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# Board of Public Utility Commissioners

Newark, N. J., Friday, October 17, 1913.

PATERSON GRADE CROSSING ELIMINATION—
ERIE RAILROAD COMPANY, *et al.*

Before Commissioners Donges, Hillery and Daniels.

F. H. Sommer, Esq., Counsel.

J. Maybury, Jr., Esq., Railroad Inspector.

For the City of Paterson appears E. F. Merrey, Esq.

For Erie Railroad Company appears H. A. Taylor, Esq.

*Mr. Taylor.* I would like leave to file an answer but not at this time. Messrs. Collins and Corbin represent us in this proceeding but unfortunately Mr. Hobart is engaged in court. I have come here not prepared to file an answer but will do so at a future date. I would like permission to do that.

*Commissioner Donges.* That permission will be granted.

*Mr. Merrey.* You will file an answer for the Paterson & Hudson River Railroad Company and the Paterson and Ramapo Railroad Company?

*Mr. Taylor.* We do not represent those companies.

*Mr. Merrey.* They are served.

*Mr. Taylor.* Perhaps they have; I do not represent them.

*Mr. Merrey.* You will find on page 37 a list of the various corporations. They are arranged in groups.

*Commissioner Donges.* Notices have been given to all parties in interest. Does any one represent the Public Service Railway Company, Public Service Gas

Company, Public Service Electric Company, Passaic Water Company?

(No response.)

For New York Telephone Company appears P. H. Burns, Esq.

*Commissioner Donges.* Is the Paterson, Passaic & Suburban Telephone Company represented?

(No response.)

*Commissioner Donges.* Are there any other persons represented? Is the Paterson & Hudson River Railroad and the Paterson & Ramapo Railroad Company represented?

*Mr. Taylor.* I do not represent them. I know some gentlemen spoke to me before the meeting about wanting to be heard who haven't as yet appeared. I think they are still here.

*Commissioner Donges.* You may proceed with any testimony, Mr. Merrey.

*Mr. Merrey.* I was going to say, we have quite a lengthy petition here setting forth the question. I presume the practice would have been to have the railroad company answer. They would answer and admit some of the facts and it would seem unnecessary to prove them. The situation is now we will have to go ahead with our proof, which may take a great deal of time and is not necessary.

*Commissioner Donges.* Perhaps Mr. Taylor will stipulate some of the allegations in the petition.

*Mr. Taylor.* We can see about that as we go along. I don't propose that they take up time with unnecessary proofs.

*Mr. Merrey.* It is set forth in paragraph 1 that the Board of Finance of the City of Paterson is the body having charge of the finances and its petition seems necessary, and the action of the board is attached to the petition in certified form. Can you admit paragraphs 1 and 2 are true?

*Mr. Taylor.* I admit this is the petition of the Board of Finance of the City of Paterson in accord-

ance with the application attached to the petition. The question of the jurisdiction of the Board of Finance is governed by the statute and the statute speaks for itself. I don't understand you have to prove that.

*Mr. Merrey.* I want to prove that this action—

*Commissioner Donges.* What Mr. Merrey wants, as I take it, is an admission the Board of Finance is the financial body of the City of Paterson.

*Mr. Taylor.* I think Mr. Merrey filed a certified copy.

*Mr. Merrey.* It is.

*Mr. Taylor.* You filed a certified copy, I don't ask that you bring the clerk.

*Mr. Merrey.* Too?

*Commissioner Donges.* It is admitted the Board of Finance is the financial body of the City of Paterson.

*Mr. Taylor.* The statute governs that.

*Commissioner Donges.* The statute says the petition must be filed by that body.

*Mr. Taylor.* The statute shows that body. Whether the action was taken by that body or not, as Mr. Merrey has filed a certified copy of the action—

*Mr. Merrey.* It is admitted the Board has taken the action specified in paragraph 2, that is all we ask. Paragraph 3; will you admit the facts set forth there, "the Erie Railroad Company operates a railroad running through the City of Paterson," and so on? That seems so plain.

*Mr. Taylor.* Yes, I believe that is the fact.

*Commissioner Donges.* Paragraph 3 is admitted.

*Mr. Merrey.* Paragraph 4 says that the crossings are dangerous to public safety.

*Mr. Taylor.* I don't think I better admit anything in paragraph 4.

*Mr. Merrey.* Paragraph 5 is a matter really within the knowledge of the railroad company more than ours; it operates under a lease—

*Mr. Taylor.* If you are prepared to take up the proof in the order of these paragraphs I imagine you better go ahead with the first four. I am quite willing to answer now, to go categorically through the petition and admit or deny the paragraphs we can't agree on. That is enough to furnish you with a basis of proof for some time.

*Mr. Merrey.* The fifth, you don't know about that.

*Mr. Taylor.* That fifth is correct, except the lease runs to the Union Railroad Company in the first place and by various conveyances vests finally in the Erie Railroad.

*Commissioner Donges.* So the Erie Railroad Company is operating these.

*Mr. Taylor.* The Erie Railroad is operating them.

*Mr. Merrey.* I am somewhat handicapped in that the railroad company has not filed an answer, because the details they are familiar with better be annexed by them rather than put in by our proof.

*Mr. Taylor.* There is no difficulty about that.

*Mr. Merrey.* The sixth is along the same line. I may say here, that the line between the Paterson and Ramapo Railroad and the Paterson and Hudson River Railroad is at Market street.

*Mr. Taylor.* Paragraph 6 is not precisely correct. I am not in a position to say just what it is. It is not exactly correct. That may be a point of importance in this case.

*Commissioner Donges.* How soon will you be prepared to file an answer?

*Mr. Taylor.* I think in a short time, only a matter of a few days.

*Mr. Merrey.* That is a matter that is not covered, I will expect the commission to direct the company to answer on those things which they only know. My information on that came from the case of paving of Market street and the book put in showed the point at just about that point.

*Mr. Taylor.* The Hudson Company does own some property in that vicinity; I don't think it extends as far as recited.

*Mr. Merrey.* Number 7 would be the same thing.

*Mr. Taylor.* I might just as well answer this petition as go through in this manner. I haven't the answer prepared, and will go on with it later. I think I have furnished enough to start.

*Commissioner Donges.* It is somewhat embarrassing in view of the fact that the answer has not been filed, to know what facts are to be proven and what facts to take as admitted.

*Mr. Taylor.* I think we will have to insist that the city make full presentation of the physical situation.

*Commissioner Donges.* I think, Mr. Merrey, perhaps time will be saved by taking up the question of the physical situation and then we will see what there is to prove.

*Mr. Merrey.* We are about at that point now. We are just about reaching that point. These other questions are ones we need information on.

*Mr. Taylor.* You raised that point in paragraph number 4.

*Mr. Merrey.* We passed over that. We practically have covered it all now.

*Mr. Taylor.* At that point, if Mr. Merrey is prepared to proceed with testimony as to the physical situation, I think we should be furnished by the city, under the rules of the commission, with much more complete maps than are furnished here. We have no data of our own from which we can prepare that information; either the city will have to prepare it or we will have to. It seems to me the city should prepare it. Without attempting to make a complete statement, I will say the maps are deficient; they don't show the property owners affected; they don't show all the railroad tracks; they don't show our yard; they don't show the side tracks, they don't show

any profile, except as they might make a rough profile from certain information on the map. It seems to me in that respect they don't comply with paragraph C of rule 9 which the board fixed in respect to filing petitions.

> "The petition shall have attached thereto a map, plan or drawing of the area that may possible be affected by an order which may be made granting the relief sought, upon which shall be located the railroad" (I presume that means all the railroad tracks), "the crossing or crossings, to which the petition relates, and also all other crossings within such area; the municipal water or sewer pipes, or other municipal pipes, conduits or subways, the street railways, and any property or construction of any telegraph, telephone, gas, electric, lighting, power, water, oil, pipe line, or other public utility located within the limits of such crossing and within such area."

*Commissioner Donges.* If it appeared, Mr. Taylor, that the maps filed are not in accordance with the rule the petitioners will be required to furnish whatever maps are needed.

*Mr. Merrey.* Of course, the rule requires us to furnish a map showing all the property that is to be affected. Our request is that the tracks be depressed; under those circumstances, if that order be made there will be very little property injured. If the order be that the grade of the street be changed we will need a much more detailed plan. We can't see the possibility of such an order. We haven't gone in and made a detailed map of what is possible under an extreme plan would cause the change in the adjoining property line; we haven't done that. We haven't gone to the fullest extent an order of this commission might cover. We admit that. We can't imagine of any view of the case that the commission would make an order of that sort. If the tracks were ordered to be elevated

then there would be property damaged and it might be more than any of these maps show. If that is the case we would furnish those details later.

*Mr. Taylor.* The City of Paterson asks that the tracks be depressed or in the alternative be raised; it doesn't ask any other relief. The point I have in mind particularly is there is approximately sixty side tracks in Paterson. I haven't made a detailed study of the situation, but from the nature of things, if our tracks were lowered through Paterson I don't see how a single one of these side tracks can be preserved. If the tracks are elevated which is the City of Paterson's alternative request, it would be a hard matter to preserve any of the tracks and very expensive to do so. It seems to me those parties are interested whose property is affected by an such change, and that the map should show what the present situation is with regard to the side tracks and such things so it may be before the commission as to what the effect of such work as this will be.

*Commissioner Donges.* If it appears the map is insufficient the petitioner may be required to furnish another map.

*Mr. Merrey.* The railroad company having this information by the nature of the business they are engaged in, are more familiar with it than we are and could in the answer give the information; say how many side tracks and so on would be affected by this change.

*Mr. Taylor.* We will give you a list of the side tracks in our answer, as far as that is concerned. My point is simply—

*Commissioner Donges.* I think, Mr. Taylor, that the board will order that the additional maps be furnished if it is found these maps are insufficient.

*Mr. Merrey.* This act is a new act; there has not been much practice on it. We are proceeding finding out what is wanted. That is the reason I am

taking a little more time than I otherwise would do. It seems to me it results in this—if the board decides the change is to be made some plan must be adopted. The question is how is that plan to be prepared.

*Mr. Taylor.* It seems to me we are getting a long way ahead of the game in making that suggestion now. As to that I would simply say the cost of this elimination through Paterson would be so enormous that the Erie Railroad Company has never been in a position where it could even contemplate the expenditure of the amount of money necessary to do the work and we never have made any plans, that is any plans which would be in any sort of shape for submission to the commission if we had gotten to that point.

*Mr. Merrey.* I merely make that suggestion because we are going to travel the road and it would be a good idea to show the steps we are to pursue and the course to be preserved.

*Commissioner Donges.* The first question is whether or not the situation presents such hazards as to demand the elimination of the grade crossings.

*Mr. Merrey.* I will proceed now to prove the maps we have submitted.

For the Passaic Water Company appears Cuddebach, Esq.

For McNab & Harlin Mfg. Company appears Daniel O'Connor, President, having sidings in Paterson.

*Mr. Taylor.* I suppose, Mr. President, any other owner of side tracks whose interest is affected may come in.

*Commissioner Donges.* Yes, any person affected or interested may come in at any time; that is during the course of the hearing.

For R. J. Steel appears B. S. McKirk, Esq.

For John Agnew Company appears John Agnew, Esq.

For Herrmann Company appears E. E. Hassin, Esq.

For J. Wilson & Son, Inc., appears J. Wilson, Jr., Esq.

For Meyer & DeVogel appears Jacob Meyer, Esq.

For Paterson, Passaic & Suburban Water Company appears R. E. Lindsey, Supt.

JOHN C. VEENSTRA, sworn on behalf of petitioner.

*Direct examination* by Mr. Merrey.

Q Where are you employed?

A Mr. Harder's office, City Engineer, Paterson.

Q How long have you been there?

A I have been with him for the last twelve or thirteen years.

Q Did you make a survey of the line of the Erie Railroad Company through the City of Paterson and also make certain maps showing that survey?

A Yes.

Q Have you copies of those maps here?

A I have them here.

Q The first is the key map.

A (Produces map.)

Q This map before you is a blue print; was that made from a tracing you made yourself?

A Yes, sir.

Q It is marked, "Map showing grade crossings of the Erie Railroad," and dated October, 1913, H. J. Harder, City Engineer. At what point does that map begin?

A Gould avenue, and she ends at Hawthorne.

Q Is Gould avenue near the line of South Paterson?

A Yes, near Crooks avenue.

Q Near the southerly line?

A Near the southerly line.

Q How far is Gould avenue from Crooks avenue?

A I should judge, maybe, 2,000 feet.

Q Have you shown on this map the various streets of the City of Paterson close or near to the main line of the Erie Railroad?

A Yes, sir.

Q Was this map from a survey?

A Yes, made from a survey.

Q Who made the survey?

A I made the survey.

Q What is the scale of the map?

A The scale is 150 feet to the inch.

Q Is the map drawn true to the scale?

A Yes, sir.

Q I presume there is some little shrinkage due to the blue printing.

A Yes, with the wetting the blue print shrinks a little.

Q I notice on this map you have a number of letters marked on the line of the railroad company where certain streets cross them. What is that, do you know?

A That represents the different maps we have showing the different details, or as an index.

Q I notice that the letter A is on the crossing at Madison avenue.

A Exactly. That represents the cross map at Madison avenue.

Q You have a more detailed map of that crossing?

A Yes, sir.

Q How were those maps made, the detail maps?

A Those were made from actual survey.

Q By whom?

A By myself.

Q Drawn to scale?

A Drawn to scale, yes, sir.

Q And the blue print made from the original map?

A The tracing made from the original and the blue print made from those.

Q Have you those maps which are lettered from A, I believe to N, with you?

A Yes.

Q Are those blue prints of those maps?

A Those represent the blue prints of those maps.

Q Have you the map there of Madison avenue?

*Mr. Taylor.* Has this map (indicating) been offered?

*Mr. Merrey.* I will offer that in evidence.

*Mr. Taylor.* This isn't the same map as attached to the petition.

*Mr. Merrey.* It is.

*Mr. Taylor.* It covers more area than the one we have.

*Mr. Merrey.* I can't understand that.

*Mr. Taylor.* The map I have River street is on one side and Madison avenue on the other. Is this the same map except that it extends further?

*Mr. Merrey.* We will find out.

Q The key map which you annexed to the petition filed by the city in this case seems not to include as much territory as this map does.

A We first made a map showing Madison avenue to River street then we were instructed to go on to Gould avenue and to Hawthorne; then we made a second map.

Q How was the second made?

A It was traced from the other and then added on from River street to Hawthorne and from Madison avenue to Gould avenue.

Q Is there any difference in the body of the map now before us and the one annexed to the petition?

A No difference at all.

Q Except these additions were made.

A Simply extended.

Q Have you found the map of Madison avenue?

*Commissioner Donges.* You have another copy for the Erie?

*Mr. Merrey.*, We will furnish copies of these and the matter of the change or two in the new map in addition is probably not a matter of importance to the commission because there are no crossings which we refer to in our petition in the extended part of the map.

*Commissioner Donges.* But a copy of this map has been filed with the commission.

*Mr. Merrey.* Mr. Mead called on us and got a map and we have taken it from Mr. Mead.

*Commissioner Donges.* If there is no objection this map will be admitted.

