J.		n 6.15																					
Rio Grande, N. J.		6.21																					
Bennett, N. J.		6.27																					
Cape May, N. J.		6.35																					
Arrive	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	A M	A M	A M

Electric trains will not be held at Camden more than three minutes for connecting boat, except trains leaving Philadelphia at 11.00 P. M. and 11.50 P. M. daily, which will be held indefinitely for boat connection.

- c Stops only to receive passengers.
- e Electric trains.
- f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.
- g Will be held 30 minutes for connection if train from Philadelphia is late.
- l For additional service to Ocean City, see page 17.
- m Connects for Ocean City and Stone Harbor Branches, see page 17.
- n Connects for Wildwood Branch, see page 16.
- p Steam trains.
- G Baggage service Millville to Cape May.
- H Baggage service Millville to Maurice River.
- X Baggage service.

Atlantic City and Ocean City (via Newfield) and Cape May to Philadelphia

For steam service from Atlantic City, see pages 4 and 5.

WEEK-DAYS

	1403	1204	1410	1412	1414	2000	1212	1900	1416	1420	1800	1422	1614	1220	1902	2002	1426
	A M	A M	A M	A M	A M	A M X	A M	A M X	A M	A M	A M X	A M	A M X	A M	A M X	A M X	A M
Cape May, N. J. Leave																	
Wildwood, N. J.																	
Grand, N. J.																	
Wildwood Junction, N. J.																	
Cape May Court House, N. J.																	
Rio, N. J.																	
Seaville, N. J.																	
Tuckahoe Junction, N. J.																	
Pleasant, N. J.																	
Shore, N. J.																	
Egg Harbor, N. J.																	
Hampton, N. J.																	
Absecon, N. J.																	
Atlantic City, N. J. Arrive																	
Atlantic City, N. J. Leave		e 5.27					e 6.27							e 7.27			
Pleasantville, N. J.		...					f 6.31							f 7.31			
Vineland, N. J.		f 5.33					6.33							7.33			
Newfield, N. J.		5.38					6.38							7.38			
Vineland, N. J.		f 5.44					f 6.44							f 7.44			
Newfield, N. J. Arrive		5.47					6.47							7.47			
Atlantic City, N. J. (Tennessee Ave.) Leave													e 6.45				
Atlantic City, N.J. (Opp. Penna. Sta.) (A.C.&S.R.R.) Lv.													/ 6.20				
Absecon Point, N. J.													6.27				
Egg Harbor City, N. J. Arrive													6.45				
Egg Harbor City, N. J. (Penna. Sys.) Leave													6.55				
Egg Harbor City Cemetery, N. J.													f 6.56				
Mount Calvary, N. J.													f 6.58				
Folsom, N. J.													f 7.01				
Hammonton, N. J.													7.05				
Elwood, N. J.													f 7.09				
Mays Landing Station Platform, N. J. (Mays Landing)													7.14				
Mays Landing, N. J.													7.16				
Estell Manor, N. J.													f 7.24				
Port Republic, N. J.													7.27				
Smithville, N. J.													f 7.32				
Forked River, N. J.													7.36				
Lakehurst, N. J.													f 7.39				
Whiting, N. J. Arrive													7.45				
Whiting, N. J. Leave		5.47					6.47						7.45	7.47			
Manchester, N. J.		f 5.51					6.51						...	7.51			
Lakehurst, N. J.		f 5.54					f 6.54						...	f 7.54			
Forked River, N. J.		5.57					6.57						...	7.57			
Smithville, N. J.		6.02					7.02						7.55	8.02			
Pleasantville, N. J.		f 6.05					f 7.05						...	f 8.05			
Atlantic City, N. J.	e 5.20	6.08	e 6.20	e 6.35	e 6.45	p 6.59	7.08		e 7.10	e 7.30		e 7.45	8.01	8.08		p 8.20	e 8.22
Cape May, N. J.	5.23	6.11	6.23	6.38	6.48	7.03	7.11		7.13	7.33		7.48	...	8.11		...	8.25
Wildwood, N. J.	5.27	6.15	6.27	6.42	6.52	...	...		7.17	7.37		7.52	...	...		...	8.29
Wildwood Heights, N. J.	5.30	6.18	6.30	6.45	6.55	7.10	...		7.20	7.40		7.55	8.09	...		...	8.32
Rio Grande, N. J.	5.33	6.21	6.33	6.48	6.58	...	...		7.23	7.43		7.58	...	...		...	8.35
Woodbine, N. J.	5.37	6.25	6.37	6.52	7.02	...	...	p 7.24	7.27	7.47	p 7.59	8.02	8.13	...	p 8.25	...	8.38
Glassboro, N. J.	5.39	6.27	6.39	6.54	7.04	...	...	...	7.29	7.49	...	8.04	...	...	...	...	8.40
Westville, N. J.	5.42	6.30	6.42	6.57	7.07	...	...	...	7.32	7.52	...	8.07	...	...	...	...	8.43
Penn, N. J.	5.44	6.32	6.44	6.59	7.09	...	...	...	7.34	7.54	...	8.09	...	...	...	...	8.45
Gloucester, N. J.	f 5.45	f 6.33	f 6.45	f 7.00	f 7.10	...	...	...	f 7.35	f 7.55	...	f 8.10	...	...	...	...	f 8.46
Fair, N. J.	f 5.47	f 6.35	f 6.47	f 7.02	f 7.12	...	...	...	f 7.37	f 7.57	...	f 8.12	...	...	...	...	f 8.48
Penn, N. J.	5.49	6.37	6.49	7.04	7.14	...	...	...	7.39	7.59	...	8.14	...	...	...	...	8.50
Camden, N. J.	f 5.52	f 6.40	f 6.52	f 7.08	f 7.18	...	b 7.30	b 7.35	f 7.42	f 8.02	...	f 8.17	...	...	...	...	f 8.53
Broadway, N. J.	5.54	6.42	6.54	7.10	7.20	...	...	...	7.44	8.04	...	8.19	...	...	...	...	8.55
Camden, N. J.	f 5.56	f 6.44	f 6.56	f 7.12	f 7.22	...	...	...	f 7.46	f 8.06	...	f 8.21	...	...	...	...	f 8.57
Walt, N. J.	d 6.00	d 6.48	d 7.00	d 7.16	d 7.26	d 7.29	d 7.36	...	d 7.50	d 8.10	d 8.15	d 8.25	d 8.28	d 8.36	d 8.40	d 8.46	d 9.01
Philadelphia, Pa. (Market St. Wharf) Arrive	6.02	6.50	7.02	7.18	7.28	7.32	7.38	7.46	7.52	8.12	8.18	8.27	8.30	8.38	8.43	8.49	9.03
	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M

a Stops only to discharge passengers.
b Stops only to receive passengers.
c Stops only to discharge passengers.
d Electric trains.
f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.
l For additional service from Ocean City, see page 17.
p Steam trains.
x Baggage service.

Atlantic City and Ocean City (via Newfield) and Cape May to Philadelphia

For steam service from Atlantic City, see pages 4 and 5.

WEEK-DAYS

Leave	1100	2126 1228	1432	1904	1633	1236	1244	1646	2128 1252	1808	2006	1906	1960	1464	1468	1668	2154 1268	1476	1276
	A M X	A M X	A M X	A M X	A M	A M	A M	A M	A M X	Note 1 X	P M X	P M X	P M Note 1	P M X	P M Note 1	P M X	P M H	P M Note 1	P M
Cape May, N. J.	p 6.53	p 6.53							p 9.40										
Bennett, N. J.	f 6.59	f 6.59							9.46										
Rio Grande, N. J.	f 7.04	f 7.04							9.51										
Wildwood Junction, N. J.	n 7.12	{n7.12 / 7.17}							n 9.58										
Cape May Court House, N. J.	7.16	7.22							10.15										
Swain, N. J.	...	7.28							10.22										
South Seaville, N. J.	...	7.35							10.29										
Sea Isle Junction, N. J.	m7.31	m7.40							q10.35										
Mt. Pleasant, N. J.	...	f 7.45							f10.40										
Woodbine, N. J.		7.51							10.45										
Belleplain, N. J.		7.59							10.51										
Manumuskin, N. J.		8.09							11.02								p 1.02		
Menantico, N. J.		f 8.15							f11.08								f 1.10		
Millville, N. J. Arrive		8.22							11.15								1.20		
Millville, N. J. Leave		e 8.27				e 9.27	e10.27		e 11.27				e12k27				e1.27		e1
Clayville, N. J.		...				...	...		f11.31				f12k31				f 1.31		
South Vineland, N. J.		8.33				9.33	10.33		11.33				12k33				1.33		1
Vineland, N. J.		8.38				9.38	10.38		11.38				12k38				1.38		1
North Vineland, N. J.		f 8.44				f 9.44	f10.44		f11.44				f12k44				f 1.44		f 1
Newfield, N. J. Arrive		8.47				9.48	10.47		11.48				12k47				1.48		1
Atlantic City, N. J. (Tennessee Avenue) Leave					e 9.00			e10.45								e12.45			
Ocean City, N. J. (Opp. Penna. Sta.) (A.C.&S.R.R.) Lv.					f 8.40			f10.10								f12.10			
Somers Point, N. J.					8.47			10.17								12.17			
Pleasantville, N. J. Arrive					9.05			10.35								12.35			
Pleasantville, N. J. (Penna. Sys.) Leave					9.09			10.55								12.55			
Pleasantville Cemetery, N. J.					...			f10.56								f12.56			
Mount Calvary, N. J.					...			f10.58								f12.58			
Cardiff, N. J.					...			f11.01								f 1.01			
McKee City, N. J.					...			11.05								1.05			
Reega, N. J.					...			f11.09								f1.09			
Court House Platform, N. J. (Mays Landing)					9.22			11.14								1.14			
Mays Landing, N. J.					...			11.16								1.16			
Mizpah, N. J.					...			f11.24								f 1.24			
Richland, N. J.					...			11.27								1.27			
Buena, N. J.					...			f11.32								f 1.32			
Minotola, N. J.					...			11.36								1.36			
Forest Grove, N. J.					...			f11.39								f 1.39			
Newfield, N. J. Arrive					9.45			11.45								1.45			
Newfield, N. J. Leave		8.47			9.45	9.48	10.47	11.45	11.48				12k47			1.45	1.48		1
Malaga, N. J.		8.51			...	9.52	10.51	...	11.52				12k51			...	1.52		1
Iona, N. J.		f 8.54			...	f 9.55	f10.54	...	f11.55				f12k54			...	1.55		f 1
Franklinville, N. J.		8.57			...	9.58	10.57	...	11.58				12k57			...	1.58		1
Clayton, N. J.		9.02			...	10.03	11.02	...	12.03				1k02			...	2.03		2
South Glassboro, N. J.		f 9.05			...	f10.06	f11.05	...	f12.06				f 1k05			...	f 2.05		f 2
Glassboro, N. J.		9.08	e 9.14		10 .01	10.10	11.08	12.01	12.10		p12.56		1k02	e1.10	e1k35	2.01	2.10	e2k25	2
Pitman, N. J.		9.11	9.17		...	10.13	11.11	...	12.13		12.59		1k11	1.13	1k38	...	2.13	2k30	2
Sewell, N. J.		...	9.21		...	10.17	11.15	...	12.17		...		...	1.17	1k42	...	2.17	2k42	2
Wenonah, N. J.		...	9.24		...	10.20	11.18	...	12.20		...		...	1.20	1k45	...	2.20	2k45	2
Woodbury Heights, N. J.		...	9.27		...	10.23	11.21	...	12.23		...		...	1.23	1k48	...	2.23	2k48	2
Woodbury, N. J.		...	9.31	p10.04	...	10.27	11.25	12.13	12.27	p1k00	1.09	p 1.15	...	1.27	1k52	2.13	2.27	2k53	2
North Woodbury, N. J.		...	9.33	...	...	10.29	11.27	...	12.29	...	...	...	...	1.29	1k54	...	2.29	2k54	2
South Westville, N. J.		...	9.36	...	...	10.32	11.30	...	12.32	...	...	...	...	1.32	1k57	...	2.32	2k57	2
Westville, N. J.		...	9.38	...	...	10.34	11.32	...	12.34	...	...	...	...	1.34	1k59	...	2.34	2k59	2
Brooklawn, N. J.		...	f 9.39	...	...	f10.35	f11.33	...	f12.35	...	...	...	...	f 1.35	f 2k00	...	f 2.35	f 3k00	f 3
South Gloucester, N. J.		...	f 9.41	...	...	f10.37	f11.35	...	f12.37	...	...	...	...	f 1.37	f 2k02	...	f 2.37	f 3k02	f 3
Gloucester, N. J.		...	9.43	...	...	10.39	11.37	...	12.39	...	...	...	...	1.39	2k04	...	2.39	3k04	3
Yorkship, N. J.		...	f 9.46	...	...	f10.42	f11.40	...	f12.42	...	...	...	...	f 1.42	f 2k07	...	f 2.42	f 3k07	f 3
South Camden, N. J.		...	9.48	...	...	10.44	11.42	...	12.44	...	...	...	...	1.44	2k09	...	2.44	3k09	3
Kaighn Avenue, N. J.		...	f 9.50	...	...	f10.46	f11.44	...	f12.46	...	...	...	...	f 1.46	f 2k11	...	f 2.46	f 3k11	f 3
Broadway, N. J.	...	d 9.36	d 9.54	d10 19	d10.28	d10.50	d 11.48	d12.23	d12.50	...	d 1.25	d 1.31	d1k35	d 1.50	d2k15	d 2.23	d 2.50	d3k23	d 3
Camden, N. J.	8.36	9.38	9.56	10.22	10.30	10.52	11.50	12.30	12.52	k1.18	1.28	1.34	1k39	1.52	2k17	2.30	2.52	3k25	3
Philadelphia, Pa. (Market Street Wharf) Arrive	8.43 A M	9.47 A M	10.05 A M	10.30 A M	10.40 A M	11.00 A M	12.00 NOON	12.40 P M	1.00 P M	k1.25 P M	1.35 P M	1.45 P M	1k45 P M	2.00 P M	2k25 P M	2.42 P M	3.00 P M	3k35 P M	3 P M

Runs Saturdays only.

Runs Saturdays only

Runs Saturdays only.

Note 1.—See note in column giving days this train will run.

a Stops only on signal or notice to Agent to receive passengers.
b Stops only on notice to Conductor to discharge passengers.
d Stops only to discharge passengers.
e Electric trains.
f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.
k Saturday only.
l For additional service from Ocean City, see page 17.
m Connects from Ocean City and Stone Harbor Branches, see page 17.
n Connects from Wildwood Branch, see page 16.
p Steam trains.
q Connects from Ocean City Branch, see page 17.
z Week-days except Saturday.
H Baggage service Maurice River to Millville.
X Baggage service.

Atlantic City and Ocean City (via Newfield) and Cape May to Philadelphia

WEEK-DAYS

For steam service from Atlantic City, see pages 4 and 5.	2004	2130 1234	1903	1492	1292	2134 2412	1500	1694	1300	1508	1814	2134	2156 2134	1712	1520	1324	1728	1536	1340	1744	1400
Leave	P M X	P M X	P M X	P M	P M	P M X	P M	P M X	P M X	P M	P M	P M X	P M X	P M X	P M	P M	P M	P M	P M	P M	A M
ape May, N. J.		p 1.50				p 4.12						p 4.12									
ennett, N. J.		1.56				4.18						4.18									
n Grande, N. J.		2.01				4.23						4.23									
ildwood Junction, N. J.		n 2.08				n 4.34						n 4.34									
ape May Court House, N. J.		2.13				4.39						4.47									
ain, N. J.		2.19				...						4.54									
uth Seaville, N. J.		2.26				...						5.06									
a Isle Junction, N. J.		m2.32				m4.54						m5.14									
. Pleasant, N. J.		f 2.37										f 5.20									
oodbine, N. J.		2.43										5.25									
leplain, N. J.		2.50										5.32									
anumuskin, N. J.		3.02										5.42	p 5.56								
enantico, N. J.		f 3.08										f 5.48	f 6.03								
illville, N. J. Arrive		3.15										5.55	6.13								
illville, N. J. Leave		e 3.27			e 4.27				e 5.27			p 6.18				e 8.27			e10.27		
yville, N. J.		f 3.31			...				f 5.31			...				...			f10.31		
uth Vineland, N. J.		3.33			4.33				5.33			6.25				8.33			10.33		
eland, N. J.		3.38			4.38				5.38			6.36				8.38			10.39		
uth Vineland, N. J.		f 3.44			f 4.44				f 5.44			f 6.43				f 8.44			f10.45		
ewfield, N. J. Arrive		3.48			4.47				5.48			6.48				8.47			10.49		
lantic City, N. J. (Tennessee Avenue) Leave								e 4.45						e 7.00			e 9.00			e11.00	
ean City, N. J. (Opp. Penna. Sta.) (A.C.&S.R.R.) Lv.								l 4.10						l 6.40			l 8.40			l10.40	
mers Point, N. J.								4.17						6.47			8.47			10.47	
asantville, N. J. Arrive								4.35						7.05			9.05			11.05	
asantville, N. J. (Penna. Sys.) Leave								4.55						7.09			9.09			11.09	
asantville Cemetery, N. J.								f 4.56						...			...			...	
unt Calvary, N. J.								f 4.58						...			...			...	
dliff, N. J.								f 5.01						b 7.14			...			g11.14	
Kee City, N. J.								5.05						b 7.16			...			g11.16	
ega, N. J.								f 5.09						...			...			f11.19	
urt House Platform, N. J. (Mays Landing)								5.14						7.22			9.22			11.24	
ys Landing, N. J.								5.16						...			...			...	
pah, N. J.								f 5.24						...			...			f11.33	
eland, N. J.								5.27						...			9.33			11.36	
na, N. J.								f 5.32						...			...			...	
otola, N. J.								5.36						7.39			...			11.42	
est Grove, N. J.								f 5.39						...			...			...	
ewfield, N. J. Arrive								5.45						7.45			9.45			11.49	
ewfield, N. J. Leave		3.48			4.47			5.45	5.48			6.48		7.45		8.47	9.45		10.49	11.49	
aga, N. J.		3.52			4.51			...	5.52			6.53		...		8.51	...		10.53	...	
a, N. J.		f 3.55			f 4.54			...	f 5.55			f 6.57		...		f 8.54	...		f10.56	...	
nkinville, N. J.		3.58			4.57			...	5.58			7.01		...		8.57	...		10.59	...	
yton, N. J.		4.03			5.02			...	6.03			7.07		...		9.02	...		11.05	...	
th Glassboro, N. J.		f 4.06			f 5.05			...	f 6.06			f 7.11		...		f 9.05	...		f11.08	...	
assboro, N. J.	p 4.04	4.10		e 4.40	5.08		e 5.43	6.01	6.10	e 6.43		7.16		8.01	e 8.05	9.08	10.01	e10.05	11.12	12.03	e12.05
man, N. J.	4.07	4.13		4.43	5.11		5.46	...	6.13	6.46		7.20		...	8.03	9.11	...	10.03	11.15	...	12.08
ell, N. J.	...	4.17		4.47	...		5.50	...	6.17	6.50		...		...	8.12	9.15	...	10.12	11.20	...	12.12
onah, N. J.	...	4.20		4.50	...		5.53	...	6.20	6.53		...		...	8.15	9.18	...	10.15	11.23	...	12.15
odbury Heights, N. J.	...	4.23		4.53	...		5.56	...	6.23	6.56		...		...	8.18	9.21	...	10.18	11.26	...	12.18
odbury, N. J.	4.18	4.27	p 4.54	4.57	5.21		6.00	6.13	6.27	7.00	p 7.16	7.33		...	8.22	9.25	...	10.22	11.30	12.15	12.22
th Woodbury, N. J.	...	4.29	...	4.59	...		6.02	...	6.29	7.02	...	...		...	8.24	9.27	...	10.24	11.32	...	12.24
th Westville, N. J.	...	4.32	...	5.02	...		6.05	...	6.32	7.05	...	...		...	8.27	9.30	...	10.27	11.35	...	12.27
stville, N. J.	...	4.34	...	5.04	...		6.07	...	6.34	7.07	...	...		...	8.29	9.32	...	10.29	11.37	...	12.29
oklawn, N. J.	...	f 4.35	...	f 5.05	...		f 6.08	...	f 6.35	f 7.08	...	...		...	f 8.30	f 9.33	...	f10.30	f11.38	...	f12.30
th Gloucester, N. J.	...	f 4.37	...	f 5.07	...		f 6.10	...	f 6.37	f 7.10	...	...		...	f 8.32	f 9.35	...	f10.32	f11.40	...	f12.32
ucester, N. J.	...	4.39	...	5.09	...		6.12	...	6.39	7.12	...	...		...	8.34	9.37	...	10.34	11.42	...	12.34
kship, N. J.	...	f 4.42	f 5.05	f 5.12	...		f 6.15	...	f 6.42	f 7.15	...	...		...	f 8.37	f 9.40	...	f10.37	f11.45	...	f12.37
th Camden, N. J.	...	4.44	...	5.14	...		6 17	...	6.44	7.17	...	...		...	8.39	9.42	...	10.39	11.47	...	12.39
gin Avenue, N. J.	...	f 4.46	...	f 5.16	...		f 6.19	...	b 6.46	f 7.19	...	...		...	f 8.41	f 9.44	...	f10.41	f11.49	...	f12.41
adway, N. J.	d 4.33	d 4.50	d 5.11	d 5.20	d 5.36	...	d 6.33	d 6.23	d 6.50	d 7.23	d 7.30	d 7.50		d 8.28	d 8.45	d 9.48	d10.28	d10.45	d11.53	d12.33	d12.45
amden, N. J.	4.36	4.52	5.14	5.22	5.38	6.00	6.25	6.30	6.52	7.25	7.33	7.53		8.30	8.47	9.50	10.30	10.47	11.55	12.35	12.47
Philadelphia, Pa. (Market Street Wharf) Arrive	4.43	4.59	5.23	5.31	5.47	6.07	6.35	6.40	7.00	7.35	7.40	8.00		8.40	8.55	10.00	10.40	10.55	12.05	12.45	12.55
	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M		P M	P M	P M	P M	P M	A M	A M	A M

a Stops only on signal or notice to Agent to receive passengers.
b Stops only on notice to Conductor to discharge passengers.
d Stops only to discharge passengers.
e Electric trains.
f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.
g Stops Saturday nights only on notice to Conductor to discharge passengers.
l For additional service from Ocean City, see page 17.
m Connects from Ocean City and Stone Harbor Branches, see page 17.
n Connects from Wildwood Branch, see page 16.
p Steam trains.
X Baggage service.

Atlantic City and Ocean City (via Newfield) and Cape May to Philadelphia

For steam service from Atlantic City, see pages 4 and 5.

SUNDAYS

Leave	1406	2040	1940	1212	1850	1614	2166 2456 1288	2042	1942	1632	1836	2188 1244	1646	1862	1960	1662	1268	1276	1680	2168 1284	1944	1282
	A M	A M X	A M X	A M	A M X	A M X	A M G	A M X	A M X	A M	A M X	A M H	A M	A M	P M	P M	P M	P M	P M	P M G	P M X	P M X
Cape May, N. J.							p 6.45													p 2.00		
Bennett, N. J.							6.51													2.06		
Rio Grande, N. J.							6.56													2.11		
Wildwood Junction, N. J.							n 7.02 7.08													n 2.16		
Cape May Court House, N. J.							7.14													2.34		
Swain, N. J.							7.19													2.30		
South Seaville, N. J.							7.26													2.27		
Sea Isle Junction, N. J.							q 7.32													m2.43		
Mt. Pleasant, N. J.							f 7.38													f 2.49		
Woodbine, N. J.							7.42													2.53		
Belleplain, N. J.							7.48													2.59		
Manumuskin, N. J.							7.58					p 9.28								3.09		
Menantico, N. J.							f 8.04					...								f 3.15		
Millville, N. J. Arrive							8.11					9.40								3.22		
Millville, N. J. Leave				e 6.27			e 8.27				e 9.27	e10:27		e11.27	e12.27		e 1.27	e 2.27		e 3.27		e 4.27
Clayville, N. J.				f 6.31			...				...	...		f11.31	...		...	...		f 3.31		...
South Vineland, N. J.				6.33			8.33				9.33	10.33		11.33	12.33		1.33	2.33		3.33		4.33
Vineland, N. J.				6.38			8.38				9.38	10.38		11.38	12.38		1.38	2.38		3.38		4.38
North Vineland, N. J.				f 6.44			f 8.44				f 9.44	f10.44		f11.44	f12.44		f 1.44	f 2.44		f 3.44		f 4.44
Newfield, N. J. Arrive				6.47			8.47				9.47	10.47		11.47	12.48		1.48	2.47		3.48		4.47
Atlantic City, N.J. (Tenn. Ave.) Lv.						e 6.45				e 9.00			e10.45			e12.45			e 3.00			
Ocean City, N.J. (Opposite Penna. Sta.) (A. C. & S. R. R.) Leave						l 6.20				l 8.40			l10.10			l12.10			l 2.40			
Somers Point, N. J.						6.27				8.47			10.17			12.17			2.47			
Pleasantville, N. J. Arrive						6.45				9.05			10.35			12.35			3.05			
Pleasantville, N.J. (Penna. System) Lv.						6.55				9.09			10.55			12.55			3.09			
Pleasantville Cemetery, N. J.						f 6.56				...			f10.56			f12.56			...			
Mount Calvary, N. J.						f 6.58				...			f10.58			f12.58			...			
Cardiff, N. J.						f 7.01				...			f11.01			f 1.01			...			
McKee City, N. J.						7.05				...			11.05			1.05			...			
Reega, N. J.						f 7.09				...			f11.09			f 1.09			...			
Court House Platform, N. J. (Mays Landing)						7.14				9.22			11.14			1.14			3.22			
Mays Landing, N. J.						7.16				...			11.16			1.16			...			
Mizpah, N. J.						f 7.24				...			f11.24			f 1.24			...			
Richland, N. J.						7.27				...			11.27			1.27			...			
Buena, N. J.						f 7.32				...			f11.32			f 1.32			...			
Minotola, N. J.						7.36				...			11.36			1.36			...			
Forest Grove, N. J.						f 7.39				...			f11.39			f 1.39			...			
Newfield, N. J. Arrive						7.45				9.45			11.45			1.45			3.45			
Newfield, N. J. Leave				6.47		7.45	8.47			9.45	9.47	10.47	11.45	11.47	12.48	1.45	1.48	2.47	3.45	3.48		4.47
Malaga, N. J.				6.51		...	8.51			...	9.51	10.51	...	11.51	12.52	...	1.52	2.51	...	3.52		4.51
Iona, N. J.				f 6.54		...	f 8.54			...	f 9.54	f10.54	...	f11.54	f12.55	...	f 1.55	f 2.54	...	f 3.55		f 4.54
Franklinville, N. J.				6.57		...	8.57			...	9.57	10.57	...	11.57	12.58	...	1.58	2.57	...	3.58		4.57
Clayton, N. J.				7.02		7.55	9.02			...	10.02	11.02	...	12.02	1.03	...	2.03	3.02	...	4.03		5.03
South Glassboro, N. J.				f 7.05		...	f 9.05			...	f10.05	f11.05	...	f12.05	f 1.06	...	f 2.06	f 3.05	...	f 4.06		f 5.06
Glassboro, N. J.	e 5.48	p 6.53		7.08		8.01	9.08	p 9.22		...	10.08	11.08	12.01	12.08	1.10	2.01	2.10	3.08	...	4.10		5.10
Pitman, N. J.	5.52	6.57		7.11		...	9.11	...		...	10.11	11.11	...	12.11	1.13	...	2.13	3.11	...	4.13		...
Sewell, N. J.	5.55	7.01		7.15		...	9.15	...		...	10.15	11.15	...	12.15	1.17	...	2.17	3.15	...	4.17		...
Wenonah, N. J.	5.58	7.05		7.18		8.09	9.18	...		...	10.18	11.18	...	12.18	1.20	...	2.20	3.18	...	4.20		...
Woodbury Heights, N. J.	6.01	...		7.21		...	9.21	...		...	10.21	11.21	...	12.21	1.23	...	2.23	3.21	...	4.23		...
Woodbury, N. J.	6.05	b 7.09	p 7.16	7.25	p 7.49	8.13	9.25	...	p 9.50	...	10.25	11.25	12.13	12.25	1.27	2.13	2.27	3.25	...	4.27	p 5.17	...
North Woodbury, N. J.	6.07	...	...	7.27	...	...	9.27	...	...	...	10.27	11.27	...	12.27	1.29	...	2.29	3.27	...	4.29	...	...
South Westville, N. J.	6.10	...	...	7.30	...	...	9.30	...	...	...	10.30	11.30	...	12.30	1.32	...	2.32	3.30	...	4.32	...	...
Westville, N. J.	6.12	...	...	7.32	...	...	9.32	...	...	...	10.32	11.32	...	12.32	1.34	...	2.34	3.32	...	4.34	...	...
Brooklawn, N. J.	f 6.13	...	...	f 7.33	...	...	f 9.33	...	...	...	f10.33	f11.33	...	f12.33	f 1.35	...	f 2.35	f 3.33	...	f 4.35	...	...
South Gloucester, N. J.	f 6.15	...	...	f 7.35	...	...	f 9.35	...	...	...	f10.35	f11.35	...	f12.35	f 1.37	...	f 2.37	f 3.35	...	f 4.37	...	...
Gloucester, N. J.	6.17	...	...	7.37	...	...	9.37	...	...	...	10.37	11.37	...	12.37	1.39	...	2.39	3.37	...	4.39	...	...
Yorkship, N. J.	f 6.20	...	...	f 7.40	...	...	f 9.40	...	...	...	f10.40	f11.40	...	f12.40	f 1.42	...	f 2.42	f 3.40	...	f 4.42	...	...
South Camden, N. J.	6.22	...	...	7.42	...	...	9.42	...	...	...	10.42	11.42	...	12.42	1.44	...	2.44	3.42	...	4.44	...	...
Kaighn Avenue, N. J.	f 6.24	...	...	f 7.44	...	...	f 9.44	...	...	...	f10.44	f11.44	...	f12.44	f 1.46	...	f 2.46	f 3.44	...	f 4.46	...	...
Broadway, N. J.	d 6.28	d 7.24	d 7.33	d 7.48	d 8.05	d 8.28	d 9.48	d 9.50	d10.05	d10.28	d10.48	d11.48	d12.28	d12.48	d 1.50	d 2.28	d 2.50	d 3.48	d 4.26	d 4.50	d 5.33	d 5.33
Camden, N. J.	6.30	7.27	7.36	7.50	8.08	8.30	9.50	9.55	10.08	10.30	10.50	11.50	12.30	12.50	1.52	2.30	2.52	3.50	4.30	4.52	5.36	5.36
Philadelphia, Pa. (Market St. Wharf)	6.45	7.35	7.45	8.00	8.15	8.40	10.00	10.00	10.15	10.40	11.00	12.00	12.40	1.00	2.00	2.40	3.00	4.00	4.40	5.00	5.45	5.45
Arrive	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	A M	NOON	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M

b Stops only on notice to Conductor to discharge passengers.
d Stops only to discharge passengers.
e Electric trains.
f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.
l For additional service from Ocean City, see page 17.
m Connects from Ocean City and Stone Harbor Branches, see page 17.
n Connects from Wildwood Branch, see page 16.
p Steam trains.
q Connects from Ocean City Branch, see page 17.
X Baggage service.
G Baggage service Cape May to Millville.
H Baggage service Maurice River to Millville.

Atlantic City and Ocean City (via Newfield) and Cape May to Philadelphia

SUNDAYS

Leave	1496	1150	1694	1300	1504	2292	1152	1303	1512	2644	1712	2190 1316	1520	1852	1946	1324	1523	1723	1332	1536	1340	1744	1400
	P M X	P M X	P M X	P M	P M	P M	P M	P M	P M	P M X	P M	P M H	P M	P M	P M	P M	P M	P M	P M	P M	P M	P M	A M
...e May, N. J.		p 4.05					p 5.40																
...nett, N. J.		4.11					...																
...Grande, N. J.		4.16					f 5.49																
...dwood Junction, N. J.		n 4.23					n 6.00																
...e May Court House, N. J.		4.29					6.08																
...n, N. J.		4.35					...																
...h Seaville, N. J.		4.42					...																
...Isle Junction, N. J.		m4.49				...	...																
...Pleasant, N. J.		...					...																
...dbine, N. J.																							
...plain, N. J.																							
...numuskin, N. J.												p 6.48											
...antico, N. J.												f 6.54											
...ville, N. J. Arrive												7.01											
...ville, N. J. Leave				e 5.27				e 6.27				e 7.27				e 8.27			e 9.27		e10.27		
...ville, N. J.				f 5.31				...				...				...			...		...		
...n Vineland, N. J.				5.33				6.33				7.33				8.33			9.33		10.33		
...land, N. J.				5.38				6.38				7.38				8.38			9.38		10.39		
...n Vineland, N. J.				f 5.44				f 6.44				f 7.44				f 8.44			f 9.44		f10.45		
...wfield, N. J. Arrive				5.47				6.47				7.47				8.47			9.47		10.49		
...antic City, N. J. (Tenn. Ave.) Leave			e 4.45								e 7.00							e 9.00				e11.00	
...tic City, N. J. (Opposite Penna. Sta.)																							
...R. C. & S. R. R.) Leave			l 4.10								l 6.40							l 8.40				f10.40	
...ers Point, N. J.			4.17								6.47							8.47				10.47	
...santville, N. J. Arrive			4.35								7.05							9.05				11.05	
...santville, N. J. (Penna. S, stem) Lv.			4.55								7.09							9.09				11.09	
...santville Cemetery, N. J.			f 4.56								...							...				...	
...nt Calvary, N. J.			f 4.58								...							...				...	
...ff, N. J.			f 5.01								...							...				...	
...ee City, N. J.			5.05								...							...				...	
...a, N. J.			f 5.09								...							...				f11.19	
...House Platform, N. J. (MaysLanding)			5.14			Excursion Train.					7.22							9.22				11.24	
...s Landing, N. J.			6.16								...							...				...	
...ah, N. J.			f 5.24								...							...				f11.33	
...land, N. J.			5.27								...							...				11.36	
...a, N. J.			f 5.32								...							...				...	
...tola, N. J.			5.36								7.39							...				11.42	
...t Grove, N. J.			f 5.39								...							...				...	
...wfield, N. J. Arrive			5.45								7.45							9.45				11.49	
...wfield, N. J. Leave			5.45	5.47				6.47			7.45	7.47				8.47		9.45	9.47		10.49	11.49	
...a, N. J.			...	6.51				6.51			...	7.51				8.51		...	9.51		10.53	...	
...N. J.			...	f 5.54				f 6.54			...	f 7.54				f 8.54		...	f 9.54		f10.56	...	
...kinville, N. J.			...	5.57				6.57			...	7.57				8.57		...	9.57		10.59	...	
...on, N. J.			...	6.02				7.02			...	8.02				9.02		...	10.02		11.05	...	
...Glassboro, N. J.			...	f 6.05				f 7.05			...	f 8.05				f 9.05		...	f10.05		f11.08	...	
...boro, N. J.	e 5.10		6.01	6.08	e 6.10			7.08	e 7.10	p 7.51	8.01	8.08	e 8.10			9.08	e 9.10	10.01	10.08	e10.10	11.12	12.03	e12.05
...an, N. J.	5.13		...	6.11	6.13			7.11	7.13	...	...	8.11	8.13			9.11	9.13	...	10.11	10.13	11.15	...	12.08	
...N. J.	5.17		...	...	6.17			...	7.17	...	...	...	8.17			...	9.17	...	...	10.17	11.20	...	12.12	
...onah, N. J.	5.20		...	...	6.20			...	7.20	...	...	...	8.20			...	9.20	...	...	10.20	11.23	...	12,15	
...bury Heights, N. J.	5.23		...	...	6.23			...	7.23	...	...	...	8.23			...	9.23	...	...	10.23	11.26	...	12.18	
...dbury, N. J.	5.27		6.13	...	6.27			...	7.27	8.04	...	...	8.27	p 8.52	p 9.02	...	9.27	...	...	10.27	11.30	12.15	12.22	
...h Woodbury, N. J.	5.29		...	...	6.29			...	7.29	...	...	...	8.29	...	...	...	9.29	...	...	10.29	11.32	...	12.24	
...Westville, N. J.	5.32		...	...	6.32			...	7.32	...	...	...	8.32	...	...	...	9.32	...	...	10.32	11.35	...	12.27	
...ville, N. J.	5.34		...	...	6.34			...	7.34	...	...	...	8.34	...	...	...	9.34	...	...	10.34	11.37	...	12.29	
...dawn, N. J.	f 5.35		...	...	f 6.35			...	f 7.35	...	...	...	f 8.35	...	...	...	f 9.35	...	...	f10.35	f11.38	...	f 12,30	
...h Gloucester, N. J.	f 5.37		...	...	f 6.37		Excursion train.	...	f 7.37	...	...	...	f 8.37	...	...	...	f 9.37	...	...	f10.37	f11.40	...	f 12.32	
...ucester, N. J.	5.39		...	...	6.39			...	7.39	...	...	...	8.39	...	...	...	9.39	...	...	10.39	11.42	...	12.34	
...ship, N. J.	f 5.42		...	...	f 6.42			...	f 7.42	...	...	...	f 8.42	...	...	...	f 9.42	...	...	f10.42	f11.45	...	f 12.37	
...h Camden, N. J.	5.44		...	...	6.44			...	7.44	...	...	...	8.44	...	...	...	9.44	...	...	10.44	11.47	...	12.39	
...on Avenue, N. J.	f 5.46		...	...	f 6.46			...	f 7.46	...	...	...	f 8.46	...	...	...	f 9.46	...	...	f10.46	f11.49	...	f 12.41	
...dway, N. J.	d 5.50	d 5.59	d 6.28	d 6.36	d 6.50	...	...	d 7.36	d 7.50	d 8.20	d 8.28	d 8.36	d 8.50	d 9.09	d 9.19	d 9.36	d 9.50	d10.28	d10.36	d10.50	d11.53	d12.33	d12.45
...den, N. J.	5.52	6.02	6.30	6.38	6.52	p 7.27	7.35	7.38	7.52	8.23	8.30	8.38	8.52	9.12	9.22	9.38	9.52	10.30	10.38	10.52	11.55	12.35	12.47
...delphia, Pa. (Market St. Wharf) Arrive	6.00 P M	6.10 P M	6.40 P M	6.45 P M	7.00 P M	7.35 P M	7.45 P M	7.45 P M	8.00 P M	8.30 P M	8.40 P M	8.45 P M	9.00 P M	9.20 P M	9.30 P M	9.45 P M	10.00 P M	10.40 P M	10.45 P M	11.00 P M	12.05 A M	12.45 A M	12.55 A M

d Stops only to discharge passengers.
e Electric trains.
f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.
l For additional service from Ocean City, see page 17.

m Connects from Ocean City and Stone Harbor Branches, see page 17.
n Connects from Wildwood Branch, see page 16.
p Steam trains.
X Baggage service.
H Baggage service Maurice River to Millville.

Wildwood Branch

Dist.		WEEK-DAYS						SUNDAYS			
		2427	2403	2407	2431	2133		2451	2469	2481	2471
	Leave	A M X	A M X	P M Note 1	P M X	P M X		A M	A M X	P M X	P M G
.0	**Philadelphia, Pa.** (Market Street Wharf)	p 5.20	p 8.44	p 1k15	e12j30	p 4.08		p 7.00	p 8.40	...	e 3.45
	Camden, N. J.	5.30	8.52	1k23	12j42	4.15		7.08	8.47	...	3.58
	Broadway, N. J.	c 5.33	...	...	c12j44	...		...	c 8.50	...	c 4.00
62.1	**Sea Isle Junction, N. J.**	8.02	10.04	2k40	p 2.53	5.24		...	10.04	...	p 5.52
73.3	**Wildwood Junction, N. J.** Arrive	8.26	10.20	2k56	3.16	5.41		8.44	10.22	...	6.15
73.3	**Wildwood Junction, N. J.** Leave	8.29	10.21	2k57	3.19	5.44		8.45	10.25	p 2.30	6.17
76.3	Grassy Sound, N. J.	f 8.36	f10.27	f 3k04	f 3.26	f 5.50		f 8.52	f10.32	f 2.37	f 6.24
77.0	Beach Creek, N. J.	f 8.38	f10.29	f 3k06	f 3.28	f 5.52		f 8.54	f10.34	f 2.39	f 6.26
77.5	Hereford, N. J.	f 8.39	...	...	f 3.29	...		f 8.56	f10.35	f 2.40	f 6.27
78.1	Anglesea, N. J.	8.41	10.32	3k09	3.31	5.55		8.59	10.37	2.42	6.29
79.0	North Wildwood, N. J.	8.44	10.34	3k11	3.34	5.57		9.03	10.40	2.44	6.32
79.8	**Wildwood, N. J.**	8.47	10.37	3k15	3.38	5.59		9.08	10.44	2.47	6.36
80.5	Andrews Avenue (Wildwood), N. J.	8.52	10.43	3k20	3.42	6.05		9.12	10.49	2.49	6.39
81.2	**Wildwood Crest, N. J.**	8.55	10.46	3k23	3.45	6.08		9.15	10.52	2.52	6.42
	Arrive	A M	A M	P M	P M	P M		A M	A M	P M	P M

Runs Saturdays only. Withdrawn after Dec. 1, 1923. Begins running again March 6, 1924.

Excursion train.

	WEEK-DAYS					SUNDAYS			
	2136	2428	2430	2412		2466	2468	2450	2452
Leave	A M X	A M X	P M X	P M X		A M G	P M G	P M X	P M
Wildwood Crest, N. J.	p 6.45	p 9.25	p 1.37	p 4.08		p 6.40	p 1.48	p 3.53	p 6.30
Andrews Avenue (Wildwood), N. J.	6.48	9.28	1.40	4.11		6.43	1.51	3.56	6.33
Wildwood, N. J.	6.52	9.33	1.44	4.16		6.47	1.56	4.00	6.38
North Wildwood, N. J.	6.54	9.35	1.46	4.17		6.49	1.57	4.02	6.40
Anglesea, N. J.	6.57	9.38	1.49	4.20		6.52	2.00	4.05	6.44
Hereford, N. J.	...	f 9.40	f 1.51	...		f 6.54	f 2.02	f 4.07	f 6.46
Beach Creek, N. J.	f 7.00	f 9.41	f 1.52	f 4.23		f 6.55	f 2.03	f 4.08	f 6.47
Grassy Sound, N. J.	f 7.02	f 9.43	f 1.54	f 4.25		f 6.57	f 2.05	f 4.10	f 6.49
Wildwood Junction, N. J. Arrive	7.08	9.51	2.01	4.31		7.05	2.13	4.18	6.56
Wildwood Junction, N. J. Leave	7.12	9.58	2.08	4.34		7.08	2.18	4.23	6.59
Sea Isle Junction, N. J.	7.31	10.35	2.32	4.54		7.32	2.43	4.49	...
Broadway, N. J.	...	d12e50	d4e50	...		d9e48	d4e50	d 5.59	...
Camden, N. J.	8.36	12.52	4.52	6.00		9.50	4.52	6.02	7.25
Philadelphia, Pa. (Market Street Wharf)	8.43	1.00	4.59	6.07		10.00	5.00	6.10	7.45
Arrive	A M	P M	P M	P M		A M	P M	P M	P M

Excursion train.

Maurice River Branch

Dist.		WEEK-DAYS			SUNDAYS	
		2151	2153	2155	2187	2189
	Leave	A M X	A M X	P M X	A M XX	P M XX
.0	**Philadelphia, Pa.** (Market St. Whf.)		e 7.32	e 2.30	e 6.30	e 3.45
	Camden, N. J.		7.42	2.42	6.42	3.58
	Broadway, N. J.		c 7.44	c 2.44	c 6.44	c 4.00
9.6	Woodbury, N. J.		8.06	3.06	7.06	...
18.9	Glassboro, N. J.		8.26	3.26	7.26	4.29
41.2	**Millville, N. J.** Arrive		9.10	4.10	8.10	5.10
41.2	**Millville, N. J.** Leave	p 6.15	p 9.27	p 4.13	p 8.15	p 5.23
47.5	**Manumuskin, N. J.** Arrive	6.28	9.46	4.25	8.28	5.40
47.5	**Manumuskin, N. J.** Leave	6.29	9.47	4.26	8.29	5.41
49.3	Port Elizabeth, N. J.	6.32	9.52	4.29	8.32	5.44
50.1	Bricksboro, N. J.	f 6.34	f 9.54	f 4.31	f 8.34	f 5.46
51.0	Mauricetown, N. J.	6.37	10.06	4.34	8.37	5.49
52.1	Dorchester, N. J.	6.41	10.10	4.37	8.40	5.53
53.2	Leesburg, N. J.	6.44	10.21	4.40	8.43	5.56
54.7	Menhaden, N. J.	f 6.47	f10.25	f 4.43	f 8.46	f 5.59
55.4	Heislerville, N. J.	6.50	10.33	4.45	8.48	6.02
57.2	**Maurice River, N. J.**	7.00	10.45	4.55	8.58	6.12
	Arrive	A M	A M	P M	A M	P M

	WEEK-DAYS			SUN
	2152	2154	2156	2188
Leave	A M X	P M XX	P M X	A M XX
Maurice River, N. J.	p 7.40	p12.25	p 5.20	p 9.00
Heislerville, N. J.	7.45	12.32	5.26	9.05
Menhaden, N. J.	f 7.47	f12.35	f 5.29	f 9.07
Leesburg, N. J.	7.51	12.41	5.34	9.13
Dorchester, N. J.	7.54	f12.45	5.38	9.16
Mauricetown, N. J.	7.57	12.50	5.43	f 9.19
Bricksboro, N. J.	f 7.59	f12.53	f 5.46	9.20
Port Elizabeth, N. J.	8.02	12.56	5.49	9.24
Manumuskin, N. J. Arrive	8.07	1.01	5.55	9.33
Manumuskin, N. J. Leave	8.09	1.02	5.56	9.34
Millville, N. J. Arrive	8.22	1.20	6.13	9.46
Millville, N. J. Leave	e 8.27	e 1.27	e 6.18	e10.27
Glassboro, N. J. Arrive	9.08	2.10	7.16	11.25
Woodbury, N. J.	...	2.27	7.33	f11.43
Broadway, N. J.	d 9.36	d 2.50	d 7.50	11.58
Camden, N. J.	9.38	2.52	7.53	12.00
Philadelphia, Pa. (Market St. Whf.)	9.47	3.00	8.00	NOON
Arrive	A M	P M	P M	

Electric trains will not be held at Camden more than three minutes for connecting boat.

Note 1.—See note in column giving days or dates this train will run.

c Stops only to receive passengers.
d Stops only to discharge passengers.
e Electric trains.
f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.
j On Saturdays connection leaves Philadelphia, Market Street Wharf, 12.45 P. M., Camden 12.58 P. M., Broadway 1.00 P. M.
k Saturday only.
p Steam trains.
G Baggage service between Millville and Wildwood Crest.
X Baggage service.
XX Baggage service between Maurice River and Millville.

Ocean City and Stone Harbor Branches

WEEK-DAYS

	2321	2227	2203	2231	2231	2213
					Note 1	
Leave	A M	A M	A M	P M	A M	P M
	X	X	X	X	H	X
Philadelphia, Pa. (Market Street Wharf)		p 5.20	p 8.44	g12e30	p1k15	p 4.08
Camden, N. J.		5.30	8.52	g12.42	1k23	4.15
Broadway, N. J.		c 5.33	...	g12c44	...	...
Sea Isle Junction, N. J. Arrive		8.02	10.04	p 2.53	2k40	5.24
Sea Isle Junction, N. J. Leave		8.05	10.06	2.56	2k56	5.27
Ocean View Cemetery, N. J.		f 8.08	f10.09	f 2.59	f 2k59	f 5.30
Ocean View, N. J.		8.10	10.11	3.01	3k01	5.32
Sea Isle City, N. J.		8.17	10.18	3.08	3k08	5.39
Sea Isle City, N. J. Leave	p 6.05		10.20	3.11	3k11	5.41
Loretto Avenue, N. J.	f 6.08		f10.23	f 3.14	f 3k14	f 5.44
Townsend Inlet (So. Sea Isle), N. J.	f 6.13		f10.28	f 3.19	f 3k19	f 5.49
Leaming, N. J.	f 6.17		...	...	...	...
Avalon, N. J.	6.19		10.34	3.25	3k25	5.55
Peermont, N. J.	6.22		10.37	3.28	3k28	5.58
Stone Harbor, N. J.	6.28		10.43	3.34	3k34	6.04
Ninety-sixth St., N. J.—Stone Harbor Arrive	6.30		10.45	3.36	3k36	6.06
Prospect Street, N. J. (Sea Isle City) Leave		f 8.20	f10.21	f 3.11	f 3k11	f 5.42
Central Avenue, N. J. (Whale Beach)		f 8.23	f10.24	f 3.14	f 3k14	f 5.45
Corsons Inlet, N. J. (Strathmere)		8.26	10.27	3.18	3k18	5.49
Fifty-fifth Street, N. J. (Ocean City)		f 8.32	f10.33	f 3.24	f 3k24	f 5.55
Thirty-fourth Street, N. J. (Ocean City)		f 8.37	f10.37	f 3.28	f 3k28	f 5.59
Thirtieth Street, N. J. (Ocean City)		f 8.38	f10.38	f 3.29	f 3k29	f 6.00
Fourteenth Street, N. J. (Ocean City)		f 8.42	f10.42	f 3.33	f 3k33	f 6.04
Ocean City, N. J. (Eighth Street) (Ocean City)		8.45	10.45	3.36	3k36	6.07
Arrive	A M	A M	A M	P M	P M	P M

Withdrawn after Dec. 1, 1923; begins running again March 8, 1924. Runs Saturdays only.

SUNDAYS

	2291	2253	2283	2271
	A M	A M	P M	P M
		X	X	XX
Philadelphia, Pa. (Market Street Wharf)	p 7.10	p 8.40		e 3.45
Camden, N. J.	7.18	8.47		3.53
Broadway, N. J.	...	c 8.50		c 4.00
Sea Isle Junction, N. J. Arrive	...	10.04		p 5.52
Sea Isle Junction, N. J. Leave	...	10.07	p 2.50	5.55
Ocean View Cemetery, N. J.	...	f10.10	f 2.53	f 5.58
Ocean View, N. J.	8.46	10.12	2.55	6.00
Sea Isle City, N. J.	8.54	10.19	3.01	6.07
Sea Isle City, N. J. Leave	8.56	10.22	3.03	6.10
Loretto Avenue, N. J.	f 8.59	f10.25	f 3.06	f 6.13
Townsend Inlet (So. Sea Isle), N. J.	f 9.04	f10.30	f 3.11	f 6.18
Leaming, N. J.	f 9.08	...	...	...
Avalon, N. J.	9.10	10.36	3.17	6.24
Peermont, N. J.	9.14	10.39	3.20	6.27
Stone Harbor, N. J.	9.21	10.45	3.26	6.33
Ninety-sixth St., N. J.—Stone Harbor Arrive	9.23	10.47	3.28	6.35
Prospect Street, N. J. (Sea Isle City) Leave	f 8.57	f10.22	f 3.04	f 6.10
Central Avenue, N. J. (Whale Beach)	f 9.00	f10.25	f 3.07	f 6.13
Corsons Inlet, N. J. (Strathmere)	9.04	10.28	3.10	6.16
Fifty-fifth Street, N. J. (Ocean City)	f 9.10	f10.34	f 3.16	f 6.22
Thirty-fourth Street, N. J. (Ocean City)	f 9.15	f10.39	f 3.20	f 6.27
Thirtieth Street, N. J. (Ocean City)	f 9.17	f10.40	f 3.21	f 6.28
Fourteenth Street, N. J. (Ocean City)	f 9.22	f10.44	f 3.24	f 6.32
Ocean City, N. J. (Eighth Street) (Ocean City)	9.25	10.47	3.27	6.35
Arrive	A M	A M	P M	P M

Excursion Train.

WEEK-DAYS

	2200	2228	2230	2212	2322
Leave	A M	A M	P M	P M	P M
	X	X	X	X	X
...en City, N.J. (Eighth St.) (Ocean City)	p 6.45	p 9.00	p1.46	p 4.08	
...eenth Street, N. J. (Ocean City)	f 6.48	f 9.03	f 1.49	f 4.11	
...rtieth Street, N. J. (Ocean City)	f 6.51	f 9.06	f 1.52	f 4.14	
...y-fourth Street, N. J. (Ocean City)	f 6.52	f 9.07	f 1.53	f 4.15	
...Fifth Street, N. J. (Ocean City)	f 6.56	f 9.11	f 1.57	f 4.19	
...ms Inlet, N. J. (Strathmere)	7.02	9.17	2.03	4.25	
...al Ave., N. J. (Whale Beach)	f 7.05	f 9.20	f 2.06	f 4.28	
...pect St., N. J. (Sea Isle City)	f 7.08	f 9.23	f 2.09	f 4.31	
...St., N. J.—Stone Harbor Lv.	6.43		1.44	4.06	p 6.15
...e Harbor, N. J.	6.45		1.46	4.08	6.17
...mont, N. J.	6.51		1.52	4.14	6.23
...n, N. J.	6.54		1.55	4.17	6.26
...ing, N. J.	...		...	...	f 6.28
...ound Inlet (So. Sea Isle), N. J.	f 7.00		f 2.01	f 4.23	f 6.32
...o Avenue, N. J.	f 7.05		f 2.06	f 4.28	f 6.37
...sle City, N. J. Arrive	7.08		2.09	4.31	6.40
...sle City, N. J.	7.13	9.28	2.14	4.36	
...n View, N. J.	7.19	9.34	2.20	4.42	
...n View Cemetery, N. J.	f 7.21	f 9.36	f 2.22	f 4.44	
...sle Junction, N. J. Arrive	7.25	9.40	2.26	4.48	
...sle Junction, N. J. Leave	7.31	10.35	2.32	4.54	
...dway, N. J.	...	d12e50	d4e50	...	
...den, N. J. Arrive	8.36	12.52	4.52	6.00	
..., Pa. (Market Street Wharf)	8.43	1.00	4.59	6.07	
Arrive	A M	P M	P M	P M	P M

SUNDAYS

	2266	2380	2268	2250	2292	2336
	A M	A M	P M	P M	P M	P M
	XX	X	XX	X		X
	p 6.47		p 2.00	p 4.02	p 5.20	
	f 6.50		f 2.03	f 4.05	f 5.23	
	f 6.53		f 2.06	f 4.08	f 5.27	
	f 6.54		f 2.07	f 4.09	f 5.28	
	f 6.58		f 2.11	f 4.13	f 5.33	
	7.04		2.17	4.19	5.39	
	f 7.07		f 2.20	f 4.22	f 5.43	
	f 7.10		f 2.22	f 4.25	f 5.46	
		9.35	1.57	4.00	5.20	p 6.40
		9.37	1.59	4.02	5.22	6.42
		9.43	2.05	4.08	5.28	6.48
		9.46	2.08	4.11	5.31	6.51
		...	...	...	f 5.33	...
		f 9.52	f 2.14	f 4.17	f 5.38	f 6.57
		f 9.57	f 2.19	f 4.22	f 5.43	f 7.02
		10.00	2.22	4.25	5.46	7.05
	7.15		2.26	4.30	5.52	
	7.21		2.32	4.36	6.00	
	f 7.23		f 2.34	f 4.38	...	
	7.27		2.38	4.42	...	
	7.32		2.43	4.49	...	
	d 9e48		d 4e50	d 5.59	...	
	9.50		4.52	6.02	7.27	
	10.00		5.00	6.10	7.35	
	A M	A M	P M	P M	P M	P M

Excursion Train.

Electric trains will not be held at Camden more than three minutes for connecting boat.

Note 1.—See note in column giving days and dates this train will run.

c Stops only to receive passengers.

d Stops only to discharge passengers.

e Electric trains.

f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.

g On Saturdays connection leaves Philadelphia, Market Street Wharf, 12.45 P. M., Camden 12.58 P. M., Broadway 1.00 P. M.

k Saturday only.

p Steam trains.

H Baggage car Sea Isle Junction to Ocean City.

X Baggage service.

XX Baggage service between Millville and Ocean City.

Bridgeton Branch

Dist.		WEEK-DAYS								SUNDAYS		
		2011	2001	2015	2003	2005	2007	2021	2031	2041	2043	2045
	Leave	A M	A M	A M	P M	P M	P M	P M	P M	A M	P M	P M
		X	X	X	X	X	X	Note 1	Note 1	X	X	
.0	**Philadelphia, Pa.** (Market Street Wharf)	p 5.20	p 8.20	e11r30	p 3.30	p 6.08	p 6.16	e 9z30	e11k50	p 8.00	p 5.30	p 9.30
.....	**Camden, N. J.**	5.30	8.28	11r40	3.38	6.17	6.24	9z40	12k00	8.08	5.38	9.38
.....	Broadway, N. J.	c 5.33	c 8.31	c11r42	c 3.41	c 6.20	c 6.27	c 9z42	c12§02	c 8.11	c 5.41	c 9.41
9.6	Woodbury, N. J.	5.59	...	12.04	...	...	...	10z04	12§24	...	5.55	...
18.9	**Glassboro, N. J.** Arrive	6.24	8.59	12.26	4.07	6.46	6.54	10z25	12§43	8.38	6.08	10.08
18.9	**Glassboro, N. J.** Leave	6.32	9.02	p12.30§	4.11	6.47	6.55	10z27	p12§45	8.40	6.11	10.10
21.3	Aura, N. J.	f 6.37	9.07	12.35	b 4.16	...	f 7.00	f10z32	f12§50	8.45	6.16	10.15
22.9	Harding, N. J.	f 6.40	f 9.10	f12.38	...	...	f 7.03	f10z35	f12§53	f 8.48	f 6.19	f10.18
24.5	Monroeville, N. J.	6.47	9.14	12.44	4.21	6.56	7.07	10z39	12§57	8.52	6.23	10.22
27.0	**Elmer, N. J.**	6.54	9.19	12.51	4.29	6.01	7.13	10z45	1§03	9.02	6.29	10.28
29.9	Palatine, N. J.	f 6.59	9.24	12.56	...	...	f 7.18	f10z50	f 1§08	9.08	6.34	f10.33
31.8	Husted, N. J.	f 7.04	9.31	1.00	f 4.37	...	f 7.22	f10z54	f 1§12	9.12	6.38	f10.37
35.3	Finley, N. J.	7.10	9.38	1.06	f 4.43	...	f 7.28	f11z00	f 1§18	f 9.18	6.45	f10.43
38.4	Irving Avenue, N. J.	7.17	9.45	1.13	4.50	6.18	7.35	11z07	1§25	9.25	6.53	10.50
39.0	Commerce Street, N. J.	f 7.19	f 9.47	f 1.15	f 4.52	f 6.20	f 7.37	f11z09	f 1§27	f 9.27	f 6.56	f10.52
39.7	**Bridgeton, N. J.**	7.22	9.50	1.18	4.55	6.23	7.40	11z12	1§30	9.30	6.58	10.55
	Arrive	A M	A M	P M	P M	P M	P M	P M	A M	A M	P M	P M

Runs week-days except Saturdays. Runs Saturday nights only.

		WEEK-DAYS								SUNDAYS		
		2000	2002	2012	2006	2004	2018	2020	2022	2040	2042	2044
	Leave	A M	A M	A M	P M	P M	P M	P M	P M	A M	A M	P M
		X	X	G	X	X	X	Note 1	Note 1	X	X	X
	Bridgeton, N. J.	p 6.10	p 7.40	p 9.15	p12.13	p 3.15	p 5.20	p 9z13	10k23	p 6.10	p 8.35	p 7.00
	Commerce Street, N. J.	f 6.12	f 7.42	f 9.17	f12.15	f 3.17	f 5.22	f 9z15	f10k25	f 6.12	f 8.37	f 7.02
	Irving Avenue, N. J.	6.15	7.44	9.19	12.17	3.19	5.24	9z17	10k27	6.14	8.39	7.05
	Finley, N. J.	f 6.23	f 7.51	9.26	f12.24	3.26	f 5.31	f 9z24	f10k34	f 6.21	f 8.46	f 7.13
	Husted, N. J.	6.29	...	f 9.31	f12.30	3.32	f 5.37	f 9z30	f10k40	6.27	f 8.52	7.19
	Palatine, N. J.	6.34	...	f 9.35	f12.34	f 3.36	f 5.41	f 9z34	f10k44	6.32	f 8.56	7.24
	Elmer, N. J.	6.41	8.04	9.41	12.39	3.42	5.47	9z40	10k50	6.38	9.02	7.30
	Monroeville, N. J.	6.47	8.10	9.46	12.44	3.47	5.56	9z46	10k56	6.43	9.08	7.36
	Harding, N. J.	f 6.50	...	f 9.49	f12.47	f 3.50	f 6.00	f 9z50	f11k00	f 6.45	f 9.11	f 7.39
	Aura, N. J.	6.53	...	f 9.52	f12.50	f 3.53	f 6.03	f 9z53	f11k03	6.48	9.15	7.43
	Glassboro, N. J. Arrive	6.58	8.18	9.57	12.55	3.58	6.08	9z58	11k08	6.53	9.20	7.49
	Glassboro, N. J. Leave	6.59	8.20	e 10.01	12.56	4.04	e 6.10	e10z01	e11k12	6.53	9.22	7.51
	Woodbury, N. J.	...	...	...	1.09	4.18	6.27	...	11k30	b 7.09	...	8.04
	Broadway, N. J.	d 7.29	d 8.46	d 10.28	d 1.25	d 4.33	d 6.50	d10z28	d11k53	d 7.24	d 9.50	d 8.20
	Camden, N. J.	7.32	8.49	10.30	1.28	4.36	6.52	10z30	11k55	7.27	9.53	8.23
	Philadelphia, Pa. (Market St. Wharf)	7.39	8.55	10.40	1.35	4.43	7.00	10z40	12k05	7.35	10.00	8.30
	Arrive	A M	A M	A M	P M	P M	P M	P M	A M	A M	A M	P M

Runs week-days except Saturdays. Runs Saturdays only.

Medford Branch (Steam Trains)

Dist.		WEEK-DAYS			SUNDAYS
		2071	2075	2061	2083
	Leave	A M	Note 1	P M	P M
		X	X	X	X
.0	**Phila., Pa.** (Market St. Wharf)	7.04	12k45	5.22	6.05
.....	**Camden, N. J.**	7.12	12k53	5.36	6.13
.....	Broadway, N. J.	c 7.15	...	...	c 6.16
7.8	**Haddonfield, N. J.** Arrive	7.33	1k13	5.52	6.31
7.8	**Haddonfield, N. J.** Leave	7.55	1k16	5.54	6.32
9.1	Freeman, N. J.	f 8.00	f 1k20	f 6.01	f 6.39
9.9	Orchard, N. J.	f 8.03	f 1k23	f 6.04	f 6.42
11.8	Springdale, N. J.	f 8.07	f 1k28	f 6.08	f 6.45
12.5	Locust Grove, N. J.	f 8.10	f 1k30	f 6.10	f 6.48
13.3	Cropwell, N. J.	f 8.13	f 1k33	f 6.13	f 6.51
14.4	Marlton, N. J.	8.28	1k36	6.18	6.56
16.2	Elmwood Road, N. J.	f 8.33	f 1k40	f 6.22	f 7.00
18.0	Melrose, N. J.	f 8.38	f 1k44	f 6.26	f 7.04
19.5	**Medford, N. J.** Arrive	8.50	1k48	6.30	7.08
.....	Lumberton, N. J.	9.35			
.....	**Mt. Holly, N. J.**	9.45			
		A M	P M	P M	P M

Runs Saturdays only.

	WEEK-DAYS			SUNDAYS
	2070	2076	2078	2081
Leave	A M	A M	Note 1	A M
	X	X	X	X
Mt. Holly, N. J.	6.40	10.40		
Lumberton, N. J.	6.47	10.48		
Medford, N. J.	7.03	12.15	3k10	7.35
Melrose, N. J.	f 7.07	f 12.20	f 3k14	f 7.39
Elmwood Road, N. J.	f 7.11	f 12.23	f 3k18	f 7.43
Marlton, N. J.	7.16	12.35	3k23	7.48
Cropwell, N. J.	f 7.18	f 12.39	f 3k25	f 7.50
Locust Grove, N. J.	f 7.21	f 12.42	f 3k28	f 7.53
Springdale, N. J.	f 7.23	f 12.45	f 3k30	f 7.55
Orchard, N. J.	f 7.27	f 12.51	f 3k34	f 7.59
Freeman, N. J.	f 7.29	f 12.53	f 3k36	f 8.01
Haddonfield, N. J. Arrive	7.37	1.10	3k41	8.09
Haddonfield, N. J. Leave	7.41	1.25	3k42	d 7.40
Broadway, N. J.	d 7.53	d 1.40	d3k59	8.21
Camden, N. J.	7.56	1.43	3k02	8.24
Phila., Pa. (Market St. Whf.) Arrive	8.03	1.50	3k10	8.30
	A M	P M	P M	A M

Runs Saturdays only.

Electric trains will not be held at Camden more than three minutes for connecting boat, except trains leaving Philadelphia at 11.00 P. M. and 11.50 P. M. daily, which will be held indefinitely for boat connection.

Note 1.—See note in column giving days this train will run.

§ Sundays only.
b Stops only on notice to Conductor to discharge passengers.
c Stops only to receive passengers.
d Stops only to discharge passengers.
e Electric trains.
f Stops only on signal or notice to Agent or Conductor to discharge passengers.
k Saturday only.
p Steam trains.
r On Saturdays connection leaves Philadelphia 11.45 A. M., Camden A. M., Broadway 12.00 noon.
z Week-days except Saturday.
X Baggage service.
G Baggage service between Bridgeton and Glassboro.

Dist.	Leave	WEEK-DAYS 1921	1923	1901	1903	1937	1905	1907	1909	1925	1927	SUNDAYS 1941	1947	1943	1945
		A M XX	A M X	P M X	Note 1	Note 1	Note 1	P M X	P M	P M	P M	A M X	P M X	P M X	P M
.0	Phila.,Pa.(Mkt.St.Whf.)	e 6.00	p 8.12	p12.20	p 1k45		p 3x40	p 4.40	p 5.52	e 7.30	p11.45	p 8.30	p12.45	p 5.55	p 9.45
	Camden, N. J.	6.12	8.20	12.27	1k53		3x48	4.48	6.00	7.40	11.54	8.38	12.53	6.03	9.53
	Broadway, N. J.	c 6.14	c 8.23	...	c 1k56		c 3x51	c 4.51	c 6.03	c 7.42	c11.57	c 8.41	c12.56	c 6.06	c 9.56
9.6	Woodbury, N. J...Ar.	6.36	8.39	12.45	2k11		4x07	5.06	6.18	8.04	12.14	8.54	1.11	6.21	10.10
9.6	Woodbury, N. J...Lv.	p 6.38	8.40	12.46	2k12		4x08	5.07	6.19	p 8.06	12.17	8.55	1.12	6.22	10.11
11.4	Tatem, N. J.	f 6.42	f 8.44	f12.50	f 2k16		f 4x12	...	...	f 8.09	f12.23	f 8.59	f 1.16	f 6.26	f10.15
12.2	Parkville, N. J.	f 6.43	f 8.46	f12.51	f 2k18		f 4x14	...	f 6.24	f 8.11	f12.24	f 9.01	f 1.18	f 6.28	f10.16
12.8	Ogden, N. J.	f 6.44	f 8.48	f12.53	f 2k20		f 4x16	...	f 6.26	f 8.13	f12.25	f 9.03	f 1.20	f 6.30	f10.17
13.5	Mount Royal, N. J.	f 6.46	8.50	f12.55	f 2k22		f 4x18	5.14	6.28	8.15	12.27	f 9.05	f 1.22	f 6.32	f10.19
14.4	Clarksboro, N. J.	6.49	8.53	1.01	2k25		4x21	5.17	6.31	8.18	12.30	9.08	1.25	6.35	10.22
15.5	Mickleton, N. J.	f 6.51	8.55	f 1.05	f 2k27		f 4x23	...	f 6.33	f 8.20	f12.33	f 9.10	f 1.27	f 6.38	f10.24
16.7	Wolfert, N. J.	f 6.54	f 8.58	f 1.07	f 2k30		f 4x26	...	f 6.36	f 8.23	f12.35	f 9.13	f 1.30	f 6.40	f10.27
17.4	Tomlin, N. J.	f 6.56	f 8.59	f 1.09	f 2k32		f 4x28	...	...	f 8.24	f12.36	f 9.15	f 1.32	f 6.42	f10.29
18.2	Asbury, N. J.	f 7.00	f 9.01	f 1.11	f 2k34		f 4x30	...	f 6.39	f 8.26	f12.38	f 9.17	f 1.34	f 6.45	f10.31
19.3	Rulon Road, N. J.	f 7.03	f 9.03	f 1.13	f 2k36		f 4x33	...	f 6.42	f 8.29	f12.41	f 9.19	f 1.37	f 6.48	f10.34
20.3	Swedesboro, N. J.	7.08	9.08	1.17	2k40		4x37	5.27	6.46	8.33	12.45	9.25	1.41	6.53	10.38
21.5	Ivyside, N. J.	f 7.11	f 9.11	f 1.20	f 2k42		f 4x40	...	f 6.50	f 8.35	f12.47	f 9.29	f 1.44	f 6.57	f10.41
24.1	Harrisonville, N. J.	7.16	9.15	1.24	2k47		4x44	...	6.54	f 8.39	f12.51	9.33	1.48	7.01	10.45
25.5	Point Airy, N. J.	f 7.19	f 9.17	f 1.27	f 2k50		f 4x47	...	...	f 8.42	f12.54	f 9.36	f 1.51	f 7.04	f10.48
27.2	Woodstown, N. J.	7.24	9.25	1.36	2k55		4x52	5.38	7.00	8.46	12.59	9.41	2.01	7.09	10.53
27.9	South Woodstown, N. J.	f 7.26	f 9.29	f 1.38	f 2k57		f 4x54	...	f 7.02	f 8.48	f 1.01	f 9.43	f 2.03	f 7.11	f10.55
28.6	Fenwick, N. J.	f 7.29	f 9.32	f 1.41	f 3k00		f 4x57	...	f 7.05	f 8.51	f 1.04	f 9.46	f 2.06	f 7.14	f10.58
30.5	Riddleton, N. J.	...	f 9.36	f 1.45	f 3k04		f 5x01	...	...	...	f 1.08	f 9.50	f 2.10	f 7.18	f11.02
32.3	Mower, N. J.	f 7.35	f 9.38	f 1.46	f 3k05		f 5x02	...	...	f 8.56	f 1.09	f 9.52	f 2.11	f 7.19	f11.03
33.0	Alloway Jc., N.J...Ar.	7.39	9.41	1.49	3k08		5x08	5.48	7.13	8.58	1.11	9.55	2.13	7.21	11.05
33.0	Alloway Jc., N.J...Lv.		10.15			Saturdays only.	5.09								
34.1	Alloway, N. J.		10.32				5.14								
37.0	Quinton, N. J.....Ar.		10.42				5.20								
	Quinton, N. J.....Lv.	6.25			2.10										
	Alloway, N. J.	6.37			2.25										
	Alloway Jc., N.J...Ar.	6.41			2.29										
3.0	Alloway Jc., N.J...Lv.	7.39	9.41	1.49	3k08	p5k08	5x08	5.48	7.13	8.58	1.11	9.55	2.13	7.21	11.05
4.5	Penton, N. J.	f 7.45	f 9.44	f 1.52	f 3k11	f 5k11	f 5x11	...	f 7.16	f 9.01	f 1.14	f 9.59	f 2.16	f 7.25	f11.08
5.1	Acton, N. J.	f 7.47	f 9.46	f 1.54	f 3k13	f 5k13	f 5x13	...	f 7.18	f 9.03	f 1.15	f10.02	f 2.18	f 7.28	f11.10
5.3	Salem, N. J.	7.53	9.52	2.00	3k19	5k20	5x20	5.58	7.25	9.10	1.22	10.09	2.25	7.35	11.17
	Arrive	A M	A M	P M	P M	P M	P M	P M	P M	P M	A M	A M	P M	P M	P M

Leave	WEEK-DAYS 2101	2103
	A M	P M
	X	X
Phila.,Pa.(Mkt.St.Whf.)	p 8.20	p 3.30
Camden, N. J.	8.28	3.38
Broadway, N. J.	c 8.31	c 3.41
Woodbury, N. J.	...	...
Glassboro, N. J.....Ar.	8.59	4.07
Glassboro, N. J.....Lv.	9.02	4.11
Aura, N. J.	9.07	b 4.16
Harding, N. J.	f 9.10	...
Monroeville, N. J.	9.14	4.21
Elmer, N. J.....Ar.	9.19	4.29
Elmer, N. J.....Lv.	9.21	4.30
Newkirk, N. J.	f 9.28	4.36
Daretown, N. J.	9.50	4.40
Paulding, N. J.	f 9.53	4.44
Yorketown, N. J.	10.03	4.49
Oakland, N. J.	f10.07	f 4.53
Riddleton, N. J.	f10.09	f 4.56
Mower, N. J.	f10.10	f 4.56
Alloway Jc., N.J...Ar.	10.13	4.58
Alloway Jc., N.J...Lv.	10.15	5.09
Alloway, N. J.	10.32	5.14
Quinton, N. J.....Ar.	10.42	5.20
Salem, N. J.	p 6.10	p12.10
Acton, N. J.	f 6.15	f12.15
Penton, N. J.	f 6.17	f12.17
Alloway Junction, N. J.....Ar.	6.23	12.20
Quinton, N. J.....Lv.	6.25	2.10
Alloway, N. J.	6.37	2.25
Alloway Junction, N. J.....Ar.	6.41	2.29
Alloway Junction, N. J.....Lv.	6.48	2.35
Mower, N. J.	f 6.50	f 2.37
Riddleton, N. J.	...	f 2.39
Oakland, N. J.	f 6.56	f 2.41
Yorketown, N. J.	7.02	2.45
Paulding, N. J.	7.07	f 2.48
Daretown, N. J.	7.26	3.13
Newkirk, N. J.	7.33	f 3.18
Elmer, N. J.....Ar.	7.40	3.27
Elmer, N. J.....Lv.	8.04	3.42
Monroeville, N. J.	8.10	3.47
Harding, N. J.	...	f 3.50
Aura, N. J.	...	f 3.53
Glassboro, N. J.....Ar.	8.18	3.58
Glassboro, N. J.....Lv.	8.20	4.04
Woodbury, N. J.	...	4.18
Broadway, N. J.	d 8.46	d 4.33
Camden, N. J.	8.49	4.36
Philadelphia, Pa. (Market St. Wharf.)	8.55	4.43
Arrive	A M	P M

Leave	WEEK-DAYS 1920	1900	1902	1904	1906	1908	1938	1924	1926	SUNDAYS 1940	1942	1944	1946
	A M	A M X	A M X	A M X	P M X	P M X	Note 1	P M	P M	A M X	A M X	P M X	P M
Salem, N. J.	p 5.15	p 6.10	p 7.30	p 9.05	p12.10	p 3.45	p4k40	p 6.05	p10.25	p 6.05	p 8.45	p 4.05	p 7.50
Acton, N. J.	f 5.20	f 6.15	...	...	f12.15	f 3.50	f 4k45	f 6.10	f10.30	f 6.10	f 8.50	f 4.10	f 7.55
Penton, N. J.	f 5.22	f 6.17	...	...	f12.17	f 3.52	f 4k47	f 6.12	f10.31	f 6.12	f 8.51	f 4.12	f 7.57
Alloway Jc., N. J.....Ar.	5.26	6.23	7.39	f 9.14	12.20	3.56	4k51	6.16	10.34	6.16	8.55	4.17	8.01
Alloway Jc., N. J.....Lv.				10.15			5.09						
Alloway, N. J.				10.32			5.14						
Quinton, N. J.....Ar.				10.42			5.20						
Quinton, N. J.....Lv.			6.25			2.10							
Alloway, N. J.			6.37			2.25							
Alloway, Jc., N. J.....Ar.			6.41			2.29							
Alloway Jc., N. J.....Lv.	5.26	6.23	7.39	f 9.14	12.20	3.56		6.16	10.34	6.16	8.55	4.17	8.01
Mower, N. J.	f 5.27	f 6.24	...	...	f12.21	f 3.57		f 6.17	f10.35	f 6.17	f 8.56	f 4.18	f 8.02
Riddleton, N. J.	f 5.28	f 6.26	...	...	f12.23	f 3.58		f 6.19	f10.36	f 6.18	f 8.57	f 4.20	f 8.04
Fenwick, N. J.	f 5.32	f 6.30	...	...	f12.27	f 4.02		f 6.23	f10.40	f 6.22	f 9.01	f 4.23	f 8.08
South Woodstown, N. J.	f 5.35	f 6.33	...	...	f12.30	f 4.05		f 6.26	f10.43	f 6.25	f 9.04	f 4.26	f 8.11
Woodstown, N. J.	5.38	6.36	7.50	9.25	12.33	4.08		6.29	10.46	6.28	9.06	4.30	8.15
Point Airy, N. J.	f 5.41	6.41	...	...	f12.36	f 4.11		f 6.32	f10.49	f 6.35	f 9.12	f 4.33	f 8.18
Harrisonville, N. J.	5.44	6.45	f 8.00	9.31	12.40	4.14		6.36	f10.52	6.41	9.16	4.37	8.21
Ivyside, N. J.	f 5.49	6.50	...	...	f12.44	f 4.19		f 6.40	f10.56	f 6.46	f 9.21	f 4.42	f 8.26
Swedesboro, N. J.	5.52	6.54	8.06	9.38	12.48	4.23		6.46	10.59	6.49	9.25	4.46	8.30
Rulon Road, N. J.	f 5.54	f 6.57	...	...	f12.50	f 4.25		f 6.48	f11.01	f 6.51	f 9.27	f 4.49	f 8.32
Asbury, N. J.	f 5.57	f 7.00	...	f 9.42	f12.52	f 4.30		f 6.51	f11.04	f 6.54	f 9.30	f 4.52	f 8.35
Tomlin, N. J.	f 5.59	f 7.02	...	...	f12.53	f 4.33		f 6.52	f11.05	f 6.56	f 9.31	f 4.54	f 8.37
Wolfert, N. J.	f 6.01	f 7.04	...	f 9.45	f12.55	f 4.35		f 6.54	f11.07	f 6.58	f 9.33	f 4.56	f 8.39
Mickleton, N. J.	f 6.03	7.07	...	f 9.47	12.58	f 4.38		f 6.57	f11.10	f 7.00	f 9.35	f 4.59	f 8.42
Clarksboro, N. J.	6.06	7.10	8.15	9.50	1.01	4.41		7.00	11.13	7.03	9.37	5.03	8.46
Mount Royal, N. J.	f 6.08	7.12	...	f 9.52	1.03	f 4.43		7.02	11.15	f 7.05	f 9.39	f 5.06	f 8.49
Ogden, N. J.	f 6.10	f 7.14	...	f 9.54	f 1.05	f 4.45		f 7.04	f11.17	f 7.07	f 9.41	f 5.08	f 8.51
Parkville, N. J.	f 6.12	f 7.15	...	...	f 1.07	f 4.46		f 7.06	f11.19	f 7.08	f 9.42	f 5.10	f 8.53
Tatem, N. J.	f 6.14	f 7.17	...	...	f 1.09	f 4.49		f 7.08	f11.20	f 7.10	f 9.44	f 5.12	f 8.55
Woodbury, N. J.....Ar.	6.19	7.23	8.23	10.03	1.14	4.53		7.12	11.24	7.14	9.48	5.16	9.00
Woodbury, N. J.....Lv.	e 6.25	7.24	8.25	10.04	1.15	4.54		7.16	e11.30	7.16	9.50	5.17	9.02
Broadway, N. J.	d 6.48	...	d 8.40	d10.19	d 1.31	d 5.11		d 7.30	d11.53	d 7.33	d 10.05	d 5.33	d 9.19
Camden, N. J.	6.50	7.46	8.43	10.22	1.34	5.14		7.33	11.55	7.36	10.08	5.36	9.22
Philadelphia, Pa. (Mkt. St. Whf.)	6.59	7.55	8.51	10.30	1.45	5.23		7.40	12.05	7.45	10.15	5.45	9.30
Arrive	A M	A M	A M	A M	P M	P M	P M	P M	A M	A M	A M	P M	P M

Runs Saturdays only.

Runs Saturdays only.

Runs week-days, except Saturdays.

Electric trains will not be held at Camden more than three minutes for connecting boat.

Note 1.—See note in column giving days this train will run.
b Stops only on notice to Conductor to discharge passengers.
c Stops only to receive passengers.
d Stops only to discharge passengers.
e Electric trains.
f Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.
k Saturday only.
p Steam trains.
z Week-days except Saturdays.
X Baggage service.
XX Baggage service between Woodbury and Salem.

Penns Grove Branch

Dist.		WEEK-DAYS								SUNDAYS		
		1821	1823	1801	1825	1829	1807	1831	1819	1851	1843	1853
	Leave	A M X	A M XX	A M X	A M X	P M X	P M X	P M XX	P M	A M X	P M X	P M
.0	**Philadelphia, Pa.** (Market Street Wharf)	p 5.20	e 7.00	p 8.48	e 11.30	r 2e30	p 4.40	e 6.08	p 11.45	p 9.25	p 5.55	p 9.55
.....	**Camden, N. J.**	5.30	7.10	8.56	11.40	r 2.42	4.48	6.18	11.54	9.33	6.03	10.03
.....	Broadway, N. J.	c 5.33	c 7.12	c 8.59	c11.42	r 2c44	c 4.51	c 6.20	c11.57	c 9.36	c 6.06	...
9.6	**Woodbury, N. J.** Arrive	5 59	7.26	9.14	12.04	3.06	5.06	6.42	12.14	9.51	6.21	10.20
9.6	**Woodbury, N. J.** Leave	6.06	p 7.29	9.15	p12.06	p 3.03	5.07	p 6.43	12.17	9.53	6.23	10.21
10.5	West End, Gloucester Co., N. J.	f 6.09	f 7.32	f 9.18	f12.09	f 3.11	...	f 6.46	f12.20	f 9.56	f 6.26	f10.24
12.4	Thoroughfare, N. J.	6.12	7.36	9.22	12.13	3.15	5.16	6.50	12.24	10.00	6.30	10.28
14.0	Paradise, N. J.	f 6.15	f 7.40	f 9.26	f12.17	f 3.19	...	f 6.54	f12.27	f10.04	f 6.34	f10.31
15.1	Paulsboro, N. J.	6.20	7.45	9.30	12.22	3.22	5.22	6.59	12.31	10.08	6.39	10.35
17.0	Greens, N. J.	f 6.24	f 7.50	f 9.34	f12.27	f 3.26	f 5.26	f 7.04	f12.35	f10.12	f 6.43	f10.39
17.9	Gibbstown, N. J.	6.27	7.54	9.40	12.32	3.28	5.30	7.07	12.38	10.15	6.46	10.43
19.4	Repaupo, N. J.	f 6.30	f 7.57	f 9.44	f12.36	f 3.31	b 5.34	f 7.10	f12.41	f10.18	f 6.49	f10.46
20.8	Coopers, N. J.	f 6.33	f 8.00	f 9.47	f12.40	f 3.34	b 5.37	f 7.13	f12.44	f10.22	f 6.52	f10.49
21.7	Bridgeport, N. J.	6.35	8.04	9.50	12.43	3.39	5.40	7.17	12.47	10.26	6.55	10.52
22.7	Prospect, N. J.	f 6.37	f 8.06	f 9.53	f12.46	f 3.44	f 5.43	f 7.20	f12.49	f10.29	f 6.57	f10.54
24.1	Centre Square, N. J.	f 6.39	f 8.09	f 9.56	f12.48	f 3.47	f 5.46	f 7.24	f12.51	f10.32	f 7.00	f10.56
24.9	Jumbo, N. J.	f 6.42	f 8.11	f 9.58	f12.50	f 3.49	...	f 7.26	f12.53	f10.34	f 7.02	f10.58
25.8	Pedricktown, N. J.	6 45	8.16	10.00	12.53	3.52	5.51	7.29	12.56	10.37	7.05	11.02
26.9	Oldman, N. J.	f 6.47	f 8.19	f10.02	f12.55	f 3.55	...	f 7.32	f12.58	f10.39	f 7.08	f11.04
27.9	Perkintown, N. J.	f 6.49	f 8.22	f10.05	f12.58	f 3.58	f 5.56	f 7.35	f 1.00	f10.42	f 7.10	f11.06
29.2	Friendship, N. J.	f 6 51	f 8.26	f10 08	f 1.01	f 4.01	b 5.59	f 7.38	f 1.03	f10.45	f 7.13	f11.09
29.9	**Penns Grove, N. J.**	6.55	8.30	10.12	1.05	4.05	6.03	7.42	1.07	10.49	7.17	11.13
	Arrive	A M	A M	A M	P M	P M	P M	P M	A M	A M	P M	P M

	WEEK-DAYS								SUNDAYS		
	1820	1822	1800	1804	1806	1824	1826	1814	1850	1844	1852
Leave	A M	A M	A M X	A M X	P M X	P M X	P M XX	P M	A M X	P M X	P M
Penns Grove, N. J.	p 4.43	p 5.53	p 7.08	p 9.17	p12.05	p 3.17	p 4.50	p 6.20	p 6.55	p 4.20	p 7.50
Friendship, N. J.	f 4.47	f 5.57	f 7.12	...	f12.09	f 3.21	f 4.54	f 6.24	f 6.59	f 4.24	f 7.54
Perkintown, N. J.	f 4.50	f 6.00	f 7.14	...	f12.11	f 3.24	f 4.57	f 6.26	f 7.02	f 4.26	f 7.57
Oldman, N. J.	f 4.52	f 6.02	f 7.16	...	f12.13	f 3.26	f 4.59	f 6.28	f 7.05	f 4.28	f 8.00
Pedricktown, N. J.	4.54	6.04	7.19	9.26	12.15	3.29	5.02	6.31	7.08	4.31	8.04
Jumbo, N. J.	f 4.56	f 6.06	f 7.22	...	f12.17	f 3.31	f 5.04	f 6.33	f 7.10	f 4.33	f 8.06
Centre Square, N. J.	f 4.58	f 6.09	f 7.24	...	f12.19	f 3.33	f 5.07	f 6.36	f 7.12	f 4.35	f 8.08
Prospect, N. J.	f 5.00	f 6.12	f 7.26	...	f12.22	f 3.36	f 5.10	f 6.39	f 7.15	f 4.38	f 8.11
Bridgeport, N. J.	5.04	6.15	7.29	9.33	12.25	3.39	5.13	6.42	7.18	4.41	8.16
Coopers, N. J.	f 5.06	f 6.17	f 7.31	...	f12.27	f 3.41	f 5.15	f 6.45	f 7.20	f 4.43	f 8.18
Repaupo, N. J.	f 5.08	f 6.20	f 7.34	...	f12.29	f 3.43	f 5.17	f 6.48	f 7.23	f 4.46	f 8.22
Gibbstown, N. J.	5.13	6.27	7.38	9.40	12.36	3.47	5.30	6.52	7.27	4.50	8.26
Greens, N. J.	f 5.14	f 6.29	f 7.40	...	f12.39	f 3.49	f 5.33	f 6.54	f 7.29	f 4.52	f 8.28
Paulsboro, N. J.	5.19	6.33	7.45	9.46	12.44	3.54	5.39	6.59	7.34	4.57	8.34
Paradise, N. J.	f 5.22	f 6.36	f 7.48	...	f12.47	f 3.57	f 5.42	f 7.02	f 7.37	f 5.00	f 8.37
Thoroughfare, N. J.	5.25	6.40	7.51	9.52	12.51	4.00	5.47	7.07	7.41	5.03	8.42
West End, Gloucester Co., N. J.	f 5.28	f 6.43	f 7.54	...	f12.55	f 4.03	f 5.51	f 7.10	f 7.44	f 5.07	f 8.46
Woodbury, N. J. Arrive	5.32	6.47	7.58	10.03	12.59	4.07	5.55	7.14	7.48	5.11	8.51
Woodbury, N. J. Leave	e 5.37	e 6.52	7.59	10 04	i 1.09	4.18	e 6.00	7.16	7.49	5.17	8.52
Broadway, N. J.	d 6.00	d 7.16	d 8.15	d 10.19	d 1.25	d 4.33	d 6.23	d 7.30	d 8.05	d 5.33	d 9.09
Camden, N. J.	6.02	7.18	8.18	10.22	1.28	4.36	6.25	7.33	8.08	5.36	9.12
Philadelphia, Pa. (Market Street Wharf)	6.11	7.27	8.27	10.30	1.35	4.43	6.35	7.40	8.15	5.45	9.20
Arrive	A M	A M	A M	A M	P M	P M	P M	P M	A M	P M	P M

Electric trains will not be held at Camden more than three minutes for connecting boat.

- **a** Stops only on signal or notice to Agent to receive passengers.
- **b** Stops only on notice to Conductor to discharge passengers.
- **c** Stops only to receive passengers.
- **d** Stops only to discharge passengers.
- **e** Electric trains.
- **f** Stops only on signal or notice to Agent or Conductor to receive or discharge passengers.
- **i** On Saturdays, leaves Woodbury 1.00 P. M. Arrives Camden 1.18 P. M.; Market Street Wharf 1.25 P. M.
- **k** Saturday only.
- **p** Steam trains.
- **r** On Saturdays through steam train leaves Market Street Wharf 2.40 P. M., Camden 2.48 P. M., Broadway 2.51 P. M.
- **X** Baggage service.
- **XX** Baggage service between Woodbury and Penns Grove.

Enjoy Autumn and Winter Days

AT

ATLANTIC CITY

A City of Sunshine by the Sea

The All-Year-Round Playground of the World

TRAVEL ON

THE PENNSYLVANIA

Exhibit P-13 of June 12, 1928.

(Time Table.)

Exhibit P-14 of June 13, 1928.

NEW JERSEY SUPREME COURT,

HUDSON COUNTY.

THOMAS ROSS, an infant by Daniel Ross, his next friend, *Plaintiff*, *v.* PENNSYLVANIA RAILROAD COMPANY, and CALVIN W. STEELMAN, *Defendants.*	Action at Law. Depositions.

Depositions taken in the above matter pursuant to the order annexed, before William C. French, an Examiner and Master in Chancery, at his office, #305 Market Street, in the City of Camden, New Jersey, on Wednesday, the 23rd day of December, 1925, at 2 o'clock in the afternoon, in the presence of Joseph M. Branegan representing Richard J. Mackey, attorney of the plaintiff, and Frank F. Neutze, Esq., representing Wall, Haight, Carey and Hartpence, attorneys of the defendant.

It was agreed that the testimony should be taken stenographically and the signature of the witness be waived.

CALVIN W. STEELMAN, sworn.

By Mr. Branegan:

Q. Where do you live? A. Florida.

Q. Where did you live on November 8th, 1923? A. Camden, N. J.

Q. 703 Cooper Street, Camden, N. J.? A. Yes.

Q. By whom were you employed on November 8th, 1923? A. West Jersey and Sea Shore Railroad Company.

Q. What were you doing? A. Locomotive engineer.

Q. What was the number of the train you were operating that day? A. North bound, we have two numbers, 2412 north bound.

Q. The one you were operating at the time of this accident? A. 2412.

Q. What type of engine was it you drove that day? A. E-3.

Q. What name was on the side of the locomotive? A. Stamped on cab, West Jersey and Sea Shore Railroad Company.

Q. Where was that train running from? A. From Wildwood to Camden.

Q. Did it pass through the town, Millmay, of New Jersey? A. Yes.

Q. As you got near Millmay station what happened, Mr. Steelman? A. Collided with an automobile at south of crossing.

Q. Has that crossing a name? A. Yes, but I don't know what they call it.

Q. What was the previous stop made by you before you stopped at Millmay or did you stop at Millmay? A. No, we did stop after we collided, stopped previous to it at Mt. Pleasant.

Q. What distance was that away from the scene of the accident? A. About 18 miles.

Q. 10 miles. A. 18 miles.

Q. And as you approach the Millmay station how much of a straightaway is that? A. Four or five miles.

Q. Draw by a clear of that 4 or 5 miles? A. Yes.

Q. Did you at any time previous to the collision see the automobile with which you later collided? A. Yes.

Q. How far away were you from the crossing when you first observed the automobile? A. 1500 yards.

Q. Is there a whistling post along that straightaway? A. Yes, quite a few of them.

Q. Is there one south of this crossing? A. Yes.

Q. How far away from the crossing was this whistling post? A. 900 feet.

Q. What did you do when you got near this post? A. Gave a regular crossing signal.

Q. What was that? A. Two long and two short blasts of the whistle.

Q. Did you at any time after you blew the whistle at the whistling post do any thing? A. After it.

Q. To avoid this collision? A. Sure.

Q. What did you do? A. I gave after I discovered where the machine were then I gave the successive blasts of the whistle and applied brakes in emergency.

Q. How far away were you from the crossing when you gave this second blast? A. About 500 feet.

Q. How fast were you travelling when you blew the second warning? A. 65 miles per hour.

Q. Did you have the engine wide open, the throttle wide open? A. Yes.

Q. And is that as fast as this type of engine will travel? A. No, sir.

Q. At any time on this straightaway were you exceeding 65 miles an hour? A. No, sir.

Q. You had the throttle wide open, the engine can travel more than 65 miles per hour and you were still maintaining only 65 miles an hour? A. Yes, sir.

Q. Where did this train that you were operating start from, Mr. Steelman? A. Wildwood, N. J.

Q. Where was its terminus? A. Camden.

Q. What distance did you stop after colliding with this automobile? A. The distance is, we had twelve car train, I was about very near the length of the train, about.

Q. Were you down near the Millmay station? A. The rear of the train lied at the station just north of the station.

Q. What is the name of the station out of which this train operates or comes from in Camden? A. Can't tell you.

Q. Was it the Pennsylvania Railroad Station or another station? A. Called Camden Terminal operated as Union Station.

Q. How long have you been running—how long had you been running engines in the employ of the West Jersey and Seashore Railroad Company previous to the day of this accident? A. About 40 years.

Q. And what was your age, Mr. Steelman, on the date of this accident? A. 68.

Q. 68. A. Yes.

Q. How long after this accident did you continue in the employ of this company? A. I continued at service until first day of March, 1923.

Q. How long were you operating engines for your employers after the date of this accident? A. 18 to 20 months.

Q. 18 to 20 months. A. No, longer than that, two years and four months.

By Mr. Neutze:

Q. Why not get the date in there that you stopped running engines? A. First day of March, 1925.

By Mr. Branegan:

Q. On that date were you pensioned by your employers? A. Yes.

Q. What did you do, Mr. Steelman, after this accident occurred and your train had stopped just north of Millway? A. I immediately went back to see what had occurred and what damage had been done before the train came to a dead stop leaving the engine in charge of the fireman.

Q. Did you go back alone or who was with you? A. The baggage master and I arrived there about the same time.

Q. Where was the conductor? A. He was getting off the train as I passed.

By Judge French: A lot of this examination is not within the scope of these questions.

By Mr. Branegan: I am trying to work on the 6th and 8th.

By Judge French: I don't think a lot of these questions has anything to do with this.

By Mr. Branegan:

Q. Where did you find the automobile? A. Lying on the side of the bank on side of the track in the ditch.

Q. How far away from the crossing was the machine? A. About 75 to 100 feet.

Q. Will you kindly tell us how fast you were going at the time you struck this automobile? A. 65 miles per hour.

Q. 65 miles per hour. Even after you had applied the emergency brake, after you had blown the statutory signal you still maintained the same speed as you did previous, did you not? A. About the same until we struck the machine, of course, you check up some if you apply the brakes, but—

Q. This was a regular crossing in the town of Millmay? A. No, I would not term it as such.

Q. Do you know of your own knowledge whether there is a bell or a post at this crossing? A. There are posts, sign board.

Q. How about the bells, cross boards? A. That I could not say, I didn't notice.

Q. Who did you get paid by at this time, Mr. Steelman? A. At the time I was in service.

Q. Yes. A. West Jersey & Seashore Railroad Company.

Q. By check or draft? A. By check.

Q. What was the name of the head of this check? A. West Jersey & Seashore Railroad Company.

Q. As you were traveling along this straightaway at 65 miles per hour—in what distance—applying your brakes and all the mean which you have in your power to stop the train in what distance could you have stopped it?

> By Mr. Neutze: I object to that question, the answer calls for a conclusion, doesn't embody the features a hypothetical question should embody.

By Witness:

A. Taking the conditions of the weather and rail, to specify you see the exact distance that you would travel after making your application of your brakes under different conditions of the weather, rail, etc. and so on.

By Mr. Branegan:

Q. Do you remember, Mr. Steelman, what the condition of the weather was on November 8th, 1923? A. I do.

Q. Will you tell us what that was? A. Clear, the weather was clear, dusk or the evening, was not quite dark yet between daylight and dark.

Q. You say you saw this automobile before you got to the whistling post and you were unable to stop the train until it had reached the Millmay station, is that right? A. I don't say that you can see that with your eyes shut, the camera is set different in each picture.

Q. Standing on that crossing (indicating on P-1 Exhibit), in what direction are you looking up the track? A. I am looking south.

Q. Showing the witness Exhibit P-2. Standing on the crossing which way are you looking up the track? A. North.

Q. Whose tracks are those, Mr. Steelman, on which you were running? A. Operated by the Philadelphia and Reading Railway Company.

Q. Have you at any time during your career as a locomotive engineer operated a locomotive for the Pennsylvania Railroad Company? A. No, not for the Pennsylvania Railroad Company.

Q. Do you know whether or not the West Jersey & Seashore Railroad Company is part of the Pennsylvania Railroad Company? A. I do not.

Q. Did you use all due precaution to avoid the accident in which you were involved? A. I did. Absolutely.

Q. This crossing is at a grade? A. Yes.

Q. And there are planks for automobiles, carriages and horses and wagons to pass over? A. Yes, a narrow one.

Q. And this is what you railroad men term as a public crossing?

By Mr. Neutze: I object, that is a conclusion.

By Witness:

A. Yes, it is a public crossing but not a public highway. We term it a blank crossing not frequently used.

By Mr. Neutze: No questions.

Exhibits.

Exhibit D-2 of June 12, 1928.

4/8/25

Statement of Andrew Barnosky, Milmay, N. J.

On Nov. 8th, 1923, when the express train passed which struck Thomas Ross' car, I was back of my house south of the crossing unloading wood from my automobile. I did not see the accident occur, but heard the crash when the car was struck. I saw the train pass our house but cannot say whether the whistle blew. I was not paying attention to the train and the whistle may have blown and I not have heard it. Neither can I say anything about the engine bell.

ANDREW BARNOSKY.

Witness:
A. P. Turnbull.

D-1 for Ident 3/9/26 Exhibit D-3
Exhibit D19A

Exhibits.

Exhibit D-7 of June 12, 1928.

AN AGREEMENT of Consolidation and Merger, made the twenty-eighth day of February, A. D. 1896, by and between the WEST JERSEY RAILROAD COMPANY, the ALLOWAY AND QUINTON RAILROAD COMPANY, the WEST JERSEY AND ATLANTIC RAILROAD COMPANY, THE CAMDEN AND ATLANTIC RAILROAD COMPANY the CHELSEA BRANCH RAILROAD COMPANY, and THE PHILADELPHIA, MARLTON AND MEDFORD RAILROAD COMPANY, all corporations existing under the laws of the State of New Jersey.

WHEREAS, The said the West Jersey Railroad Company was organized under an Act of the Legislature of the State of New Jersey, approved February 5th, 1853, and now owns and operates a system of railroads in that part of New Jersey known as "West Jersey," consisting of a Main Line extending from Camden to Cape May, with Brancnes thereof to Swedesboro, Salem, Bridgeton, Port Norris, Sea Isle City, Ocean City, Stone Harbor, and Holly Beach, a total of one hundred and eighty-four and eighty-four one-hundredths (184.84) miles, and has an authorized Capital Stock of one hundred and seven thousand (107,000) shares of the par value of fifty dollars ($50) each, aggregating five million three hundred and fifty thousand dollars ($5,350,000), of which said Capital Stock there have been full paid and are outstanding twenty hundred and eighty (2080) shares of Special Guaranteed Capital Stock, amounting to one hundred and four thousand dollars ($104,000), and fifty-two thousand four hundred and sixty-two (52,462) shares of Common Capital Stock, amounting to two million six hun-

dred and twenty-three thousand one hundred dollars ($2,623,100);

AND WHEREAS, The said the Alloway and Quinton Railroad Company was organized under the laws of the State of New Jersey, by virtue of Articles of Association filed in the office of the Secretary of State of the State of New Jersey on July 8th, 1891, with authority to construct, maintain, and operate a railroad from Alloway Station on the West Jersey Railroad to the town of Quinton in the County of Salem, which said railroad, four and twenty-two one-hundredths (4.22) miles in length, was constructed and is now in operation, and said Company has an authorized Capital Stock of fifty thousand dollars ($50,000), composed of one thousand (1000) shares of the par value of fifty dollars ($50) each, of which said Capital Stock there have been full paid in cash and are outstanding nine hundred and thirty (930) shares of the par value of fifty ($50) each, amounting in the aggregate to forty-six thousand five hundred dollars ($46,500);

AND WHEREAS, The said the West Jersey and Atlantic Railroad Company owns and operates a railroad from a connection with the West Jersey Railroad at Newfield, thence to Altantic City, a distance of thirty-two and six-tenths (32.6) miles, with a Branch thereof from Pleasantville to Somers' Point, a distance of seven and fourteen one-hundredths (7.14) miles, and said Company has an authorized Capital Stock of twenty-one thousand six hundred (21,600) shares of the par value of one million and eighty thousand dollars ($1,080,000), all of which is full paid and outstanding;

And Whereas, The said The Camden and Atlantic Railroad Company was organized under an Act of the Legislature of the State of New Jersey, approved March 19th, 1852, with authority to "construct a railroad from the City of Camden, in the County of Camden, or from some point within one mile of said City to be determined on by the said Company, to run through the Counties of Camden and Atlantic to the sea, at or near Absecom Inlet, in the said County of Atlantic;" and by a supplement to said Act, approved March 8th, 1861, the said Company was authorized to "construct a branch railroad from, at or near the present terminus of said railroad, in the City of Atlantic, down and along said Absecom Beach to any point at or near Great Egg Harbor Inlet, according to the provisions of the original Act to which this is a supplement;" and the said Company did construct and now operates its railroad from Camden to and through Atlantic City to Absecom Inlet, a point in said City, a distance of about sixty (60) miles, with a Branch thereof extending from a junction with its said railroad at a point thereon forty-three (43) feet south of the middle of Pennsylvania Avenue, in Atlantic City, to Longport, a distance of about seven and five-tenths (7.5) miles, a total length of railroad owned and operated of about sixty-seven and five-tenths (67.5) miles, and said Company has an authorized Capital Stock of one million five hundred thousand dollars ($1,500,000), composed of ten thousand (10,000) shares of Common Capital Stock and twenty thousand (20,000) shares of Preferred Capital Stock, each of the par value of fifty dollars ($50) per share, of which said Capital Stock there have been issued and are now outstanding seven thousand five hun-

dred and fifty-eight (7558) shares of Common Capital Stock, amounting to three hundred and seventy-seven thousand nine hundred dollars ($377,900), and seventeen thousand six hundred and five (17,605) shares of Preferred Capital Stock, amounting to eight hundred and eighty thousand two hundred and fifty dollars ($880,250);

AND WHEREAS, The said the Chelsea Branch Railroad Company was organized under the laws of the State of New Jersey by virtue of Articles of Association filed in the office of the Secretary of State of the State of New Jersey on January 7th, 1889, with authority to construct, maintain, and operate a railroad from a point in Maine Avenue, north of Mediterranean Avenue, in Atlantic City, to a point in or near Chelsea, in said Atlantic City, of which said authorized line there has been constructed one and twenty-three one-hundredths (1.23) miles, and the same is now in operation; and the said Company has an authorized Capital Stock of fifty thousand dollars ($50,000), composed of one thousand (1000) shares of the par value of fifty dollars ($50) each, all of which is full paid and now outstanding;

AND WHEREAS, The said The Philadelphia, Marlton and Medford Railroad Company was organized under the laws of the State of New Jersey, by virtue of Articles of Association filed in the office of the Secretary of State of the State of New Jersey on January 27th, 1880, with authority to construct, maintain, and operate a railroad from a point on the Camden and Atlantic Railroad at or near Haddonfield, in the County of Camden and State of New Jersey, to a point at or near Medford, in Burlington County, in said State, a distance of about eleven and one-half (11½)

miles; which said railroad, eleven and ninety-eight one-hundredths (11.98) miles in length, was constructed and is now in operation, and the said Company has an authorized Capital Stock of one hundred and fifty thousand dollars ($150,000), composed of three thousand (3000) shares of the par value of fifty dollars ($50) per share, of which said Capital Stock there have been issued and are now outstanding twenty hundred and fifty-eight (2058) shares, amounting to one hundred and two thousand nine hundred dollars ($102,900);

And Whereas, The railroads of the said Companies, parties hereto, do connect and form a continuous line of railroad;

And Whereas, It is the desire of the said Companies, parties hereto, as expressed by the action of the Board of Directors of each Company, to Unite, Merge, and Consolidate their Capital Stock, Franchises, and Properties, as by law they are authorized in that behalf to do.

Now this Agreement Witnesseth, That the said Companies, parties hereto, in consideration of the premises do hereby agree that upon the due approval of this agreement by the Stockholders of the said Companies, parties hereto, and the filing of this agreement, or a copy thereof, with the Secretary of State of the State of New Jersey, they, the said Companies, parties hereto, shall be deemed and taken to be one Corporation, by the name provided in this agreement and Act of Union, Consolidation, and Merger, possessing all the rights, privileges, and franchises, and subject to all the restrictions, disabilities, and duties of each of said Companies, parties hereto. The terms and conditions of said Union, Consolidation, and Merger shall be and are as follows:—

Exhibits.

FIRST.—The name, style, and title of the said Consolidated Corporation shall be the "West Jersey and Seashore Railroad Company."

SECOND.—The number of Directors of the said Consolidated Corporation shall be fifteen; and the names and places of residence of the fifteen Directors of the said Consolidated Corporation, who shall be the first Directors thereof, and who shall manage its affairs until others are duly elected and qualified in their stead, are as follows:—

GEORGE B. ROBERTS....Bala, Pa.
COLEMAN F. LEAMING..Cape May Court House, N. J.
JOHN M. MOORE.....Clayton, N. J.
GEORGE WOOD.....Philadelphia, Pa.
N. PARKER SHORTRIDGE..Wynnewood, Pa.
HENRY D. WELSH.....Chestnut Hill, Pa.
W. J. SEWELL.....Camden, N. J.
BENJAMIN F. LEE.....Trenton, N. J.
JAMES H. NIXON.....Millville, N. J.
JOSIAH WISTAR.....Salem, N. J.
WM. G. NIXON.....Bridgeton, N. J.
SAMUEL REA.....Bryn Mawr, Pa.
WM. BETTLE.....Oaklyn, N. J.
CHARLES E. PUGH.....Overbrook, Pa.
JOHN P. GREEN.....Philadelphia, Pa.

THIRD.—The officers of the said Consolidated Corporation who shall hold their respective offices until others are duly qualified in their stead are as follows:—

President ..... GEORGE B. ROBERTS;
Vice-President ..... WILLIAM J. SEWELL;
Secretary ..... JAMES R. MCCLURE;
Treasurer ..... ROBERT W. SMITH.

FOURTH.—The number of shares of the Capital Stock of said Consolidated Corporation shall be the aggregate number of shares which the said Companies, parties hereto, are now authorized to issue, namely, one hundred and sixty-three thousand six hundred (163,600) shares of the par value of fifty dollars ($50) each, amounting to eight million one hundred and eighty thousand dollars ($8,180,000), of which twenty hundred and eighty (2080) shares thereof may remain as Special Guaranteed Capital Stock as now issued and outstand ing by the West Jersey Railroad Company, one of the parties hereto, the remaining one hundred and sixty one thousand five hundred and twenty (161,-520) shares to be Common Capital Stock of said Consolidated Corporation.

FIFTH.—That the said Consolidated Corporation shall be subject to and regulated by the corporate rights, franchises, privileges, duties, and obligations existing under or by force of each, any, or all of the said several Articles of Association, and the several Acts of Assembly, principal or supplementary, of the said State of New Jersey, relating to each or all of said Companies, parties hereto.

SIXTH.—The Capital Stock of each of the said Companies, parties hereto, shall be converted into that of the said Consolidated Corporation in the manner following:—

1. (*a.*) To the holders of the said twenty hundred and eighty (2080) shares of Special Guaranteed Capital Stock of the West Jersey Railroad Company there may be issued in lieu of or exchange for, upon surrender thereof, a like number of shares of Special Guaranteed Capital Stock at

par of the said Consolidated Corporation; or the Directors of the said Consolidated Corporation may upon the consummation of this agreement, offer to the holders of said Special Guaranteed Capital Stock, Debenture Certificates of the said Consolidated Corporation, bearing six (6) per centum per annum in lieu of and exchange for said Special Guaranteed Capital Stock; or the said Directors may take such other and further action in reference to said Special Guaranteed Capital Stock as they may deem for the best interests of the said Consolidated Corporation, and which may be acceptable to the holders of the said Special Guaranteed Capital Stock.

(*b.*) To the holders of the said fifty-two thousand four hundred and sixty-two (52,462) shares of Common Capital Stock of the West Jersey Railroad Company there shall be issued in lieu of or exchange for, upon surrender thereof, Common Capital Stock of the said Consolidated Corporation at par, rating the said fifty-two thousand four hundred and sixty-two (52,462) shares of Common Capital Stock of the said West Jersey Railroad Company at sixty dollars ($60) per share.

2. To the holders of the said nine hundred and thirty (930) shares of Capital Stock of the said Alloway and Quinton Railroad Company there shall be issued in lieu of or exchange for, upon surrender thereof, Common Capital Stock of said Consolidated Corporation at par, rating the said nine hundred and thirty (930) shares of Capital Stock at twenty dollars ($20) per share.

3. To the holders of the said twenty-one thousand six hundred (21,600) shares of Capital Stock of the West Jersey and Atlantic Railroad Company

there shall be issued in lieu of or exchange for, upon surrender thereof, Common Capital Stock of said Consolidated Corporation at par, rating the said twenty-one thousand six hundred (21,600) shares of capital Stock at twenty dollars ($20) per share.

4. (*a.*) To the holders of the said seventy-five hundred and fifty-eight (7558) shares of Common Capital Stock of the said The Camden and Atlantic Railroad Company there shall be issued in lieu of or exchange for, upon surrender thereof, Common Capital Stock of said Consolidated Corporation at par, rating the said seventy-five hundred and fifty-eight (7558) shares at twenty dollars ($20) per share.

(*b.*) To the holders of the said seventeen thousand six hundred and five (17,065) shares of Preferred Capital Stock of the said The Camden and Atlantic Railroad Company there shall be issued in lieu of or exchange for, upon surrender thereof, Common Capital Stock of said Consolidated Corporation at par, rating the said seventeen thousand six hundred and five (17,605) shares of Preferred Capital Stock of the said The Camden and Atlantic Railroad Company at forty-five dollars ($45) per share.

5. To the holders of the said one thousand (1000) shares of Capital Stock of the said Chelsea Branch Railroad Company there shall be issued in lieu of or exchange for, upon surrender thereof, Common Capital Stock of said Consolidated Corporation at par, rating the said one thousand (1000) shares of Capital Stock at twenty dollars ($20) per share.

6. To the holders of the said twenty hundred and fifty-eight (2058) shares of Capital Stock of the said The Philadelphia, Marlton and Medford Railroad Company there shall be issued in lieu of or exchange for, upon surrender thereof, Common Capital Stock of said Consolidated Corporation at par, rating the said twenty hundred and fifty-eight (2058) shares of Capital Stock at fifteen dollars ($15) per share.

7. In the exchanges and conversions herein provided to be made, there shall be issued by the said Consolidated Corporation, for all fractions of shares of Capital Stock, non-interest bearing Scrip, convertible into Common Capital Stock when presented in sums of fifty dollars ($50) or multiples thereof, on or before January 1st, 1897, after which date the said Scrip will be redeemable in cash only.

8. The exchanges and conversions herein contemplated and provided for shall be made and effected within six calendar months after this agreement becomes effective; and after the lapse of said period no further exchanges or conversions shall be made and effected unless specially authorized by resolution of the Directors of the Consolidated Company.

9. The remainder or balance of the Authorized Capital Stock of the said Consolidated Corporation not issued to the said Stockholders shall, after the conversions of the Stock of the said Companies, parties hereto, be, and remain, the property of the said Consolidated Corporation, and subscriptions may be received for said remainder or balance of Stock, and the same may be issued,

from time to time, as to the Board of Directors of the said Consolidated Corporation shall seem meet, without requiring as any condition precedent to such issuance and sale of said Stock any further or other authority of the Stockholders of the said Consolidated Corporation than is herein and hereby given.

SEVENTH.—The Annual Meeting of the Stockholders of the said Consolidated Corporation, at which fifteen (15) Directors shall be elected, shall be held in the City of Camden, State of New Jersey, on the first Tuesday of March, 1897, and on the first Tuesday of March in each succeeding year (unless the time of said Annual Meeting and election should be by due authority of the stockholders changed), and the election for said Directors shall be conducted in such manner and under such lawful regulations as may be prescribed by the By-Laws of the said Consolidated Corporation; and the Board of Directors elected at any Annual Meeting, and duly qualified, shall continue in office for one year or until their successors are duly elected and qualified. In the event of the day fixed for holding the Annual Meeting and the election of Directors being duly designated a legal holiday, the Annual Meeting and election shall be held on the day following not a legal holiday. The Board of Directors shall elect a President and one or more Vice-Presidents from their own number, and a Secretary, Treasurer, and such other Officers as may, in their judgment, be necessary, and in such manner and under such regulations as may be prescribed by the By-Laws of the said Consolidated Corporation.

EIGHTH.—Upon the consummation of this act of Union, Consolidation, and Merger, all and singular the rights, privileges, and franchises of each of said Companies, parties hereto, and all the property, real, personal, and mixed, and all the debts due on whatever account, as well as of Stock subscriptions and other things in action belonging to each of said Companies, parties hereto, shall be taken and deemed to be transferred to and vested in the said Consolidated Corporation without further act or deed; and all property, rights of way, and all and every other interests, shall be as effectually the property of the said the Consolidated Corporation as they were of the said Companies parties hereto; and the title to real estate, either by deed or otherwise, under the laws of the said State of New Jersey, vested in either of said Companies, parties hereto, shall not be deemed to revert or be in any way impaired by reason of this act and Agreement of Union Consolidation and Merger: PROVIDED, HOWEVER, That all the rights of creditors, and all liens upon the property of either of the said Companies, parties hereto, shall be preserved unimpaired, and the said Companies, parties hereto, may be deemed to continue in existence to preserve the same; and all debts, liabilities, and duties of either of said Companies, parties hereto, shall thenceforth attach to said Consolidated Corporation, and be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

IN WITNESS WHEREOF, The said West Jersey Railroad Company, the said Alloway and Quinton Railroad Company, the said West Jersey and Atlantic Railroad Company, the said The Camden

and Atlantic Railroad Company, the said Chelsea Branch Railroad Company, and the said The Philadelphia, Marlton and Medford Railroad Company, all incorporated under the laws of New Jersey, have each caused this Agreement to be signed by their respective Presidents, and have hereunto affixed their respective common or corporate seals, duly attested, and have further caused the same to be signed by all of their respective Directors, the day and year first above written.

WEST JERSEY RAILROAD COMPANY,
By
G. B. ROBERTS,
President.

[Corporate Seal of the West Jersey Railroad Company.]

Attest:
JAS. R. MCCLURE,
Secretary.

Signed, sealed and delivered in the presence of us:
JAS. R. MCCLURE,
W. B. SCHOFIELD.

G. B. ROBERTS,
COLEMAN F. LEAMING,
JOHN M. MOORE,
GEORGE WOOD,
N. P. SHORTRIDGE,
HENRY D. WELSH,
W. J. SEWELL,
BENJ. F. LEE,
JAMES H. NIXON,
JOSIAH WISTAR,
WM. G. NIXON,
SAM'L REA,
WILLIAM BETTLE,
CHAS. E. PUGH,
JNO. P. GREEN,
Directors of the West Jersey Railroad Company.

Signed by all the directors in the presence of us:
JAS. R. MCCLURE,
W. B. SCHOFIELD.

ALLOWAY AND QUINTON RAILROAD COMPANY,

By

W. J. SEWELL,
President.

[Corporate Seal of the Alloway and Quinton Railroad Company.]

Attest:

JAS. R. McCLURE,
Secretary.

Signed, sealed and delivered in the presence of us:
JAS. R. McCLURE,
W. B. SCHOFIELD.

Signed by all the directors in the presence of us:
JAS. R. McCLURE,
W. B. SCHOFIELD.

W. J. SEWELL,
A. O. DAYTON,
JOHN M. MOORE,
JOSIAH WISTAR,
HENRY D. WELSH,
JAS R. McCLURE,
SAM'L REA,
Directors of the Alloway and Quinton Railroad Company.

WEST JERSEY AND ATLANTIC RAILROAD COMPANY,

By

GEORGE WOOD,
President.

[Corporate Seal of the West Jersey and Atlantic Railroad Company.]

Attest:

JAS. R. MCCLURE,
Secretary.

Signed, sealed and delivered in the presence of us:
JAS. R. MCCLURE,
W. B. SCHOFIELD.

GEORGE WOOD,
W. J. SEWELL,
AARON FRIES,
M. HUTCHINSON,
BENJ. F. LEE,
JOHN M. MOORE,
WM. S. SCULL,
WALTER WOOD,
JOHN J. GARDNER,
ISRAEL G. ADAMS,
N. P. SHORTRIDGE,
SAM'L REA,
W. L. ELKINS,

Signed by all the directors in the presence of us:
JAS. R. MCCLURE,
W. B. SCHOFIELD.

Directors of the West Jersey and Atlantic Railroad Company.

THE CAMDEN AND ATLANTIC RAILROAD COMPANY,

By

G. B. ROBERTS,
President.

[Corporate Seal of The Camden and Atlantic Railroad Company.]

Attest:

JAS. R. MCCLURE,
Secretary.

Signed, sealed and delivered in the presence of us:
JAS. R. MCCLURE,
W. B. SCHOFIELD.

G. B. ROBERTS,
W. L. ELKINS,
(Vacancy by death.)
WILLIAM BETTLE,
E. E. READ,
HENRY D. WELSH,
WILLIAM C. DAYTON,
CRAWFORD MILLER,
ENOCH A. DOUGHTY,
JOHN B. HAY,
SAM'L REA,
W. J. SEWELL,
CHAS. E. PUGH,

Signed by all the directors in the presence of us:
JAS. R. MCCLURE,
W. B. SCHOFIELD.

Directors of The Camden and Atlantic Railroad Company.

CHELSEA BRANCH RAILROAD COMPANY,
By
W. J. SEWELL,
President.

[Corporate Seal of the Chelsea Branch Railroad Company.]

Attest:
JAS. R. MCCLURE,
Secretary.

Signed, sealed and delivered in the presence of us:
JAS. R. MCCLURE,
W. B. SCHOFIELD.

Signed by all the directors in the presence of us:
JAS. R. MCCLURE,
W. B. SCHOFIELD.

W. J. SEWELL,
A. O. DAYTON,
WILLIAM BETTLE,
PETER V. VOOHEES,
HENRY D. WELSH,
SAM'L REA,
CRAWFORD MILLER,
Directors of the Chelsea Branch Railroad Company.

THE PHILADELPHIA, MARLTON AND MEDFORD RAILROAD COMPANY,
By
G. B. ROBERTS,
President.

[Corporate Seal of the Philadelphia, Marlton and Medford Railroad Company.]

Attest:
JAS. R. MCCLURE,
Secretary.

Signed, sealed and delivered in the presence of us:
JAS. R. MCCLURE,
W. B. SCHOFIELD.

G. B. ROBERTS,
HENRY D. WELSH,
E. E. READ,
(Vacancy by death.)
(Vacancy by death.)

Signed by all the directors in the presence of us:
JAS. R. MCCLURE,
W. B. SCHOFIELD.

ELLWOOD EVANS,
E. B. WOOLSTON,
CRAWFORD MILLER,
CHARLES J. WALTON, SR.,
JOS. EVANS,
JOSHUA S. WILLS,
W. J. SEWELL,
SAM'L REA,

Directors of The Philadelphia, Marlton and Medford Railroad Company.

STATE OF NEW JERSEY, *ss.*

BE IT REMEMBERED, That on this twenty-eighth day of April, A. D. 1896, before me, the subscriber, a Master in the Court of Chancery of the State of New Jersey, personally appeared James R. McClure, who, being by me duly sworn according to law, on his oath saith that he is the Secretary of West Jersey Railroad Company, one of the within contracting parties; that G. B. Roberts is the President of the same; that the seal affixed to the foregoing Agreement of Consolidation and Merger is the corporate seal of the said Company; and that the said G. B. Roberts, as such President, signed said Agreement and affixed said corporate seal thereto, and delivered the same as the voluntary act and deed of the said Company, in the presence of the deponent, and by the authority of the Board of Directors of the said Company, for the uses and purposes therein expressed, given at a meeting of the said Board held on the twenty-eighth day of February, A. D. 1896, and that he, the said James R. McClure, did, at the execution thereof, attest the same and subscribe his name as witness thereto, and as a witness to the signatures of the Directors of the said Company thereto affixed.

JAS. R. MCCLURE.

Subscribed to and sworn before me, the day and year aforesaid.

HUGH B. ELY,
M. C. C., State of New Jersey.

STATE OF NEW JERSEY, *ss.*

BE IT REMEMBERED, That on this twenty-eighth day of April, A. D. 1896, before me, the subscriber, a Master in the Court of Chancery of the State of New Jersey, personally appeared James R. McClure, who, being by me duly sworn according to law, on his oath saith that he is the Secretary of the Alloway and Quinton Railroad Company, one of the within contracting parties; that W. J. Sewell is the President of the same; that the seal affixed to the foregoing Agreement of Consolidation and Merger is the corporate seal of the said Company; and that the said W. J. Sewell, as such President, signed said Agreement and affixed said corporate seal thereto, and delivered the same as the voluntary act and deed of the said Company, in the presence of the deponent, and by the authority of the Board of Directors of the said Company, for the uses and purposes therein expressed, given at a meeting of the said Board held on the twenty-eighth day of February, A. D. 1896, and that he, the said James R. McClure, did, at the execution thereof, attest the same and subscribe his name as a witness thereto, and as a witness to the signatures of the Directors of the said Company thereto affixed.

JAS. R. MCCLURE.

Subscribed to and sworn before me, the day and year aforesaid.

HUGH B. ELY,
M. C. C., State of New Jersey.

STATE OF NEW JERSEY, *ss.*

BE IT REMEMBERED, That on this twenty-eighth day of April, A. D. 1896, before me, the subscriber, a Master in the Court of Chancery of the State of New Jersey, personally appeared James R. McClure, who, being by me duly sworn according to law, on his oath saith that he is the Secretary of the West Jersey and Atlantic Railroad Company, one of the within contracting parties; that George Wood is the President of the same; that the seal affixed to the foregoing Agreement of Consolidation and Merger is the corporate seal of the said Company; and that the said George Wood, as such President, signed said Agreement and affixed said corporate seal thereto, and delivered the same as the voluntary act and deed of the said Company, in the presence of the deponent, and by the authority of the Board of Directors of the said Company, for the uses and purposes therein expressed, given at a meeting of the said Board held on the twenty-eighth day of February, A. D. 1896, and that he, the said James R. McClure, did, at the execution thereof, attest the same and subscribe his name as witness thereto, and as a witness to the signatures if the Directors of the said Company thereto affixed.

JAS. R. MCCLURE.

Subscribed to and sworn before me, the day and year aforesaid.

HUGH B. ELY,
M. C. C., State of New Jersey.

Exhibits.

STATE OF NEW JERSEY, *ss.*

BE IT REMEMBERED, That on this twenty-eighth day of April, A. D. 1896, before me, the subscriber, a Master in the Court of Chancery of the State of New Jersey, personally appeared James R. McClure, who being by me duly sworn according to law, on his oath saith that he is the Secretary of The Camden and Atlantic Railroad Company, one of the within contracting parties; that G. B. Roberts is the President of the same; that the seal affixed to the foregoing Agreement of Consolidation and Merger is the corporate seal of the said Company; and that the said G. B. Roberts, as such President, signed said Agreement and affixed said corporate seal thereto, and delivered the same as the voluntary act and deed of the said Company, in the presence of the deponent, and by the authority of the Board of Directors of the said Company, for the uses and purposes therein expressed, given at a meeting of the said Board held on the twenty-eighth day of February, A. D. 1896, and that he, the said James R. McClure, did, at the execution thereof, attest the same and subscribe his name as witness thereto, and as a witness to the signatures of the Directors of the said Company thereto affixed.

JAS. R. MCCLURE.

Subscribed to and sworn before me, the day and year aforesaid.

HUGH B. ELY,
M. C. C., State of New Jersey.

STATE OF NEW JERSEY, *ss.*

BE IT REMEMBERED, That on this twenty-eighth day of April, A. D. 1896, before me, the subscriber, a Master in the Court of Chancery of the State of New Jersey, personally appeared James R. McClure, who being by me duly sworn according to law, on his oath saith that he is the Secretary of the Chelsea Branch Railroad Company, one of the within contracting parties; that W. J. Sewell is the President of the same; that the seal affixed to the foregoing Agreement of Consolidation and Merger is the corporate seal of the said Company; and that the said W. J. Sewell, as such President, signed said Agreement and affixed said corporate seal thereto, and delivered the same as the voluntary act and deed of the said Company, in the presence of the deponent, and by the authority of the Board of Directors of the said Company, for the uses and purposes therein expressed, given at a meeting of the said Board held on the twenty-eighth day of February, A. D. 1896, and that he, the said James R. McClure, did, at the execution thereof, attest the same and subscribe his name as witness thereto, and as a witness to the signatures of the Directors of the said Company thereto affixed.

JAS. R. MCCLURE.

Subscribed to and sworn before me, the day and year aforesaid.

HUGH B. ELY,
M. C. C., State of New Jersey.

Exhibits.

STATE OF NEW JERSEY, *ss.*

BE IT REMEMBERED, That on this twenty-eighth day of April, A. D. 1896, before me, the subscriber, a Master in the Court of Chancery of the State of New Jersey, personally appeared James R. McClure, who being by me duly sworn according to law, on his oath saith that he is the Secretary of The Philadelphia, Marlton and Medford Railroad Company, one of the within contracting parties; that G. B. Roberts is the President of the same; that the seal affixed to the foregoing Agreement of Consolidation and Merger is the corporate seal of the said Company; and that the said G. B. Roberts, as such President, signed said Agreement and affixed said corporate seal thereto, and delivered the same as the voluntary act and deed of the said Company, in the presence of the deponent, and by the authority of the Board of Directors of the said Company, for the uses and purposes therein expressed, given at a meeting of the said Board held on the twenty-eighth day of February, A. D. 1896, and that he, the said James R. McClure, did, at the execution thereof, attest the same and subscribe his name as witness thereto, and as a witness to the signatures of the Directors of the said Company thereto affixed.

JAS. R. MCCLURE.

Subscribed to and sworn before me, the day and year aforesaid.

HUGH B. ELY,
M. C. C., State of New Jersey.

I, JAMES R. MCCLURE, Secretary of the West Jersey Railroad Company, a corporation existing under the laws of the State of New Jersey, do hereby certify that at a meeting of the Stockholders of the said Company, duly called as by law required, and held in the City of Camden, N. J., on the second day of May, A. D. 1896, for the purpose of taking the foregoing Agreement of Consolidation and Merger into consideration and taking a ballot in person or by proxy upon the adoption or rejection of the same, 45,929 votes of the Stockholders of the said Company were cast at the said meeting, and that 45,926 votes cast were in favor of the adoption of the above foregoing Agreement and the Consolidation and Merger therein mentioned and provided for, it being more than two-thirds of all the votes of all the Stockholders voting separately.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the West Jersey Railroad Company, this second day of May, A. D. 1896.

JAS. R. MCCLURE,
Secretary of the West Jersey Railroad Company.

[Corporate Seal of the West Jersey Railroad Company.]

Exhibits.

I, JAMES R. MCCLURE, Secretary of the Alloway and Quinton Railroad Company, a corporation existing under the laws of the State of New Jersey, do hereby certify that at a meeting of the Stockholders of the said Company, duly called as by law required, and held in the City of Camden, N. J., on the second day of May, A. D. 1896, for the purpose of taking the foregoing Agreement of Consolidation and Merger into consideration and taking a ballot in person or by proxy upon the adoption or rejection of the same, 929 votes of the Stockholders of the said Company were cast at the said meeting, and that 929 votes cast were in favor of the adoption of the above foregoing Agreement and the Consolidation and Merger therein mentioned and provided for, it being more than two-thirds of all the votes of all the Stockholders voting separately.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Alloway and Quinton Railroad Company, this second day of May, A. D. 1896.

[Corporate Seal of the Alloway and Quinton Railroad Company.]

JAS. R. MCCLURE,
Secretary of the Alloway and Quinton Railroad Company.

I, JAMES R. MCCLURE, Secretary of the West Jersey and Atlantic Railroad Company, a corporation existing under the laws of the State of New Jersey, do hereby certify that at a meeting of the Stockholders of the said Company, duly called as by law required, and held in the city of Camden, N. J., on the second day of May, A. D. 1896, for the purpose of taking the foregoing Agreement of Consolidation and Merger into consideration and taking a ballot in person or by proxy upon the adoption or rejection of the same, 19,475 votes of the Stockholders of the said Company were cast at the said meeting, and that 18,725 votes cast were in favor of the adoption of the above foregoing Agreement and the Consolidation and Merger therein mentioned and provided for, it being more than two-thirds of all the votes of all the Stockholders voting separately.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the West Jersey and Atlantic Railroad Company, this second day of May, A. D. 1896.

[Corporate Seal of the West Jersey and Atlantic Railroad Company.]

JAS. R. MCCLURE,
Secretary of the West Jersey and Atlantic Railroad Company.

Exhibits.

I, JAMES R. MCCLURE, Secretary of The Camden and Atlantic Railroad Company, a corporation existing under the laws of the State of New Jersey, do hereby certify that at a meeting of the Stockholders of the said Company, duly called as by law required, and held in the City of Camden, N. J., on the second day of May, A. D. 1896, for the purpose of taking the foregoing Agreement of Consolidation and Merger into consideration and taking a ballot in person or by proxy upon the adoption or rejection of the same, 21,784 votes of the Stockholders of the said Company were cast at the said meeting, and that 19,327 votes cast were in favor of the adoption of the above foregoing Agreement and the Consolidation and Merger therein mentioned and provided for, it being more than two-thirds of all the votes of all the Stockholders voting separately.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of The Camden and Atlantic Railroad Company, this second day of May, A. D. 1896.

[Corporate Seal of The Camden and Atlantic Railroad Company.]

JAS. R. MCCLURE,
Secretary of The Camden and Atlantic Railroad Company.

I, JAMES R. MCCLURE, Secretary of the Chelsea Branch Railroad Company, a corporation existing under the laws of the State of New Jersey, do hereby certify that at a meeting of the Stockholders of the said Company, duly called as by law required, and held in the City of Camden, N. J., on the second day of May, A. D. 1896, for the purpose of taking the foregoing Agreement of Consolidation and Merger into consideration and taking a ballot in person or by proxy upon the adoption or rejection of the same, 998 votes of the Stockholders of the said Company were cast at the said meeting, and that 998 votes cast were in favor of the adoption of the above foregoing Agreement and the Consolidation and Merger therein mentioned and provided for, it being more than two-thirds of all the votes of all the Stockholders voting separately.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Chelsea Branch Railroad Company, this second day of May, A. D. 1896.

JAS. R. MCCLURE,
Secretary of the Chelsea Branch Railroad Company.

[Corporate Seal of the Chelsea Branch Railroad Company.]

Exhibits.

I, JAMES R. MCCLURE, Secretary of The Philadelphia, Marlton and Medford Railroad Company, a corporation existing under the laws of the State of New Jersey, do hereby certify that at a meeting of the Stockholders of the said Company, duly called as by law required, and held in the City of Camden, N. J., on the second day of May, A. D. 1896, for the purpose of taking the foregoing Agreement of Consolidation and Merger into consideration and taking a ballot in person or by proxy upon the adoption or rejection of the same, 1804 votes of the Stockholders of the said Company were cast at the said meeting, and that 1784 votes cast were in favor of the adoption of the above foregoing Agreement and the Consolidation and Merger therein mentioned and provided for, it being more than two-thirds of all the votes of all the Stockholders voting separately.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of The Philadelphia, Marlton and Medford Railroad Company, this second day of May, A. D. 1896.

[Corporate Seal of The Philadelphia, Marlton and Medford Railroad Company.]

JAS. R. MCCLURE,
Secretary of The Philadelphia, Marlton and Medford, Railroad Company.

State of New Jersey, }
Department of State. }

I, ALEXANDER H. RICKEY, Assistant Secretary of State of the State of New Jersey, do hereby certify that the foregoing is a true copy of Agreement of Consolidation and Merger made February 28th, 1896, by and between the West Jersey Railroad Company, the Alloway and Quinton Railroad Company, the West Jersey and Atlantic Railroad Company, The Camden and Atlantic Railroad Company, the Chelsea Branch Railroad Company, and The Philadelphia, Marlton and Medford Railroad Company, to be known as the West Jersey and Seashore Railroad Company, as the same is taken from and compared with the original (filed May 4th, 1896), and now remaining on file and of record in the office of the Secretary of State.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Trenton, this fourth day of May, A. D. 1896.

[Seal of the Secretary of the State of New Jersey.]

A. H. RICKEY,
Assistant Secretary of State.

corporations," approved April seventh, eighteen hundred and seventy-five, as amended by supplements of March eighth, eighteen hundred and seventy-seven, and May first, eighteen hundred and ninety-four, the WEST JERSEY & SEASHORE RAILROAD. *Company,*

a corporation organized under the laws of the State of *renders the following statement, to be filed in the Department of State of the State of New Jersey:*

The principal office of the Company in New Jersey is located at ~~S.E. cor. Delaware~~ Federal *street,*

Camden
(City or Town.)

The Office or Agent in charge of said office is W. J. Sewell

The principal office of the Company out of New Jersey is located at Broad Station *street,*

Philadelphia, Pennsylvania
(City or Town.) (State.)

The business of the Company is that of maintaining and operating a railroad for the public use in the conveyance of persons and property

An election for ~~Directors of said Company was held on~~ provided for in the Agreement of Consolidation and Merger filed May 4th, 1896. *The names of the Directors elected at that time as well as those holding over (if any), and of the Officers with the date of election or appointment, term of office and residence of each, are as follows:*

NAMES OF DIRECTORS AND OFFICERS.	RESIDENCE.	TERM OF OFFICE.	DATE OF ELECTION OR APPOINTMENT.
George B. Roberts	Bala, Pa.	10 mos.	May 4th. 1896
Coleman T. Leaming	Cape May, C.H., N.J.	"	"
John M. Moore	Clayton, N.J.	"	"
George Wood	Philadelphia, Pa.	"	"
W. Parker Shortridge	Wynnewood, Pa.	"	"
Henry D. Welsh	Chestnut Hill, Pa.	"	"
W. J. Sewell	Camden, N.J.	"	"
Benjamin F. Lee	Trenton, N.J.	"	"
James H. Nixon	Millville, N.J.	"	"
Josiah Wistar	Salem, N.J.	"	"
Wm. G. Nixon	Bridgeton, N.J.	"	"
Samuel Rea	Bryn Mawr, Pa.	"	"
Wm. Duane	Oaklyn, N.J.	"	"
Charles E. Pugh	Overbrook, Pa.	"	"
John P. Green	Philadelphia, Pa.	"	"
President, George B. Roberts	Bala, Pa.		
Vice Pres., William J. Sewell	Camden N.J.		
2d Vice Pres., None			
3d Vice Pres., None			
Secretary, James R. McClure	Philadelphia, Pa.		
Treasurer, Robert M. Smith	do		

Dated 189

The foregoing statement is correct and true.

ATTEST: J. R. McClure
Secretary.

G B Roberts
President.

10

R R 1896

31.

REPORT FOR 1896

OF THE

WEST JERSEY & SEASHORE RAILROAD. *Company*

of the State of

Officers, Directors, &c.

Filed FILED MAY 12 1896 *189*

SECRETARY OF STATE. *Secretary of State.*

PAID MAY 12 1896 ASST. SECRETARY OF STATE.

[illegible] hundred and seventy-five, as amended by supplements of March eighth, eighteen hundred and seventy-seven, and May first, eighteen hundred and ninety-four, the WEST JERSEY & SEASHORE RAILROAD Company, a corporation organized under the laws of the State of New Jersey renders the following statement, to be filed in the Department of State of the State of New Jersey:

The principal office of the Company in New Jersey is located at ~~[illegible]~~ S.E. corner of Delaware & Federal streets Camden.
(City or Town.)

The Office or Agent in charge of said office is W. J. Sewell

The principal office of the Company out of New Jersey is located at ~~No.~~ General Office Penna. R.R. Co ~~street,~~ Philadelphia, Pennsylvania
City or Town.) (State.)

The business of the Company is that of maintaining and operating a railroad for the public use in the conveyance of persons and property

An election for Directors of said Company was held on the Second day of March, 1897. The names of the Directors elected at that time as well as those holding over (if any), and of the Officers with the date of election or appointment, term of office and residence of each, are as follows:

NAMES OF DIRECTORS AND OFFICERS.	RESIDENCE.	TERM OF OFFICE.	DATE OF ELECTION OR APPOINTMENT.
Frank Thomson	Merion, Pa.	one year	March 2d, 1897
Coleman F. Leaming	Cape May C.H., N.J.	"	"
John M. Moore	Clayton, N.J.	"	"
George Wood	Philadelphia	"	"
N. Parker Shortridge	Wynnewood, Pa.	"	"
W. J. Sewell	Camden, N.J.	"	"
Benjamin F. Lee	Trenton, N.J.	"	"
James H. Nixon	Millville, N.J.	"	"
Josiah Wistar	Salem, N.J.	"	"
Wm. G. Nixon	Bridgeton, N.J.	"	"
Samuel Rea	Bryn Mawr, Pa.	"	"
William Bellte	Oaklyn, Camden Co. N.J.	"	"
Charles E. Pugh	Overbrook, Pa.	"	"
John P. Green	Philadelphia, Pa.	"	"
W. H. Barnes	do	"	"
President, Frank Thomson	Merion, Pa.	One year	March 2d, 1897
Vice Pres., W. J. Sewell	Camden, N.J.	"	"
2d Vice Pres., Chas. E. Pugh	Overbrook, Pa.	"	"
3d Vice Pres., Samuel Rea	Bryn Mawr, Pa.	"	"
Secretary, James R. McClure	Philadelphia, Pa.	"	"
Treasurer, Robert W. Smith	Rosemont, Pa.	"	"

Dated March 5th 1897

The foregoing statement is correct and true.

Frank Thomson
President.

ATTEST: Jas R. McClure
Secretary.

RR584

31.

REPORT FOR 1897

OF THE

West Jersey & Atlantic Railroad Company

of the State of

Officers, Directors, &c.

FILED

MAR 6 1897

Filed 189

SECRETARY OF STATE.

Secretary of State.

PAID

MAR 5 1897

AS'T SECRETARY OF STATE.

9

ments of March eighth, eighteen hundred and seventy-seven, and May first, eighteen hundred and ninety-four, the WEST JERSEY & SEASHORE RAILROAD Company,

a corporation organized under the laws of the State of New Jersey renders the following statement, to be filed in the Department of State of the State of New Jersey:

The principal office of the Company in New Jersey is located at S.E. cor. Delaware & Federal streets, Camden, (City or Town.)

The Office or Agent in charge of said office is Wm. J. Sewell

The principal office of the Company out of New Jersey is located at Penna. R.R. Co. General Office Philadelphia (City or Town.) Pennsylvania. (State.)

The business of the Company is that of maintaining and operating a railroad for the public use in the Conveyance of Persons and Property.

An election for Directors of said Company was held on the first day of March, 1898. The names of the Directors elected at that time as well as those holding over (if any), and of the Officers with the date of election or appointment, term of office and residence of each, are as follows:

NAMES OF DIRECTORS AND OFFICERS.	RESIDENCE.	TERM OF OFFICE.	DATE OF ELECTION OR APPOINTMENT.
Frank Thomson	Merion, Pa	One year	March 7th. 1899
Coleman F. Leaming	Cape May C.H., N.J.	"	"
John M. Moore	Clayton, N.J.	"	"
George Wood	Philadelphia, Pa.	"	"
N. Parker Shortridge	Wynnewood, Pa.	"	"
W.J. Sewell	Camden, N.J.	"	"
Benjamin F. Lee	Trenton, N.J.	"	"
James H. Nixon	Millville, N.J.	"	"
Josiah Wistar	Salem, N.J.	"	"
Wm. B. Nixon	Bridgton, N.J.	"	"
Samuel Rea	Bryn Mawr	"	"
William Butler	Marlyn, N.J.	"	"
Charles E. Pugh	Overbrook, Pa.	"	"
John P. Green	Philadelphia, Pa	"	"
W. H. Barnes	do	"	"
President, Frank Thomson	Merion, Pa	"	"
1 Vice Pres., W.J. Sewell	Camden, N.J.	"	"
2d Vice Pres., Charles E. Pugh	Overbrook, Pa.	"	"
3d Vice Pres., Samuel Rea	Bryn Mawr, Pa.	"	"
Secretary, James R. McClure	Philadelphia, Pa	"	"
Treasurer, Robert W. Smith	do	"	"

Dated March 5th. 1898

The foregoing statement is correct and true.

Frank Thomson
President.

ATTEST: Jas R. McClure
Secretary.

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31.

REPORT FOR 1898

OF THE

West Jersey & Seashore

Railroad Company

of the State of NJ.

Officers, Directors, &c.

FILED

Filed MAR 7 1898 189

George Munro

SECRETARY OF STATE. Secretary of State.



As required by an Act of the Legislature of the State of New Jersey, entitled "An Act Concerning Corporations," approved April 7, 1875, and by the acts amendatory thereof and supplemental thereto,

WEST JERSEY & SEASHORE RAILROAD Company,

a corporation organized under the laws of the State of New Jersey renders the following statement, to be filed in the Department of State of the State of New Jersey:

The principal office of the Company in New Jersey is located at ~~No.~~ South east Cor Delaware + Federal streets Camden (City or Town.)

The Officer or Agent in charge of said office is W. J. Sewell

The principal office of the Company out of New Jersey is located at ~~No.~~ Penna. R. R. Co General Office Broad Street Station ~~street~~, Philadelphia (City or Town) Pennsylvania (State.)

The business of the Company is that of maintaining and operating a railroad for the public use in the conveyance of persons and property.

An election for Directors of said Company was held on the Seventh day of March, 1899. The names of the Directors elected at that time as well as those holding over (if any), and of the Officers with the date of election or appointment, term of office and residence of each, are as follows:

NAMES OF DIRECTORS AND OFFICERS.	RESIDENCE.	TERM OF OFFICE.	DATE OF ELECTION OR APPOINTMENT.
Frank Thomson	Merion, Pa.	One year	March 7th. 1899
Coleman F. Leaming	Cape May, C. H. N. J.	"	"
John M. Moore	Clayton, N. J.	"	"
George Wood	Philadelphia, Pa.	"	"
N. Parker Shortridge	Wynnewood, Pa.	"	"
W. J. Sewell	Camden, N. J.	"	"
Benjamin F. Lee	Trenton, N. J.	"	"
James H. Nixon	Millville, N. J.	"	"
Josiah Wistar	Salem, N. J.	"	"
Wm. G. Nixon	Bridgeton, N. J.	"	"
Samuel Rea	Bryn Mawr, Pa.	"	"
Wm. Bettle	Oaklyn, N. J.	"	"
Charles E. Pugh	Overbrook, Pa.	"	"
John P. Green	Philadelphia, Pa.	"	"
W. H. Barnes	do	"	"
President, Frank Thomson	Merion, Pa.	"	"
Vice Pres., Wm. J. Sewell	Camden, N. J.	"	"
2d Vice Pres., Charles E. Pugh	Overbrook, Pa.	"	"
3d Vice Pres., Samuel Rea	Bryn Mawr, Pa	"	"
Secretary, James R. McClure	Philadelphia, Pa.	"	"
Treasurer, Robert W. Smith	Rosemont, Pa.	"	"

Dated March 16th. 1899

The foregoing statement is correct and true.

Frank Thomson President.

ATTEST: Jas. R. McClure Secretary.

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31. R R 5-84

REPORT FOR 1899

OF THE

West Jersey & Seashore Railroad

Company

of the State of New Jersey

Officers, Directors, &c.

Filed FILED 189

MAR 17 1899

George Muth

SECRETARY OF STATE

Secretary of State.

PAID

MAR 17 1899

Alex. H. Rickey

ASST. SECRETARY OF STATE

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As required by the forty-third section of an act of the Legislature of the State of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," the

WEST JERSEY & SEASHORE RAILROAD Company,

a corporation organized under the laws of the State of New Jersey renders the following statement, to be filed in the office of the Secretary of State of the State of New Jersey:

The character of the business of said corporation is Passenger and Freight

The principal office in this State is at No. Corner Delaware and Federal streets Camden N J.

The name of the Agent in charge of said office, upon whom process may be served, is W J Sewell

An election for Directors of said Company was held on the 6th day of March 1900 ~~189~~. The names of the Directors elected at that time as well as all other directors (if any), and of the officers, with the date of the election or appointment, term of office, residence and post-office address of each, are as follows:

NAMES OF DIRECTORS AND OFFICERS.	RESIDENCE AND POST-OFFICE ADDRESS.	TERM OF OFFICE.	DATE OF ELECTION OR APPOINTMENT.
Director, W J Sewell	Camden N J	One year	March 6. 1900
" Coleman T Laning	Cape May C.H. N J	"	"
" John M Moore	Clayton N J	"	"
" George Wood	Philadelphia	"	"
" N Parker Shortridge	Wynnewood Pa	"	"
" Benjamin T Lee	Trenton N J.	"	"
" James H Nixon	Millville N J.	"	"
" Josiah Wistar	Salem N J	"	"
" Lewis Nixon	Bridgeton N J.	"	"
" Samuel Rea	Phila'a	"	"
" Wm Butler	Oaklyn N J	"	"
" Chas E Pugh	Phila'a	"	"
" John P. Green	"	"	"
" W H Barnes	"	"	"
" S M Prevost	"	"	"
President, W J Sewell	Camden N J	"	"
1st Vice Pres., Chas E Pugh	Phila'a	"	"
2d Vice Pres., S M Prevost	"	"	"
3d Vice Pres., Saml Rea	"	"	"
Secretary, John M Harding	"	"	"
Treasurer, Robt. W Smith	"	"	"

Dated March 22 1900 ~~189~~

The foregoing statement is correct and true.

ATTEST:

J M Harding
Secretary.

W J Sewell
President.

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REPORT FOR ~~189~~ 1900

OF THE

West Jersey and

Seashore Railroad Company

of the State of New Jersey

Officers, Directors, &c.

Filed FILED 189

MAR 23 1900

George Hunt Secretary of State.

SECRETARY OF STATE.

PAID

S

Annual Report by a Railroad Corporation.

The West-Jersey and Seashore Railroad *Company.*

Organized under the Laws of the State of New Jersey

The corporation above named, organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is West Jersey and Seashore Railroad Company

SECOND—The location of the registered office is at ~~No.~~ Federal & Delaware Street, Camden, and W. J. Sewell is the agent upon whom process may be served.

THIRD—The character of the business is Carrying Passengers & Freight.

FOURTH—The amount of the authorized capital stock is $ 8.180.000 The amount actually issued and outstanding is $ 5.055.350

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
W. J. Sewell	Camden N.J.	Mar H. 1902
John M. Moore	Clayton "	"
George Wood	Philada Pa	"
N. Parker Shortridge	Wynnewood Montgy Co Pa	"
Benjamin F. Lee	Trenton N.J.	"
Josiah Wistar	Salem "	"
Wm. G. Nixon	Bridgeton "	"
Samuel Rea	Philada Pa	"
Wm. Bettle	Oaklyn Camden Co N.J.	"
Charles E. Pugh	Philada Pa	"
John P. Green	Philada Pa	"
W. H. Barnes	Philada Pa	"
S. M. Prevost.	Philada Pa	"
Edward C. Stokes	Millville N.J.	"
Samuel H. Grey	Camden "	"
OFFICERS:		
President, W. J. Sewell	Camden N.J.	"
1st Vice-President, Chas E. Pugh	Philada Pa	"
2d Vice-President S. M. Prevost	"	"
3d " " Saml Rea	"	"
Treasurer, Robt. W. Smith	"	"
Secretary, J. M. Harding	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on First Tuesday in March 1902

WITNESS our hands the 19th day of March A. D. 1901

W. J. Sewell *President.*

J. M. Harding *Secretary.*

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RR 589

Annual Report for 1901

OF THE

West Jersey & Seashore

Railroad Company,

organized under the Laws of the State of

New Jersey

Directors, Officers, &c.