(Same is marked Exhibit P-1.)

Q Mr. Veenstra, can you tell us how Madison avenue, marked A, is protected?

A By gates.

Q On this map, marked A, which I now offer the commission in evidence, are such gates shown?

A Yes.

Q They are indicated by the word "gate"?

A Exactly.

Q There is a bell at the crossing also?

A Yes, sir.

Q The position of the bell is indicated?

A Yes, sir.

Q By the word "bell." Can you tell us what obstructions there may be to the view of persons using Madison avenue at the crossing of the tracks of the Erie Railroad?

A In what respect.

Q Obstructions to the view of persons going by. What buildings or structures are there?

A There are telegraph poles along the line, then there is the American Locomotive Works.

*Commissioner Donges.* If there is no objection to this it will be admitted and marked.

(Same is marked Exhibit P-1A.)

*Mr. Taylor.* The American Locomotive Works is a brick building.

*Mr. Merrey.* Yes.

Q As you approach the Erie Railroad from the west going east, what buildings or structures are there that would interfere with your view of the railroad?

A The American Locomotive Works.

Q And that is to the south?

A To the south of Madison avenue.

Q And is indicated on your map by lines and the words "brick building"?

A Exactly.

Q Does that show the exact location of it?

A Yes, sir.

Q Are there any buildings to the north coming from the west?

A No, no buildings at all.

Q Coming from the east, are there any buildings?

A No buildings there.

Q Have you indicated on this map the elevations above the sea level?

A Yes.

Q Can you tell me what it is at the track?

A The elevation at the rail is 110.44.

Q What is the scale of map A?

A Sixteen feet equals one inch.

Q (*By Mr. Taylor.*) Are all these maps alike in that respect?

A Yes, sir.

Q (*By Mr. Merrey.*) Can you tell us some other elevations nearby on Madison avenue?

A Well, I have an elevation at the center of East Railway avenue and Madison avenue of 111.32. Then I have one on beyond I should judge I have taken that about 700 feet east, and that elevation is 114.59. Another elevation is at Getty avenue and Madison avenue, 139.32.

Q These elevations are marked on the map in figures?

A Yes.

Q At the point they were taken?

A At the point exactly where taken.

Q Can you tell us what water pipe or gas pipe crosses this railroad under the rails?

A The pipe of the water company.

Q The Passaic Water Company?

A The Passaic Water Company. The Public Service has a six-inch pipe.

Q What size pipe is the water company's?

A Sixteen-inch pipe.

Q Do any wires cross at this point?

A Yes.

*Commissioner Donges.* What size gas pipe?

*Witness.* Six inch.

Q There are two gas pipes, one six inches and one sixteen inches?

A Yes.

Q Do any wires cross?

A Yes, sir.

Q Do you know what they are?

A There is electric wires, three electric wires cross.

Q Are there a number of wires running along the right of way which are evidently operated by the railroad company?

*Mr. Taylor.* I object to that. He can testify who operates them if he knows.

*Mr. Merrey.* He don't know.

*Mr. Taylor.* Can the engineer state whether they are telegraph wires or wires for the operation of signals.

*Witness.* The majority of them seem to be telephone wires.

*Mr. Taylor.* Telephone or telegraph?

*Witness.* They are about one-eighth of an inch in diameter.

*Mr. Taylor.* They might be telephone or telegraph wires.

*Witness.* I don't know.

Q There are how many wires?

A Twenty-seven.

Q How high?

A Twenty-five feet.

Q Above the rail?

A Above the ground underneath the wires. I should judge about the same at the railroad, the same elevation.

*Commissioner Hillery.* What other obstructions are there in the highway?

Q Are there any other obstructions?

A Only the tower that operates the gates?

Q Is that noted on the map?

A Yes, sir.

Q Do you know what the distance is to the nearest passenger station from this crossing?

A I haven't got it positively, no.

Q About. Can you tell us from the map.

A I could scale it.

Q What is the nearest passenger station?

A The nearest passenger station is South Paterson on the Newark branch.

Q On this railroad?

A It would be Market street.

Q No, it is Lakeview. Just scale it from Madison avenue to Lakeview station.

A I haven't got it.

Q You have told us how far off the map, you said it was about 2,000 feet away. Approximately how far away.

A About 2,000 feet.

Q How far is it to the main Paterson station on Market street from this crossing, from Madison avenue.

A About 6,000 feet.

Q What is the nearest overhead or underground crossing; what is the next one?

A Essex street.

Q How far is that from this crossing?

A I should judge about a mile.

Q Just let us have it please.

A 4,500 feet.

Q Do the elevations which you have marked on the map show the grade of the highway in the vicinity of the railroad tracks?

A Yes, sir.

Q Is there any street railway using this crossing?

A Not at Madison avenue, no, sir.

Q Will you find the map B relating to Clay and Straight streets.

A (Produces map.)

Q Is this map made by you from actual survey?

A Yes.

Q What is the scale?

A One inch to sixteen feet.

Q This map shows two streets crossing the railroad.

A Straight street and Clay street crosses the railroad.

Q Are both crossings near together?

A Yes.

Q Give the distance between the center lines along the center line of the railroad.

A About 150 feet.

Q Tell us what obstructions there are to the view of persons passing along the street.

A Clay street we have a frame building and we have the tower.

Q Just tell us going along Clay street from the west toward the east what buildings we would find in the view to the south.

A South we have a frame building.

Q Do you know who occupies that building?

A No, I do not.

Q It is indicated on your map by a frame building?

A Exactly.

Q And to the north coming from the same direction along Clay street, what do you find?

A Find a tower of the Erie Railroad.

Q Coming from the east along Clay street what obstructions are there to the north?

A A brick building.

Q Is that indicated on the map?

A Yes, sir.

Q What obstructions are to the view?

A No obstructions on Straight street.

Q You mean on Clay street from the east and looking to the south.

A No, sir, no obstructions.

Q Coming south along Straight street what obstructions would there be on Straight street to the view to the south?

A No obstructions there.

Q What obstructions to the view of a train coming from the north while you were going south along Straight street?

A You have got that same brick building. That would be a hindrance.

Q People passing along Straight street to the north, what are the obstructions to the view of a person to the north?

A A frame building on the west side.

Q Is that shown on your map and marked?

A Yes, sir.

Q What is to the south or southeast?

A There is a stone structure, stone building rather.

Q What is that?

A I think that represents the office of the iron works.

Q The Passaic Iron Works?

A Yes.

Q Is that a large building?

A The building itself is about two stories high, brown stone.

*Mr. Taylor.* That is shown on the map?

*Mr. Merrey.* Yes.

Q Is there a curve at this point?

A There is partly a curve in the railroad, yes, sir.

Q Does that interfere with the view? Can you see it on the key map there?

A Answer, it does.

Q Are there any other obstructions to the view than those you have mentioned?

A Different poles.

Q Are they all indicated there?

A Yes.

Q Have you on this map indicated every building, pole or structure of any kind that might interfere with the view?

A Yes, sir.

Q The names are given, the character of the obstruction?

A Exactly.

Q Tell the distance to the nearest passenger station from these crossings.

A About three thousand feet to the Market street station.

Q What is the nearest overhead or underground crossing?

A Essex street.

Q How far is that from these crossings?

A About 1,200 feet—rather 1,800 feet.

Q Is there a street railway at this point crossing the tracks?

A No, sir.

Q There is, however, nearly, is there not; shown on Straight street?

A Yes, sir.

Q Running north and south on Straight, then turning east and west on Clay street, but not crossing the railroad.

A Not crossing the railroad.

Q Tell us what pipe crossings there are.

A At Clay street we have a fifteen-inch pipe sewer and we have another forty inch.

Q That is a city sewer?

A Yes. We have a forty-inch brick sewer. We have the Passaic Water Company crossing with a twelve-inch pipe. That is all underground. On Straight street we have an eighteen-inch pipe sewer.

Q That is the city's?

A The city's. The Passaic Water Company has an eighteen-inch pipe and the Public Service Gas Company has a six-inch main.

Q What is there overhead?

A Overhead there is three wires crossing the railroad at Straight street, twenty-four feet high.

Q Running from a signal tower?

A Running from the tower, yes, sir.

Q Are there any other lines running across Straight street, wire lines?

A No other wires.

Q On Clay street what wires are overhead?

A Eight wires, forty-one feet high.

Q Which side?

A The north side.

Q What is there on the south side?

A Thirty-three wires, thirty-nine feet high.

*Mr. Taylor.* What lines are there at the crossing starting at the south side of Clay street marked twenty-four feet high; fifty-two wires?

Q You have on your map fifty-two wires, twenty-four feet high; what are they? Are they a continuance of the wires which cross Madison avenue?

A Yes, sir.

Q Are the same character as those wires?
A Exactly.
Q And they run along the right of way?
A Parallel with the railroad.

*Commissioner Donges.* That map is offered?
*Mr. Merrey.* Yes.
*Commissioner Donges.* It will be marked.
(Same is marked Exhibit P-1B.)

Q Give us the grade of the highway. What is the elevation above sea level of Clay street on the rails?
A The elevation of Clay street is 95.57.
Q At Straight street?
A At Straight street 95.95.
Q At the west of the railroad on Clay street tell us the elevation.
A The elevation there is 99.02.
Q About what point is that?
A The first street west of the railroad.
Q Is the elevation marked?
A At the intersection.
Q At the point the elevation was taken?
A Yes.
Q What is the elevation at the intersection of Straight street and Clay street?
A 91.60.
Q And south of the railroad on Straight street have you an elevation?
A Yes, sir.
Q What is that?
A 97.03.
Q And how far from the center of the track is that taken?
A 240 feet, about.
Q I ask you to produce map annexed to the petition which is marked C, Cedar street crossing.
A (Produces map.)

Q We find on the map, and to the north of Clay street, a street marked Taylor street; does that cross the right of way?

A It does not cross the right of way.

Q It is not open for travel?

A No.

Q So the next street north of Clay street is Cedar street?

A Cedar street.

Q Of which I ask you now, and is annexed to the petition?

A Yes.

Q And is from a survey made by you?

A Yes.

Q And the scale is the same?

A The scale is one inch equals sixteen feet.

Q How many tracks are there at Cedar street?

A Four main tracks and there seems to be four switches.

Q (*By Mr. Taylor.*) Five switches.

A Five switches, yes, Ramapo avenue.

Q (*By Mr. Merrey.*) How is it protected?

A By gates.

Q A single set or a double set?

A A double set, four gates.

Q Do you know whether a watchman is maintained on the ground?

A I couldn't tell you that.

Q This section is getting into the main yards of the railroad?

A Yes.

Q Can you tell us the obstructions to the view of the public passing along this street to trains?

A Passing up Cedar street on the west.

Q Coming from what direction?

A Coming from Straight street.

Q From the east?

A From the east going to the west, the northerly side there is a brick building.

Q A large brick building?

A Yes, a large brick building.

Q Is the building built close to the right of way and these switches?

A Yes.

Q How near to the nearest switch is that building?

A About eight feet.

Q What do you find coming from the same direction to the south?

A A large brick building.

Q How near is that building to the nearest switch?

A Also eight feet.

Q Now then, coming from the other direction, coming from the east and going west on Cedar street.

A The south side we have a large brick building.

Q On the north?

A On the north we have no buildings.

Q Are there many cars on the switches?

A Yes, there is always.

Q At the time you were there were there any?

A Yes, sir.

Q How frequently were you there?

A I was there two or three times.

Q Can you tell us the distance to the nearest passenger station, what it is?

A Market street is the nearest passenger station; eighteen hundred feet.

Q And the distance to the nearest overhead or underground crossing.

A The underground crossing is Essex street.

Q How far is that?

A Nine hundred feet.

Q Are there any overhead crossings on this line of the railroad between the points we are considering?

A No, there is not.

Q Or underground crossings there?

A Essex street and Straight street.

Q That is lower Straight street you mean?

A Lower Straight street.

Q Where does Straight street cross again, other than the point you testified to?

A Not the furtherest point we have on our map, no.

Q What other points are there?

A Straight and Fulton is the same point.

Q Is there another one?

A Another beyond Straight street, Governor street.

Q That is all?

A That is all.

*Commissioner Donges.* The tracks at those streets pass over the street at those points?

*Witness.* Yes, sir.

Q Can you give us the grade of the highway by the elevation of the track from nearby points at Cedar street?

A Yes. The elevation of the rail is 89.93; on the center of Railroad avenue and Cedar street, that is west of the railroad, 88.26; on Cedar street east of the Erie Railroad at Straight and Cedar streets, 89.38.

Q Is there any street railway tracks crossing at this crossing?

A No, sir.

Q Any pipe crossings?

A Yes, sir, the Passaic Water Company has an eight-inch pipe; the Public Service Gas Company has a six-inch pipe.

Q Any overhead wires crossing?

A Yes; seven overhead wires crossing.

Q You say there is seven wires?

A Seven wires crossing from a pole at the north-east corner of Railroad avenue and Cedar street to

Ramapo avenue, there is seven. The north side of Cedar street there are sixteen wires thirty-seven feet high; on the south side there are four wires twenty feet high.

Q Is that line of wires paralleling the railroad crossing at this point, too?

A Forty-eight wires twenty-two feet high paralelling the railroad.

Q Can you tell us whether the wires on the southerly side are electric light wires or telephone wires?

A I couldn't tell you that very well on the map.

*Mr. Taylor.* Which do you mean by the southerly side?

*Mr. Merrey.* The railroad company I suppose calls that the east.

*Mr. Taylor.* The seven wires shown on the map?

*Mr. Merrey.* Yes. I will offer this map in evidence if the commission please.

*Commissioner Donges.* There is a street indicated on the map paralleling the tracks.

*Witness.* Yes.

*Commissioner Donges.* The tracks appear to be laid in this street.

*Mr. Taylor.* Ramapo avenue.

*Mr. Merrey.* That street is open.

Q Do you know whether Ramapo avenue, which is shown on this map, is open and used at that point at Cedar street?

A It is used by switching, they drive in and out and unload cars. But for public use I doubt it.

*Mr. Taylor.* I understood it was open as a public street.

*Witness.* On the assessment map they have it as a street and lots assessed as on Ramapo avenue.

Q (*By Mr. Merrey.*) Do you know whether the people on those buildings use it to go to and fro to their buildings?

A I am pretty sure they do.

*Mr. Merrey.* I offer this map.

*Commissioner Donges.* It will be admitted and marked.

(Same is marked Exhibit P-1C.)

Q I ask you to produce map D, Market street crossing.

A (Produces map.)

Q This map was made by you after survey by you?

A Yes, sir.

Q What is the scale?

A One inch equals sixteen feet.

Q Do you know how this crossing is protected?

A Yes, sir, by gates.

Q Operated from a tower?

A Operated from a tower, and I think a flagman at the station.

Q Can you tell us what obstructions there are to the view of people passing at this place—obstructions to the view of the railroad track?

A Yes, sir. Going west on Park avenue from Straight street there is a row of buildings; the side of that block is built in full.

Q There is a small open street called Crosby Place?

A Yes, sir.

Q Between those buildings and the railroad track?

A Yes, sir.

*Commissioner Donges.* How wide is that street?

Q How wide is that?

A It varies.

Q Right at the point of Park avenue.

A Forty feet.

Q Do you know there is a sign placed there stating that Crosby Place is not a public thoroughfare, set up by the Susquehanna Railroad Company?

A I have never seen it. I have never noticed it there.

*Mr. Merrey.* We will show that later. We will show later that it is claimed to be owned by the Susquehanna and that it is not a public street.

*Commissioner Donges.* It is not used by the public.

*Mr. Merrey.* It is used by the public. The main station of the Susquehanna is right here (indicating), and a spur runs in and stops at this point (indicating); those are reached by this short street and Straight street.

*Mr. Taylor.* It is used for access to the Susquehanna station?

*Mr. Merrey.* Yes, the public use it. It is used like an ordinary public street. They have a sign to protect their right and claim ownership.

*Commissioner Donges.* You claim it is a private way?

*Mr. Taylor.* So Mr. Merrey says; I am not familiar with the facts.

Q Continue and show what obstructions there are coming from the east on Market street.

A On Market street?

Q What is it coming from the east on Market street.

A We have a brick building on the right; then we have a row of brick buildings on the left.

Q How near are these buildings to the track?

A About sixty feet to the track.

*Commissioner Donges.* These triangular-shaped buildings?

*Mr. Merrey.* Yes.

Q And the building on the left that you spoke about.

A Thirty-six feet to the track?

Q What are the obstructions to the west of the track on Market street?

A We have a brick building on the corner on the intersection of the railroad.

Q That is on the left?

A Along that whole block is a brick building.

Q And to the right.

*Commissioner Donges.* What is the distance of this brick building at the northwest corner to the tracks?

*Witness.* Thirty-four feet.

Q Do you know who owns that building?

A It is occupied by Morrin Company.

*Commissioner Donges.* Are there any other obstructions between that brick building and the railroad track?

*Witness.* There is a tower and flag station.

Q To the south on Market street from the west?

A The Erie Railroad station.

Q The passenger station at Market street?

A The passenger station, yes, sir.

Q Any other obstructions?

A Then we have on the other side, on the east side of the railroad—

Q You told that.

A The poles.

*Mr. Merrey.* You admit the ownership of that building at this point, Nelson Morris?

*Mr. Taylor.* Owned by the Erie Railroad?

*Mr. Merrey.* Yes.

*Mr. Taylor.* I don't know.

Q Do you know that the railroad has a part of its workshop, partly occupied by Nelson Morris Company?

A Yes, sir, in the rear.

Q Do you know that the freight cars on the Susquehanna Railroad obstruct the view any?

A They do, yes, sir. The switching of the Susquehanna obstructs the view to the north.

Q As you are coming from the east.

A Yes.

Q (*By Mr. Taylor.*) What street?

A They are not on the street.

*Mr. Merrey.* They are on the Susquehanna Railroad.

*Mr. Taylor.* This map doesn't show.

*Mr. Merrey.* It will show on the other?

*Mr. Taylor.* The witness should be a little more definite.

Q You don't show the Susquehanna here?

A No, we don't show the Susquehanna here.

Q The nearest passenger station is located right at this street?

A Market street.

Q And the nearest underground crossing is where?

A The nearest underground crossing is Essex street.

Q How far is that?

A About 1,000 feet.

Q Can you give us the grade of the highway? First tell us the elevation on the rail at Market street above the sea level.

A The elevation on the rail at the intersection of Market street and Park avenue where both intersect, that elevation is 79.29; the elevation at Railroad avenue and Market street 75.03; the elevation at Park avenue and Straight street 88.22. The elevation on Straight street and Market street 85.98.

Q What street railway tracks cross at this point?

A The Public Service crosses Market street and also Park avenue.

Q How many cross?

A Double tracks on Park avenue and single track on Market street.

Q What pipe crossings are there?

A The Public Service has a twelve-inch gas pipe and the Public Service Electric Company has two two-inch tubes; the gas company has a six-inch pipe; the telephone company has nine conduits; the Public Service Electric Company has twelve conduits; and there is a thirty-inch brick sewer owned by the City of Paterson; the Passaic Water Company has a twelve-inch pipe; the Public Service Gas Company has another six-inch pipe.

Q How many tracks cross at this point?

A Two tracks.

Q Two tracks?

A Two main tracks.

Q What wire crossings are there?

A Across Park avenue and Market street and parallel to the railroad forty-one wires, thirty feet high, on the east side of the railroad. Crossing the railroad track we have got trolley wires; two trolley wires on Park avenue, one trolley wire on Market street; four on the other side, the south side of Market street, twenty-six feet wide.

Q And then the same set of wires paralleling the railroad company that you spoke of, not crossing.

A Forty-one wires, thirty feet high.

Q Which side of the railroad?

A East side of the railroad.

*Commissioner Daniels.* What is the covering over the sewer trunk; the distance between the crown of the street and the top of the sewer?

*Witness.* They average eight feet; eight to ten feet.

*Mr. Taylor.* You answer applies to all these crossings, or only Market street?

*Witness.* They average about eight to ten feet, the depth of the sewers all through the city.

*Mr. Taylor.* Below the surface?

*Witness.* Below the surface of the street.

Q I might say, some of our records were destroyed, records of the sewers.

A Yes, our records there were all destroyed by fire.

Q When was the fire?

A 1902.

*Commissioner Donges.* What about Ramapo avenue at this point?

*Witness.* Ramapo avenue is a public street.

Q A paved macadam street, Ramapo avenue?

A It is asphalt, I think.

Q Used by the public?

A Yes.

*Mr. Merrey.* I will offer this blue print in evidence.

*Commissioner Donges.* It will be marked.

(Same is marked Exhibit P-1D.)

Recess from 12.20 to 1.20.

AFTER RECESS.

JOHN C. VEENSTRA resumes the stand.

*Direct examination* by Mr. Merrey (continued).

Q Mr. Veenstra, will you produce map E, showing crossing at Ellison street.

A (Produces map.)

Q How is that protected?

A That is protected by gates.

Q Will you tell us the obstructions to the view of people passing along Ellison street?

A Traveling from Straight street towards the railroad, right of way, a brick building, and on the south side a concrete building.

Q How near are they to the railroad tracks?

A About five feet.

*Mr. Taylor.* May I ask a question here?

*Mr. Merrey.* Yes.

Q (*By Mr. Taylor.*) In measuring from the railroad track to the buildings are you measuring from the nearest rail?

A Yes.

Q In each case?

A Yes.

Q (*By Mr. Merrey.*) Not the end of the ties; the rail.

A The rail.

Q Just continue and give us the other side.

A The west side of the track going towards Paterson street north side of Ellison street, is a lumber shed, and the south side we have the freight station; then we have a tower.

Q How near are they to the tracks?

A The lumber shed is about nine feet and the freight station about sixteen feet.

Q How many tracks of the railroad company cross this street?

A Three.

Q What is the nearest passenger station and how far is it?

A Market street; six hundred feet.

Q And how far is the nearest underground crossing or undergrade crossing?

A That would be Governor street.

Q Govenor street or Essex street; tell us both.

A Essex and Governor both. Essex street is about nine hundred feet and Governor street about twenty-four hundred feet.

Q Take the Essex street again; not from Market street, from Ellison street.

A About eighteen hundred feet.

*Mr. Merrey.* We wish to correct that testimony.

Q Can you give us the grades of the highway? What is the elevation of the tracks above sea level?

A The elevation of the tracks above sea level is 78.68; Straight street is 81.34; the elevation of Straight and Ellison.

Q (*By Mr. Taylor.*) What was the other?

A The intersection of the Erie Railroad and Ellison street 78.68. The intersection of Ellison and Paterson street, 70.52.

Q No street railway tracks cross here?

A No street railway.

Q Tell us the pipe crossings under the railroad?

A The Public Service Gas Company has a six-inch pipe; the Public Service Electric Company has a tube; there are four conduits; thirty-six inch brick sewer of the city and an eighteen-inch pipe sewer of the city; the Passaic Water Company has a six-inch pipe; the Public Service Electric Company has two tubes; the Public Service Gas Company has another four-inch pipe.

Q What overhead wires cross?

A There are fifty-one wires on the west side of the track parallel with the track, forty feet high.

Q The same line that started at Madison avenue?

A The same line crossing over.

Q Are there any wires running east and west?

A The south side sixteen wires, forty feet high.

Q (*By Mr. Taylor.*) Do you know whose wires they are?

A No.

Q (*By Mr. Merrey.*) Are they electric wires?

A Electric and telephone.

*Mr. Merrey.* I offer that map in evidence.

*Commissioner Donges.* It will be marked.

(Same is marked Exhibit P-1E.)

Q Get map F.

A (Produces map.)

Q What street crossing does this show?

A Van Houten street.

Q How is that protected?

A That is protected by gates.

Q They are operated from a tower?

A Yes, sir.

Q What is the obstructions to the south of this crossing?

A The north side, from State street, east side of the railroad, there is a frame building; along the west side a brick building. On the south side of the street from State street to Paterson street, a brick building on the east, and the west of the railroad there is a brick building.

Q How near are these to the tracks?

A On the east side of the railroad they are about five feet; on the west side about ten feet, that is on the north side of Van Houten street. On the side of Van Houten street, east side of the track, sixteen feet along the west side, ten feet.

Q What is the nearest passenger station, and how far down?

A Market street, about 1,200 feet.

Q What is the nearest undergrade crossing and how far is it from Van Houten street?

A Governor street is the nearest one; about 1,500 feet.

Q Give us the grade of the highway?

A The grade of the railroad at the intersection of Van Houten street, 77.63; and the intersection of Straight street and Van Houten, 84.07; and the intersection of Paterson and Van Houten street, 72.31.

Q Do any street railways cross at this point?

A No street railways.

Q What pipe crossings are there under these rails?

A The Public Service Electric Company has two; the New York Telephone Company has six conduits;

the Passaic Water Company has a twenty-four inch pipe; the City of Paterson has an eighteen-inch pipe sewer; the Passaic Water Company, on the south side, has a six-inch pipe; the Public Service Gas Company has, on the south side, two three-inch mains; the Public Service Electric Company has twenty conduits and two tubes.

Q What overhead wire crossings are there?

A The west side, parallel with the Erie Railroad, forty wires thirty feet high.

Q Is that the same line of wires following the railroad?

A Yes. Crossing the railroad on the south side of that Van Houten street, seven wires fifty-two feet high.

*Mr. Merrey.* I offer this map in evidence.

*Commissioner Donges.* It will be received and marked.

(Same is marked Exhibit P1-F.)

Q Give me map G.

A (Produces map.)

Q What crossing does it show?

A Broadway crossing.

Q How is that protected?

A That is protected by gates and I think there is a flagman.

Q The gate is operated by a tower?

A Operated by a tower.

Q And a flagman on the ground?

A A flagman on the ground.

*Mr. Merrey.* I might mention that this crossing we are now on is the one at which an accident happened and a report made to the commission of a man named Foley killed there. I haven't the notice here.

*Commissioner Donges.* How recently?

*Mr. Merrey.* August 26, 1911.

Q What obstructions to the view are there on Broadway?

A The north side, east side of the tracks, a frame building, and west side of the tracks, north side of Broadway, a brick building; the south side and east side of the track, a frame building; the west side of the track and south side of Broadway, a brick building.

Q How near are those buildings to the rails?

A On the south side, east side of the tracks, we have four feet to the nearest rail, and on the west side of the tracks and south side of Broadway, seventeen feet to the nearest rail. On the north side of Broadway, east side of the track, thirty feet to the nearest rail; on the west side of the track, north side of Broadway, we have thirty-seven feet.

Q What is the distance to the nearest passenger station?

A Market street is the nearest passenger station; 2,100 feet.

Q What is the nearest undergrade crossing?

A Governor street.

Q How far is that?

A That is 2,100 feet.

Q Let us have the grade of the highway.

A The grade at the railroad track, intersection of Broadway, 86; the intersection of Paterson and Broadway, 67.26.

Q How many railroad tracks cross at this point?

A Two.

Q And street railway tracks?

A Double tracks, two tracks.

Q What pipe crossings are there?

A On the north side, Public Service Electric Company, six conduits; Public Service Gas Company, three-inch pipe; Passaic Water Company, sixteen-inch pipe; City of Paterson, twelve-inch pipe sewer;

Suburban Telephone Company, four conduits; Public Service Gas Company, four-inch pipe; Public Service Electric Company, two two-inch tubes.

Q How many pipes of the gas company?

A Four-inch pipe, it don't say how many.

Q Isn't there one three-inch?

A One three-inch pipe on the north side.

Q State the overhead wires crossing.

A Parallel with the railroad, on the west side of the track, fifty-two wires, thirty-five feet high.

Q Is that the same line of wire following the railroad?

A Yes. Seven wires crossing diagonally, fifty-three feet high, and then the trolley wires, two trolley wires, feed wires.

*Mr. Merrey.* I will offer this map in evidence.

*Commissioner Donges.* It will be admitted and marked.

(Same is marked P-1G.)

Q I ask you to produce map H.

A (Produces map.)

Q This shows Fair street?

A Yes.

Q How is it protected?

A By gates.

Q Operated from a tower?

A Yes, sir.

Q What obstructions are there to the view along this right of way?

A North side of Fair street, east side of the track, a frame building; west side of the track and north side of Fair street, a frame building; south side of Fair street, east side of the track, a frame building; west side of the track, south side of Fair street, a frame building.

Q How near are these buildings to the rail?

A The one on the north of Fair street and east side of the track, about twenty-eight feet; the one on

the north side of Fair street and west side of the track, eighty-eight feet; the one on the south side of Fair street, east side of the track, thirty-four feet; the one west of the track is seventy feet.

Q Are there poles and other obstructions?

A Electric poles and telegraph poles.

Q All shown on the map.

A Yes; gas light; trees.

Q What is the distance to the nearest passenger station?

A Market street is the nearest passenger station; 1,600 feet.

Q And the nearest undergrade crossing?

A Governor street, about 1,200 feet.

Q Let us have the grade of the highway.

A The grade of the intersection of the Erie Railroad and Fair street is 73.15; at the intersection of Straight street and Fair street, 83.43; at the intersection of Fair street and Paterson street, 59.12.

Q Are there any street railway tracks crossing over here?

A No.

Q Pipe crossings?

A The Passaic Water Company has a six-inch pipe, the City of Paterson has a twelve-inch pipe sewer.

Q Wire crossings?

A There are wires paralleling the railroad on the west side; thirty-six wires, thirty-four feet high; on the east side, twenty-three wires, twenty-nine feet high.

*Mr. Merrey.* I will offer this map in evidence.

*Commissioner Donges.* It will be admitted and marked.

(Same is marked Exhibit P-1H.)

Q Produce map I, showing Hamilton avenue.

A (Produces map.)

Q How is that protected?

A Protected by gates.

Q Operated from a tower?

A From a tower.

Q Tell us what obstructions to the view there are at this crossing.

A The north side of Hamilton avenue, east of the track, a brick building; the west side of the railroad, north side of Hamilton avenue, a brick building; on the south side of Hamilton avenue, east of the track, a frame building; south side of Hamilton avenue, east of the track, another frame building.

Q How near are these buildings to the rail?