FILED

Filed 190

MAR 21 1901

George Wurts Secretary of State.

SECRETARY OF STATE.

PAID

RJ

Annual Report by a Corporation.

The West Jersey and Seashore Railroad Company.

Organized under the Laws of the State of New Jersey

The corporation above named, organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is West Jersey and Seashore Railroad Company

SECOND—The location of the registered office is at No. 22 Federal Street, Camden N.J., and H.J. Rumrille is the agent upon whom process may be served.

THIRD—The character of the business is transporting passengers and freight

FOURTH—The amount of the authorized capital stock is $ 8.180.000.00 The amount actually issued and outstanding is $ 4.952.050.00 Common
104.000.00 Special Guaranteed.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
A.J. Cassatt	Philadelphia Pa	March 3. 1903
George Wood	" "	" "
R. Parker Shortridge	Wynnewood Montgy Co Pa	" "
Benj. Peters	Trenton N.J.	" "
Josiah Wistar	Salem N.J.	" "
Wm. G. Nixon	Bridgeton N.J.	" "
Samuel Rea	Philadelphia Pa	" "
William Bettle	Oaklyn, Camden Co. N.J.	" "
Charles E. Pugh	Philadelphia Pa	" "
John P. Green	" "	" "
W.H. Barnes	" "	" "
S.M. Prevost	" "	" "
Edward C. Stokes	Millville N.J.	" "
Samuel T. Grey	Camden N.J.	" "
Israel Adams.	Atlantic City N.J.	" "

OFFICERS:

President, A.J. Cassatt — Philadelphia Pa

1st Vice-President, Charles E. Pugh — " "

2d Vice-President S.M. Prevost — " "

3d Vice President Saml. Rea — " "

Treasurer, Robt. W. Smith — " "

Secretary, John M. Harding — " "

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on 1st. Tuesday in March 1903.

WITNESS our hands the 4th day of March A. D. 1902

Chas. E. Pugh 1st Vice President.

J.M. Harding Secretary.

R R 584

Annual Report for 1902

OF THE

West Jersey & Seashore

Railroad Company,

organized under the Laws of the State of

New Jersey

Directors, Officers, &c.

FILED

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George Martin
SECRETARY OF STATE
Secretary of State.

PAID
MAR 7 1902

Annual Report by a _____ Corporation.

The West Jersey and Seashore Railroad *Company.*

Organized under the Laws of the State of New Jersey

The corporation above named, organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is West Jersey and Seashore Railroad Company

SECOND—The location of the registered office is at No. 22 Federal Street, Camden N.J., and Henry J.Rumrille, is the agent upon whom process may be served.

THIRD—The character of the business is transporting passengers and freight

FOURTH—The amount of the authorized capital stock is $ 8.180.000. The amount actually issued and outstanding is $ 5.056.050.(Special Guaranteed $104.000. Common $4.952.050)

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
A.J.Cassatt	General Office,Philadelphia.	March 1,1904
George Wood	626 Chestnut Street, "	" "
N.Parker Shortridge	Wynnewood,Montgomery Co.Pa.	" "
Benjamin F.Lee,	Trenton,N.J.	" "
Josiah Wistar,	Salem,N.J.	" "
Wm.C.Nixon,	Bridgeton,N.J.	" "
Samuel Rea,	General Office,Philadelphia.	" "
Wm.Bettle,	Oaklyn,Camden County,N.J.	" "
Charles E.Pugh	General Office,Philadelphia	" "
John P.Green,	" " " "	" "
W.H.Barnes,	" " " "	" "
S.M.Prevost,	" " " "	" "
Edward C.Stokes,	Millville,N.J.	" "
Samuel H.Grey,	Camden,N.J.	" "
Israel G.Adams,	Atlantic City,N.J.	" "
OFFICERS:		
President A.J.Cassatt	General Office,Philadelphia	March 1,1904
1st. Vice-President, Charles E.Pugh	" "	" "
2d Vice-President S.M.Prevost,	" "	" "
3rd. " " Samuel Rea	" "	" "
Treasurer, Robt.W.Smith	" "	" "
Secretary, John M.Harding.	" "	" "

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Tuesday,March 1st.1904.

WITNESS our hands the 6th. day of March A. D. 1903.

Chas Wright Vice *President.*

Secretary.

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Annual Report for 1903

OF THE

West Jersey and Seashore

Railroad Company,

organized under the Laws of the State of

.....

Directors, Officers, &c.

Filed FILED 190

MAR 10 1903

S. D. Dickinson
Secretary of State.

SECRETARY OF STATE

PAID
MAR 10 1903
S. D. DICKINSON,
SECRETARY OF STATE.

Annual Report by a Domestic Corporation.

The West Jersey and Seashore Railroad *Company.*

Organized under the Laws of the State of New Jersey

The corporation above named, organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is West Jersey and Seashore Railroad Company

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, N.J., and Henry J. Rumrille is the agent upon whom process may be served.

THIRD—The character of the business is transporting passengers and freight

FOURTH—The amount of the authorized capital stock is $ 8.076.000.00 Common, 104.000.00 Spec. Guar'd = 8.180.000.00 The amount actually issued and outstanding is $ 4.952.050.00 Common, 104.000.00 Spec. Guaranteed = 5.056.050.00

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
Elected by the Stockholders.		
A.J.Cassatt,	Broad Street Station, Philada.	1st. Tuesday, March 1905
George Wood,	626 Chestnut Street, "	" "
N.Parker Shortridge,	Wynnewood, Montgomery, Co. Pa.	" "
Benjamin F.Lee,	Trenton, N.J.	" "
Josiah Wistar,	Salem, N.J.	" "
Wm.C.Nixon,	Bridgeton, N.J.	" "
Samuel Rea,	Broad Street Station, Philada.	" "
William Bettle,	Oaklyn, Camden Co. N.J.	" "
Charles E.Pugh,	Broad Street Station, Philada.	" "
John P.Green,	" "	" "
W.H.Barnes,	" "	" "
S.M.Prevost,	" "	" "
Edward C.Stokes,	Millville, N.J.	" "
Israel G.Adams,	Atlantic City, N.J.	" "
W.A.Patton,	Broad Street Station, Philada.	" "
Elected by the Board of Directors.		
John B.Thayer, Jr.	Broad Street Station, Philada.	" "
OFFICERS:		
President, A.J.Cassatt,	Broad Street Station, Philada.	" "
1st Vice-President, Chas.E.Pugh	" "	" "
2nd " " S.M.Prevost	" "	" "
3rd Vice-President Samuel Rea,	" "	" "
4th " " J.B.Thayer, Jr.	" "	" "
Treasurer, Robt.W.Smith	" "	" "
Secretary, John M.Harding,	" "	" "

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Tuesday, Mrch 7th. 1905.

WITNESS our hands the 7th. day of March A. D. 1904.

Paul Morton *Vice-President.*

J.M. Harding *Secretary.*

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Annual Report for 1904

OF THE

West Jersey and Seashore

Railroad Company,

organized under the Laws of the State of

Directors, Officers, &c.

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S D Dickinson

SECRETARY OF STATE of State.

FILED

MAR -8 1904

S D Dickinson

SECRETARY OF STATE

PAID

MAR 8 - 1904

S. D. DICKINSON,

SECRETARY OF STATE

Annual Report by a Domestic Corporation.

The West Jersey and Seashore Railroad *Company.*

Organized under the Laws of the State of New Jersey

The corporation above named, organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is West Jersey and Seashore Railroad Company

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, N.J., and H.J.Rumrille is the agent upon whom process may be served.

THIRD—The character of the business is transporting passengers and freight

FOURTH—The amount of the authorized capital stock is $ 8.076.000.00 Common / $ 104.000.00 Spec.Guarnteed / $6.216.050.00 Common / $ 8.180.000.00 The amount actually issued and outstanding is $ 104.000.00 Special Guaranteed / $6.320.050.00

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
Elected by the Stockholders.		
A.J.Cassatt	Broad Street Station, Philada.	1st.Tuesday March 1906
George Wood	626 Chestnut Street, Philada.	"
N.Parker Shortridge	Wynnewood, Montgomery Co. Pa.	"
Benjamin F.Lee	Trenton, N.J.	"
Josiah Wistar	Salem, N.J.	"
William C.Nixon	Bridgeton, N.J.	"
Samuel Rea	Broad Street Station, Philada.	"
Charles E.Pugh	" "	"
John P.Green	" "	"
W.H.Barnes	" "	"
S.M.Prevost	" "	"
Israel G.Adams	Atlantic City, N.J.	"
William A.Patton	Broad Street Station, Philada.	"
George S.Bacon	Millville, N.J.	"
Robert W.Downing	320 Arcade Building, Philada.	"
Elected by the Board of Directors.		
John B.Thayer	Broad Street Station, Philada.	"
Henry Tatnall	" "	"
OFFICERS:		
President. A.J.Cassatt	Broad Street Station, Philada.	"
1st.Vice-President, John P.Green	" "	"
2nd. " " Charles E.Pugh	" "	"
3rd " " S.M.Prevost	" "	"
4th " " Samuel Rea	" "	"
5th. " " John B.Thayer	" "	"
6th. " " Henry Tatnall	" "	"
Treasurer Henry Tatnall	" "	"
Secretary, John M.Harding	" "	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Tuesday March 6th.1906

WITNESS our hands the 13th. day of March A. D. 190 5.

Vice President.

Secretary.

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Annual Report for 190

OF THE

West Jersey and Seashore

Railroad Company,

organized under the Laws of the State of

.....

Directors, Officers, &c.

FILED

Filed MAR 18 1905 190

J. D. Pitkin

SECRETARY OF STATE

Secretary of State.

Annual Report by a Domestic Corporation.

The **West Jersey and Seashore Railroad** *Company.*

Organized under the Laws of the State of **New Jersey**

The corporation above named, organized under the Laws of the State of **New Jersey** does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is **West Jersey and Seashore Railroad Company**

SECOND—The location of the registered office is at No. **22 Federal** Street, **Camden,N.J.**, and **H.J.Rumrille** is the agent upon whom process may be served.

THIRD—The character of the business is **Transporting passengers and freight**

FOURTH—The amount of the authorized capital stock is $ **$10.000.000.00 Common**
104.000.00 Special Guaranteed The amount actually issued and outstanding is $ **$6.216.050.00 Common**
104.000.00 Special Guaranteed
$6.320.050.00

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
Elected by the Stockholders.		
A.J.Cassatt,	Broad Street Station,Philada.	1st.Tuesday March 1907
George Wood,	626 Chestnut Street, "	"
N.Parker Shortridge,	Wynnewood,Montgomery Co. Pa.	"
Benjamin F.Lee,	Trenton,N.J.	"
Josiah Wistar,	Woodbury,N.J.	"
William G.Nixon,	Bridgeton,N.J.	"
Samuel Rea,	Broad Street Station,Philada.	"
Charles E.Pugh,	"	"
John P.Green,	"	"
W.H.Barnes,	"	"
Israel G.Adams,	Atlantic City,N.J.	"
William A.Patton,	Broad Street Station,Philada.	"
George S.Bacon,	Millville,N.J.	"
Robert W.Downing,	320 Arcade Building,Philada.	"
John B.Thayer,	Broad Street Station,Philada.	"
Elected by the Board of Directors		
Henry Tatnall	Broad Street Station,Philada.	"
OFFICERS: President. A.J.Cassatt,	Broad Street Station,Philada.	"
1st Vice-President, John P.Green	"	"
2nd. " Charles E.Pugh	"	"
3rd ~~Ex~~ Vice-President Samuel Rea	"	"
4th " John B.Thayer	"	"
5th " ~~Henry~~ Tatnall	"	"
Treasurer, Henry Tatnall	"	"
Secretary, John M.Harding	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on **Tuesday March 5th.1907.**

WITNESS our hands the **tenth** day of **March** A. D. 190**6.**

Vice President.

Secretary.

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Annual Report for 190

OF THE

West Jersey and Seashore Railroad Company,

organized under the Laws of the State of

Directors, Officers, &c.

FILED

Filed MAR 1 3 1906 190

S. D. Dickinson
SECRETARY OF STATE

Secretary of State.

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PAID

MAR 1 3 1906

S. D. DICKINSON,
SECRETARY OF STATE.

Annual Report by a Domestic Corporation.

The West Jersey and Seashore Railroad *Company.*

Organized under the Laws of the State of New Jersey

The corporation above named, organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is West Jersey and Seashore Railroad Company

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, N. J., and H. J. Rumrille is the agent upon whom process may be served.

THIRD—The character of the business is transporting passengers and freight

FOURTH—The amount of the authorized capital stock is $ 10,000,000 Common 104,000 Special Guaranteed The amount actually issued and outstanding is $ 9,641,600.00 Common; $37,850.00 Special Guaranteed

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
Elected by the Stockholders.		
James McCrea	Broad Street Station, Philada.	2nd Thursday in April
George Wood	626 Chestnut Street, "	1908. "
N.Parker Shortridge	Wynnewood, Montgomery Co., Pa.	"
Benjamin F.Lee	Trenton, N. J.	"
Josiah Wistar	Woodbury, N.J.	"
Samuel Rea	Broad Street Station, Philada.	"
Charles E.Pugh	"	"
John P. Green	"	"
W.H.Barnes	"	"
Israel G.Adams	Atlantic City, N.J.	"
William A. Patton	Broad Street Station, Philada.	"
George S. Bacon	Millville, N.J.	"
Robert W.Downing	320 Arcade Building, Philada.	"
John B. Thayer	Broad Street Station, "	"
Wilbur F. Rose	Camden, N.J.	"
Elected by the Board of Directors.		
Henry Tatnall	Broad Street Station, Philada.	"
OFFICERS:		
President, James McCrea	Broad Street Station, Philada.	"
1st Vice-President, John P. Green	"	"
2nd " Charles E. Pugh	"	"
3rd Vice-President Samuel Rea	"	"
4th " John B. Thayer	"	"
5th Treasurer, " Henry Tatnall	"	"
Treasurer Henry Tatnall	"	"
Secretary, John M. Harding	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Second Thursday in April, 1908

WITNESS our hands the eleventh day of March A. D. 1907

Vice- *President.*

Secretary.

21

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Annual Report for 190

OF THE

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.....Company,

organized under the Laws of the State of

.....

Directors, Officers, &c.

Filed FILED 190

MAR 1 1907

Secretary of State.

S D Dickinson
SECRETARY OF STATE

PAID

MAR 16 1907

S. D. DICKINSON,
SECRETARY OF STATE

Annual Report by a DOMESTIC Corporation.

The West Jersey and Seashore Railroad *Company.*

Organized under the Laws of the State of New Jersey

The corporation above named, organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is West Jersey and Seashore Railroad Company

SECOND—The location of the registered office is at No. 22 Federal Street, Camden N.J., and H.J.Rumrille is the agent upon whom process may be served.

THIRD—The character of the business is transporting passengers and freight

FOURTH—The amount of the authorized capital stock is $ 10.000.000 Common 104.000 Special Guaranteed The amount actually issued and outstanding is $.9.641.600; $37.500 Special Guaranteed.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
	Elected by the Stockholders	
James McCrea	Broad Street Station, Philada Pa	2nd. Thursday in April 1909.
George Wood	626 Chestnut Street, Philada	"
N. Parker Shortridge	Wynnewood, Montgomery Co Pa	"
Benjamin F. Lee	Trenton, N.J.	"
Josiah Wistar	Woodbury N.J.	"
Samuel Rea	Broad Street Station, Philada Pa	"
Charles E. Pugh	"	"
John P. Green	"	"
W.H. Barnes	"	"
Israel G. Adams	Atlantic City, N.J.	"
William A. Patton	Broad Street Station, Philada Pa.	"
George S. Bacon	Millville N.J.	"
Robert W. Downing	320 Arcade Building, Philada Pa	"
John B. Thayer	Broad Street Station, Philada Pa.	"
Wilbur F. Rose	Camden N.J.	"
	Elected by the Board of Directors	
Henry Tatnall	Broad Street Station, Philada Pa.	"
OFFICERS:		
President, James McCrea	Broad Street Station, Philada Pa.	"
1st Vice-President, John P. Green	"	"
2nd " Chas. E. Pugh	"	"
3rd 2d Vice-President, Samuel Rea	"	"
4th " John B. Thayer	"	"
5th ~~Treasurer~~ " Henry Tatnall	"	"
Treasurer Henry Tatnall	"	"
Secretary, John M. Harding	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on 2nd Thursday in April 1909

WITNESS our hands the 14th day of April A. D. 1908.

Vice President.

Secretary.

22

R. FERRSEY

Annual Report for 190

OF THE

2303 A

..... Company,

organized under the laws of the State of

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Directors, Officers, &c.

Filed.....190

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Secretary of State.

FILED
APR 16 1908
S D Dickinson
SECRETARY OF STATE

PAID
APR 16 1908
S. D. DICKINSON,
SECRETARY OF STATE

Annual Report by a DOMESTIC Corporation.

The West Jersey and Seashore Railroad *Company.*

Organized under the Laws of the State of New Jersey

The corporation above named, organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is West Jersey and Seashore Railroad Company

SECOND—The location of the registered office is at No. 22 Federal Street, Camden N.J., and H.J.Rumrille is the agent upon whom process may be served.

THIRD—The character of the business is transporting passengers and freight

FOURTH—The amount of the authorized capital stock is $10.000.000 common $ 104.000 special guaranteed The amount actually issued and outstanding is $ 9.641.600 common; $37.500 special guaranteed.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
Elected by the Stockholders		
James McCrea	Broad Street Station, Philada	2nd.Thursday in April 1910.
George Wood	626 Chestnut Street, Philada	"
N.Parker Shortridge	Wynnewood, Montgomery Co. Pa	"
Benjamin F.Lee	Trenton, N.J.	"
Josiah Wistar	Salem, N.J.	"
Samuel Rea	Broad Street Station, Philada	"
Charles E.Pugh	"	"
John P.Green	"	"
W.H.Barnes	"	"
Israel G.Adams	Atlantic City N.J.	"
George S.Bacon	Millville, N.J.	"
Robert W.Downing	320 Arcade Building, Philada	"
John B.Thayer	Broad Street Station, Philada	"
Wilbur F.Rose	Camden N.J.	"
Henry Tatnall	Broad Street Station, Philada	"
Elected by the Board of Directors		
W.W.Atterbury	Broad Street Station, Philada	"
OFFICERS:		
President, James McCrea	Broad Street Station, Philada	"
1st Vice-President, Chas.E.Pugh	"	"
2nd " Samuel Rea	"	"
3rd Vice-President John B.Thayer	"	"
4th " Henry Tatnall	"	"
5th " W.W.Atterbury	"	"
Treasurer James F.Fahnestock		
Secretary, John M.Harding	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on 2nd.Thursday in April 1910.

WITNESS our hands the 12th day of April A. D. 1909.

Samuel Rea Vice *President.*

J.M.Harding *Secretary.*

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RR 884

Annual Report for 190

OF THE

West Jersey & Seashore RR Co. Company,

organized under the Laws of the State of

.....

Directors, Officers, &c.

Filed 190

.....

Secretary of State.

Annual Report by a ... Corporation

Annual Report by a ....DOMESTIC.... Corporation.

The .....WEST JERSEY AND SEASHORE RAILROAD..... *Company.*

Organized under the Laws of the State of ....New Jersey.....

The corporation above named, organized under the Laws of the State of...New Jersey.....does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is.....WEST JERSEY AND SEASHORE RAILROAD COMPANY.....

.....

SECOND—The location of the registered office is at No....22 Federal.....Street,

.....Camden, N.J.....; and.....H. J. Rumrille.....

is the agent upon whom process may be served.

THIRD—The character of the business is...transporting passengers and freight.....

.....

FOURTH—The amount of the authorized capital stock is $10,000,000.00 common. $104,000.00 Spl. Guar. $40,050.00 Spl. Guar. ... The amount actually issued and outstanding is $9,641,600.00 common. ...$63,950.00 Spl. Guar. W.J.R.R.Co.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
James McCrea,	Ardmore, Pa.	April 13th, 1911.
George Wood,	626 Chestnut Street, Phila.	"
N. Parker Shortridge,	Wynnewood, Montgy. Co., Pa.	"
Francis B. Lee,	Trenton, N.J.	"
Josiah Wistar,	Salem, N.J.	"
Samuel Rea,	Bryn Mawr, Pa.	"
Chas. E. Pugh,	Overbrook, Pa.	"
Jno. P. Green,	Rosemont, Pa.	"
W. H. Barnes,	1727 Spruce St., Phila.	"
Israel G. Adams,	Atlantic City, N.J.	"
George S. Bacon,	Millville, N.J.	"
Robt. W. Downing,	320 Arcade Bldg., Phila.	"
John B. Thayer,	Haverford, Pa.	"
Wilbur F. Rose,	Camden, N.J.	"
Henry Tatnall,	Bryn Mawr, Pa.	"
Elected an additional member to act as 5th V.P.		
W. W. Atterbury,	Radnor, Pa.	"

OFFICERS:		OFFICIAL ADDRESS.	
Pres:-	James McCrea,	Broad Street Station, Phila.	"
1st V.President,	Chas. E. Pugh,	"	"
2nd Vice-Presi-	Samuel Rea,	"	"
3rd Vice-President,	J. B. Thayer,	"	"
4th Vice-Pres:-	Henry Tatnall,	"	"
5th ~~3d~~ Vice-President,	W. W. Atterbury,	"	"
Treasurer,	Jas. F. Fahnestock,	"	"
Secretary,	J. M. Harding,	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on

.....April 13th, 1911.....

WITNESS our hands the....eighteenth.....day of.....April,.....A. D. 1910.

.....Second Vice-President.

J M Harding .....Secretary.

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RR 1984

Annual Report for 190

OF THE

West Jersey & Seashore RR Company,

organized under the Laws of the State of

.....

Directors, Officers, &c.

Filed.....190

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Secretary of State.

FILED

APR 26 1910

S. D. Dickinson

SECRETARY OF STATE

PAID

APR 26 1910

S. D. DICKINSON,

SECRETARY OF STATE.

Annual Report by a ..... DOMESTIC ..... Corporation.

~~The~~ WEST JERSEY AND SEASHORE RAILROAD ..... *Company.*

Organized under the Laws of the State of .... New Jersey. .....

The corporation above named, organized under the Laws of the State of... New Jersey, ... does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is .... WEST JERSEY AND SEASHORE RAILROAD COMPANY. .....

.....

SECOND—The location of the registered office is at No. ..... 22 Federal ..... Street,

..... Camden, New Jersey ....., and ..... H. J. Rumrille .....

is the agent upon whom process may be served.

THIRD—The character of the business is ..... transporting passengers and freight. .....

.....

FOURTH—The amount of the authorized capital stock is $10,000,000. COMMON $104,000. SPL.GUAR. .... The amount actually issued and outstanding is $9,641,600. COMMON ..... $40,200. SPL.GUAR. $63,800. SPL.GUAR. (W.J.R.R.CO.)

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
James McCrea,	Ardmore, Pennsylvania.	11th April, 1912.
George Wood,	626 Chestnut Street, Phila.	do.
N. Parker Shortridge,	Wynnewood, Montg'y.Co., Pa.	do.
Josiah Wistar,	Salem, New Jersey.	do.
Samuel Rea,	Bryn Mawr, Pennsylvania.	do.
Charles E. Pugh,	Overbrook, Pennsylvania.	do.
Jno. P. Green,	Rosemont, Pennsylvania.	do.
W. H. Barnes,	1727 Spruce Street, Phila.	do.
Israel G. Adams,	Atlantic City, New Jersey.	do.
George S. Bacon,	Millville, New Jersey.	do.
John B. Thayer,	Haverford, Pennsylvania.	do.
Wilbur F. Rose,	Camden, New Jersey.	do.
Henry Tatnall,	Bryn Mawr, Pennsylvania.	do.
Francis B. Lee,	Trenton, New Jersey.	do.
W. W. Atterbury,	Radnor, Pennsylvania.	do.
W. Heyward Myers, (Elected an additional member of the Board to act as Fifth Vice-President.)	St. Davids, Pennsylvania.	do.

OFFICERS:		OFFICIAL ADDRESS	
Prest.,	James McCrea,	Broad Street Station, Phila.	11th April, 1912.
1st V-President,	Samuel Rea,	do.	do.
2nd V-President,	John B. Thayer,	do.	do.
3rd V-President,	Henry Tatnall,	do.	do.
4th V-President,	W. W. Atterbury,	do.	do.
5th ~~2d~~ Vice-President,	W. Heyward Myers,	do.	do.
Treasurer,	Jas. F. Fahnestock,	do.	do.
Secretary,	Lewis Neilson,	do.	do.

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on

..... Thursday, 11th April, 1912. .....

WITNESS our hands the ..... eighteenth ..... day of ..... April, ... A. D. 1911.

SR ..... FIRST VICE-*President.*

LN ..... *Secretary.*

25

RR 1884

Annual Report for 190

OF THE

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.....Company,

organized under the Laws of the State of

.....

Directors, Officers, &c.

Filed.....190

.....

Secretary of State.

FILED

APR 28 1911

S D Dickinson

SECRETARY OF STATE.

PAID

APR 28 1911

S. D. DICKINSON,

SECRETARY OF STATE.

Annual Report by a DOMESTIC Corporation.

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the Laws of the State of New Jersey.

The corporation above named organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY.

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, New Jersey, and H. J. Rumrille is the agent upon whom process may be served.

THIRD—The character of the business is transporting passengers and freight.

FOURTH—The amount of the authorized capital stock is ~~$104,000.SPL.GTD~~ $10,000,000. COMMON. The amount actually issued and outstanding is $ 9,641,600. COMMON. $40,800. SPL. GTD. $63,200. SPL. GTD. (W.J.R.R.CO.)

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires are as follows:

NAME OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
James McCrea,	Ardmore, Pa.	10th April, 1913.
George Wood,	626 Chestnut St., Phila., Pa.	"
N. Parker Shortridge,	Wynnewood, Montg'y.Co., Pa.	"
Josiah Wistar,	Salem, N.J.	"
Samuel Rea,	Bryn Mawr, Pa.	"
Charles E. Pugh,	Overbrook, Pa.	"
Jno. P. Green,	Rosemont, Pa.	"
W. H. Barnes,	1727 Spruce Street, Phila., Pa.	"
Israel G. Adams,	Atlantic City, N.J.	"
George S. Bacon,	Millville, N.J.	"
John B. Thayer,	Haverford, Pa.	"
Wilbur F. Rose,	Camden, N.J.	"
Henry Tatnall,	Bryn Mawr, Pa.	"
Francis B. Lee,	Trenton, N.J.	"
W. W. Atterbury,	Radnor, Pa.	"
W. Heyward Myers. (Elected an additional member of the Board to act as Fifth Vice-President)	St. Davids, Pa.	"
	- OFFICIAL ADDRESS -	
President, James McCrea,	Broad Street Station, Phila., Pa.	10th April, 1913.
First Vice-President, Samuel Rea,	"	"
Second Vice-President, John B. Thayer,	"	"
Third Vice-President, Henry Tatnall,	"	"
Fourth Vice-President, W. W. Atterbury,	"	"
Fifth Vice-President, W. Heyward Myers,	"	"
Treasurer, Jas. F. Fahnestock,	"	"
Secretary, Lewis Neilson,	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 10th April, 1913.

WITNESS our hands the fifteenth day of April, A.D. 191 2.

Samuel Rea *First Vice-President.*

Lewis Neilson *Secretary.*

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RR584

Annual Report for 191

OF THE

West Jersey &
Seashore RR Company,

organized under the Laws of the State of

Directors, Officers, &c.

Filed 191

Secretary of State.

FILED
APR 17 19[illegible]
David S. Crater
SECRETARY OF STATE.

PAID
APR 17 1912
DAVID S. CRATER,
SECRETARY OF STATE.

Annual Report by a DOMESTIC. Corporation.

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the Laws of the State of New Jersey.

The corporation above named organized under the Laws of the State of New Jersey. does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY.

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, New Jersey, , and W. E. Ringel is the agent upon whom process may be served.

THIRD—The character of the business is transporting passengers and freight.

FOURTH—The amount of the authorized capital stock is $10,000,000. COMMON $104,000. SPL.GTD. The amount actually issued and outstanding is $9,641,600. COMMON $40,800. SPL.GTD. $63,200. SPL.GTD. (W.J.R.R.CO.)

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires are as follows:

NAME OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood,	626 Chestnut St., Phila., Pa.	9th April, 1914.
N. Parker Shortridge,	Wynnewood, Mont. Co., Pa.	"
Josiah Wistar,	Salem, N. J.	"
Samuel Rea,	Bryn Mawr, Pa.	"
Jno. P. Green,	Rosemont, Pa.	"
W. H. Barnes,	1727 Spruce St., Phila., Pa.	"
Israel G. Adams,	Atlantic City, N. J.	"
George S. Bacon,	Millville, N. J.	"
Wilbur F. Rose,	Camden, N. J.	"
Henry Tatnall,	Bryn Mawr, Pa.	"
Francis B. Lee,	Trenton, N. J.	"
W. W. Atterbury,	Radnor, Pa.	"
David Baird,	Camden, N. J.	"
George D. Dixon,	2208 Delancey St., Phila., Pa.	"
A. J. County,	St. Davids, Pa.	"
W. Heyward Myers, Elected an additional member of the Board to act as Vice-President in charge of Real Estate, Purchases and Insurance.	St. Davids, Pa.	"
	- OFFICIAL ADDRESS -	
President, Samuel Rea,	Broad Street Station, Phila., Pa.	"
Vice-Pres.-Operation, W. W. Atterbury,	"	"
" " -Traffic, Geo. D. Dixon,	"	"
" " - Finance, Henry Tatnall,	"	"
" " - Real Estate, Purchases and Insurance, W. Heyward Myers,	"	"
Treasurer, Jas. F. Fahnestock,	"	"
Secretary, Lewis Neilson	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 9th April, 1914.

WITNESS our hands the fourteenth day of April, A.D. 1913

Samuel Rea *President.*

Lewis Neilson *Secretary.*

27

RR 584

Annual Report for 191

OF THE

West Jersey & Seashore Company,

organized under the Laws of the State of

.....

Directors, Officers, &c.

Filed 191

.....

Secretary of State.

FILED
APR 17 1913
David J. Baker
SECRETARY OF STATE

Annual Report by a DOMESTIC Corporation.

Annual Report by a DOMESTIC Corporation.

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the Laws of the State of New Jersey.

The corporation above named organized under the Laws of the State of New Jersey, does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY.

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, New Jersey, and W. E. Ringel is the agent upon whom process may be served.

THIRD—The character of the business is transporting passengers and freight.

FOURTH—The amount of the authorized capital stock is $10,000,000. COMMON $104,000. SPL. GTD. The amount actually issued and outstanding is $9,641,600. COMMON $40,800. SPL. GTD. $63,200. SPL. GTD. (W. J. R. R. CO.)

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires are as follows:

NAME OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood,	626 Chestnut Street, Phila., Pa.	8th April, 1915.
N. Parker Shortridge,	Wynnewood, Montgomery Co., Pa.	"
Josiah Wistar,	Salem, N. J.	"
Samuel Rea,	Bryn Mawr, Pa.	"
Jno. P. Green,	Rosemont, Pa.	"
W. H. Barnes,	1727 Spruce Street., Phila., Pa.	"
Israel G. Adams,	Atlantic City, N. J.	"
George S. Bacon,	Millville, N. J.	"
Wilbur F. Rose,	Camden, N. J.	"
Henry Tatnall,	Bryn Mawr, Pa.	"
Francis B. Lee,	Trenton, N. J.	"
W. W. Atterbury,	Radnor, Pa.	"
David Baird,	Camden, N. J.	"
George D. Dixon,	2206 Delancey St., Phila., Pa.	"
A. J. County,	St. Davids, Pa.	"
W. Heyward Myers, Elected an additional member of the Board to act as Vice-President in charge of Real Estate, Purchases and Insurance.	St. Davids, Pa.	"
	- OFFICIAL ADDRESS -	
President, Samuel Rea,	Broad Street Station, Phila., Pa.	"
Vice-Pres.-Operation, W. W. Atterbury	"	"
" " -Traffic, Geo. D. Dixon	"	"
" " -Finance, Henry Tatnall	"	"
" " -Real Estate, Purchases and Insurance, W. Heyward Myers	"	"
Treasurer, Jas. F. Fahnestock,	"	"
Secretary, Lewis Neilson,	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 8th April, 1915.

WITNESS our hands the sixteenth day of April, A.D. 1914.

President.

Secretary.

28

RR 584

Annual Report for 191

OF THE

Wed J. and Mashee

R.R. Company,

organized under the Laws of the State of

Domestic

Directors, Officers, &c.

Filed 191

Secretary of State.

FILED
APR 20 1914
David S. Kerater
SECRETARY OF STATE

Annual Report by a DOMESTIC Corporation.

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the Laws of the State of New Jersey.

The corporation above named organized under the Laws of the State of New Jersey. does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, New Jersey, and W. E. Ringel is the agent upon whom process may be served.

THIRD—The character of the business is transporting passengers and freight.

FOURTH—The amount of the authorized capital stock is $10,000,000. COMMON $4,104,000. SPL. GTD.) The amount actually issued and outstanding is $9,641,600. COMMON $82,350. SPL. GTD. $21,650. SPL. GTD. (W. J. R. R. CO.)

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood,	626 Chestnut Street, Phila., Pa.	13th April, 1916.
Josiah Wistar,	Salem, N. J.	"
Samuel Rea,	Bryn Mawr, Pa.	"
Jno. P. Green,	Rosemont, Pa.	"
W. H. Barnes,	1727 Spruce Street, Phila., Pa.	"
Israel G. Adams,	Atlantic City, N. J.	"
George S. Bacon,	Millville, N. J.	"
Wilbur F. Rose,	Camden, N. J.	"
Henry Tatnall,	Bryn Mawr, Pa.	"
W. W. Atterbury,	Radnor, Pa.	"
David Baird,	Camden, N. J.	"
George D. Dixon,	2208 Delancey St., Phila., Pa.	"
A. J. County,	St. Davids, Pa.	"
W. J. Sewell, Jr.	Camden, N. J.	"
Jos. W. Cooper,	4109 Walnut Street, Phila., Pa.	"
W. Heyward Myers, Elected an additional member of the Board to act as Vice-President in charge of Real Estate, Purchases and Insurance,	St. Davids, Pa.	"
	- OFFICIAL ADDRESS -	
President, Samuel Rea	Broad Street Station, Phila., Pa.	"
Vice-Pres.-Operation, W. W. Atterbury	"	"
" " -Traffic, Geo. D. Dixon	"	"
" " -Finance, Henry Tatnall	"	"
" " - Real Estate, Purchases and Insurance, W. H. Myers	"	"
Treasurer, Jas. F. Fahnestock,	"	"
Secretary, Lewis Neilson	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 13th April, 1916.

WITNESS our hands the 30th day of April, A. D. 1915

Samuel Rea *President.*

Lewis Neilson *Secretary.*

29

Annual Report for 191

OF THE

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..... Company,

organized under the laws of the State of

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Directors, Officers, &c.

Filed 191

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Secretary of State.

FILED

MAY 4 1915

Thomas F. Martin

SECRETARY OF STATE.

SR R 584

Annual Report by a DOMESTIC Corporation.

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the Laws of the State of New Jersey

The corporation above named organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, New Jersey, and W. E. Ringel is the agent upon whom process may be served.

THIRD—The character of the business is Transporting passengers and freight.

FOURTH—The amount of the authorized capital stock is ($10,000,000. COMMON $104,000. SPL. GTD) The amount actually issued and outstanding is $9,641,600. COMMON $83,650. SPL. GTD. $20,350. SPL. GTD. (W. J. R. R. CO.)

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood,	626 Chestnut Street, Phila., Pa.	12th April, 1917
Samuel Rea,	Gladwyne, Pa.	"
Jno. P. Green,	Rosemont, Pa.	"
W. H. Barnes,	1727 Spruce Street, Phila., Pa.	"
Israel G. Adams,	Atlantic City, N. J.	"
George S. Bacon,	Millville, N. J.	"
Wilbur F. Rose,	403 Cooper St., Camden, N.J.	"
Henry Tatnall,	Bryn Mawr, Pa.	"
W. W. Atterbury,	Radnor, Pa.	"
David Baird,	Del.Ave.& Pearl St.,Camden,N.J.	"
George D. Dixon,	2004 Spruce St., Phila., Pa.	"
W. J. Sewell, Jr.,	Camden, N. J.	"
Jos. W. Cooper,	4109 Walnut Street, Phila., Pa.	"
William Plummer,	Quinton, N. J.	"
W. Heyward Myers,	St. Davids, Pa.	"
A. J. County, Elected an additional member of the Board to act as Vice-President in charge of Accounting	St. Davids, Pa.	"
	-OFFICIAL ADDRESS -	
President, Samuel Rea,	Broad Street Station, Phila., Pa.	"
Vice-Pres.-Operation, W.W.Atterbury	"	"
" " -Traffic, Geo.D.Dixon	"	"
" " -Finance, Henry Tatnall	"	"
" " -Real Estate, Purchases and Insurance, W.H.Myers	"	"
" " -Accounting, A.J.County	"	"
Treasurer, Jas. F. Fahnestock	"	"
Secretary, Lewis Neilson,	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 12th April, 1917

WITNESS our hands the 18th day of April, A. D. 1916.

President.

Secretary.

30

R.R 584

Annual Report for 191

OF THE

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..... Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed 191

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Secretary of State.

FILED
APR 24 1916
Truman F. Martin
SECRETARY OF STATE.

Annual Report by a DOMESTIC Corporation.

The WEST JERSEY AND SEASHORE RAILROAD Company.

Organized under the Laws of the State of New Jersey

The corporation above named organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, New Jersey, and W. E. Ringel is the agent upon whom process may be served.

THIRD—The character of the business is Transporting passengers and freight.

FOURTH—The amount of the authorized capital stock is $ ($10,000,000. COMMON 104,000. SPL. GTD.) The amount actually issued and outstanding is $9,641,600. COMMON $83,850. SPL.GTD. $20,150. SPL.GTD (W.J.R.R.CO.)

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood,	626 Chestnut St., Phila., Pa.	11th April, 1918.
Samuel Rea,	Gladwyne, Pa.	"
Jno. P. Green,	Rosemont, Pa.	"
W. H. Barnes,	1727 Spruce St., Phila., Pa.	"
Israel G. Adams,	Atlantic City, N. J.	"
George S. Bacon,	Millville, N. J.	"
Wilbur F. Rose,	403 Cooper St., Camden, N.J.	"
Henry Tatnall,	Bryn Mawr, Pa.	"
W. W. Atterbury,	Radnor, Pa.	"
David Baird,	Del.Ave.& Pearl St.,Camden,N.J.	"
George D. Dixon,	2004 Spruce St., Phila., Pa.	"
W. J. Sewell, Jr.,	Camden, N. J.	"
Jos. W. Cooper,	4109 Walnut St., Phila., Pa.	"
William Plummer,	Quinton, N. J.	"
W. Heyward Myers,	St. Davids, Pa.	"
A. J. County, Elected an additional member of the Board to act as Vice-President in charge of Accounting	St. Davids, Pa.	"
	- OFFICIAL ADDRESS -	
President, Samuel Rea	Broad Street Station, Phila., Pa.	"
Vice-Pres.-Operation,W.W.Atterbury	"	"
" " -Traffic,Geo.D. Dixon	"	"
" " -Finance,Henry Tatnall	"	"
" " -Real Estate, Purchases and Insurance,W.H.Myers	"	"
" " -Accounting,A.J.County	"	"
Treasurer, Jas. F. Fahnestock,	"	"
Secretary, Lewis Neilson,	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 11th April, 1918.

WITNESS our hands the 18th day of April, A. D. 191 7

President.

Secretary.

31

RR584

Annual Report for 191

OF THE

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..... Company,

organized under the laws of the State of

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Directors, Officers, &c.

Filed 191

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Secretary of State.

FILED
APR 19 1917
Thomas F. Marshall
SECRETARY OF STATE

Annual Report by a DOMESTIC Corporation.

The WEST JERSEY AND SEASHORE RAILROAD COMPANY. *Company.*

Organized under the Laws of the State of New Jersey.

The corporation above named organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY

SECOND—The location of the registered office is at No. 22 Federal Street, Street, Camden, New Jersey, and W. E. Ringel is the agent upon whom process may be served.

THIRD—The character of the business is Transporting passengers and freight.

FOURTH—The amount of the authorized capital stock is $13,000,000.Common. ~~$104,000.Spl.Gtd.~~ The amount actually issued and outstanding is $11,536,250Common; $84,500.Spl.Gtd. and $19,500.Spl.Gtd.W.J.R.R.Co.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood,	626 Chestnut St., Phila., Pa.	10th April, 1919.
Samuel Rea,	Gladwyne, Pa.	"
Jno. P. Green,	Rosemont, Pa.	"
W. H. Barnes,	1727 Spruce St., Phila., Pa.	"
George S. Bacon,	Millville, N. J.	"
Wilbur F. Rose,	2201 Delancey Place, Phila., Pa.	"
Henry Tatnall,	Bryn Mawr, Pa.	"
W. W. Atterbury,	Radnor, Pa.	"
David Baird,	Del.Ave.&.Pearl St., Camden, N.J.	"
George D. Dixon,	2004 Spruce St., Phila., Pa.	"
W. J. Sewell, Jr.,	Camden Safe Deposit & Tr.Co., Camden,N.J.	"
Jos. W. Cooper,	4109 Walnut St., Phila., Pa.	"
William Plummer,	Quinton, N. J.	"
W. Heyward Myers,	St. Davids, Pa.	"
W. A. Patton,	Radnor, Pa.	"
A. J. County, (Elected an additional member of Board to Act as Vice-President in charge of Accounting)	St. Davids, Pa.	"
	- OFFICIAL ADDRESS -	
President, Samuel Rea,	Broad St.Sta., Phila., Pa.	"
Vice-President - Operation, W.W.Atterbury,	"	"
Vice-President - Traffic, Geo. D.Dixon,	"	"
Vice-President - Finance, Henry Tatnall,	"	"
Vice-Pres.,-Real Estate, Purchases and Insurance, W. Heyward Myers,	"	"
Vice-President - Accounting,	"	"
Acting Vice-President - Operation, Elisha Lee,	"	"
Treasurer, James F. Fahnestock,	"	"
Secretary, Lewis Neilson,	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 10th April, 1919.

WITNESS our hands the 24th day of April, A. D. 1918.

President.

Secretary.

R 1784

Annual Report for 191

OF THE

Unit 1021

..... Company,

organized under the laws of the State of

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Directors, Officers, &c.

Filed ..... 191.....

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Secretary of State.

FILED
MAY 2 1918
Secretary of State

Annual Report by a DOMESTIC Corporation.

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the Laws of the State of New Jersey

The corporation above named organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, New Jersey and W. E. Ringel is the agent upon whom process may be served.

THIRD—The character of the business is Transportation of Passengers and Freight.

FOURTH—The amount of the authorized capital stock is $13,000,000. Common ~~104,000. Spl.Gtd.~~ The amount actually issued and outstanding is $11,586,250. Common; $85,200 Spl.Gtd. and $18,800. Spl.Gtd. W.J.R.R.Co.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood,	626 Chestnut St., Phila., Pa.	8th April, 1920
Samuel Rea,	Gladwyne, Pa.	"
Jno. P. Green,	Rosemont, Pa.	"
George S. Bacon,	Millville, N. J.	"
Henry Tatnall,	Bryn Mawr, Pa.	"
W. W. Atterbury,	Radnor, Pa.	"
David Baird,	Del. Ave. & Pearl St. Camden, N.J.	"
George D. Dixon,	2004 Spruce St., Phila., Pa.	"
W. J. Sewell, Jr.,	Cam. Safe Dep. & Tr. Co. Camden, N.J.	"
Jos. W. Cooper,	4109 Walnut St., Phila., Pa.	"
William Plummer,	Quinton, N. J.	"
W. Heyward Myers,	Haverford, Pa.	"
W. A. Patton,	Radnor, Pa.	"
David E. Williams,	Liberty Bldg., Phila., Pa.	"
A. C. Middleton,	Moorestown, N. J.	"
A. J. County, (Elected an additional member of Board to act as Vice-President.)	St. Davids, Pa.	"
	- OFFICIAL ADDRESS -	
President, Samuel Rea,	Broad Street Station, Phila., Pa.	"
Vice-President, W. W. Atterbury,	"	"
" " Geo. D. Dixon,	"	"
" " Henry Tatnall,	"	"
" " W. Heyward Myers,	"	"
" " A. J. County	"	"
Treasurer, Henry Tatnall,	"	"
Secretary, Lewis Neilson,	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 8th April, 1920.

WITNESS our hands the 14th day of April, A. D. 1919

Samuel Rea *President.*

Lewis Neilson *Secretary.*

33

RR584

Annual Report for 191

OF THE

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..... Company,

organized under the laws of the State of

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Directors, Officers, &c.

Filed ..... 191....

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Secretary of State.

FILED

APR 22 1913

Thomas F. Martin

SECRETARY OF STATE

Chapter 124 of the Laws of 1900.

Annual Report by a DOMESTIC Corporation.

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the Laws of the State of New Jersey.

The corporation above named organized under the Laws of the State of New Jersey. does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, New Jersey, and W. E. Ringel is the agent upon whom process may be served.

THIRD—The character of the business is Transportation of Passengers and Freight.

FOURTH—The amount of the authorized capital stock is $ 13,000,000. Common 104,000. Spl. Gtd. The amount actually issued and outstanding is $11,586,250. Common; $86,150. Spl. Gtd. and $17,850. Spl. Gtd. W.J.R.R.Co.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood,	626 Chestnut St., Phila., Pa.	14th April, 1921
Samuel Rea,	Gladwyne, Pa.	"
Jno. P. Green,	Rosemont, Pa.	"
W. A. Patton,	Radnor, Pa.	"
Henry Tatnall,	Bryn Mawr, Pa.	"
George S. Bacon,	Millville, N. J.	"
W. W. Atterbury,	Radnor, Pa.	"
David Baird,	Del. Ave. & Pearl St. Camden, N.J.	"
George D. Dixon,	2004 Spruce St., Phila., Pa.	"
A. J. County,	St. Davids, Pa.	"
W. J. Sewell, Jr.,	Cam. Safe. Dep. & Tr. Co., Camden, N.J.	"
Jos. W. Cooper,	4109 Walnut St., Phila., Pa.	"
William Plummer,	Quinton, N.J.	"
David E. Williams,	Liberty Bldg., Phila., Pa.	"
A. C. Middleton,	Moorestown, N.J.	"
M. C. Kennedy, (Elected an additional member of Board to act as Vice-President.)	The Wellington, Phila., Pa.	"

		- OFFICIAL ADDRESS -	
President,	Samuel Rea,	Broad Street Station, Phila., Pa.	"
Vice-President,	W. W. Atterbury,	"	"
" "	Geo. D. Dixon,	"	"
" "	Henry Tatnall,	"	"
" "	A. J. County,	"	"
" "	M. C. Kennedy,	"	"
Treasurer,	Jas. F. Fahnestock,	"	"
Secretary,	Lewis Neilson,	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 14th April, 1921.

WITNESS our hands the 19th day of April, A. D. 1920.

President.

Secretary.

34

R R 1584

Annual Report for 191

OF THE

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..... Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed ..... 191....

.....

Secretary of State.

MAY 5 1920

Thomas F. Martin

SECRETARY OF STATE

Annual Report by a DOMESTIC Corporation.

Annual Report by a DOMESTIC Corporation.

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the Laws of the State of New Jersey.

The corporation above named organized under the Laws of the State of New Jersey. does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY.

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, New Jersey, and W. E. Ringel is the agent upon whom process may be served.

THIRD.—The character of the business is Transportation of Passengers and Freight.

FOURTH.—The amount of the authorized capital stock is $13,000,000.Common $ 104,000.Spl.Gtd. The amount actually issued and outstanding is $11,586,250.Common;$86,150.Spl.Gtd.and $17,850.Spl.Gtd.W.J. R.R.Co.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood,	626 Chestnut St., Philada.Pa.	13th April,1922.
Samuel Rea,	Gladwyne, Pa.	"
Jno. P. Green,	The Touraine, Philada.Pa.	"
W. A. Patton,	Radnor, Pa.	"
Henry Tatnall,	Bryn Mawr, Pa.	"
George S. Bacon,	Millville, N.J.	"
W. W. Atterbury,	Radnor, Pa.	"
David Baird,	Del.Ave.& Pearl St.,Camden,N.J.	"
George D.Dixon,	2004 Spruce St.,Phila.Pa.	"
A.J.County,	St.Davids,Pa.	"
W.J.Sewell,Jr.,	Cam.Safe Deposit & Tr.Co.Camden,NJ.	"
Jos.W.Cooper,	410 Walnut St., Philada.Pa.	"
William Plummer,	Quinton, N.J.	"
David E. Williams,	Liberty Building, Philada.Pa.	"
A.C.Middleton,	Moorestown, N.J.	"
M.C.Kennedy,(Elected an add'l member of Board to act as Vice-President)	1830 S.Rittenhouse Sq.,Phila.Pa.	"
Officers:	-OFFICIAL ADDRESS -	
President, Samuel Rea,	Broad Street Station, Phila.,Pa.	"
Vice-President, W.W.Atterbury,	"	"
" " Geo.D.Dixon,	"	"
" " Henry Tatnall,	"	"
" " A.J.County,	"	"
" " M.C.Kennedy,	"	"
" " and Gen'lCounsel,F.I.Gowen,	"	"
Treasurer, Jas.F.Fahnestock,	"	"
Secretary, Lewis Neilson,	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 13th April, 1922,

WITNESS our hands the 29th day of April, A. D. 1921

Samuel Rea *President.*

Lewis Neilson *Secretary.*

35

R554

Annual Report for 191

OF THE

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..... Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed ..... 191....

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Secretary of State.

FILED
MAY 3 1921
Thomas F. Martin
SECRETARY OF STATE

Annual Report by a DOMESTIC Corporation.

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the Laws of the State of New Jersey

The corporation above named organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, New Jersey, and W.E.Ringel is the agent upon whom process may be served.

THIRD.—The character of the business is Transportation of Passengers and Freight.

FOURTH.—The amount of the authorized capital stock is $13,000,000. Common $ 104,000.Spl.Gtd. The amount actually issued and outstanding is $11,586,250.Common;$87,200.Spl.Gtd.and $16,800.Spl.Gtd.W.J.R.R.Co.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood,	626 Chestnut St., Philada.Pa.	12th April,1923
Samuel Rea,	Gladwyne, Pa.	"
Jno.P.Green,	The Touraine, Philada.Pa.	"
W. A. Patton,	Radnor, Pa.	"
Henry Tatnall,	Bryn Mawr,Pa.	"
George S. Bacon,	Millville, N.J.	"
W.W.Atterbury,	Radnor, Pa.	"
David Baird,	Del.Ave.& Pearl St.,Camden,N.J.	"
George D.Dixon,	2004 Spruce St.,Phila.Pa.	"
A.J.County,	St.Davids,Pa.	"
W.J.Sewell,Jr.,	Cam.Safe Deposit&Tr.Co.Camden,N.J.	"
Jos.W.Cooper,	4109 Walnut St., Philada.Pa.	"
William Plummer,	Quinton, N.J.	"
David E.Williams,	Liberty Bldg.,Philada.Pa.	"
A.C.Middleton,	Moorestown,N.J.	"
M.C.Kennedy (Elected an add'l member of Board to act as Vice-President)	1830 S.Rittenhouse Sq.,Phila.Pa.	"
Officers:	-OFFICIAL ADDRESS-	
President, Samuel Rea,	Broad Street Station,Phila.Pa.	"
Vice-President, W.W.Atterbury,	"	"
" " Geo.D.Dixon,	"	"
" " Henry Tatnall,	"	"
" " A. J. County,	"	"
" " M.C.Kennedy,	"	"
" " and Gen'l.Counsel, F.I.Gowen,	"	"
Treasurer, Jas.F.Fahnestock,	"	"
Secretary, Lewis Neilson,	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 12th April,1923.

WITNESS our hands the 11th day of May, A. D. 1922.

President.

Secretary.

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R584

Annual Report for 191

OF THE

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..... Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed ..... 191.....

.....

Secretary of State.

FILED

MAY 1[illegible] 1922

Thomas F. Marlo

SECRETARY OF STATE

Annual Report by a DOMESTIC Corporation.

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the Laws of the State of New Jersey

The corporation above named organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, New Jersey and W. E. Ringel is the agent upon whom process may be served.

THIRD.—The character of the business is Transportation of passengers and freight.

FOURTH.—The amount of the authorized capital stock is $13,000,000. Common $ 104,000.Spl.Gtd. The amount actually issued and outstanding is $11,586,250.Common;$88,400.Spl.Gtd. and $15,600.Spl.Gtd.W.J.R.R.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood	512 Walnut St.,Philada.Pa.	10th April,1924
Samuel Rea	Gladwyne, Pa.	"
Jno.P.Green	The Touraine, Philada.Pa.	"
W.A.Patton	Radnor, Pa.	"
Henry Tatnall	Bryn Mawr, Pa.	"
George S. Bacon,	Millville, N.J.	"
W.W.Atterbury	Radnor, Pa.	"
David Baird	Dela.Ave.&Pearl St.,Camden,N.J.	"
George D.Dixon	2004 Spruce St.,Philada.Pa.	"
W.J.Sewell,Jr.,	Cam.Safe Dep.&Tr.Co.,Camden,N.J.	"
Jos.W.Cooper	4109 Walnut St., Philada.Pa.	"
William Plummer	Quinton,N.J.	"
David E.Williams	Liberty Bldg., Philada.Pa.	"
A.C.Middleton	Moorestown, N.J.	"
Samuel S. Dennis,	Newark, N.J.	"
M.C.Kennedy (Elected an addl.member of Board to act as Vice-President)	1830 S.Rittenhouse Sq.,Phila.Pa.	"
A.J.County (Elected an addl.member of Board to act as Vice-President)	St.Davids,Pa. -OFFICIAL ADDRESS -	"
OFFICERS:		
President, Samuel Rea	Broad St.Sta.,Philada.,Pa.	10th April,1924
Vice-President, W.W.Atterbury	" "	"
Vice-President, Geo.D.Dixon	" "	"
Vice-President Henry Tatnall	" "	"
Vice-President, A.J.County	" "	"
Vice-President M.C.Kennedy	" "	"
Vice-Prest.&Gen.Counsel-C.B.Heiserman	" "	"
Treasurer Jas.F.Fahnestock	" "	"
Secretary, Lewis Neilson	" "	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 10th April, 1924.

WITNESS our hands the 18th day of April, A. D. 1923.

A J County Vice- *President.*

Lewis Neilson *Secretary.*

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R R 584

Annual Report for 191

OF THE

J. Jones & Seaborn

Company,

organized under the laws of the State of

Directors, Officers, &c.

Filed ..... 191....

Secretary of State.

FILED

APR 21 1923

Thomas F. Martin

SECRETARY OF STATE.

Annual Report by a DOMESTIC Corporation.

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the Laws of the State of New Jersey

The corporation above named organized under the Laws of the State of New Jersey does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, New Jersey, and W. E. Ringel is the agent upon whom process may be served.

THIRD.—The character of the business is Transportation of passengers and freight.

FOURTH.—The amount of the authorized capital stock is $13,000,000.Common $ 104,000.Spl.Gtd. The amount actually issued and outstanding is $11,586,250.Common; $90,100.Spl.Gtd., and $13,900.Spl.Gtd.W.J.R.R.Co.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood	512 Walnut St., Philada.Pa.	9th April,1925
Samuel Rea	Gladwyne, Penna.	"
Wm. A. Patton,	Radnor, Penna.	"
Henry Tatnall	Bryn Mawr, Penna.	"
George S. Bacon	Millville, N.J.	"
W.W.Atterbury	Radnor, Pa.	"
David Baird	Dela.Ave.& Pearl St.,Camden,N.J.	"
Geo. D. Dixon	2004 Spruce St., Philada.Pa.	"
W.J.Sewell,Jr.,	Cam.Safe Dep.&Tr.Co.Camden,N.J.	"
Jos. W.Cooper	4109 Walnut St., Philada.Pa.	"
William Plummer	Quinton, N.J.	"
David E.Williams	Liberty Bldg.,Philada.Pa.	"
A.C.Middleton	Moorestown, N.J.	"
Samuel S.Dennis	Newark, N.J.	"
A.J.County	St. Davids, Pa.	"
M.C.Kennedy(Elected an addl.member of Board to act as Vice-President)	1830 S.Rittenhouse Sq.,Phila.Pa.	"
	-OFFICIAL ADDRESS-	
OFFICERS:		
President, Samuel Rea	Broad St.Sta.,Philada.Pa.	9th April,1925
Vice-President W.W.Atterbury	" "	"
Vice-President, Geo.D.Dixon	" "	"
Vice-President Henry Tatnall	" "	"
xx Vice-President, A. J. County	" "	"
Vice-President M.C.Kennedy	" "	"
Vice-Pdt&Genl.Counsel-C.B.Heiserman	" "	"
Treasurer Jas.F.Fahnestock	" "	"
Secretary, Lewis Neilson	" "	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 9th April,1925.

WITNESS our hands the 12th day of April, A. D. 1924.

SR [signature] *President.*

LN [signature] *Secretary.*

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Annual Report for 191

OF THE

W Jersey & Seashore

RR

..... Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed ..... 191.....

.....

Secretary of State.

APR 23 1924

Thomas F. Martin

SECRETARY OF STATE

APR

SECRETARY OF STATE

Chapter 124 of the Laws of 1900.

Annual Report by a DOMESTIC Corporation

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the laws of the State of New Jersey

The corporation above named, organized under the Laws of the State of New Jersey, does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

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THIRD—The character of the business is Transportation of passenger and freight.

FOURTH—The amount of the authorized capital stock is $13,000,000.Common $104,000.Spl.Gtd. The amount actually issued and outstanding is $11,586,250.Common; 890,900.Spl.Gtd., and $13,100.Spl.Gtd.W.J.R.R.Co.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS	ADDRESS	EXPIRATION OF TERM
George Wood	512 Walnut St., Philada.Pa.	8th April,1926
Samuel Rea	Gladwyne, Penna.	"
Wm.A.Patton	Radnor, Pa.	"
Henry Tatnall	Bryn Mawr, Pa.	"
Geo. S. Bacon	Millville, N.J.	"
W.W.Atterbury	Radnor,Pa.	"
David Baird	Dela.Ave.&Pearl St.Camden,N.J.	"
Geo.D.Dixon	2004 Spruce Street,Phila.Pa.	"
W.J.Sewell,Jr.,	Cam.SafeDep.&Tr.Co.Camden,N.J.	"
Jos.W.Cooper	4109 Walnut St.,Phila.Pa.	"
William Plummer	Quinton,N.J.	"
David E.Williams	Liberty Bldg.,Philada.Pa.	"
A.C.Middleton	Moorestown,N.J.	"
A. J. County	St. Davids, Pa.	"
John T. Dorrance	Campbell Soup Co.Camden,N.J.	"
M.C.Kennedy #	1830 S.Rittenhouse Sq.Phila.Pa.	"
Elisha Lee #	The Wellington,19th & Walnut Sts.,Philada.Pa.	"
#Elected add'l members of the Board to act as Vice-Presidents.		
Officers:	-OFFICIAL ADDRESS-	
President Samuel Rea	Broad St.Sta.,Philada.Pa.	8th April,1926
Vice-President W.W.Atterbury	" "	"
" " Geo.D.Dixon	" "	"
" " Henry Tatnall	" "	"
" " A.J.County	" "	"
" " M.C.Kennedy	" "	"
" " Elisha Lee	" "	"
" " C.B.Heiserman	" "	"
" " Thos. W.Hulme	" "	"
" " G.L.Peck	" "	"
Treasurer, Henry H.Lee	" "	"
Secretary, Lewis Neilson	" "	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Thursday, 8th April, 1926.

WITNESS our hands the 22nd day of April, A. D. 19 25.

SR ..... President.

LN ..... Secretary.

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Annual Report for 192

OF THE

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..... Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed ....., 192.....

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Secretary of State.

FILED
APR 30 1925
Fred J. Martin
SECRETARY OF STATE.

Chapter 124 of the Laws of 1900

Annual Report by a DOMESTIC Corporation

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the laws of the State of New Jersey

The corporation above named, organized under the Laws of the State of New Jersey, does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is WEST JERSEY AND SEASHORE RAILROAD COMPANY

SECOND—The location of the registered office is at No. 22 Federal Street, Camden, New Jersey, and W. E. Ringel is the agent upon whom process may be served.

THIRD—The character of the business is Transportation of passenger and freight.

FOURTH—The amount of the authorized capital stock is $13,000,000. Common $ 104,000.Spl.Gtd. The amount actually issued and outstanding is $11,586,250.Common; $97,600.Spl.Gtd.;and $6,400.Spl.Gtd.W.J.R.R.Co.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS		ADDRESS	EXPIRATION OF TERM
Samuel Rea		Gladwyne, Penna.	14th April,1927
Wm. A. Patton		Radnor, Penna.	"
Henry Tatnall		Bryn Mawr, Pa.	"
George S. Bacon		Millville, N.J.	"
W. W. Atterbury		Radnor, Pa.	"
David Baird		Dela.Ave.&Pearl St.,Camden,NJ	"
W.J.Sewell,Jr.,		Cam.SafeDep.&Tr.Co., "	"
Jos.W.Cooper		GardenC'tApt.47th&Pine ,Phila.Pa.	"
William Plummer		Quinton,N.J.	"
David E.Williams		Liberty Bldg., Philada.Pa.	"
A.C.Middleton		Moorestown,N.J.	"
A.J.County		St.Davids,Pa.	"
John T.Darance		Campbell Soup Co.,Camden,N.J.	"
Richd.D.Wood		512 Walnut St.,Philada.Pa.	"
Isaac W. Roberts		Land Title Bldg., Philada.Pa.	"
#M.C.Kennedy		1830 S.Rittenhouse Sq.,Phila.Pa.	"
#Elisha Lee		1811 Walnut St., Philada.Pa.	"
#Elected addl.members of the Board to act as Vice-Presidents.			
Officers:		-OFFICIAL ADDRESS-	
President	W.W.Atterbury	Broad St.Sta.,Philada.Pa.	"
Vice-President	A.J.County	" "	"
" "	M.C.Kennedy	" "	"
" "	Elisha Lee	" "	"
" "	C.B.Heiserman	" "	"
" "	Thos.W.Hulme	" "	"
" "	G.L.Peck	" "	"
" "	J.L.Eysmans	" "	"
Reg'l.Vice-Pdt.	C.S.Krick	" "	"
Treasurer,	Henry H.Lee	" "	"
Secretary,	Lewis Neilson	" "	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on 14th April,1927.

WITNESS our hands the 26th day of April, A. D. 1926

W. W. Atterbury *President.*

Lewis Neilson *Secretary.*

RR 584

Annual Report for 192

OF THE

West New Jersey & Seashore Co. Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed ....., 192.....

.....

Secretary of State.

MAY 1926

Thomas F. Martin

SECRETARY OF STATE

Chapter 124 of the Laws of 1900

Chapter 124 of the Laws of 1900

Annual Report by a DOMESTIC Corporation

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the laws of the State of New Jersey

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THIRD—The character of the business is Transportation of passenger and freight.

FOURTH—The amount of the authorized capital stock is $13,000,000. Common $104,000. Spl. Gtd. The amount actually issued and outstanding is $11,586,450. Common; $98,250. Spl. Gtd.; and $5,750. Spl. Gtd., W.J.R.R.Co.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS		ADDRESS	EXPIRATION OF TERM
Samuel Rea		Gladwyne, Pa.	12th April, 1928
Wm. A. Patton		Radnor, Pa.	"
Henry Tatnall		Bryn Mawr, Pa.	"
George S. Bacon		Millville, N.J.	"
W. W. Atterbury		Radnor, Pa.	"
W. J. Sewell, Jr.		Camden Safe Dep.&Tr.Co., Camden, N.J.	"
Joseph W. Cooper		Garden C't Apt., 47th & Pine Sts., Phila.	"
William Plummer		Salem , N.J.	"
David E. Williams		Liberty Building, Phila., Pa.	"
A. C. Middleton		Moorestown, N.J.	"
A. J. County		St. Davids, Pa.	"
John T. Dorrance		Campbell Soup Co., Camden, N.J.	"
Richard D. Wood		512 Walnut St., Phila., Pa.	"
Isaac W. Roberts		Land Title Building, Phila., Pa.	"
Elisha Lee		The Wellington, 19th & Walnut Sts., Phila.	"
#M. C. Kennedy		1830 S. Rittenhouse Sq., Phila., Pa.	"
#Thomas W. Hulme		St. Davids, Pa.	"
#Elected addl. members of the Board to act as Vice-Presidents.			
Officers:		-OFFICIAL ADDRESS-	
President	W. W. Atterbury	Broad St. Station, Phila., Pa.	"
Vice-President	Elisha Lee	" "	"
" "	A. J. County	" "	"
" "	M. C. Kennedy	" "	"
" "	T. W. Hulme	" "	"
" "	M. W. Clement	" "	"
" "	J. L. Eysmans	" "	"
" "	C. B. Heiserman	" "	"
" "	G.L. Peck	" "	"
Reg'l.Vice-Pdt.	C. S. Krick	" "	"
Treasurer,	H. H. Lee	" "	"
Secretary,	Lewis Neilson	" "	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on 12th April, 1928.

WITNESS our hands the 21st day of April, A. D. 1927.

WWA *President.*

HN *Secretary.*

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Annual Report for 192

OF THE

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..... Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed ....., 192.....

.....

Secretary of State.

FILED

MAY - 2 1927

Joseph F. Fitzpatrick

SECRETARY OF STATE

R R 5-84

Chapter 124 of the Laws of 1900

Annual Report by a DOMESTIC Corporation

The WEST JERSEY AND SEASHORE RAILROAD *Company.*

Organized under the laws of the State of New Jersey

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FOURTH—The amount of the authorized capital stock is $13,000,000. Common 104,000. Spl. Gtd. The amount actually issued and outstanding is $11,586,450.Common; $98,250.Spl.Gtd.; and $5,750.Spl.Gtd.,W.J.R.R.Co.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS	ADDRESS	EXPIRATION OF TERM
Samuel Rea	Gladwyne, Pa.	11th April, 1929
Henry Tatnall	Bryn Mawr, Pa.	"
George S. Bacon	Millville, N.J.	"
W. W. Atterbury	Radnor, Pa.	"
W. J. Sewell, Jr.	Camden Safe Dep.&Tr.Co., Camden,N.J.	"
Joseph W. Cooper	Garden C'T Apt.,47th & Pine Sts., Phila.	"
William Plummer	Salem, N.J.	"
David E. Williams	Liberty Building, Phila., Pa.	"
A. C. Middleton	Moorestown, N.J.	"
A. J. County	St. Davids, Pa.	"
John T. Dorrance	Campbell Soup Co., Camden, N.J.	"
Richard D. Wood	512 Walnut St., Phila., Pa.	"
Isaac W. Roberts	Land Title Building, Phila., Pa.	"
Elisha Lee	The Wellington, 19th & Walnut Sts. Phila.	"
David Baird, Jr.	804 Cooper St., Camden, N.J.	"
#M. C. Kennedy	1830 So. Rittenhouse Sq., Phila., Pa.	"
#Thomas W. Hulme	St. Davids, Pa.	"

#Elected addl. members of the Board to act as Vice-Presidents.

Officers		-OFFICIAL ADDRESS-		
President	W. W. Atterbury	Broad St. Station, Phila., Pa.		"
Vice-President	Elisha Lee	"	"	"
" "	A. J. County	"	"	"
" "	M. C. Kennedy	"	"	"
" "	T. W. Hulme	"	"	"
" "	M. W. Clement	"	"	"
" "	J. L. Eysmans	"	"	"
" "	C. B. Heiserman	"	"	"
" "	G. L. Peck	"	"	"
Reg'l Vice-Pdt.	C. S. Krick	"	"	"
Treasurer	H. H. Lee	"	"	"
Secretary	Lewis Neilson	"	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on 11th April, 1929.

WITNESS our hands the 25th day of April, A. D. 19 28.

WWA W. W. Atterbury *President.*

LN Lewis Neilson *Secretary.*

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Annual Report for 192

OF THE

.....

..... Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed ....., 192.....

.....

Secretary of State.

FILED
MAY 3 - 1928
SECRETARY OF STATE

Exhibit D-8 of June 12, 1928.

(W. J. & S. S. R. R. Reports, 1896-1928, Incl.)

Exhibit D-9 of June 12, 1928.

NOTICE OF ARGUMENT.

(Filed November 9, 1919.)

NEW JERSEY COURT OF ERRORS AND APPEALS.

WEST JERSEY AND SEASHORE RAILROAD COMPANY,
Relator (Appellant),

v.

BOARD OF PUBLIC UTILITY COMMISSIONERS,
Respondent (Appellee).

On Appeal from Supreme Court.

To FRANK H. SOMMER, Esq., Attorney for Respondent:

TAKE NOTICE of the Argument of the Appeal in the above entitled cause before the Court of Errors and Appeals of New Jersey, to be held at the State House, in Trenton, on the Twenty-third day of November, 1914, at half past ten o'clock in the forenoon, or as soon thereafter as the Court can hear the same.

Dated October 31st, 1914.

GASKILL & GASKILL,
Attorneys for Appellant.

ALAN H. STRONG,
of Counsel.

Exhibit D-10 of June 12, 1928.

(Opinion of Court of Errors and Appeals in the Case of W. J. & S. S. R. R. Co. v. Board of Public Utility Commissioners, 87 N. J. Law, p. 170. See page 132.)

Exhibit D-11 of June 12, 1928.

(AFFIRMANCE AND REMITTITUR, SAME CASE AS D-10. SEE PAGE 129.)

Exhibit D-12 of June 12, 1928.

(CHECK LIST. SAME CASE AS D-10.)

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17-230

STATE OF NEW JERSEY.

COURT OF ERRORS AND APPEALS.

NOVEMBER TERM, 1914.

Appeal from Supreme Court.
Error to.....Court.

WEST JERSEY AND SEASHORE RAILROAD CO.

and

BOARD OF PUBLIC UTILITY COMMISSIONERS.

No. 110 of Nov. Term, 1914.
Date March 1915.
Chancellor presiding.
Opinion by GUMMERE, C. J.

CHECK LIST.	Affirmed	Reversal	M
The Chancellor,	1		
" Chief Justice,	1		
Mr. Justice Garrison			
" " Swayze,	1		
" " Trenchard,			
" " Parker,	1		
" " Bergen,	1		
" " Minturn,			
" " Kalisch,	1		
" " Black	1		
Judge Bogert,			
" Vredenburgh,	1		
" White,	1		
" Terhune,			
" Heppenheimer,			
" Williams,	1		
Totals,			

(Rubber Stamp):
FILED
Apr 22 1915
THOMAS F. MARTIN
Clerk

Exhibit D-14 of June 12, 1928.

(Supreme Court Records of Mandamus Suit.)

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY,
Relator,

v.

BOARD OF PUBLIC UTILITY COMMISSIONERS OF THE STATE OF NEW JERSEY.

SIR:

Please take notice that on Wednesday the Fifth day of November instant at ten-thirty o'clock in the forenoon, or as soon thereafter as the same can be heard, at the State House in the City of Trenton, we shall apply to the Supreme Court—Part II for Rule to Show Cause why a Writ of Mandamus should not issue requiring said Board to approve the Lease made by the West Jersey & Seashore Railroad Company of its property and secondary franchise to the Pennsylvania Railroad Company on the ground that the statute creating said Board was not intended to transfer to it the discretion of the Board of Directors of the above named Relator or to give said Board the right to refuse their approval of a Lease which is in all respects lawful and within the power of the Relator, and that if said Board has the power in its discretion to refuse approval upon other grounds than lack of conformity to legal requirements its refusal must not be arbitrary and for the further reason that the

several grounds contained in the refusal of said Board are insufficient and the action of the Board being based thereon necessarily fails.

Attached hereto is a copy of the Affidavit of Albert J. County, Special Assistant to the President of the West Jersey & Seashore Railroad Company which will be used on this application. Attached to said Affidavit is copy of the Petition on application of the said West Jersey & Seashore Railroad Company to the Board of Public Utility Commissioners of the State of New Jersey and a copy of the Lease in question and copy of the Report or Statement of Reasons given by the said Board for its refusal, which copies or the originals thereof are in the possession of said Board.

GASKILL & GASKILL,
Attorneys for the Relator.

Dated October 23, 1913.

To FRANK H. SOMMER,
Attorney and of Counsel with said Board.

Exhibits.

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY, *Relator,* *v.* BOARD OF PUBLIC UTILITY COMMISSIONERS OF THE STATE OF NEW JERSEY.	On Application for Mandamus Affidavit.

STATE OF PENNSYLVANIA, }
COUNTY OF PHILADELPHIA, } ss.:

ALBERT J. COUNTY, being duly sworn, according to law, deposes and says, that he is Special Assistant to the President of the West Jersey & Seashore Railroad Company, The relator above named.

That the West Jersey & Seashore Railroad Company is a railroad corporation formed in the year 1896, under the laws of the State of New Jersey, by consolidation and merger of several other railroad companies previously existing under the laws of the said State, as particularly mentioned in the Petition of the said West Jersey & Seashore Railroad Company to the Board of Public Utility Commissioners of said State, as hereinafter mentioned, and that said West Jersey & Seashore Railroad Company owns and operates the several lines of railroad set forth in the said petition, a copy of which is hereunto annexed, which lines of railroad connect directly with railroads leased and operated by the Pennsylvania Railroad Company under legislative authority in said State and composing part of the railroad system of the said the Pennsylvania Railroad Company and by means of such

leased road connect with the railroads owned and operated by the said The Pennsylvania Railroad Company in the State of Pennsylvania.

That on or about the third day of May, 1913, the said West Jersey & Seashore Railroad Company presented to the Board of Public Utility Commissioners of the State of New Jersey a petition or application in writing verified by the oath of Samuel Rea, its President, a true copy of which petition and said affidavit verifying the same is hereto annexed, marked "Exhibit 1", and that the facts set forth in said petition are true in manner and form, as therein stated.

That annexed hereto and marked "Exhibit 2" is a copy of the proposed lease in said petition mentioned, a like copy having been annexed to said petition and marked "Exhibit A" as in said petition stated, and that said proposed lease had been duly approved by the Board of Directors of the said West Jersey & Seashore Railroad Company, and the Pennsylvania Railroad Company respectively, and had also been approved by vote of more than two-thirds of the stockholders of said Companies at stockholders' meetings duly called for that purpose, in accordance with the statutes of the said State of New Jersey, and that said Companies also tendered themselves ready to execute and deliver and file in the Office of the Secretary of State an agreement surrendering to the State all rights of exemption and contract privileges with respect to taxation and reserving to the State any existing right to take the property of any of the parties, pursuant to the Statute in such case made and provided.

That the said Board of Public Utility Commissioners having received said petition, caused an

investigation to be made of the matters therein stated and such other matters as seemed to said board to be pertinent to the said application (the said Petitioner furnishing to the said Board all the information in its control, requested by said Board) and said board held one or more public hearings with respect to the granting or refusal of the approval of said proposed Lease, and thereafter, on or about the Nineteenth day of July, 1913, the said Board by its order refused to approve the said proposed lease and dismissed the said petition and application accordingly, and concurrently with the said order filed and make public a report or statement of the reason for such refusal, a copy whereof is also hereto annexed marked "Exhibit 3".

A. J. COUNTY,
ALBERT J. COUNTY.

Sworn and subscribed, this 15th day of October, 1913, at Philadelphia, in said County and State, before me a Notary Public in and for said County and State, as witness my hand and notarial seal.

ERNEST H. BROWN.

Exhibits.

(Indorsed)

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY,
Relator,

BOARD OF PUBLIC UTILITY COMMISSIONERS OF THE STATE OF NEW JERSEY,
Respondent.

ON APPLICATION FOR MANDAMUS.

NOTICE & COPIES, &c.

Due and legal service hereof is hereby acknowledged this day of October, 1913.

FRANK H. SOMMER,
Atty. for Respondent.

FILED

November 6, 1913

WM. C. GEBHARDT,
Clerk.

GASKILL & GASKILL,
Counsellors at Law,
301 Market Street,
Camden, N. J.

NEW JERSEY SUPREME COURT.

West Jersey & Seashore Railroad Company,		
	v.	On Mandamus Notice.
Board of Public Utility Commissioners of New Jersey.		

Take notice that we shall apply to the Supreme Court, upon the opening of the June Term to wit the second day of June next, at ten o'clock in the forenoon, or as soon thereafter as we can be heard, at the State House, in Trenton, New Jersey, for an Order directing that an Issue be framed by an alternative Writ of Mandamus with return thereto and Demurrer to the return with Judgment thereon in favor of the Defendant.

Yours truly,

Gaskill & Gaskill,
Attorneys.

To Frank H. Sommers, Esq.,
Attorney of Public Commissioners
of the State of New Jersey.

(Indorsed)

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY,

vs.

BOARD OF PUBLIC UTILITY COMMISSIONERS OF NEW JERSEY.

ON MANDAMUS,

NOTICE.

GASKILL & GASKILL,
301 Market St.,
Camden, N. J.

Service acknowledged May 26, 1914.
FRANK H. SOMMER,
Atty. of Board

Filed

May 27, 1914.

WM. C. GEBHART,
Clerk.

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY,
Relator,

v.

BOARD OF PUBLIC UTILITY COMMISSIONERS,
Respondent.

Notice to Frank H. Sommer, Esq., Attorney for Respondent.

Take notice that on Monday, the Twenty-sixth instant, at Eleven O'clock in the forenoon, motion will be made on behalf of said relator before the Hon. Charles G. Garrison, Justice of the Supreme Court, at the Court House in Camden, for an Order framing an issue and judgment thereon in favor of the respondent in accordance with the opinion of the Supreme Court heretofore rendered in said cause, to the end that writ of error or appeal to the Court of Errors and Appeals may be taken from said judgment by the said relator.

GASKILL & GASKILL,
Attorneys for Relator.

Dated October 21st, 1914.

ALAN H. STRONG,
Of Counsel.

Exhibits.

(Indorsed)

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE R. R. COMPANY,
Relator,

vs.

BOARD OF PUBLIC UTILITY COMMISSIONERS OF NEW JERSEY,
Respondent.

NOTICE OF MOTION TO FRAME ISSUE, &c.

GASKILL & GASKILL,
Attys. of Relator.

Service acknowledged October 22, 1914.

FRANK H. SOMMER,
Atty. B. P. U. C.

Filed
October 26, 1914.

WM. C. GEBHART,
Clerk.

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY, *Relator,* *v.* BOARD OF PUBLIC UTILITY COMMISSIONERS OF NEW JERSEY, *Respondent.*	On Mandamus. Demurrer to Alternative Writ.

Board of Public Utility Commissioners of New Jersey, the said respondent, by Frank H. Sommer, its Attorney, in accordance with the direction contained in an order of the Court made and entered on the twenty-sixth day of October, 1914, comes and says that it should not be compelled to approve the lease proposed to be made by the West Jersey and Seashore Railroad Company, a corporation of this State, to the Pennsylvania Railroad Company, a corporation of the State of Pennsylvania, as by the annexed writ it the said Board of Public Utility Commissioners of New Jersey is commanded to do, because it says, that the matters contained in the said writ, in manner and form as the same are set forth, are not sufficient in law for the said West Jersey and Seashore Railroad Company the above named Relator to have or maintain its aforesaid writ of mandamus against it, the said respondent Board of Public Utility Commissioners of New Jersey, and that, the said Board of Public Utility Commissioners of New Jersey is not bound by the law of the land to obey the command of the said writ of mandamus and to approve the lease proposed to be made by the said West Jersey and Seashore Railroad Company

to the said Pennsylvania Railroad Company as by the said writ of mandamus it is commanded to do, and that the allegations and statements set forth in the said writ do not authorize the command; and the said Respondent, Board of Public Utility Commissioners of New Jersey prays judgment that the said writ be set aside, and it, the said Board of Public Utility Commissioners of New Jersey be relieved from obeying the said command.

FRANK H. SOMMER,
Attorney of Board of
Public Utility Commissioners
of New Jersey.

(Indorsed)

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY,
Relator,

vs.

BOARD OF PUBLIC UTILITY COMMISSIONERS OF
NEW JERSEY,
Respondent.

ON MANDAMUS,

DEMURRER TO ALTERNATIVE WRIT.

FRANK H. SOMMER,
Atty. of Board of
Public Utility Commissioners,
Kinney Bldg.,
Newark, N. J.

Filed
October 27, 1914.

WM. C. GEBHART,
Clerk.

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY,
Relator,
v.
BOARD OF PUBLIC UTILITY COMMISSIONERS,
Respondent.

On Order.
Mandamus.

The court having heretofore directed that an issue and judgment thereon in favor of the respondent be framed to the end that a writ of Error may be taken therefrom by the relator, and application being now made on behalf of the relator upon notice to Frank H. Sommer, attorney for respondent to frame such issue and judgment. It is therefore on this twenty-sixth day of October nineteen hundred and fourteen ordered that the said issue consist of (1) the alternative writ as now presented and heretofore served upon the attorney for said board (2) a general demurrer thereto (3) a joinder in demurrer and that judgment on said pleadings be entered in favor of the respondent forthwith in accordance with the opinion of Justice Trenchard heretofore rendered upon the hearing of the rule to show cause in said matter. And it is further ordered that the said pleadings be filed by the respective parties within five days from the date of this order.

Let this order be entered)
C. G. GARRISON)
J. S. C.)

Entered October 27, 1914 On motion of

GASKILL & GASKILL,
Attorney of Relator.

ALAN H. STRONG,
Of Counsel.

Exhibits.

(Indorsed)

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY,
Relator,

vs.

BOARD OF PUBLIC UTILITY COMMISSIONERS OF NEW JERSEY,
Respondent.

ORDER TO FRAME ISSUE.

GASKILL & GASKILL,
Attorneys.

JUDGMENT FOR RESPONDENT.

Filed
October 27, 1914.

WM. C. GEBHART,
Clerk.

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY,
Relator,

v.

BOARD OF PUBLIC UTILITY COMMISSIONERS OF NEW JERSEY,
Respondent.

On Mandamus.
Joinder in Demurrer.

And the said relator saith that the matters contained in the said writ in manner and form as the same are therein set forth, are sufficient in law for the said relator to have and maintain its aforesaid writ of mandamus against the said respondent. Wherefore, for as much as the said respondent has not denied the same or in any manner made answer thereunto, the said relator prays judgment and that a peremptory writ may be awarded to it with its costs in that behalf.

GASKILL & GASKILL,
Attorneys for Relator,

ALAN H. STRONG,
Of Counsel.

(Indorsed.)

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY,
Relator,

vs.

BOARD OF PUBLIC UTILITY COMMISSIONERS OF NEW JERSEY,
Respondent.

ON MANDAMUS

JOINDER IN DEMURRER

FILED
October 30, 1914

WM. C. GEBHARDT,
Clerk.

GASKILL & GASKILL,
Attorneys for Relator.

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY,
Relator (*Appellant*),

v.

BOARD OF PUBLIC UTILITY COMMISSIONERS,
Respondent (*Appellee*),

Notice of Appeal.

To FRANK H. SOMMER, Esq.,
Attorney for Respondent:

Take Notice that the Relator, West Jersey & Seashore Railroad Company, appeals to the Court of Errors and Appeals from the whole of the judgment entered in this cause on the following ground, to-wit:

Judgement was entered in favor of the Respondent refusing a peremptory writ, whereas judgment should have been entered in favor of the Relator allowing such writ.

Dated October 31, 1914.

GASKILL & GASKILL,
Attorneys for Appellant.

ALAN H. STRONG,
Of Counsel.

(Indorsed.)

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY,
Relator (Appellant),
vs.
BOARD OF PUBLIC UTILITY COMMISSIONERS,
Respondent (Appellee).

NOTICE OF APPEAL .

GASKILL & GASKILL,
Attys for Appellant.

FILED
November 5, 1914.

WM. C. GEBHARDT,
Clerk.

Service acknowledged November 2, 1914.

FRANK H. SOMMER,
Atty.

(Copy of Judgment and Opinion of the New Jersey Supreme Court.)

NEW JERSEY SUPREME COURT.

WEST JERSEY AND SEASHORE RAILROAD, *Relator,* *v.* BOARD OF PUBLIC UTILITY COMMISSIONERS, *Respondent.*	On Demurrer to Alternative Writ. Judgment for Respondent on Demurrer. FRANK H. SOMMER, Atty.

NEW JERSEY, ss;

The State of New Jersey to the Board of Public Utility Commissioners, GREETING:

WHEREAS, the West Jersey & Seashore Railroad Company at all times hereinafter mentioned was and still is a railroad corporation of the State of New Jersey, duly incorporated and organized by consolidation and merger under the provisions of the General Statutes of said State for that purpose and by and pursuant to an agreement made the twenty-eighth day of February, in the year eighteen hundred and ninety-six, (as stated in the petition by said Company presented to you, the said Board of Public Utility Commissioners, as hereinafter set forth) and duly filed in the office of the Secretary of State, as required by law; and at all times hereinafter mentioned, said Company did and still does own and operate the railroads in said petition mentioned together with the sidings, extensions and branches thereof and other property appurtenant thereto, including motive power, rolling and floating stock and equipment, which said railroads at all times hereinafter mentioned,

have been and still are operated under the corporate organization of said West Jersey & Seashore Railroad Company in harmony and in connection with the railroad system of The Pennsylvania Railroad Company, a corporation of the State of Pennsylvania, with which system said railroads are connected by means of railroads leased and operated by the said The Pennsylvania Railroad Company, said West Jersey & Seashore Railroad Company using the terminal facilities of The Pennsylvania Railroad Company in the City of Camden, New Jersey, and also operating with the latter Company a joint train service which uses the terminal facilities of The Pennsylvania Railroad Company in the City of Philadelphia, Pennsylvania, and the lines of The Pennsylvania Railroad Company's System necessary to enable such trains to reach the latter terminals, thereby affording the traveling public convenient means for transportation between points on the lines of the said West Jersey & Seashore Railroad Company's railroads and points on the lines of The Pennsylvania Railroad Company's Systems and other connections;

And Whereas, the said West Jersey & Seashore Railroad Company believing that a lease of the railroad, property and franchises to The Pennsylvania Railroad Company and the maintenance and operation thereafter of the same by that Company as a part of its own railroad system would tend to insure not merely the maintenance of the transportation facilities of said railroads of the West Jersey & Seashore Railroad Company at their present high standard of efficiency, but as well as the enlargement, improvement and development of the same when and as necessary to accom-

modate the public needs, opened negotiations with The Pennsylvania Railroad Company which resulted in an agreement for a lease to that Company for a term of nine hundred and ninety-nine years from July 1st, 1913, upon the terms and conditions set forth in the draft of such proposed lease herein after contained, which said proposed lease had been duly approved by the Boards of Directors of the said West Jersey & Seashore Railroad Company and The Pennsylvania Railroad Company, respectively, and had also been approved by vote of more than two-thirds of the stockholders of each of said Companies at Stockholders' Meetings duly called for that purpose, in accordance with the Statutes of the State of New Jersey, and the said West Jersey & Seashore Railroad Company did thereupon, to wit, on the third day of May, in the year nineteen hundred and thirteen, present to you, the said Board of Public Utility Commissioners, and file with the Clerk of said Board its petition in the language and of the tenor and effect following, that is to say:

PETITION.

To the Board of Public Utility Commissioners of the State of New Jersey:

The West Jersey and Seashore Railroad Company respectfully represents:

1. That it is a corporation duly formed under the laws of the State of New Jersey, by an agreement of consolidation and merger made February 28th, 1896, by and between the West Jersey Railroad Company, the Alloway and Quinton Railroad Company, the West Jersey and Atlantic Railroad Company, The Camden and Atlantic Railroad

Company, the Chelsea Branch Railroad Company, and The Philadelphia, Marlton and Medford Railroad Company, and duly filed in the Office of the Secretary of State of the State of New Jersey, on the fourth day of May, 1896, and owns and operates the following railroads:

(*a*) The railroad generally known as the Lessor's "Main Line of the Atlantic City Division," extending from a point in the City of Camden to a point in Atlantic City, a distance of 58.78 miles, with a connection therefrom with the Atlantic City Railroad at Winslow Junction, 0.54 of a mile long;

(*b*) The railroad generally known as the "Van Hook Street Cut-Off," extending from a point of connection with the said Main Line of the Atlantic City Division, at or near Liberty Park Station, to a connection with the Main Line of the Cape May Division (hereinafter mentioned) at South Camden, a distance of 0.98 of a mile.

(*c*) The railroad generally known as the "Medford Branch," extending from a point of connection with the said Main Line of the Atlantic City Division, at or near Haddonfield, to a junction with the railroad of the Mt. Holly, Lumberton and Medford Railroad Company, at or near Medford, a distance of 11.9 miles.

(*d*) The railroad generally known as the "Chelsea Branch," extending from a point on the said Main Line of the Atlantic City Division, at or near Drawbridge Station, Atlantic City, to a junction with the Atlantic City and Longport Branch (hereinafter mentioned), at or near Providence Avenue, Atlantic City, a distance of 1.23 miles;

(*e*) The railroad generally known as the "Atlantic City and Longport Branch," extending from

Absecon Inlet, Atlantic City, to Longport, a distance of 8.38 miles;

(*f*) The railroad generally known as the "Main Line of the Cape May Division," extending from a point in the City of Camden to a point in Cape May, a distance of 81.62 miles, with a connection therefrom with the Atlantic City Railroad at Mt. Pleasant, 0.71 of a mile long;

(*g*) The railroad generally known as the "Penns Grove Branch," extending from a point on the said Main Line of the Cape May Division, at or near Woodbury Station, to Penns Grove, a distance of 21.64 miles;

(*h*) The railroad generally known as the "Salem Branch," extending from a point on the said Main Line of the Cape May Division, at or near Woodbury Station, to Salem, a distance of 28.35 miles;

(*i*) The railroad generally known as the "Riddleton Branch," extending from a point on the said Salem Branch, at or near Riddleton, to a junction with the Bridgeton Branch (hereinafter mentioned, at or near Elmer Station, a distance of 10.38 miles.

(*j*) The railroad generally known as the "Quinton Branch," extending from a point on the said Salem Branch, at Alloway Junction, to Quinton, a distance of 4.22 miles;

(*k*) The railroad generally known as the "Glass Works Branch," extending from a point on the said Salem Branch, in Salem, to its terminus, a distance of 1.25 miles;

(*l*) The railroad generally known as the "Bridgeton Branch," extending from a point on the said Main Line of the Cape May Division, at

or near Glassboro, to Bridgeton, a distance of 20.83 miles;

(*m*) The railroad generally known as the "West Jersey Terminal Branch," extending from a point on the said Bridgeton Branch, in Bridgeton, to its terminus, a distance of 0.53 miles;

(*n*) The railroad generally known as the "Newfield Branch," extending from a point on the said Main Line of the Cape May Division, at or near Newfield, to Atlantic City, a distance of 34.55 miles;

(*o*) The railroad generally known as the "Somer's Point Branch," extending from a point on the said Newfield Branch, at or near Pleasantville, to Somer's Point, a distance of 7.20 miles;

(*p*) The railroad generally known as the "Maurice River Branch," extending from a point on the said Main Line of the Cape May Division, at or near Manumuskin, to a point at or near Maurice River Station, a distance of 9.75 miles;

(*q*) The railroad generally known as the "Ocean City Branch," extending from a point on the said Main Line of the Cape May Division, at or near Sea Isle Junction, to Ocean City, a distance of 16.23 miles;

(*r*) The railroad generally known as the "Stone Harbor Branch," extending from a point on the said Ocean City Branch, at or near Prospect Street Station, Sea Isle City, to Stone Harbor, a distance of 10.05 miles; and

(*s*) The railroad generally known as the "Wildwood branch, extending from a point on the said Main Line of the Cape May Division, at or near

Wildwood Junction to Wildwood Crest, a distance of 8.36 miles;
together with the sidings, extensions and branches thereof and other property appurtenant thereto, including motive power, rolling and floating stock and equipment.

2. That the railroads of your petitioner have been operated under the corporate organization of your petitioner in harmony and in connection with the railroad system of The Pennsylvania Railroad Company, a corporation of the State of Pennsylvania, with which system your petitioner's railroads are connected by means of railroads leased and operated by the said The Pennsylvania Railroad Company; your petitioner using the terminal facilities of The Pennsylvania Railroad Company in the City of Camden, New Jersey, and also operating with the latter Company a joint train service which uses the terminal facilities of The Pennsylvania Railroad Company in the City of Philadelphia, Pennsylvania, and the lines of The Pennsylvania Railroad Company's system necessary to enable such trains to reach the latter terminals, thereby affording the traveling public convenient means for transportation between points on the lines of your petitioner's railroads and points on the railroads of The Pennsylvania Railroad Company's system and their connections.

3. Your petitioner, believing that a lease of its railroad, property and franchises to The Pennsylvania Railroad Company and the maintenance and operation thereafter of the same by that Company as part of its own railroad system would tend to insure not merely the maintenance of the transportation facilities of your petitioner's railroads as

their present high standard of efficiency, but as well the enlargement, improvement, and development of the same when and as necessary to accommodate the public needs, opened negotiations with The Pennsylvania Railroad Company, which have resulted in an agreement for a lease to that Company for a term of nine hundred and ninety-nine (999) years from July 1, 1913, upon the terms and conditions set forth in the draft thereof hereto attached and marked "Exhibit A." This lease has been approved and the execution thereof authorized by the Board of Directors of your petitioner on the eighteenth day of March, 1913, and by the holders of more than two-thirds (2-3) of all the capital stock of your petitioner by action taken on the thirtieth day of April, 1913, in accordance with law, and by the Board of Directors of The Pennsylvania Railroad Company, by resolution adopted on the twenty-sixth day of March, 1913, as appears by certified copies of the respective actions hereto attached and marked, respectively "Exhibit B," "Exhibit C" and "Exhibit D."

Wherefore, your petitioner, in order that the said lease may be duly consummated, respectively prays your Honorable Body will make an order approving the same.

To which said petition presented as aforesaid was annexed a copy of the said proposed lease therein and herein referred to and which was and is in the language and of the tenor and effect following, that is to say:—

THIS INDENTURE made and executed in duplicate original this eighteenth day of March, in the year of our Lord one thousand nine hundred and thirteen, A. D. 1913, by and between the WEST

JERSEY AND SEASHORE RAILROAD COMPANY, a corporation of the State of New Jersey (hereinafter called the Lessor), party of the first part, and THE PENNSYLVANIA RAILROAD COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the Lessee), party of the second part;

WHEREAS, the railroads of the Lessor connect, by means of the railroads of the Connecting Railway Company and the Delaware River Railroad and Bridge Company—which railroads are operated by the Lessee—with the railroad of the Lessee, at or near Haddonfield, in the County of Camden, and State of New Jersey, and also in the City of Camden in the said County and State, by means of the railroad of the United New Jersey Railroad and Canal Company, which latter railroad, and lines connecting the same with the railroad of the Lessee, are leased to and operated by the Lessee;

AND WHEREAS, it is deemed desirable and advantageous that a long term lease be made of the railroads and property of the Lessor to the Lessee at a fixed rental whereby the said railroads and property of the Lessor may be enlarged and improved and its transportation facilities developed and increased from time to time, and the same adequately and efficiently operated as shall be properly required to accommodate the public needs, which will be beneficial alike to the public and the owners of the property, and the parties hereto having duly negotiated concerning, and definitely agreed upon, the terms and conditions for such long term lease, are now about to execute the same accordingly.

Now, Therefore, This Indenture Witnesseth that the said Lessor for and in consideration of the

rents, covenants and agreements hereinafter mentioned, reserved and contained on the part of the said Lessee to be fully and faithfully paid, kept and performed, hath granted, demised and leased, and by these presents doth grant, demise and lease unto the said Lessee all and singular the railroads and property of the said Lessor situate in the said State of New Jersey and particularly described as follows:

1. (*a.*) The railroad generally known as the Lessor's "Main Line of the Atlantic City Division," extending from a point in the City of Camden to a point in Atlantic City, a distance of 58.78 miles, with a connection therefrom with the Atlantic City Railroad at Winslow Junction, 0.54 of a mile long;

(*b.*) The railroad generally known as the "Van Hook Street Cut-off," extending from a point of connection with the said Main Line of the Altantic City Division, at or near Liberty Park Station, to a connection with the Main Line of the Cape May Division (hereinafter mentioned) at South Camden, a distance of 0.98 of a mile

(*c.*) The railroad generally known as the "Medford Branch," extending from a point of connection with the said Main Line of the Atlantic City Division, at or near Haddonfield, to a junction with the railroad of the Mt. Holly, Lumberton and Medford Railroad Company, at or near Medford, a distance of 11.9 miles;

(*d.*) The railroad generally known as the "Chelsea Branch," extending from a point on the said Main Line of the Atlantic City Division, at or near Drawbridge Station, Atlantic City, to a junction with the Atlantic City and Longport Branch (here-

inafter mentioned), at or near Providence Avenue, Atlantic City, a distance of 1.23 miles;

(*e.*) The railroad generally known as the "Atlantic City and Longport Branch," extending from Absecon Inlet, Atlantic City, to Longport, a distance of 8.38 miles;

(*f.*) The railroad generally known as the "Main Line of the Cape May Division," extending from a point in the City of Camden to a point in Cape May, a distance of 81.62 miles, with a connection therefrom with the Altantic City Railroad at Mt. Pleasant, 0.71 of a mile long;

(*g.*) The railroad generally known as the "Penns Grove Branch," extending from a point on the said Main Line of the Cape May Division, at or near Woodbury Station, to Penns Grove, a distance of 21.64 miles;

(*h.*) The railroad generally known as the "Salem Branch," extending from a point on the said Main Line of the Cape May Division, at or near Woodbury Station, to Salem, a distance of 28.35 miles;

(*i.*) The railroad generally known as the "Riddleton Branch," extending from a point on the said Salem Branch, at or near Riddleton, to a junction with the Bridgeton Branch (hereinafter mentioned), at or near Elmer Station, a distance of 10.38 miles;

(*j.*) The railroad generally known as the "Quinton Branch," extending from a point on the said Salem Branch, at Alloway Junction, to Quinton, a distance of 4.22 miles;

(*k.*) The railroad generally known as the "Glass Works Branch," extending from a point on the

said Salem Branch, in Salem, to its terminus, a distance of 1.25 miles;

(*l.*) The railroad generally known as the "Bridgeton Branch," extending from a point on the said Main Line of the Cape May Division, at or near Glassboro, to Bridgeton, a distance of 20.83 miles;

(*m.*) The railroad generally known as the "West Jersey Terminal Branch," extending from a point on the said Bridgeton Branch, in Bridgeton, to its terminus, a distance of 0.53 miles;

(*n.*) The railroad generally known as the "Newfield Branch," extending from a point on the said Main Line of the Cape May Division, at or near Newfield, to Altantic City, a distance of 34.55 miles;

(*o.*) The railroad generally known as the "Somer's Point Branch," extending from a point on the Said Newfield Branch, at or near Pleasantville, to Somer's Point, a distance of 7.20 miles;

(*p.*) The railroad generally known as the "Maurice River Branch," extending from a point on the said Main Line of the Cape May Division, at or near Manumuskin, to a point at or near Maurice River Station, a distance of 9.75 miles.

(*q.*) The railroad generally known as the "Ocean City Branch," extending from a point on the said Main Line of the Cape May Division, at or near Sea Isle Junction, to Ocean City, a distance of 16.23 miles;

(*r.*) The railroad generally known as the "Stone Harbor Branch," extending from a point on the said Ocean City Branch, at or near Prospect Street Station, Sea Isle City, to Stone Harbor, a distance of 10.05 miles; and

(*s.*) The railroad generally known as the "Wildwood Branch," extending from a point on the said Main Line of the Cape May Division, at or near Wildwood Junction, to Wildwood Crest, a distance of 8.36 miles.

Together with all sidings, extensions and branches thereof and therefrom now existing or that may hereafter at any time during the continuance of this lease be located and constructed or otherwise acquired as part of, or for use in connection with, the railroads hereinbefore mentioned; and all stations, depots, yards, buildings, wharves, structures, power houses, sub-stations, motive power, rolling and floating stock and equipment, appurtenances and property of whatsoever kind and wheresoever situate now owned by the said Lessor, or which may hereafter at any time during the continuance of this lease be constructed or acquired, and which may be appurtenant to, or for use in connection with, the said railroads; and also all corporate rights, franchises and privileges of the said Lessor necessary to be enjoyed and exercised by the said Lessee for the proper maintenance, use, operation and management of the said railroads and property hereby demised, including the right to fix and establish from time to time, and to collect, receive and appropriate to the Lessee's own use, all tolls, rates and charges for transportation of persons, property and mails, not inconsistent with the requirements of such existing, or hereafter enacted, legislation, Federal or State, as may be legally enforceable, also all revenues, rents and income from stocks, bonds or other investments, contracts, property, trackage rights or other grants, or from leases or privileges now made or existing, and

from any extensions or renewals thereof, and from any and all other sources; Provided always, however, that nothing herein contained shall operate to grant or demise, or be construed to include, the franchise to be a corporation possessed by the said Lessor, or any other right, privilege or franchise which is or may be necessary to fully preserve the corporate existence or organization of the said Lessor, and of the said franchise to be a corporation; and all the rights, privileges and franchises requisite for the preservation of the corporate existence or organization of the Lessor are hereby expressly reserved and excepted from these presents;

2. Also all the rights, privileges and interest of the said Lessor under all contracts or other arrangements to operate or avail of trackage rights over any other lines of railroad, or rights covering the use of ferries, subject to all the terms and conditions pertaining to and governing in each case.

TO HAVE AND TO HOLD the said railroads, property and premises as hereinbefore mentioned and hereby demised, or intended so to be, with all and every their appurtenances, unto the said Lessee, its successors and assigns, to and for the proper use and behoof of the said Lessee, its successors and assigns, for and during the full term of nine hundred and ninety-nine (999) years from, and including the first day of July, in the year of our Lord one thousand nine hundred and thirteen (1913); the said Lessee, its successors and assigns, yielding and paying therefor unto the said Lessor, its successors and assigns, in each and every year during the continuance of this lease, the yearly rent hereinafter specified, and keeping and per-

forming all and singular the covenants and agreements hereinafter set forth to be by the said Lessee kept and performed;

ARTICLE FIRST.

The annual rent hereby reserved shall be and consist of the sums in this Article specified, and the same shall be paid in lawful money of the United States of America at the times and in the manner following:

1. Five hundred eighty thousand, nine hundred forty-four Dollars ($580,944), being equivalent to (*a*) six per centum (6%) per annum on the sum of nine million, six hundred forty-one thousand, six hundred dollars ($9,641,600), the aggregate par value of the Lessor's issued and outstanding common capital stock, and (*b*) six per centum (6%) per annum on the sum of forty thousand eight hundred dollars ($40,800), the aggregate par value of the Lessor's issued and outstanding special guaranteed stock, shall be paid in each and every year during the continuance of this lease in half yearly installments; that is to say, Two hundred eighty-nine thousand, two hundred forty-eight Dollars ($289,248) on or before the fifteenth day of December for and in respect to the half year ending on the last day of said month, and Two hundred eighty-nine thousand, two hundred twenty-four Dollars ($1,224) on or before the fifteenth day of June for and in respect to the half year ending on the last day of the said month, and One thousand two hundred twenty-four Dollars ($1,224) on or before the fifteenth day of November for and in respect to the half year ending on the last day of said month, and One thousand two hundred twenty-four ($1,224) on or be-

fore the fifteenth day of May for and in respect to the half year ending on the last day of said month. Said annual sum of Five hundred eighty thousand, nine hundred forty-four Dollars ($580,944) shall be exclusive of, and shall be paid without any deduction for any tax or taxes which now are, or may at any time hereafter be lawfully imposed by the United States or by the State of New Jersey upon the stockholders of the Lessor, or any of them, in respect to any capital stock of, or any dividends upon, or any income derived from capital stock of the said Lessor or upon such capital stock or any income derivable therefrom, so far as such taxes shall be payable or collectible through the said Lessor or the said Lessee, or any officer or agent of either, or shall be in any lawful manner required to be collected or paid through either the Lessor or Lessee, or any officer or agent of either, before the actual receipt of such dividends by such stockholders; it being the true intent and meaning of these presents that the said sum of Five hundred eighty thousand, nine hundred forty-four Dollars ($580,944) shall at all times hereafter be paid to the Lessor as a dividend fund for its stockholders, and shall, when and as from time to time received by it as herein provided, be applied and distributed as dividends to and among its stockholders, without any deduction or abatement on account of any such taxes and that every such tax shall be paid by the Lessee in addition thereto.

2. In addition to the aforesaid sum of Five hundred eighty thousand nine hundred forty-four Dollars ($580,944) a further sum shall be paid by the Lessee to the Lessor in each and every year which shall be sufficient to enable the Lessor to

properly provide for and pay, when and as they respectively accrue:

FIRST, interest or dividends upon the following outstanding issues of the stock of Companies which, by and under the agreement of consolidation and merger, dated February 28, 1896, were merged into and became part of the Lessor, or upon any stock of the Lessor which may be issued in exchange for such outstanding issues of stock, viz:

	Conversion value.
West Jersey Railroad Company Special Guaranteed stock	$63,200
Camden and Atlantic Railroad Company Common stock	1,060
Camden and Atlantic Railroad Company, Preferred stock	540
Philadelphia, Marltan and Medford Railroad Company stock	105

SECOND, dividends upon such capital stock of the Lessor as shall be issued in accordance with Article Third and Sixth hereof;

THIRD, interest, when and as the same becomes due and payable during the continuance of this lease, on the following bonds or obligations of the Lessor or on such part thereof as shall be unpaid and outstanding, viz:

(*a*) First Consolidated Mortgage Coupon Bonds, dated July 1, 1896, and maturing July 1, 1936, as follows:

Series A., 4%, amounting to.....$1,599,000
Series B, 3½%, amounting to..... 1,320,000
Series C, 3½%, amounting to..... 860,000
Series D, 4%, amounting to..... 1,061,000
Series E, 4%, amounting to..... 685,000
Series F, 4%, amounting to..... 1,023,000

(*b.*) Certificate of Indebtedness, dated July 1, 1912, and maturing July 1, 1913, bearing interest at 4% per annum, for... 1,394,000

(*c.*) Equipment trust obligations and real estate mortgages payable;

(*d.*) Such bonds as shall be issued in accordance with said Articles Third and Sixth hereof;

FOURTH, All sums, when and as the same become due and payable, which, by the terms of any mortgage securing the same, the Lessor is required to pay as and for a sinking fund for the redemption and retirement of bonds issued thereunder;

FIFTH, Such taxes as the Lessor is by their terms required to pay on the bonds and obligations hereinbefore mentioned and described.

3. The further and additional sum of Five Thousand Dollars ($5,000) or such different sums in lieu thereof as shall from time to time be determined upon and prescribed by appropriate action of the Boards of Directors, respectively, of the Lessor and Lessee and evidenced by resolution—shall be paid by the Lessee to the Lessor in each and every year during the continuance of this lease, by equal semi-annual instalments on the last day of the months of December and June, the first semi-annual instalment to be paid on the last day of December, 1913, for the proper expense of main-

taining the corporate organization of the Lessor, including proper compensation to its officers.

ARTICLE SECOND.

The Lessee, for itself, its successors and assigns, hereby covenants, promises and agrees to and with the Lessor, its successors and assigns, in consideration of the execution and delivery of this lease and of the performance of the covenants and undertakings of the Lessor as herein contained, that it, the said Lessee, its successors and assigns, shall and will well and truly pay, or cause to be paid, unto the said Lessor, its successors or assigns, the yearly rent hereinbefore reserved, to wit: the several sums provided for and mentioned in Article First of these presents to be paid by the Lessee to the said Lessor, in the instalments, at the times, and in the manner, in the said Article mentioned.

ARTICLE THIRD.

The Lessor shall prepare and submit to the Lessee a duly certified complete general balance sheet statement as of June 30th, 1913, inclusive, showing, *inter alia,* its obligations to that date and is general and working liabilities, including a dividend of 1½% on the common capital stock, payable on July 1, 1913, to stockholders of record as of June 16th, 1913, and also its general and working assets. The Lessee shall and hereby agrees to promptly discharge and pay all obligations, exclusive of the capital stock, funded debt, equipment trust obligations and real estate mortgages, as shown by said general balance sheet statement, and hereby agrees to and shall pay to the Lessor the amount required to enable it to pay the said common stock dividend of 1½% on July 1st, 1913,

and, in consideration thereof, the Lessor agrees to assign, transfer and deliver to the Lessee all the cash and other assets, excluding real estate, road and equipment, and the securities owned by the Lessor, shown and embraced in said balance sheet statement, and in the event that there shall be a deficiency of cash and other assets which can be liquidated as compared with the amount of the liabilities and dividend thus assumed by the Lessee such deficiency, to the extent to which it represents construction, equipment or real estate expenditures, shall become and be treated as indebtedness of the Lessor to the Lessee and shall be paid and liquidated as provided in Article Sixth in respect to indebtedness of the character therein referred to and defined.

ARTICLE FOURTH.

The Lessee shall and will, at its own proper cost and expense, and without deduction therefor from the rent aforesaid, at all times during the continuance of this lease, manage and operate the said railroads and property hereby demised, in the same manner as the Lessor, as the owner thereof, is now, or shall or may at any time hereafter, be required by law to do; and the said Lessee shall and will, at its own proper cost and expense, and without deduction therefor from the rent aforesaid, at all times during the continuance of this lease, maintain, preserve and keep the railroads and premises, including motive power, rolling and floating stock and equipment hereby demised, and every part of the same, in thorough repair, working order and condition, and will, whenever necessary for the prompt and efficient transportation of traffic, both freight and passenger, use and employ thereon its

own motive power, rolling and floating stock, and equipment, in addition to the motive power, rolling and floating stock and equipment of the Lessor, in order that traffic of the said demised railroads shall be preserved, encouraged and developed; and that the transportation of the same shall be at all times conducted with safety and expedition, and the public be accommodated in respect thereto with reasonable convenience and facilities, and that all future growth of such business, as the same may occur or be reasonably anticipated, shall be duly provided for. And the Lessee hereby promises and agrees to and with the Lessor, that the Lessee shall and will, at its own proper cost and expense, except as is otherwise specified and provided in and by Article "Sixth" of these presents and without deduction from the rent aforesaid, from time to time, when and as it shall deem necessary during the continuance of this lease, make, or cause to be made, to and upon the said demised railroads and premises, any and all necessary repairs, replacements and renewals; and also, in the manner and upon the terms and conditions expressed in said Article "Sixth" of these presents, any and all additions, constructions and improvements which may be reasonably required for the purpose aforesaid.

ARTICLE FIFTH.

The Lessee shall and will, from time to time and as often as the same shall become due, also pay and discharge, without deduction from the rent aforesaid, any and all taxes, assessments, duties, imposts and charges whatsoever which shall or may be lawfully levied, assessed, or imposed, dur-

ing the continuance of this lease, by the Government of the United States or by or under any law of the State of New Jersey, upon the said demised railroads and premises, or upon any part thereof, or upon any dividends or earnings, or income of the same; or upon the Lessor with respect to the said demised railroads or premises, or any part thereof, or any dividends or earnings or income of the same; or upon the Lessor for or with respect to any money which shall be paid, or which shall become payable, to the Lessor as or on account of the rent herein and hereby reserved; or any money which shall be paid, or become payable, to the said Lessor in pursuance of these presents, or with respect to any interests or rights under these presents, or upon such money, interests or rights, or which shall or may be levied, assessed or imposed upon any stockholder or stockholders of the Lessor in respect to capital stock of the Lessor or in respect to any dividends upon, or any income from, such capital stock, or upon such dividends or capital stock, by the Government of the United States or by or under any law of the State of New Jersey, except such as shall be collectible by or under the laws of the United States or of said State of New Jersey from any such stockholder or stockholders personally, without any action upon or through, or any intervention or service of either the Lessor or Lessee, or any officer or agent of either.

ARTICLE SIXTH.

It is further expressly covenanted and agreed by and between the parties hereto, that for the purpose of enabling the Lessor to properly meet and discharge its obligations to the public, the Lessee shall, from time to time during the continuance of

this lease, make all such improvements, betterments and additions upon and to the railroads and property of the Lessor hereby demised as shall be approved and authorized by resolution of the Directors of the Lessee and Lessor, respectively, by the construction or acquisition of extensions or branches of and from said railroads, of additional tracks and sidings; of new stations and depots, or by the reconstruction or substantial improvement of existing stations and depots; of necessary shops or engine houses or turn-tables and their appurtenances respectively; of additional yards for the classification of traffic or classification or storage of cars or by additions to or improvements in the facilities of existing yards; by the substition of stone, iron or steel bridges for existing wooden bridges, or by the construction of new bridges in place of the latter, by the acquisition of additional rights of way or other real estate; or by any improvements of or additions to the railroads, equipment, property and facilities hereby demised. The Lessee shall, in the first instance, provide and furnish all moneys, material and labor required for such improvements, betterments and additions, and conduct and prosecute all work connected therewith, and shall from time to time render to the Lessor full and detailed statements of the cost thereof, and such cost shall constitute and become an indebtedness of the Lessor to the Lessee, which shall, when and as such statements are rendered, be promptly paid by the Lessor to the Lessee, in money, if and to such extent as, either in its treasury or otherwise, the Lessor shall then have moneys available therefor which it can properly appropriate and apply thereto; or in case at any such times the Lessor shall not have moneys available

therefor, such indebtedness, or any portion thereof, not then paid in money, shall be paid and discharged by the delivery to the Lessee of either bonds or capital stock, or both, of the Lessor, as the Lessee shall at the time elect and designate in writing, which shall be equal, at the par value thereof, to the indebtedness liquidated and discharged by the issuance and delivery thereof, and the Lessor agrees that it will, when and as often as required by the terms hereof so to do, issue and deliver to the Lessee all bonds and stocks properly demanded by it hereunder which it can lawfully execute and issue. Or, by agreement between Lessor and Lessee, such bonds or stocks or both may be executed, issued and sold by the Lessor and the proceeds of such sales shall be paid by the Lessor to the Lessee for the purpose of discharging such indebtedness theretofore, or to be thereafter, incurred.

All bonds authorized to be issued under this Article shall be of the denominations of either five hundred (500) dollars, one thousand (1000) dollars each, or such multiples of one thousand dollars, as the Directors of the Lessor shall fix; shall bear interest at such rate or rates, and shall be payable at such times as the Directors of the Lessor shall by resolution authorize and prescribe, and as the Directors of the Lessee shall by resolution approve, and shall be secured by mortgage upon the railroads, property and franchises of the Lessor when required by the Lessee.

All capital stock of the Lessor authorized and issued under this Article shall be entitled to such dividend only as shall be prescribed and defined by resolutions of the Lessor's Directors authorizing its issue, and as shall be approved by concurrent

resolution of the Directors of the Lessee, which shall also distinctly declare and evidence the acceptance of the said stock by the Lessee, expressly subject to the dividend limitation so prescribed. The rates of interest on said bonds and of dividends on said capital stock shall respectively not exceed those which shall from time to time be necessary in order to make the said bonds and stocks marketable and negotiable.

It is further expressly covenanted and agreed by and between the parties hereto that the Lessor shall not and will not, at any time during the continuance of this lease, increase its capital stock, or make or issue any bond or obligation other than as contemplated and specified by this Article and Article Third hereof without the consent in writing of the said Lessee first had and obtained, and also without the consent and approval thereof by stockholders of the Lessor, as may be legally required, given and ascertained by vote at any annual or special meeting; but nothing herein contained shall in any wise affect, impair or restrict the right and power of the Lessor to make and issue such bonds or obligations as it shall be necessary to provide for payment at their dates of maturity, or extension, of its outstanding consolidated mortgage bonds, its Certificate of Indebtedness and other obligations, specified in Section 2 of Article First of these presents, or of any bonds, debentures or obligations that may be issued by the Lessor under and pursuant to this and Article Third hereof; nor shall anything herein contained be construed to prevent the Lessor from extending or renewing bonds, debentures or obligations that may be from time to time hereafter issued in accordance with the provisions and restrictions of this Article; nor

prevent the issue of bonds, debentures or obligations for the payment of any such bonds, debentures or obligations which may be so issued under and in accordance with this Article, and if at any time during the continuance of this lease and at or immediately prior to the maturity of the principal of any such bonds, debentures or obligations the Lessor shall be without moneys in its Treasury or otherwise for full payment of the principal thereof when and as the same may become payable, the Lessor shall thereupon, on the written request of the Lessee either adequately provide for extending the time for payment of the principal thereof, or issue other bonds, debentures or obligations to provide for such payment.

ARTICLE SEVENTH.

The Lessee shall and will, at all times during the continuance of this lease, assume, pay and discharge, without any deduction or abatement therefor from the rent hereinbefore reserved, any and all expenses, costs, damages, liabilities, claims and demands whatsoever which shall or may arise out of or result from the possession, management or operation by said Lessee of the said demised railroads and property, or any part thereof, or out of the business of the same, under this lease; and shall and will, at all times during the continuance of this lease hold harmless and fully indemnify the said Lessor from and against any and all such expenses, costs, damages, liabilities, claims and demands, including all damages, liabilities, actions and causes of action, suits, claims and demands for, or growing out of, injuries to persons or property; the death of any person or thing through accident, neglect or default, during the said term;

breach of contract or wrong done in the refusal to transport, or negligence in transporting, any person, property or thing; loss through conversion or non-delivery of any property which the said Lessee shall have agreed or undertaken or be bound to transport over the said railroads, or any part thereof, or which the said Lessor, as the owner of said railroads hereby demised, is or shall be under any legal obligation by contract, public duty or otherwise to transport thereon; and the said Lessee shall and will defend all suits and claims which shall or may be brought against the Lessor during the said continuance in respect to any matter or thing arising out of the management or operation of the said demised railroads, or any part thereof, and indemnify and save harmless the Lessor of, from and against any and all matters and things whatsoever existing or to arise, which might or could be a charge upon, or operate to reduce, the rent hereinbefore reserved to be applicable as aforesaid to the payment of dividends on the capital stock of the Lessor.

ARTICLE EIGHTH.

Such real and personal property of the Lessor as shall not, in the opinion of the Lessee, be necessary for the then present or prospective use of the Lessor's railroads, or for the protection of the interests of the said Lessor therein, may with the consent of the Lessor and in accordance with the provisions of any mortgage or mortgages covering same, be sold from time to time by the Lessee, and the Lessor shall, upon the request of the Lessee, execute and deliver proper conveyances and assurances of such property so sold as may be necessary to

effectuate such sales. The proceeds of all such sales shall enure and be paid to the Lessee and shall be applied at the option of the Lessee either to the reduction of the funded debt of the said Lessor, or to betterments and improvements upon or additions to the railroads and property hereby demised.

The Lessor shall prepare and submit to the Lessee a duly certified schedule, as of June 30, 1913, of its motive power, rolling and floating stock, shop tools and machinery, and at that time and thereafter on any 30th day of June the Lessee shall have the right to purchase any of such motive power, rolling and floating stock, shop tools and machinery at its then value (but not less, however, than the then book value thereof), to be agreed upon by a representative appointed by the Board of Directors of the Lessor and a representative appointed by the Board of Directors of the Lessee, and reported to such Boards. Upon the payment of the price so agreed upon the Lessee shall become the owner of such motive power, rolling and floating stock, shop tools or machinery of the Lessor, and the proceeds of said sale shall be applied either to the reduction of the funded debt of the said Lessor or to betterments and improvements upon or additions to the railroads and property of the said Lessor hereby demised, as the Directors of the Lessor may elect, and the provisions of any mortgage or mortgages covering such motive power, rolling and floating stock, shop tools and machinery, may require.

ARTICLE NINTH.

The Lessee shall and will, at all times during the continuance of this Lease, keep the buildings upon the railroads and premises of the Lessor hereby

demised properly insured against loss by fire, and the Lessee shall, at its own proper cost and expense, and without any deduction or abatement from the rent hereinbefore reserved, pay the premium on such insurance and bear and defray any and all cost and expense connected therewith; and in case of damages to, or destruction of, any building on the demised premises, resulting from, or occasioned by, fire, the Lessee shall be entitled to receive the insurance moneys, and when so received, shall appropriate and apply the same to the necessary repairs or reconstruction of any building so damaged or destroyed, or the construction of other buildings or improvements of or additions to the demised railroads and property, including motive power, rolling and floating stock or other equipment.

ARTICLE TENTH.

In case the said Lessee, its successors or assigns shall at any time or times hereafter during the continuance of this Lease, fail or omit to pay the rent as specified and provided in Article First of these presents to be paid by the said Lessee to the said Lessor, or any part of such rent, when and as the same shall become payable as in said Article stipulated, or in case the said Lessee, its successors or assigns, shall fail or omit to keep and perform the covenants and agreements herein contained, or any of them, and shall continue in default in respect to the performance of any such covenant or agreement for the period of ninety (90) days after notice thereof given in writing by said Lessor, then, and in either and every such case, it shall be lawful for the said Lessor, its successor or assigns, at its or their own option, to declare this lease

forfeited and ended, and thereupon to enter into and upon the railroads and premises hereby demised, and any and every part thereof, and remove all persons therefrom; and thereupon, and from thenceforth, the said railroads and property hereby demised, with all appurtenances thereof, and all additions and improvements which shall have been made to the same, shall revert to the said Lessor, to have, hold, possess and enjoy as of the first or former estate of the said Lessor in the said demised premises, as fully and completely, in all respects, as if this lease had not been made; and upon such entry for non-payment of rent or breach or non-performance of any covenant or agreement herein contained to be by the said Lessee observed or performed, all the estate, right, title, interest, property, possession, claim and demand whatsoever of the said Lessee, its successors or assigns, in or to the said demised railroads and property, or any part thereof, shall absolutely cease, terminate and become and be void and wholly extinguished, anything hereinbefore contained to the contrary in anywise notwithstanding; and in case of re-entry as aforesaid, the rent provided in Article First of these presents, and the several instalments thereof, shall be apportioned from the time of the last preceding payments of such instalments up to the time of such re-entry, and such portion thereof as shall have been payable in respect to the intervening time, if the whole period in respect to which such instalments were payable had elapsed, shall be deemed and be taken to be due and payable, and the same shall be paid by, and enforceable against, the Lessee accordingly; and it is further declared and agreed that such re-entry shall not waive nor prejudice any claim or right

of the Lessor to or for damages against the Lessee on account of such non-payment of rent or non-performance or breach of the term of this lease, and all such claims and rights are hereby expressly preserved to the said Lessor.

ARTICLE ELEVENTH.

And the said Lessor hereby covenants, promises and agrees to and with the said Lessee, its successors and assigns, that the said Lessor, its successors and assigns, shall and will at any time or times hereafter, and whenever thereunto requested by the Lessee, its successors and assigns, execute, acknowledge and deliver to the said Lessee, its successors and assigns, at the proper cost and expense of said Lessee, its successors and assigns, any and all such further instruments and assurances in the law for the better demising and leasing of the said railroads, property and franchises to the said Lessee, its successors and assigns, upon and subject to all and singular the rents, covenants and agreements hereinbefore reserved, mentioned and prescribed, as by the Lessee, its successors and assigns, or by its or by their counsel learned in the law, shall be reasonably advised, devised or required; and the said Lessee covenants, promises and agrees to and with the said Lessor, its successors and assigns, that the said Lessee, its successors and assigns, shall and will at any time or times hereafter, and whenever thereunto requested by said Lessor, its successors and assigns, execute, acknowledge and deliver to the said Lessor, its successors and assigns, any and all instruments for the more effectually assuring unto the said Lessor, its successors and assigns, the payment of the rent hereinbefore reserved and agreed to be paid, and

the performance of the covenants, promises and agreements hereinbefore set forth on the part and behalf of the said Lessee to be kept and performed, as by the said Lessor, its successors and assigns, or by its or their counsel learned in the law, shall be reasonably advised, devised or required.

ARTICLE TWELFTH.

At the end of the said term of this lease, or at the sooner termination thereof, the said Lessee, its successors and assigns, shall re-deliver and surrender to the said Lessor, is successors and assigns, the said several subjects of this lease, or such of them as shall then be subsistent in their place, in as good order and condition as the same are at the commencement of said term, and with such additions, alterations and improvements as shall have been made thereto.

ARTICLE THIRTEENTH.

It is hereby expressly declared and agreed by and between the parties hereto that these presents and all the articles, covenants, agreements, terms and conditions thereof shall be binding upon, and enure to the benefit of, the parties hereto, respectively, and their respective successors and assigns.

In Witness Whereof, the said parties to these presents have caused their respective corporate seals to be hereunto affixed, and these presents to be signed on behalf of the West Jersey and Seashore Railroad Company by its President and Secretary, and on behalf of The Pennsylvania Railroad Company by its Vice-President and Assistant Secretary, the day and year first herein written.

And the said West Jersey & Seashore Railroad Company and The Pennsylvania Railroad Company, respectively, tendered themselves ready to execute, deliver and file in the office of the Secretary of State and agreement surrendering to the State all rights of exemption and contract privileges with respect to taxation and reserving to the State of New Jersey and existing right to take the property of any of the parties pursuant to the statute in such case made and provided:

And Whereas, you, the said Board of Public Utility Commissioners, having received the said petition, caused an investigation to be made of the matters therein stated and of such other matters as seemed to you to be pertinent to the said application (the said Petitioner furnishing to said Board all the information in its control requested by said Board) and said Board having held one or more public hearings with respect to the granting or refusal of the approval of said proposed lease, did thereafter on or about the Nineteenth day of July, Nineteen hundred and thirteen, by its Order refuse to approve the said proposed lease and did dismiss the said petition and application of the said West Jersey & Seashore Railroad Company accordingly, and concurrently with said Order, did file and make public a report or statement of the reasons for such refusal as follows, that is to say:

Report.

By petition filed with this Board May 3d, 1913, the West Jersey and Seashore Railroad Company, a corporation of this State, asked approval of a lease of its railroad, property and secondary franchises for a period of nine hundred and ninety-

nine years to the Pennsylvania Railroad Company, a corporation of the State of Pennsylvania. Said lease is intended to become operative July 1st, 1913.

The West Jersey and Seashore was formed by an agreement of consolidation and merger made February 28th, 1896. The companies merged and consolidated comprise (1) the West Jersey Railroad Company, (2) the Alloway and Quinton Railroad Company, (3) the West Jersey and Atlantic Railroad Company, (4) the Camden and Atlantic Railroad Company, (5) the Chelsea Branch Railroad Company, and (6) the Philadelphia, Marlton and Medford Railroad Company.

The consolidated company owns and operates over three hundred and fifty-five (355) miles of railroad, all in this State, the two longest branches being from Camden to Atlantic City (58.78 miles) and from Camden to Cape May (81.62 miles). It operates its road under its corporate organization "in harmony and in connection with the railroad system" of the Pennsylvania. It connects with the latter by means of roads leased to the Pennsylvania and uses the latter's terminal at Camden. It also has a joint train service with the latter, using the Pennsylvania's terminal facilities in Philadelphia.

Fifty-one and one-half per cent. of the stock of the West Jersey and Seashore Railroad Company is owned by the Pennsylvania Railroad Company.

In support of its petition the West Jersey and Seashore avers that such a lease would tend to insure the maintenance of the petitioner's facilities at its present high standard of efficiency and also to promote the enlargement, improvement and development of the same when and as necessary to accommodate the public needs.

The proposed lease was approved by more than two-thirds of the holders of the applicant's capital stock.

The lease demises all and singular the railroads and property of the lessor, situate in the State of New Jersey,

> "together with all sidings, extensions and branches thereof and therefrom now existing or that may hereafter at any time during the continuance of this lease be constructed or otherwise acquired as part of, or for use in connection with, the railroads hereinbefore mentioned, and all stations, depots, yards, buildings, wharves, structures, power houses, sub-stations, motive power, rolling and floating stock and equipment, appurtenances and property of whatsoever kind and wheresoever situate now owned by the said lessor, or which may hereafter at any time during the continuance of this lease be constructed or acquired, and which may be appurtenant to or for use in connection with the said railroads, and also all corporate rights, franchises and privileges of the said lessor necessary to be enjoyed and exercised by the said lessee for the proper maintenance, use, operation and management of the said railroads and property hereby demised, including the right to fix and establish from time to time, and to collect, receive and appropriate to the lessee's own use, all tolls, rates and charges for the transportation of persons, property and mails not inconsistent with the requirements of such existing or hereafter enacted legisla-

tion, Federal or State, as may be legally enforceable; also all revenues, rents and income from stocks, bonds or other investments, contracts, property, trackage rights or other grants, or from leases or privileges now made or existing, and from any extensions or renewals thereof, and from any and all other sources; provided always, however, that nothing herein contained shall operate as a grant or demise, or be construed to include the franchise to be a corporation possessed by the said lessor, or any other right, privilege or franchise, which is or may be necessary to fully preserve the corporate existence or organization of the said lessor, and of the said franchise to be a corporation; and all the rights, privileges and franchises requisite for the preservation of the corporate existence or organization of the lessor are hereby expressly reserved and excepted from these presents.

"Also all the rights, privileges and interest by the said lessor under all contracts or other arrangements to operate or avail of trackage rights over any other lines of railroad, or rights covering the use of ferries, subject to all the terms and conditions pertaining to and governing in each case."

The capitalization of West Jersey and Seashore Railroad Company appears to be conservative. The valuation made by the State Board of Assessors of road and equipment amounted to $19,959,865. The book value, taken from the company's annual report for the year ending June 30, 1912, for road and equipment, is $19,776,416.88, when the depreciation reserve of $284,734.81 is deducted. The

face value of outstanding securities taken from the same report is $17,830,000, of which $9,745,600 represent stock and $8,084,000 represent bonds. The operating income for the same year was $6,351,118.15, and the operating expenses $5,016,043.45, making the net operating revenue $1,355,074.73. Two semi-annual dividends of 2½ per cent. each were paid for the year in question, as well as interest on the company's funded debt.

The guaranteed rental of 6 per cent. upon the stock of the West Jersey and Seashore Railroad Company is in excess of the dividend which that road is now paying. From October 5th, 1896, to March 15th, 1905, the company declared and paid dividends at the annual rate of 5 per cent. From the last mentioned date until March 16th, 1908, it paid dividends at the annual rate of 6 per cent. For a year and a half thereafter it paid dividends at the annual rate of 4 per cent. Since October 1st, 1909, up to the present, it has paid dividends at the annual rate of 5 per cent. At the hearing on July 16th, 1913, however, the president of the company asserted that it was now earning over 9 per cent.

A public hearing on the application was held at the State House in Trenton on May 20th, 1913, and again at the Court House in the City of Camden, July 16th, 1913.

A lease for a term of years so extended as nine hundred and ninety-nine years requires the most careful scrutiny. Such a lease is tantamount to a conveyance of the fee. As the Court of Errors of this State has said in Black *vs.* Delaware and Raritan Canal Co., 24 N. J. Eq., 456:—

"Equity looks at the substance of things

and not mere names. For all substantial practical purposes a lease for 999 years is a conveyance in fee."

The public interest, therefore, in such a conveyance, which is made for practically all time, ought in every way to be explicitly safeguarded; and this Board, being trustee for the public of this State in so far as the statute casts upon the Board the duty of scrutinizing and approving such leases, is under obligation to make certain that the public interest shall not be jeopardized, even by serious uncertainty as to the operation of such an arrangement.

In at least one important rate case decided by this Board, the Paterson-Passaic gas case, it was strenuously urged by the respondent that a lease lawfully consummated is conclusive in determining a part of the base upon which just and reasonable rates could be fixed by this Board's order. We cannot be certain that a similar plea might not be set up in future rate cases. Nor is it a conclusive rejoinder to say that the rates of the lessor company in the pending proceedings are not at present subject to attack. The very terms of the lease require us to take a long look ahead. We cannot predict that at no time in future will the rates upon the West Jersey and Seashore be unassailed. In such a contingency we must make as certain as we can that an attempt to fix and determine reasonable rates shall not be obstructed by the plea that a rental guaranteed in a lease formally approved by this Board is not open to question.

A lessee commonly expects and is ordinarily entitled to expect that earnings in excess of a guar-

New Jersey State Library

anteed rental shall be forthcoming from the proper management of a leased property. If a guaranteed rental over and above all present or future taxes is to be paid in perpetuity, the return from the leased property due to management would have to be superadded to the rental aforesaid. Thus a claim for a return could be made to cover rental and management.

On June 30th, 1913, the Board invited the prospective lessee to give some written assurance that the plea of the guaranteed rental would not be urged in bar of a determination of just and reasonable rates should such a question arise for adjudication. The prospective lessee did not find such an assurance compatible with its interests and declined and still declines, to make such assurance.

At the hearing on July 16th, 1913, it was suggested that the Board, coincidentally with its issuance of its certificate of approval, might issue a memorandum applicable to all similar cases. Such a memorandum, it was suggested, might recite that in approving of leases the Board would have it understood that such approval did not carry with it any implication that rates necessary to afford the guaranteed rental are unassailable in rate cases. The action of the Maryland Commission to this effect was cited as a precedent.

A declaration of the Commission's understanding, however, in approving a lease might prove wholly ineffectual, whereas a written stipulation to the effect indicated above would be a sort of contractual obligation between the lessee and the State.

It was urged upon this Board that the proposed lease being legal in form and substance required

in common fairness that the Board should approve it.

We do not so interpret our obligation in the premises. Chapter 195 of the Laws of 1911, III, 18 h., provides that no public utility shall

> "Without the approval of the Board, sell, lease, mortgage or otherwise dispose of or encumber its property, franchises, privileges or rights, or any part thereof," etc.

Under this section we understand that approval is discretionary upon our part, and we hold that where the maximum safeguards can not be thrown around the public interests it is both our right and our duty to withhold approval.

The same section of the act (III, 18 e.) provides that no public utility shall

> "Hereafter issue any stock, stock certificates, bonds or other evidences of indebtedness payable in more than one year from the date thereof until it shall have first obtained authority from the Board for such proposed issue. It shall be the duty of the Board, after hearing, to approve of any such proposed issue, maturing in more than one year from the date thereof, when satisfied that the same is to be made in accordance with the law and the purpose of such issue be approved by said board."

The final clause—"and the purpose of such issue be approved by the Board"—has already received judicial construction in Interstate Telegraph and Telephone Co. *vs.* Board of Public Utility Commissioners, 86 Atlantic Reporter, 363.

The citation of the Board's discretionary power over security issues is particularly pertinent to the pending case, inasmuch as the proposed lease in Articles Third and Sixth contemplates and provides for future security issues to be made in conformity with the terms of the lease.

It follows incontestably in our judgment that the approval of such leases as the pending one is discretionary with the Board, and we are equally satisfied that our duty requires of us nothing less than obtaining the maximum of certainty as to its operation as well as the maximum of legitimate advantage to the public.

Even if there could be any serious doubt of the Board's power in the premises it lies open to the petitioner by mandamus or otherwise to bring the matter to legal test, and to have settled, by judicial interpretation, the respective rights of the companies and this Board in this matter.

There are additional reasons which warrant the Board in declining prematurely to ratify this lease. The terms of the lease make doubtful whether certain powers now entrusted to this Board in the public interest, would not be impaired or lessened or made impossible of administration.

By the terms of the Public Utility Act recited above proposed issues of securities by public utilities of this State must first be accorded the approval of the Board. Articles Third and Sixth of the lease under consideration provide that under certain conditions, the indebtedness of the lessor to the lessee, in case there is not available cash for the discharge of such indebtedness,

> "shall be paid and discharged by the delivery to the lessee of either bonds or capital

stock, or both, of the lessor, as the lessee shall at the time elect and designate in writing * * * and the lessor agrees that it will, when and as often as required by the terms hereof so to do, issue and deliver to the lessee all bonds and stocks properly demanded by it hereunder which it can lawfully execute and issue. Or, by agreement between lessor and lessee, such bonds or stocks, or both, may be executed, issued and sold by the lessor, and the proceeds of such sale shall be paid by the lessor to the lessee for the purpose of discharging such indebtedness, theretofore, or to be thereafter incurred."

The second alternative is clearly at the option of the lessee.

Under the first, the lessee is entitled by the lease to demand the issuance and the delivery to the lessee of all such additional securities. This clearly contravenes the well-established rule of law that in case of additional issues of stock, the shareholders of record are entitled to participate *pro rata.* Way *et al. vs.* the American Grease Co. *et al.,* 70 N. J. Eq., 263; Wall *vs.* Utah Copper Co. *et al.,* 70 N. J. Eq., 17.

The requirement that the lessor must deliver to the lessee all bonds and stocks, is a clear invasion of the rights of the minority stockholders.

In another respect the terms of the proposed lease would possibly impair the control now vested by law in this Board over the incumbrancing of the property of a public utility such as the West Jersey and Seashore road. No incumbrance may at present be placed on the property of a public

utility of this State without the Board's prior knowledge and consent. The attempt, however, by the Pennsylvania Railroad Company to subject to mortgage incumbrance its leasehold estate in the road proposed to be leased might raise serious question as to the necessity of obtaining the prior approval of this Board. It would nevertheless be virtually tantamount to subjecting the property of the West Jersey and Seashore to an incumbrance.

Moreover, the General Railroad Act (Compiled Statutes, 4221, Section 6) limits the power of a railroad company to issue its bonds secured by mortgage of its road and franchises to an amount "not to exceed in the whole its paid-up capital stock," and makes departure from the rule laid down a misdemeanor. This provision applies to the West Jersey and Seashore, but there may be reason to doubt whether it is applicable to the Pennsylvania, a Pennsylvania corporation, in an issue of bonds secured by a mortgage including the leasehold rights to be acquired under the proposed lease. Thus there is a possibility that through this lease the Pennsylvania's leasehold estate in the West Jersey and Seashore might be subjected to bonded indebtedness secured by mortgage where the amount of the indebtedness shall not bear the prescribed statutory relation to the paid-up capital stock of the leased company. If it should happen that the lessee subjected to the lien of a mortgage not only its leasehold estate in the West Jersey and Seashore, but in miscellaneous other property as well, it might well become impossible for the Board to administer that part of the statute which makes the Board's approval of proposed security issues necessary.

When the Board's approval is asked for a proposed bond issue secured by mortgage, the Board attempts *inter alia,* to ascertain the prospective ability of the petitioning company to pay the stipulated interest and the principal sum at maturity. If the prospective lessee in the present case should in future ask approval of a mortgage secured in part upon the property and franchises of the West Jersey and Seashore, and in part upon the property and franchises of other properties, perhaps in other and distant jurisdictions, equally subject to the same mortgage, the Board would be confronted with the necessity of ascertaining the prospective ability of such other properties to meet the terms of the bond issue proposed. This might well prove an impossible task; yet unless it were performed, the West Jersey and Seashore property would be subjected to the hazard of inadequate earnings on the properties jointly responsible to pay the fixed charges on the bond issue whose approval is asked.

Still another doubt is raised by the proposed lease as to whether, by the terms thereof, the Board's jurisdiction over the sales of the property of a public utility "not in the ordinary course of business" may not be impaired. Article Eighth of the lease provides:—

> "Such real and personal property of the lessor as shall not, in the opinion of the lessee, be necessary for the then present or prospective use of the lessor's railroads, or for the protection of the interests of the said lessor therein, may, with the consent of the lessor and in accordance with the provisions of any mortgage or mortgages covering same, be sold from time to time by the

lessee, and the lessor shall, upon the request of the lessee, execute and deliver proper conveyances and assurances of such property so sold as may be necessary to effectuate such sales. The proceeds of all such sales shall enure and be paid to the lessee, and shall be applied at the option of the lessee, either to the reduction of the funded debt of the said lessor, or to betterments and improvements upon or additions to the railroads and property hereby demised."

The terms of the lease quoted above might be construed as an approval by this Board in advance of such sales and so seem to make the lessee sole arbiter of such sales, and thus divest the Board of the authority thereover which the law casts upon the Board under Chapter 195, III, 18 (h) Laws of 1911.

All of these uncertainties might be resolved by an explicit written assurance, stipulating that the rights and interests of the public as indicated herein shall not be challenged or infringed by any future action of the companies concerned. But such explicit assurance the directorates are unwilling to give, on the ground that such assurance might blind their successors in the directorates. In other words, they expressly reserve their liberty of future action in the premises.

In view of this situation, it will not do to say that these objections, or some of them, are farfetched and violently improbable contingencies. An arrangement to subsist for a thousand years challenges the production of just such contingencies, and there doubtless are others which time will disclose. An arrangement which will subsist

by its terms for nine hundred and ninety-nine years, and which during that term may affect both the public interests as well as the relations of lessor and lessee may well be analyzed with circumspection and care. Any evidence bearing thereon ought to be carefully analyzed and sifted. If there are doubts as to its wholly beneficial effect upon the public, these doubts must all be resolved. If there is question of its exact legal purport, intent and operation, such question ought to be answered before affirmative action is taken by an administrative body of the State.

For these reasons, above recited, the Board of Public Utility Commissioners finds and determines that the approval of the pending lease is not necessary and proper, withholds its assent therefrom, and will DISMISS the petition therefor.

An Order will be so entered.

Entered July 19th, 1913.

AND WHEREAS, you, the said Board of Public Utility Commissioners, notwithstanding the premises, then and there refused and hitherto wholly refused and still do refuse to approve the said proposed lease by the said West Jersey & Seashore Railroad Company to the said The Pennsylvania Railroad Company in manner and form as the same is hereinabove set forth, contrary to your duty as such Board of Public Utility Commissioners, as aforesaid, and to the manifest injury of the said West Jersey & Seashore Railroad Company, as by its complaint we are informed.

Now, Therefore, We being willing that full and speedy justice be done in this behalf to the said West Jersey & Seashore Railroad Company, do hereby command you strictly enjoining that upon

receiving this our Writ, you do approve the said lease pursuant to the statute in said case made and provided, or that you show cause to the contrary thereof, lest that Complaint again come to us by reason of your default and in what manner you shall have executed this our Writ make appear before our Justices of our Supreme Court of Judicature at Trenton, on twenty-eighth day of October next, and have you then and there this Writ; and this you are in no wise to omit under the penalty that may fall thereon.

Witness: William S. Gummere, Esq., Chief Justice of our said Supreme Court at Trenton, the day of October, in the year Nineteen hundred and fourteen.

WM. C. GEBHARDT,
Clerk.

GASKILL & GASKILL,
Attorneys for Relator.

Board of Public Utility Commissioners of New Jersey, the said respondent, by Frank H. Sommer, its attorney, in accordance with the direction contained in an order of the Court made and entered on the twenty-sixth day of October, 1914, comes and says that it should not be compelled to approve the lease proposed to be made by the West Jersey and Seashore Railroad Company, a corporation of this State, to the Pennsylvania Railroad Company, a corporation of the State of Pennsylvania, as by the annexed writ it the said Board of Public Utility Commissioners of New Jersey is commanded to do, because it says, that the matters contained in the said writ, in manner and form as the same are set forth, are not sufficient in law for the said West Jersey and Seashore

Railroad Company, the above named Relator, to have or maintain its aforesaid writ of mandamus against it, the said respondent, Board of Public Utility Commissioners of New Jersey, and that it, the said Board of Public Utility Commissioners of New Jersey, is not bound by the law of the land to obey the command of the said writ of mandamus and to approve the lease proposed to be made by the said West Jersey and Seashore Railroad Company to the said Pennsylvania Railroad Company as by the said writ of mandamus it is commanded to do, and that the allegation and statements set forth in the said writ do not authorize the command; and the said Respondent, Board of Public Utility Commissioners of New Jersey, prays judgment that the said writ be set aside, and it, the said Board of Public Utility Commissioners of New Jersey, be relieved from obeying the said command.

FRANK H. SOMMER,
Attorney of Board of Public Utility,
Commissioners of New Jersey.

And the said relator saith that the matters contained in the said writ in manner and form as the same are therein set forth, are sufficient in law for the said relator to have and maintain its aforesaid writ of mandamus against the said respondent. Wherefore, for as much as the said respondent has not denied the same or in any manner made answer thereunto, the said relator prays judgment and that a peremptory writ may be awarded to it with its costs in that behalf.

GASKILL & GASKILL,
Attorneys for Relator.

ALAN H. STRONG,
Of Counsel.

This cause was heard before our Supreme Court at the June Term, 1914, and judgment was rendered for the respondent on the demurrer to the alternative writ.

Whereupon it is adjudged that the said writ of alternative mandamus be dismissed and that the said respondent, Board of Public Utility Commissioners, do recover against the said relator, West Jersey & Seashore Railroad Company, its costs which are taxed at the sum of.....

Judgment entered October 27, 1914.

WM. S. GUMMERE, *C. J.*

I, WILLIAM C. GEBHARDT, Clerk of the Supreme Court of the State of New Jersey, do certify that the foregoing is a true copy of the notice of appeal and also a copy of the judgment entered in the above stated cause as the same remains on file and of record in my office.

(SEAL) In testimony whereof I have set my hand and the seal of said Court at Trenton, this tenth day of November, A. D. nineteen hundred and fourteen.

WM. C. GEBHARDT, *Clerk.*

NEW JERSEY SUPREME COURT.

November Term, 1913.

Exhibits.

OPINION.

(56 *Vroom* 468; 89 *Atlantic* 1017.)

Submitted Dec. 4, 1913; Decided Feb. 21, 1914.

SYLLABUS.

1. The writ of mandamus will not issue except where the act to be done is purely ministerial, and the legal obligation to perform it is clear.

2. The writ of mandamus will not issue to compel the Board of Public Utility Commissioners to approve a lease made by one railroad company to another, which, while adhering to the form of a lease, involves the powers to sell and mortgage the property of the lessor and to issue its capital stock and bonds from time to time in the future, but in no wise recognizes the necessity of obtaining the approval of the Board with respect to the exercise of such powers.

3. It is within the power of the Legislature by the Public Utility Act (P. L. 1911, p. 374) to attach to the exercise of privileges and powers granted by the Legislature the condition that, in the exercise of such powers and privileges, the determination of the Board of Public Utility Commissioners that the limitations and restrictions to which such privileges and powers are subject have not been exceeded, shall first be had; and it is within the power, and it is also the duty of such Board to require that the instrument by which such privileges and powers are proposed to be exercised shall be so framed as to put it beyond reasonable doubt that such limitations and restrictions have not been exceeded.

On Application for mandamus.

Before Justices Garrison, Trenchard and Minturn.

For the relator, Alan H. Strong.

For the respondent, Frank H. Sommer.

The opinion of the court was delivered by TRENCHARD, J.

This is an application for a writ of mandamus to be directed to the Board of Public Utility Commissioners requiring them to approve a lease proposed to be made by the West Jersey and Seashore Railroad Company, a Corporation of this State, to the Pennsylvania Railroad Company, a Corporation of the State of Pennsylvania.

The proposed lease is dated March 18, 1913, and demises all and singular the railroads and property of the lessor, situate in the State of New Jersey, "together with all sidings, extensions and branches thereof and therefrom now existing or that may hereafter at any time during the continuance of this lease be constructed or otherwise acquired as part of, or for use in connection with, the railroads hereinbefore mentioned, and all stations, depots, yards, buildings, wharves, structures, power houses, substations, motive power, rolling and floating stock and equipment, appurtenances and property of whatsoever kind, and wheresoever situate now owned by the said lessor, or which may hereafter at any time during the continuance of this lease be constructed or acquired, and which may be appurtenant to or for use in connection with the said railroads, and also all corporate rights, franchises and privileges of the said lessor necessary to be enjoyed and exercised by the said lessee for the proper maintenance, use, operation

and management of said railroads and property hereby demised, including the right to fix and establish from time to time, and to collect, receive and appropriate to the lessee's own use, all tolls, rates and charges for the transportation of persons, property and mails not inconsistent with the requirement of such existing or hereafter enacted legislation, Federal or State, as may be legally enforceable; also all revenues, rents and income from stocks, bonds or other investments, contracts, property, trackage rights or other grants, or from leases or privileges now made or existing, and from any extensions or renewals thereof, and from any and all other sources; provided always, however, that nothing herein contained, shall operate as a grant or demise, or be construed to include the franchise to be a corporation possessed by the said lessor, or any right, privilege or franchise which is or may be necessary to fully observe the corporate existence or organization of the said lessor, and of the said franchise to be a corporation; and all the rights, privileges and franchises requisite for the preservation of the corporate existence or organization of the lessor are hereby expressly reserved and accepted from these presents. Also all the rights, privileges and interest by the said lessor under all contracts or other arrangements to operate or avail of trackage rights over any other lines of railroad, or rights covering the use of ferries, subject to all the terms and conditions pertaining to and governing each case."

The proposed demise is for the term of 999 years from and including July 8, 1913.

Application was made to the Board for approval of the proposed lease.

On July 19th, 1913, the Board filed its report withholding its approval, and entered an order to that effect and dismissing the application.

We are of opinion that the application for mandamus must be denied.

The writ of mandamus will not issue except where the act to be done is purely ministerial, and the legal obligation to perform it is clear.

Mooney vs. *Edwards*, 22 *Vr.* 479.
Hugg vs. *Ivins*, 30 *Vr.* 139.
Mathis vs. *Voorhees*, 52 *Vr.* 26.

In the circumstances of the present case we think the function of the Board in approving or disapproving of the lease was not simply ministerial, nor was the legal obligation to approve the lease clear.