A North side of Hamilton avenue, east of the track, the building is fifty feet; on the west side of the track, north side of Hamilton avenue, we have sixty-four feet; on the south side of Hamilton avenue, east of the track, we have got forty-four feet; on the south side of Hamilton avenue, west of the track, we have got twenty-two feet.

Q What is the distance to the nearest passenger station?

A Eighteen hundred feet.

Q What is the nearest undergrade crossing?

A Governor street.

Q How far is that?

A About eight hundred feet.

Q What is the grade of the highway?

A The grade at the intersection of Hamilton avenue and the Erie Railroad, 70.86; at the intersection of Straight street and Hamilton avenue, 80.79; at the intersection of Paterson street and Hamilton avenue, 54.33.

Q Are there any street railway tracks across this point?

A No, sir.

Q Pipe crossings?

A Passaic Water Company, six-inch pipe; City of Paterson, twelve-inch pipe sewer; Public Service Gas Company, four-inch pipe.

Q Any wire crossing?

A A set of wires paralleling the track, west side of the track, twenty-six wires, thirty-six feet high; east of the track, twenty-three wires, twenty-five feet high.

Q No wires directly on the street?

A No wires crossing at this street.

*Mr. Merrey.* I will offer this map in evidence.

*Commissioner Donges.* It will be received and marked.

(Same is marked Exhibit P-1I.)

Q I ask you to produce map J, crossing at Lafayette street, and ask you how that crossing is protected?

A (Produces map.)

Q That is protected by gates?

A Yes.

Q From a tower?

A Yes.

Q Tell us what obstructions to the view there are.

A On the north side of Lafayette street, east of the railroad, a frame building; on the south of Lafayette street, west of the railroad, a frame building.

*Commissioner Donges.* Between Hamilton avenue and Lafayette street there are no grade crossings?

*Witness.* No grade crossings.

*Commissioner Donges.* The streets indicated on the map have no railroad crossings?

*Witness.* Have no railroad crossings. (Continuing.) South side of Lafayette street, east of the tracks, frame building; south side of Lafayette street, west of the tracks, another frame building.

Q What is the distance to the nearest passenger station?

A River street.

Q What is it?

A 1,200 feet.

Q What is the nearest undergrade crossing?

A Governor street.

Q Is Governor street nearer than Fulton?

A Fulton street, 800 feet.

*Commissioner Donges.* There is an undergrade crossing at Fulton and Straight street?

*Mr. Merrey.* Yes; and then there is one at Governor street. I think he testified to that this morning.

Q What is the grade of the highway?

A Intersection of Lafayette street and the Erie Railroad, 55.91; intersection of Summer street and Lafayette street, 48.21; intersection of Straight street and Lafayette street, 45.71.

Q Are there any street railway tracks crossing at this point?

A No.

Q What pipe crossings are there under the railroad?

A North side, Public Service Gas Company, six-inch main; Passaic Water Company has a six-inch pipe; twelve-inch pipe sewer of the City of Paterson; thirty-inch brick sewer owned by the City of Paterson.

Q What overhead wires crossing?

A West of the track and parallel with the track we have got eight wires forty-one feet high; parallel with the track, east of the track, twenty-three wires twenty-one feet high; north side of Lafayette street crossing the railroad, six wires, forty-one feet high; south side, one cable, thirty feet high, and three telephone wires.

*Mr. Merrey.* I will offer that map in evidence.

*Commissioner Donges.* It will be admitted and marked.

(Same as marked Exhibit P-1J.)

Q I ask you to produce map K, showing Franklin street crossing.

A (Produces map.)

Q How is that crossing protected?

A By gates operated from a tower.

Q What obstructions to the view?

A North side of Franklin street, east side of the tracks, a brick building; north side of Franklin street, west of the tracks, we have a frame building; south side of Franklin street, east of the track, we have got a small frame house; on the west side of the tracks and south side of Franklin street, another brick building.

Q Are there any other obstructions in the way of poles?

A Poles and tower, gate tower.

Q All indicated on the map?

A Yes, sir.

Q What is the distance to the nearest passenger station?

A River street, 1,000 feet.

Q And what is the nearest undergrade crossing?

A Fulton street, about 780 feet.

Q Give us the grades of the highway.

A The grade at the intersection of the railroad and Franklin street, 54.76; Summer street and Franklin street, 50.12; River street and Franklin street, 47.72.

Q Do any street railway tracks cross?

A No, sir.

Q What pipe crossings are there under the railroad?

A Passaic Water Company, six-inch pipe, that is all.

Q What wires cross above?

A West of the railroad and parallel to the tracks, eight wires, thirty-eight feet high; east of the tracks; parallel, twenty-five wires, twenty-four feet high; north side of the Franklin street crossing the railroad, twenty wires, thirty-one feet high.

*Mr. Merrey.* I offer that map.

*Commissioner Donges.* It will be received and marked.

(Same is marked Exhibit P-1K.)

Q I ask you to produce map L, showing Keen street crossing, and tell us how that is protected.

A (Produces map.) That is protected by a flagman.

Q And a bell is there also?

A I have got the poles mentioned but I haven't the bell mentioned.

Q Tell us what obstructions to the view there are.

A On the north side of Keen street, east of the track, a brick building; on the west side of the track, north side of Keen street, a frame building; on the south side of Keen street, west of the track, a frame building; then on the south side of Keen street and east of the railroad, we have a brick building; then there is flag station.

Q Any other obstructions, poles?

A Poles, a few poles, yes, sir.

Q What is the distance to the nearest passenger station?

A 700 feet.

Q What is the nearest undergrade crossing?

A Fulton street.

Q What is the distance?

A About 1,300 feet.

Q Tell us the grade of this highway.

A The grade at the intersection of Keen street and the Erie Railroad, 54.26; the intersection of Summer

street and Keen street, 52.48; at the intersection of River street and Keen street, 50.61.

Q Are there any street railway tracks crossing?

A No, sir.

Q What pipe crossing?

A Twenty-four inch pipe sewer.

Q Maintained by the city?

A Yes, sir.

Q What wire crossings are there?

A Eight wires on the west side of the track and parallel with it, thirty-eight feet high; east of the track and parallel with the railroad, twenty-seven wires, twenty-seven feet high; north side of Keen street, eight wires, forty-seven feet high on the north side of Keen street passing over the railroad.

*Mr. Merrey.* I offer this map in evidence.

*Commissioner Donges.* It will be admitted and marked.

(Same is marked Exhibit P-1L.)

Q I ask you to produce map M, showing Warren street crossing. How is this crossing protected?

A (Produces map.) By gates from the tower.

Q What is the obstruction to the view?

A North side of Warren street, east side of the track, a brick building; on the west side we have River street; we have got a tower on the west side; south side of Warren street, east of the track, a frame building; and on the west side a frame building.

Q How near are these buildings to the rail?

A On the east side of the track, thirty-three feet to the rail; on the west side they are seventeen.

Q What is the distance to the nearest passenger station?

A River street is the nearest passenger station, about 500 feet.

Q What is the nearest undergrade crossing?

A Fulton street, 1,700 feet.

Q What is the grade of the highway?

A The grade at the intersection of the Erie Railroad and Warren street is 55.08; then on Warren street, 225 feet east of the tracks, the elevation is 59.85; then at the intersection of River street and Warren street, 52.85; at the intersection of Warren street and East Fifth street, 47.25.

Q Are there any street railway tracks there?

A No, sir.

Q What pipe crossings are there?

A North side, Passaic Water Company, six-inch pipe, and an eighteen-inch sewer pipe owned by the City of Paterson; the Passaic Water Company has a pipe and the Public Service Gas Company has a four-inch pipe.

Q That is two water mains?

A Yes.

Q What overhead wires cross?

A Parallel to the track? On the east side, twenty-three wires twenty-seven feet high.

Q Twenty wires cross directly?

A Diagonally eight wires, thirty-four feet high, at the north side at right angles about crossing the railroad two telephone wires.

*Mr. Merrey.* I offer that map in evidence.

*Commissioner Donges.* It will be admitted and marked.

(Same is marked Exhibit P-1M.)

Q I ask you to produce map N, showing River street and Putnam street crossings.

A (Produces map.)

Q How is this crossing protected?

A By gates from a tower.

*Commissioner Donges.* Both streets?

*Witness.* Yes, sir.

Q Are there several gates there?

A A flagman is stationed there.

Q This street cuts the railroad at quite an acute angle, River street?

A Yes, sir.

Q Tell us what angle.

A An angle of about thirty degrees.

Q What are the obstructions to the view? Give us River street first.

A River street, on the east side of the track, east side of River street, a brick building; on the west side we have the Erie depot; on the south side of Putnam street, east of the Erie Railroad, we have a brick building.

Q Are there any others?

A That is all on River street.

Q On Putnam street.

A Putnam street, east of the railroad, north side of Putnam street, a frame building; south side of Putnam street, east of the railroad, a brick building; west of the track on Putnam street, south side, a brick building; on the north side we have a large wall, about eight feet high.

Q There is a passenger station at these streets?

A Yes.

Q Called River street?

A Yes.

Q What is the nearest undergrade crossing?

*Commissioner Donges.* Back of the passenger station to the north of River street, are there any buildings?

*The Witness.* There is a building in through here (indicating).

*Mr. Merrey.* Mention where that is.

*Witness.* On the triangular spot; on the west side of River street and east side of the railroad; between River street and the Erie Railroad there are buildings.

Q What is the distance to the nearest undergrade crossing?

A About 2,000 feet.

Q And what is the grade of this highway?

A At the intersection of River street and the Erie Railroad 56.55; at River street and Lyon street, 65.03; that is the first street north of Putnam street; it isn't marked on the map. At the intersection of River street and Putnam street is the same thing. Another elevation is at the intersection of Putnam street and Wait street, 56.05.

Q Is there a sharp rise in River street as it goes toward the northeast?

A Yes, sir; there is. At Lyon street, 65.03.

Q How many tracks cross at this point?

A Two tracks.

Q Of the railroad?

A Two tracks of the railroad, yes; one of the Public Service Electric Company.

Q The street railway cross?

A One track, yes, sir.

Q What pipe crossings are there?

A Pipe crossing on River street, Public Service Gas Company, one three-inch main and a six-inch main; the City of Paterson has got a twenty-four inch brick sewer; the Passaic Water Company has a six-inch pipe. Across Putnam street the Public Service Gas Company has an eight-inch main.

Q Just count the number of mains they have there.

A Then there is the Public Service Gas Company with a twelve-inch main.

Q How many mains has the Gas Company got altogether?

A Three.

Q And counting Putnam street, too?

A Yes.

Q The gas house of the gas company is located near by, isn't it?

A Yes, sir, opposite the Erie depot, River street.

Q What wire crossings are there?

A Parallel to the railroad, on the east side, we have thirty-seven wires, twenty-six feet high, and crossing the railroad on the west side of River street, there is thirty-nine wires, fifty-two feet high. Then we have the trolley wires of the trolley tracks.

Q Tell us the distance from the Madison avenue crossing on the south to the River street crossing on the north; the entire length of this work.

*Mr. Taylor.* I don't think it is the length of the entire work.

*Mr. Merrey.* I didn't mean the work that may have to be done.

Q Give us the distance from Madison avenue on the south along the railroad line to River street.

A 10,800 feet.

Q That is approximately?

A Approximated, yes, sir.

Q What is the distance from the River street crossing to the city line on the north?

A 3,600 feet.

Q Are there any other streets across the railroad at grade; the main line of the railroad in the city?

A Fifth avenue.

Q Is Sixth avenue?

A We have Crooks avenue at the city line.

Q (*By Mr. Taylor.*) How is that?

A Crooks avenue at the city line.

Q (*By Mr. Merrey.*) The southerly line of the city?

A The southerly line of the city.

Q Is Delaware avenue open?

A It is not a crossing, not a grade crossing.

Q How about Michigan avenue, is there a crossing; or don't you know about that?

A I don't know about that, no.

Q At this point I refer to at Sixth avenue application was made some time ago by the city for a grade crossing at that place.

*Mr. Taylor.* Is that shown on the map?

*Mr. Merrey.* Yes, Sixth avenue is shown on the map. We haven't any grade crossing there because the commission refused permission. The street is open; I presume the city would try to get the Court of Chancery to give a crossing there.

*Mr. Taylor.* I don't think that is so—

*Mr. Merrey.* As they said we couldn't have a grade crossing there; they didn't say we couldn't have anything.

That is all I care to show by this witness.

I will offer this map in evidence.

*Commissioner Donges.* It will be received and marked.

(Same is marked Exhibit P-1N.)

*Cross examination* by Mr. Taylor.

Q You said, Mr. Veenstra, you made this map from a survey made by yourself.

A Yes, sir.

Q I don't suppose you surveyed the whole area shown on the map?

A I surveyed each crossing; we have an assessment map which we have from actual survey.

Q So that this map, this map referred to as the key, which I think is Exhibit P-1, is really made from the assessment map?

A The majority is the assessment map and we used the survey of the crossings.

Q You surveyed the individual crossings?

A Exactly.

Q How far did your survey extend each side in each case?

A The first street east and west of the railroad. If a street was, say, 700 feet from the railroad, I didn't go as far as that.

Q That is at right angles to the railroad; did your survey at the different crossings overlap?

A No.

Q There was some space in between?

A Space in between.

Q You pieced your survey together in accordance with the assessment map, is that the idea?

A Yes, sir.

Q This line, which apparently indicates the line of the railroad off to the south between the crossing marked A and B on Exhibit No. 1, what does that represent; the Newark branch of the Erie?

A That represents the Newark branch, yes, sir.

Q There is a crossing shown there at Getty avenue, isn't there?

A Yes, sir, over the Newark branch.

Q Is that a grade crossing?

A Yes, sir.

Q That is not included in your petition?

*Mr. Merrey.* No.

Q There are other grade crossings on the Newark branch, are there not, in the City of Paterson?

A I think there are overhead crossings; Main street.

Q Is that near the South Paterson station?

Q Did you say there is open to travel the crossing at Fifth avenue, near the north end of the city?

A Yes.

*Mr. Taylor.* That is not included in the petition.

*Mr. Merrey.* Not included.

*Commissioner Donges.* Fifth avenue you said?

*Mr. Taylor.* Yes.

*Commissioner Donges.* Where is that?

*Mr. Taylor.* Near the river; I described it as near the northerly end of the city.

*Commissioner Donges.* That is a grade crossing?

*Witness.* Yes, sir.

Q There are undergrade crossings, as I understand it, indicated by dotted lines on this map at Essex street and at Fulton street and Straight street?

A Well, Fulton street, the same thing; Governor street is the other one. This one here is Governor street (indicating).

Q Is there an undergrade crossing there?

A Yes, sir.

Q It isn't indicated there the same way; the dotted line shows an undergrade crossing at Governor street, another undergrade crossing at Fulton street, which is also the crossing at Straight street, which is at right angles to Fulton street—

A About at right angles.

Q —with those exceptions have you included all of the grade crossings in the City of Paterson in this petition?

*Mr. Merrey.* This engineer has nothing to do with the filing of the petition.

*Mr. Taylor.* Can you tell us whether they are all here with those exceptions?