It is conceded that the authority to make the lease is to be found in Section 64 of the General Railroad Act (3 C. S., p. 4248), which provides, among other things, as follows:

"Any railroad company of this State may *lease its road, or any part thereof, to any other railroad company of this or any other State, or may take a lease of the road, or any part thereof, of any other railroad company of this or and other State,* or may unite or consolidate as well as merge its stock, property, franchises and the road with those of any other company or companies of this or any other State, or may do both, and after such lease or consolidation the Company or Companies so acquiring said stock, property, franchises and road, and collect fares and freights as provided in the case of companies organized under this act, but not in excess of the charges on the line of any of the consolidated companies, and shall not

exceed the rates limited by any special act incorporating such company;" &c.

Now an examination of the lease in question seems to justify the following observations:

The proposed instrument, while adhering to the form of a lease, does not merely create a leasehold estate. It involves the exercise of the power of the sale. By "article third" the lessor "agrees to assign, transfer, and deliver to the lessee all the cash and other assets, including real estate, road and equipment, and the securities owned by the lessor" as shown by a general balance sheet statement of June 30, 1913. By "article eighth" a right is conferred upon the lessee on any thirtieth day of June" to purchase the motive power, rolling and floating stock, shop tools and machinery" of the lessor. And by the same article it is provided that "such real and personal property of the lessor as shall not, in the opinion of the lessee, be necessary for the then present or prospective use of the lessor's railroads, or for the protection of the interets of the lessor therein, may, with the consent of the lessor (a majority of whose capital stock is owned by the lessee), and in accordance with the provisions of any mortgage or mortgages covering the same, be sold from time to time by the lessee."

The proposed instrument also involves an undertaking on the part of the lessor under "article sixth" to deliver to the lessee bonds or capital stock, or both, of the lessor," as the lessee shall at the time elect and designated in writing" in payment of improvements, betterments and additions, which shall be equal, at the par value thereof, to the cost of such improvements, betterments and additions. The article further provides that, when bonds are issued, they "shall be secured by mort-

gage upon the railroads, property and franchises of the lessor when required by the lessee."

Moreover, the proposed instrument, though it involves the powers to sell and mortgage property of the lessor and to issue its capital stock and bonds from time to time in the future, in no wise recognizes the necessity of obtaining the approval of the Board with respect to the exercise of such powers.

Now the Public Utility Act (P. L. 1911, p. 374) by Section 18 (h) provides that no public utility shall, "without the approval of the Board, sell, lease, mortgage or otherwise dispose of or encumber its property, franchises, privileges or rights, or any part thereof," except a sale, lease or other disposition in the ordinary course of business, and by section 18 (e) provides that no public utility shall "hereafter issue any stocks, stock certificates, bonds or other evidence of indebtedness payable in more than one year from the date thereof until it shall have first obtained authority from the Board for such proposed issue."

The foregoing considerations, among others, led the Board to conclude that an unqualified approval of the proposed instrument would render the due administration of the Public Utility Act impossible or at least difficult and hence it withheld its approval.

It will serve no useful purpose to examine into the other reasons assigned by the Board for withholding its approval. Our recitation of the statutory authority upon which the proposed instrument in the form of a lease rests, and of a few of the provisions of the instrument, and of the powers and duties conferred upon the Board of Public Utility Act, are entirely sufficient to show

that the function of the Board with respect to the approval or disapproval of the lease involved the decision of the questions of law and fact, and was not purely ministerial, and that the legal obligation to approve the proposed instrument was not clear.

It is not necessary, nor wise, for us to determine on this application that our interpretation of the provisions of the proposed lease and our application of the statute thereto are demonstrably correct; they certainly are premissable. To obtain *this* writ, the relator must show that the opposite view is clearly the correct one, and that it has not done.

The position taken by the relator is that the Board is confined to determining whether the condition under the statute authorizes a lease exist, and whether the statutory procedure has, in all respects, been followed, and that, if the statute is construed to vest broader power in the Board, it delegates legislative power in violation of the constitution. This position is based upon the mistaken assumption that the proposed instrument involves the exercise of the power to lease alone. The Public Utility Act does not delegate to the Board the determination of whether the leasing of the road of one company to another shall be sanctioned, without prescribing a general rule by which such Board should be governed in reaching its determination. On the contrary, the Legislature, by the Public Utility Act, has attached to the exercise of privileges and powers granted by it the condition that, in the exercise of such powers and privileges, the determination of the Board that the limitations and restrictions to which such privileges and powers are subject have not been ex-

ceeded, shall be first had. That it may lawfully do. And it is not only within the power, but it is also the duty of the Board to require that the instrument by which such privileges and powers are proposed to be exercised shall be so framed as to put it beyond reasonable doubt that such limitations have not been exceeded.

Our conclusion that the mandamus applied for must be denied is not to be taken as a concession that mandamus is the proper and complete remedy to obtain the relief sought. The distinction between mandamus and certiorari should not be overlooked. Mandamus issues to compel, and certiorari to review, official or judicial action. The order of the Board denying and dismissing the application is official action by it. *Mathis* vs. *Voorhees*, 52 *Vr.* 26. *Newark* vs. *Lewis, Com'r*, 53 *Vr.* 278; *aff'd* 54 *Vr.* 802. To grant the relator the relief sought without more would be to compel the Board to have outstanding two directly conflicting orders. In *Interstate Tel. and Tel. Co.* vs. *Board of Public Utility Commissioners*, 86 *Atl.* 363, *certiorari* was employed to review the order refusing the application for leave to issue bonds and mandamus was applied for to compel approval of the issuance of the bonds. In *Leeds* vs. *Atlantic City*, 23 *Vr.* 332, *and office*, was filled by mandamus after it had been vacated by certiorari. There is a place in our practice for a writ having this double function. Whether it can be worked out by allowing a rule to show cause for a mandamus with the allocatur of the certiorari, or by permitting the certiorari to be turned into a rule for mandamus, may well be considered in a proper case which, for the reasons stated this is not.

But for the reasons indicated the application for the writ of mandamus will be denied, with costs.

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY, *Relator (Appellant)*, *v.* BOARD OF PUBLIC UTILITY COMMISSIONERS, *Respondent (Appellee)*,	Notice of Appeal.

To Frank H. Sommer, Esq., Attorney for Respondent.

Take Notice that the Relator, West Jersey & Seashore Railroad Company, appeals to the Court of Errors and Appeals from the whole of the judgment entered in this cause on the following ground, to-wit:

Judgment was entered in favor of the Respondent refusing a peremptory writ, whereas judgment should have been entered in favor of the Relator allowing such writ.

GASKILL & GASKILL,
Attorneys for Appellant.
ALAN H. STRONG,
Of Counsel.

Dated October 31, 1914.

I, WILLIAM C. GEBHARDT, Clerk of the Supreme Court of the State of New Jersey, do certify that the foregoing is a true copy of the notice of appeal and also a copy of the judgment entered in the above stated cause as the same remains on file and of record in my office.

In testimony where of I have set my hand and the seal of said Court at Trenton, this tenth day of November, A. D. nineteen hundred and fourteen.

(Seal)

WM. C. GEBHARDT,
Clerk.

(Indorsed.)

NEW JERSEY SUPREME COURT.

WEST JERSEY & SEASHORE RAILROAD COMPANY,

vs.

BOARD OF PUBLIC UTILITY COMMISSIONERS.

COPY OF JUDGMENT & NOTICE OF APPEAL.

FRANK H. SOMMER,
Attorney.

FILED

November 10, 1914

DAVID S. CRATER.

Exhibits.

(Also Exhibit D-11 of June 12, 1928.)

(See p. 50.)

NEW JERSEY COURT OF ERRORS AND APPEALS.

March Term, 1915.

Between West Jersey & Seashore Railroad Company, *Appellant,* *v.* Board of Public Utility Commissioners, *Respondent.*	On Appeal from Supreme Court. Order on Affirmance of Judgment.

This cause having been duly argued at the November Term, 1914 of this court by Gaskill & Gaskill, of counsel for the appellant and Frank H. Sommer, of counsel for the respondent, and the court having considered the same, and finding no error in the record or proceedings in the Supreme Court—

It is thereupon, on this Twenty-second day of April in the year of our Lord one thousand nine hundred fifteen ordered and adjudged that the judgment of the Supreme Court, removed by the appeal in this cause, be affirmed with costs; and that the record be remitted to the Supreme Court to be proceeded with in accordance with this judgment and the practice of said court.

On Motion of

Frank H. Sommer,
Attorney for Respondent.

(Indorsed.)

NEW JERSEY COURT OF ERRORS AND APPEALS.

March Term, 1915.

WEST JERSEY & SEASHORE RAILROAD COMPANY,
Appellant,

vs.

BOARD OF PUBLIC UTILITY COMMISSIONERS,
Respondent.

ON APPEAL FROM SUPREME COURT.

ORDER AFFIRMING JUDGMENT.

FRANK H. SOMMER,
Atty.

Filed May 11, 1915.

THOMAS F. MARTIN,
Clerk.

FILED

May 26, 1915.

WM. C. GEBHARDT,
Clerk.

DEPARTMENT OF STATE.

I, Thomas F. Martin, Secretary of State of the State of New Jersey, and ex officio Clerk of the Court of Errors and Appeals in the Last Resort in all Causes, do hereby certify, that the foregoing is a true copy of an order made by said Court in the above-stated cause, dated April 22nd, 1915, as the same is taken from and Compared with the Minutes of said Court.

(Seal)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at Trenton this Twentieth day of May A. D. 1915.

THOMAS F. MARTIN,
Secretary of Sate.

The Opinion of the Court of Errors and Appeals is reported in 87 N. J. Law, p. 170, as follows:

(Also Exhibit D-10 of June 12, 1928.)

(See p. 49.)

West Jersey and Seashore Railroad Company,
Appellant,

v.

Board of Public Utility Commissioners,
Respondents.

Submitted December 5, 1914—Decided April 22, 1915.

1. The primary purpose intended to be accomplished by the legislative requirement that all leases proposed to be made by railroad companies of this state should be submitted to the board of public utility commissioners for its approval, is not merely to furnish a means of ascertaining whether or not in a given case the conditions exist under which the statutes of the state authorize such leases to be made, and whether or not the statutory procedure with relation thereto has been followed, but to provide a method for preventing the making of leases embracing provisions inimical to the interests of the state or omitting provisions which are requisite for the protection of those interests.

2. The delegation by the legislature to an agency created by it of the power to approve or refuse to approve a lease proposed to be made by a railroad company of this state (such power being vested in the legislative agent for the purpose above indicated) is not repugnant to constitutional provisions.

3. The act concerning public utilities is not a special law conferring corporate powers upon the board of public utility commissioners created by it.

4. The power conferred upon the board of public utility commissioners to approve or refuse to approve a lease proposed to be made by a railroad company of this state is discretionary in its character; and, this being so, the Supreme Court cannot substitute its own judgment for that of the board and compel the latter by *mandamus* either to grant or to withhold its approval thereof.

On appeal from a judgment of the Supreme Court, whose opinion is reported in 85 N. J. L. 468.

For the appellant, ALAN H. STRONG.
For the respondent, FRANK H. SOMMER.

The opinion of the court was delivered by GUMMERE, Chief Justice.

This appeal is taken from a judgment of the Supreme Court, sustaining a demurrer to an alternative writ of *mandamus*, sued out by the West Jersey and Seashore Railroad Company against the board of public utility commissioners, to compel that board to approve a lease proposed to be made by the relator of its railroad and franchises to the Pennsylvania Railroad Company. The determination of the case involves a consideration of two questions—*first*, the scope of the power of the board when acting upon an application for its approval of a lease by one railroad company to another, and *second*, the question of the supervisory

power of the Supreme Court over the action of the board in dealing with such an application.

First, as to the scope of the power of the board. That body was created by the act of April 21, 1911, entitled "An Act concerning public utilities; to create a board of public utility commissioners, and to prescribe its duties and powers." *Pamph. L.*, p. 374. That act, after conferring upon the board general supervision and regulation of, jurisdiction and control over, all public utilities, so far as might be necessary for the purpose of carrying out the provisions of the act, and defining a "public utility" as any individual, copartnership, corporation or joint stock company owning, operating or controlling, within the State of New Jersey, any steam railroad, street railway, traction railway, canal, express, subway, pipe line, gas, electric light, heat, power, water, oil, sewer telephone, telegraph system, plant or equipment for public use, under privileges granted by the state, or by any political subdivision thereof, declares (section 18) that no public utility as therein defined "shall * * * *without the approval of the board* lease * * * its property, franchises, privileges or rights, or any part thereof," and that "every lease * * * made in violation of any of the provisions hereof shall be void and of no effect."

Counsel for the appellant contends that the limit of the power of approval thus conferred is to determine "whether the conditions exist under which the statute authorizes a lease to be made, and whether the statutory procedure with relation thereto has in all respects been followed." An examination of the legislative enactments bearing upon the authority of a railroad company of this

state to lease its property and franchises will, we think, show the fallacy of this contention.

Prior to 1873 all the railroad companies of this state were incorporated under special charters; and proposed leases of their properties and franchises were submitted to the legislature for its approval. The confirmation by that body of the lease of the Morris and Essex Railroad Company on February 9th, 1869 (Pamph. L., p. 28) and of the lease by the United New Jersey Railroad and Canal Company to the Pennsylvania Railroad Company, on March 27th, 1873 (Pamph. L., p. 1298), are examples of such legislative action.

On April 2d, 1873, the legislature passed what is commonly known as the General Railroad law (Rev., p. 925), and since the enactment of that statute all railroad companies which have come into existence in this state have been incorporated thereunder. By the seventeenth section of that act all companies so incorporated were authorized to lease their roads to any other corporation or corporations of this or any other state; and by the supplement to the act passed March 11th, 1880, the section was amended so as to extend the power of leasing to corporations created by special charter, as well as those incorporated under the General Railroad law. Sup. Rev., p. 828. But neither in the original act, nor in the supplement, did the legislature restrict this power by the imposition of any conditions or limitations, nor provide any course of procedure to be followed by the companies seeking to avail themselves of the privilege thus granted, apparently leaving the whole matter of the term of the lease, the rent to be reserved, and the mutual conditions and covenants thereof, as well as the procedure with relation

thereto, to be determined solely by the boards of directors of the contracting companies.

Between March 11th, 1880, and April 14, 1903, other statutes were enacted regulating the power of one railroad company to lease its property and franchises to another, but all of them were afterwards repealed, except so far as they are embodied in "An Act concerning railroads (Rev. 1903)" approved on the latter date. Comp. Stat., p. 4219. The sixty-fourth section of that revision, after practically re-enacting the provisions of section 17 of the General Railroad law of 1873, as amended in 1880, contains the following limitation upon the power conferred, viz., "No such lease shall take effect until the parties thereto file in the office of the secretary of state an agreement surrendering to the state all rights of exemption and contract privileges with respect to taxation, and reserving to the state any existing right to take the property of any of the parties." A second limitation is contained in the sixty-fifth section of the act, to wit, that every lease "shall be made by a contract approved, either in writing or by a vote at a meeting of stockholders, by the holders of two-thirds of all the capital stock of the railroad company of this state, party to such contract, and filed with the secretary of state."

After the enactment of the revision of 1903, the power of railroad companies to lease their property, and franchises was left untouched by the legislature until the passage of the Public Utilities act of 1911. From the above recital it appears that at the time of the passage of this act the only limitations which were placed upon the untrammeled power to lease their roads, conferred on railroad companies of this state by the act of 1873 and its

supplements of 1880, were the requirements contained in sections 64 and 65 of the revised act concerning railroads of 1903, which have already been set out in full; and that the evidence of compliance with those requirements is provided for in the sections themselves, namely, by the filing in the office of the secretary of state, in the one case, the agreement surrendering tax exemptions and privileges, and the reservation of the state's right to take the property of any of the parties to the lease, if such right exists; and, in the other case, the approval of the lease by the holders of two-thirds of the stock of the domestic corporation. It seems hardly necessary to point out that, as an observance of these requirements is necessary to give life to the lease, an approval of the instrument by the board of public utility commissioners in the absence of such observance would be absolutely nugatory; and that an approval by it which was a mere declaration that these two requirements had been observed, would be of no benefit either to the parties to the lease or to the public at large, for, as to the parties, they would already know it, and, as to the public, the legislature had already provided a means of knowledge—that is, by inquiry at the office of the secretary of state.

It seems clear from a consideration of the statutory history of the power of a railroad company to lease its road, that when the legislature in 1911 declared that no such company should exercise that power without the proposed lease should be "approved" by the board of public utility commissioners, it intended something more than that the board should make inquiry at the secretary of state's office to ascertain whether the restrictions

of sections 54 and 65 of the revised act concerning railroads had been complied with. The question then is what was the legislative intent; and the answer seems to us to be plain. The legislature, by the enactment of the provision of section 65 of the revised act concerning railroads, requiring that a proposed lease must be *approved* by the holders of at least two-thirds of the capital stock of the railroad company of this state a party to it, declared that thereafter the provisions of such lease—the term during which it should run, the rent to be reserved and the mutual conditions and covenants to be contained therein—should not be left to be determined solely by the board of directors of such company, uncontrolled and unsupervised, but should be submitted to the consideration of the stockholders for their determination as to the wisdom and propriety of such action; for their judgment on the question whether the provisions of the proposed instrument were beneficial to their interests, or otherwise. When, in 1911, the legislature required a railroad company proposing to lease its road to submit the instrument to the board of public utility commissioners for its approval, it designedly had recourse to the same word which it had used in section 65 of the revised act concerning railroads, and thereby provided a double "aproval", first, by the stockholders, and then by the board, as a prerequisite to the making of the proposed lease by the directors; the approval of the stockholders being required so that a lease should not be made which, in their judgment, contained provisions inimical to their interests, or omitted provisions which their interests required to be contained therein, and that of the board for the purpose of preventing a lease

from being made which, in its judgment, embraced provisions which would be inimical to the interest of the state and its citizens, or which omitted provisions which were requisite for the protection of those interests.

But, it is said, to so construe the act is to make it repugnant to the constitution, in that it delegates to the board a power which can only be exercised by the legislature itself. If this be the fact then the whole case of the appellant falls. If the power to determine what provisions such a lease as that which was before the board shall contain, and what it shall not contain, is a legislative power which cannot be delegated, then it is manifest that no valid lease can be made under our existing statutes. As we have already pointed out, by the act of 1873 the legislature delegated to the boards of directors of the contracting companies full power to determine what provisions a proposed lease should contain and what it should not contain, without restriction or limitation. That power still subsists, subject to the restrictions already discussed which have been placed upon it. If the legislature cannot delegate to a public utility board the power to pass upon the propriety of the provisions of a proposed lease because of constitutional inhibitions, it necessarily follows that for the same reason it cannot confer upon boards of directors, or stockholders of a public utility corporation, a power which is identical in its essence. *Intermountain Rate Cases,* 234 U. S. 476.

It is hardly necessary to add that in the absence of legislative authority conferred for that purpose, a lease made by a railroad corporation of its road and franchises would be absolutely null and void. *Black* v. *Delaware and Raritan Canal Co.,* 24 N. J.

L. 455; *Stewart* v. *Lehigh Valley Railroad Co.*, 38 N. J. L. 505; *Stockton* v. *Central Railroad Co. of New Jersey*, 50 N. J. Eq. 52.

But we do not consider the delegation of this power to be a violation of constitutional provisions. It is one of many conferred upon the board by the act of 1911. By that statute, in addition to the general supervision and control over and regulation of public utilities, so far as necessary for the purpose of carrying out the provisions thereof, the legislature vested in the board, among other specific powers, the following: to fix the rates to be charged by all of this class of corporations; to compel railroad and street railroad companies to establish and maintain connections at junction points for the promotion of the convenienence of shippers and passengers; to compel such of said companies as are engaged in carrying merchandise to construct and operate, upon reasonable terms, switch connections with private side tracks, when such connections are reasonable and practicable; to require such companies to furnish safe, adequate and proper service, and to construct, maintain and operate extensions of their existing facilities where, in the judgment of the board, such extensions may be reasonable and practicable, and will furnish sufficient business to justify the construction and maintenance of the same; to permit street railway companies to change existing gauges to standard steam railroad gauge upon such terms and conditions as it shall prescribe; to authorize, or refuse to authorize, the issue of stocks, bonds or other evidences of debt payable in more than a year from the date thereof; to approve, or disapprove, the abandonment by a railroad company of any of its stations; to grant

to, or withhold from, such companies permission to cross highways at grade; and to compel the establishment and maintenance of gates by such companies at highway crossings when conditions are such as to require this to be done for the protection of the traveling public.

All of these powers, although widely variant as to the matters to be affected, and the purposes to be accomplished, by their exercises, are similar in character, so far as the right to delegate them is concerned. That the legislature may itself directly exercise each and every of them, is of course unquestionable, but it does not follow, therefore, that they cannot be delegated. The contrary is the fact. As early as 1825 it was declared by Chief Justice Marshall, in *Wayman* v. *Southard,* 10 Wheat. 43, that congress certainly may delegate to others powers which it may rightfully exercise itself, and so far as we are able to discover, the soundness of this proposition has never since been doubted. The distinction is accurately stated by the Supreme Court of Pennsylvania in *Locke's Appeal,* 72 Pa. St. 498, as follows: "The legislature cannot delegate its power to make a law; but it can make a law to delegate a power to determine some fact, or state of things, upon which the law makes, or intends to make, its own action depend." The powers conferred by the Public Utilities act of 1911 are, in our judgment, of this latter class. They are similar in their nature to those with which congress has invested the interstate commerce commission; and it is because those powers were of the delegable character specified in the Pennsylvania case that the United States Supreme Court has, in a long line of cases (many of which are cited in the Intermountain Rate case), held

that the legislative action there involved was free from the charge of unconstitutionality. Our own earlier decisions, as well as those of the Supreme Court, on questions involving action by the board of public utilities commissioners in the exercise of powers conferred upon it by the act of 1911, inferentially held the same view; for, unless those powers were properly delegated to the board, the determination of questions involving their proper exercise was merely academic.

It is further argued on behalf of the appellant that a construction of this statute which would confer upon the board of public utilities commissioners any discretion in acting upon a railroad lease submitted to it for its approval, would bring it into conflict with the constitutional prohibition against passing special acts conferring corporate powers. We are unable to appreciate the force of this contention. The law which empowers a railroad corporation of this state to lease its road is a general one, applicable to all such corporations no matter how created. The condition, or restriction, imposed by the Public Utilities act upon the exercise of this power by these companies is equally general, binding upon every railroad company of the state, and applicable to every lease proposed to be made by any such company.

The question remains as to the supervisory power of the Supreme Court over the action of the board in granting or withholding its approval of a lease proposed to be made by a railroad company of this state of its railroad and franchises. That court can upon *certiorari*, or under the statutory procedure provided by section 38 of the act of 1911, review such action for the purpose of ascertaining whether or not it is purely arbitrary,

whether or not it has a reasonable basis to rest upon, whether or not it is supported to any extent by the facts submitted to the board for its consideration; and if it shall be made to appear to the court that such action is purely arbitrary, or that it has no reasonable basis upon which to rest, or is unsupported by the facts laid before the board, the court may declare it null and void, and order it to be set aside. So, too, if the board refuses to consider the matter at all the court by *mandamus* can compel it to do so. But as the matter of granting or withholding its approval is one which is left by the legislature to the sound discretion of the board, the Supreme Court cannot substitute its own judgment for that of this legislative agent, and compel it to act upon the application for its approval in a specific way. *High Extr. Leg. Rem.*, §*34; Benedict* v. *Howell*, 39 N. J. L. 221; *Shumar* v. *Applegate*, 51 *Id.* 117; *Conger* v. *Freeholders of Middlesex*, 55 *Id.* 112. In dealing with such agencies the court is controlled by the same principles that govern it with relation to the exercise of its supervision over inferior judicial tribunals, i. e., it will compel them to proceed to judgment, but will never direct the character of the judgments to be rendered by them. *Wells* v. *Stackhouse*, 17 *Id.* 355; *Sinnickson* v. *Corwine*, 26 *Id.* 311; *Drake* v. *Camp*, 45 *Id.* 293.

The judgment under review will be affirmed.

For affirmance—The Chancellor, Chief Justice, Swayze, Parker, Bergen, Kalisch, Black, Vredenburgh, White, Williams, J.J. 10.

For reversal—None.

Exhibit D-15 of June 12, 1928.

STATE OF NEW JERSEY

BOARD OF PUBLIC UTILITY COMMISSIONERS.

In the Matter of The Application of the WEST JERSEY AND SEASHORE RAILROAD COMPANY for approval of a lease of its railroad property and secondary franchises to the PENNSYLVANIA RAILROAD COMPANY for nine hundred and ninety nine years.	Order.

This application having been duly heard and the Board having, on the nineteenth day of July, one thousand nine hundred and thirteen, made and filed a report containing its findings of fact and conclusions thereon, which said report is hereby referred to and made a part hereof, the Board's approval of this petition is withheld and

IT IS ORDERED that the petition be and the same is HEREBY DISMISSED.

Dated July 22nd, 1913.

BOARD OF PUBLIC UTILITY COMMISSIONERS.
By (Signed) W. M. Daniels,
Acting 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 its meeting held Tuesday, July 22nd 1913 and recorded in the minutes of said meeting.

ALFRED N. BARBER,
Secretary.

STATE OF NEW JERSEY

BOARD OF PUBLIC UTILITY COMMISSIONERS.

In the Matter of The Application of the WEST JERSEY AND SEASHORE RAILROAD COMPANY for approval of a lease of its railroad property and secondary franchises to the PENNSYLVANIA RAILROAD COMPANY for nine hundred and ninety nine years.	Report.

By petition filed with this Board May 3d, 1913 the West Jersey and Seashore Railroad Company, a corporation of this State, asked approval of a lease of its railroad, property and secondary franchises for a period of Nine Hundred and Ninety-nine years to the Pennsylvania Railroad Company, a corporation of the State of Pennsylvania. Said lease is intended to become operative July 1st, 1913.

The West Jersey and Seashore was formed by an agreement of consolidation and merger made February 28th, 1896. The companies merged and

consolidated comprised (1) the West Jersey Railroad Company, (2) the Alloway and Quinton Railroad Company, (3) the West Jersey and Atlantic City Railroad Company, (4) the Camden and Atlantic Railroad Company, (5) the Chelsea Branch Railroad Company, and (6) the Philadelphia, Marlton and Medford Railroad Company.

The consolidated company owns and operates over three hundred and fifty five (355) miles of railroad, all in this State, the two longest branches being from Camden to Atlantic City (58.78) miles and from Camden to Cape May (81.62) miles). It operates its road under its corporate organization "in harmony and in connection with the railroad system" of the Pennsylvania. It connects with the latter by means of roads leased to the Pennsylvania and uses the latter's terminals at Camden. It also has a joint train service with the latter, using the Pennsylvania's terminal facilities in Philadelphia.

Fifty-one and one-half per cent of the stock of the West Jersey and Seashore Railroad Company is owned by the Pennsylvania Railroad Company.

In support of its petition the West Jersey and Seashore avers that such a lease would tend to insure the maintenance of the petitioner's facilities at its present high standard of efficiency and also to promote the enlargement, improvement and development of the same when and as necessary to accommodate the public needs.

The proposed lease was approved by more than two-thirds of the holders of the applicant's capital stock.

The lease demises all and singular the railroads and property of the lessor, situate in the State of New Jersey,

"together with all sidings, extensions and branches thereof and therefrom now existing or that may hereafter at any time during the continuance of this lease be constructed or otherwise acquired as part of, or for use in connection with, the railroads hereinbefore mentioned, and all stations, depots, yards, buildings, wharves, structures, power houses, sub-stations, motive power, rolling and floating stock and equipment, appurtenances and property of whatsoever kind and wheresoever situate now owned by the said lessor, or which may hereafter at any time during the continuance of this lease be constructed or acquired, and which may be appurtenant to, or for use in connection with the said railroads, and also all corporate rights, franchises and privileges of the said lessor necessary to be enjoyed and evercised by the said lessee for the proper maintenance, use, operation and management of the said railroads and property hereby demised, including the right to fix and establish from time to time, and to collect, receive and appropriate to the lessee's own use, all tolls, rates and charges for the transportation of persons, property and mails not inconsistent with the requirements of such existing, or hereafter enacted, legislation, Federal or State, as may be legally enforceable; also all revenues, rents and income from stocks, bonds or other investments, contracts, property, trackage rights or other grants, or from leases or privileges now made or existing, and from any extensions or renewals thereof, and from any and all

other sources; provided, always, however, that nothing herein contained shall operate as a grant or demise, or be construed to include, the franchise to be a corporation possessed by the said lessor, or any other right, privilege or franchise which is or may be necessary to fully preserve the corporate existence or organization of the said lessor, and of the said franchise to be a corporation; and all the rights, privileges and franchises requisite for the preservation of the corporate existence or organization of the lessor are hereby expressly reserved and excepted from these presents.

"Also all the rights, privilege and interest by the said lessor under all contracts or other arrangements to operate or avail of trackage rights over any other lines of railroad, or rights covering the use of ferries, subject to all the terms and conditions pertaining to and governing in each case."

The capitalization of West Jersey and Seashore Railroad Company appears to be conservative. The valuation made by the State Board of Assessors of road and equipment amounted to $19,959,865. The book value, taken from the company's annual report for the year ending June 30, 1912, for road and equipment is $19,776,416.88, when the depreciation reserve of $284,734.81 is deducted. The face value of outstanding securities taken from the same report is $17,830,000. of which $9,745,600. represent stock, and $8,084,000. represent bonds. The operating income for the same year was $6,351,118.15, and the operating expenses $5,016,043.45, making the net operating revenue $1,335,074.73. Two semi-

annual dividends of 2½% were paid for the year in question, as well as interest on the company's funded debt.

The guaranteed rental of six per cent upon the stock of the West Jersey and Seashore Railroad Company is in excess of the dividend which that road is now paying. From October 5th 1896 to March 15th 1905 the company declared and paid dividends at the annual rate of 5 per cent. From the last mentioned date until March 16th 1908 it paid dividends at the annual rate of 6 per cent. For a year and a half thereafter it paid dividends at the annual rate of 4 per cent. Since October 1st 1909 up to the present, it has paid dividends at the annual rate of 5 per cent. At the hearing on July 16th 1913 however the president of the company asserted that it was now earning over nine per cent.

A public hearing on the application was held at the State House in Trenton on May 20th 1913, and again at the Court House in the City of Camden, July 16th 1913.

A lease for a term of years so extended as nine hundred and ninety nine years requires the most careful scrutiny. Such a lease is tantamount to a conveyance of the fee. As the Court of Errors of this State has said in *Black* vs. *Delaware and Raritan Canal Co.*, 24 N. J., Eq. 456,

> "Equity looks at the substance of things and not more names. For all substantial practical purposes a lease for 999 years is a conveyance in fee."

The public interest therefore in such a conveyance, which is made for practically all time, ought in every way to be explicitly safeguarded;

and this Board, being trustee for the public of this State in so far as the statute casts upon the Board the duty of scrutinizing and approving such leases, is under obligation to make certain that the public interest shall not be jeopardized, even by serious uncertainty as to the operation of such an arrangement.

In at least one important rate case decided by this Board, the Paterson-Passaic gas case, it was strenuously urged by the respondents that a lease lawfully consummated is conclusive in determining a part of the base upon which just and reasonable rates could be fixed by this Board's order. We can not be certain that a similar plea might not be set up in future rate cases. Nor is it a conclusive rejoinder to say that the rates of the lessor company in the pending proceedings are not at present subject to attack. The very terms of the lease require us to take a long look ahead. We can not predict that at no time in future will the rates upon the West Jersey and Seashore be unassailed. In such a contingency we must make as certain as we can that an attempt to fix and determine reasonable rates shall not be obstructed by the plea that a rental guaranteed in a lease formally approved by this Board is not open to question.

A lessee commonly expects and is ordinarily entitled to expect that earnings in excess of a guaranteed rental shall be forthcoming from the proper management of a leased property. If a guaranteed rental over and above all present or future taxes is to be paid in perpetuity, the return from the leased property due to management would have to be superadded to the rental aforesaid. Thus a claim for a return could be made to cover rental and management.

On June 30th, 1913, the Board invited the prospective lessee to give some written assurance that the plea of the guaranteed rental would not be urged in bar of a determination of just and reasonable rates should such a question arise for adjudication. The prospective lessee did not find such an assurance compatible with its interests, and declined and still declines to make such assurance.

At the hearing on July 16th, 1913, it was suggested that the Board, coincidently with its issuance of its certificate of approval, might issue a memorandum applicable to all similar cases. Such a memorandum, it was suggested, might recite that in approving of leases, the Board would have it understood that such approval did not carry with it any implication that rates necessary to afford the guaranteed rental are assailable in rate cases. The action of the Maryland Commission to this effect was cited as a precedent.

A declaration of the Commission's understanding, however, in approving a lease might prove wholly ineffectual, whereas a written stipulation to the effect indicated above would be a sort of contractual obligation between the lessee and the State.

It was urged upon this Board that the proposed lease being legal in form and substance required in common fairness that the Board should approve it.

We do not so interpret our obligation in the premises. Chapter 195 of the Laws of 1911, III, 18 h. provides that no public utility shall:

> "Without the approval of the Board sell, lease, mortgage, or otherwise dispose of or encumber its property, franchises, privileges or rights or any part thereof," etc.

Under this section we understand that approval is discretionary upon our part, and we hold that where the maximum safeguards can not be thrown around the public interests, it is both our right and our duty to withhold approval.

The same section of the act (III, 18 e) provides that no public utility shall:

> "Hereafter issue any stock, stock certificates, bonds or other evidences of indebtedness payable in more than one year from the date thereof until it shall have first obtained authority from the Board for such proposed issue. It shall be the duty of the Board, after hearing, to approve of any such proposed issue maturing in more than one year from the date thereof, when satisfied that the same is to be made in accordance with the law and the purpose of such issue be approved by said Board."

The final clause—"and the purpose of such issue be approved by the Board" has already received judicial construction in Interstate Telegraph and Telephone Co. vs. Board of Public Utility Commissioners, 86 Atlantic Reporter 363.

The citation of the Board's discretionary power over security issues is particularly pertinent to the pending case, inasmuch as the proposed lease in Articles Third and Sixth contemplates and provides for future security issues to be made in conformity with the terms of the lease.

It follows incontestably in our judgment that the approval of such leases as the pending one is discretionary with the Board; and we are equally satisfied that our duty requires of us nothing less than obtaining the maximum of certainty as to its

operation as well as the maximum of legitimate advantage to the public.

Even if there could be any serious doubt of the Board's power in the premises, it lies open to the petitioner by mandamus or otherwise to bring the matter to legal test, and to have settled, by judicial interpretation, the respective rights of the companies and this Board in this matter.

There are additional reasons which warrant the Board in declining prematurely to ratify this lease. The terms of the lease make doubtful whether certain powers now entrusted to this Board in the public interest, would not be impaired or lessened or made impossible of administration.

By the terms of the Public Utility Act recited above proposed issues of securities by public utilities of this State must first be accorded the approval of the Board. Articles Third and Sixth of the lease under consideration provide that under certain conditions, the indebtedness of the lessor to the lessee, in case there is not available cash for the discharge of such indebtedness,

> "shall be paid and discharged by the delivery to the lessee of either bonds or capital stock, or both, of the lessor, as the lessee shall at the time elect, and designate in writing—and the lessor agrees that it will, when and as often as required by the terms hereof so to do, issue and deliver to the lessee all bonds and stocks properly demanded by it hereunder which it can lawfully execute and issue. Or, by agreement between Lessor and Lessee, such bonds or stocks or both may be executed, issued and sold by the Lessor and the proceeds of such sale shall be paid by

the Lessor to the Lessee for the purpose of discharging such indebtedness theretofore, or to be thereafter, incurred."

The second alternative is clearly at the option of the Lessee. Under the first, the Lessee is entitled by the lease to demand the issuance and the delivery to the Lessee of all such additional securities. This clearly contravenes the well established rule of law that in case of additional issues of stock, the shareholders of record are entitled to participate pro rata. Way et al vs. the American Grease Co. et al., 70 N. J. Eq. 263; Wall vs. Utah Copper Co. et al. 70 N. J. Eq. 17.

The requirement that the lessor must deliver to the lessee all bonds and stocks, is a clear invasion of the rights of the minority stockholders.

In another respect the terms of the proposed lease would possibly impair the control now vested by law in this Board over the incumbrancing of the property of a public utility such as the West Jersey and Seashore Road. No incumbrance may at present be placed on the property of a public utility of this state without the Board's prior knowledge and consent. The attempt, however, by the Pennsylvania Railroad Company to subject to mortgage incumbrance its leasehold estate in the road proposed to be leased might raise serious question as to the necessity of obtaining the prior approval of this Board. It would nevertheless be virtually tantamount to subjecting the property of the West Jersey and Seashore to an incumbrance.

Moreover the General Railroad Act (Compiled Statutes, 4221, section 6) limits the power of a railroad company to issue its bonds secured by

mortgage of its road and franchises to an amount "not to exceed in the whole its paid up capital stock," and makes departure from the rule laid down a misdemeanor. This provision applies to the West Jersey and Seashore, but there may be reason to doubt whether it is applicable to the Pennsylvania, a Pennsylvania Corporation, in an issue of bonds secured by a mortgage including the leasehold rights to be acquired under the proposed lease. Thus there is a possibility that through this lease the Pennsylvania's leasehold estate in the West Jersey and Seashore might be subjected to bonded indebtedness secured by mortgage where the amount of the indebtedness shall not bear the prescribed statutory relation to the paid-up capital stock of the leased company. If it should happen that the lessee subjected to the lien of a mortgage not only its leasehold estate in the West Jersey and Seashore, but in miscellaneous other property as well, it might well become impossible for the Board to administer that part of the statute which makes the Board's approval of proposed security issues necessary.

When the Board's approval is asked for a proposed bond issue secured by mortgage, the Board attempts, inter alia, to ascertain the prospective ability of the petitioning company to pay the stipulated interest and the principal sum at maturity. If the prospective lessee in the present case should in future ask approval of a mortgage secured in part upon the property and franchises of the West Jersey and Seashore, and in part upon the property and franchises of other properties, perhaps in other and distant jurisdictions, equally subject to the same mortgage, the Board would be confronted

with the necessity of ascertaining the prospective ability of such other properties to meet the terms of the bond issue proposed. This might well prove an impossible task; yet unless it were performed, the West Jersey and Seashore property would be subjected to the hazard of inadequate earnings on the properties jointly responsible to pay the fixed charges on the bond issue whose approval is asked.

Still another doubt is raised by the proposed lease as to whether by the terms thereof the Board's jurisdiction over the sales of the property of a public utility, "not in the ordinary course of business" may not be impaired. Article Eighth of the lease provides:

> "Such real and personal property of the Lessor as shall not, in the opinion of the Lessee, be necessary for the then present or prospective use of the Lessor's railroads, or for the protection of the interests of the said Lessor therein, may with the consent of the Lessor and in accordance with the provisions of any mortgage or mortgages covering same, be sold from time to time by the Lessee, and the Lessor shall, upon the request of the Lessee, execute and deliver proper conveyances and assurances of such property so sold as may be necessary to effectuate such sales. The proceeds of all such sales shall enure and be paid to the Lessee and shall be applied at the option of the Lessee either to the reduction of the funded debt of the said Lessor, or to betterments and improvements upon or additions to the railroads and property hereby demised."

The terms of the lease quoted above might be construed as an approval by this Board in advance of such sales and so seem to make the lessee sole arbiter of such sales, and thus divest the Board of the authority thereover which the law casts upon the Board under Chapter 195, III. 18, (h) Laws of 1911.

All of these uncertainties might be resolved by an explicit written assurance, stipulating that the rights and interests of the public as indicated herein shall not be challenged or infringed by any future action of the companies concerned. But such explicit assurance the directorates are unwilling to give, on the ground that such assurance might bind their successors in the directorates. In other words, they expressly reserve their liberty of future action in the premises.

In view of this situation, it will not do to say that these objections, or some of them, are farfetched and violently improbable contingencies. An arrangement to subsist for a thousand years challenges the production of just such contingencies; and there doubtless are others which time will disclose. An arrangement which will subsist by its terms for nine hundred and ninety-nine years, and which during that term may affect both the public interests as well as the relations of lessor and lessee may well be analyzed with circumspection and care. Any evidence bearing thereon ought to be carefully analyzed and sifted. If there are doubts as to its wholly beneficial effect upon the public, these doubts must all be resolved. If there is question of its exact legal purport, intent and operation, such question ought to be answered before affirmative action is taken by an administrative body of the state.

For these reasons, above recited, the Board of Public Utility Commissioners finds and determines that the approval of the pending lease is not necessary and proper, withholds its assent therefrom, and will DISMISS the petition therefor.

An Order will be so entered.

Dated July 19th, 1923.

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 Saturday, July 19th, 1913.

ALFRED N. BARBER,
Secretary.

Exhibit D-17 of June 12, 1928.

O'Brien, Malevinsky & Driscoll
Law Offices
Knickerbocker Bldg., 152 West 42nd Street
Times Square
New York City

Attorneys & Counsellors at Law
Dennis F. O'Brien
M. L. Malevinsky
Arthur F. Driscoll

Joseph W. Magrauth
Richard J. Mackey
Arthur R. Walsh
Edward C. Raftery
Benjamin Pepper

January 25, 1926.

In re Ross v. P. R. R.

Messrs. Wall, Haight, Carey & Hartpence,
15 Exchange Place,
Jersey City, N. J.

Attention: Mr. Hartpence.

Dear Sirs:

When your office suggested that a stipulation between us in the form prepared by you should be signed by me as attorney for the plaintiffs in the four actions now pending in the New Jersey Supreme Court, I informed you that I did not want to sign such a stipulation because of the fact that I have no knowledge of the facts therein set forth and did not wish to bind my clients as to the correctness of the facts stated.

However, I am willing to accept a stipulation in this form signed only by you as a concession that those facts are true and reserving your right to object to their materiality and relevancy on the trial of this action.

If you will sign such a stipulation or concession and deliver it to me within the next two days, I will discontinue the proceeding now pending to take examinations in Pennsylvania.

Very truly yours,

RJM:PET RICHARD J. MACKEY.

Chapter 124 of the Laws of 1909.

Chapter 124 of the Laws of 1900.

Annual Report by a FOREIGN Corporation.

The THE PENNSYLVANIA RAILROAD Company.

Organized under the Laws of the State of Pennsylvania

The corporation above named organized under the Laws of the State of Pennsylvania does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is THE PENNSYLVANIA RAILROAD COMPANY

SECOND—The location of the registered office is at No. 26 Exchange Place, ~~Street~~, Jersey City, New Jersey, and P. L. Grove, Superintendent, is the agent upon whom process may be served.

THIRD—The character of the business is Railroad and Transportation.

FOURTH—The amount of the authorized capital stock is $ 600,000,000. The amount actually issued and outstanding is $ 499,265,700.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood,	626 Chestnut Street, Phila.,Pa.	4th Tues.March,1923
C. Stuart Patterson,	1000 Walnut Street, " "	" " " 1923
Effingham B. Morris,	Girard Trust Co., " "	" " " 1922
Thomas Dewitt Cuyler,	Commercial Trust Bldg.," "	" " " 1922
Charles E. Ingersoll,	Liberty Bldg., " "	" " " 1924
Percival Roberts, Jr.,	Commercial Trust Bldg.," "	" " " 1921
Samuel Rea,	Broad Street Station, " "	" " " 1924
Joseph Wood,	Pennsylvania Station,Pittsburgh,Pa	" " " 1922
Bayard Henry,	Land Title Bldg., Phila.,Pa.	" " " 1921
George H. McFadden,	121 Chestnut Street, " "	" " " 1921
Levi L. Rue,	421 Chestnut Street, " "	" " " 1922
Clement B. Newbold,	511 Chestnut Street, " "	" " " 1923
Andrew W. Mellon,	514 Smithfield St.,Pittsburgh,Pa.	" " " 1924

- ELECTED BY THE BOARD -		- OFFICIAL ADDRESS -	
President -	Samuel Rea,	Broad St. Station, Phila., Pa.	4th Wed.March, 1921
Vice-President and Director -	W.W.Atterbury,	"	"
do do -	Geo.D.Dixon,	"	"
do do -	Henry Tatnall,	"	"
do do -	A. J. County,	"	"
*Vice-President -	M. C. Kennedy,	"	"
*Vice-President -	J. J. Turner,	"	"
Treasurer, -	Jas.F.Fahnestock	"	"
Secretary, -	Lewis Neilson,	"	"

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Tuesday, 22nd March, 1921.

WITNESS our hands the 29th day of March, A. D. 1920

* Appointed by the Board.

Samuel Rea President.

Lewis Neilson Secretary.

RR 442

Annual Report for 191

OF THE

Yuma RR

..... Company,

organized under the laws of the State of

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Directors, Officers, &c.

Filed ..... 191.....

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Secretary of State.

FILED
APR 1 1920
Thomas J. Black
SECRETARY OF STATE

RR442

Annual Report for 191

OF THE

Peru RR

..... Company,

organized under the laws of the State of

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Directors, Officers, &c.

Filed ..... 191....

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Secretary of State.

FILED
APR 1 1920
Thomas F. Meehan
SECRETARY OF STATE

CHAPTER 124 OF THE LAWS OF 1900.

Chapter 124 of the Laws of 1900.

Annual Report by a FOREIGN Corporation.

~~The~~ THE PENNSYLVANIA RAILROAD *Company.*

Organized under the Laws of the State of Pennsylvania

The corporation above named organized under the Laws of the State of Pennsylvania does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is THE PENNSYLVANIA RAILROAD COMPANY

SECOND—The location of the registered office is at No. 26 Exchange Place, ~~Street,~~ Jersey City, New Jersey, and P. L. Grove, Superintendent, is the agent upon whom process may be served.

THIRD—The character of the business is Railroad and Transportation.

FOURTH—The amount of the authorized capital stock is $ 600,000,000. The amount actually issued and outstanding is $ 499,265,700.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood,	626 Chestnut Street, Phila., Pa.	4th Tues. April, 1923
C. Stuart Patterson,	1000 Walnut Street, " "	" " " 1923
Effingham B. Morris,	Girard Trust Co., " "	" " " 1922
Thomas DeWitt Cuyler,	Commercial Trust Bldg., " "	" " " 1922
Charles E. Ingersoll,	Liberty Bldg., " "	" " " 1924
Samuel Rea,	Broad Street Station, " "	" " " 1924
Joseph Wood,	Pennsylvania Station, Pittsburgh, Pa.	" " " 1922
Bayard Henry,	Land Title Bldg., Phila., Pa.	" " " 1925
George H. McFadden,	121 Chestnut Street, " "	" " " 1925
Levi L. Rue,	421 Chestnut Street, " "	" " " 1922
Clement B. Newbold,	511 Chestnut Street, " "	" " " 1923
Howard Heinz,	1062 Progress Street, N.S. Pittsburgh, Pa.	" " " 1925
Edgar C. Felton,	Morris Bldg., Phila., Pa.	" " " 1924

OFFICERS		- OFFICIAL ADDRESS -	
President -	Samuel Rea	Broad Street Station, Philada. Pa.	4th Wed. April, 1922
Vice-President and Director	W.W. Atterbury	do	"
do do	Geo. D. Dixon	do	"
do do	Henry Tatnall	do	"
do do	A.J. County	do	"
*Vice-President	M.C. Kennedy	do	"
*Vice-President	J.J. Turner	do	"
*Vice-President & General Counsel	F.I. Gowen	do	"
Treasurer,	Jas. F. Fahnestock		"
Secretary,	Lewis Neilson		"

* Appointed by the Board.

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Tuesday, 25th April, 1922.

WITNESS our hands the 4th day of April, A. D. 1921.

SR [signature] *President.*

LN [signature] *Secretary.*

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Annual Report for 191

OF THE

COR

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..... Company,

organized under the laws of the State of

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Directors, Officers, &c.

Filed ..... 191.....

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Secretary of State.

FILED
APR 5 1921
SECRETARY OF STATE

Annual R

Chapter 121 of the Laws of 1966

Annual Report by a FOREIGN Corporation.

The PENNSYLVANIA RAILROAD *Company.*

Organized under the Laws of the State of Pennsylvania

The corporation above named organized under the Laws of the State of Pennsylvania does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is THE PENNSYLVANIA RAILROAD COMPANY

SECOND—The location of the registered office is at No. 26 Exchange Place, Street, Jersey City, New Jersey, and P. L. Grove, Superintendent, is the agent upon whom process may be served.

THIRD.—The character of the business is Railroad and Transportation.

FOURTH.—The amount of the authorized capital stock is $ 600,000,000. The amount actually issued and outstanding is $ 499,265,700.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood,	626 Chestnut Street, Philada.Pa.	4th Tuesday Apl.1923
C. Stuart Patterson,	1000 Walnut Street, " "	" " " 1923
Effingham B. Morris,	Girard Trust Co., " "	" " " 1926
Thomas DeWitt Cuyler,	Commercial Trust Bldg. " "	" " " 1926
Charles E. Ingersoll,	Lafayette Building, " "	" " " 1924
Samuel Rea,	Broad Street Station, " "	" " " 1924
Bayard Henry	Land Title Building, " "	" " " 1925
George H. McFadden,	121 Chestnut Street, " "	" " " 1925
Levi L. Rue,	421 Chestnut Street, " "	" " " 1926
Clement B. Newbold,	511 Chestnut Street, " "	" " " 1923
Howard Heinz,	1062 Progress St.,N.S., Pbgh., Pa.	" " " 1925
Edgar C. Felton,	Morris Building, Philada.Pa.	" " " 1924
Spencer C. Gilbert,	400 South 2nd Street,Harrisburg,Pa.	" " " 1926
	-OFFICIAL ADDRESS-	
OFFICERS		
President - Samuel Rea,	Broad Street Station,Philada.Pa.	4th Wed.April, 1923
Vice-President & Director W.W.Atterbury,	do	do
do do Geo.D.Dixon,	do	do
do do Henry Tatnall,	do	do
do do A.J.County,	do	do
*Vice-President M.C.Kennedy,	do	do
*Vice-President J.J.Turner,	do	do
*Vice-President & General Counsel-F.I.Gowen,	do	do
Treasurer, Jas.F.Fahnestock,	do	do
Secretary, Lewis Neilson,	do	do

* Appointed by the Board.

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Tuesday, 24th April, 1923.

WITNESS our hands the 10th day of May, A. D. 1922

President.

Secretary.

3

Annual Report for 191

OF THE

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..... Company,

organized under the laws of the State of

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Directors, Officers, &c.

Filed ..... 191.....

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Secretary of State.

FILED

MAY 1[illegible] 1922

Thomas F. Mar[illegible]

SECRETARY OF [illegible]

Chapter 121 of the Laws of 1906.

Annual Report by a FOREIGN Corporation.

The PENNSYLVANIA RAILROAD *Company.*

Organized under the Laws of the State of Pennsylvania

The corporation above named organized under the Laws of the State of Pennsylvania does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is THE PENNSYLVANIA RAILROAD COMPANY

SECOND—The location of the registered office is at No. 26 Exchange Place, ~~XXXX~~, Jersey City, New Jersey, and P.L.Grove, Superintendent, is the agent upon whom process may be served.

THIRD.—The character of the business is Railroad and Transportation.

FOURTH.—The amount of the authorized capital stock is $ 600,000,000. The amount actually issued and outstanding is $499,265,700.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood	512 Walnut Street,Philada.Pa.	4th Tuesday Apl.1927
C.Stuart Patterson	1000 Walnut Street, Philadelphia,Pa.	" " " 1927
Effingham B. Morris	Girard Trust Co., Philadelphia,Pa.	" " " 1926
Chas. E. Ingersoll	Lafayette Bldg., Philadelphia,Pa.	" " " 1924
Samuel Rea	Broad St.Station,Philadelphia,Pa.	" " " 1924
Bayard Henry	Land Title Bldg.,Philadelphia,Pa.	" " " 1925
George H. McFadden	121 Chestnut St.,Philadelphia,Pa.	" " " 1925
Levi L. Rue	421 Chestnut St.,Philadelphia,Pa.	" " " 1926
Clement B.Newbold	511 Chestnut St.,Philadelphia,Pa.	" " " 1927
Howard Heinz	1062 Progress St.N.S.Pbgh.,Pa.	" " " 1925
Edgar C. Felton	Comml.Trust Bldg.,Philadelphia,Pa.	" " " 1924
A.W.Thompson	435 Sixth Ave.,Pittsburgh, Pa.	" " " 1926
Spencer C. Gilbert	400 S.2nd St., Harrisburg, Pa.	" " " 1926
	-OFFICIAL ADDRESS-	
OFFICERS:		
President- Samuel Rea	Broad Street Station,Philada.Pa.	4th Wed.Apl.1924
Vice-Pdt.&Director W.W.Atterbury	do	do
do do Geo.D.Dixon	do	do
do do Henry Tatnall	do	do
do do A.J.County	do	do
*Vice-President M.C.Kennedy	do	do
*Vice-Pdt.&Genl. Counsel C.B.Heiserman	do	do
Treasurer Jas.F.Fahnestock	do	do
Secretary Lewis Neilson	do	do

*Appointed by the Board.

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Tuesday, 22nd April,1924.

WITNESS our hands the 14th day of May, A. D. 1923.

SR _____ President.

LN _____ Secretary.

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RR 442

Annual Report for 191

OF THE

Penn RR.

..... Company,

organized under the laws of the State of

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Directors, Officers, &c.

Filed ..... 191.....

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Secretary of State.

FILED

MAY 17 1923

Thomas J. Martin

SECRETARY OF STATE.

Chapter 121 of the Laws of 1906.

Annual Report by a FOREIGN Corporation.

The PENNSYLVANIA RAILROAD *Company.*

Organized under the Laws of the State of Pennsylvania

The corporation above named organized under the Laws of the State of Pennsylvania does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is THE PENNSYLVANIA RAILROAD COMPANY

SECOND—The location of the registered office is at No. 26 Exchange Place, ~~Street,~~ Jersey City, N.J. and F. D. Davis, Superintendent, is the agent upon whom process may be served.

THIRD.—The character of the business is Railroad and Transportation.

FOURTH.—The amount of the authorized capital stock is $ 600,000,000. The amount actually issued and outstanding is $ 499,265,700.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood	512 Walnut St.,Philada.Pa.	4th Tuesday Apl.1927
C.Stuart Patterson	1000 Walnut St.,Philada.Pa.	" " " 1927
Effingham B.Morris	Girard Trust Co.,Philada.Pa.	" " " 1926
Chas. E.Ingersoll	Lafayette Bldg.,Philada.Pa.	" " " 1928
Samuel Rea	Broad St.Sta.,Philada.Pa.	" " " 1928
Bayard Henry	Land Title Bldg.,Philada.Pa.	" " " 1925
George H.McFadden	121 Chestnut St.,Philada.Pa.	" " " 1925
Levi L. Rue	421 Chestnut St.,Philada.Pa.	" " " 1926
Clement B.Newbold	511 Chestnut St.,Philada.Pa.	" " " 1927
Howard Heinz	1062 Progress St.,N.S.Pbgh.Pa.	" " " 1925
Edgar C. Felton	Comml.Trust Bldg.,Philada.Pa.	" " " 1928
A.W.Thompson	435 Sixth Ave.,Pittsburgh,Pa.	" " " 1926
Jay Cooke	1428 Walnut St.,Philada.Pa.	" " " 1926
	-OFFICIAL ADDRESS-	
OFFICERS:		
President — Samuel Rea	Broad St.Station,Philada.Pa.	4th Wed.Apl.1925
Vice-Pdt.&Director — W.W.Atterbury	do	do
" " — Geo.D.Dixon	do	do
" " — ~~Henry Tatnall~~	do	do
" " — A.J.County	do	do
# Vice-Pdt. — M.C.Kennedy	do	do
# Vice-Pdt &Gen'l. Counsel — C.B.Heiserman	do	do
Treasurer — Jas.F.Fahnestock	do	do
Secretary — Lewis Neilson	do	do

Appointed by the Board.

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Tuesday, 28th April,1925.

WITNESS our hands the 25th day of April, A. D. 1924.

S[illegible] [signature] *President.*

L.N. [signature] *Secretary.*

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Annual Report for 191

OF THE

Penna RK

..... Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed ..... 191....

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Secretary of State.

MAY 2 1924

Thomas F. Martin
SECRETARY OF STATE

Chapter 124 of the Laws of 1900.

Annual Report by a FOREIGN Corporation.

The PENNSYLVANIA RAILROAD *Company.*

Organized under the Laws of the State of Pennsylvania

The corporation above named organized under the Laws of the State of Pennsylvania does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is THE PENNSYLVANIA RAILROAD COMPANY

SECOND—The location of the registered office is at No. 26 Exchange Place, Street, Jersey City, N.J. and F. D. Davis, Superintendent, is the agent upon whom process may be served.

THIRD—The character of the business is Railroad and Transportation.

FOURTH—The amount of the authorized capital stock is $ 600,000,000. The amount actually issued and outstanding is $ 499,265,700.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS.	ADDRESS.	EXPIRATION OF TERM.
George Wood	512 Walnut St., Philada.Pa.	4th Tuesd.Apl.1927
Effingham B. Morris	Girard Trust Co.,Philada.Pa.	" " " 1926
Chas. E. Ingersoll	Lafayette Bldg.,Philada.Pa.	" " " 1928
Samuel Rea	Broad St.Sta.,Philada.Pa.	" " " 1928
Bayard Henry	Land Title Bldg.,Philada.Pa.	" " " 1929
Geo.H.McFadden	121 Chestnut St., Philada.Pa.	" " " 1929
Levi L.Rue	421 Chestnut St.,Philada.Pa.	" " " 1926
Clement B. Newbold	511 Chestnut St.,Philada.Pa.	" " " 1927
Howard Heinz	1062 Progress St.,N.S.Pbgh.Pa.	" " " 1929
Edgar C. Felton	Comml.Trust Bldg.,Philada.Pa.	" " " 1928
A.W.Thompson	435 Sixth Ave.,Pittsburgh,Pa.	" " " 1926
Jay Cooke	1428 Walnut St.,Philada.Pa.	" " " 1926
W. W. Atterbury	Broad St.Sta.,Philada.Pa.	" " " 1927
-ELECTED BY THE BOARD-	-OFFICIAL ADDRESS-	
President - Samuel Rea	Broad St,Sta.Philada.Pa.	4th Wed.Apl.,1926
Vice-Pdt. - W.W.Atterbury	" "	" "
" " and Director - Geo.D.Dixon	" "	" "
" " Henry Tatnall	" "	30th April,1925
" " A.J.County	" "	4th Wed.Apl.1926
" " Elisha Lee	" "	" "
# " M.C.Kennedy	" "	" "
# " & Gen.Counsel-C.B.Heiserman	" "	" "
# " Thos.W.Hulme	" "	" "
# " G.L.Peck	" "	" "
Secretary - Lewis Neilson	" "	" "
Treasurer - Henry H.Lee	" "	" "

Appointed by the Board.

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Tuesday, 27th April, 1926.

WITNESS our hands the 30th day of April, A. D. 1925.

S R *President.*

L N. *Secretary.*

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P.R. 442

Annual Report for 191

OF THE

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..... Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed ..... 191.....

.....

Secretary of State.

FILED

MAY 2 1925

Thomas F. Martin

SECRETARY OF STATE.

Chapter 124 of the Laws of 1900

Annual Report by a FOREIGN Corporation

The PENNSYLVANIA RAILROAD *Company.*

Organized under the laws of the State of Pennsylvania

The corporation above named, organized under the Laws of the State of Pennsylvania, does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is THE PENNSYLVANIA RAILROAD COMPANY

SECOND—The location of the registered office is at No. 26 Exchange Place Street, Jersey City, N.J. and L. K. Marr

is the agent upon whom process may be served.

THIRD—The character of the business is Railroad and Transportation.

FOURTH—The amount of the authorized capital stock is $ 600,000,000. The amount actually issued and outstanding is $ 499,265,700.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS		ADDRESS	EXPIRATION OF TERM
Effingham B. Morris		Girard Trust Co.,Philada.Pa.	4th Tuesd.Apl.1930
Chas.E.Ingersoll		Lafayette Bldg.,Philada.Pa.	" " " 1928
Samuel Rea		Broad St.Sta., Philada.Pa.	" " " 1928
Bayard Henry		Land Title Bldg.,Philada.Pa.	" " " 1929
Geo.H.McFadden		121 Chestnut St.,Philada.Pa.	" " " 1929
Levi L. Rue		421 Chestnut St.,Philada.Pa.	" " " 1930
Howard Heinz		1062 Progress St.NS.Pbgh.Pa.	" " " 1929
Edgar C.Felton		Comml.Trust Bldg.,Philada.Pa.	" " " 1928
A.W.Thompson		435 Sixth Ave.,Pittsburgh,Pa.	" " " 1930
Jay Cooke		1428 Walnut St.,Philada.Pa.	" " " 1930
W.W.Atterbury		Broad St.Sta.,Philada.Pa.	" " " 1927
Charles Day		1600 Walnut St.,Philada.Pa.	" " " 1927
Percival Roberts,Jr.,		Commercial Trust Bldg.,Phila.Pa.	" " " 1927
-ELECTED BY THE BOARD-			
President	W.W.Atterbury	Broad St.Sta.,Philada.Pa.	4th Wed.Apl.1927
VicePdt.&Director	A.J.County	" "	" " " "
" "	Elisha Lee	" "	" " " "
" "	J.L.Eysmans	" "	" " " "
" "	M.C.Kennedy	" "	" " " "
# Vice-President&Gen.Counsel	-CBHeiserman	" "	" " " "
# Vice-President	Thos.W.Hulme	" "	" " " "
# " "	G.L.Peck	" "	" " " "
Secretary	Lewis Neilson	" "	" " " "
Treasurer	Henry H. Lee	" "	" " " "

Appointed by the Board.

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on Tuesday, 26th April, 1927.

WITNESS our hands the 30th day of April, A. D. 1926.

NWA W. W. Atterbury *President.*

LN Lewis Neilson *Secretary.*

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RP 4472

Annual Report for 192

OF THE

Lima Railroad

Co.

..... Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed ....., 192.....

.....

Secretary of State.

MAY 7 1926

Omar T. Martin

SECRETARY OF STATE

Chapter 124 of the Laws of 1900

Annual Report by a FOREIGN Corporation

The PENNSYLVANIA RAILROAD *Company.*

Organized under the laws of the State of Pennsylvania

The corporation above named, organized under the Laws of the State of Pennsylvania, does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is THE PENNSYLVANIA RAILROAD COMPANY

SECOND—The location of the registered office is at No. 26 Exchange Place Street, Jersey City, N.J. and N. B. Pitcairn is the agent upon whom process may be served.

THIRD—The character of the business is Railroad and Transportation.

FOURTH—The amount of the authorized capital stock is $ 600,000,000. The amount actually issued and outstanding is $ 499,265,700.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS		ADDRESS	EXPIRATION OF TERM
Effingham B. Morris		Girard Trust Co., Phila., Pa.	4th Tues. Apl. 1930
Charles E. Ingersoll		Lafayette Bldg., Phila., Pa.	" " " 1928
Samuel Rea		Broad St. Station, Phila., Pa.	" " " 1928
Levi L. Rue		421 Chestnut Street, Phila., Pa.	" " " 1930
Howard Heinz		1062 Progress St., NS., Pitts., Pa.	" " " 1929
Edgar C. Felton		Comml. Trust Bldg., Phila., Pa.	" " " 1928
A. W. Thompson		U.G.I.Co., Brd.& Arch Sts., Phila.	" " " 1930
Jay Cooke		1428 Walnut Street, Phila., Pa.	" " " 1930
W. W. Atterbury		Broad St. Station, Phila., Pa.	" " " 1931
Charles Day		1600 Walnut Street, Phila., Pa.	" " " 1931
Percival Roberts, Jr.		Narberth, Pa.	" " " 1931
John T. Dorrance		2nd & Market Sts., Camden, N.J.	" " " 1929
Richard B. Mellon		Mellon Natl. Bank, Pittsburgh, Pa.	" " " 1929
-ELECTED BY THE BOARD-		-OFFICIAL ADDRESS-	
President	W. W. Atterbury	Broad St. Station, Phila., Pa.	4th Wed. Apl. 1928
Vice-Pres.& Director	A. J. County	" "	" " " "
" "	Elisha Lee	" "	" " " "
" "	J. L. Eysmans	" "	" " " "
" "	M. C. Kennedy	" "	" " " "
#Vice-President	M. W. Clement	" "	" " " "
#Vice-President & Gen. Counsel	C.B.Heiserman	" "	" " " "
#Vice-President	T. W. Hulme	" "	" " " "
# " "	G. L. Peck	" "	" " " "
Treasurer	Henry H. Lee	" "	" " " "
Secretary	Lewis Neilson	" "	" " " "

Appointed by the Board.

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on 24th April, 1928.

WITNESS our hands the 27th day of April, A. D. 1928.

W. W. Atterbury *President.*

Secretary.

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Annual Report for 192

OF THE

.....

..... Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed ....., 192.....

.....

Secretary of State.

FILED

MAY - 2 1927

Joseph F. Fitzpatrick

SECRETARY OF STATE

Chapter 124 of the Laws of 1909

Chapter 124 of the Laws of 1900

Annual Report by a FOREIGN Corporation

The PENNSYLVANIA RAILROAD *Company.*

Organized under the laws of the State of Pennsylvania

The corporation above named, organized under the Laws of the State of Pennsylvania, does hereby make the following report in compliance with the provisions of an act of the Legislature of New Jersey, entitled "An Act Concerning Corporations (Revision of 1896)," and the various acts amendatory thereof and supplemental thereto.

FIRST—The name of the corporation is THE PENNSYLVANIA RAILROAD COMPANY

SECOND—The location of the registered office is at No. 26 Exchange Place ~~Street,~~ Jersey City, N.J. and N. B. Pitcairn is the agent upon whom process may be served.

THIRD—The character of the business is Railroad and Transportation.

FOURTH—The amount of the authorized capital stock is $ 600,000,000. The amount actually issued and outstanding is $ 499,265,700.

FIFTH—The names and addresses of all the Directors and Officers, and the term when the office of each expires, are as follows:

NAMES OF DIRECTORS		ADDRESS	EXPIRATION OF TERM
Effingham B. Morris		Girard Trust Co., Phila., Pa.	4th Tues. Apl. 1930
Charles E. Ingersoll		Lafayette Bldg., Phila., Pa.	" " " 1932
Samuel Rea		Broad St. Station, Phila., Pa.	" " " 1932
Levi. L. Rue		421 Chestnut Street, Phila., Pa.	" " " 1930
Howard Heinz		1062 Progress St., NS, Pitts., Pa.	" " " 1929
Edgar C. Felton		Comml. Trust Bldg., Phila., Pa.	" " " 1932
A. W. Thompson		U.G.I.Co., Brd.& Arch Sts., Phila.	" " " 1930
Jay Cooke		1428 Walnut Street, Phila., Pa.	" " " 1930
W. W. Atterbury		Broad St. Station, Phila., Pa.	" " " 1931
Charles Day		1600 Walnut Street, Phila., Pa.	" " " 1931
Percival Roberts, Jr.		Narberth, Pa.	" " " 1931
John T. Dorrance		2nd & Market Sts., Camden, N.J.	" " " 1929
Richard B. Mellon		Mellon National Bank, Pitts., Pa.	" " " 1929
-ELECTED BY THE BOARD-		-OFFICIAL ADDRESS-	
President	W. W. Atterbury	Broad St. Station, Phila., Pa.	" Wed. " 1929
Vice-Pres.& Director	A. J. County	" "	" " " "
" "	Elisha Lee	" "	" " " "
" "	J. L. Eysmans	" "	" " " "
" "	M. C. Kennedy	" "	" " " "
#Vice-President	M. H. Clement	" "	" " " "
# " &Gen. Counsel	C. B. Heiserman	" "	" " " "
#Vice-President	T. W. Hulme	" "	" " " "
# "	G. L. Peck	" "	" " " "
Treasurer	Henry H. Lee	" "	" " " "
Secretary	Lewis Neilson	" "	" " " "

#Appointed by the Board

SIXTH—The next annual meeting of the stockholders for election of Directors is appointed to be held on 23rd April, 1929.

WITNESS our hands the 25th day of April, A. D. 19 28.

W. W. Atterbury *President.*

Lewis Neilson *Secretary.*

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FILED
MAY 2 - 1928
SECRETARY OF STATE

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Annual Report for 192

OF THE

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..... Company,

organized under the laws of the State of

.....

Directors, Officers, &c.

Filed ....., 192.....

.....

Secretary of State.

Exhibit D-19 of June 12, 1928.

(P. R. R. Company Reports, 1920-1928, Incl.)

Exhibit D-20 of June 13, 1928.

[Face of Check]

WEST JERSEY AND SEASHORE RAILROAD COMPANY
OFFICE OF THE TREASURER

Draft No. 1528 Class 27 Series U

Philadelphia, October 31, 1923

Pay to the order of
CLIFTON REEVES * * * One hundred thirty 49/100 Dollars. $130.49
In full for services rendered as shown on pay roll for SECOND HALF OCTOBER 1923.
Negotiable only when countersigned

WEST JERSEY AND SEASHORE RAILROAD COMPANY
J. F. Fahnestock
Treasurer

To
First National Bank
3-20 Philadelphia, Pa.

Countersigned
D. M. Cull
For Cashier

Todd-Rochester, N. Y. P1 138435
Pd 11/13/23 Bundle No. 10427

[Indorsed]
Clifton Reeves
H. J. Wallace
Pay to the order of any Bank, Banker or Trust Co.
(Prior endorsements guaranteed)
THE UNION BANK
55-405 of Wildwood, N. J. 55-405
Albert F. Lion, Cashier
For deposit in the Franklin National Bank
Prior endorsements guaranteed
3-61 Nov 9 1923 3-61
to the credit of
FIDELITY TRUST COMPANY
FRANKLIN NATIONAL BANK
Philadelphia
Nov 10 1923
Received payment
Through the Clearing House

Exhibit D-21 of June 13, 1928.

[Face of Check]

WEST JERSEY AND SEASHORE RAILROAD COMPANY
OFFICE OF THE TREASURER

Draft No. 2417 Class 27 Series V

Philadelphia, November 15, 1923

Pay to the order of
CLIFTON REEVES * * * One hundred fourteen 27/100 Dollars. $114.27
In full for services rendered as shown on pay roll for FIRST HALF NOVEMBER 1923
Negotiable only when countersigned

WEST JERSEY AND SEASHORE RAILROAD COMPANY
J. F. Fahnestock
Treasurer

To
First National Bank
3-20 Philadelphia, Pa.

Countersigned
D. M. Cull
For Cashier

Todd-Rochester, N. Y. P1. 138435

[Indorsed]
Clifton Reeves
H. J. Wallace
Pay to the order of any Bank, Banker or Trust Co.
(Prior endorsements guaranteed)
THE UNION BANK
55-405 of Wildwood, N. J. 55-405
Albert F. Lion, Cashier
For deposit in the Franklin National Bank
Prior endorsements guaranteed
3-51 Nov 24 1923 3-51
to the credit of
FIDELITY TRUST COMPANY
FRANKLIN NATIONAL BANK
Philadelphia
Nov 26 1923
Received payment
Through the Clearing House

Exhibit D-22 of June 13, 1928.

[Face of Check]

WEST JERSEY AND SEASHORE RAILROAD COMPANY
OFFICE OF THE TREASURER

Draft No. 2287 Class 27 Series W

Philadelphia, November 30, 1923

Pay to the order of
CLIFTON REEVES * * * Ninety Six 05/100 Dollars $96.05
In full for services rendered as shown on pay roll for SECOND HALF NOVEMBER 1923
Negotiable only when countersigned

WEST JERSEY AND SEASHORE RAILROAD COMPANY
J. F. Fahnestock
Treasurer

To
First National Bank
3-20 Philadelphia, Pa.

Countersigned
W. T. Buggy
For Cashier

Todd-Rochester, N. Y. P1 138435
Pd 12/11/23 Bundle No. 10529

[Indorsed]
Clifton Reeves
Pay to the Order of Federal Reserve Bank of Philadelphia
Prior endorsements guaranteed
55-87 Dec 10 1923 55-87
CAMDEN SAFE DEPOSIT & TRUST CO., CAMDEN, N. J.
3-4 Pay to the order of 3-4
Any Bank, Banker or Trust Co.
Prior endorsements guaranteed
FEDERAL RESERVE BANK OF PHILADELPHIA.
THE FEDERAL RESERVE BANK OF PHILADELPHIA
Dec 11, 1923
Received payment
Through the Clearing House.

Exhibit D-23 of June 13, 1928.

[Face of Check]

WEST JERSEY AND SEASHORE RAILROAD COMPANY
OFFICE OF THE TREASURER

Draft No. 1528 Class 27 Series U

Philadelphia, October 31, 1923

Pay to the order of
H. J. WALLACE * * * One hundred fifteen 66/100 Dollars. $115.66
In full for services rendered as shown on pay roll for SECOND HALF OCTOBER 1923.
Negotiable only when countersigned

WEST JERSEY AND SEASHORE RAILROAD COMPANY
J. F. Fahnestock
Treasurer

To
First National Bank
3-20 Philadelphia, Pa.

Countersigned
D. M. Cull
For Cashier

Todd-Rochester, N. Y. P1 138435
Pd 11/13/23 Bundle No. 10427

[Indorsed]
H. J. Wallace
Pay to the order of any Bank, Banker or Trust Co.
(Prior endorsements guaranteed)
THE UNION BANK
55-405 of Wildwood, N. J. 55-405
Albert F. Lion, Cashier
For deposit in the Franklin National Bank
Prior endorsements guaranteed
3-51 Nov 9 1923 3-51
to the credit of
FIDELITY TRUST COMPANY
FRANKLIN NATIONAL BANK
Philadelphia
Nov 10 1923
Received payment
Through the Clearing House

Exhibit D-24 of June 13, 1928.

[Face of Check]

WEST JERSEY AND SEASHORE RAILROAD COMPANY
OFFICE OF THE TREASURER

Draft No. 2953 Class 27 Series V

Philadelphia, November 15, 1923

Pay to the order of
H. J. WALLACE * * * Ninety 94/100 Dollars. $90.94
In full for services rendered as shown on pay roll for FIRST HALF NOVEMBER 1923
Negotiable only when countersigned

WEST JERSEY AND SEASHORE RAILROAD COMPANY
J. F. Fahnestock
Treasurer

To
First National Bank
3-20 Philadelphia, Pa.

Countersigned
W. T. Buggy
For Cashier

Todd-Rochester, N. Y. P1. 138435

[Indorsed]
H. J. Wallace
Pay to the order of any Bank, Banker or Trust Co.
(Prior endorsements guaranteed)
THE UNION BANK
55-405 of Wildwood, N. J. 55-405
Albert F. Lion, Cashier
For deposit in the Franklin National Bank
Prior endorsements guaranteed
3-61 Nov 24 1923 3-61
to the credit of
FIDELITY TRUST COMPANY
FRANKLIN NATIONAL BANK
Philadelphia
Nov 26 1923
Received payment
Through the Clearing House

Exhibit D-25 of June 13, 1928.

[Face of Check]

WEST JERSEY AND SEASHORE RAILROAD COMPANY
OFFICE OF THE TREASURER

Draft No. 2793 Class 27 Series W

Philadelphia, November 30, 1923

Pay to the order of
H. J. WALLACE * * * Ninety two 13/100 Dollars. $92.13
In full for services rendered as shown on pay roll for SECOND HALF NOVEMBER 1923
Negotiable only when countersigned

WEST JERSEY AND SEASHORE RAILROAD COMPANY
J. F. Fahnestock
Treasurer

To
First National Bank
3-20 Philadelphia, Pa.

Countersigned

For Cashier

Todd-Rochester, N. Y. P1. 138435
Pd 12/10/23 Bundle No. 10523

[Indorsed]
H. J. Wallace
Pay to the order of any Bank or Trust Co.
Endorsements guaranteed
3 3
THE MILLVILLE NATIONAL BANK
55-237 Millville, N. J. 55-237
Levi Hindley, Cashier
THE FEDERAL RESERVE BANK
OF PHILADELPHIA
Dec 10 1923
Received payment
Through the Clearing House.
No. 2252

Exhibit D-26 of June 13, 1928.

[Face of Check]

WEST JERSEY AND SEASHORE RAILROAD COMPANY
OFFICE OF THE TREASURER

Draft No. 1952 | Class 27 | Series U

Philadelphia, October 31, 1923

Pay to the order of
W. S. LORD * * * One hundred nineteen 52/100 Dollars. $119.52
In full for services rendered as shown on pay roll for SECOND HALF OCTOBER 1923.
Negotiable only when countersigned

WEST JERSEY AND SEASHORE RAILROAD COMPANY
J. F. Fahnestock
Treasurer

To
First National Bank
3-20 Philadelphia, Pa.

Countersigned
D. M. Cull
For Cashier

Todd-Rochester, N. Y. P1 138435

[Indorsed]
W. S. Lord
H. J. Wallace
Pay to the order of any Bank, Banker or Trust Co.
(Prior endorsements guaranteed)
THE UNION BANK
55-405 of Wildwood, N. J. 55-405
Albert F. Lion, Cashier
For deposit in the Franklin National Bank
Prior endorsements guaranteed
3-61 Nov 9 1923 3-61
to the credit of
FIDELITY TRUST COMPANY
FRANKLIN NATIONAL BANK
Philadelphia
Nov 10 1923
Received payment
Through the Clearing House

Exhibit D-27 of June 13, 1928.

[Face of Check]

WEST JERSEY AND SEASHORE RAILROAD COMPANY
OFFICE OF THE TREASURER

Draft No. 2842 Class 27 Series V

Philadelphia, November 15, 1923

Pay to the order of
W. S. LORD * * * One hundred sixteen 51/100 Dollars. $116.51.
In full for services rendered as shown on pay roll for FIRST HALF NOVEMBER 1923
Negotiable only when countersigned

WEST JERSEY AND SEASHORE RAILROAD COMPANY
J. F. Fahnestock
Treasurer

To
First National Bank
3-20 Philadelphia, Pa.

Countersigned
W. T. Buggy
For Cashier

Todd-Rochester, N. Y. P1. 138435

[Indorsed]
W. S. Lord
H. J. Wallace
Pay to the order of any Bank, Banker or Trust Co.
(Prior endorsements guaranteed)
THE UNION BANK
55-405 of Wildwood, N. J. 55-405
Albert F. Lion, Cashier
For deposit in the Franklin National Bank
Prior endorsements guaranteed
3-61 Nov 24 1923 3-61
to the credit of
FIDELITY TRUST COMPANY
FRANKLIN NATIONAL BANK
Philadelphia
Nov 26 1923
Received payment
Through the Clearing House

Exhibit D-28 of June 13, 1928.

[Face of Check]

WEST JERSEY AND SEASHORE RAILROAD COMPANY
OFFICE OF THE TREASURER

Draft No. 1906 Class 27 Series U

Philadelphia, October 31, 1923

Pay to the order of
R. S. ENNIS * * * One hundred six 83/100 Dollars. $106.83.
In full for services rendered as shown on pay roll for SECOND HALF OCTOBER 1923.
Negotiable only when countersigned

WEST JERSEY AND SEASHORE RAILROAD COMPANY
J. F. Fahnestock
Treasurer

To
First National Bank
3-20 Philadelphia, Pa.
Todd-Rochester, N. Y. P1. 138435

Countersigned
D. M. Cull

Pd 11/13/23 Bundle No. 10427

[Indorsed]
R. S. Ennis
H. J. Wallace
Pay to the order of any Bank, Banker or Trust Co.
(Prior endorsements guaranteed)
THE UNION BANK
55-405 of Wildwood, N. J. 55-405
Albert F. Lion, Cashier
For deposit in the Franklin National Bank
Prior endorsements guaranteed
3-51 Nov 9 1923 3-51
to the credit of
FIDELITY TRUST COMPANY
FRANKLIN NATIONAL BANK
Philadelphia
Nov 10 1923
Received payment
Through the Clearing House

Exhibit D-29 of June 13, 1928.

[Face of Check]

WEST JERSEY AND SEASHORE RAILROAD COMPANY
OFFICE OF THE TREASURER

Draft No. 2796 Class 27 Series V

Philadelphia, November 15, 1923

Pay to the order of
R. S. ENNIS * * * One hundred nine 01/100 Dollars. $109.01
In full for services rendered as shown on pay roll for FIRST HALF NOVEMBER 1923
Negotiable only when countersigned

WEST JERSEY AND SEASHORE RAILROAD COMPANY
J. F. Fahnestock
Treasurer

To
First National Bank
3-20 Philadelphia, Pa.

Countersigned
W. T. Buggy
For Cashier

Todd-Rochester, N. Y. P1 138435

[Indorsed]
R. S. Ennis
H. J. Wallace
Pay to the order of any Bank, Banker or Trust Co.
(Prior endorsements guaranteed)
THE UNION BANK
55-405 of Wildwood, N. J. 55-405
Albert F. Lion, Cashier
For deposit in the Franklin National Bank
Prior endorsements guaranteed
Nov 24 1923
to the credit of
FIDELITY TRUST COMPANY
FRANKLIN NATIONAL BANK
Philadelphia
Nov 26 1923
Received payment
Through the Clearing House

Exhibit D-30 of June 13, 1928.

[Face of Check]

WEST JERSEY AND SEASHORE RAILROAD COMPANY
OFFICE OF THE TREASURER

Draft No. 1568 Class 27 Series U

Philadelphia, October 31, 1923

Pay to the order of
C. W. STEELMAN * * * One hundred eighty one 82/100 Dollars. $181.82
In full for services rendered as shown on pay roll for SECOND HALF OCTOBER 1923.
Negotiable only when countersigned

WEST JERSEY AND SEASHORE RAILROAD COMPANY
J. F. Fahnestock
Treasurer

To
First National Bank
3-20 Philadelphia, Pa.

Countersigned
D. M. Cull
For Cashier

Todd-Rochester, N. Y. P1. 138435

[Indorsed]
C. W. Steelman
Pay to the Order of Federal Reserve Bank of Philadelphia
Prior endorsements guaranteed
55-86 Nov 9 1923 55-86
CAMDEN SAFE DEPOSIT & TRUST CO., CAMDEN, N. J.
3-4 Pay to the order of 3-4
Any Bank, Banker or Trust Co.
FEDERAL RESERVE BANK OF PHILADELPHIA.
THE FEDERAL RESERVE BANK OF PHILADELPHIA
Nov 10 1923
Received payment
Through the Clearing House.

Exhibit D-31 of June 13, 1928.

[Face of Check]

WEST JERSEY AND SEASHORE RAILROAD COMPANY
OFFICE OF THE TREASURER

Draft No. 2457 Class 27 Series V

Philadelphia, November 15, 1923

Pay to the order of
C. W. STEELMAN * * * One hundred twenty nine 96/100 Dollars. $129.96
In full for services rendered as shown on pay roll for FIRST HALF NOVEMBER 1923
Negotiable only when countersigned

WEST JERSEY AND SEASHORE RAILROAD COMPANY
J. F. Fahnestock
Treasurer

To
First National Bank
3-20 Philadelphia, Pa.

Countersigned
D. M. Cull
For Cashier

Todd-Rochester, N. Y. P1. 138435

[Indorsed]
C. W. Steelman
Pay to the Order of Federal Reserve Bank of Philadelphia
Prior endorsements guaranteed
55-87 Nov 24 1923 55-87
CAMDEN SAFE DEPOSIT & TRUST CO., CAMDEN, N. J.
3-4 Pay to the order of 3-4
Any Bank, Banker or Trust Co.
Prior endorsements guaranteed
FEDERAL RESERVE BANK OF PHILADELPHIA.
THE FEDERAL RESERVE BANK OF PHILADELPHIA
Nov 26 1923
Received payment
Through the Clearing House.

Exhibit D-32 of June 13, 1928.

[Face of Check]

WEST JERSEY AND SEASHORE RAILROAD COMPANY
OFFICE OF THE TREASURER

Draft No. 2327 Class 27 Series W

Philadelphia, November 30, 1923

Pay to the order of
C. W. STEELMAN * * * One hundred sixty six 93/100 Dollars. $166.93
In full for services rendered as shown on pay roll for SECOND HALF NOVEMBER 1923
Negotiable only when countersigned

WEST JERSEY AND SEASHORE RAILROAD COMPANY
J. F. Fahnestock
Treasurer

To
First National Bank
3-20 Philadelphia, Pa.

Countersigned
W. T. Buggy
For Cashier

Todd-Rochester, N. Y. P1. 138435

[Indorsed]
C. W. Steelman
Pay to the Order of Federal Reserve Bank of Philadelphia
Prior endorsements guaranteed
55-87 Dec 10 1923 55-87
CAMDEN SAFE DEPOSIT & TRUST CO., CAMDEN, N. J.
3-4 Pay to the order of 3-4
Any Bank, Banker. or Trust Co.
Prior endorsements guaranteed
FEDERAL RESERVE BANK OF PHILADELPHIA.
THE FEDERAL RESERVE BANK OF PHILADELPHIA
Dec 11, 1923
Received payment
Through the Clearing House.

Exhibit D-33 of June 13, 1928.

THIS AGREEMENT made and entered into this twenty-sixth day of January, A. D. 1906, by and between the ATLANTIC CITY RAILROAD COMPANY, a corporation of the State of New Jersey, party of the first part, hereinafter called ATLANTIC COMPANY, and the WEST JERSEY AND SEASHORE RAILROAD COMPANY, a corporation of the State of New Jersey, party of the second part, hereinafter called WEST JERSEY COMPANY, for the purpose of granting to the West Jersey Company trackage rights over and the use of that portion of the Cape May Branch of the Atlantic Company between Winslow Junction and Woodbine, WITNESSETH, that in consideration of the mutual covenants, provisions and grants hereinafter contained, each of the parties hereto does hereby covenant and agree, for itself, its successors and assigns, as follows:

Connections with railroad of Atlantic Co. at Winslow Jc. and Woodbine.

FIRST:—The West Jersey Company hereby agrees to forthwith construct suitable connecting tracks between its Atlantic City and Cape May Divisions, so as to form junctions with the railroad of the Atlantic Company, at or near Winslow Junction, in Camden County, and at or near Woodbine Station, in Cape May County, New Jersey, respectively, and thereafter maintain the same.

Cape May Branch double tracked between Winslow Jc. and Woodbine.

SECOND:—That in order to permit the West Jersey Company to exercise the trackage privileges hereinafter granted, the Atlantic Company will forthwith double track that portion of its Cape May Branch between the said respective junctions at or near Winslow Junction in Camden County and Woodbine Station, in Cape May County, New Jersey, and construct the necessary

signalling apparatus and other appurtenances and facilities required in connection with the use thereof, and upon the completion thereof shall and will, and does hereby, grant unto the said West Jersey Company the right (in conjunction with the Atlantic Company and any other parties to whom the latter Company may grant similar rights) to connect with the said railroad of the Atlantic Company at or near the said Winslow Junction, and at or near the said Woodbine Station, and the right to use the said railroad between the points hereinbefore recited, a distance of about 31.2 miles, as shown on the plan hereto attached marked "Exhibit A" and made a part of this agreement, and to move thereover its cars propelled by its own engines for the transportation of freight and passenger traffic, but not for the purpose of carrying passenger or freight traffic to any point or points between the said junctions at Winslow Junction and Woodbine.

Additions and improvements.

THIRD:—The Atlantic Company will, from time to time, add to the said double tracked portion of its said railroad and property to be used by the West Jersey Company, such additional tracks and other facilities as from time to time shall be agreed upon between the parties hereto as necessary or proper in order to enable the West Jersey Company to move its cars and engines thereover safely and promptly.

Additions and improvements for exclusive use of West Jersey Co.

FOURTH:—The Atlantic Company will, when requested by the West Jersey Company, also add from time to time to the said portion of the said railroad and property such additional tracks, improvements and facilities as from time to time shall be agreed upon between the parties hereto

as being requisite and proper for the exclusive use and movement thereover of the traffic of the West Jersey Company.

FIFTH:—The West Jersey Company hereby agrees to avail itself of the trackage rights and use hereby granted under and subject to the terms, conditions and stipulations of this agreement, and to pay to the Atlantic Company annually, (but in monthly instalments as hereinafter provided), as rental or compensation for such trackage rights and use:— Rental.

(*a*) a sum equivalent to one-half of the interest at the rate of four per centum (4%) per annum upon the value of that portion of the said railroad and appurtenances of the ATLANTIC COMPANY between Winslow Junction and Woodbine, which is to be available for the movement thereover of such through traffic, which value shall be determined as follows:—

A valuation and appraisement of said portion of said railroad and appurtenances as they presently exist shall be forthwith made, after careful inspection thereof by them, by engineers to be appointed by each of the parties hereto, which valuation and appraisement shall be certified to by said engineers, and a copy of such certification shall be delivered to each of the parties hereto; and, to the valuation thus obtained, shall be added the actual cost to the Atlantic Company of the completion and construction of the additional tracks and appurtenances, including cost of right of way, provided to be done by the ATLANTIC COMPANY under Article Second hereof.

(*b*) a sum equivalent to one-half the interest, at the rate of four per centum (4%) per annum on

the agreed cost of all additions, extensions, improvements and betterments which in pursuance of Article Third hereof, may be from time to time hereafter made to said portion of the said railroad and appurtenances from the date of the completion of the double tracking thereof.

(*c*) a sum equivalent to four per centum (4%) per annum on the agreed cost of all additions, extensions, improvements and betterments which in pursuance of Article Fourth hereof, may be made, from time to said portion of said railroad and appurtenances.

(*d*) a sum equivalent to that proportion of the cost and expense of maintenance and operation of said portion of said railroad, appurtenances and the additions and improvements thereto, used in conjunction with the Atlantic Company as aforesaid, which the car and engine mileage of the West Jersey Company thereover in each year shall bear to the whole car and engine mileage thereover in such year, taxes and cost of insurance to be included in maintenance and operation;

(*e*) also a sum equivalent to the entire cost and expense of maintenance and operation of all such further tracks, extensions, improvements and betterments made for the exclusive use of the West Jersey Company, including taxes and insurance.

Trackage rights granted other parties shall work reduction in rental.

SIXTH:—In the event of the use of the said portion of the railroad and facilities of the Atlantic Company by any party or parties other than the West Jersey Company, and the ATLANTIC COMPANY, all amounts received by the Atlantic Company for such use shall be applied to equitably and proportionately reduce the rental to be paid by the West

Jersey Company under this agreement, but the Atlantic Company shall not grant to any other party or parties any rights thereon or thereover which will interfere with the proper use thereof as herein contemplated by the West Jersey Company.

SEVENTH:—The Atlantic Company shall provide for the running over its line of railroad of such trains as the West Jersey Company shall desire to run under this agreement, and as nearly in accordance with the wishes of the said West Jersey Company as the same can be done without interfering with the trains of the Atlantic Company of the same class, and shall, when requested, place the said trains of the West Jersey Company upon its time-tables, and in arranging time-tables the Atlantic Company shall not discriminate against the trains of the West Jersey Company, but shall give them equal rights with its own trains of the same class.

Operating regulations.

The trains, engines and employes of the West Jersey Company, while upon the line of railroad of the Atlantic Company, shall be subject to the regulations and to the orders of its Superintendent, or other proper officers; and, to secure uniformity in time, rules and signals, the said West Jersey Company agrees to adopt the standard time, train rules and signals that may be in use from time to time by the Atlantic Company.

Train classification without discrimination.

EIGHTH:—In the exercise of the privileges conferred by this agreement, the Atlantic Company and the West Jersey Company respectively, shall be severally and not jointly responsible for the loss or damage which may be caused by the fault of employes solely in its service, or by defect in its

Damage liability.

own equipment, whether the same shall occur to persons or property, and if any loss or damage shall so arise, the party responsible for the same shall fully protect the other against all loss or expense by reason thereof, except that it is further agreed that the West Jersey Company shall assume all risk and liability for injury to its employes, or to third persons, or for damage to its own property or to property of the third persons, from any accident happening in, about or incident to the operation of its trains, business or traffic on account of any defects in the right of way, roadbed, tracks, bridges, culverts or other facilities connected therewith.

Superintendents, managers, agents, telegraph operators, train dispatchers, section foremen, or laborers, watchmen, switchmen, or any other person subordinate to the President of the Atlantic Company employed in, or charged with, the maintenance or care of or operation of the property aforesaid, shall, in respect to the liability of the parties operating said line to each other or to third persons, growing out of the fault or neglect of such officers, agents or employes, be deemed and held to be the sole servants of the parties to or upon or in connection with whose trains, business, traffic or property any loss or damage may have occurred. Where loss or damage to their property is sustained by the parties hereto through their joint negligence, then the Atlantic Company or the West Jersey Company shall bear its own loss, but loss or damage sustained by the public by such joint negligence, shall be borne equally by the said Companies, but it is mutually understood and agreed that all or any of such superintendents, managers, agents, telegraph operators, train dis-

patchers, section foremen, or laborers, watchmen, switchmen, or any other person subordinate to the President of the Atlantic Company employed in or charged with, the maintenance or care of, or operation of, the property aforesaid, who, under the operation of the preceding clause of this article, may be deemed and held at any time to be the sole servants of either the Atlantic Company or the West Jersey Company, shall be removed from such service upon the demand of the General Manager of the other parties when sufficient cause is given for such demand; but such removal shall not prevent the employment of such person in other service than that provided for under this agreement.

Rental payments, how made.

NINTH:—All trackage rental or compensation prescribed in and by this agreement shall begin when the said double tracking is completed and ready for operation, and the interest payments on the agreed cost of all additions, extensions, improvements and betterments to be made for joint or exclusive use as hereinbefore recited, shall begin when the same shall have been constructed and ready for use, and shall be paid in monthly instalments for each month on or before the twentieth day of the succeeding month. For this purpose statements or bills shall be rendered not later than the fifteenth day of the month succeeding that in which the construction shall have been completed, ready for use, and such bill shall be paid not later than five days thereafter.

If any dispute shall arise as to the payment to be made under this agreement, each party shall have the right to examine the books and records of the other to establish the correctness of the settlement required to be made thereunder.

Arbitration.

TENTH:—In case of any difference or dispute arising under this agreement, the parties hereto agree to submit the same to two arbitrators, one of whom shall be appointed by the Atlantic Company and the other by the West Jersey Company, and if these arbitrators cannot agree they shall select a third disinterested competent party, and their decision, or that of a majority of them, shall be final and conclusive between the said Companies. And in case either of the said Companies shall fail to appoint an arbitrator as aforesaid, for the period of twenty days after written notice given by the other Company to make such appointment, then and in that event the arbitrator appointed by the Company not in default shall appoint an arbitrator of like experience and skill for the defaulting Company, and the said two arbitrators so appointed shall select a third arbitrator, and the three so chosen shall hear and decide such differences, and their decisions, or that of a majority of them, shall be final and conclusive upon the Companies, parties to this agreement.

Term.

ELEVENTH:—This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, as well as the parties themselves, and shall continue in full force and effect for the term of twenty-five (25) years from the date hereof, and thereafter until terminated by one year's written notice from either party to the other.

Additional agreements.

TWELFTH:—Such other and further provisions shall be mutually made by and between the Atlantic Company and the West Jersey Company as may be necessary to carry into effect the purposes of

this agreement, and the same shall be from time to time set forth in duly executed agreements.

In Witness Whereof the Atlantic Company and the West Jersey Company have caused their corporate seals, duly attested, to be hereunto affixed, the day and year first hereinbefore written.

Signed, sealed and delivered in the presence of us:

[Seal Atlantic City Railroad Company.]

Atlantic City Railroad Company

By

Geo. F. Baer,
President.

Attest:

W. R. Taylor,
Secretary.

West Jersey and Seashore Railroad Company,

By

Sam'l Rea,
Vice-President.

[Seal West Jersey and Seashore Railroad Company.]

Attest:

J. M. Harding,
Secretary.

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

BE IT REMEMBERED, That on the fifth day of February, A. D. 1906, before me a Master in Chancery of New Jersey, personally appeared W. R. Taylor, who, being duly sworn according to law, on his oath saith that he is Secretary of the Atlantic City Railroad Company, one of the parties named in the above agreement; that he knows the seal of the said Company, and that the seal affixed to the said agreement is the common or corporate seal of the said Company; that George F. Baer is the President of the said Company; that this deponent saw the said George F. Baer sign, seal and deliver the said agreement as the voluntary act and deed of the said Company, he being thereunto duly authorized by a resolution of the Board of Directors of the said Company, adopted at a meeting of the said Board, held on the fifth day of February, A. D. 1906, and that this deponent thereupon signed his name to the same as an attesting witness.

W. R. TAYLOR.

Sworn to and subscribed before me, at Philadelphia, the day and year aforesaid.

THOMAS P. CRULEY,
Master in Chancery of New Jersey.

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

BE IT REMEMBERED, That on the thirteenth day of January, A. D. 1906, before me a Master in Chancery of New Jersey, personally appeared J. M. Harding who, being duly sworn according to law, on his oath saith that he is Secretary of the West Jersey and Seashore Railroad Company, one of the parties named in the above agreement; that he knows the seal of the said Company, and that the seal affixed to the said agreement is the common or corporate seal of the said Company; that Samuel Rea is the Vice-President of the said Company; that this deponent saw the said Samuel Rea sign, seal and deliver the said agreement as the voluntary act and deed of the said Company, he being thereunto duly authorized by a resolution of the Board of Directors of the said Company, adopted at a meeting of the said Board, held on the twenty-sixth day of January, A. D. 1906, and that this deponent thereupon signed his name to the same as an attesting witness.

J. M. HARDING.

Sworn to and subscribed before me, at Philadelphia, the day and year aforesaid,

HUGH B. ELY,
Master in Chancery of New Jersey.

Exhibit D-34 of June 13, 1928.

THIS AGREEMENT, Made this 12th day of May, in the year of our Lord one thousand nine hundred and nine (A. D. 1909), between THE PENNSYLVANIA RAILROAD COMPANY, as Lessee of the works and property of The United New Jersey Railroad and Canal Company (hereinafter called "Pennsylvania Company"), party of the first part, and the WEST JERSEY & SEASHORE RAILROAD COMPANY (hereinafter called "West Jersey Company"), party of the second part.

WHEREAS, The Pennsylvania Company maintains and operates a passenger terminal, and a freight terminal, with the tracks and facilities connected therewith in the City of Camden, New Jersey, between the Delaware River and a point where the Cooper's Point Branch of the West Jersey Company crosses the Amboy Division near Carmen and Tenth Streets in said City, within the areas as indicated on the plan hereto attached and made part hereof, marked "Plan to accompany Camden Terminal agreement—1909," which are used conjointly with the Pennsylvania Company, by the West Jersey Company.

AND WHEREAS, West Jersey Company maintains and operates a passenger terminal, and tracks and facilities connected therewith used for its electric line, but located within the boundaries aforesaid, and located in part on land of the Pennsylvania Company, and so closely paralleling and adjoining the said passenger terminal, tracks and facilities of the Pennsylvania Company, as shown upon said plan, that for convenience in operation and accounting it should be included in and brought under the terms of this agreement;

And Whereas, Both Companies desire to enter into an agreement for the maintenance, operation and use of the said passenger and freight terminals, tracks and facilities, and the rental to be paid by the Using Companies.

Now, Therefore, This Agreement Witnesseth, That in consideration of the premises, and of the agreements, covenants and undertakings on the part of each party hereto to be observed, kept and performed, it is hereby mutually covenanted, stipulated and agreed by and between the parties hereto as follows:—

First.—The Pennsylvania Company has granted, and does hereby grant, to the West Jersey Company the right to use, (in conjunction with itself and any other party or parties to whom it may hereafter grant similar rights), that portion of its railroad property in the City of Camden, N. J., comprising said passenger terminal and freight station, with the necessary tracks and facilities connected therewith, (valued for the purposes of this agreement to December 31, 1908, at $4,729,152.47) and which are included in the areas indicated on the said plan, and to move therein, thereon and thereover, propelled by its own engines, its passenger, baggage, mail, express, freight and other cars upon, under and subject to the terms, conditions and stipulations of this agreement.

Second.—The West Jersey Company hereby places under the terms of this agreement that part of its electric line tracks, facilities and terminal (valued for the purposes of this agreement to December 31, 1908, at $918,176.23,) and which are included in the areas indicated on the plan hereto

attached, and hereby agrees that when the Pennsylvania Company so desires it will grant, and does hereby grant, to Pennsylvania Company the right to use the same (in conjunction with itself and with any other party or parties to whom it may hereafter grant similar rights,) and to move therein, thereon and thereover its passenger, baggage, mail, express, and other cars under and subject to the terms, conditions and stipulations of this agreement.

THIRD.—The Pennsylvania Company and West Jersey Company, respectively, will, from time to time, add to the said portions of their railroad comprising said passenger and freight terminals, with the tracks and facilities connected therewith, such further tracks and facilities as in the judgment of each Owning Company shall be necessary to properly and promptly handle the traffic.

FOURTH.—The West Jersey Company hereby accepts the said grants from the Pennsylvania Company, and hereby covenants and agrees to use and avail of the rights and privileges conferred by this agreement, upon, under and subject to the said terms, conditions and stipulations herein contained, and hereby agrees to pay to the Pennsylvania Company as rental in each and every year during the continuance of this agreement, in monthly instalments as hereinafter provided, for the use of the Passenger Terminal and Freight Station, with the tracks and facilities connected therewith within the said area,

(*a*) A sum equivalent to one-half of the interest, at the rate of 4% per annum, on the said agreed value.

(*b*) A sum equivalent to one-half of the interest, at the rate of 4% per annum, on the cost of all additions, extensions, improvements and betterments, which may be made thereto;

(*c*) A sum equivalent to that proportion of the cost of maintenance and operation of said passenger terminal, tracks and facilities and cost and expenses of maintenance and operation of the additions, extensions, improvements and betterments thereto, taxes and cost of insurance to be included in maintenance and operation, which the number of its passenger engines and passenger, baggage, mail, and express cars handled therein, thereon and thereover in each year shall bear to the total number of passenger engines and passenger, baggage, mail and express cars handled therein, thereon and thereover in such year, the electrical equipment of the West Jersey Company to be included in the said computations.

(*d*) A sum equivalent to that proportion of the cost of maintenance and operation of said freight station, tracks and facilities and cost and expense of maintenance and operation of the additions, extensions, improvements and betterments thereto, taxes and cost of insurance to be included in maintenance and operation, which the number of tons of freight, and number of freight cars, handled by, or for, it therein, thereon and thereover in each year, shall bear to the total number of tons of freight, and total number of freight cars, handled therein, thereon and thereover in such year, the tonnage basis to apply to the Freight and Transfer Stations, and the car basis to the balance of the freight facilities.

The "insurance" designated above does not, and shall not, include any charge for the insurance of

rolling stock against fire loss, but the latter must be borne and paid by the Company owning such rolling stock, or in whose service the rolling stock is employed.

FIFTH.—In the event of the use of the said passenger terminals and freight station, with the tracks and facilities connected therewith, by any party or parties other than the parties hereto, all amounts received on account thereof, and from the renting of station privileges of all kinds, shall be applied to equitably and proportionately reduce the rental to be paid under this agreement, but there shall not be granted to any other party or parties any rights therein, thereon and thereover which will interfere with the proper use thereof as herein contemplated.

SIXTH.—The rental for the use of the facilities herein contemplated as hereinbefore stipulated, shall be paid in monthly instalments.

The bills against the West Jersey Company therefor shall be rendered not later than the twentieth day of each month for the business of the preceding month, and payment thereof, without abatement, shall be made not later than the last business day of each calendar month in which the bill is rendered. If any question or dispute shall arise as to any of such bills, either Company shall have the right to examine the books and records of the other to verify the settlement required to be made thereunder, but such dispute shall not delay the payment of bills as rendered, and any adjustment necessary by reason thereof shall be made in the accounts of subsequent months.

SEVENTH.—The Pennsylvania Company shall provide for the movement, over and upon said

portions of its railroad and facilities of such trains of the West Jersey Company as the latter Company shall desire to move under this agreement, and as nearly in accordance with its wishes as the same can be done without unreasonably interfering with trains of the same class of the Pennsylvania Company, and shall, if necessary, place such trains of the West Jersey Company upon its schedules; and in arranging schedules the Pennsylvania Company shall not discriminate against the trains of the West Jersey Company, but shall give equal rights to all trains of the same class.

The trains, engines and employes of the West Jersey Company, while upon and in the said terminals, tracks and facilities of the Pennsylvania Company, shall be subject to the regulations and orders of the Superintendent or other proper officer of that Company, and to secure uniformity in time, rules and signals, the West Jersey Company agrees to adopt on said line the standard time, train rules and signals that may be in use from time to time by the Pennsylvania Company.

EIGHTH.—The electric line, passenger terminal, and the tracks and facilities of the West Jersey Company within the said areas shall be operated and maintained under the provisions contained in this agreement.

NINTH.—All claims for loss or damage arising from, or in connection with, the administration and operation of the said property covered by this agreement, and from the conduct or neglect of the officers, agents, or employes connected therewith, and all suits based thereon, which may be instituted against the parties hereto, or either thereof,

shall be adjusted or otherwise disposed of, by the Company operating and maintaining the railroad upon which the loss or damage was sustained, viz: by the Pennsylvania Company for the terminals, tracks and facilities described in Article "First" hereof, and by the West Jersey Company for those described in Article "Second" hereof. All moneys paid, or payable, on account thereof shall be considered and charged as part of the cost of maintenance and operation and included in the monthly accounts thereof, and the same shall be apportioned between the respective parties as provided in Article "Fourth" hereof with respect to expenses of maintenance and operation.

But all claims for losses or damages resulting from the conduct or neglect of employes solely in the service of one of the parties hereto, or from defective equipment owned by it, shall be adjusted, defended, or otherwise disposed of, by the Company operating and maintaining the railroad property upon which the loss or damage was sustained, as hereinbefore set forth, but the cost thereof shall be entirely borne and paid by the party whose employes are at fault, or whose equipment is defective.

TENTH.—In case of any difference or dispute arising under this agreement the parties hereto agree to submit the same to two arbitrators, one of whom shall be appointed by the Pennsylvania Company and the other by the West Jersey Company, and if these two arbitrators cannot agree they shall select a third disinterested and competent person, and their decision, or that of a majority of them, shall be final and conclusive between the said parties. In case either of the said

parties shall fail to appoint an arbitrator as aforesaid for the period of twenty days after written notice given by the other party to make such appointment, then and in that event the arbitrator appointed by the party not in default shall appoint an arbitrator of like experience and skill for the defaulting party, and the said two arbitrators so appointed shall select a third arbitrator, and the three so chosen shall hear and decide such difference, and their decision, or that of a majority of them, shall be final and conclusive upon the parties to this agreement.

ELEVENTH.—This agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto, as well as the parties themselves, and shall be effective from and as of January 1, 1909, and shall continue in full force and effect for the term of fifty years from that date, and thereafter for a similar period of fifty years unless terminated at the end of the first period of fifty years by two years' written notice from either party to the other.

IN WITNESS WHEREOF, The said parties have caused their respective corporate seals, duly at-

tested, to be hereunto affixed, the day and year first hereinbefore written.

Signed, sealed and delivered in the presence of:

THE PENNSYLVANIA RAILROAD COMPANY,

By

[Seal The Pennsylvania Railroad Company.]

JAMES McCREA,
President.

Attest:

LEWIS NEILSON,
Secretary.

WEST JERSEY & SEASHORE RAILROAD COMPANY,

By

[Seal West Jersey and Seashore Railroad Company.]

W. W. ATTERBURY,
5th Vice-President.

Attest:

J. M. HARDING,
Secretary.

Exhibit D-35 of June 13, 1928.

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OF THE

BY-LAWS AND ORGANIZATION

FOR

CONDUCTING THE BUSINESS

OF THE

WEST JERSEY & SEASHORE RAILROAD COMPANY

October, 1923.

REGIONAL ORGANIZATION.

UNDER THE SUPERVISION OF THE VICE-PRESIDENT IN CHARGE OF OPERATION.

The Railroads owned, controlled and operated by the Company shall be in charge of a Regional Vice-President.

VICE-PRESIDENT.

Staff.

GENERAL MANAGER.
*TRAFFIC MANAGER.
†TREASURER.
*REAL ESTATE AGENT.
*PURCHASING AGENT.
*REGIONAL ACCOUNTANT.

1. The operation of the railroad lines shall be under the direct supervision of the Regional Vice-President, who shall be responsible for the proper observance of all rules and regulations established by the Board of Directors, the President and the System Vice-Presidents in charge of the respective Departments, and for adherence to the stand-

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*Reporting to System and Regional Officers.
†Treasurer serves on staff of Regional Vice-President in cooperative capacity.

ards and methods of the Company for the transaction of its business.

2. All officers of the Region shall report to and receive instructions from the Regional Vice-President; and those reporting also to System officers shall be governed by the instructions issued directly to them by the System Vice-Presidents or the heads of the System Departments under their supervision.

3. The Regional Vice-President shall submit, as promptly as practicable after the first of May of each year, a roster as of that date, giving the name, title, location, and salary of each officer under his jurisdiction.

OPERATING DEPARTMENT.

GENERAL MANAGER.

Staff.

ASSISTANT GENERAL MANAGER.
ASSISTANTS TO THE GENERAL MANAGER.
*GENERAL SUPERINTENDENT OF TRANSPORTATION.
*GENERAL SUPERINTENDENT OF MOTIVE POWER.
CHIEF ENGINEER OF MAINTENANCE OF WAY.
SUPERINTENDENT OF TELEGRAPH AND SIGNALS.
GENERAL SUPERINTENDENT.
*GENERAL STOREKEEPER.

1. The General Manager shall be responsible for the operation and maintenance of the railroads, and report to the Regional Vice-President as to their condition.

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* Reporting to System and Regional Officers.

Exhibits.

2. He shall have authority, with the approval of the Regional Vice-President, to order through the Purchasing Department, machinery, tools, and materials for the roadway and shops, for repairing rolling and floating equipment, and for all other requirements of operation and maintenance, and shall designate in writing the officers who shall have authority to make requisition for the same.

3. He shall, in his discretion or upon notice from the Accounting Department of irregularties in, or neglect of duty in connection with accounts or the handling of the money of the Company, or by order of a superior officer, direct the removal or suspension of any officer or employee under his jurisdiction.

4. He may be aided by an Assistant General Manager and Assistants to the General Manager.

GENERAL SUPERINTENDENT OF TRANSPORTATION.

Staff.

ASSISTANTS TO THE GENERAL SUPERINTENDENT OF TRANSPORTATION.
SUPERINTENDENTS OF TRANSPORTATION.
SUPERINTENDENTS OF STATIONS AND TRANSFERS.

1. The General Superintendent of Transportation shall have supervision of the movement of all traffic, passenger and freight, distribution of the car equipment, the weighing of freight cars, the manner of handling freight at stations, the installation and maintenance of scales, and the methods employed in weighing freight.

2. He shall make recommendations from time to time to the General Manager in regard to such

additional facilities as may be required to improve the movement of the traffic.

3. He shall see that all equipment employed in passenger train service, including sleeping, parlor and dining cars, meets the established requirements and is kept in proper condition.

4. He may be aided by Superintendents of Transportation—freight and passenger; and by a Superintendent of Stations and Transfers.

GENERAL SUPERINTENDENT OF MOTIVE POWER.

1. The General Superintendent of Motive Power shall have supervision and control of the motive power and other equipment insofar as may be necessary to insure the efficiency thereof and the adherence to the standards and practices of the Company. In the performance of his duties, he shall visit the various shops from time to time and shall make such recommendations to the General Superintendent as may be necessary for the efficiency and economy of the service.

CHIEF ENGINEER OF MAINTENANCE OF WAY.

1. The Chief Engineer of Maintenance of Way shall have supervision of maintenance of way and be responsible for adherence to standards.

2. He shall have charge of all engineering and construction work connected with the enlargement or reconstruction of existing facilities, except such as may be assigned to the Chief Engineer by the Vice-President in charge of Operation.

3. He shall furnish the General Superintendent with copies of standard drawings and specifications and also such instructions as may be required to insure adherence thereto.

4. He shall keep himself informed of the physical condition of the railroad, and shall from time to time make such suggestions to the General Superintendent as may be necessary to promote the efficiency and economy of the service.

5. He shall furnish the Engineer of Bridges and Buildings from time to time such reports as may keep him fully advised of the condition of the bridges and other structures, so as to insure their continued safety and efficiency.

6. He shall have charge of all maintenance of way tests and experiments when made on the railroad, the instructions for which shall be issued through the General Superintendent, the Chief Engineer to be kept advised of such tests and experiments and the results thereof.

7. He may be aided by Assistant Chief Engineers of Maintenance of Way.

SUPERINTENDENT OF TELEGRAPH AND SIGNALS.

1. The Superintendent of Telegraph and Signals shall have supervision of the construction and maintenance of all telegraph and telephone lines owned or operated by the Company, and of telegraph and telephone equipment, signals and interlockings, so far as may be necessary to insure the efficiency of the service and adherence to the standards and system of the Company.

2. He shall communicate with the local officers of telegraph, telephone and electric companies concerning the condition of lines and the prompt transmission of business thereon.

3. He shall see that the materials required for the construction of new, and repairs to old, lines

are of the proper standard and that they are used to the best advantage.

GENERAL SUPERINTENDENT.

Staff.

SUPERINTENDENT OF MOTIVE POWER.
ENGINEER OF MAINTENANCE OF WAY.
†SUPERINTENDENT OF FLOATING EQUIPMENT.
DIVISION SUPERINTENDENT.
‡DISTRICT STOREKEEPER.
*GENERAL DIVISION ACCOUNTANT.

1. The General Superintendent shall have charge of all the real estate and personal property of the Company connected with the operation of the road, including the shops, stations and other buildings, the telegraph and telephone lines, and of the motive power, and rolling and floating equipment, and shall make to the General Superintendent of Motive Power such reports as to the condition of the equipment under his charge, as may be required.

2. He shall be responsible for the safe, prompt and economical movement of all traffic, and, under the supervision of the General Superintendent of Transportation, have charge of all train service.

3. He shall be responsible for the maintenance of the track, for the proper discipline of the employes, and for the maintenance of the service at the proper standard of efficiency.

4. He shall consult the Engineer of Water Service on matters relating to water supply.

5. His Headquarters shall be at New York City.

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* See Accounting Department—System and Regional Organizations.
† Reporting to System and Regional Officers.
‡ See Stores Department—Regional Organization.

Exhibits.

SUPERINTENDENT OF MOTIVE POWER.

1. The Superintendent of Motive Power shall have charge of all the machine and car shops and of the maintenance and repair of the locomotives, cars, tools and machinery. He shall be aided at each machine shop by a Master Mechanic, and at each car shop by a General Foreman, with whom he shall communicate directly as to all matters relating to the mechanical execution of the work; but all orders referring to the discipline of the shops, the increase or decrease of the force, or changes in the rates of wages, shall be transmitted through the Division Superintendent.

ENGINEER OF MAINTENANCE OF WAY.

1. The Engineer of Maintenance of Way shall exercise in his district the powers of the Chief Engineer of Maintenance of Way.

SUPERINTENDENT OF FLOATING EQUIPMENT.

1. The Superintendent of Floating Equipment shall have charge of all the marine shops; of the maintenance and repair of floating equipment and of loading facilities connected therewith. He shall be aided at each marine shop by a Master Mechanic with whom he shall communicate directly as to all matters relating to its operation and the mechanical execution of the work; but all orders referring to the discipline of the shops, the increase or decrease of force, or changes in the rate of wages, shall be transmitted through the Division Superintendent.

SUPERINTENDENTS.

Staff.

ASSISTANT SUPERINTENDENT.
DIVISION ENGINEER.
TRAIN MASTER.
MASTER MECHANIC.
†DIVISION STOREKEEPER.
*DIVISION ACCOUNTANT.

1. The Superintendent shall exercise the powers of the General Superintendent as directed by him.

2. He shall be responsible for all expenses incurred in connection with operation of the road, and for the discipline of the forces engaged therein.

DIVISION ENGINEER.

1. He shall have charge of the maintenance of the road-bed, culverts, bridges, tracks and buildings, and all other matters pertaining to the maintenance of way and structures, and be responsible for the safety thereof, and for the discipline of the forces employed in connection therewith; and shall adhere to the authorized standards in construction and repairs.

TRAIN MASTER.

1. The Train Master shall be responsible to the Superintendent for the safe, prompt and economical movement of the traffic, and for the discipline of the forces employed in connection therewith.

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* See Accounting Department—System and Regional Organizations.
† See Stores Department—Regional Organization.

Exhibits.

MASTER MECHANIC.

1. The Master Mechanic shall have charge of the maintenance of the shops, rolling stock and machinery, shall act under the direction of the Superintendent and be responsible to him for the condition of the equipment, for all expense incurred in connection with its maintenance, and for the discipline of the forces so employed. In all matters relating to the mechanical execution of the work and the maintenance of standards, they shall obey the instructions of the Superintendent of Motive Power.

OFFICERS REPORTING TO SYSTEM AND REGIONAL OFFICERS.

The following Regional Officers shall, in the discharge of their duties, report both to the System and Regional Officers on matters concerning their respective Departments:

TRAFFIC DEPARTMENT.

TRAFFIC MANAGER.

Staff.

ASSISTANTS TO THE TRAFFIC MANAGER.
FREIGHT TRAFFIC MANAGER.
PASSENGER TRAFFIC MANAGER.

1. The Traffic Manager shall, under the direction of the Regional Vice-President have charge of the freight and passenger traffic.

2. He shall, under the direction of the General Traffic Manager, be charged with the duty of making all rates upon Freight and Passenger Traffic and all necessary arrangements in relation thereto with individuals and other railroad or transportation companies.

Exhibits.

FREIGHT TRAFFIC MANAGER.

Staff.

ASSISTANT FREIGHT TRAFFIC MANAGER.
GENERAL COAL FREIGHT AGENT.
GENERAL FREIGHT AGENT.
FREIGHT CLAIM AGENT.

1. The Freight Traffic Manager shall have charge of the freight traffic.

2. Notice of all freight rates, which shall be made under the authority of the Traffic Manager or the Freight Traffic Manager, shall be sent, as soon as fixed, to the Comptroller.

3. He shall instruct the station agents in commercial matters pertaining to the receiving and forwarding of freight traffic.

GENERAL COAL FREIGHT AGENT.

1. The General Coal Freight Agent shall have charge of the coal, coke and ore traffic.

He may be aided by a Coal Freight Agent.

GENERAL FREIGHT AGENT.

Staff.

ASSISTANT GENERAL FREIGHT AGENTS.
DIVISION FREIGHT AGENT.

1. The General Freight Agent shall have charge of all freight traffic except the coal, coke and ore traffic.

DIVISION FREIGHT AGENT.

1. The Division Freight Agent shall be specially charged with the duty of procuring freight traffic for, and making local freight rates thereon. With

this object in view, he shall spend as much time as practicable on the lines of the railroad, in order to familiarize himself with the requirements of the commercial and industrial interests thereon, and shall consult with the General Superintendent and Superintendent in regard to all matters connected with the development of local freight traffic. The Division Freight Agent shall confer directly with the General Coal Freight Agent with respect to coal, coke and ore traffic.

2. His office shall be at Camden, N. J.

FREIGHT CLAIM AGENT.

1. The Freight Claim Agent shall examine all claims for overcharge, and for damage to or loss of freight, and after those which have been found valid are properly certified by him, shall transmit the same to the proper officer for payment.

2. He may be aided by an Assistant Freight Claim Agent.

PASSENGER TRAFFIC MANAGER.

Staff.

GENERAL PASSENGER AGENT.
GENERAL BAGGAGE AGENT.

1. The Passenger Traffic Manager shall have charge of the Passenger Traffic.

2. Notice of all rates and arrangements for the transportation of passengers which shall be made under the authority of the Traffic Manager or the Passenger Traffic Manager shall be sent, as soon as fixed to the Comptroller. He shall furnish the General Manager and General Superintendent of Transportation with copies of all arrangements for passenger transportation when completed.

Exhibits.

3. The Passenger Traffic Manager shall be charged with the printing and distribution of all tickets, and of advertising matters relating to passenger traffic.

4. He shall instruct the station agents in commercial matters pertaining to passenger traffic.

GENERAL PASSENGER AGENT.

Staff.

ASSISTANT GENERAL PASSENGER AGENTS.
DIVISION PASSENGER AGENTS.

The General Passenger Agent shall have charge of the passenger traffic over the lines of the Company.

DIVISION PASSENGER AGENTS.

There shall be Division Passenger Agents at Philadelphia and Atlantic City.

The Division Passenger Agents shall be charged with the solicitation and development of Passenger Traffic of every character, consulting with the General Superintendent and Superintendent.

GENERAL BAGGAGE AGENT.

The General Baggage Agent shall be charged with the arrangements for receiving, checking and delivering of baggage, with the making of rates for the transportation of the same, and with the examination of claims for loss thereof or damage thereto.

He may be aided by an Assistant General Baggage Agent.

ACCOUNTING DEPARTMENT.

REGIONAL ACCOUNTANT.
DEPARTMENTAL ACCOUNTANTS.
GENERAL DIVISION ACCOUNTANT.
DIVISION ACCOUNTANT.

They shall, under the direction of the Comptroller, and as representatives of the Accounting Department, and of the Department to which they are assigned, be responsible for the correctness of the pay rolls, bills and vouchers covering disbursements, making proper account record thereof, and of all statistics committed to them in accordance with the prescribed system, and perform for the Accounting Department, the accounting duties assigned to them by the Officers of that Department.

REAL ESTATE DEPARTMENT.

REAL ESTATE AGENT.

The Real Estate Agent shall have direct charge of the business of the Department.

He shall have charge of—

(*a*) The purchase, condemnation, sale and lease of real estate and of all conveyances, examinations and briefs of title in connection therewith.

(*b*) The maintenance of all real estate not used for railroad purposes.

(*c*) The examination of assessments for taxation, water rents and other municipal claims.

(*d*) The collection of all rentals and other moneys due in connection with real estate and the preparation of vouchers in payment for property purchased, taxes, water rents and municipal claims, expenses of maintenance of property not

used for railroad purposes, rents of leased property, ground rents, interest on mortgages and other similar charges on real estate.

He may be aided by Assistant Real Estate Agents.

PURCHASING DEPARTMENT.

PURCHASING AGENT.

Staff.

ASSISTANT PURCHASING AGENTS.
ASSISTANT TO THE PURCHASING AGENT.

1. The Purchasing Agent shall—

(*a*) Purchase all materials, supplies and other articles required for the Company's use.

(*b*) Sell all materials which may from time to time be for sale in the various departments.

2. The Purchasing Agent shall deal with the General Storekeeper in matters pertaining to the purchase and furnishing of all supplies, and the making of requisitions so as to ensure complete co-operation and collaboration between them in providing materials for current and prospective use, and at the same time in keeping the total quantity of material on hand at the lowest amount consistent with requirements.

3. The Purchasing Agent shall procure from the proper officers in charge of materials and supplies, from time to time, information as to their future needs of materials and supplies, and may, with the approval of the General Purchasing Agent, make contracts therefor, pending the receipt of requisitions.

4. The Purchasing Agent shall keep the General Purchasing Agent informed of conditions on the

railroad so that the affairs of the Purchasing Department may be efficiently administered and for this purpose he shall make such reports to the General Purchasing Agent as the latter may require.

STORES DEPARTMENT.

GENERAL STOREKEEPER.

Staff.

ASSISTANT GENERAL STOREKEEPER.
DISTRICT STOREKEEPER.
STOREKEEPERS.

1. The General Storekeeper shall, under the direction of the Regional Vice-President or the General Manager, as may be designated, have supervision and control over all unapplied materials and supplies, and shall be responsible for the requisitioning and disposition of materials and supplies. It shall be his duty to see that the prescribed regulations are observed covering the accounting, requisitioning, receipt, disposition, reclamation and custody of all materials. All requisitions for materials and supplies shall be sent to him for furnishing from stock on hand, or for approval, and forwarding to the Purchasing Agent, with whom he shall confer concerning the purchase and delivery. Monthly reports of materials received, transferred, consumed and on hand shall be sent him.

2. He shall, currently, report to and confer with the Purchasing Agent regarding all materials for sale.

3. It shall be his duty to have materials at the time and place wanted, and to see that the total quantity of material is kept at the minimum con-

sistent with the requirements, and for this purpose shall maintain a record of materials and supplies on hand, due and consumed. He shall have authority to transfer materials from one part of the railroad to another.

4. He shall furnish the General Supervisor of Stores such reports and information as may be required. He may be aided by Assistant Storekeepers and Inspectors.

DISTRICT STOREKEEPER.

1. The District Storekeeper shall, under the direction of the General Superintendent, have supervision over ordering, storing and distributing unapplied materials and supplies. He shall frequently visit the stores of the Company and shall, with the approval of the General Superintendent, make such suggestions to the Division officers as will promote the efficiency and economy of the service.

STOREKEEPERS.

1. The Storekeeper shall report to and receive instructions from the officers designated by the Superintendent; shall have charge of unapplied materials and unused supplies; be responsible for the quantity thereof, their custody and issue, for all expenses and records incident thereto, and for the discipline of the forces employed in connection therewith.

2. He shall comply with the prescribed regulations covering the accounting, disposition, reclamation and custody of material, arranging with the proper officers of the Division for the distribution of material and for such assistance as he may require.

Exhibit D-36 of June 13, 1928.

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OF THE

BY-LAWS AND ORGANIZATION

FOR

CONDUCTING THE BUSINESS

OF

THE PENNSYLVANIA RAILROAD COMPANY

December, 1922

REGIONAL ORGANIZATION

UNDER THE SUPERVISION OF THE VICE-PRESIDENT IN CHARGE OF OPERATION.

The Railroads owned, controlled and operated by the Company shall be known as the Pennsylvania Railroad System, and shall be divided into four Regions, each of which shall be in charge of a Regional Vice-President, as follows:

EASTERN REGION—Comprising generally the territory between New York City on the east, Sodus Point on the north, Renovo and Altoona on the west, and Washington and Norfolk on the south;

with Headquarters at Philadelphia;

CENTRAL REGION—Comprising generally the territory between Altoona and Renovo on the east, Rochester, Buffalo, Erie, Ashtabula, Cleveland and Lorain on the north, Mansfield, Columbus and Zanesville on the west, and Marietta, Powhatan, Wheeling, Waynesburg, West Brownsville and Uniontown on the south;

with Headquarters at Pittsburg, Pa.;

Exhibits.

NORTHWESTERN REGION—Comprising generally the territory between Sandusky and Mansfield on the east, Mackinaw City on the north, Chicago and Effner on the west, and Columbus and Richmond on the south;

with Headquarters at Chicago, Ill.;

SOUTHWESTERN REGION—Comprising generally the territory between Columbus on the east, South Bend on the north, Peoria and St. Louis on the west, and Vincennes, Louisville and Cincinnati on the south, including the line from Trinway to Cincinnati;

with Headquarters at St. Louis, Mo.;

each embracing such railroads and parts thereof as may from time to time be directed by the Vice-President in charge of Operation with the approval of the President and the Board.

VICE-PRESIDENT.

Staff.

GENERAL MANAGER.
*TRAFFIC MANAGER.
†TREASURER.
*ASSISTANT TREASURERS.
*REAL ESTATE AGENT.
*PURCHASING AGENT.
*REGIONAL ACCOUNTANT.

1. The operation of the railroad lines and transaction of the Company's business in each Region shall be under the direct supervision of the Regional Vice-President, who shall be responsible for the proper observance of all rules and regulations established by the Board of Directors, the

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* Reporting to System and Regional Officers.
† Treasurers serve on staffs of Vice-Presidents of Eastern and Central Regions in cooperative capacity.

President and the System Vice-Presidents in charge of the respective Departments, and for adherence to the standards and methods of the Company for the transaction of its business.

2. All officers of the Region shall report to and receive instructions from the Regional Vice-President; and those reporting also to System officers shall be governed by the instructions issued directly to them by the System Vice-Presidents or the heads of the System Departments under their supervision.

3. The Regional Vice-President shall submit, as promptly as practicable after the first of May of each year, a roster as of that date, giving the name, title, location and salary of each officer under his jurisdiction.

OPERATING DEPARTMENT.

GENERAL MANAGER.

Staff.

ASSISTANT GENERAL MANAGER.
ASSISTANTS TO THE GENERAL MANAGER.
*GENERAL SUPERINTENDENT OF TRANSPORTATION.
*GENERAL SUPERINTENDENT OF MOTIVE POWER.
CHIEF ENGINEER OF MAINTENANCE OF WAY.
SUPERINTENDENT OF TELEGRAPH AND SIGNALS.
GENERAL SUPERINTENDENTS.
SUPERINTENDENT OF THE PHILADELPHIA TERMINAL DIVISION.
*GENERAL STOREKEEPER.

1. The General Manager shall be responsible for the operation and maintenance of the rail-

*Reporting to System and Regional Officers.

roads, and report to the Regional Vice-President as to their condition.

2. He shall have authority, with the approval of the Regional Vice-President, to order through the Purchasing Department, machinery, tools, and materials for the roadway and shops, for repairing rolling and floating equipment, and for all other requirements of operation and maintenance, and shall designate in writing the officers who shall have authority to make requisition for the same.

3. He shall, in his discretion or upon notice from the Accounting Department of irregularities in, or neglect of duty in connection with accounts or the handling of the money of the Company, or by order of a superior officer, direct the removal or suspension of any officer or employe under his jurisdiction.

4. He may be aided by an Assistant General Manager and Assistants to the General Manager.

GENERAL SUPERINTENDENT OF TRANSPORTATION.

Staff.

ASSISTANTS TO THE GENERAL SUPERINTENDENT OF TRANSPORTATION.
SUPERINTENDENTS OF TRANSPORTATION.
SUPERINTENDENT OF STATIONS AND TRANSFERS.

1. The General Superintendent of Transportation shall have supervision of the movement of all traffic, passenger and freight, distribution of the car equipment, the weighing of freight cars, the manner of handling freight at stations, the installation and maintenance of scales, and the methods employed in weighing freight.

2. He shall make recommendations from time to time to the General Manager in regard to such additional facilities as may be required to improve the movement of the traffic.

3. He shall see that all equipment employed in passenger train service, including sleeping, parlor and dining cars, meets the established requirements and is kept in proper condition.

4. He may be aided by Superintendents of Transportation—freight and passenger; and by a Superintendent of Stations and Transfers.

GENERAL SUPERINTENDENT OF MOTIVE POWER.

1. The General Superintendent of Motive Power shall have supervision and control of the motive power and other equipment in his Region, insofar as may be necessary to insure the efficiency thereof and the adherence to the standards and practices of the System. In the performance of his duties, he shall visit the various shops from time to time and shall make such recommendations to the General Superintendents as may be necessary for the efficiency and economy of the service.

CHIEF ENGINEER OF MAINTENANCE OF WAY.

1. The Chief Engineer of Maintenance of Way shall have supervision of maintenance of way and be responsible for adherence to standards.

2. He shall have charge of all engineering and construction work connected with the enlargement or reconstruction of existing facilities, except such as may be assigned to the Chief Engineer by the Vice-President in charge of Operation.

3. He shall furnish the General Superintend-

ents with copies of standard drawings and specifications and also such instructions as may be required to insure adherence thereto.

4. He shall keep himself informed of the physical condition of the various Divisions, and shall from time to time make such suggestions to the General Superintendents as may be necessary to promote the efficiency and economy of the service.

5. He shall furnish the Engineer of Bridges and Buildings from time to time such reports as may keep him fully advised of the condition of the bridges and other structures, so as to insure their continued safety and efficiency.

6. He shall have charge of all maintenance of way tests and experiments when made on the Divisions, the instructions for which shall be issued through the General Superintendents, the Chief Engineer to be kept advised of such tests and experiments and the results thereof.

7. He may be aided by Assistant Chief Engineers of Maintenance of Way.

SUPERINTENDENT OF TELEGRAPH AND SIGNALS.

1. The Superintendent of Telegraph and Signals shall have supervision of the construction and maintenance of all telegraph and telephone lines owned or operated by the Company, and of telegraph and telephone equipment, signals and interlockings, so far as may be necessary to insure the efficiency of the service and adherence to the standards and system of the Company.

2. He shall communicate with the local officers of telegraph, telephone and electric companies

concerning the condition of lines and the prompt transmission of business thereon.

3. He shall see that the materials required for the construction of new, and repairs to old, lines are of the proper standard and that they are used to the best advantage.

GENERAL DIVISIONS.

1. The several Regions shall be divided into General Divisions, each to embrace such part of the Region as may be determined by the Regional Vice-President, with the approval of the Vice-President in charge of Operation, viz:

EASTERN REGION—

New Jersey Division, with Headquarters at New York City.

Eastern Pennsylvania Division, with Headquarters at Harrisburg, Pa.

Southern Division, with Headquarters at Wilmington, Del.

Central Pennsylvania Division, with Headquarters at Williamsport, Pa.

CENTRAL REGION—

Northern Division, with Headquarters at Buffalo, N. Y.

Western Pennsylvania Division, with Headquarters at Pittsburgh, Pa.

Eastern Ohio Division, with Headquarters at Pittsburgh, Pa.

Lake Division, with Headquarters at Cleveland, Ohio.

NORTHWESTERN REGION—

Illinois Division, with Headquarters at Chicago, Ill.

Michigan Division, with Headquarters at Grand Rapids, Mich.

SOUTHWESTERN REGION—

Indiana Division, with Headquarters at Indianapolis, Ind.

Central Ohio Division, with Headquarters at Columbus, Ohio.

GENERAL SUPERINTENDENTS.

Staff.

SUPERINTENDENTS OF MOTIVE POWER.
ENGINEERS OF MAINTENANCE OF WAY.
†SUPERINTENDENT OF FLOATING EQUIPMENT.
DIVISION SUPERINTENDENTS.
‡DISTRICT STOREKEEPER.
*GENERAL DIVISION ACCOUNTANTS.

1. The General Superintendents shall have charge of the General Divisions as assigned to each respectively, and of all the real estate and personal property connected with the operation thereof, including the shops, stations and other buildings, the telegraph and telephone lines, and of the motive power, and rolling and floating equipment, and shall make to the General Superintendent of Motive Power such reports as to the condition of the equipment under their charge, as may be required.

2. They shall be responsible for the safe, prompt and economical movement of all traffic, and, under the supervision of the General Superintendent of Transportation, have charge of all train service.

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* See Accounting Department—System and Regional Organizations.
† Reporting to System and Regional Officers.
‡ See Stores Department—Regional Organization.

3. They shall be responsible for the maintenance of the track, for the proper discipline of the employes on their Divisions, and for the maintenance of the service at the proper standard of efficiency.

4. They shall consult the Engineer of Water Service on matters relating to water supply affecting their respective districts.

SUPERINTENDENTS OF MOTIVE POWER.

1. The Superintendents of Motive Power shall have charge of all the machine and car shops of their respective divisions and of the maintenance and repair of the locomotives, cars, tools, and machinery thereon. They shall be aided at each machine shop by a Master Mechanic, and at each car shop by a General Foreman, with whom they shall communicate directly as to all matters relating to the mechanical execution of the work; but all orders referring to the discipline of the shops, the increase or decrease of force, or changes in the rates of wages, shall be transmitted through the respective Division Superintendents.

ENGINEERS OF MAINTENANCE OF WAY.

1. The Engineers of Maintenance of Way shall exercise in their respective districts the powers of the Chief Engineer of Maintenance of Way.

SUPERINTENDENT OF FLOATING EQUIPMENT.

1. The Superintendent of Floating Equipment shall have charge of all the marine shops; of the maintenance and repair of floating equipment and of loading facilities connected therewith. He shall be aided at each marine shop by a Master Mechanic with whom he shall communicate di-

rectly as to all matters relating to its operation and the mechanical execution of the work; but all orders referring to the discipline of the shops, the increase or decrease of force, or changes in the rate of wages, shall be transmitted through the respective Division Superintendents.

DIVISIONS.

1. The several General Divisions shall be divided into Divisions, each to embrace such part of the General Division as may be determined by the General Manager with the approval of the Regional Vice-President, Viz.:

EASTERN REGION:

New Jersey Division:

New York Division, with Headquarters at Jersey City, N. J.

Trenton Division, with Headquarters at Trenton, N. J.

Camden Terminal Division, with Headquarters at Camden, N. J.

Eastern Pennsylvania Division:

Philadelphia Division, with Headquarters at Harrisburg, Pa.

Middle Division, with Headquarters at Altoona, Pa.

Tyrone Division, with Headquarters at Tyrone, Pa.

Cresson Division, with Headquarters at Cresson, Pa.

Cumberland Valley Division, with Headquarters at Chambersburg, Pa.

Southern Division:

Maryland Division, with Headquarters at Wilmington, Del.

Baltimore Division, with Headquarters at Baltimore, Md.
Delaware Division, with Headquarters at Wilmington, Del.
Norfolk Division, with Headquarters at Cape Charles, Va.
Central Pennsylvania Division:
Williamsport Division, with Headquarters at Williamsport, Pa.
Sunbury Division, with Headquarters at Sunbury, Pa.
Elmira Division, with Headquarters at Elmira, N. Y.
Schuylkill Division, with Headquarters at Reading, Pa.
Philadelphia Terminal Division, under the supervision of a Superintendent reporting to the General Manager, with Headquarters at West Philadelphia.

CENTRAL REGION:
Northern Division:
Buffalo Division, with Headquarters at Buffalo, N. Y.
Allegheny Division, with Headquarters at Oil City, Pa.
Renovo Division, with Headquarters at Erie, Pa.
Western Pennsylvania Division:
Pittsburgh Division, with Headquarters at Pittsburgh, Pa.
Conemaugh Division, with Headquarters at Pittsburgh, Pa.
Monongahela Division, with Headquarters at Uniontown, Pa.
Eastern Ohio Division:
Eastern Division, with Headquarters at Pittsburgh, Pa.

Marietta Division, with Headquarters at Cambridge, Ohio.

Panhandle Division, with Headquarters at Pittsburgh, Pa.

Wheeling Division, with Headquarters at Wheeling, W. Va.

Lake Division:

Akron Division, with Headquarters at Akron, Ohio.

Erie and Ashtabula Division, with Headquarters at New Castle, Pa.

Cleveland and Pittsburgh Division, with Headquarters at Cleveland, Ohio.

Northwestern Region:

Illinois Division:

Chicago Terminal Division, with Headquarters at Chicago, Ill.

Fort Wayne Division, with Headquarters at Fort Wayne, Ind.

Logansport Division, with Headquarters at Logansport, Ind.

Michigan Division:

Grand Rapids Division, with Headquarters at Fort Wayne, Ind.

Mackinaw Division, with Headquarters at Grand Rapids, Mich.

Toledo Division, under the supervision of a Superintendent reporting to the General Manager, with Headquarters at Toledo, O.

Southwestern Region:

Indiana Division:

St. Louis Division, with Headquarters at Terre Haute, Ind.

Peoria Division, with Headquarters at Decatur, Ill.

Exhibits.

South Bend Division, with Headquarters at Logansport, Ind.
Indianapolis Division, with Headquarters at Indianapolis, Ind.
Louisville Division, with Headquarters at Louisville, Ky.
Central Ohio Division:
Columbus Division, with Headquarters at Columbus, Ohio.
Cincinnati Division, with Headquarters at Cincinnati, Ohio.
Richmond Division, with Headquarters at Richmond, Ind.
Zanesville Division, with Headquarters at Zanesville, Ohio.

SUPERINTENDENTS.

Staff.

ASSISTANT SUPERINTENDENTS.
DIVISION ENGINEERS.
TRAIN MASTERS.
MASTER MECHANICS.
†DIVISION STOREKEEPERS.
*DIVISION ACCOUNTANTS.

1. The Superintendents shall exercise on their respective Divisions the powers of the General Superintendent as directed by him.

2. They shall be responsible for all expenses incurred in connection with the operation of their respective Divisions, and for the discipline of the forces engaged therein.

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* See Accounting Department—System and Regional Organizations.
† See Stores Department—Regional Organization.

DIVISION ENGINEERS.

1. They shall have charge of the maintenance of the road-bed, culverts, bridges, tracks and buildings, and all other matters pertaining to the maintenance of way and structures, and be responsible for the safety thereof, and for the discipline of the forces employed in connection therewith; and shall adhere to the authorized standards in construction and repairs.

TRAIN MASTERS.

1. The Train Masters shall be responsible to the Superintendent for the safe, prompt and economical movement of the traffic, and for the discipline of the forces employed in connection therewith.

MASTER MECHANICS.

1. The Master Mechanics shall have charge of the maintenance of the shops, rolling stock and machinery, shall act under the direction of the Superintendent and be responsible to him for the condition of the equipment, for all expense incurred in connection with its maintenance, and for the discipline of the forces so employed. In all matters relating to the mechanical execution of the work and the maintenance of standards, they shall obey the instructions of the Superintendent of Motive Power.

OFFICERS REPORTING TO SYSTEM AND REGIONAL OFFICERS.

The following Regional Officers shall, in the discharge of their duties, report both to the System and Regional Officers on matters concerning their respective Departments:

Exhibits.

TRAFFIC DEPARTMENT.

TRAFFIC MANAGER.

Staff.

ASSISTANTS TO THE TRAFFIC MANAGER.
FREIGHT TRAFFIC MANAGER.
PASSENGER TRAFFIC MANAGER.

1. The Traffic Manager shall, under the direction of the Regional Vice-President have charge of the freight and passenger traffic.

2. He shall, under the direction of the General Traffic Manager, be charged with the duty of making all rates upon Freight and Passenger Traffic over the lines in his region and all necessary arrangements in relation thereto with individuals and other railroad or transportation companies.

FREIGHT TRAFFIC MANAGER.

Staff.

ASSISTANT FREIGHT TRAFFIC MANAGER.
GENERAL COAL FREIGHT AGENT.
GENERAL FREIGHT AGENT.
FREIGHT CLAIM AGENT.

1. The Freight Traffic Manager shall have charge of the Freight Traffic in his region.

2. Notice of all freight rates, which shall be made under the authority of the Traffic Manager or the Freight Traffic Manager, shall be sent, as soon as fixed, to the Comptrollers.

3. He shall instruct the station agents in commercial matters pertaining to the receiving and forwarding of Freight Traffic.

Exhibits.

GENERAL COAL FREIGHT AGENT.

1. The General Coal Freight Agent shall have charge of the coal, coke and ore traffic over the lines in his region.

He may be aided by a Coal Freight Agent.

GENERAL FREIGHT AGENT.

Staff.

ASSISTANT GENERAL FREIGHT AGENTS.
DIVISION FREIGHT AGENTS.

1. The General Freight Agent shall have charge of all freight traffic in his region except where the coal, coke and ore traffic is assigned to a General Coal Freight Agent.

DIVISION FREIGHT AGENTS.

1. There shall be Division Freight Agents
For the Eastern Region at—
Harrisburg, New York, Williamsport, Philadelphia, Wilmington, Baltimore, Altoona. Camden, Chambersburg and Norfolk.
For the Central Region at—
Pittsburgh, Wheeling, Canton, Cleveland, Youngstown, Cambridge, Columbus, Erie, Buffalo and Uniontown.
For the Northwestern Region at—
Chicago, Ft. Wayne, Toledo, Detroit, Richmond and Grand Rapids.
For the Southwestern Region at—
Cincinnati, Indianapolis, Louisville, Terre Haute, South Bend and Zanesville.

2. The Division Freight Agents shall be specially charged with the duty of procuring freight traffic for, and making local freight rates on, their

respective divisions. With this object in view, they shall spend as much time as practicable on the line of their Divisions, in order to familiarize themselves with the requirements of the commercial and industrial interests thereon, and shall consult with the General Superintendents and Superintendents of the respective divisions in regard to all matters connected with the development of local freight traffic. The Division Freight Agents of the Eastern and Central Regions shall confer directly with the General Coal Freight Agent of their respective regions with respect to coal, coke and ore traffic.

FREIGHT CLAIM AGENT.

1. The Freight Claim Agent shall examine all claims for overcharge, and for damage to or loss of freight, and after those which have been found valid are properly certified by him, shall transmit the same to the proper officer for payment.

2. He may be aided by an Assistant Freight Claim Agent.

PASSENGER TRAFFIC MANAGER.

Staff.

GENERAL PASSENGER AGENT.
GENERAL BAGGAGE AGENT.

1. The Passenger Traffic Manager shall have charge of the Passenger Traffic in his region.

2. Notice of all rates and arrangements for the transportation of passengers which shall be made under the authority of the Traffic Manager or the Passenger Traffic Manager shall be sent, as soon

as fixed to the Comptroller. He shall furnish the General Manager and General Superintendent of Transportation with copies of all arrangements for passenger transportation when completed.

3. The Passenger Traffic Manager shall be charged with the printing and distribution of all tickets, and of advertising matters relating to passenger traffic.

4. He shall instruct the station agents in commercial matters pertaining to passenger traffic.

GENERAL PASSENGER AGENT.

Staff.

ASSISTANT GENERAL PASSENGER AGENTS.
DIVISION PASSENGER AGENTS.

The General Passenger Agent shall have charge of the passenger traffic over the lines in his region.

DIVISION PASSENGER AGENTS.

There shall be Division Passenger Agents
For the Eastern Region at—
New York, Philadelphia, Baltimore, Harrisburg, Williamsport, Norfolk, Chambersburg and Atlantic City.
For the Central Region at—
Pittsburgh, Cleveland, Columbus and Buffalo.
For the Northwestern Region at—
Chicago, Grand Rapids, Toledo and Detroit.
For the Southwestern Region at—
Cincinnati, Indianapolis and Louisville.

The Division Passenger Agents shall be charged with the solicitation and development of Passen-

ger Traffic of every character in their respective territories, consulting with the General Superintendents and Superintendents within their districts.

GENERAL BAGGAGE AGENT.

The General Baggage Agent shall be charged with the arrangements for receiving, checking and delivering of baggage, with the making of rates for the transportation of the same, and with the examination of claims for loss thereof or damage thereto.

He may be aided by an Assistant General Baggage Agent.

TREASURY DEPARTMENT.

ASSISTANT TREASURERS.

1. The Assistant Treasurers located in the Northwestern and Southwestern Regions shall report to and receive instructions from the Vice-Presidents of their respective Regions, and shall likewise report to and be governed by instructions issued directly to them by the Vice-President in Charge of Finance and the Treasurer, and carry on the business of the Treasury Department in accordance therewith.

ACCOUNTING DEPARTMENT.

REGIONAL ACCOUNTANTS.
DEPARTMENTAL ACCOUNTANTS.
GENERAL DIVISION ACCOUNTANTS.
DIVISION ACCOUNTANTS.

They shall, under the direction of the Comptroller, and as representatives of the Accounting Department, and of the Region or Department to

which they are assigned, be responsible for the correctness of the payrolls, bills and vouchers covering disbursements, making proper account record thereof, and of all statistics committed to them in accordance with the prescribed system, and perform for the Accounting Department, the accounting duties assigned to them by the Officers of that Department.

REAL ESTATE DEPARTMENT.

REAL ESTATE AGENT.

The Real Estate Agent shall have direct charge of the business of the Department in his region.

He shall have charge of—

(*a*) The purchase, condemnation, sale and lease of real estate and of all conveyances, examinations and briefs of title in connection therewith.

(*b*) The maintenance of all real estate not used for railroad purposes.

(*c*) The examination of assessments for taxation, water rents and other municipal claims.

(*d*) The collection of all rentals and other moneys due in connection with real estate and the preparation of vouchers in payment for property purchased, taxes, water rents and municipal claims, expenses of maintenance of property not used for railroad purposes, rents of leased property, ground rents, interest on mortgages and other similar charges on real estate.

He may be aided by Assistant Real Estate Agents.

Exhibits.

PURCHASING DEPARTMENT.

PURCHASING AGENT.

Staff.

ASSISTANT PURCHASING AGENTS.
ASSISTANT TO THE PURCHASING AGENT.

1. The Purchasing Agent shall—

   (a) Purchase all materials, supplies and other articles required for the Company's use in his Region.

   (b) Sell all materials which may from time to time be for sale in the various departments in his Region.

2. The Purchasing Agents will be associated under the General Purchasing Agent, so that their actions in the regions may be harmonized and a uniform policy maintained.

3. The Purchasing Agent shall deal with the General Storekeeper of his region and the Works Storekeeper in matters pertaining to the purchase and furnishing of supplies, and the making of requisitions so as to ensure complete co-operation and collaboration between them in providing materials for current and prospective use, and at the same time in keeping the total quantity of material on hand at the lowest amount consistent with requirements.

4. The Purchasing Agent shall procure from the proper officers in charge of materials and supplies, from time to time, information as to their future needs of materials and supplies, and may, with the approval of the General Purchasing Agent, make contracts therefor, pending the receipt of requisitions.

Exhibits.

5. The Purchasing Agent shall keep the General Purchasing Agent informed of conditions in his region so that the affairs of the Purchasing Department may be efficiently administered and for this purpose he shall make such reports to the General Purchasing Agent as the latter may require.

STORES DEPARTMENT.

GENERAL STOREKEEPER.

Staff.

ASSISTANT GENERAL STOREKEEPER.
DISTRICT STOREKEEPERS.
STOREKEEPERS.