*Mr. Merrey.* No; there are some crossings in the southern section.

*Mr. Taylor.* East of Madison avenue?

*Mr. Merrey.* Yes. My examination of Mr. Veenstra he was not sure of them. There was a crossing at Michigan avenue which is planked.

*Mr. Taylor.* That isn't shown on the map at all?

*Mr. Merrey.* No.

*Commissioner Donges.* What do you mean by "Planked"?

*Mr. Merrey.* It is planked each side of the rail so that traffic can go over it.

*Mr. Taylor.* He means an actual existing crossing. That is what you mean?

*Mr. Merrey.* Yes.

Q Are there any other streets physically open across the railroad south of Madison avenue?

A There is no grade crossing, no.

Q Are there any other crossings of any sort?

A Between Crooks avenue and Madison avenue, or between Gould avenue and Madison avenue.

Q Between Gould avenue and Madison avenue, that being the extreme southerly end of the map.

A I couldn't tell you. I doubt if there is any grade crossings.

*Mr. Taylor.* I understand from you there are some grade crossings.

*Mr. Merrey.* Gould avenue is open and the one opposite Michigan avenue, I think that is all. Gould avenue, Michigan avenue, and Crooks.

Q I notice on a number of these maps you have wires not paralleling the railroad but crossing the railroad in the street, overhead wires, I don't think in any case have you given on your map the owners of those wires.

A I couldn't tell you who was the owner. I couldn't tell whether it was telephone, electric, or what they were.

Q Do you know whether they were wires for the transmission of electric current or not?

A Some of them were.

Q What other kinds were there?

A They are all here.

Q You don't know whether they are electric light, power, or telegraph or telephone?

A No.

Q You don't know, I gather from your testimony, who owns or operates the wires parallel to the railroad shown on these maps?

A I do not.

*Mr. Taylor.* I can state from my general knowledge the Western Union Telegraph Company is interested in some of those wires.

*Mr. Merrey.* I intended that, after completion of the examination of this witness, to ask the commission to order the different parties to this suit to file a report here showing what wires they did own; the Western Union Telegraph Company we now learn should be made a party. I supposed they were controlled by the railroad and they would give them in their answer. We found difficulty in determining who owned these wires and underground conduits. The company couldn't tell us; we didn't get it. I think under the circumstances the commission should order each party in the suit specifically, really to answer the petition, to really answer the petition as to what they do own.

*Mr. Taylor.* As far as the wires on the railroad right of way, I know enough about it to state that the Western Union has an interest, that interest varies along the railroad; I am not prepared to say what its interest is in Paterson. They do have some interest.

*Commissioner Donges.* In your answer you can state the ownership of the wires on your right of way.

*Mr. Taylor.* Yes, I presume we can. I merely raise the point now to indicate that the Western Union is the necessary party in this case under the statute.

*Mr. Merrey.* It seems to me that the changes that would be necessary in the wires is a very, very small part of the case. They are necessary

and should be brought in; the expense of changing the wires is to be trifling as compared with the main work. Therefore, I thought we would save time to go ahead and get that as we go on.

*Mr. Taylor.* It is necessary and a part that is not in. I notice you have no testimony nor do the maps show the extent of the view up and down the track at these various crossings.

Q Did you take any views to show how far you could see up and down the track?

A It all depends if it is a straight or curve in the railroad, you can't see far.

Q Did you take any observations?

A I did not.

Q Did you make any notes of it?

A I did not.

Q In referring to Cedar street you designated four of the tracks as main tracks. That is covered by map C. Do you know as a matter of fact whether they are main tracks or side tracks or yard tracks?

A I couldn't tell you that.

Q Why did you call them main tracks?

A Between those gates the main traffic goes by those tracks.

Q (*By Mr. Merrey.*) The four tracks between the gates?

A I think there were.

Q (*By Mr. Taylor.*) You don't know whether, as a matter of fact, they are running tracks?

A No, I couldn't tell you that.

Q In connection with Market street, you refer to the Susquehanna cars obstructing the view?

A Yes.

Q There is nothing on the map to indicate that; what do you mean by that?

A There is nothing shown on the map.

Q Will you kindly explain what you mean by that?

A It seems to be the end of a spur of the Susquehanna Railroad; they got a kind of a switch yard there and they back trains and unload, with ice and things.

Q Where do they back and unload them?

A Right in here (indicating).

Q (*By Mr. Merrey.*) Mention where it is.

A Between Crosby Place and Ellison street, north of Straight street. In through here (indicating).

Q (*By Mr. Taylor.*) Two or three tracks running at right angles to the Erie tracks?

A About, yes.

Q And ending—

A Ending there (indicating).

Q Do you know what the elevation of those tracks is as compared with the Erie track?

A I should judge maybe six feet higher, five or six feet higher.

Q How near to the end of those tracks do the freight trains have to be to obstruct the view?

A Well, they would have to be right up at the end.

Q If they were not right up at the end the view would not be obstructed by the cars?

A Not so much.

Q Could you say how far they would have to be to avoid any obstruction to the view?

A I should say two lengths of the car.

Q Have you ever measured that?

A I never measured it.

Q Beginning with map of Ellison crossing, map E, running through to map I, inclusive, and then again on map J (perhaps some of the others), you show all the streets that cross the railroad track some distance east or west of the railroad, or perhaps on both sides, show a broken line which runs across the street, sort of a broken line which runs across the street to a broken line, a dash.

A That simply cuts off the scale of the map; I would have to make the map much larger.

Q In that respect the map is not drawn to scale?

A They are drawn to scale; that is simply broken off. You can't scale from the railroad up to the next street.

Q That is what I mean.

A No.

Q Take map G-1 for example. That happens to be a handy one; on Broadway near Paterson street and again near Straight street you will see the broken lines extend across Broadway; that indicates a portion of the map was left off, as I understand it.

A Yes, sir.

Q So you couldn't get a grade by scaling from the railroad up to the elevation shown on Paterson street.

A You couldn't figure that exactly.

Q You would have to know how much was left out—

A Between Paterson street and the railroad.

Q That would be true of all these maps on which the broken line appears.

A Yes.

Q You could get the distance in an approximate way by reference to this key map I suppose?

A Yes, sir.

Q Do you undertake to show all the railroad tracks across the street at the crossings?

A Yes, sir.

Q But you didn't undertake to show all the railroad tracks between the streets, did you?

A No, sir. There may be switches in between.

Q There may be switches or sidings in between the crossings not shown on the large map or on the small map?

A Yes, sir.

Q As far as the large map is concerned you didn't undertake to show the tracks that are across the street, did you?

A What do you mean, the trolley tracks?

Q No, the railroad tracks.

*Mr. Merrey.* You mean the key map?

*Mr. Taylor.* The key map.

A No, just the two main tracks.

Q The small map, you show the number of tracks actually at each crossing?

A Yes.

Q But not between crossings?

A No; there may be switches.

Q For example, at River street on map I, there might be a siding to the Public Service property.

A Railroad sidings.

Q There are, as a matter of fact?

A Yes, sir.

Q There are yard tracks and station delivery tracks not shown here?

A Yes, sir.

Q That might be true elsewhere.

A Yes, sir.

Q There is a flagman at Market street?

A A flagman, and there is gates.

Q On map I, which shows Hamilton avenue crossing, I notice on the north side of Hamilton avenue, and the east side of the railroad, the words "Ramapo Avenue" on the map; what does that mean?

A That is a street.

Q The map doesn't show the dimensions of that street, does it?

A It varies.

Q Now, on the key map at that same point I notice two lines parallel with the track on the east side of the track; is the first of those lines supposed to indicate the line between the railroad right of way and this Ramapo avenue, so-called?

A Yes, sir.

Q It is?

A That is right.

Q So that the space between the two lines parallel to the railroad running from Hamilton avenue to

Governor street is supposed to indicate Ramapo avenue?

A It indicates the street Ramapo avenue.

Q That you say is a public street?

A Yes, sir.

Q Have you prepared any maps showing the property which might be affected by any changes in the grade at these highways or by the closing of some of them with diversion into other streets?

A I have not, no. This index map here has all the lot numbers on, from the lot numbers you can get the assessment map of the different property owners.

Q It has—

A The lot numbers of the different properties adjoining the railroad.

Q Yes, but not along the streets crossing the railroad.

A It has got them on all over.

Q Take Lafayette street, J, for example, on the south side of Lafayette street and the east side of the track you only show one lot number.

A That is the lot adjoining the track.

Q That is the lot adjoining the track. Now, supposing for example, that this matter should be settled in part by the lowering of the grade of Lafayette street, that map wouldn't indicate all the property that would be affected by that?

A No.

Q You haven't made such a survey or calculated anything on that?

*Mr. Taylor.* Mr. Merrey, do you propose to introduce any person in support of the allegation in your petition that it is impractical to change the grade of any of the said highways?

*Mr. Merrey.* We may later, Mr. Taylor.

*Mr. Taylor.* Because I think that is information of a character which would naturally be put in support of that allegation and is something

that ought to be shown by these maps. It is something which is essential to any study of the situation because you can't make an intelligent study of it, if anything ought to be done, without the information of the consequent damage which is likely to ensue from any particular treatment.

*Mr. Merrey.* That is all a matter of the plan which is afterwards adopted. I don't know but what we would be trespassing if we went on the right of way to make the map you require. We confined ourselves to the streets. We have shown what is on the highways. I don't think strictly we have any right to go on the track. I think it is clearly information the railroad company has on file.

*Mr. Taylor.* It is information you have got in the records of the City of Paterson with respect to properties along the streets we are talking about.

*Mr. Merrey.* We will undoubtedly, before the hearing is finished, furnish information to show the assessed value of all these properties nearby at each of these crossings. We will send a list of the assessors and then put on the engineer later to show it is a very expensive item to change the streets.

*Mr. Taylor.* I merely want to say that sort of information is essential to any study of this thing and we can't make any progress until that study is made.

*Commissioner Donges.* I think the first question is whether or not the crossings are so hazardous the crossings ought to be removed and then the question of how the elimination shall be made is a question to be taken up afterward. The first step is to determine—

*Mr. Taylor.* I think, Mr. Chairman, that this commission is confronted with practically the

same question which has been before the Court of Chancery in an action brought before that court to determine whether the crossings should be eliminated or not. The words of the statute under which the commission has to act, are similar to the statute under which the Court of Chancery formally acted. In any case of that sort, it seems to me the whole situation has to be considered before the commission can reach any determination as to what the danger requires.

*Commissioner Donges.* You mean—

*Mr. Taylor.* The two things are all in one.

*Commissioner Donges.* Whether the elimination should take place and how is a single question.

*Mr. Taylor.* I can imagine this illustration; a crossing in the country where there is very little travel over it which the board ought to eliminate if brought to its attention, although they have in mind these cases where the travel is much more extensive, it should not be eliminated on account of the cost or expense and the traffic, all those things. I think information regarding the whole situation should be before the commissioners before the determination of the basic question.

*Commissioner Donges.* Perhaps that is true; the purpose of filing the map in the first instance is to apprize the parties and the commission of the cost and generally the situation at the crossings. As was said this morning, the detail in any of the maps necessary will be required to be applied as the hearing progresses. I think for the purposes of the hearing the maps filed will be held to be sufficient.

H. J. HARDER, sworn on behalf of petitioners.

*Direct examination* by Mr. Merrey.

Q Mr. Harder, are you the city engineer of the City of Paterson?

A Yes, sir.

Q How long have you been such engineer?

A Sixteen years.

Q In your office have you maps of the City of Paterson?

A Yes.

Q And was this map on the board here (indicating) marked P-1, and the various maps 1-A to 1-N showing the grade crossings of the Erie Railroad, prepared under your directions?

A Yes, sir.

Q By whom were they prepared?

A The last witness, Mr. Veenstra.

Q The last witness stated that some of the information was obtained from the assessment maps of the City of Paterson; that was done by your order?

A Yes, sir.

Q How were those assessment maps made up?

A Along the railroad from actual survey and copies of the right of way of the Erie Railroad Company furnished us by Mr. Von Moscazisker, when he was real estate agent.

Q That was how long ago?

A 1903 or 1904—1903.

Q Were the assessment maps of the City of Paterson destroyed by fire?

A They were.

Q What year?

A 1902.

Q What maps you have were made from surveys made since that time?

A Yes.

Q And these assessment maps you spoke of were made up about what time?

A In 1903 and 1904; ran over until 1905; it was a pretty big job.

Q Under whom were they made?

A Under the supervision of myself; the actual drawing was done by different men employed in the office.

*Mr. Taylor.* No questions.

JOHN F. FITZGERALD, sworn on behalf of petitioners.

*Direct examination* by Mr. Merrey.

Q Mr. Fitzgerald, are you secretary of the Paterson Board of Trade?

A I am.

Q Has the Board of Trade of Paterson been interested in the question of the abolition of grade crossings in the City of Paterson?

A We have been since the summer of 1910 when the accident occurred at Broadway killing Andrew Frolich and his daughter.

Q How long has your board been organized?

A In 1908.

Q After that accident at Broadway did you do anything?

A At that time the Board of Trade called a mass meeting of citizens which was attended by a representative body of citizens of Paterson and the matter was, at the suggestion of that mass meeting, turned over to the Board of Trade who appointed a committee, which committee is in existence to-day.

Q Who were on the committee?

A The president of the Board of Trade, M. H. Ellenbogen, Mayor A. F. McBride, Genl. S. V. S. Muzzy, August A. Fisher, Albert B. Howe, E. A. Brown, W. G. Norwood, and a few others—

*Mr. Taylor.* May I ask the purpose of this line of examination?

*Mr. Merrey.* I want to show this matter was agitated and taken up with the Erie Railroad and a plan submitted by this company of the abolition of these crossings and an estimate made.

*Mr. Taylor.* That it was agitated, I think, is irrelevant and immaterial.

*Mr. Merrey.* I think that is a mere reflection of the effect of that situation in Paterson.

*Mr. Taylor.* I think you must prove a situation and not a reflection. I must object to testimony of that sort as to agitation such as this as being irrelevant.

*Commissioner Donges.* I think the fact of there being agitation is not pertinent and material. The facts and circumstances that produce such a condition are things that have prohibitive force.

*Mr. Merrey.* The amount of interest taken in the subject of these crossings that must be eliminated.

*Commissioner Donges.* No, I think that is not evidential. It is a matter of judgment only.

*Mr. Merrey.* We will show what has been done heretofore and that the board did take it up with the railroad company.

*Commissioner Donges.* And then prove the physical condition?

*Mr. Merrey.* Yes.

Q Did that committee enter into any litigation with the railroad company?

A After our first meeting we did on Tuesday, October 6, with the Erie Railroad officials in New York.

*Commissioner Donges.* What year, 1908?

*Witness.* 1910. We were organized in 1908.

*Mr. Taylor.* Were you on this committee?

*Witness.* As secretary.

*Mr. Taylor.* And attended the conference yourself?

*Witness.* Yes.

Q Was anything done by the committee or the railroad company?

A At that time of the meeting, J. C. Stuart and Mr. Harrahan, who was vice-president; Mr. Stuart was general manager at the time; after a conference there Mr. Allen informed us that the Erie Railroad Company would send us an estimate of the cost of the elimination of the grade crossings in Paterson. That was finally sent to us after another conference on January 6, 1911.