1. The General Storekeeper shall, under the direction of the Regional Vice-President or the General Manager, as may be designated, have supervision and control over all unapplied materials and supplies, and shall be responsible for the requisitioning and disposition of materials and supplies. It shall be his duty to see that the prescribed regulations are observed covering the accounting, requisitioning, receipt, disposition, reclamation and custody of all materials. All requisitions for materials and supplies shall be sent to him for furnishing from stock on hand, or for approval, and forwarding to the Purchasing Agent, with whom he shall confer concerning the purchase and delivery. Monthly reports of materials received, transferred, consumed and on hand shall be sent him.

2. He shall, currently, report to and confer with the Purchasing Agent regarding all materials for sale.

3. It shall be his duty to have materials at the time and place wanted, and to see that the total quantity of material in his Region is kept at the minimum consistent with the requirements, and for this purpose shall maintain a record of materials and supplies on hand, due and consumed. He shall have authority to transfer materials from one part of the Region to another.

4. He shall furnish the General Supervisor of Stores such reports and information as may be required. He may be aided by Assistant Storekeepers and Inspectors. Inspectors may be assigned, upon request, to General Divisions not having a District Storekeeper.

DISTRICT STOREKEEPERS.

1. The District Storekeeper shall, under the direction of the General Superintendent, have supervision over ordering, storing and distributing unapplied materials and supplies on a General Division. He shall frequently visit the stores of the Division and shall, with the approval of the General Superintendent, make such suggestions to the Division officers as will promote the efficiency and economy of the service.

STOREKEEPERS.

1. The Storekeeper shall report to and receive instructions from the officers designated by the Superintendent; shall have charge of unapplied materials and unused supplies; be responsible for the quantity thereof, their custody and issue, for all expenses and records incident thereto, and for the discipline of the forces employed in connection therewith.

2. He shall comply with the prescribed regulations covering the accounting, disposition, reclamation and custody of material, arranging with the proper officers of the Division for the distribution of material and for such assistance as he may require.

Exhibit D-37 of June 13, 1928.

PAGES 60 AND 61 OF
THE PENNSYLVANIA RAILROAD COMPANY SEVENTY-SEVENTH ANNUAL REPORT,
FOR THE YEAR 1923.

EQUIPMENT OF THE PENNSYLVANIA RAILROAD SYSTEM—DECEMBER 31st, 1923.

KIND OF EQUIPMENT.	Available for Service Dec. 31st, 1922.	Acquired During 1923.	Destroyed or Transferred to Other Classes During 1923.	Built to Fill Vacancies or Transferred from Other Classes During 1923.	Total Increase or Decrease.	Available for Service Dec. 31st, 1923.	Capacity of Equipment Available for Service. Dec. 31st, 1923.	Comparison with 1922. Increase or Decrease.
LOCOMOTIVES.							(Tractive Power—Pounds)	
Passenger—electric	66	.....	.....	.....	.....	66	2,178,000	
Passenger—steam	1,646	98	95	8	I. 11	1,657	50,976,320	I. 2,978,359
Freight—electric	2	.....	.....	.....	.....	2	133,267	
Freight—steam	4,910	424	269	.....	I. 155	5,065	265,580,469	I. 31,810,919
Shifting—electric	2	.....	.....	.....	.....	2	59,403	
Shifting—steam	991	14	33	.....	D. 19	972	30,108,645	D. 213,803
Total	7,617	536	397	8	I. 147	7,764	349,036,104	I. 34,575,475
PASSENGER CAR EQUIPMENT.							(Seating Capacity—Persons)	
Passenger—wooden	1,632	.....	170	.....	D. 170	1,462	93,400	D. 10,477
Passenger—wooden—electric	80	.....	2	.....	D. 2	78	4,461	D. 119
Passenger—steel	1,880	187	3	.....	I. 184	2,064	167,582	I. 15,538
Passenger—steel—electric	665	46	7	2	I. 41	706	46,326	I. 2,871
Passenger—steel—cafe	2	.....	.....	.....	.....	2	120	
Parlor—steel	24	.....	.....	.....	.....	24	972	
Dining—wooden	18	.....	18	.....	D. 18	.....	.....	D. 546
Dining—steel	128	.....	.....	.....	.....	128	4,260	
Cafe—wooden	8	.....	8	.....	D. 8	.....	.....	D. 292
Passenger—baggage—wooden	191	.....	17	.....	D. 17	174	7,382	D. 454
Passenger—baggage—steel	366	35	2	2	I. 35	401	19,472	I. 2,806
Passenger—baggage—wooden—electric	4	.....	.....	.....	.....	4	156	
Passenger—baggage—steel—electric	60	2	2	.....	.....	60	3,003	D. 94
Passenger—baggage—mail—wooden	6	.....	2	.....	D. 2	4	48	D. 126
Passenger—baggage—mail—steel	14	.....	.....	.....	.....	14	384	
Passenger—baggage—mail—steel—electric	3	.....	.....	.....	.....	3	96	
Baggage—wooden	3	.....	.....	.....	.....	3		
Baggage—wooden—electric	5	.....	.....	.....	.....	5		
Baggage—steel—electric	10	.....	.....	.....	.....	10		
Baggage—mail—wooden	50	.....	33	.....	D. 33	17		
Baggage—mail—steel	205	20	.....	.....	I. 20	225		
Baggage—mail—wooden—electric	4	.....	.....	.....	.....	4		
Baggage—mail—steel—electric	2	.....	.....	.....	.....	2		
Baggage—express—wooden	811	.....	10	29	I. 19	830		
Baggage—express—steel and steel underframe	1,197	1	.....	.....	I. 1	1,198		
Baggage—express—wooden—electric	8	.....	.....	.....	.....	8		
Baggage—express—steel—electric	3	.....	1	.....	D. 1	2		
Refrigerator—express—wooden	29	.....	.....	.....	.....	29		
Refrigerator—express—steel and steel underframe	611	.....	.....	.....	.....	611		
Postal—steel	168	.....	.....	.....	.....	168		
Horse—express—wooden	40	.....	.....	.....	.....	40		
Horse—express—steel	20	.....	.....	.....	.....	20		
Gasoline motor—steel	1	4	.....	.....	I. 4	5	181	I. 146
Total	8,248	295	275	33	I. 53	8,301	347,843	I. 0.253
FREIGHT CAR EQUIPMENT.							Tons.	
Box—wooden	8,779	.....	3,972	.....	D. 3,972	4,807	180,241	D. 146,566
Box—steel and steel underframe	70,796	.....	87	.....	D. 87	70,709	3,528,950	D. 4,330
Refrigerator—wooden	78	.....	32	.....	D. 32	46	1,195	D. 805
Stock—wooden	216	.....	96	.....	D. 96	120	4,478	D. 3,760
Stock—steel underframe	2,355	.....	5	.....	D. 5	2,350	117,500	D. 250
Gondola—wooden	2,128	.....	852	1	D. 851	1,277	47,404	D. 33,285
Gondola—steel and steel underframe	167,435	.....	130	2	D. 128	167,307	9,497,143	I. 161,793
Flat—wooden	125	.....	37	.....	D. 37	88	2,634	D. 1,460
Flat—steel	4,585	.....	107	2	D. 105	4,480	218,580	D. 3,640
Cabin—wooden	919	.....	133	1	D. 132	787		
Cabin—steel and steel underframe	2,522	100	6	102	I. 196	2,718		
Tank	394	.....	12	.....	D. 12	382	379– 35,380 1– 4,180 2– 100	Bbls. D. 1,040 Gals. Tons.
Poling and car droppers and freight transfer	97	.....	7	3	D. 4	93		
Total	260,429	100	5,476	111	D. 5,265	255,164	13,598,225 35,380 4,180	D. 32,303 Bbls. D. 1,040 Gals.

EQUIPMENT OF THE PENNSYLVANIA RAILROAD SYSTEM—DECEMBER 31st, 1923.—(Continued.)

KIND OF EQUIPMENT.	AVAILABLE FOR SERVICE DEC. 31ST, 1922.	ACQUIRED DURING 1923.	DESTROYED OR TRANSFERRED TO OTHER CLASSES DURING 1923.	BUILT TO FILL VACANCIES OR TRANSFERRED FROM OTHER CLASSES DURING 1923.	TOTAL INCREASE OR DECREASE.	AVAILABLE FOR SERVICE DEC. 31ST, 1923.	DEC. 31ST, 1923.	COMPARISON WITH 1922. INCREASE
WORK EQUIPMENT.								
Cabin	1,179	19	152	149	I. 16	1,195		
Tool and Block	625	.....	40	49	I. 9	634		
Tool and Block—steel and steel underframe	88	.....	.....	10	I. 10	98		
Pile drivers	15	.....	.....	.....	.....	15		
Snow flangers	87	.....	.....	.....	.....	87		
Snow plows	37	.....	1	1	.....	37		
Snow sweepers	6	.....	.....	.....	.....	6		
Laboratory test	1	.....	.....	.....	.....	1		
Dynamometer	2	.....	1	.....	D. 1	1		
Test weight	25	.....	.....	.....	.....	25		
Clearance	3	.....	.....	.....	.....	3		
Electric light instruction	1	.....	1	.....	D. 1			
Signal instruction	7	.....	.....	.....	.....	7		
Air-brake instruction	6	.....	.....	.....	.....	6		
Valuation	3	.....	2	.....	D. 2	1		
Inspection	14	.....	.....	1	I. 1	15		
Business—wooden	38	.....	1	.....	D. 1	37		
Business—steel	7	.....	.....	.....	.....	7		
Pay—wooden	22	.....	6	.....	D. 6	16		
Supply cars—wooden	150	.....	13	14	I. 1	151		
Supply cars—steel	39	.....	1	3	I. 2	41		
Shop workmen—wooden	177	.....	10	23	I. 13	190		
Emergency cars	54	.....	.....	.....	.....	54		
Calcium distributing cars	8	.....	.....	.....	.....	8		
Miscellaneous service cars	988	1	174	131	D. 42	946		
Stone and wood—ballast—flat—wooden	490	.....	69	4	D. 65	425		
Stone and wood—ballast — flat — steel and steel underframe	439	.....	.....	71	I. 71	510		
Dump box cars	3	.....	1	.....	D. 1	2		
Dump cars	217	.....	.....	.....	.....	217		
Dump cars—yard	12	.....	.....	.....	.....	12		
Dump cars—hand cradle	2	.....	.....	.....	.....	2		
Water tank	27	.....	.....	1	I. 1	28		
Pick-up cars	29	1	1	1	I. 1	30		
Grading and spreader cars	31	.....	1	1	.....	31		
Derricks	187	.....	4	7	I. 3	190		
Steam shovel	22	.....	1	.....	D. 1	21		
Ballast unloader	3	.....	.....	.....	.....	3		
Ditcher	8	.....	.....	1	I. 1	9		
Rail loader	63	.....	6	5	D. 1	62		
Coal hoist	2	.....	2	.....	D. 2			
Sand digger	1	.....	.....	.....	.....	1		
Experimental sweeper	1	.....	.....	.....	.....	1		
Total	5,119	21	487	472	I. 6	5,125		
FLOATING EQUIPMENT.								
Ferry boats	22	1	.....	.....	I. 1	23		
Passenger and freight steamboats	26	.....	.....	.....	.....	26		
Tug boats	50	.....	1	.....	D. 1	49		
Steam and harbor lighters	11	.....	.....	.....	.....	11		
Grain and other barges	167	.....	.....	.....	.....	167		
Canal barges	17	.....	6	.....	D. 6	11		
Dredges	3	.....	1	.....	D. 1	2		
Flat and dump scows	28	.....	26	25	D. 1	27		
Car floats	105	5	1	.....	I. 4	109		
Pile drivers	4	.....	.....	.....	.....	4		
Motor and gasoline boats	4	.....	.....	.....	.....	4		
Floats and row boats	16	.....	.....	.....	.....	16		
Grain elevators	2	1	1	.....	.....	2		
Grain barges	8	.....	3	.....	D. 3	5		
Derrick scows	1	.....	.....	.....	.....	1		
Mooring scows	7	.....	.....	.....	.....	7		
Total	471	7	39	25	D. 7	464		
Total valuation of equipment as per General Ledgers							$638,648,954	$41,206,724

Statement of Mrs Anna Barnosky, Milmay, New Jersey.

EXHIBIT

DATE

Obtained by E. M. Woodward,
in the presence of Sherron Miskelly.

November 9, 1923.

JOHN P. DENGLER, Stenographer
HUDSON COUNTY COURTS

George Panco, is my brother and Thomas Ross was to go to my brother's place to have some work done on his car, but he had not been there prior to the accident. I live on the west side of the roadroad about 1500 feet south of the Kelly property, the Kelly property being on the east side of the railroad. I left my home at 12 minutes after 5.00 P. M. and drove my car up the road adjacent the railroad and stopped about opposite the south side of the Kelly property. I judge from the time I left my home until I stopped it was about a minute. My husband is Assistant Section Foreman on the Atlantic City Railroad and he was cutting some wood in the woods close to where I stopped. When I stopped my car, I looked over toward the Kelly property and I saw an automobile, which I knew was Thomas Ross' car. It was headed south on the roadway on the east side of the railroad. I did not see Mr. Ross, but from the noise made by the engine I can tell it was a Chevrolet car and I am sure it was his car. The car was just below Kelly's house and the engine started and stopped twice to my knowledge before the car finally went further down the road. Before I left this point, this car came back, going in the direction of Milmay and the head lights on the automobile were burning. We put some wood in the back of our car and I drove home. As soon as I stopped my car in our yard I went into the house, put some wood on the fire, strained the potatoes, put hot water on them and put them on the stove when I heard a crash. I heard the train pass in front of my home, but I am unable to say whether the whistle was blown for the crossing or whether the engine bell was ringing as the train approached the crossing. The whistle might have been blown, but I did not notice it. As near as I can tell from the time I saw the automobile going back toward Milmay until I

Anna Barnosky

.ward the crash not more than three minutes elapsed. Thomas Ross purchased his

heard the crash not more than three minutes elapsed. Thomas Ross purchased his Chevrolet touring car from Joseph Bullock, Agent for that car in this section. Joseph Bullock is employed at Pierson's Garage, Vineland. Thomas Ross only had the car a few weeks. I do not know whether he had a driver's license.

Anna Barnosh

4/9/35 A. Tarnbull
M. Charnton.

D 4a E

D 20
Exp 19/16

EXHIBIT D-5
DATE 6/10/16
JOHN P. DENGLER, Stenographer
HUDSON COUNTY COURTS

Exhibit D-38 of June 13, 1928.

PAGE 24 OF
WEST JERSEY AND SEASHORE RAILROAD COMPANY
TWENTY-EIGHTH ANNUAL REPORT,
FOR THE YEAR 1923.

EQUIPMENT OF WEST JERSEY AND SEASHORE RAILROAD COMPANY.—DECEMBER 31st, 1923.

	Available for Service Dec. 31st, 1922.	Acquired During 1923.	Destroyed or Transferred to Other Classes During 1923.	Built to Fill Vacancies or Transferred from Other Classes During 1923.	Total Increase or Decrease.	Available for Service Dec. 31st, 1923.	Capacity of Equipment Available for Service. Dec. 31st, 1923.	Comparison with 1922. Increase or Decrease.	Valuation as per General Ledger. Dec. 31st, 1923.	Comparison with 1922. Increase or Decrease.
LOCOMOTIVES.							TRACTIVE POWER. POUNDS.			
Passenger—steam	52	....	4	.....	D. 4	48	1,182,444	D. 70,383		
Freight—steam	15	....	.....	.....	.....	15	574,951	I. 2,057		
Shifting—steam	9	....	.....	.....	.....	9	245,505			
Total	76	....	4	.....	D. 4	72	2,002,900	D. 68,326	$1,070,467	D. $47,276
PASSENGER CAR EQUIPMENT.							SEATING CAPACITY. PERSONS.			
Passenger—wooden	100	....	2	.....	D. 2	98	6,130	D. 111		
Passenger—wooden—electric	77	....	2	.....	D. 2	75	4,347	D. 119		
Passenger—steel	72	....	.....	.....	.....	72	6,336			
Passenger—steel—electric	13	....	1	2	I. 1	14	864	D. 72		
Passenger—baggage—wooden	14	....	.....	.....	.....	14	621	I. 10		
Passenger—baggage—wood—electric	2	....	.....	.....	.....	2	76			
Passenger—baggage—steel	25	....	.....	.....	.....	25	1,132	I. 48		
Passenger—baggage—steel—electric	2	....	.....	.....	.....	2	104			
Baggage—mail—wood—electric	4	....	.....	.....	.....	4				
Baggage—mail—steel	4	....	.....	.....	.....	4				
Baggage—express—wooden	23	....	.....	.....	.....	23				
Baggage—express—wood—electric	8	....	.....	.....	.....	8				
Baggage—express—steel and steel underframe	6	....	.....	.....	.....	6				
Baggage—express—steel—electric	1	....	1	.....	D. 1					
Horse and carriage—wooden	2	....	.....	.....	.....	2				
Street cars	*74	*6	.....	.....	*I. 6	*80				
Total	353	....	6	2	D. 4	349	19,610	D. 244	$3,772,037	I. $17,431
FREIGHT CAR EQUIPMENT.							TONS.			
Box—wooden	32	....	13	.....	D. 13	19	720	D. 450		
Box—steel and steel underframe	145	....	1	.....	D. 1	144	7,200	D. 50		
Refrigerator—wooden	1	....	1	.....	D. 1			D. 25		
Gondola—wooden	7	....	1	.....	D. 1	6	230	D. 40		
Gondola—steel and steel underframe	288	....	.....	.....	.....	288	17,180			
Flat—steel	9	....	.....	.....	.....	9	450			
Cabin—wooden	7	....	.....	.....	.....	7				
Cabin—steel and steel underframe	14	....	.....	.....	.....	14				
Poling and car droppers—freight transfer	1	....	.....	.....	.....	1				
Total	504	....	16	.....	D. 16	488	25,780	D. 565	$613,907	D. $11,911
WORK EQUIPMENT.										
Cabin	16	....	.....	2	I. 2	18				
Tool and block	16	....	4	.....	D. 4	12				
Tool and block	*2	....	.....	.....	.....	*2				
Pile driver	1	....	.....	.....	.....	1				
Snow flanger	1	....	.....	.....	.....	1				
Snow plow	1	....	.....	.....	.....	1				
Snow plow	*1	....	.....	.....	.....	*1				
Snow sweeper	*1	....	.....	.....	.....	*1				
Derricks	4	....	.....	.....	.....	4				
Stone and wood flat—wooden	7	....	.....	.....	.....	7				
Stone and wood flat—steel underframe	5	....	.....	.....	.....	5				
Water tank	1	....	.....	.....	.....	1				
Calcium distributing	3	....	.....	.....	.....	3				
Miscellaneous service cars	11	....	1	.....	D. 1	10				
Shop workmen—wooden	1	....	.....	.....	.....	1				
Business—wooden	1	....	.....	.....	.....	1				
Rail loader	1	....	.....	.....	.....	1				
Total	69	....	5	2	D. 3	66	.....	.....	$71,441	D. $2,288
FLOATING EQUIPMENT.										
Ferryboats	2	....	.....	.....	.....	2				
Tug boats	1	....	.....	.....	.....	1				
Total	3	....	.....	.....	.....	3	.....	.....	$11,937	
MISCELLANEOUS EQUIPMENT.	.....	....	.....	.....	.....	.....	.....	.....	$1,013	I. $1,613
Total valuation as per General Ledger									$5,541,402	D. $42,431

*Leased to Atlantic City and Shore Railroad Company. Not included in totals available for service.
NOTE.—This statement includes ten freight cars available for service with a capacity of 500 tons, leased under the various car trusts.

Exhibit D-41 of June 13, 1928.

(Page 17 of Deposition of George Kupetz.)

house? A. I saw him right in the station in the morning, coming with his mail.

"Q. And you were here in the house? A. Me?

"Q. Yes. A. No, I was outside.

"Q. Whereabouts? A. On the porch.

"Q. How far is this house from the station? A. I do not know how many feet, a hundred feet,—something like that.

"Q. Now, you said you saw him again in the afternoon. Is that right? A. Yes.

"Q. Where were you when you saw him in the afternoon? A. Around home like before.

"Q. You were in your house? A. Yes.

"Q. Inside the house? A. No, not inside; outside the house.

"Q. Where abouts,—were you sitting on the porch? A. On the porch and alongside the house and walking around.

"Q. How does this porch face,—were you sitting on the porch on the west side of the house, or on the south side of your house? Or were you facing the station when you were sitting on your front porch? A. Yes.

Anna Barnosky

Anna Barnosky

Anna Barnosky

D-3 for id

EXHIBIT

DATE 4/12/28

JOHN P. DENGLER, Stenographer

HUDSON COUNTY COURTS

Exhibit D-3 for Identification.

Exhibit D-4 for Identification.

Statement of Mrs. Anna Barnosky, Milmay, New Jersey.

Obtained by E. M. Woodward,
in the presence of Sherron Miskelly.

November 9, 1923

George Panco, is my brother and Thomas Ross was to go to my brother's place to have some work done on his car, but he had not been there prior to the accident. I live on the west side of the roadroad about 1500 feet south of the Kelly property, the Kelly property being on the east side of the railroad. I left my home at 12 minutes after 5.00 P. M. and drove my car up the road adjacent the railroad and stopped about opposite the south side of the Kelly property. I judge from the time I left my home until I stopped it was about a minute. My husband is Assistant Section Foreman on the Atlantic City Railroad and he was cutting some wood in the woods close to where I stopped. When I stopped my car, I looked over toward the Kelly property and I saw an automobile, which I knew was Thomas Ross' car. It was headed south on the roadway on the east side of the railroad. I did not see Mr. Ross, but from the noise made by the engine I can tell it was a Chevrolet car and I am sure it was his car. The car was just below Kelly's house and the engine started and stopped twice to my knowledge before the car finally went further down the road. Before I left this point, this car came back, going in the direction of Milmay and the head lights on the automobile were burning. We put some wood in the back of our car and I drove home. As soon

as I stopped my car in our yard I went into the house, put some wood on the fire, strained the potatoes, put hot water on them and put them on the stove when I heard a crash. I heard the train pass in front of my home, but I am unable to say whether the whistle was blown for the crossing or whether the engine bell was ringing as the train approached the crossing. The whistle might have been blown, but I did not notice it. As near as I can tell from the time I saw the automobile going back toward Milmay until I

ANNA BARNOSKY.

Exhibit D-5 for Identification.

heard the crash not more than three minutes elapsed. Thomas Ross purchased his Chevrolet touring car from Joseph Bullock, Agent for that car in this section. Joseph Bullock is employed at Pierson's Garage, Vineland. Thomas Ross only had the car a few weeks. I do not know whether he had a driver's license.

ANNA BARNOSKY.

Exhibit D-6 for Identification.

PENNSYLVANIA RAILROAD SYSTEM

.....Region

Division April 8, 1925

Statement of—Edward Ballard Occupation—Acting Postmaster.

Business Address——

Home Address—Milmay

Made to A. P. Turnbull at Milmay P. O. on the 8th day of April 1925 in the presence of M.

Chambers. with reference to accident to Thomas Ross at Cedar Ave, Nov 8, 1923

NOTE.—Have party making statement give names and addresses of all other persons he knows of who were witnesses or have any knowledge of the occurrence, and, if possible, have the statement signed by the person interviewed and attested by some person present other than the one to whom it was made.

On the evening of November 8, 1923 about 5.30 P. M. I was standing near the window of my house on Cedar Ave. Milmay. I was not looking out of the window and I did not see the northbound train approaching. The children were wrestling on the floor and I was watching them so I did not hear the bell ringing or the whistle blowing as the train approached Cedar Ave where the machine driven by Thomas Ross was struck. The whistle might have been blown and the bell might have been rung but I cannot say that I heard them.

I heard the crash as the train struck the auto and I looked out of the window and saw a flame shoot up. I ran to the scene of the accident and saw all the people lying around so I came right back home. I did not notice whether the headlight on the train was lit.

Q. Have you read this entire statement? Yes. A. Yes.

Q. Is it correct and true? A. Yes.

Q. Does it contain all the facts and circumstances of the accident of which you have knowledge? A. Yes.

E. H. BALLARD

Witness.

M. CHAMBERS.

Exhibit D-16 for Identification.

NEW JERSEY SUPREME COURT,

HUDSON CIRCUIT.

DANIEL ROSS, as administrator *ad prosequendum* of CHRISTINA ROSS, deceased, *Plaintiff,* *against* PENSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN, *Defendants.*	Action at Law. Notice to Take Deposition.

To:

WALL, HAIGHT, CAREY & HARTPENCE, Esqs.,
Attorneys for Defendants,
#15 Exchange Place,
Jersey City, N. J.

SIRS:

PLEASE TO TAKE NOTICE, that W. W. ATTERBURY and LEWIS NEILSON, material witnesses on behalf of the plaintiff herein, who reside without the State of New Jersey, and whose testimony is necessary in this cause, will be examined *de bene esse,* pursuant to Section 45 of the Evidence Act, Compiled Statutes, Volume 2, pages 2234-2236, on the part of the plaintiff in this cause, before ALLAN J. O'BRIEN, a Master in Chancery of this State, at the office of Albert L. Moise, Suite 1104, Land Title Building, in the City of Philadelphia, State of Pennsylvania, at 11:30 o'clock A. M., on the 21st

day of January, 1925, and thereafter from day to day as the taking of such depositions may be adjourned, until the same is completed, at which time and place you are hereby notified to be present and propound interrogatories, if you think fit.

Dated, Jersey City, N. J., January 7, 1926.

Yours &c.,

RICHARD J. MACKEY,
Attorney of Plaintiff,
#319 Arlington Avenue,
Jersey City, N. J.

Exhibit D-18 for Identification.

NEW JERSEY SUPREME COURT,

HUDSON CIRCUIT.

DANIEL ROSS, as administrator *ad prosequendum* of Thomas Ross, deceased,
Plaintiff,
against
PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN,
Defendants.

Action at Law.
Admission of Facts.

Reserving the right to object on the trial as immaterial and irrelevant to any or all parts hereof, it is hereby admitted, for the purposes of this suit and for no other purpose whatever and without prejudice, as follows:

Exhibits.

1. That the West Jersey & Seashore Railroad Company is a railroad corporation of the State of New Jersey controlled by the defendant, Pennsylvania Railroad Company, a corporation of the State of Pennsylvania, to the extent only that the ownership of a majority of the capital stock of the West Jersey & Seashore Railroad Company may give it control, and was so controlled by said defendant on November 8th, 1923, and at all times during the year 1923.

2. That the West Jersey & Seashore Railroad was operated as a part of the Pennsylvania Railroad System at all times during the year 1923.

3. That the Pennsylvania Railroad Company is in control of the entire Pennsylvania Railroad System, of which the West Jersey & Seashore Railroad Company is a part, to the extent only that the ownership of a majority of the capital stock or leases of the various railroad companies operated as parts of said System may give it control, and was so in control on November 8th, 1923, and at all times during the year 1923.

4. That the defendant, Calvin W. Steelman, at all times during 1923, was an engineer in the employ of the West Jersey & Seashore Railroad Company and at the time of the accident complained of in this action was engaged in operating one of the trains of the West Jersey & Seashore Railroad Company.

5. That at all times during the year 1923, the executive officers operating the Pennsylvania Railroad Company were identical with the executive officers operating the West Jersey & Seashore Railroad Company.

6. That all public time tables showing the trains passing through the town of Milmay, New Jersey, bore upon them the name "Pennsylvania Railroad System."

7. That at all times during the year 1923 the terminals at Philadelphia and at Camden from which the trains of the West Jersey & Seashore Railroad Company departed, bore upon them in large letters the sign "Pennsylvania Railroad."

8. That the tender of the locomotive which was operated by Calvin W. Steelman on November 8th, 1923, and which collided with the plaintiff's intestate at Milmay, New Jersey, on that date, bore upon its side the word "Pennsylvania" and that the cars being pulled by said locomotive also bore upon them the word "Pennsylvania"; and that the letters "W. J. & S. S. R. R." appeared upon the rear end of said tender.

9. That at all times during the year 1923, the West Jersey & Seashore Railroad Company had an outstanding capital stock of $11,691,955 consisting of $11,586,250 common stock and the balance special stock; that out of this outstanding capital stock the Pennsylvania Railroad Company owned during said period $6,747,900 common stock and $45,550 special guaranteed stock.

10. It is also expressly stipulated that this admission may be used with like force and effect in the three other actions now pending in New Jersey Supreme Court, Hudson Circuit, against the above named defendants in which the plaintiffs are respectively:

a. Daniel Ross, as administrator *ad prosequendum* of Christina Ross, deceased;

b. Daniel Ross, as administrator *ad prosequendum* of Robert Ross, deceased;

c. Thomas Ross, an infant, by Daniel Ross, his next friend.

Dated January 28, 1926.

WALL, HAIGHT, CAREY & HARTPENCE,
Attorneys for Defendants.

Exhibit D-39 for Identification.

Owner's Name—Thos. Ross (326797)
Address—Millmay, N. J.

STATE OF NEW JERSEY

DEPARTMENT OF STATE—COMMISSIONER OF MOTOR VEHICLES

Application for Registration of a Passenger Vehicle

I, the undersigned, the owner of the automobile herein described, hereby apply for registration of said vehicle and for that purpose make the following answers to the questions contained in this application.

DESCRIPTION OF VEHICLE

1922 Registration No.——
Maker's Name—Chevrolet
Serial Number—285543
Engine Number——
Kind of Body—T
Color of Body—Blk.
Year of Make—1920
Model——
Number of Cylinders—4
Bore of Cylinders——

Horse Power (S. A. E.)—22
Has Car a Reflecting Mirror?—Yes
Do Headlights comply with Law?——
What Method have you employed to eliminate dazzle and glare?——

State of New Jersey }
County of Atlantic } ss.:

Thos. Ross says that he is the above named applicant, (or if a corporation the.....of....., a corporation, the above named applicant), that he signed the above application, knows the contents thereof, and hereby makes oath in due form of law that the statements and answers contained therein are true.

THOMAS ROSS

Subscribed and sworn to before me this..... day of ....., 192...

F. A. BUGBEE
Notary Public of New Jersey

Issued by.....at Vineland date—Oct. 11-23 Fee—$4.40

#35

STATE OF NEW JERSEY

DEPARTMENT OF STATE.

DEPARTMENT OF MOTOR VEHICLE REGISTRATION AND REGULATION

I, William L. Dill, Commissioner of Motor Vehicles, of the State of New Jersey, do hereby certify that the annexed is a true copy of the application of Thomas Ross, Millmay, New Jersey,

to whom passenger registration number 326797 was issued on the eleventh day of October, 1923, as the same has been taken from and compared with the original, now remaining on file and of record in this office.

IN TESTIMONY WHEREOF: I have hereunto set my hand and affixed my Official Seal, at Trenton, this thirteenth day of March, A. D. 1926.

W. L. DILL
(Seal) Commissioner of Motor Vehicles

Exhibit D-40 for Identification.

#36

STATE OF NEW JERSEY

DEPARTMENT OF STATE.

DEPARTMENT OF MOTOR VEHICLE REGISTRATION AND REGULATION

I, William L. Dill, Commissioner of Motor Vehicles, of the State of New Jersey, do hereby certify that after a very careful and thorough search of the records on file in this office, we are unable to locate a drivers license under the name of Thomas Ross, Millmay, New Jersey, for the year 1923.

IN TESTIMONY WHEREOF: I have hereunto set my hand and affixed my Official Seal, at Trenton, this thirteenth day of March, A. D. 1926.

W. L. DILL
(Seal) Commissioner of Motor Vehicles

New Jersey Court of Errors and Appeals

DANIEL ROSS, as Administrator *ad prosequendum* of Christina Ross, deceased,
Plaintiff-Respondent,

v.

THE PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN,
Defendants-Appellants.

Action at Law.

On Appeal from New Jersey Supreme Court.

BRIEF OF DEFENDANTS-APPELLANTS.

I.

Statement of the Case.

At about 5:17 P. M., November 8, 1923, Thomas Ross, Sr., attempted to drive an automobile across the tracks of the Atlantic City Railroad Company at the Lombard Street Crossing in Milmay, a small village in Atlantic County, New Jersey. In the automobile with him were his wife, Christina, and his two children, Thomas, Jr., who was between three and four years old, and Robert, aged about eighteen months. It was just about dusk. Mr. and Mrs. Ross sat on the front seat of the car. Mrs. Ross held Robert on her lap. Thomas, Jr., sat on the rear seat. Mrs. Ross sat on the right side of the front seat, and Mr. Ross on the left. The car was an open Chevrolet, with no side curtains, and it had two doors on each side, one for the front seat

and one for the rear. It was clear. The automobile was driven toward the crossing from the southeast, on a sandy road, infrequently used, running on an acute angle, which, however, curved toward the west as it neared the tracks, crossing them practically at a right angle. The tracks ran generally north and south. There was a curve to the east through Milmay, which commenced a few feet south of the crossing where Mr. Ross attempted to cross, and continued to a point some distance beyond the Milmay station, to the north. There were no gates or bell or watchman at the crossing, but there were the standard crossing signs on both sides of the tracks. There was a clear view of the tracks two or three miles to the south, from a point about a hundred and fifty feet back from the tracks continuously up to the crossing. There is evidence to the effect that Ross stopped the automobile ten to fifteen feet back from the crossing and looked both up and down the tracks. Mrs. Ross looked straight ahead. Ross then drove the automobile upon the crossing, where it stalled for about two minutes (Case, Vol. I, p. 108). It was struck by a West Jersey and Seashore Railroad Company train approaching from the south, which was on the left of the car, the driver's side. There is also evidence that the automobile did not stop, but kept right on moving slowly up to and upon the crossing, where it was struck by the train.

Mr. and Mrs. Ross and the young child Robert were killed. Thomas, Jr., was severely injured, but survived.

Suits were brought in the Supreme Court against The Pennsylvania Railroad Company and Calvin W. Steelman, the engineer who ran the West Jersey and Seashore locomotive which struck the automobile, in behalf of Thomas Ross, Jr., the survivor. Daniel Ross, a brother of Thomas, Sr., is the administrator *ad prosequendum*.

In the present case, for the death of the mother, the retrial resulted in a verdict in favor of the plaintiff for $25,000 against both defendants. On rule to show cause, this was reduced to $15,000 and judgment final was entered accordingly (Case, Vol. I, p. 291). All exceptions and objections were reserved in the rule to show cause (Case, Vol. I, p. 9), and the case is now before this Court on defendants' appeal from that judgment (Case, Vol. I, p. 292).

II.

Grounds of Appeal Relied Upon.

The grounds of appeal relied upon are numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 27, 28, 29, 30, 32, 33, 36, part of 37, 39 and 40 (Case, Vol. I, pp. 294-310).

They fall into groups according to the questions involved, and relate chiefly to the submission to the jury of the issues which defendants contend were legal issues to be determined by the Court, rather than to the substance charged.

III.

Questions Involved.

1. Can the corporation The Pennsylvania Railroad Company be held liable for the alleged tort of the corporation The West Jersey and Seashore Railroad Company, a separate and distinct corporate entity?

2. Was not the proximate cause of the death of plaintiff's intestate her failure to exercise reasonable care for her own safety, or the failure of the driver of the automobile in which she was riding to exercise such care?

3. Should not the Court have directed a verdict in favor of the defendants, and not submitted the issues to the jury?

4. Should not the Court have admitted in evidence the Certificates of the Commissioner of Motor Vehicles showing non-issuance of driver's license to Thomas Ross, Sr., and the date of registration of the automobile?

5. Should not the Court have excluded the letters written by Daniel Ross to A. P. Turnbull and by Turnbull to Ross?

6. Should not the Court have excluded the evidence pertaining to the presence of the word "Pennsylvania" on the cars and locomotive, on the terminal station at Camden, and on the uniforms of the train crew?

7. Should not the Court have excluded the evidence on cross examination of the defendant Steelman pertaining to the speed of the train?

8. Should not the Court have admitted the testimony of Daniel Ross relating to the length of time Thomas Ross, Sr., had driven an automobile?

9. Should not the Court have charged the jury as requested by defendants as follows:

> "1. As the automobile driven by Thomas Ross, Sr., and in which the decedent, Christina Ross, was riding, approached and attempted to go upon and cross over the railroad tracks at the Lombard Street Crossing, at Milmay, New Jersey, just prior to the collision with the train resulting in the death of both of those persons, it was the duty in law of both the driver of the car and of said Christina Ross to stop for the train and let it pass by, and not the duty of the train and those operating it to stop the train in order to let the automobile go upon and cross over the tracks, before the train

passed by; and if the driver and the occupants of the automobile under such circumstances could not be sure otherwise whether the train was dangerously near, it was their duty in law to stop and look and listen effectively and even get out of the automobile in order to avoid being struck by the approaching train; and the failure of said driver or of said Christina Ross in the present case so to do would bar the plaintiff in this action from any right of recovery against the defendants or either of them for the death of said Christina Ross, because in either event the proximate cause of the death of said Christina Ross was the negligence of said driver or of said Christina Ross, and not any negligence of the defendants or either of them as alleged in the complaint."

"3. The fact that the defendant The Pennsylvania Railroad Company owned a majority of the capital stock of The West Jersey and Seashore Railroad at the time of the accident complained of on November 8th, 1923, will not render The Pennsylvania Railroad Company responsible in damages for any tort or actionable injury committed by The West Jersey and Seashore Railroad Company or its servants or employees, nor warrant or justify a finding against the defendant The Pennsylvania Railroad Company in this action.

"4. The fact that The West Jersey and Seashore Railroad Company was a part of The Pennsylvania Railroad System at the time of the accident complained of on November 8th, 1923, will not render The Pennsylvania Railroad Company responsible in damages for any tort or actionable injury committed by The West Jersey and Seashore Railroad Company or its servants or employees, nor warrant or justify a finding against the defendant The Pennsylvania Railroad Company in this action."

"7. The contributory negligence of the decedent, Christina Ross, no matter how slight,

New Jersey State Library

will bar any right of recovery by plaintiff against the defendant or either of them in this action.

"8. The burden of proof is on the plaintiff to establish his cause of action as alleged in the complaint, and unless he has done this by the preponderance of the evidence, he is not entitled to a verdict in his favor in this action."

IV.

ARGUMENT.

(a)

The evidence is clear as to the proximate cause of the accident and the responsibility therefor.

Thomas Ross, Sr., who was driving the automobile, had purchased the car but a few months prior to the accident. Proof was offered by defendants to show this fact and that he did not even have a driver's license, but this was excluded (Case, Vol. I, pp. 246, 247; Vol. II, pp. 247-249). The certificates of the Commissioner of Motor Vehicles, showing the date of registration of the automobile, and that no license had been issued to Mr. Ross, should have been admitted in evidence. The same is true with regard to the question asked of Daniel Ross as to how long Thomas Ross had the car (Case, Vol. I, p. 75), which was excluded. The defendants in developing the situation to demonstrate where the proximate fault lay, were entitled to show this as facts in the chain of circumstances surrounding the disaster for which plaintiff seeks to hold them responsible. The basic exaction of the law regulating the operation of automobiles on the public highways is, that before any person shall be permitted to so operate a car he must unequivocally obtain from the State a license to drive, which is

8. The Commissioner of Motor Vehicles shall be authorized, and full power and authority are hereby given to him to license at his discretion, and upon payment of the lawful fee, any proper person of the age of seventeen years or over to be a motor vehicle driver, said commissioner or his inspectors, having first examined said person ,and being satisfied of his or her ability as an operator, which examination shall include a test of the knowledge on the part of said person of such portions of the mechanism of motor vehicles as is necessary, in order to ~~having first examined said person, and being satisfied of his or~~ insure the safe operation of a vehicle of the kind or kinds indicated by the applicant, and of the laws and ordinary usages of the road, and the said applicant having demonstrated his or her ability to operate a vehicle of the class designated; and the said Commissioner of Motor Vehicles may, in his discretion, refuse to grant a license to drive motor vehicles to any person who shall, in the estimation of said commissioner, be an improper person to be granted such a license.

10. (1) No person shall hereafter drive an automobile or motor cycle upon any public highway in this State unless licensed to do so in accordance with the provisions of this act. No person under the age of seventeen years shall be licensed to drive automobiles or motor cycles, nor shall any person be licensed to drive automobiles or motor cycles until said person shall have passed a satisfactory examination as to his ability as an operator, which examination shall include a test of the knowledge on the part of said person of such portions of the mechanism of automoblies or motor cycles as is necessary in order to insure the safe operation of a vehicle of the kind or kinds indicated by the applicant. Driver's license certificates shall expire on the thirty-first of December of each year. Said licensee shall be entitled to drive any registered automobile or motor cycle. The annual license fee to be charged shall be three dollars for drivers of motor vehicles and one dollar for operators of motor ~~vehicles~~ cycles.

4.-(2) The Commissioner of Motor Vehicles shall keep a record of all his official acts, and shall preserve copies of all decisions, rules and orders made by him, and shall adopt an official seal. Copies of any act, rule, or order, or decision made by him, and of any paper or papers filed in his office may be authenticated under said seal, at a cost not to exceed one dol-

lar and fifty cents for each authentication, and when so authenticated, shall be evidence equally with and in like manner as the originals, and said commissioner shall be empowered to communicate with the police departments and peace officers in the State for the purpose of and with the object of the proper enforcement of this act.

19. (1) It shall be the duty of the Commissioner of Motor Vehicles to cause all applications for registration and drivers' licenses to be alphabetically indexed, and any such original application or any copy thereof certified to be a true copy under the hand of the said Commissioner of Motor Vehicles shall be received as evidence in any court of this State to prove the facts contained therein. For each certified copy so issued the Commissioner of Motor Vehicles shall collect a fee of one dollar and fifty cents.

issued only upon his qualifying as such driver to the satisfaction of the authorities vested with the administration of the automobile regulations. It is strictly unlawful for a driver to so operate an automobile without such license (P. L. 1921, p. 647, Sec. 4[2]; *Id.*, p. 671, Sec. 19[1]; *Id.*, p. 651, Sec. 8, and p. 653, Sec. 10[1]. The jury would have the right not only to assume, but might reasonably have found, that a person who had not qualified for and did not possess a driver's license, and who had driven a car but a short time, was incapable and unfit to drive an automobile, and that any one who trusted himself to his care, as did plaintiff's intestate, did so at his own risk and failed to exercise reasonable care for his safety and under such circumstances the jury might well have found that the proximate cause of the accident lay with the driver of the automobile or with plaintiff's intestate, and not with defendants. For the contributory negligence of Mrs. Ross, no matter how slight, would bar any right of recovery by plaintiff in this action against the defendants or either of them. And the Court's refusal to so charge, when requested by defendants, is alleged as error (Case, Vol. I, pp. 284, 288, Request 7; 306).

P. R. R. Co. v. *Righter,* 42 N. J. Law 180, 183.

Evers v. *Davis*, 86 N. J. Law 196, cited in 91 Law 571, 98 Law 545;
Lange v. *N. Y. S. & W. R. R. Co.*, 89 N. J. Law 604;
Schroeder v. *P. S. Ry. Co.*, 118 Atl. Rep. 337.

It is also respectfully submitted that the Court erred, in this respect, in refusing to charge defendants' Request 1 (Case, Vol. I, pp. 284, 286, 304). It comes clearly within the rule of *B. & O. R. R. Co.* v. *Goodman,* 275 U. S. 66; 72 L. Ed. 167; 48 Sup. Ct. Rep. 24, *infra,* which it is submitted is binding upon the Courts of this State, and should be applied by them (Case, Vol. I, p. 254).

But aside from that, Mr. Ross must have been an inexperienced driver. Both he and Mrs. Ross had lived in the near vicinity of the crossing for

a number of years. The train was a regularly scheduled train, and was on time. They must have known the usual character, speed, frequency and approximate schedule of the trains over the line of the Atlantic City Railroad at Milmay, the little village in Atlantic County where the accident occurred. That was a line of the Reading Railway system, over which the West Jersey and Seashore Railroad Company trains ran *en route* from Camden to Cape May and Wildwood and return, by formal agreement between those two corporations (Case, Vol. I, pp. 68, 222; Vol. II, pp. 14, 175).

Nevertheless, Mr. Ross placed his entire family in the automobile with him, drove down a sandy country road through the woods, but little used, and then returned to the Lombard Street crossing, at Milmay, about dusk, and attempted to cross the tracks at a time when he must have known that one of the fast, through express trains was about due, and the approach of which could have been readily discovered by the occupants of the automobile by the exercise of reasonable care, for according to the testimony it was traveling about sixty to sixty-five miles an hour (Case, Vol. I, pp. 211-216; Vol. II, p. 10), and was therefore, upon plaintiff's own calculation, within the clear field of vision in the two or three miles straight-away view down the tracks as the automobile approached the crossing. The evidence of plaintiff shows that Mr. Ross stopped the car a short distance from the tracks and looked for approaching trains. This is disputed by other witnesses, who say that the car kept right on moving towards the tracks. Mrs. Ross did not look.

In any event, it is not only undisputed, but is asserted by both sides, that there was a clear and unobstructed straight-away view of the tracks for several miles in the direction from which

the train came, which was on the side on which the automobile driver sat. This was observable to any person on the road over which Ross drove the automobile up to the crossing, for a distance of over one hundred feet back from the tracks continuously up to them. The approaching train could not help being observed by anybody in the automobile who used the precautions which the law exacts of those *sui juris* about to cross railroad tracks. Mrs. Ross had the same opportunity of observation as the driver, and there was nothing to prevent her leaving the car had she so willed when it stalled. Plaintiff produced the evidence to show that the automobile stalled on the tracks and that it remained there about two minutes before it was struck (Case, Vol. I, p. 108), and upon this bases his claim of liability of defendants, on the theory that the car could have been plainly seen by the approaching engineer in season to have averted the disaster, but that he failed to do so. The engineer, however, says that he did not see the stalled car on the track until within from 100 to 135 feet of it, and that he then blew the danger whistle and applied the emergency brakes, but it was impossible to stop the train, which was running about 65 miles per hour, before striking the car. (Case, Vol. I, pp. 188, 206, 216, 217.) He says it was dusk; the headlight had been lighted and was burning bright; that the locomotive whistle and bell had been regularly sounded for the crossing (in which he is corroborated by a number of other witnesses); and he had seen the taillight of the automobile just a short time before as it ran along the road (which approached the crossing on an angle which would put it in that position), but had lost sight of it until it flashed into view again on the tracks as his headlight covered it going around a slight curve which begins just south

of the crossing where the accident occurred and continues to a point some distance beyond the Milmay station to the north. (Case, Vol. I, pp. 186, 187, 190, 210, 211, 213, 217; Vol. II, p. 10.) The train was running north from Wildwood to Camden, and was just about on schedule time at Milmay. It was a through train, and had been running on its then schedule for many years.

There was conflicting evidence as to the bell and whistle, but the credible testimony was in favor of defendants. The crossing was protected by warning signs, but there were no gates, bell or watchman. It was maintained by the Atlantic City Railroad Company, and the West Jersey and Seashore trains merely had trackage rights over it, under the agreement mentioned *supra.*

There is no evidence to show that Steelman actually knew of the presence of the stalled car (if it was stalled) in season to avoid striking it, and the evidence shows that he was not in a position to have so acted, or to have anticipated its presence there. The Court erred in submitting to the jury the determination of this question. There was no evidence to warrant it. (Case, Vol. I, pp. 265, 267, 268, 281-283.) The automobile was a small object, difficult of discernment in the dusk as the locomotive approached the crossing, and with nothing to create an anticipation of its presence there or a duty to expect it. But the lighted headlight and the natural noise of the large, moving train could have been discerned by the occupants of the automobile in ample season to have avoided injury had they exercised that care which the law exacts of those in such circumstances. And if it be true that the car was so stalled for the period stated, the most instinctive motives of care and caution would seem to have dictated the instantaneous departure from the automobile by its

occupants *sui juris*, and the removal of the others, under the circumstances of danger which must have been perfectly patent and appreciable.

Swanson v. *C. R. R. Co.*, 63 N. J. Law 605;
Van Riper v. *R. R. Co.*, 71 N. J. Law 345;
Brennan v. *P. R. R. Co.*, 73 N. J. Law 147;
Willoughby v. *Erie R. R. Co.*, 77 N. J. Law 149;
Fisher v. *W. J. & S. S. R. R. Co.*, 2 N. J. Misc. Rep. 1161;
Dourte & Irelan, Inc. v. *P. R. R. Co.*, 6 N. J. Misc. Rep. 659;
Dost v. *At. City R. R. Co.*, 7 N. J. Misc. Rep. 326;
Stryker v. *P. R. R. Co.*, 104 N. J. Law 299;
B. & O. R. R. Co. v. *Goodman*, 275 U. S. 66; 72; L. Ed. 167; 48 Sup. Ct. Rep. 24.

(b)

The engineer had the legal right to run his train at the speed at which it was traveling, and he was not required to anticipate the presence of an automobile on every crossing and to operate his locomotive in a manner and at a speed that would enable him to bring it to a standstill in season to prevent a collision whenever it so happened that an automobile or other vehicle was there. On the contrary he had the legal right to assume that travelers on the highway would observe the law and take reasonable care to avoid colliding with the approaching train. It was error to admit the questions asked of the defendant Steelman regarding the speed of the train, as stated in Ground of Appeal number 33 (Case, Vol. I, pp. 205, 212, 215, 307). Their effect was to create the impression in the minds of the jury that the speed was improper and unjustifiable.

P. R. R. Co. v. *Righter,* 42 N. J. Law 180, *supra;*
Smith v. *P. S. Co.,* 78 N. J. Law 478;
B. & O. R. R. Co. v. *Reeves,* 10 Fed. (2nd) 329;
Horandt v. *C. R. R. Co.,* 78 N. J. Law 190; 81 Law 488;
Joyce v. *W. J. & S. S. R. R. Co.,* 83 N. J. Law 608;
Lynch v. *P. R. R. Co.,* 88 N. J. Law 408;
Leithead v. *W. J. & S. S. R. R. Co.,* 78 N. J. Law 148;
Lindsay v. *P. R. R. Co.,* 78 N. J. Law 704;
Camden, &c., Ry. Co. v. *Young,* 60 N. J. Law 193; cited in 69 L. R. A. p. 526;
Merklinger v. *Lambert,* 76 N. J. Law 806;
Pennington v. *Dr. Gen'l R. R.,* 97 N. J. Law 40;
Price v. *R. R. Co.,* 31 N. J. Law 229, 238;
Staub v. *P. S. Ry. Co.,* 97 N. J. Law 297;
~~*B. & O. R. R. Co. v. Reeves,* 10 Fed. (2nd) 329, *supra;*~~

In 29 *Cyc.,* 522, 523, 531, 532, it is stated that:

"II. In order to relieve a person from the consequences of his own acts on the ground that they are done suddenly and under impending danger, there must be either a real danger or the circumstances must be such as to create in his mind a reasonable apprehension of danger, and the injured person must be placed in such a position that he has to choose on the instant in the face of the impending peril. If there is time for him by the exercise of reasonable care to withdraw to a place of safety he cannot recover if he does not do so."

* * * * * * *

"III. The rule exempting a person injured from the charge of contributory negligence because of an act done in an emergency applies where the emergency is caused by the negligent act of another. If such emergency is brought about by the person injured negligently placing himself in a position of peril he cannot recover. While it is usually the negligence of defendant which brings about the position of peril, it may be brought about by the negligence of a third person contributing to that of defendant, or that of a third person alone, if the injury which followed the effort to escape was due to defendant's negligence; but not where defendant was not negligent."

* * * * * * *

"Even though the negligence of a third person which cannot be imputed to the person injured contributes with that of defendant in causing the injury, yet, if the person injured is also guilty of negligence contributing to the injury, there can be no recovery."

* * * * * * *

"This rule (if defendant knew of peril and could have avoided it), has no application where the negligence of the person injured and of defendant are concurrent, each of which at the very time when the accident occurs contributes to it."

And in *Staub* v. *P. S. Ry. Co., supra,* Mr. Justice KATZENBACH, speaking for this Court, at page 300 of the report, said:

"There is no evidence in this case that the motorman of the car could see the truck upon the track and after such discovery with ample opportunity to stop his car before a collision would occur, deliberately failed to do so. There was therefore no evidence of wilful or wanton injury which entitled the plaintiff to a submission of this question to the jury."

In the case of *B. & O. R. R.* v. *Goodman,* 275 U. S. 66, 72 L. Ed. 167, cited *supra,* Mr. Justice

HOLMES, speaking for the United States Supreme Court, said:

> "It is thought that there was an emergency in which, so far as appears, Goodman did all that he could.
>
> "We do not go into further details as to Goodman's precise situation, beyond mentioning that it was daylight and that he was familiar with the crossing, for it appears to us plain that nothing is suggested by the evidence to relieve Goodman from responsibility for his own death. When a man goes upon a railroad track he knows that he goes to a place where he will be killed if a train comes upon him before he is clear of the track. He knows that he must stop for the train, not the train stop for him. In such circumstances it seems to us that if a driver cannot be sure otherwise whether a train is dangerously near he must stop and get out of his vehicle, although obviously he will not often be required to do more than to stop and look. It seems to us that if he relies upon not hearing the train or any signal and takes no further precaution he does so at his own risk. If at the last moment Goodman found himself in an emergency it was his own fault that he did not reduce his speed earlier or come to a stop. It is true * * * that the question of due care very generally is left to the jury. But we are dealing with a standard of conduct, and when the standard is clear it should be laid down once for all by the courts." * * *

This was followed in *Stryker* v. *P. R. R. Co.*, 104 N. J. Law 299, *supra*, and in *Dost* v. *At. City R. R. Co.*, 7 N. J. Misc. Rep. 326, *supra*.

It is respectfully submitted that the United States Supreme Court, in the *Goodman* case, has fixed a rule of conduct binding upon all Courts, and that in accordance with that rule, as well as the settled

rule in this Court, the Court below should have directed a verdict in favor of the defendants (Case, Vol. I, pp. 254, 255).

(c)

Defendants were entitled to have the Court charge the jury unqualifiedly as in Request 8 (Case, Vol. I, pp. 284, 288, 306), with respect to the burden of proof.

(d)

The communications from Daniel Ross to A. P. Turnbull, and from Turnbull to Ross were incompetent to bind defendants, and should have been excluded (Case, Vol. I, pp. 65, 67, 68; Vol. II, pp. 3, 4, 5, 6). Those written by Ross were self-serving declarations in so far as plaintiff is concerned, and Turnbull had no authority to bind either defendant.

(e)

The time-table (Exhibit P-13, at p. 16; Case, Vol. I, p. 80; Vol. II, p. 7), was not probative of anything against defendants upon the issues involved. It was introduced specifically as part of plaintiff's effort to hold the defendant The Pennsylvania Railroad Company liable for the alleged tort of The West Jersey and Seashore Railroad Company, separate and distinct corporations (Case, Vol. I, pp. 223, 224, 231; Vol. II, pp. 16-237). To like effect are the several questions asked of the various witnesses pertaining to the alleged relation between the two corporations, stated in Grounds of Appeal, numbers 30, 32 (Case, Vol. I, pp. 307, 58, 59, 176, 177); and the charge of the Court respecting the application of the rule regarding the presumption arising from the name on a vehicle. (Case, Vol.

I, pp. 271, 272, 281; Ground of Appeal No. 12, Case, p. 297, Vol. I.)

Edgewood v. *U. S. Exp. Co.*, 58 N. J. Law 463;
Dennery v. *Gt. A. & P. Tea Co.*, 82 N. J. Law 517;
Anderson v. *Green Cab Co.*, 102 N. J. Law 521.

This rule grows out of the necessities of motor and animal drawn vehicles situations, but should have no application to the situation at bar. It is a matter of common knowledge that in making up railroad trains the cars of various companies are used interchangeably as the exigencies of transportation demand. Furthermore, it is difficult to see how the name "Pennsylvania" on the cars, locomotive, or other equipment, could raise a presumption of ownership and operation against "The Pennsylvania Railroad Company." At the most it might apply to the "Pennsylvania System," but that is not "The Pennsylvania Railroad Company." It could as well be applied to a large number of corporations whose names include the word "Pennsylvania," whom the plaintiff, at his will, might select and bring into court, and thus put to their defense.

It is respectfully submitted that the Court erred in admitting this evidence, and in submitting it to the jury as a basis of determining liability of the defendant The Pennsylvania Railroad Company.

The Court below, we respectfully submit, also erred in leaving it to the jury to determine whether or not the defendants were liable to plaintiff in this case, and especially with regard to the defendant The Pennsylvania Railroad Company. The Court should have determined this legal issue.

The theory upon which plaintiff's case is based, and upon which issue is joined in the pleadings, is that the death of plaintiff's intestate was caused by the negligence of the defendant Calvin W. Steelman in the operation of the locomotive which struck the automobile in which intestate was riding at the Milmay crossing, and that the defendant The Pennsylvania Railroad Company is liable *respondeat superior* as his master for the negligent act of its servant Steelman (Case, Vol. I, p. 3). This is the only theory upon which the corporation defendant could be held liable.

> *L. & N. R. R. Co.* v. *Chatters,* 279 U. S. 320; U. S. Adv. Ops. May 1, 1929, No. 10, p. 382;
> *Spelde* v. *Goltieri,* 102 N. J. Law 203;
> *Merklinger* v. *Lambert,* 76 N. J. Law 806, 814, *supra.*

But it is undisputed that Steelman was an employe of The West Jersey & Seashore Railroad Company, which was operating the train in question at the time of the accident, by whom he had been employed for more than forty years, and that he had never been employed by The Pennsylvania Railroad Company (Case, Vol. I, pp. 183, 195; Vol. II, pp. 8, 11, 14). Plaintiff himself put this in evidence. (Case, Vol. I, pp. 220, 123; Vol. II, p. 8, *et seq.*) All the train crew also were employes of and paid by The West Jersey and Seashore Railroad Company (Case, Vol. I, pp. 165, 166, 168, 173, 174, 175, 179, 180, 183, 184; Vol. II, pp. 162-174). Plaintiff, however, over the repeated objection of the defendant, sought to hold The Pennsylvania Railroad Company liable for the *respondeat superior* responsibility of The West Jersey & Seashore Railroad Company for *its servants' acts* by showing that The Pennsylvania

Railroad Company controlled and operated The West Jersey & Seashore Railroad Company and its trains, as the dominant corporation, and, hence, that The Pennsylvania Railroad Company should be held liable *respondeat superior* for the acts of the servant of The West Jersey & Seashore Railroad Company.

The Trial Court not only admitted evidence offered by plaintiff in support of this theory, but refused to direct a verdict in favor of the defendant railroad company, and submitted to the jury the determination of that legal issue.

However, in this case, the defendant The Pennsylvania Railroad Company, forced to its defence, produced evidence, documentary and oral, public and private, official and personal, to show that not only did it *not* control and operate The West Jersey & Seashore Railroad Company and its trains, but that, on the contrary, it had never been able to secure such control, although it had applied to the Public Utility Commission and to the Courts in its efforts to obtain it. Separate corporate organization, entity and operation was shown indisputably, and the true relation between the two companies was likewise shown to be merely one of close cooperation in public service, as well as in private economic business administration (Case, Vol. I, pp. 221-246, 227, 232; Vol. II, pp. 16-237, 16, 47, 54-56, 70-71, 76-77, 78, 119, 132, 145-158, 161, 175, 186, 195, 211, 235, 237).

The mere fact that The Pennsylvania Railroad Company owns a majority of the capital stock of The West Jersey and Seashore Railroad Company, and that the two corporations work in harmonious conjunction, through cooperative relations of operation, equipment, station facilities and accommodations, and accountancy, as parts of a system having the common name "Pennsyl-

vania," which is not a corporation, cannot render the one corporation liable for the acts of the other, or make the one answerable *respondeat superior* for the alleged torts of the other's employes and servants. Defendant The Pennsylvania Railroad Company was entitled to have the Court charge this unqualifiedly, as in Requests 3 and 4 (Case, Vol. I, pp. 284, 287, 305, 306). The stockholders are not the corporation whose stock they own, and to hold to the contrary and subject a stockholder to individual liability for the act of the corporation would break down the whole fabric of corporate activity and enterprise, destroy the limitation of personal liability for corporate obligations, which is the foundation upon which the entire system of corporate operation is built, and render each stockholder as completely liable to respond from his personal assets for the debt or dereliction of the corporation as though he were operating in his individual capacity. If the proposition contended for by the plaintiff, and sustained by the Court below through the verdict of its jury, to whom it submitted the legal proposition for determination, shall be upheld, then why should the suit be limited to an action against the majority stockholder, The Pennsylvania Railroad Company? Why should not all the numerous other stockholders also be made defendants and brought into the suit to defend?

Bickley v. *Schlag,* 46 N. J. Eq. 533;
Donald v. *Am. Smelting Co.,* 62 N. J. Eq. 729;
Ber. Co. Mut. Assur. Assn. v. *Cole,* 26 N. J. Law 362;
Salt Lake City Bank v. *Henderson,* 40 N. J. Law 52, 54-55;
Thompson &c. Elec. Co. v. *Murray,* 60 N. J. Law 20;

Jackson v. *Hooper,* 76 N. J. Eq. 592, 599, *et seq.,* 606;
Demarest v. *Spiral Riveted Tube Co.,* 71 N. J. Law 14;
Reed v. *Trenton,* 80 N. J. Eq. 503, 507;
Clement v. *Young &c. Const. Co.,* 70 N. J. Eq. 677, 681;
Murphy v. *Cane,* 80 N. J. Law 163;
Peterson v. *C. R. I. & P. Ry. Co.,* 205 U. S. 364, 391; 51 L. Ed. 841, 852;
P. & R. Ry. Co. v. *McKibbin,* 243 U. S. 264; 61 L. Ed. 710;
Genl. Invest. Co. v. *R. R. Co.,* 250 Fed. 160, 165-7; 260 U. S. 261, 268, 285; 67 L. Ed. 244, 252, 259;
Pullman &c. Co. v. *Mo. Pac. Ry. Co.,* 115 U. S. 587, 597; 29 L. Ed. 499, 502;
R. I. Hospital v. *Doughton,* 270 U. S. 69, 81; 70 L. Ed. 475-479;
U. S. v. *Strang,* 254 U. S. 491; 65 L. Ed. 368;
Sloan Corp. v. *U. S. Ship. Bd.,* 258 U. S. 549, 565; 66 L. Ed. 762, 767;
L. & N. R. Co. v. *Chatters,* 279 U. S. 320, 326; U. S. Adv. Ops. May 1, 1929, No. 10, p. 382;
Owl Fumigating Corp. v. *Col. Cyanide Co.,* 24 Fed. 2nd, 718; Affd. 30 Fed. 2nd, 812;
Cook on Corp. (6th Ed.), Secs. 6, 663, 664, 709; *Id.* (8th Ed.) Sec. 709;
U. S. v. *So. Pac. Co.,* 29 Fed. 2nd, 433;
Williamson v. *Smoot,* 3 Martin (O. S.) 405 (La.);
Parker v. *Hotel Co.,* 96 Tenn. 252;
Bundy v. *Ophir Iron Co.,* 38 Oh. St. 300;
Button v. *Hoffman,* 61 Wis. 20;
Gallagher v. *Bwg. Co.,* 53 Minn. 214;
Moore Hardware Co. v. *Tower,* 87 Ala. 206;
Foster v. *Commrs. L. R.,* 1894, 1 Q. B. 516, 527-532.

It seems unnecessary to do more than suggest to the Court that the Courts of this State as well as the Federal courts have steadfastly adhered to the rule that the separate corporate entity of a corporation should be upheld, and that even where *all* the stock of a corporation may be in the hands of one owner, nevertheless strict corporate regularity of action and procedure must be maintained. If the present judgment in this case is sustained, it means that this hitherto rock-ribbed rule has now been departed from, and that countless corporate situations that have been built upon that foundation and operated accordingly will be broken down entirely or will have to be reconstructed to meet the changed rule in this respect.

In submitting this issue to the jury, the Court below gave consideration to *Davis* v. *Alexander*, 269 U. S. 114; 70 L. Ed. 186. (Case, Vol. I, pp. 283-284.) But the situation involved in *Davis* v. *Alexander* is *sui generis*—it is in a class by itself; and it has no application to the situation involved in the case at bar.

Furthermore, the defendant The Pennsylvania Railroad Company contends that the record does not sustain a finding against it for the clear dereliction of another corporation which it neither controls nor operates, and that if the judgment against it in this case is sustained by this Court, it will be deprived of its property without due process of law and that it will be denied the equal protection of the laws, in violation of its rights, privileges and immunities as vouchsafed by the Constitution of the United States, and that its property will be taken to answer for the obligation of another person, for whose acts and derelictions it is not liable or responsible, contrary to the law of the land.

C. B. & Q. R. R. Co. v. *Chicago,* 166 U. S. 226, 237; 41 L. Ed. 979, 985;
Ex parte Virginia, 100 U. S. 339, 346; 25 L. Ed. 676, 679.

It is respectfully submitted that the Court below erred in refusing to direct a verdict in this respect and in submitting this issue to the jury for determination.

V.

It is respectfully submitted that the judgment under review should be reversed.

WALL, HAIGHT, CAREY & HARTPENCE,
Attorneys for and of counsel with Defendants.

NEW JERSEY

Court of Errors and Appeals

DANIEL ROSS, as Administrator *ad prosequendum* of Christina Ross, deceased, Plaintiff-Respondent, against THE PENNSYLVANIA RAILROAD COMPANY and CALVIN W. STEELMAN, Defendants-Appellants.	Action at Law. On Appeal from New Jersey Supreme Court.

BRIEF OF PLAINTIFF-RESPONDENT.

This is an appeal from a judgment of the Supreme Court in favor of plaintiff and against both defendants in the sum of $15,000 (Case, Vol. 1, pp. 291-292). The case was tried before a jury, which rendered a verdict in favor of plaintiff for $25,000, upon which judgment was entered (Case, Vol. 1, p. 8). Defendants sued out a rule for a new trial and the decision of the Supreme Court thereon was that the verdict was excessive and should be reduced to $15,000 (Case, Vol. 1, pp. 289-290). Plaintiff consented to the reduction (Case, Vol. 1, p. 290) and thereupon the judgment now before this Court was entered.

The action was for negligence resulting in the death of plaintiff's intestate.

Plaintiff's intestate lost her life as the result of an accident by which an automobile in which she

was riding was struck by a railroad train at a grade crossing at Milmay, New Jersey, on the afternoon of November 8, 1923. This is admitted by defendants in their brief, but defendants further state in their brief that the train which struck the automobile was a train of the West Jersey & Seashore Railroad Company, whereas the verdict of the jury was necessarily based upon their finding that the train was a train of the defendant Pennsylvania Railroad Company.

It is also admitted by defendants in their brief that the train in question was travelling north ("approaching from the south"); that there was a clear view of the track two or three miles to the south of the crossing; that the weather was clear at the time of the accident; and that there were neither gates, bell nor watchman at the crossing.

The automobile in which plaintiff's intestate was riding was driven by her husband, Thomas Ross, who sat on the left side of the front seat. The plaintiff's intestate sat beside him, on the right side, with her infant child (another victim of the collision) on her lap. The sole survivor (another infant child) sat alone on the rear seat. The automobile had approached the tracks from the east, travelling west. The road on which it approached curved somewhat as it approached the railroad tracks, but crossed the tracks themselves at a right angle. It is stated in defendants' brief that the crossing in question was seldom used, but this statement is absolutely without foundation in the evidence, there being no evidence whatever as to whether the crossing was used frequently or seldom.

Notwithstanding the voluminous assignments of error which are urged by the defendants, the issues presented upon this appeal are clear and may be stated as follows:

1. Was the defendant Steelman free from negligence as a matter of law, or was the question of his negligence properly submitted to the jury?

2. Was plaintiff's intestate guilty of contributory negligence as a matter of law, or was the question of her contributory negligence properly submitted to the jury?

3. Were the propositions of law presented by defendants, and which the Trial Judge refused, "except as I have already charged" (Case, Vol. 1, p. 281, lines 20-30), sufficiently presented to the jury by the general charge of the Court?

4. Was error committed in the admission or exclusion of evidence?

If it be found by this Court that no error was committed by the Trial Court in respect to the above matters, the liability of the defendant Steelman is established beyond question, and the judgment must be affirmed as to him.

There will then arise the further question whether the judgment should be affirmed as to the other defendant, Pennsylvania Railroad Company, and the question, upon the answer to which the determination as to such liability must rest, may be phrased as follows:

5. Should the Trial Court have held as a matter of law that the defendant Pennsylvania Railroad Company was not liable for the negligence of the defendant Steelman, or was the question of such liability properly submitted to the jury?

Before going into the merits of the case, it is necessary to devote some attention to the unfair tactics of the defendant Pennsylvania Railroad Company in attempting to evade liability on its own part, and at the same time shield its subsidiary corporation.

Intestate was killed on November 8, 1923, and under the statute recovery could be had only by action commenced within two years thereafter. On December 17, 1923, plaintiff wrote to the defendant Pennsylvania Railroad Company about the accident (Exhibit P-9, Case, Vol. 2, p. 3). In this letter plaintiff stated:

> "Your investigator stated that your company would meet all these expenses, and as the care of the child will devolve upon me, I will be pleased to hear what your company intends toward the welfare of the child."

This letter was promptly answered by the claim agent of the Pennsylvania Railroad in a letter dated December 20, 1923 (Exhibit P-10, Case, Vol. 2, p. 4), which contained no hint that the defendant Pennsylvania Railroad Company denied operation of the train but merely inquired as to life insurance, or estate left by the intestate's husband, and inquired further:

> "What is your thought as to what we should do for the welfare of the child?" (Case, Vol. 2, p. 550, lines 10-30).

Plaintiff sent a reply to this letter (Exhibit P-11, Case, Vol. 2, p. 5), stating that the intestate's child, for whose benefit this action is brought, was absolutely penniless, and concluding as follows:

> "As to what I think you should do for the child, I would prefer to leave that to you," etc.

On May 15, 1924, the defendant railroad company's claim agent wrote to the plaintiff, stating that he had been trying to get to Dorothy to see plaintiff, but would not be able to do so before the last week in May (Exhibit P-12, Case, Vol. 2, p. 6). The letters to plaintiff as above stated were signed "A. P. Turnbull, District Claim Agent," and were written on paper headed "Pennsylvania System, Bureau of Claims, Legal Department, A. P. Turnbull, District Claim Agent, Camden, N. J."

Having thus acquiesced in plaintiff's claim that it was liable (if anyone was liable) for the killing of intestate, the defendant Pennsylvania Railroad Company let the matter rest there, and during the entire two-year period, during which an action for intestate's death might be commenced, it never by word or act indicated that it disputed in any way that the train which caused the accident was operated by it through its own agents and servants.

It was only after the two-year period of limitation expired that the defendant railroad disclosed for the first time that it intended to rely upon a rather shadowy distinction between the Pennsylvania Railroad *Company* and the Pennsylvania Railroad *System,* and inserted into the case its contention that the engineer of the train was not its employee but was employed by the West Jersey & Seaboard Railroad Company, which is conceded to be a part of the Pennsylvania Railroad System.

This unfair practice adopted by the defendant Pennsylvania Railroad Company makes it necessary to discuss separately the liability of each defendant.

Before going into the argument, it is proper to direct attention to the well-established rule, governing the decisions of this Court, that if issues were properly submitted to the jury this Court will not

disturb the verdict or findings of the jury on such issues (see 4 *Corpus Juris* 850 *et seq.*).

Among the multitude of cases in which the rule has been recognized is *Savino* v. *Goldberg*, 92 N. J. L. 617, where this Court said:

> "* * * manifestly, this court has no jurisdiction or power to review the evidence or determine the weight of evidence, on which a verdict is found by a jury and on which the judgment is based. *Flanigan* v. *Guggenheim Smelting Co.*, 63 N. J. L. 647; *Central Railroad Co.* v. *Tunison*, 55 Id. 561" (92 N. J. L. 618).

The present case is a particularly appropriate one for the application of this rule, for the issues here arising have been submitted to three separate juries in three separate trials, in each of which the jury has found all the issues in favor of the plaintiff. Actions for the death of Thomas Ross, and personal injuries to Thomas Ross, Jr., were tried together and verdicts were rendered in favor of the plaintiff in both cases. On rule to show cause all the contentions advanced on this appeal were advanced in the Supreme Court, with the result that the rule to show cause was discharged.

Ross v. *Pennsylvania Railroad Co.*, 5 N. J. Misc. 809 (not officially reported).

On the first trial of this case all the issues were decided in favor of the plaintiff and a rule to show cause was made absolute upon the sole ground that the jury improperly brought in a verdict for separate amounts against each defendant, instead of a verdict for one amount against both defendants.

Ross v. *Pennsylvania Railroad Co.*, 5 N. J. Misc. 811 (not officially reported).

The judgment from which this appeal is taken involves a decision by a third jury in favor of the plaintiff upon all the issues involved in the case.

In addition to this, the matters which will be brought out in this brief, in showing that the issues were properly submitted to the jury, will of themselves be sufficient to show, if such a showing were necessary, that each of the three juries decided correctly.

POINT I.

The judgment should be affirmed as to the defendant Calvin W. Steelman.

(a) *The question of the negligence of Calvin W. Steelman was properly submitted to the jury and correctly decided by the jury.*

In this case a railroad train, travelling at the rate of at least sixty miles per hour up to the very moment of impact, struck an automobile which was stalled on a highway crossing of which the engineer had a perfectly clear view, if he had looked, for a distance of at least two miles.

The first point to be noticed is that five disinterested witnesses testified that in approaching this unprotected crossing no signals of any kind were given by the train. This was explicitly stated by George Kupetz (Case, Vol. 1, p. 29, lines 30-40), Anna Kupetz (Case, Vol. 1, p. 106, lines 30-40), Andrew Barnowsky (Case, Vol. 1, p. 82, lines 10-30; p. 86, lines 1-10; p. 87, lines 1-10), Anna Barnowsky (Case, Vol. 1, p. 89, line 30; p. 90, line 10) and Edward Ballard (Case, Vol. 1, p. 100, lines 10-30).

George Kupetz (Case, Vol. 1, p. 29, lines 20-30; p. 41, lines 10-20; p. 44, lines 10-20) and Anna

Kupetz (Case, Vol. 1, p. 107, lines 10-30; p. 108, lines 20-30; p. 109, line 30; p. 110, line 10) testified that the automobile in which plaintiff's intestate had been riding was stalled on the track for about two minutes before the train struck it, and defendants' witness, William L. Bert, when pressed on cross-examination, refused to state explicitly that the automobile was not stalled on the track for two minutes before it was struck (Case, Vol. 1, p. 143, lines 20-30).

Of course, defendants produced interested witnesses who claimed that signals were given by the train when approaching the crossing and that the automobile did not stall on the track. But this served merely to raise a conflict of evidence as to these two matters, which was, of course, properly submitted to the jury, and the jury believed plaintiff's witnesses, as it had a right to do, and as was proper in the situation.