Q Did it include any sketch or plan?

A It did.

Q Have you got the plan here?

A Yes.

Q Will you produce it. You may read the letter and then produce the plan.

*Mr. Taylor.* Let me see the letter.

*Mr. Merrey.* Is there any objection?

*Mr. Taylor.* I don't think any of this is material and relevant to the issue before the commission. If the commission is interested in it I don't see any particular harm in producing it.

*Commissioner Donges.* You may read the letter.

*Witness.* (Reads.) "Dear Sir: Referring to the conference which was held in my office with reference to the question of Grade Crossing Elimination at Paterson, N. J. Enclosed herewith I hand you plan and profile giving a tentative sketch showing what can be done in eliminating a number of crossings. You will note that there are two principal groups; the first consisting of

what may be known as the Market street group, the second consisting of the River street group. To eliminate the crossings in these two groups would cost about $1,200,000.00. To eliminate only those crossings in the Market street group would cost about $750,000. For reasons which were explained to the committee, this company is not at this time in position to furnish the money for the carrying out of such a project. You will remember that at the conference referred to I called attention to the arrangements which we had made at certain other points in which the community furnished the money originally by selling its own bonds which the company afterwards repaid to them upon virtually an instalment plan. This matter was explained in considerable detail to the committee so that it is not necessary to recount it here. Subject, of course, to the approval of our board, we would be willing to consider such a proposition with the understanding that the original cost of the work would be divided as follows: 66 2/3% to be assumed by the railroad company and 33 1/3% to be assumed by the City of Paterson, which would mean that in one event this company would pay about $800,000, while in the other event it would pay about $500,000.00.

I shall be very much pleased to hear from you whenever you have determined whether or not you desire to pursue the subject any further.

Yours truly,

H. J. HARRAHAN,
Vice-President."

*Mr. Taylor.* When was that dated?

*Witness.* January 5, 1911.

Q (*By Mr. Merrey.*) Have you got here the tentative sketch referred to in that letter?

A Here are the sketches (producing blue prints).

*Mr. Merrey.* I offer that in evidence.

*Mr. Taylor.* The commission understands that plan is merely preliminary and tentative sketch and was never worked out to any conclusion.

*Witness.* This smaller sketch. I understand, at the conference was prepared to show that crossings could be eliminated by groups. That is, the Market street group might be eliminated independent of any group and the River street group might be eliminated independent of any of the other groups.

*Mr. Taylor.* Of course, it speaks for itself. The map does sketch such a possibility, but I must object to Mr. Fitzgerald assuming any motive for Mr. Harrahan or any one else in making the map for this purpose. The map speaks for itself.

*Commissioner Donges.* These will be admitted and marked.

(Smaller blue print is marked Exhibit P-2.)

(Larger blue print is marked Exhibit P-3.)

Q What was the end of the conference?

A The letter was considered by the Board of Trade Committee and then we took the matter before the Finance Commission of the City. The City Counsel at that time said the city, under the State Constitution could not permit its funds to be used for any such purpose. At the time the then City Counsel, McCran, who was a member of the Legislature, informed the committee that a bill was to go before the Legislature at that time known as Senator Prince's Bill, and the matter then rested.

*Mr. Taylor.* I move the testimony be stricken out except what refers to the conference of the Board of Trade and the Erie Railroad Company.

*Commissioner Donges.* I think it is not pertinent; I think it does no hurt either way and

we will let it stand. I don't think it is damaging at all.

*Witness.* I might say, at the conference we tried to learn from the officials of the Erie Railroad what the estimated cost of the elimination of each of the crossings and whether the estimate here of $700,000 for the Market street group, which included Market street, Ellison, Broadway and Hamilton avenue, whether that included any property damage, and if my memory is not at fault at that time the estimate was tentatively given at about $60,000 a crossing. That $700,000 estimate included the change of the grade of the street.

Q Later, Mr. Fitzgerald, did you undertake to tabulate what the use was of some of the crossings?

A Yes, four crossings.

Q What crossings?

A Straight and Clay street crossings which run together, the Market street, Broadway and River street.

Q When was that done?

A October 4, 6 and 7.

*Commissioner Donges.* Of this year?

*Witness.* Yes.

Q And who had charge of that work?

A George J. Hattersley.

Q Under you?

A Under me.

Q How many men were employed?

A Thirteen, altogether.

*Mr. Taylor.* Have you those men here?

*Mr. Merrey.* Yes.

*Mr. Taylor.* Let us have them.

*Mr. Merrey.* We will.

Q Did they turn in a report to you?

A They did.

Q Did they return the actual figures counted?

A They did, which were tabulated by the man in charge, Mr. George J. Hattersley.

Q They did keep the record marked on the paper turned in to you or Mr. Hattersley?

A Yes.

*Mr. Taylor.* The original tally?

*Mr. Merrey.* Yes.

Q Have you that here?

A Yes.

Q Will you produce it?

A Yes. I might say before Mr. Hattersley is on the stand that our figures included taking pedestrians, trolley cars, autos or automobiles, horse-drawn vehicles, bicycles, and anything else. We didn't attempt to take account of the persons in cars.

Q In trolley cars?

A In trolley cars, but we supposed from a cursory view—

*Mr. Taylor.* Never mind that.

*Witness.* I am talking of the Public Service Corporation.

*Mr. Taylor.* I object to that.

*Commissioner Donges.* Do you care to examine?

*Mr. Taylor.* No cross examination.

GEORGE J. HATTERSLEY, sworn on behalf of petitioner.

*Direct examination* by Mr. Merrey.

Q I show you a number of papers fastened together and marked "Summary of October 4, 1913," and ask you if you know what this is?

A Yes, sir.

Q What is it?

A That is a summary of the figures taken by pedestrians, trolley cars, horse-drawn vehicles, bicy-

New Jersey State Library

cles, gates, showing the number of times the gates were down, movement of passenger trains passing by, freight trains drilling on the crossing.

Q Over what crossings?

A Clay street, Market street, River street, and Broadway.

Q When were they made?

A October 4, 6 and 7.

Q Under whose direction or charge?

A I am directed to take charge of it by Mr. Fitzgerald.

Q How many had you in your employ?

A Two at Clay street, one working from five in the morning until two in the afternoon, and one from two in the afternoon until eleven at night. Market street two men working from five o'clock in the morning until two in the afternoon and two others from two in the afternoon until eleven o'clock at night. Broadway two men from five o'clock in the morning until two in the afternoon—rather one I should say, one, and one from two o'clock until eleven o'clock at night. River street we had one man from five o'clock in the morning until two in the afternoon and another man from two until eleven at night.

Q What were these men doing?

A The men counted the pedestrians as they went over the crossings—

*Mr. Taylor.* This is what you instructed the men to do?

*Witness.* I instructed those men to get the number of pedestrians that went over the crossings, get the number of trolley cars and also note down the number of times the gates went down, the number of passenger trains that went by, the number of freight trains, the number of times drill engines went by, and also take the number of bicycles, and note any unusual happening that occurred at these different crossings.

Q Did you assist in any way in doing this work?

A I visited the men at five o'clock and collected the data at eleven o'clock at night. I visited the crossings several times during the day. When the men wanted relief I offered my assistance; if they did want relief.

Q After the day was over did they return the report?

A They returned the report at the end of the day.

Q I show you another paper marked "Clay Street"; is that the report turned in from Clay street?

A It is.

Q And the name signed at the bottom, I notice, is John L. Radcliffe?

A John L. Radcliffe, that is the name of the man who was working from five to two o'clock, five in the morning until two in the afternoon shift.

Q Each of these men turned in a report of that kind?

A They did.

Q How many days was that kept up?

A Clay street two days, Broadway two days, Market street and River street three days.

Q Have you summarized that return?

A I have, yes, sir.

*Mr. Merrey.* If you don't object at this time I will offer this summary.

*Mr. Taylor.* I don't object to the summary if this is put in later on.

Q There are four; will you identify them and tell us what they are?

A This sheet is a report—

*Commissioner Donges.* Is that the same crossings?

*Witness.* That is Market street (indicating) and this is River street (indicating); and that is Broadway and Clay street (indicating).

Q What day?
A October 4.

*Commissioner Donges.* Those four crossings for the same day?

*Witness.* The same day.

Q The fifth paper you have is a summary of the four crossings?
A Four crossings.

*Commissioner Donges.* That better be marked as an exhibit.

Q The first sheet shows the hour?
A Every two hours, except the last period, eight to eleven, that was three hours.
Q The fifth sheet shows the total?
A There is one from one to two and from eight to eleven; the others were in two-four shifts.

*Mr. Taylor.* That exhibit comprises five sheets?

*Mr. Merrey.* Yes.

*Mr. Taylor.* Four of them showing four individual crossings and the fifth a summary covering October 4?

*Mr. Merrey.* Yes.

(Same is marked Exhibit P-4.)

Q October 4 was Saturday?
A Yes.
Q Sunday did you take a tabulation?
A No, sir.
Q This would be Monday (indicating)?
A Yes.
Q Is that made the same day?
A Yes.
Q Have you the paper before you?
A I have, sir.
Q Is it kept in the same fashion as the last exhibit?

A Identically the same.

*Mr. Merrey.* I offer this in evidence.

*Mr. Taylor.* It covers the same streets?

*Mr. Merrey.* Yes.

(Same is marked Exhibit P-5.)

Q You have a summary of October 7; what does that cover?

A Covers tallies kept of Market street and so forth.

Q In the same fashion as the last two?

A Yes.

Q What is the date?

A October 7.

(Same is marked Exhibit P-6.)

Q What have you in your hand there?

A I have a record here showing the comparison of the figures covering the entire work.

Q Three days?

A Summary of three days, Market street and River street and Clay street and Broadway.

*Mr. Merrey.* I offer that.

*Witness.* I have also records here showing the number of pedestrians crossing Clay street for two days, October 4 and 6 every hour; that report covers the crossing; I show the average length the gates were down.

*Commissioner Donges.* Taken from the memoranda subject matter made by the census takers?

*Witness.* Yes, sir.

*Mr. Taylor.* Nobody said anything about the length of time the gates were down.

*Witness.* I kept track of it myself.

Q I notice on this sheet the average length of time the gates were lowered was fifty-three seconds?

A Yes, sir.

Q Where was that taken?

A Market street.

Q And taken for the other gates?

A An average for the other gates. I took it from a four hour average on Market street.

Q I notice here the record shows the average length of time the gates were lowered is fifty-three seconds?

A Yes, sir.

Q Tell us what crossings that applied to and how you obtained that average?

A On Market street from two in the afternoon until half-past six on Monday, October 6, I took a record of the length of time the gates were down from two in the afternoon until about half-past six and then averaged the length of time.

*Commissioner Donges.* You used a stop watch?

*Witness.* I used a stop watch. I computed the length of time the gates were down by the number of times the gates were down and found the average was fifty-three seconds. There were times when the gates were down much longer than that.

Q What was the longest time?

A I think two minutes, forty-five seconds.

Q And the shortest?

A About thirty seconds, I should judge. The time the gates were down thirty seconds it appeared to me to cover a lowering of the gates for no purpose whatever because the gates went down and nothing went by. This was in the afternoon, daytime.

Q (*By Mr. Taylor.*) Do you know whether a train was approaching at those times?

A There were no trains approaching. The gates were also lowered when a train reaches Essex street. Sometimes the gates were lowered for some purpose, whatever it was I don't know, there was no train in sight; whatever the purpose was I can't state.

Q That was Market street?

A Market street.

Q (*By Mr. Merrey.*) Do you know whether it is a habit at Market street that the gates be lowered twice for each train that approaches from the east?

A From the east, New York.

Q One time in case the train should overrun the station and cross the street?

A I presume that is the reason for lowering the gates. If the train doesn't stop before it reaches the crossing it goes over the crossing and it is lowered when it reaches Essex street.

Q And it is lowered after it goes out of the station?

A Yes.

Q The gates at two places are lowered more frequently than the trains passing as shown on the table?

A Yes, sir.

Q It shows the trains delayed north of Market street approaching the crossing because there was a train in the station?

A Yes, sir.

Q In that case the gates are down without a train crossing?

A I don't quite understand.

Q The trains would be stopped north of Market street?

A Yes.

Q In order to prevent accident in any case of failure of the brakes the gates were lowered?

A Yes.

Q (*By Mr. Taylor.*) The trains stop north of Market street?

A They do.

Q When there is another train in the station?

*Mr. Merrey.* Yes.

(Same is marked Exhibit P-7.)

*Cross examination* by Mr. Taylor.

Q Did each one of your men keep an actual account of the persons handing in an original tally sheet to you?

A Yes, sir.

Q Did you get it from one man who handed it to another and from that man's hands to you, or did it come direct?

A The last shift in the afternoon handed it to the man who relieved him and he handed it to me.

Q Did you visit each one of these crossings during the day?

A I did, sir.

Q Did you visit each one of the men on duty?

A I did.

Q Sometime during the day?

A Yes, sir.

Q Were they carrying out your instructions at the time you visited them?

A Yes, sir.

Q How many visits did you make each one of these men?

A About three times a day.

Q Visiting each one three times or three times a day?

A Three times, each man at each crossing.

Q That makes six times or nine times?

A Three times during the day at each crossing.

Q One time for each shift; you have three shifts or two shifts?

A Two shifts.

Q Visited one shift twice and the other two twice?

A No, each shift three times.

Q At each crossing six times?

A Six times.

Q How long did you stay each time?

A I didn't stay longer than five or ten minutes at a time.

Q So your personal knowledge of what they did is limited to what happened while you were there?

A Of course.

Q In making these compilations you assumed they had done what you told them to do and what they were doing while you were there, is that the idea?

A That is the idea.

Q When you saw the gates at Market street go down and no train cross the crossing do you know whether or not there was a switch engine approaching the street in either direction?

A Yes, I didn't know that.

Q You didn't know it?

A I didn't know it.

Q There was nothing approaching?

A I did not see anything approaching.

Q You looked?

A I looked.

Q There was nothing approaching?

A As I stated a little while ago, several times when the gates went down there was actually nothing approaching.

Q Those times were included in the count?

A Yes, the gates were down thirty seconds.

Q Did that occur anywhere except Market street?

A I can't say.

Q Can you say it didn't occur at any place except Market street?

A No, I couldn't say; I was not at the crossings as long as at Market street and the same condition might have existed there.

Q How long were you at Market street?

A October 6, from two in the afternoon until half-past six at night.

Q You were there practically all afternoon?

A All afternoon.

Q During that time you saw the gates close when there was no train approaching?

A No train at all.

Q You say the men watching at the crossing reported that circumstance to you; that the gates went down with no train approaching?

A Yes, they reported that. We didn't note that on the report, but kept a tally of the gates down.

Q It is included in the tally of the number of times the gates went down?

A Yes, the number of times the gates went down is included in the tally.

Q You understood then after the crossing gates went down no train approached or went over the crossing?

A That was their report.

Q You kept this tally of pedestrians, trolley cars, horse-drawn vehicles, automobiles, bicycles, delayed at Market street yourself, didn't you?

A No, sir.