Furthermore, the claim that the car was stalled on the track received considerable substantiation from the testimony of the defendant Steelman himself, for he said that immediately before the collision the automobile was *backing off the track* (Case, Vol. 1, p. 188, line 30). Now, no one has claimed that the automobile backed on to the track, and if it was backing off the track it could have been only because it had stopped on the track, and no conceivable reason could be advanced for stopping on the track, except stalling of the engine.

Steelman, the engineer of the train (Case, Vol. 1, p. 185, lines 30-40; p. 200, lines 10-20; p. 205, lines 10-20); Reeves, the fireman of the train (Case, Vol. 1, p. 171, lines 10-20); Wallace, the brakeman of the train (Case, Vol. 1, p. 178, lines 10-20), and Ennis, the baggageman of the train (Case, Vol. 1, p. 181, lines 10-20), agreed that the train ap-

proached the place of the collision at a speed of at least sixty miles per hour, and Reeves, the fireman (Case, Vol. 1, p. 171, lines 10-20), and Wallace, the brakeman (Case, Vol. 1, p. 178, lines 10-20), stated that this speed continued unchecked up to the very moment of the impact.

There was light enough for the defendant Steelman to have seen the automobile on the track if he had been attending to his duties. Plaintiff's witnesses, Edward Ballard (Case, Vol. 1, p. 101, lines 1-10) and Anna Barnowsky (Case, Vol. 1, p. 90, lines 20-30), stated that it was not yet dark at the time of the collision, and defendants' witness, William L. Bert, admitted on cross-examination that it was not dark at the time (Case, Vol. 1, p. 145, lines 1-10). The witness Ballard stated explicitly that it was light enough to see a train a mile and a half away (Case, Vol. 1, p. 102, lines 10-30).

Steelman stated that at a speed of sixty or sixty-five miles per hour he could stop the train in 600 or 700 feet, certainly in 1,000 feet (Case, Vol. 1, p. 206, lines 20-30).

Now, the automobile was stalled on the track for about two minutes. As the train was travelling one mile per minute, it was two miles away when the automobile stalled. There was a clear view and there was enough light to see. Assuming that Steelman saw the auto when it first stalled, when his train was two miles away, he must have realized that something was wrong when the auto stood on the track for the first half minute. At the end of that time his train was still a mile and a half away, nearly eight times the extreme limit within which he could have stopped the train. If he was so negligent that he did not see the auto until he was a mile away, allowing the same half minute for appreciating the emergency, he was still a half

mile away and could have stopped his train with a margin of safety of over 1,600 feet. But Steelman admits that he did not see the auto on the track until he was about 130 feet from it (Case, Vol. 1, p. 187, line 40; p. 188, line 20).

Surely when the engineer of a locomotive, with a clear view of an automobile stalled on the track for at least two minutes, while his train is travelling a distance of two miles, does not see the automobile until he is about 130 feet away from it, the question of his negligence is properly submitted to the jury and a jury is bound to find him negligent.

Steelman's story was that he first saw the auto when he was 1,300 yards away—1,000 yards south of the whistling post, which was 900 feet south of the crossing (Case, Vol. 1, p. 186, line 10; p. 187, line 30)—and that the automobile had then just turned out of the Tuckahoe Road (Case, Vol. 1, p. 186, lines 30-40). Although there was no obstruction whatever, he said that the next time he saw the automobile it was right on the track in front of him, and he was only 130 feet away (Case, Vol. 1, p. 187, line 40; p. 188, line 20). According to Steelman, although he had seen the automobile approaching the track when he was more than two-thirds of a mile away from the crossing, he paid no further attention to it until he was practically at the crossing. This was clearly negligent.

If Steelman's alibi be that he was watching the track and not the automobile, his own testimony convicts him again, for he stated that when he first saw the automobile on the track he was 130 feet away and that the automobile was then *backing off the track.* His testimony was as follows:

> *"By Mr. Hartpence.*
>
> Q. When did you next see the car, the automobile headlights? A. When the reflection of the headlight struck it.

Q. Where? A. Right on the crossing.
Q. Which crossing? A. Lombard Street.
Q. Lombard Street crossing? A. Laid right square on the crossing.
Q. How far away from the Lombard Street crossing would you say you were at the time, approximately? A. 120 to 130 feet from the crossing.
Q. From the crossing? A. From the crossing.

The Court: How much?
The Witness: 130 feet, something like that, saw the reflection, saw the object on the track at that point, I mean.

By Mr. Hartpence.

Q. Was the track straight or curved at that point? A. Curved.
Q. And which way did the curve turn, to your right or left? A. To the right.
Q. To the right? A. Yes.
Q. What did you do when you saw the automobile there at the crossing? A. I closed the throttle, which is customary.
Q. What took place when you did that, what action was taken, if any, by the automobile? A. *He was moving back, backing off the track*" (Case, Vol. 1, p. 187, line 40, to p. 188, line 30).

Now, the car could not have been backing off the track unless it had been on the track for some little time. Even aside from the question of stalling the engine, it takes time to stop an automobile, shift into reverse and begin to back. So according to Steelman himself, the auto must have been on the track, at a standstill, when he was far enough away to have stopped his train without striking it; but he did not see it until too late.

Under all of these circumstances it seems too clear for argument that the question of the negli-

New Jersey State Library

gence of the defendant Steelman was properly submitted to the jury and properly decided by it.

To justify a court in setting aside a verdict on the ground that it is against the weight of evidence, it must so clearly appear that it is against the weight of evidence as to give rise to the inference that it is the result of mistake, passion, prejudice or partiality.

Floerch v. *McDonald,* 82 N. J. L. 357.
Boesch v. *Kick,* 116 Atl. 796, 798.

A verdict that rests upon inference, such as juries are permitted to draw, is normally conclusive.

Smith v. *Lorillard,* 67 N. J. L. 361.
Lenbeck v. *Harms,* 118 Atl. 537, 538.

The Court should not set aside a verdict even though in its opinion the jury, upon the evidence, should have found otherwise.

Knickerbocker Ice Co. v. *Anderson,* 31 N. J. L. 333.
Briggs v. *Public Service Co.,* 91 N. J. L. 1.
Dickinson v. *Payne,* 53 Atl. 699.

A verdict is conclusive where there is any evidence to support it.

Hudson Real Estate Co. v. *Bowen,* 74 N. J. L. 90.
Waldron v. *Wells,* 86 Atl. 363.
Hoppock v. *Eastern Transit Co.,* 77 N. J. L. 342.

Where it cannot be said that a verdict is clearly against the weight of evidence it will not be disturbed.

Harowitz v. *Gottwalt,* 102 Atl. 930.

In the present case it is sufficient to say that the jury believed that the accident occurred in the manner described by plaintiff's witnesses, i. e., that the automobile was stalled upon the railroad track and was struck by the train and the occupants killed and maimed while the driver was attempting to start the engine and thus save the lives of himself and family and plaintiff's intestate was endeavoring to save herself by getting out of the automobile.

This conclusion of the jury is clearly warranted by the evidence and should be acquiesced in by this Court under the rule established by the cases cited above and emphasized in *McKeon* v. *Delaware, etc., R. Co.*, 100 N. J. L. 258, as follows:

> "* * * *to justify the setting aside of a verdict as against the weight of the evidence it must be so clear as to give rise to an inference that the verdict was the result of mistake, passion or prejudice*" (100 N. J. L. 261).

There is no such indication in the present case. The jury simply believed the account given by plaintiff's witnesses and their verdict based upon such belief should not be disturbed.

This applies to the jury's acceptance of the testimony of plaintiff's witnesses that the statutory signals were not given, for this Court has held that where there is a conflict between the evidence of witnesses that a whistle was blown and a bell rung and the evidence of other witnesses who were in a position to hear and did not hear any whistle blown or any bell rung, there is a question for the jury as to whether or not such signals were given.

> *Cowell* v. *Pennsylvania R. Co.*, 101 N. J. L. 507.

It is undisputed that there was a clear view of the track looking toward the south for about two miles from the point where the accident occurred, from which it is clear that the engineer of a train approaching from the south could see the crossing when he was two miles away.

While there is a conflict of evidence, the evidence on behalf of the plaintiff, which the jury believed, was that the automobile was stalled on the track for about two minutes before it was struck. And the jury believed also the evidence that there was sufficient light for the engineer to have seen the stalled automobile on the track a sufficient distance away to have enabled him to stop the train in time to avoid injury.

In this situation it is clear that failure to stop the train was negligence for which the defendants are liable. An exactly similar case has been decided in favor of the contention now asserted by plaintiffs by the Appellate Division of the New York Supreme Court.

> *Fowler* v. *International Railway Co.*, 217 App. Div. 537.

In this case the action was for the death of a truck driver, caused by his truck being struck by a car of defendant's high speed railway company, when it was stalled upon the track, and it was held that failure to stop the car was negligence. On that aspect of the case the Court said:

> "The jury was told that, *if the motorman, in the exercise of ordinary care, could have seen the truck on the tracks in time to have stopped and did not stop, defendant was negligent. The court also charged that the only duty imposed on the motorman was the exercise of that degree of care and caution which would be exercised by a person*

> *of ordinary care and prudence in the same position as the motorman. The average juror who had heard the evidence and argument on the trial would probably have understood the charge to mean that if, in the exercise of ordinary care, the motorman could have stopped the car after he saw the truck stalled and in such evident trouble that a collision was probable, and failed to do so, the defendant might be held negligent.* In any event, since no exception was taken, we may assume that counsel for defendant understood it as stating the correct rule."

To like effect is:

> *Kolenka* v. *Erie R. R. Co.*, 215 App. Div. 82.

This is quite in accordance with the rule in New Jersey as stated in *Taylor* v. *Lehigh Valley Railway Co.*, 87 N. J. Law 673, a case in which a locomotive struck an automobile which was stalled upon the track. In the *Taylor* case the Court said:

> "At that point the track was straight and practically level for a mile or two to the west of said crossing, being the direction from which the train was coming. The engineer of the locomotive drawing the car could have seen and distinguished the plaintiff's automobile stalled on the crossing in time and at such a distance to have stopped the train before colliding with the automobile. At the time the automobile was driven on the tracks at the crossing the plaintiff, Alexander Stamler, testified that the defendant's train was not in view or hearing of the plaintiffs; they had no warning by bell or whistle or crossing signal of the approach of the train, having looked and listened for such signals before crossing. They would have crossed in safety if they had not been

> stopped by the engine of the automobile becoming stalled, caused by the bad condition of the crossing * * * so *it was the duty of the engineer to make reasonable and proper efforts, in view of the circumstances, to foresee and avoid collision, including the duty, if he saw there was possible danger of collision, to exercise reasonable care and diligence to avoid it by stopping his engine* * * *. The question, then, of the defendant's negligence, was one of fact for the jury"* (87 N. J. Law 674-676).

In the very recent case of *Searles* v. *Public Service Railway Co.*, 100 N. J. Law 222, the Court stated the test as follows:

> "The test is * * * whether in the exercise of reasonable care he ought to have stopped it and could have stopped it" (p. 223).

This language was used in reference to the motorman of a car, but it is obvious that the same rule must apply to the engineer of a train.

In a recent case in this State where plaintiff's automobile was struck by defendants' train at an unprotected crossing, and plaintiff's testimony that no warning was given was corroborated by a passenger in his car and two disinterested persons who lived near the crossing, while defendants' train crew and another employee riding on train and two passengers testified that warning was given, and plaintiff further testified that there was a low place in which view of train was obscured by fog or mist, it was held that a verdict for plaintiff would not be set aside.

> *Hopper* v. *West J. & S. R. R. Co.*, 7 N. J. Misc. 286 (not officially reported).

In a very recent *per curiam* decision by the New York Supreme Court in the Appellate Division, Third Department, it is said:

> "The duty of an engineer when crossing public highways in rural districts is to exercise ordinary and reasonable care, so far as the public are concerned, in view of the danger involved, to keep a lookout for such crossings to avoid collision with and injury to objects, vehicles and persons using them (2 Thomp. Neg., Sec. 1592; *Morris* v. *Lake Shore & M. S. Railway Co.*, 148 N. Y. 182, 185; *Doll* v. *Lehigh Valley R. R. Co.*, 52 App. Div. 575; *Doyle* v. *Penn. R. R. Co.*, 139 N. Y. 637; *Harty* v. *Central R. R. Co. of N. J.*, 42 id. 468, 472; *Chrystal* v. *Troy & Boston R. R. Co.*, 105 id. 164, 169; *Spooner* v. *D., L. & W. R. R. Co.*, 115 id. 22, 33; *Barry* v. *N. Y. C. & H. R. R. R. Co.*, 92 id. 289, 294). Under the facts of the case, it was a question for the jury to say whether defendant's engineer performed his duty in accordance with the law and that it was error to dismiss the complaint."
>
> *Barnett* v. *N. Y. Central Railroad Co.*, 227 App. Div. 636.

The jury, under proper instructions, has applied this test, and has found, as is necessarily implied from its verdict:

(1) That the automobile was stalled on the track at the Lombard Street crossing for about two minutes before the accident.

(2) That the engineer, Steelman, saw, or could have seen, the stalled automobile in time to have stopped the train before it reached the Lombard Street crossing.

(3) That the engineer, Steelman, should, in the exercise of reasonable care, have stopped the train before it reached the Lombard Street crossing and could have done so.

(4) That the failure of the engineer, Steelman, to stop the train and thus avoid the slaughter and maiming of the occupants of the automobile was negligence for which he is liable.

This verdict, having abundant evidence to support it, should not be disturbed.

The circumstances of the accident involved in this case have already been passed upon by the Supreme Court, in actions tried together for the death of Thomas Ross, the driver of the automobile, and injuries to Thomas Ross, Jr., the infant who was on the back seat of the automobile.

Ross v. *Pennsylvania Railroad Co.*, 5 N. J. Misc. 809 (not officially reported).

The facts brought out in that case as to the circumstances of the accident were the same as were brought out in the present case and in discharging a rule to set aside the verdict, the Court, in a *per curiam* opinion, said:

> "It is further argued that the verdicts are against the weight of evidence in their finding of negligence on the part of the engine driver, the contention being that the accident was caused solely by the negligence of Ross, the father of the infant plaintiff in one of these cases. We think the testimony fairly supported the conclusion of the jury that the accident occurred to some extent through the negligence of the engineer in failing to discover the automobile (which had stalled upon the railroad tracks) in time to avoid the collision; for he had clear view

> down the tracks, apparently, for at least a mile. We think, too, that the alleged negligence of the father, he being the driver of the car, was not only a question to be determined by the jury, but that this finding was not so clearly against the weight of the evidence as to justify our interference."

(b) *The driver of the automobile was not negligent.*

An attempt has been made to attribute to plaintiff's intestate some contributory negligence on the part of the driver of the automobile in which she was riding. Of course, the circumstances are such that even if he had been guilty of contributory negligence she would not be thereby precluded from recovery, if the defendant Steelman was also negligent. But, as a matter of fact, the evidence entirely cleared the driver of the automobile from any imputation of contributory negligence. The witnesses, George Kupetz (Case, Vol. 1, p. 29, lines 20-30; p. 40, lines 10-20; p. 42, lines 20-30; p. 44, lines 20-30) and Anna Kupetz (Case, Vol. 1, p. 107, lines 10-20), testified that the driver of the automobile stopped and looked for any approaching train before he went on to the track, and as has been heretofore pointed out, both these witnesses testified that the automobile stalled and stopped when it got on the track. Under these circumstances it is clear that negligence should not be attributed to the driver of the car.

(c) *Any negligence of the driver cannot be imputed to plaintiff's intestate.*

As has been shown, the driver of the automobile was not, as a matter of fact, guilty of contributory negligence, but even if he had been negligent, his negligence could not be imputed to plaintiff's intes-

tate so as to bar a recovery by her. The rule in this respect is well stated in 42 *Corpus Juris,* pages 1180-1181, as follows:

> "It is generally held that contributory negligence on the part of a husband in driving a motor vehicle cannot be imputed to his wife who is riding with him, unless they are engaged in an enterprise giving the wife the power and duty to direct or assist in the operation and management of the vehicle, or unless she participates in her husband's negligence in the operation of the vehicle."

The defendants' argument along this line has no relevancy to the intestate unless it is shown that she had some control over the car.

> *Mittlesdorfer* v. *West Jersey & Seashore Railroad Co.,* 55 N. J. Law 698.

Of course, there is not a scintilla of evidence that she had any such control.

(d) *The question of contributory negligence on the part of plaintiff's intestate was properly submitted to the jury and properly decided.*

The rules with respect to the duties of an occupant of a motor vehicle driven by another are well established and have been stated as follows:

> "In the absence of any fact or circumstance indicating that the driver is incompetent or careless, an occupant of a motor vehicle is not required to anticipate negligence on the part of the driver" (42 *Corpus Juris* 1170).
>
> * * * * * *
>
> "It cannot be said that in every case and under all circumstances, it is the duty of an

> occupant of a motor vehicle to use his senses in order to discover approaching vehicles or other dangers, or that his failure to do so would be negligence" (42 *Corpus Juris* 1171, 1172).
>
> * * * * * *
>
> "An occupant of a motor vehicle is not required to warn the driver of what the latter already knows or appreciates, nor is he ordinarily under obligation to point out obstacles or dangers which would be apparent to any reasonably careful driver" (42 *Corpus Juris* 1173).

As the driver of the vehicle stopped and looked to see whether any train was approaching before he went on the track, there was clearly no duty upon plaintiff's intestate also to look. But in any event the record does not disclose anything as to whether or not she did look. The only witness who said anything on this subject was George Kupetz, and he said that he could not tell whether or not she looked up and down the track (Case, Vol. 1, p. 42, lines 30-40). There has been some argument along the line that plaintiff's intestate was chargeable with contributory negligence because she did not get out of the car, but this is based upon a mere assumption of counsel that she made no such attempt, whereas the evidence of Mrs. Anna Kupetz distinctly shows that plaintiff's intestate did try to get out of the car, but in the terrible emergency, fell and was unable to get out.

Mrs. Kupetz said:

> "Mrs. Ross was there too and she screamed and hollered, and she try to jump and she can't do it, and she fall right in Mr. Ross' face" (Case, Vol. 1, p. 107, lines 20-30).

Again, on cross-examination, Mrs. Kupetz repeated that plaintiff's intestate tried to get out of the car when she first saw the train (Case, Vol. 1, p. 111, lines 10-20).

It is obvious that under these facts the intestate could not be charged with contributory negligence. Even if the law were so inhuman as to hold that she must abandon her husband and her children and save herself alone, it could hardly be held that for a woman to fail in her effort to escape sudden death is contributory negligence. Even if it were possible that she might have saved herself by acting in the most thoroughly efficient manner, the obvious answer is that the law does not require 100 per cent efficiency of a person who is confronted with a sudden emergency. She did her best and failed, and out of such failure no contributory negligence can be spelled.

The rule applicable to such a case is stated in *Dickinson* v. *Erie Railroad Co.*, 81 N. J. L. 464, at page 468, as follows:

> "Where a traveler, without any fault on his part, is placed in a position of imminent peril at a crossing, the law will not hold him guilty of such negligence as to defeat his recovery if he does not select the very wisest course, and an honest mistake of judgment in such a sudden emergency will not, of itself, constitute contributory negligence, although another course might have been better and safer; and this rule is especially applicable where the person is placed in such perilous position by reason of the railroad company's negligence, as in failing to give the proper signals. All that is required of a person in such an emergency is that he act with ordinary care under the circumstances, it being for the jury to determine whether such an emergency existed and whether the traveler acted with due care."

A case very similar to the present one was decided by the Appellate Division of the New York Supreme Court in *Kolanka* v. *Erie Railroad Co.*, 215 App. Div. 82. In this case plaintiff was riding as a passenger in a motor truck driven by his employer, which was struck by one of defendant's trains while stalled on a grade crossing. Plaintiff, because of his excitement and the imminent danger, was unable to escape from the car in time to avoid injury. Under these circumstances it was held that plaintiff was not guilty of contributory negligence and was entitled to recover.

Because of the striking similarity of the case to the present one it is desirable to quote at large from the opinion, as follows:

> "The plaintiff was a passenger in a Ford truck driven along the road to Two Bridges at Carlton Park in Wayne township. The truck was one used for the purpose of conveying cattle and dressed meats in connection with the butcher business in which the plaintiff was employed. The car, at the time, was driven by one Kaplan, plaintiff's employer, and was an ordinary Ford truck, with an inclosed cab, in which plaintiff and his employer were riding, and a rack at the rear. The cab had doors on either side. Plaintiff and his employer had delivered at a butcher shop a quarter of beef and were proceeding along the road in question at an ordinary rate of speed when they approached the grade crossing of the defendant's railroad. At this point the defendant's railroad runs generally in a northerly and southerly course. To the south of the grade crossing and several hundred feet distant therefrom the defendant's railroad makes a gradual curve from the east, and as it approaches the crossing from the south runs almost in a direct northerly course. About 800 or 900

feet to the south of the crossing and within the curve was an apple orchard which, to some extent, obscured the view at the crossing of approaching trains until a point about 900 feet from the crossing was reached, when a train approaching from the south could be plainly seen from the crossing. The testimony of the plaintiff is that as his employer who was seated on his left and who was driving the car, approached the crossing and was about fifteen or twenty feet therefrom, he brought the Ford truck to a standstill, and the plaintiff looked both to the north and the south and listened for an approaching train. Hearing none, Kaplan started the truck with a view of crossing the defendant's track. As the truck was upon the rails the engine stalled and the truck came to a standstill. Plaintiff testified that he immediately looked toward the south and saw at a distance of 900 or 1,000 feet away the defendant's passenger train approaching at a rapid rate. Plaintiff testified that he immediately endeavored to open the door and get out of the cab and off the track. He was much excited and before he was able to leave the cab and get off the track the locomotive struck the Ford truck, killing his employer and inflicting serious and permanent injuries upon the plaintiff. The testimony on the part of the plaintiff and of the defendant is practically in agreement that the distance from the crossing to the point where an approaching train from the south could be seen was substantially 900 feet.

"The engineer testified that as he left the station next south of the place of the accident and as he was rounding the curve in question his train was running at approximately forty miles an hour, and was 'picking up' speed all the time, and that he made no effort by the application of the brakes or otherwise to diminish the speed of his train

prior to reaching the point of the crossing, where the cab in which the plaintiff was riding was struck. Assuming the speed of the train at from forty to forty-five miles an hour, the time consumed by the passage of the train from the point where the plaintiff first saw it, and when he testified he made an attempt to jump out of the cab to the crossing, was only about twelve or fourteen seconds. It was conceded that the defendant maintained no flagman or other signal at the grade crossing in question.

"According to the testimony of the plaintiff and several witnesses testifying in his behalf, no whistle or other signal was sounded and no bell rung as the train approached the crossing.

"The engineer in charge of defendant's passenger train which struck plaintiff testified that after leaving Little Falls, the last station to the south of the crossing, and as the train was approaching the crossing, and just as his engine rounded the curve by the apple orchard, he saw the truck in which plaintiff was riding proceeding along the highway toward the crossing; that when an automobile and a half length from the crossing it stopped and that when the train was a car length from the crossing the automobile made a sudden jump upon the track, and, although the engineer pulled the brakes and blew the whistle, the locomotive struck the automobile. The engineer also testified that he sounded his whistle two different times as he approached the crossing, first, as he approached the apple orchard and again when he saw the automobile start to go across in front of him. The testimony of the engineer thus flatly contradicted that of the plaintiff and his witnesses, and raised an issue of fact which was for the jury to determine. For the purposes of this appeal we must give credence to the testimony of the plaintiff.

"At the close of the evidence the trial court held that the plaintiff was guilty of contributory negligence as a matter of law in remaining in the cab after he saw the approaching train, and that such contributory negligence on his part precluded any recovery. Upon motion of the defendant to dismiss the complaint upon the ground that the plaintiff was guilty of contributory negligence as matter of law precluding any recovery in the action, the learned justice presiding at the trial said: 'Of course, if I am on a railroad track and see a train coming, and have lots of time to get off the track and do not get off, and I get hurt, that is not much of a case for me. That seems to be the condition of this man. * * * He should have gotten out of the automobile, and if there was any negligence sue the company for the cost of the automobile. They had no business to stay there.'

"I am of the opinion that the court was in error in holding, as matter of law, that the plaintiff was guilty of contributory negligence. When the car in which the plaintiff was a passenger was stalled upon the crossing and he looked to the south and saw the defendant's train 900 feet away approaching at a very rapid rate of speed, he was certainly confronted with an emergency calling for prompt and effective action on his part to escape being hit. Plaintiff testified that he at once tried to open the door of the cab, but was unable to get out of the cab before the train was upon him. *The evidence shows that plaintiff's employer, who was driving the car, exercised the utmost caution on approaching the crossing. He stopped the car fifteen or twenty feet from the crossing so that the plaintiff and he could look and listen for an approaching train. They looked both ways and saw no train approaching. The car was then started, but while crossing the tracks became*

stalled. Immediately the plaintiff saw the rapidly approaching train and, according to his testimony, at once made an effort to leave the cab and to open its door and escape from his dangerous situation. In this he was unsuccessful. I do not think it can be said under the circumstances that he failed to do that which an ordinarily prudent man would have done. In any event I think it was for the jury to say whether or not he was guilty of contributory negligence. The law in this State does not hold one in an emergency to the exercise of that mature judgment required of him under circumstances where he has an opportunity for deliberate action. He is not required to exercise unerring judgment which would be expected of him were he not confronted with an emergency requiring prompt action. It is easy to say after an event that the plaintiff might have escaped injury had he acted more promptly, but the fact remains that but a few seconds intervened between the time when he saw the rapidly approaching train and the time when he was struck. Plaintiff was unfamiliar with the operation of automobiles and had never driven them, and it is not strange that on the cold winter day, when he was shut in the closed cab and immediately in the path of a rapidly approaching railroad train, he became somewhat excited. Under such circumstances he was not called upon to take deliberate action, and I think cannot be said, as matter of law, to have so acted as to prevent his recovery for the negligence of the defendant. It was for the jury to say whether he acted on that occasion as a reasonably prudent man. There was ample evidence from which the jury could have found the defendant guilty of negligence, and it was for the jury to say whether the plaintiff was guilty of contributory negligence on his part."

On the question of negligence, defendants cite a number of cases in which, under circumstances entirely different from those of the present case, railroad companies have been held not liable for crossing accidents. In view of the difference in facts, it is unnecessary to discuss these cases.

(e) *The jury was properly instructed.*

The defendants complain of the failure of the Court to charge defendants' request 8 with respect to the burden of proof. It is to be observed that the requests of both parties were all refused, not, however, unqualifiedly, but "except as I have already charged." An examination of the charge of the Court shows that the law as to the burden of proof was fully and correctly stated (Case, Vol. 1, p. 258, lines 20-30; p. 267, lines 10-20; p. 269, lines 20-30). This is the only request which is mentioned in the argument. But in its statement of the questions involved, defendants also include whether the Court should have charged the jury as per their requests numbered 1 and 7. Request numbered 1, so far as it was a proper charge, is covered by the charge of the Court (Case, Vol. 1, p. 264, lines 10-20), and with respect to request numbered 7, relating to contributory negligence, the instructions of the Court in this respect were at least as favorable as defendants could fairly have expected (Case, Vol. 1, p. 269, lines 1-30; p. 275, lines 20-40).

(f) *The rulings of the Court on evidence were proper.*

Defendants complain of the refusal of the Court to admit in evidence a certificate of the Commissioner of Motor Vehicles, showing that he was unable to

locate a driver's license under the name of Thomas Ross, Milmay, New Jersey, for the year 1923. With respect to this ruling, it need only be said that the possession or non-possession of a driver's license by Thomas Ross was absolutely irrelevant on the question of negligence of plaintiff's intestate. It is a matter of common knowledge that many persons who are highly competent to drive automobiles neglect to take out drivers' licenses, and although a person driving without a license may be violating a statute, this fact certainly cannot of itself show that he is incompetent as a driver or negligent in his operation of the car. Furthermore, it is common knowledge that a person does not, before entering a car driven by another, inquire as to the driver's possession of a license, and it is perfectly clear that the fact, if it be a fact, that Thomas Ross did not have a driver's license, could have no bearing upon the question of contributory negligence of the plaintiff's intestate, unless she knew of this fact and there was no effort of any kind to prove any such knowledge.

Defendants complain also of the admission of a question to Steelman as to the speed of the train, claiming that the effect was to create an impression that the speed was unjustifiable. It is sufficient to say that no such suggestion was made at the trial, and to call attention to the fact that defendants took no exception to the inquiries as to speed on cross-examination of their own witnesses Reeves, Wallace and Ennis.

POINT II.

The judgment should be affirmed as against the defendant Pennsylvania Railroad Company.

It now becomes necessary to inquire whether the question as to the liability of the Pennsylvania Railroad Company for the negligence of Steelman was a proper one to be submitted to the jury or whether the Court should have decided, as a matter of law, that the deceptive methods adopted by the Pennsylvania Railroad Company, and heretofore outlined, had accomplished their purpose of shielding both itself and its subsidiary from liability.

The defendant claims that its freedom from liability is shown, as matter of law, by evidence that the wages of the crew of the train were paid by checks of the West Jersey & Seashore Railroad Company, and by certain documentary evidence which establishes that the corporate entity of the West Jersey & Seashore Railroad Company was maintained.

The argument of the defendant is largely an attempt to mislead this Court into thinking that the grounds upon which plaintiffs hold to seek the Pennsylvania Railroad Company liable are merely that the Pennsylvania Railroad owns a majority of the capital stock of the West Jersey & Seashore Railroad Company and that the two companies work in harmony. Such is not the case. Plaintiff's contention is that the Pennsylvania Railroad Company actually controls and operates the West Jersey & Seashore Railroad, that the Pennsylvania Company is the dominant railroad of the Pennsyl-

vania Railroad System of which the West Jersey & Seashore Railroad Company is admittedly a part; and that the Pennsylvania Railroad Company, being the corporation which actually operates the railroads composing its system, must, on well-established principles, be held liable for negligence in such operation.

(a) *The Insignia of Ownership and Operation.*

It is admitted by several of defendant's witnesses, that the coaches of the train which was involved in the collision had the word "Pennsylvania" on them (Case, Vol. I, p. 127, lines 30-128, 20; p. 176, lines 30-40; p. 177, lines 1-10; p. 182, lines 1-20); and indeed this is not denied by defendants.

Now it is common knowledge that railroads do not habitually interchange passenger coaches, and that a passenger train is operated by the railroad whose name appears on the coaches. The assertion in defendants' brief that "in making up railroad trains the cars of various companies are used interchangeably as the exigencies of transportation demand" is palpably disingenuous, for this practice relates to freight cars and freight trains only, and the train involved in the accident was a passenger train made up of passenger cars.

Furthermore, as will be shown hereinafter, this insignia of ownership is regarded by the courts as evidence of ownership.

There was uncontradicted testimony that the conductor and flagman of the train had on the lapels of their coats the letters "P. R. R." In view of the fact that Section 50 of the Railroad Act requires that certain members of train crews shall wear the initial letters of the style of "the Company by which he is employed," these insignia must

necessarily be regarded as very strong evidence that these men were employed by the Pennsylvania Railroad Company.

There was uncontradicted evidence, coming from defendant's witnesses, that the tender of the locomotive had painted on its side the word "Pennsylvania" (Case, Vol. 1, p. 176, lines 30-40; p. 177, lines 1-10; p. 182, lines 1-20). This in itself is strong evidence of ownership, but it becomes practically conclusive in view of the fact that it was shown that the word "West Jersey & Seashore Railroad Company" had formerly been on the tender, but *these had been painted out and the word "Pennsylvania" substituted.* This appears from the testimony of the defendant Steelman, as follows:

> "Q. Now, was there a certain time when on the cab—had you ever had anything to do with this particular locomotive that you have the number of as 6001 before this accident? A. Yes, I run it quite a long while before that.
>
> Q. How long before that? A. I think somwhere about three years.
>
> Q. You don't know whether there was a time when there was once on the side of the locomotive or on the side of the tender of the locomotive the words 'West Jersey and Seashore Railroad Company'? A. I do.
>
> Q. Was that on there once? A. At one time.
>
> Q. *And then that was rubbed off and then the words 'Pennsylvania' was put on?* A. *That was after they merged, I think.*
>
> Q. Then they put the word 'Pennsylvania' on the side of the tender? A. (No answer.)
>
> Q. You said yes, didn't you? A. What I mean by their merger——
>
> Q. Pardon me—you said that. *All I want to know is that they took the name 'West*

Jersey & Seashore' off the side of the tender, and put 'Pennsylvania' in its place. That is a fact, isn't it? A. *After they merged their road.*

Q. Yes, after they merged their road? A. Yes.

Q. *And prior to November 8th, 1923?* A. *Right up to that.* Did I understand you to say 'Pennsylvania Railroad'?

Q. No, 'Pennsylvania.' A. Yes, 'Pennsylvania,' but no 'R. R.' to it" (Case, Vol. 1, p. 192, line 40, to p. 193, line 40).

It is further submitted that the inference that the Pennsylvania Railroad Company actually owned the locomotive and tender is unescapable in view of the fact that, *although such evidence, if it existed, was clearly under its control, the defendant Pennsylvania Railroad Company did not even offer to show as a fact that the locomotive and tender were actually owned by the West Jersey & Seashore Railroad Company.* The law is well established that this failure to produce evidence raises a strong presumption that the evidence of actual ownership (i. e., company records) if produced would not have sustained the defendants' contention (See 22 *Corpus Juris,* p. 111 *et seq.*).

If any further evidence of operation by the Pennsylvania Railroad Company were needed, it would be found in the fact that the train in question, which is known as No. 2412 (Case, Vol. 1, p. 128, line 20), is shown on page 16 ("Wildwood Branch") of a timetable of "Pennsylvania Railroad System" (Exhibit P-13), which was produced by defendants' counsel (Case, Vol. 1, p. 80, lines 10-30). It is admitted that this was the train which was driven by Steelman and which collided with the automobile (Case, Vol. 1, p. 112, lines 20-30).

(b) *The implied admission of operation by the Pennsylvania Railroad Company.*

Reference has already been made to the correspondence, shortly after the accident, between plaintiff and the District Claim Agent of the Pennsylvania Railroad Company. This correspondence shows clearly that although the claim was directly made that the Pennsylvania Railroad Company was operating the train this claim was not denied or even disputed by its agent, whose very title shows his authority to represent it with respect to such claims.

Defendants complain that the admission of this correspondence was error, arguing that the letters written by plaintiff were self-serving declarations and that Turnbull had no authority to bind either defendant. The answer is that the letters were not introduced as evidence of any admission of liability. They were offered solely "for the purpose of continuing my proof in connection with the operation and control" (Case, Vol. 1, p. 64, lines 10-20), they were received in evidence "only for the purpose of whatever bearing they may have upon the question of operation and control by the Pennsylvania Railroad Company" (Case, Vol. 1, p. 64, lines 30-40), and the Court stated expressly, "They have no force or effect for any other purpose" (Case, Vol. 1, p. 64, line 40). These letters were simply offered and received upon the same ground as the great mass of other evidence tending to establish that same fact of operation and control.

(c) *The position of the Pennsylvania Railroad Company as the dominant railroad of the Pennsylvania System.*

Apparently for the purpose of establishing that the separate corporate entities of the Pennsylvania Railroad Company and the West Jersey & Seashore Railroad Company are preserved (which is in no way denied by plaintiff), the defendants produced as a witness Ernest H. Brown, the assistant secretary of both companies, and the by-laws of both companies.

The testimony of Mr. Brown and the provisions of the by-laws of the two companies are amply sufficient to show that the Pennsylvania Railroad Company is the dominant railroad of the system, and that it actually operated the West Jersey & Seashore Railroad.

This is clearly apparent from the following extracts from Mr. Brown's testimony:

> "Q. *Do you know whether or not in November, 1923, the West Jersey & Seashore Railroad Company was operated as a part of the Pennsylvania System?* A. *Of the 'Pennsylvania System,' yes, sir*" (Case, Vol. 1, p. 224, lines 30-40).
>
> * * * * * *
>
> "Q. *Was there any executive officer of the Pennsylvania Railroad in charge of the Pennsylvania System during the year 1923?*
>
> The Court: Do you know that? Yes or no.
>
> The Witness: *Yes, sir, vice-president in charge of operation.*
>
> Q. And who was he? A. Elisha Lee.
>
> Q. *And the West Jersey & Seashore was a part of the system?* A. *Was a part of the system.*

Q. Did you produce to-day the minutes of the Pennsylvania Railroad Company relating to the system, the Pennsylvania system? A. The what?

Q. The minutes of the Pennsylvania Railroad Company relating to the Pennsylvania System, the organization and operation of the Pennsylvania System? A. Did you say the minutes?

Q. Or the by-laws? A. I have the by-laws of the Pennsylvania Railroad Company, yes, sir.

Q. And it is under those by-laws that the system is operated? A. The by-laws of the Pennsylvania Railroad provide for a Pennsylvania Railroad System. The West Jersey & Seashore also have its by-laws.

Q. The West Jersey & Seashore do not provide for the operation of a West Jersey System, the by-laws, do they? A. *There is no West Jersey System.*

Q. Will you say that these by-laws of the West Jersey Railroad refer to a system organization? What system organization do they refer to, the name of them? A. The difference between the regional and the system is just to harmonize with the custom adopted by the Pennsylvania Railroad Company.

Q. To harmonize with the Pennsylvania System? A. With the Pennsylvania Railroad System. It brings these officers under the same title that the Pennsylvania Railroad has.

By the Court.

Q. The conditions to which you have just now alluded, is that at present, or do you mean back in November, 1923? A. 1923.

Q. 1923? A. Yes, sir" (Case, Vol. 1, p. 226, line 30, to p. 228, line 10).

* * * * * *

"Q. *In your office as secretary—in the assistant secretary's office of the Pennsylvania Railroad is the secretarial work conducted for the West Jersey & Seashore Railroad?* A. *Yes, sir.*

Q. And for several of the railroads in the system? A. Yes, sir" (Case, Vol. 1, p. 228, lines 20-30).

* * * * * *

"*By Mr. Mackey.*

Q. *Whose check pays your salary?*

Mr. Hartpence: Objected to as incompetent, irrelevant and immaterial.

The Court: I will receive it upon the theory that it is the plaintiff's witness.

Mr. Hartpence: Exception.

The Court: Can you tell us?

The Witness: *Yes, sir, the Pennsylvania Railroad Company.*

Q. Is that the only check you get for salary? A. That is the only check, but it is charged out against the companies for which I perform services" (Case, Vol. 1, p. 229, lines 10-30).

"Q. Now in your office as assistant secretary do you have a number of employees? A. Yes, sir.

* * * * * *

Q. *And these employees work on the secretarial work of the Pennsylvania Railroad and the West Jersey & Seashore Railroad, and the other railroads that are in the system?* A. *Yes, sir.*

Q. *They do it—that is, they work indiscriminately? Can you transfer one employee from one work to another?* A. *Yes, sir.*

Q. They are all under your direction or under the secretary's direction? A. Yes, sir.

Q. And are all those employees—do all these employees attend to the secretarial work of all these railroads? A. Yes, sir.

Q. That is the work in the secretary's department? A. Yes, sir.

Q. Including accounting, is that in your department? A. No, sir.

Q. What is included in the secretary's department? A. Why, the preparation of matters that go before the board, and after they come from the board the filing of all the charters and agreements and contracts, the writing of the minutes, and filing of them" (Case, Vol. 1, p. 230, lines 1-40).

"Q. Do all of the railroads which are embraced in the system have one central office in the nature of a general office at Philadelphia? A. Many of them are in Philadelphia; some of them are in Pittsburgh.

Q. But in one place or the other? A. Yes, sir.

Q. *And so far as operation is concerned, would you say there is a vice-president in charge of operation?* A. *Yes, sir.*

Q. Who was he in November, 1923? A. Elisha Lee.

Q. *And at the same time he was also vice-president in charge of operations of the West Jersey & Seashore Railroad?* A. *Yes, sir.*

Q. And he had his office in Philadelphia then? A. Yes, sir.

Q. In this same building that you have your office in? A. Yes, sir.

Q. And the next in authority under him in the operation department was located in the Pennsylvania Station in New York, was he not? A. He had a general superintendent in New York; yes, sir.

Q. And he was general superintendent under this vice-president in charge of operations?

Mr. Hartpence: Objected to unless this witness knows.

The Court: Do you know? In your experience of this system do you know?

The Witness: Yes, sir; the general superintendent is an operating man.

Q. And under the general superintendent they have divisions, don't they? A. Yes, sir.

Q. *The lines of the system that operate in the State of New Jersey are part of the New York division, are they not?* A. *No, not in the New York division.*

Q. *What division are they in?* A. *In New Jersey they are the local division, the Trenton division and the Camden Terminal division, and the Atlantic division.*

Q. *All of those divisions that you have specified are under the general supervision of this general superintendent in the Pennsylvania Station in New York, are they not?* A. *Yes, sir.*

Q. Is he an employee of the Pennsylvania Railroad? A. Employee of both companies.

Q. Both companies? A. Yes.

Q. Do you know how he gets his salary check, what kind of check he gets? A. No, I can imagine, but——

Mr. Hartpence: I object to that, if he don't know.

Q. Now, in conclusion those employees in your office—I was going to ask you about this morning (addressing Mr. Hartpence)—if you have no objection——

Mr. Hartpence: I can't hear you.

Mr. Mackey: *I am going to ask how the various checks were made out to the various employees in his office.*

Mr. Hartpence: If he knows.

Q. Do you know that? A. I will tell you exactly how it is. *It is a Pennsylvania Railroad Company check——*

Q. That is all, or do you want to tell me some more? Am I shutting you off? A.

Yes, the West Jersey & Seashore pays its proportion of it.

Q. It is apportioned on the books? A. Yes, sir.

Q. So much is allocated to each road in the system? A. Yes, sir" (Case, Vol. 1, p. 236, line 20, to p. 238, line 20).

Turning to the exhibits introduced by defendants we find that the by-laws and organization for conducting the business of the *Pennsylvania Railroad Company* provide:

"REGIONAL ORGANIZATION

Under the Supervision of the Vice-President in charge of operation.

The Railroads owned, controlled and operated by the Company shall be known as the Pennsylvania Railroad System, and shall be divided into four Regions, each of which shall be in charge of a Regional Vice-President, as follows:" (Case, Vol. 2, p. 211, lines 10-30).

The by-laws of the West Jersey & Seashore Railroad Company provide:

"2. All officers of the Region shall report to and receive instructions from the Regional Vice-President; and *those reporting also to System officers shall be governed by the instructions issued directly to them by the System Vice-Presidents or the heads of the System Departments under their supervision"* (Case, Vol. 2, p. 195, lines 30-40).

Mr. Brown, the assistant secretary of the Pennsylvania Railroad Company, and also of the West Jersey & Seashore Railroad Company, twice stated explicitly:

"There is no West Jersey System" (Case, Vol. 1, p. 227, lines 20-30; p. 234, line 40).

He also stated explicitly that the *West Jersey & Seashore Railroad Company was operated as a part of the Pennsylvania System* (Case, Vol. 1, p. 224, lines 30-40).

It is true that when Mr. Brown was asked directly whether the word "System" referred to the Pennsylvania Railroad System, he replied, "No," and explained it as "just a term" (Vol. 1, p. 234, lines 30-40), but he admitted that *the only system in existence which was known to him in his capacity as an officer of the Pennsylvania Railroad Company and the West Jersey & Seashore Railroad Company was the Pennsylvania Railroad System* (Case, Vol. 1, p. 235, lines 1-10).

It is obvious that the reference to the *System Officers, System Vice-President* and *System Departments* in the by-laws of the West Jersey & Seashore Railway Company can mean nothing else but the officers and departments of the Pennsylvania Railroad System. Thus in the by-laws themselves we find the direct admission that the West Jersey & Seashore Railroad Company is controlled and operated by the Pennsylvania Railroad Company as the dominant railroad of the Pennsylvania System, which is defined by the by-laws of the *Pennsylvania Railroad Company* as *"The Railroads owned, controlled and operated by the Company"* (Case, Vol. 2, p. 11, lines 20-30).

Again we find that the by-laws of the West Jersey & Seashore Railroad Company provide:

> "The operation of the railroad lines shall be under the direct supervision of the Regional Vice-President, who shall be responsible for the proper observance of all rules and regulations established by the board of directors, the President *and the System Vice-*

> *Presidents* in charge of the respective departments," etc. (Case, Vol. 2, p. 195, lines 30-40).

The by-laws of the West Jersey & Seashore Railroad Company further provide that the traffic manager (among other officers) shall report to "*System* and Regional Officers" (Case, Vol. 2, p. 195, lines 20-40).

Another significant provision of the by-laws of the West Jersey & Seashore Railroad Company is that:

> "All officers of the Region shall report to and receive instructions from the Regional Vice-President; and *those reporting also to System officers shall be governed by the instructions issued directly to them by the System Vice-Presidents or the heads of the System Departments under their supervision*" (Case, Vol. 2, p. 196, lines 1-20).

It is also provided by the by-laws of the West Jersey & Seashore Railroad Company, relating to the operating department, that the general superintendent of transportation and the general superintendent of motive power are required to report to "*System* and Regional Officers" (Case, Vol. 2, p. 196, lines 20-40).

Now, what are the duties of this general superintendent of transportation who is required to report to the officers of the Pennsylvania System? We find them outlined in the West Jersey & Seashore Railroad Company's by-laws as follows:

> "1. The General Superintendent of Transportation shall have supervision of the movement of all traffic, passenger and freight, distribution of the car equipment, the weighing

> of freight cars, the manner of handling freight at stations, the installation and maintenance of scales, and the methods employed in weighing freight" (Case, Vol. 2, p. 197, lines 30-40).

In the by-laws of the Pennsylvania Company with respect to the regional organization we find that the eastern region is provided for (Case, Vol. 2, p. 211, lines 20-30), and this eastern region is in turn divided into divisions, the first of which is the New Jersey Division, including "Camden Terminal Division, with Headquarters at Camden, N. J." (Case, Vol. 2, p. 220, lines 20-30).

Defendants' own witnesses admit that the train in question was going to the Camden Terminal (Case, Vol. 1, p. 167, line 40; p. 177, lines 10-30; p. 182, lines 10-20).

Thus defendants' own evidence establishes clearly the very fact which fixes liability for Steelman's negligence on the Pennsylvania Railroad Company, namely, that the train was operated by that company as the dominant and controlling company of the Pennsylvania Railroad System.

(d) *The Pennsylvania Railroad Company, as the dominant railroad of the Pennsylvania Railroad System, is liable for the negligent operation of the train in question.*

In view of all the facts outlined above, there can be no possible doubt that the Pennsylvania Railroad Company did actually control the entire operation of the West Jersey & Seashore Railroad. The rule in respect to such situation has been very recently stated by the Supreme Court of the United States as follows:

> "Where one railroad company actually controls another and operates both as a sin-

> gle system, the dominant company will be liable for injuries due to the negligence of the subsidiary company."
>
> *Davis* v. *Alexander,* 269 U. S. 114, 117.

In this case a shipper sought to recover for a negligent injury to cattle during transit. The action was against the agent of the United States Railroad Administration in charge of the Chicago, Rock Island & Pacific and Chicago, Rock Island & Gulf Railroads. Recovery was sought on the ground that the transportation service undertaken was for the system; that under the Federal control, as before, the Pacific was the dominant carrier and operated, either alone or jointly with the Gulf, the whole system, including all the Gulf lines; and that recovery for all damages suffered, therefore, be had against the agent in charge of the Pacific. The contention of the defendant was that the Director General of Railroads had operated the Pacific and the Gulf as individual and distinct entities and not as part of a single system. The case was submitted to the jury under instructions which made it clear that the verdict must be limited to the damage suffered on lines owned by the Pacific unless the jury should find that the Gulf lines were being operated with the other Rock Island lines as part of a single system. This instruction was held by the United States Supreme Court to be correct and the liability of the dominant carrier was stated in the language above quoted. In support of the rule so stated the Supreme Court cited

> *Lehigh Valley R. Co.* v. *Dupont,* 64 C. C. A. 478, 128 Fed. 840;

Lehigh Valley R. Co. v. *Delachesa,* 76 C. C. A. 307, 145 Fed. 617;
Wichita Falls & N. W. R. Co. v. *Puckett,* 53 Okla. 463, 157 Pac. 112.

The Supreme Court of the United States having expressed its approval of the above cases, it is respectfully submitted that great respect should be accorded to them in this Court.

In *Lehigh Valley R. Co.* v. *Dupont,* 128 Fed. 840, decided by the Circuit Court of Appeals of the Second Circuit, the Court said:

> "The plaintiff brought the action as the administratrix of Jules Dupont, deceased, to recover damages for his death, alleged to have been occasioned by the negligence of the defendant. The defendant is a Pennsylvania corporation *which, besides the railroads which it owns, has acquired control of the railroads of several other corporations through its ownership of the capital stock of these corporations, the whole constituting what is known as the Lehigh Valley Railroad System, and forming a continuous main line from Jersey City, N. J.,* through the state of Pennsylvania, to Buffalo, N. Y., with various branch lines. One of the roads thus acquired is the Eastern & Amboy Railroad, which has its western terminus at Phillipsburg. The Delaware river separates Phillipsburg from Easton, which is the eastern terminus of the main line of the defendant, and the railroads of the Lehigh Valley System are connected between these two places by the railroad bridge of the defendant. The deceased was killed in July, 1901, at the railway station at Alpha, a village on the line of the Easton & Amboy Railroad a few miles east of Phillipsburg, by a train running upon that road, while he was standing upon

a passenger platform adjacent to the track, preparatory to taking a westbound train. * * *

The principal issues contested upon the trial were * * * (3) whether the defendant was liable to the plaintiff for the negligence of the Easton & Amboy Railroad Company. * * *

The evidence upon the trial upon the question whether the plaintiff's right of recovery was against the defendant or only against The Easton & Amboy Railroad Company established the following facts: The Easton & Amboy Railroad has been operated and managed by the officers and agents of the Easton & Amboy Railroad Company since 1893, at which time a lease which had been made by that corporation to the defendant in 1892 was declared illegal in a suit brought by the Attorney General in behalf of the state of New Jersey. By the decree in that suit it was ordered that the Easton & Amboy Railroad Company should resume possession of its railroad, property, privileges, and franchises, and operate them by its own officers and agents. Since 1893 the entire stock of the corporation has been owned by the Lehigh Valley Terminal Railroad Company, another New Jersey corporation, and the entire stock of this latter corporation has been owned by the defendant; and the directors of the Lehigh Valley Terminal Company have been elected by the vote of the defendant, and the officers and directors of the Easton & Amboy Railroad Company have been elected by the vote of the Lehigh Valley Terminal Company. The freight and passenger business between the two corporations has been done upon a mileage basis, the charges being prorated, and each one receiving its proportion. Considerable evidence was introduced by the plaintiff upon the trial for the purpose of showing that for a long time previous to the accident

the defendant had held itself out to the traveling public as the apparent carrier operating the Easton & Amboy Railroad. It appeared that the same person was the superintendent of the defendant and of the Easton & Amboy Railroad Company; and the same person was the general passenger agent of each; that in the advertisements and time tables of the defendant the Easton & Amboy Railroad had always been treated as a part of the railroad of the defendant; and that the cars, conductors, and employees upon that railroad have been apparently those of the defendant, the cars being lettered in its name, and the conductors and employees wearing its initials upon their uniforms.

* * * * * *

The remaining assignments of error challenge the rulings of the trial judge upon the question whether the defendant, in any view of the facts, was the carrier against whom the action could be maintained.

The title to the franchises, privileges, and property of the Easton & Amboy Railroad Company was vested in that corporation, and the railroad upon which the deceased was killed was operated and maintained financially and physically by that corporation; but *the potential and ultimate control of all its property and business affairs was lodged in the defendant, and this control was exercised as completely and as directly as the machinery of corporate organisms would permit.* Inasmuch as, under the laws of New Jersey, the Easton & Amboy Railroad Company was incapable of transferring to the defendant its franchises, privileges and property, and the defendant could not acquire them, the defendant was not in legal contemplation the owner nor operating the Easton & Amboy Railroad. But the law does not prevent one railroad corporation from making a contract with a passen-

ger to carry him beyond its own road and upon or over the connecting roads of another railroad corporation and assume towards him all the ordinary obligations of a passenger carrier during the transit. The contract, being incidental to one to carry him over its own road, is not ultra vires. Nor is it ultra vires for a railroad corporation to agree with other railroad corporations upon such terms of co-operation in transacting their joint business as may be satisfactory. *And where the lines of several railroad corporations are conducted as a single system for the purposes of the traffic between different points originating upon either, the corporations may constitute themselves a partnership for the business of such traffic; and when they do, although the general management of each road is retained by the corporation owning it, the several corporations are, as to such business, partners, and liable upon the principles of the law of agency. When a relation of joint and several agency exists in a system of dominant and subordinate carriers, the dominant carrier is liable for all breaches of obligation by any of the other constituent carriers in the performance of a contract made by it for the transportation of passengers or freight.* These propositions are established by the following authorities: Swift v. Pacific Mail Steamship Co., 106 N. Y. 206, 12 N. E. 583; Philadelphia, etc., R. Co. v. State, 58 Md. 372; Wyman v. Chicago, etc., R. Co., 4 Mo. App. 578; Bradford v. So. Car. R. Co., 7 Rich. Law 201, 62 Am. Dec. 411; Harris v. Cheshire R. Co. (R. I.), 16 Atl. 512; Block v. Fitchburg R. Co., 139 Mass. 308, 1 N. E. 348; Independence Mills Co. v. Burlington, etc., R. Co., 72 Iowa 535, 34 N. W. 320, 2 Am. St. Rep. 258; Cincinnati R. Co. v. Spratt, 2 Duv. (Ky.) 4; Barter v. Wheeler, 49 N. H. 9, 6 Am. Rep. 434. We find noth-

> ing inconsistent with these propositions decided in Pennsylvania R. Co. v. Jones, 155 U. S. 333, 15 Sup. Ct. 136, 39 L. Ed. 176" (128 Fed. 841-846).

In the *Dupont* case the injury was to a passenger who was at the station for the purpose of boarding a train, but that element was not the controlling one in the decison, for the same court, with the same three judges sitting, subsequently announced that the principle established by the *Dupont* case was applicable in case of an injury to one who was not a passenger (*Lehigh Valley R. Co.* v. *Delachesa,* 145 Fed. 167). In the *Delachesa* case the action was for injury to an employee of a firm of stevedores while unloading iron from a car. In affirming a judgment for the plaintiff the Court said:

> "The only assignment of error which it will be necessary to consider is whether the trial judge erred in refusing to direct a verdict for the defendant upon the ground that it was not responsible for the acts of the men by whose fault the plaintiff was injured.
>
> Its (defendant's) relations with the Easton & Amboy Railroad were such that the facts that its cars were being run upon the road of that company, and the employees of that company were conducting the operation of delivering the iron instead of the employees of the defendant, had comparatively little significance. The track and dock, as well as the whole line of the Easton & Amboy Railroad Company, *were a part of the Lehigh Valley System over which the defendant had the potential and ultimate control.* It appeared that prior to 1892 the defendant had operated the Easton & Amboy Railroad under a lease, but in that year the lease was annulled by a decree of the state court in a suit brought by the Attorney

General. Thereafter the substantial relations between the two roads were the same as before. The defendant owned all the stock of the Lehigh Valley Terminal Company, and that company was the owner of all the stock of the Easton & Amboy Railroad Company. The secretary of the defendant testified that the only difference, so far as the actual operation of the roads was concerned, was that before the decree the records of all the transactions of the two companies had been kept in one set of books, and since that time they had been kept in two sets of books; and that thereafter until the time of the accident the same person was president of both, the same person the general manager of both, the same person the superintendent of both, and the same persons were the heads of the operating departments of both.

We are of the opinion also that *the evidence showing the relations at the time between the defendant and the Easton & Amboy Railroad Company would have justified the trial judge in instructing the jury that the defendant was liable for the negligent acts of the employees of the Easton & Amboy Railroad Company, upon the principle applied by this court in the Dupont case.* It was conceded upon the argument by the plaintiff in error, and is stated in its brief, that the evidence as to the relations between the two corporations, as summarized in the opinion of the court in this case, was substantially the same in that case and in the case at bar; but it is argued that the principle of that case is not applicable here, because the question there was as to the liability of the decedent to a passenger, while here it is as to its liability to a person as to whom it had no contractual responsibility. We held in the Dupont Case that where the lines of several railroad corporations are conducted as a single road for the purposes

> of the traffic between different points originating upon either, the corporations may constitute themselves a partnership for the business of such traffic; and when they do, although the general management of each road is retained by the corporation owning it, the several corporations are as to such business, partners, and liable upon the principles of the law of agency. We held that the facts proved established that relation between the defendant and the subordinate companies of its system, including the Easton & Amboy Railroad Company; and finding this to be the relation between the two companies, we held that the defendant was liable for personal injuries received by a passenger who had bought a ticket of the defendant entitling him to transportation over the Easton & Amboy Railroad, and who was injured at a station upon that railroad while attempting to board the train in consequence of an improperly constructed platform. The negligence in that case was the breach of the implied duty of the railroad carrier, to a passenger to provide him with a safe means of access to the train. The negligence in this case is the breach of the implied duty of a carrier, who has invited a plaintiff to engage in unloading its cars, to afford him proper protection while performing the work. *We discover no difference in principle between the two cases.*"

In *Costan* v. *Manila Electric Co.*, 24 Fed. (2nd) 383, decided by the Circuit Court of Appeals for the Second Circuit, in February, 1928, it was distinctly held that a dominant corporation which, through its stock ownership of a subsidiary, actually controls and operates the properties of its subsidiary, is liable for personal injuries resulting from the operation of its subsidiary. In this case the subsidiary was known as the Manila Electric

Company and the dominant corporation was known as Manila Electric Corporation. In the action for personal injuries resulting from the negligent operation of a street railway car of the Manila Electric Company, a nonsuit was directed as to Manila Electric Corporation, the dominant corporation, and in holding that such nonsuit was erroneous, the Court said:

> "While stock ownership alone does not render a holding company responsible for the torts of the subsidiary company, still, *if the holding company uses stock ownership in such manner as actually to control and operate the properties of its subsidiary, it does become responsible.* Davis v. Alexander, 269 U. S. 114, 117, 46 S. Ct. 34, 70 L. Ed. 186; Chicago, M. & St. P. Ry. v. Minn. Civic Assn., 247 U. S. 490, 501, 38 S. Ct. 553, 62 L. Ed. 1229; The Willem Van Driel (C. C. A. 4), 252 F. 35; Lehigh Valley R. Co. v. Delacheso (C. C. A. 2), 145 F. 617. It is claimed that the holding company so dominated and controlled the owning company, by putting a manager in charge of its operation, as to come within this principle.
>
> * * * * * *
>
> In short, the holding corporation utterly disregards the Manila Electric Company as a distinct corporate entity, except perhaps for bookkeeping purposes, and deals with its properties and their operation as a street railway exactly as though the legal title were in the holding company. It is true that Moffat testified that the motorman and conductors were paid by the subsidiary. It appears also that four-fifths of the manager's $25,000 compensation is to be borne by the subsidiaries—saddled upon them by fiat to the holding company, without action by their boards of directors.

> These facts merely recognize the corporate entity of the subsidiaries for certain bookkeeping purposes. They do not disprove the inference, derivable from the contract as a whole, that the holding company had undertaken to operate the properties of its subsidiaries in disregard of their independent corporate organization. Therefore there was ample evidence from which the judgment might have been found, if indeed such finding was not compulsory, that the holding company was actually operating the railway of its subsidiaries within the doctrine of the cases above cited. We think it was error to grant the nonsuit as to the defendant Manila Electric Corporation."

In *Owl Fumigating Corp.* v. *The California Cyanide Co.*, 30 Fed. (2nd) 812, the Circuit Court of Appeals of the Third Circuit, which includes New Jersey, said:

> "When, as against the general rule that two separately incorporated companies are separate and distinct entitles, it is charged that one is a mere agency or department of the other, and is used as an instrumentality to perpetrate fraud, justify wrong, avoid litigation or render it more difficult, or generally to escape liability for what are in substance its own acts, courts will put aside the screen and, looking upon the situation through the group of negative rules, determine affirmatively the truth and place responsibility where it actually belongs" (p. 813).

Another decision of a Federal Circuit Court of Appeals, showing that no distinction can be properly drawn between actions *ex contractu* and actions *ex delicto* with respect to the ultimate liability, is *Southern Railway Co.* v. *Bouknight,* 70 Fed.

442, decided by the Circuit Court of Appeals of the Fourth Circuit, in which case Chief Justice Fuller said:

> "There was no ground for a distinction between the liability of a railroad company which had leased its line to another in actions ex delicto and actions ex contractu, nor for the distinction, often laid down in judicial decisions, between the liability of the lessor for an injury sustained by reason of some omission of duty resting upon it—as, for example, from the defective condition of its track or of a bridge existing at the time of the lease—and *an injury arising from the mere negligence of the lessee's servants in running the trains.*"

In addition, it is to be noted that the Supreme Court, in another case arising out of the same accident involved in this case, has held that the Pennsylvania Railroad Company was liable for Steelman's negligence.

Ross v. *Pennsylvania Railroad Co.*, 5 N. J. Misc. 809 (not officially reported).

Defendants have cited a large number of cases in which the courts have recognized the distinction between corporations and the stockholders therein. These cases would be apposite if plaintiff attempted to predicate liability of the Pennsylvania Railroad Company solely upon its ownership of stock of the West Jersey & Seashore Railroad Company, but in view of the fact that the liability of that defendant is predicated upon its actual control and operation of the West Jersey & Seashore Railroad and its ownership of the locomotive and train involved in the accident, these authorities are irrelevant and it is unnecessary to discuss them.

(e) *The question of the liability of the Pennsylvania Railroad Company was properly submitted to the jury and the verdict was warranted by the evidence.*

Taking the situation most favorable to the defendant Pennsylvania Railroad Company, it appears that a train composed of cars on which its name appeared, and drawn by a locomotive on the tender of which its name appeared, manned by operatives on the uniforms of some of whom (those who wore uniforms) its insignia appeared, and running on a schedule shown by the published timetable of the Pennsylvania Railroad, also numbered among its crew an engineer by the name of Steelman who was paid by the West Jersey & Seashore Railroad Company.

The necessary inference as to operation and control of train No. 2412 was that it was the train of the defendant Pennsylvania Railroad Company. And this inference is strengthened by the fact that the Pennsylvania Railroad claim agent had tacitly admitted operation in a chain of correspondence with Daniel Ross.

The Trial Court applied the same principle of law to this state of facts as has been applied when it is shown that an automobile with the name of the defendant upon it has been involved in an accident, namely, the Court held that the burden of showing a jury that the defendant's name on the locomotive and cars did not indicate any control by the defendant, had shifted to the railroad and it was its duty to present proof to overcome such an inference. In the case of *Dennery* v. *Great Atlantic & Pacific Tea Co.*, 82 N. J. Law 517, at page 519, this Court said:

> "* * * we approve the doctrine as laid down by the Supreme Court in *Edgeworth* v.

> *Wood,* 29 Vroom 463, following Lord Denman's rulings in *Joyce* v. *Capel,* 8 Car. & P. 370, that 'evidence that the wagon which ran over plaintiff was marked with defendant's name was sufficient to justify the inference that defendant was its owner, and that such inference established *prima facie* that defendant was in possession and control of the wagon by the driver, its servant.' "

This inference, which has come down from the old common law days, applies with even greater force to the operation and control of a train which is proceeding over tracks of a foreign railroad. It is only fair that it should do so because it is harder to ascertain the real corporation operating the train than it is to ascertain the real person controlling a wagon.

The reason for the rule is obvious. The defendant Pennsylvania Railroad Company is the one best fitted to demonstrate why it was not in control of the locomotive which bore its name and how it happened that this train was shown on its timetable and that its name was on the coaches and locomotive.

The mere proof that the train crew say that they were employed by the West Jersey & Seashore Railroad and the offering in evidence of pay checks claimed to have been given to the crew for their salary, is not sufficient to overcome the inference. Such an inference can be overcome only by showing that the train was not controlled and operated by the Pennsylvania Railroad Company.

It is clear that the Pennsylvania Railroad could operate this train and could control it even if the pay check of the servants who performed the work of running the train was made out by a subsidiary corporation. *Section 50 of the Railroad Act* requires that certain members of the train crew shall

wear the initial letters of the style "of the Company by which he is employed." The wearing of the initials on the lapel would indicate that the company was trying to comply with this statute and indicate the name of the employer of the members of the train crew who wore such initials.

From the facts brought out, the jury were authorized, if indeed they were not actually required, to find that the train was actually operated by the Pennsylvania Railroad Company. Having so found, the circumstances compelled the further finding that Steelman was, in the operation of this train, the agent and servant of the Pennsylvania Railroad Company, notwithstanding the fact that his wages were paid by the West Jersey & Seashore Railroad Company.

It is undeniable that the West Jersey & Seashore Railroad Company is a part of the Pennsylvania Railroad System and it is also undeniable that the defendant Pennsylvania Railroad Company is the dominant railroad of the Pennsylvania Railroad System.

In this situation it cannot hope to evade liability by reason of the fact that Steelman's wages were paid by one of its subsidiary corporations.

There are several tests of the relationship of master and servant and of these it has been said that:

> "The fact that the servant's compensation was paid by the person alleged to be his master is the least conclusive" (37 *L. R. A.* 39).

The true rule, as established by numerous authorities, is that *a servant is the servant of the person for whom he is actually performing services and under whose control he actually is, although his compensation may be paid by another.*

This rule was applied by the United States Circuit Court of Appeals of the Fifth Circuit in *Woodward Iron Co.* v. *Limbaugh*, 276 Fed. 1.

This was an action brought under the Alabama Employers' Liability Act for injuries to plaintiff, who, while an employee of an independent contractor, was, at the time of such injuries, engaged in pushing a tramcar in defendants' mine under defendant's direction and control.

The Court held that the question whether plaintiff was defendant's employee as to the tramming at the time of the injury was for the jury, and said:

> "It is contended that requested instructions to the jury to find in favor of the defendant should have been given because of the absence of any evidence tending to prove that when the plaintiff was hurt he was an employee of the defendant or acting as such. The evidence showed that the plaintiff was employed by one Waters, who, as an independent contractor, was engaged in doing work in the defendant's mine. There was evidence tending to prove that Waters, as an independent contractor, did not have charge or control of the work in which the plaintiff was engaged when he was hurt. That evidence was to the effect that the moving of the coal by tramcars was not included in the work which Waters was employed to do as an independent contractor; that the tramming was in charge of the defendant, and under its direction and control, on its tracks and in its cars, the operation of which was not directed by Waters; that the tramming was done by men employed by the defendant until friction arose between them and the employees of Waters, whereupon it was arranged for the tramming to be done by employees of Waters, the defendant pay-

> ing an agreed price for that work. *One who is the agent employee of his employer may, with the former's consent, be hired by the latter to a third party for some special service, so as to become, as to that service, the employee of such third party, if, as to that service, he becomes subject to the direction and control of such third party.* 18 Ruling Case Law 493. The court left it to the jury to find from the evidence whether the plaintiff was or was not acting as an employee of the defendant at the time the injury complained of was sustained. There was evidence to support a finding that when the plaintiff was hurt, he was acting as an employee of the defendant" (276 Fed. Rep. 2).

So, in the present case, Steelman, even if he really was an employee of the West Jersey & Seashore Railroad Company, was by that company hired or lent to the Pennsylvania Railroad Company, and at the time of the accident was operating its train and subject to its direction and control.

In *Smith* v. *St. Louis and S. F. R. Co.*, 85 Mo. 418, 55 Amer. Rep. 380, it was held that the trainmen of a railroad company who operate its trains under the control of another company over which their own employer has running powers, are the servants of the company owning the road, although their wages are not paid by it. Here, again, we have the principle that *the true test is control of the acts, rather than payment of the wages.*

It has also been held that the fact that the crew of a construction train are on the payroll of the railroad company is not conclusive evidence that they are not servants of the contractor.

> *Hitte* v. *Republican Valley R. R. Co.*, 19 Neb. 620.

Missouri R. & T. R. Co. v. *Ferch* (Tex. Civ. App.), 36 S. W. 487.

Powell v. *Virginia Construction Co.*, 88 Tenn. 692.

If the evidence be taken to indicate that the Pennsylvania Railroad Company and the West Jersey & Seashore Company were joint masters of the engineer, Steelman, the rule, in such a situation, is that joint masters are jointly and severally liable for the acts of their servant, although his wages are paid by only one of them.

Barry v. *Burlington C. R. & M. R. Co.*, 42 Iowa 246.

Missouri Pacific R. R. Co. v. *Jones*, 75 Tex. 151.

Another authority squarely in point and showing that under the situation here presented the Pennsylvania Railroad Company should be held liable is *Southwestern Telegraph & Telephone Co.* v. *Crank* (Tex. Civ. App.), 27 S. W. Rep. 38, where it was held that a receiver of a railroad company is not exempt from liability for negligence because during the month in question the negligent employee was paid for his services by another railroad company under an arrangement between it and the receiver.

Still another decision which points squarely to the liability of the Pennsylvania Company is *Byrne* v. *Kansas City F. S. & M. Railway Co.*, 61 Fed. Rep. 605, decided by the Circuit Court of Appeals of the Sixth Circuit. This was an action for the death of plaintiff's intestate, who was run over and killed by a locomotive. There were two defendants who may conveniently be referred to as the railroad company and the bridge company. The en-

gine belonged to the railroad company, but had been rented by it to the bridge company. The accident occurred on a track which was owned by the bridge company. Under these facts it was held that the railroad company was not liable, and as a necessary consequence, although the question was apparently regarded as so obvious as not to be discussed, that the bridge company was liable. On this question of liability the Court said:

> "The first question for our consideration is whether the contract by which the Kansas City Company rented its engine to the bridge company relieves it of responsibility for negligence in the operation of the engine while in the service of the bridge company. It appears from the statement of Nettleton, who was both the superintendent of the bridge company and of the terminals of the Kansas City Railroad Company at Memphis, that the bridge company rented the engine from the railroad company at $10 a day, and also paid the railway company the expense of the fuel and supplies used in the running of the engine, and the wages of the engineer and fireman, who were carried on the payrolls of the railway company. The bridge is used by several different railway companies. The switch engine pushes all trains over it, and thus gives assistance to the regular engines of the railway companies on the heavy grades of the approaches. *The engineer and firemen were subject to the orders of Nettleton as superintendent of the bridge company. As he expressed it, the bridge company rented the crew, along with the engine, from the railway company.*
>
> On this state of facts we are clearly of the opinion that the court was right in holding that the railway company was not responsible for the acts of the engineer and fireman in running the engine which killed

> Nason. *They were, it is true, general servants of the railway company, but at the time of the accident they were engaged in the work of the bridge company, were subject to the orders of the bridge company's officers, and in what they did or failed to do were acting for the bridge company. The question is one of agency. The result is determined by the answer to the further questions, whose work was the servant doing? and under whose control was he doing it? The railway company had simply lent its general servants to become special or particular servants of the bridge company, had for the time parted with control over them, and was not responsible for their acts while in the service and under the control of their temporary master."*

If the two questions thus suggested by the Court are applied to the present case, the answer must inevitably point to the liability of the Pennsylvania Railroad Company.

Question: *Whose work was the servant Steelman doing?* Answer: *The work of the defendant Pennsylvania Railroad Company whose train he was operating.*

Question: *Under whose control was Steelman doing this work?* Answer: *Under the control of the Pennsylvania Railroad Company.*

To the same effect is the decision of the Supreme Court of Tennessee in *Powell* v. *Construction Co.*, 88 Tenn. 692. Mr. Justice Lurton, later a Justice of the Supreme Court of the United States, speaking for the Supreme Court of Tennessee, said:

> "When one person lends his servant to another for a particular employment, the servant for anything done in that particular employment must be dealt with as the servant

> of the man to whom he is lent, although he remains the general servant of the person who lent him."

The above language was quoted by Justice Lurton from the opinion of Chief Justice Cockburn in the English case of *Rourke* v. *Colliery Co.*, 2 C. P., Div. 205.

Again in *Miller* v. *Railroad Co.*, 76 Iowa 655, a contractor agreed to lay defendant's track at the rate of a certain number of miles per month, defendant "to furnish the motive power and cars and to operate the construction train." One of the contractor's employees was killed by negligent operation of the construction train, and it was held that the defendant railway company was not liable because, from the nature and terms of the contract, it did not have control of the construction trains, although the trainmen were retained on its payroll and received their wages from it. This holding involves, as a necessary converse, that the contractor was liable, and upon the same principle in the present case it would be the defendant Pennsylvania Railroad Company and not the West Jersey & Seashore Railroad Company which must stand any damages for Steelman's negligence.

In view of the foregoing well established rule, it is respectfully submitted that the fact of the payment of Steelman's wages by the West Jersey & Seashore Railroad Company is of no importance whatever as bearing upon the question of liability for his negligence. The fact is that *the negligence of which he was guilty occurred while he was operating a train of the defendant Pennsylvania Railroad Company, in its service, and under its control, and for such negligence the defendant Pennsylvania Railroad Company, under well established principles, must respond.*

Indeed, it has been held by the Supreme Court that the Pennsylvania Railroad Company is liable for the negligence of Steelman in connection with the accident out of which this action arose. The same contention which is urged in this case was urged in

> *Ross* v. *Pennsylvania Railroad Co. and Calvin W. Steelman,* 5 N. J. Misc. 809 (not officially reported).

The case cited was decided on defendants' rule to show cause to set aside a verdict for plaintiff in two other actions arising out of the same accident, and in dismissing the rule the Court (composed of Chief Justice Gummere and Justice Minturn) said, in a *per curiam* opinion:

> "It is further argued that the verdicts against the Pennsylvania Railroad are without legal support, for the reason that it was not in control of, or operating, the train which collided with the automobile in which the boy's father and other members of his family were riding. We think there is nothing in this contention. The train was a train of the West Jersey & Seashore Railroad Co. *It is admitted that that company is controlled by the Pennsylvania Railroad Co. as a part of the latter's system, and that this railroad, at the time when the accident happened, was being operated by the latter as a part of its system. The contention that the engineer of the train was being paid by the West Jersey &c. Railroad Co. and that, therefore, the Pennsylvania Railroad Co. was not responsible for his carelessness, seems to us without merit. A man is responsible for the carelessness of his employee which produces injury to another, although the employee's wages may be paid by some third person.*"

(f) *The Trial Court committed no error in its rulings on evidence or its instructions.*

The objections of defendants with respect to the admission of evidence are unworthy of serious attention. The evidence received was clearly admissible and its exclusion would have closed the door to any proof tending to fasten liability on the Pennsylvania Railroad Company. With respect to the instructions alleged to have been refused, it is sufficient to say that the matters contained therein were fully and clearly covered by the general charge (Case, Vol. 1, p. 273, line 10; p. 274, line 40).

IN CONCLUSION.

The judgment appealed from should be affirmed as against both defendants.

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