Q That was made up and a report turned in by the men working at that crossing?

A Yes.

Q How did you expect them to keep that tally?

A I told them to count the number of pedestrians walking across there, also the number of horse-drawn vehicles, automobiles, trolley cars, bicycles, all such other traffic as might find it necessary to go over those crossings.

Q You mean all that went over were included in those delays. I am talking about the item of pedestrians delayed and so forth?

A That means this: That shows the number of pedestrians delayed every hour.

Q No, it says "all day." Pedestrians delayed by lowering gates all day.

A Could I look at that? (Examines paper.) Yes, that is right. That is what it means; delayed all day.

Q How is it made up; what instructions were given them as to how to make that up?

A They didn't make that up at all. That is computed from the figures arrived at by the gates being down fifty-three seconds. That is the average struck. If the gates were down fifty-three seconds so many hundreds of times during the day, that means the gates were down so many hours. The lowering might be three hours and so many minutes the gates were down. If so many pedestrians can go over the crossing in an hour, it means so many were delayed the length of time the gates were down.

Q That is based on the assumption there was an absolutely steady stream—

*Mr. Merrey.* I don't object to leaving out that table.

*Commissioner Donges.* That is estimated by the average number of persons in an hour in an average length of time the gates were down.

Q It is based on the assumption that the pedestrians were going over there at a steady rate all day long?

A Yes, it is; but we can assume this, as taken actually by the busy hours of the day, there is no question but the number of pedestrians delayed is much larger than that.

*Mr. Taylor.* I object to that conclusion; there is no evidence as to that at all.

*Mr. Merrey.* It is wholly a matter of estimate. I didn't know that he had that. If you want it in all right. If you don't want it in all right. It is an estimate of what might have happened or not.

*Mr. Taylor.* The same thing applies to the trolley cars delayed, horse-drawn vehicles delayed, and bicycles delayed; it is all computed from the figures.

*Witness.* Computed from the figures.

*Mr. Taylor.* I think that should be stricken out.

*Commissioner Donges.* That will be excluded.

Q The total length of time the gates were down; how was that arrived at; you kept it yourself or was it kept by them?

A Myself.

Q With a stop watch. That was from two to half-past six one afternoon you kept it yourself?

A Kept it myself.

Q How did you do it the rest of the time?

A It wasn't done at all the rest of the time, with the possible exception of each time I visited the crossing—I visited these men—I would use the stop watch and time the gates. Then when I wasn't visiting these men, when I was in actual contact with the men, such as the night time, the timing of the gates was done. The average is taken on the number of times the gates were down in Market street; I found the average was practically the same on each of the other crossings.

Q Did you direct your men to keep the actual number of times the gates were lowered all day?

A Yes.

Q The actual number of times the gates were lowered by count?

A Yes, by count.

Q You made an average of the time the gates were down while you were there?

A I did.

Q And you applied that average to the total number of times they counted all day?

A Yes.

Q That is the total number of times the gates were down multiplied by your average for the number of times, is that correct?

A Yes.

*Mr. Taylor.* I move that be stricken out.

*Mr. Merrey.* I don't care whether it is in or not.

*Commissioner Donges.* It will be excluded.

GEORGE N. COURTADE, sworn on behalf of petitioner.

*Direct examination* by Mr. Merrey.

Q Mr. Courtade, were you employed under Mr. Hattersley to keep tallies of certain things on the Market street crossing?

A Yes, sir.

Q I show you a number of sheets here marked Market street, some of which are signed by you?

A Yes.

Q Were those made by you?

A All that I have signed.

Q Tell us just what you did at the Market street crossing. When did you go there?

A I was supposed to report there at five o'clock in the morning.

Q What time did you report?

A About ten minutes of five.

Q Did you have these sheets with you?

A Positively, yes.

Q Who furnished them to you?

A Mr. Hattersley.

Q When you arrived was anybody with you?

A Mr. Keys.

Q Tell us what the two of you did?

A Well, my instructions were the same as his; to go there and get the pedestrians that crossed that crossing from five o'clock until two; five o'clock in the morning till two o'clock in the afternoon, no matter how many times they crossed as long as they crossed that track. The same was done with vehicles, bicycles, autos, we got the trains, passenger trains, freight trains, drill engines, and gates down.

Q Where did you place yourself?

A Why, at a point between—that is on a point—Market and Park avenue.

Q That is the point called the flatiron?

A Yes.

Q (*By Mr. Taylor.*) The east side of the track?

A Yes.

Q (*By Mr. Merrey.*) Where did Keys place himself?

A Just opposite on the Market street side. I was on Park avenue and he on Market street.

Q Did you make any arrangement between yourselves as to how you would count?

A Yes.

Q What was it?

A It was to take anyone going up and down Park avenue; he was to take anyone up and down Market street. I was to take all eastbound trains going west and he was to take westbound trains going east or anything else.

Q So your work didn't duplicate?

A No, it couldn't.

Q In order to find the total it was necessary to add together the two figures?

A Yes.

Q Yours was the eastbound and his the westbound trains?

A Yes.

Q How did you keep a record of them?

A Why, every person that went by I tallied.

Q Marked on this (indicating)?

A I had an extra piece of paper tacked on here; when the crowd was small I tallied one. As the crowd got bigger I took groups of ten, marked ten, and grabbed another ten and marked ten or fifty on the tally.

Q Were you there three days?

A Three days.

Q From what time?

A Five to two in the afternoon.

Q Are all the reports of all the work there that you made?

A Yes, sir.

Q Are those the sheets as you made them?
A Yes.
Q Who did you deliver them to?
A Mr. Hattersley.
Q Who relieved you?
A My relief man was Mr. Coates.
Q Who relieved Keys?
A That I don't know; I didn't know the young man's name. We didn't have much time to get acquainted.
Q You left when he came there?
A Yes.

*Cross examination* by Mr. Taylor.
Q Who did you get your instructions from in regard to this?
A From Mr. Fitzgerald and also Mr. Hattersley.
Q At what time?
A We did, perhaps three days ahead, and Mr. Hattersley just before we went to work.
Q Was Mr. Keys there at the same time you got your instructions?
A We were all there.
Q What do you mean by all there?
A All the men employed on the crossings.
Q Who else was there, do you know?
A I don't know the name; Mr. Keys, Mr. Dunn, Mr. Radford, was there—several.
Q Anybody else you know?
A No, it was a regular school that day; a school of instruction.
Q You were all given instructions at the same time?
A We were told what our duties were, yes, sir.
Q Did you make any sheets while you were there at this crossing which you didn't sign?
A No, sir.
Q I thought you just said you had some supplemental sheets you took?

A Not signed. I had a little piece of paper where I tallied pedestrians, in order not to put one down on one sheet, I put a mark on the small sheet.

Q What did you do with that piece of paper?

A I didn't think it was necessary and tore it up.

Q What did you do with them?

A They were no record, just for my own use.

Q I asked you what you did with them?

A Tore them up.

Q Tore them up as you went along?

A No, I kept them a couple of days after. I didn't think they were any more use.

Q These are not the original records which you made at the time?

A Yes. They were the original records.

Q When did you fill in the figures on these sheets you signed?

A Perhaps one or two minutes after, two minutes, maybe three minutes.

Q Did you put on any after, or while you were on the crossing?

A No; I never got that far; while there was a little slack I counted off the sheets.

Q You took these sheets and put them down?

A On the tally.

Q You didn't destroy the sheets until a few days after?

A A couple of days after, because I made the tally on the big sheet.

Q Did you check them up with the sheets afterwards?

A Afterwards? No, I knew I was correct.

Q On one of these sheets I notice you have about ten or fifteen bunches of tens; how do you know you didn't have some of those down twice?

A I know I didn't.

Q How do you know you didn't skip any?

A I am pretty positive sure in answering the question; as positive as you are asking the question.

Q Did you have a system?

A I did, I made it in my mind.

Q What was the system?

A When the crowd was small I would tally on the small sheet one mark as a pedestrian passed and get to four; if five passed I marked a cross over indicating five.

Q There seems to be very little of that, because you have almost no individual checks on those sheets?

A You will find some there. When the crowd got so enormous going across, I took groups of ten, fifty sometimes, one hundred, sometimes two hundred; especially between the hours of eleven and two, or eleven and one.

Q In those cases what was your system?

A Grouping them as they go by, one, two, three, four, five, six, and seven, five, ten, fifteen and twenty-five counted up as the crowd was going by and then have the tally on the sheet.

Q You would have to take them as they came?

A I couldn't stop to mark down.

Q You just glanced over the crowd?

A Not glanced; looked at them.

Q Counting as near as you could as they went past you?

A Positively.

Q You think you got all of them?

A Pretty sure.

Q (*By Commissioner Donges.*) Did you estimate the number in groups?

A No; they almost always came in fives or tens.

Q (*By Mr. Taylor.*) There were accommodating not to come in sevens and eights?

A They were loose, then they would come in groups of ten or fifteen; I would get them the best I possibly could.

Q (*By Mr. Merrey.*) You only had one side of the street?

A One side of the street; it was very easy for me to get it.

Q (*By Mr. Taylor.*) One side of the crossing or of Park avenue?

A One side of the crossing.

Q The people who went directly across Park avenue?

A Yes, because more people were going up Park avenue.

Q You are more familiar with the situation than I am. I think it would be difficult for Mr. Keys to tell whether a person came from Park avenue or Market street; how could he tell?

A The man would have to pass him to the tracks. Anybody that had come on Park avenue on to Market street would have to pass me.

Q Which side of the street was Mr. Keys on?

A On Market street.

Q Which side of the tracks?

A Easterly side of the tracks.

Q The same side you were?

A We were both on the easterly; at a point we could see everybody coming.

Q He was on Market street and you on Park avenue?

A Right at the flatiron.

Q I thought you said Keys was on the other side of the track?

A No, we were both together, not two feet apart.

Q You didn't keep track separately of the number of people passing to the station or coming away from the passenger station?

A If they crossed the tracks we kept them.

Q You didn't keep separate count of them?

A Not as long as they crossed the tracks. The instructions were to take any one crossing the tracks no matter how many times they went over.

Q Do you know whether or not all the people you counted went over across the tracks?

A Positively.

Q Did you watch from one side of the track to the other?

A At my point.

Q I think you would loose one or two to watch them all across the track?

A No. It is hardly possible to get them in big rushes. I think I missed more than I put on.

Q It is a sort of estimate in a big crowd.

A I can't say as it was; not an estimate; it was a count.

Q Did you count everybody coming down Park avenue to the east?

A Going over the tracks.

Q You didn't count the ones who turned up Ramapo avenue?

A No, I couldn't count them because they didn't cross the tracks.

Q Where did you stand?

A That point indicated by Mr. Merrey on the Park avenue side.

Q Were you up against the building?

A Yes, sir.

Q Close to the building?

A In this position (indicating). I was just like that (illustrating). We had to see everybody coming either way. The same way with Mr. Keys.

Q About twenty-five feet from the track?

A About that. I couldn't say as it was twenty-five feet hardly.

Q You didn't count these people until after they had gone on the track?

A As soon as he put his foot on the track he is credited as going across; if he comes back he is credited with coming back.

Q You didn't count him when he passed you?

A Yes.

Q How did you know he wasn't going on Ramapo avenue?

A I could see that. Mr. Keys was to take that.

Q No, because the people come out of Park avenue.

A Yes, if they go to his point he takes them. If they come out of Market street to my point I take them, so we don't get mixed up.

Q Those people that turn down from Ramapo avenue to Park avenue neither took them?

A He says look out, don't check them. I tell him the same way when they come out of Crosby Place. The same with passenger trains east, I said John, train for you, or I said, Jack, a train for you; or coming west he would say George, here is a train for you.

Q Everybody who went up Ramapo avenue to the Susquehanna he would strike off his list.

A I would say, John, that is my man; he would say, all right. We had a pretty good system.

Q Coming the other way, coming down Park avenue, suppose a man passed you and turned down to Ramapo Place, I understood he would be Mr. Keys' man.

A Yes.

Q What did you do?

A We didn't mark him. We couldn't credit him with going across.

Q You didn't mark him because he was Mr. Keys' man or because he didn't go across?

A He didn't take it. I would say to John, that man is going on Ramapo avenue, or on Crosby Place he would tell me the same way.

Q Did you have many more conversations during the day?

A We didn't have any chance. There were times we couldn't look at one another.

Q You mean you were too busy?

A Yes.

Q You don't note any particular case of people turning on Ramapo avenue or Crosby street?

A Yes, I noted several. Sometimes people would come from Crosby Place right straight across. We couldn't credit them.

Q You paid no attention to them?

A Yes.

Q What did you do with them?

A We didn't put them down? We had to see they didn't go over the tracks. That is the attention I paid to them.

*Re-direct examination* by Mr. Merrey.

Q There wasn't any unusual crossing of the tracks and coming right back again on that day?

A No.

Q It was the ordinary traffic?

A Yes.

Q Is there much traffic from Park avenue coming down into Crosby Place?

A How do you mean?

Q Are there many people coming down Park avenue and turning into Crosby Place?

A Very seldom.

Q Where does Crosby Place lead?

A Into the Straight street station.

Q It would be much shorter for people to turn into Straight street and reach the Susquehanna station if they wish?

A Yes.

Q Are there many people going down Ramapo avenue?

A Not so many.

Q What is there along there?

A Saloons.

JOSEPH COATES, sworn on behalf of petitioner.

*Direct examination* by Mr. Merrey.

Q Mr. Coates, were you employed by Mr. Fitzgerald and Mr. Hattersley to take account of the pedestrians crossing the Erie Railroad?

A I was.

Q Whereabouts?

A Market street.

Q How many days were you there?

A Saturday, Monday—the 4, 6 and 7.

Q Tell us just what you did there.

A We had about the same system as Mr. Courtade.

Q Who was with you?

A A fellow called Coburn.

Q Where did you stand?

A Part of the time at the intersection of Park and Market streets and close to the track when the traffic got heavy. The Susquehanna trains discharged traffic; when the traffic was extraordinarily heavy on Market coming toward Park, we would get on the other side.

Q Right at the triangular building?

A Yes.

Q What did you do, mark on this paper?

A Yes.

Q Your records are there?

A Yes.

Q Did you sign each sheet when completed?

A Yes.

Q What did you do with them?

A Turned them in to Mr. Hattersley. I started at two o'clock and was off at eleven.

Q From two until eleven?

A Yes.

Q What did you mark down on the paper?

A I didn't use a scrap sheet; I bunched them in tens.

Q That is the pedestrians?

A The pedestrians.

Q You say you grouped the pedestrians you counted?

A Counted ten, perhaps fifteen, kept that other five in my mind, three or two, and matched up ten. Marked it on the original sheet.

Q Did you keep track of the trains that went by?

A Westbound trains.

Q Did you keep track of the vehicles?

A Yes.

Q You separated the automobiles?

A Yes, separated the automobiles, bicycles, and horse-drawn vehicles.

Q Did you notice trolley cars going by?

A Trolley cars up and down Park avenue?

Q How did those cars run as to whether they were full or empty?

A That I didn't notice; I wasn't instructed to notice at all; I tabulated the cars.

Q The passengers on the cars were not noticed?

A No, they were not included.

Q You made that report and signed your name to it as you find it there now?

A Yes.

Q For three days?

A Yes.

Q You say Coburn was with you?

A Yes.

Q Where did he stand?

A At the intersection of Market street; at the same point, you know—

Q Did you have an understanding with him?

A We handled everything practically the same system as was just previously stated. He would have the travel all the territory touching the railroad coming down or going up Market street that would be on a line with Market street. Anything touching the

railroad crossing, but in the line of Park avenue, I handled. Pedestrians coming down Market street on the east side of the track and swung on the north side of Market street he became mine and I tallied him. You might say the outer edge of the railroad track and the street away out to that intersection point, whatever pedestrians passed that I tabulated.

Q Did you talk about apportioning it in two?

A No, that was the instructions first; that was the agreement between both of ourselves.

*Cross examination* by Mr. Taylor.

Q Your system seems to be a little from the other. If a man came down Market street and crossed from the east to the west and got to the north side of the street you counted him?

A Yes. He would intersect Park avenue just about half way in the railroad track, in that way he became my property as it were.

Q Who was the man on with you?

A Coburn; I never met him before that time.

Q You said you did not talk with him as to the matter in which to count.

A Yes; we made that arrangement between ourselves how we would handle the traffic.

Q I thought you said you were instructed by Mr. Hattersley.

A No; we used practically the same plan. We devised our own plan.

Q You thought it out with the gentleman on the crossing with you and agreed to divide it that way?

A Exactly, now you have it.

Q All your sheets are there?

A Yes.

Q Did you make any sheets you didn't sign?

A No.

Q That is your signature? (Indicating.)

A Yes.

Q You made none that you didn't sign?

A No.

Q Do you know whether they are all in here or not?

A No, I just simply seen one, I ought to modify that, I see there isn't.

Q How many did you have?

A From two to four. We should have twelve sheets there.

Q You should have twelve sheets to cover it all?

A Twelve sheets to cover it all.

GEORGE N. COURTADE resumes the stand.

*Cross examination* by Mr. Taylor.

Q How did you and Mr. Keys count a man coming down or up Market street from the east across the tracks and swung to the north side, to the opposite side; did you consider it Market street or Park avenue?

A Park avenue.

Q You counted him?

A Yes.

Q I thought you said you limited your count to Park avenue?

A Yes; if a man passed Park avenue down here (indicating) he was Mr. Keys; when a man came on Market street and crossed in that direction (indicating) I took him. The other men were contrary to what we were.

Q Suppose a man was walking across the middle of the two streets you would both count him?

A Yes, sir, both count him.

JOHN RADCLIFFE, sworn on behalf of petitioner.

*Direct examination* by Mr. Merrey.

*Commissioner Donges.* Are you going to call all the men who took the count?

*Mr. Taylor.* I don't know as it is necessary to call them all; what ones have you got? Call one for Clay street and another for River street and the two Broadway men.

*Mr. Merrey.* I haven't the men that were on the other Market street crossing.

*Mr. Taylor.* As to the men that were on the other crossing you can swear them all and prove satisfactorily to me they attended this school class and afterward kept actual count of these crossings.

Q Mr. Radcliffe, did you keep account of the number of pedestrians and vehicles and number of times trains passed and gates went up and down at the Clay street crossing?

A Yes.

Q You did that?

A Yes.

Q Is that the sheet showing the count kept by you?

A Yes, sir.

Q They are signed by you, are they; five?

A They are signed by me.

Q And they were kept by you?

A Yes.

Q You noted the number of people passing and all the information set down there?

A I did.

Q You did that how many days?

A Two days.

Q What days?

A Saturday and Monday.

Q What hours?

A From five to two.

Q From five in the morning until two in the afternoon?

A Yes, sir.

*Mr. Taylor.* No cross examination.

WILLIAM J. DUNN, sworn on behalf of petitioner.

*Direct examination* by Mr. Merrey.

Q Did you keep a tabulation in River street?

A Yes, sir.

Q I show you some sheets here, several of them, signed William J. Dunn.

A Yes, they are mine.

Q Those were kept by you?

A Yes.

Q What did you note, the number of pedestrians passing River street, the number of trolley cars, horse-drawn vehicles, bicycles, and the number of times passenger trains and freight trains passed?

A Yes, I did.

Q Did you turn those over to Mr. Hattersley?

A Yes, with the exception of one sheet, and that I gave to the man who relieved me.

Q What hours were you on?

A Five in the morning until two in the afternoon.

Q These sheets were kept in two-four periods?

A Yes, with the exception of the last sheet. That was kept from one to two.

Q That is all indicated on those sheets?

A Yes.

Q That is a true count?

A That is a true count, the best we could keep.

*Mr. Taylor.* No cross examination.

JAMES J. TROY, sworn on behalf of petitioner.

*Direct examination* by Mr. Merrey.

Q Mr. Troy, did you assist in this count of the pedestrians and vehicles crossing Broadway in the City of Paterson?

A Yes.

Q How many days were you there?

A Two.

Q What hours?

A From two in the afternoon until eleven at night.

Q I show you some sheets signed James J. Troy, is that a true record?

A Yes.

Q You signed that?

A Yes.

Q It is true, it is a true count of the people passing, as it purports to be?

A Yes.

Q The same with the second day?

A Yes.

Q That is your signature on those sheets, too?

A Yes.

*Mr. Taylor.* No questions.

WALTER C. FURLONG, sworn on behalf of petitioner.

*Direct examination* by Mr. Merrey.

Q Did you assist in the count at Broadway crossing?

A Yes, sir, I did.

Q At what hours were you there?

A Five in the morning until two in the afternoon.

Q What days?

A Saturday, October 4th, and Monday, October 6th.

Q I show you some sheets here signed Walter C. Furlong, a detail of that count; were those kept by you?

A Yes, sir.

Q Is that a true count of the matters it purports to show?

A Yes, sir, the best of my ability.

*Mr. Taylor.* No cross examination.

*Mr. Merrey.* This seems to be all the witnesses we have on this Paterson count at present. I have also present some employees of the street department who, in March and April last, kept a similar report of which I have the summary. It is probably too late to go on with that. Mr. Taylor, if you wish a copy of this, it is here. This report was on all the crossings and it seems to tally fairly well with this, except the Clay street crossing. At the time the original count was kept there was a strike and a large number of idle men; the number counted by the Board of Trade is double that counted by the City. The explanation is work was commencing and the number using the crossing was different.

*Mr. Taylor.* We will have to go into it at another time, as you say.

*Mr. Merrey.* This count was made in a similar way, except Market street.

*Commissioner Donges.* We will take it up at some further day. It appears in the course of taking the testimony that the Western Union Telegraph Company has some interest in telegraph lines. I understand it is agreed by all parties the Western Union Telegraph Company shall be made a party.

*Mr. Merrey.* Yes, sir.

*Commissioner Donges.* That being the case, Mr. Merrey will be required to serve them.

*Mr. Taylor.* I make the point, they are necessary. I am unfortunately in the position I don't want—this situation is so vital to the Erie Railroad I can't waive anything; they should have been a party heretofore; I simply raise the point they should be a party.

*Mr. Merrey.* I ask they be made a party. The service was made heretofore by the commission and not myself. If you wish I will add an amendment to my petition that we pray now the Western Union should be made a party, as they have wires along the right of way.

*Commissioner Donges.* Couldn't you furnish a copy to the Western Union. It didn't appear the Western Union had any interest in any property to be affected. Mr. Taylor doesn't concede to it, but suggests they are a necessary party. Nobody else seems to object to their being made a party at this time so the proceeding will be, you will be furnished a copy and serve them and give them notice of the continuance of the hearing.

*Mr. Merrey.* Yes, sir.

*Mr. Taylor.* I would like to say this; as far as taking testimony of the sort taken to-day, whatever men Mr. Merrey may want to offer, any time is as good as another. As far as getting into the question at the different crossings, the study of what might be done and what should be done, we won't be in a position to take that up for a considerable length of time. We want to make such a study; it is a matter of long work. There is a great deal of fundamental work in the way of surveys which will have to be done for the purpose of making the study. We will have to make a study of our roads for the Interstate Commerce Commission and we propose beginning that work in Paterson for the purpose of using

the data for that purpose. It will be some weeks before we will have the engineers available to do that kind of work.

*Commissioner Donges.* Well, we can go on with the testimony in the matters that the petitioner desires to submit.

*Mr. Taylor.* I suppose we can, as far as that is concerned.

*Mr. Merrey.* When will we have your answer?

*Mr. Taylor.* It is very difficult for me to fix an exact date. Mr. Hobart is in court to-day.

*Commissioner Donges.* Within two or three days you said.

*Mr. Taylor.* Within a few days. It rests with Mr. Hobart. We will get it in a short time—when do you propose having the next hearing, Mr. President?

*Commissioner Donges.* In two weeks.

*Mr. Taylor.* I think we can undertake to serve an answer before the next hearing.

*Commissioner Donges.* The Erie Railroad will file its answer and notice will be given the Public Service Railway Company and other respondents to answer.

*Mr. Merrey.* All right.

Adjourned until Friday, October 31, 1913, at the Court House, Newark, N. J., 10.30 A. M.

SECOND HEARING.

BOARD OF PUBLIC UTILITY COMMISSIONERS

Newark, N. J., Friday, October 31, 1913.

PATERSON GRADE CROSSING ELIMINATION,
ERIE RAILROAD COMPANY.

Before Commissioners Donges and Daniels. F. H. Sommer, Esq., Counsel.

For the City of Paterson appears R. B. Lewis, Esq.

For Erie Railroad Company appears H. A. Taylor, Esq.

For Public Service Railway Company, Public Service Gas Company, Public Service Electric Company appears L. D. H. Gilmour, Esq.

*Mr. Gilmour.* The secretary asked the Public Service Railway Company, the Public Service Gas Company and the Electric Company to file answers. I suppose all that the commission wants for the record is that the appearance should be entered for those companies.

*Commissioner Donges.* No.

*Mr. Gilmour.* We have no answer filed.

*Commissioner Donges.* We want an answer to the allegation of the petition, insofar as your company is able to answer them, in respect to its own property.

*Mr. Gilmour.* The allegation in respect to the railroad company is that they cross the tracks at one or two points. Of course that we can't submit.

*Commissioner Donges.* That is so, the record will show by formal pleading what is admitted and what denied.

*Mr. Gilmour.* I didn't understand that. I would be glad to do that as of the first hearing.

*Commissioner Donges.* All right. Answer so much as relates to your property.

*Mr. Taylor.* Mr. Chairman, I have handed to Mr. Sommer, with the request that he file with the secretary, a copy of our answer. I have also handed him a copy of the answer of Mr. Lewis representing the city. I have one or two additional copies here I would be glad to hand you.

*Mr. Lewis.* Before proceeding I would like to move that Exhibits P-4, P-5 and P-6 be extended and put into record. They were not put in at the last hearing. That is the summary.

*Commissioner Donges.* I think it was agreed at the last hearing that they should be put into the record subject to the right of cross examination if Mr. Taylor desired.

*Mr. Lewis.* They are marked as exhibits and were offered.

*Mr. Taylor.* Well, I think the understanding was that these were to go in at the convenience of the commission and counsel, but to be supported by the originals from which these computations were made. Those originals I think could properly be filed with the commission in a body as one exhibit.

*Mr. Lewis.* We will file all the exhibits if you wish.

*Mr. Taylor.* I think we should have the opportunity to check up the summaries from the original records that were made.

*Commissioner Donges.* I think the testimony disclosed in some cases that entries were made in the first instance on these sheets.

*Mr. Taylor.* Not on these sheets.

*Commissioner Donges.* What they called B sheets.

*Mr. Taylor.* It appeared in some cases the men at the crossings threw away the original scrap sheets. I am not asking for those, but I ask the records these summaries were made from, the

*Exhibit P-4.*

original records kept at the crossing—the others are records made by the men at the crossings, as I understand, from such original records as they had.

*Mr. Lewis.* I am going to offer them all.

*Mr. Taylor.* That is all right.

*Mr. Lewis.* Mr. Taylor wanted the opportunity to examine two men who were not here at the last time on the Market street crossing.

*Commissioner Donges.* These are marked. (Indicating.)

*Mr. Lewis.* They are offered, but according to the copy of the testimony, were not put in.

*Commissioner Donges.* They will be admitted and marked.

*Mr. Taylor.* It is understood they are merely summaries.

*Mr. Lewis.* Yes.

*Mr. Taylor.* And not evidence in and of themselves, but are summaries.

*Commissioner Donges.* Yes.

*Mr. Lewis.* We will offer all these reports.

*Commissioner Donges.* Were they not offered at the last hearing?

*Mr. Lewis.* They were offered; these are three summaries.

*Commissioner Donges.* It is your purpose to offer the others later?

Exhibit P-4. Summary October 4, 1913:

Clay Street: Pedestrians, 6,342; trolley cars, —; horse-drawn vehicles, 907; autos, 198; bicycles, 123; gates down, 181; passenger trains, 104; freight trains, 12; drill engines, 99. Market Street: Pedestrians, 34,517; trolley cars, 593; horse-drawn vehicles, 1,901; autos, 1,700; bicycles, 827; gates down, 207; passenger trains, 104; freight trains, 13; drill engines, 47. Broadway:

Pedestrians, 9,410; trolley cars, 607; horse-drawn vehicles, 395; autos, 602; bicycles, 169; gates down, 150; passenger trains, 103; freight trains, 14; drill engines, 26. River Street: Pedestrians, 8,947; trolley cars, 252; horse-drawn vehicles, 1,015; autos, 427; bicycles, 351; gates down, 137; passenger trains, 104; freight trains, 13; drill engines, 31.

Exhibit P-5, Summary October 6, 1913:

Clay Street: Pedestrians, 5,040; trolley cars, —; horse-drawn vehicles, 835; autos, 238; bicycles, 120; gates down, 207; passenger trains, 103; freight trains, 11; drill engines, 96. Market Street: Pedestrians, 27,699; trolley cars, 592; horse-drawn vehicles, 1,750; autos, 1,555; bicycles, 798; gates down, 188; passenger trains, 103; freight trains, 19; drill engines, 39. Broadway: Pedestrians, 7,166; trolley cars, 597; horse-drawn vehicles, 364; autos, 433; bicycles, 119; gates down, 116; passenger trains, 104; freight trains, 9; drill engines, 9. River Street: Pedestrians, 6,857; trolley cars, 225; horse-drawn vehicles, 1,017; autos, 337; bicycles, 298; gates down, 129; passenger trains, 106; freight trains, 11; drill engines, 38.

Exhibit P-6. Summary October 7, 1913.

Market Street: Pedestrians, 24,220; trolley cars, 562; horse-drawn vehicles, 1,734; autos, 1,205; bicycles, 623; gates down, 196; passenger trains, 104; freight trains, 9; drill engines, 46. River Street: Pedestrians, 6,932; trolley cars, 212; horse-drawn vehicles, 906; autos, 291; bicycles, 269; gates down, 141; passenger trains, 104; freight trains, 11; drill engines, 36.

JOHN KEYES, sworn on behalf of petitioner.

*Direct examination* by Mr. Lewis.

Q Mr. Keyes, were you under the direction of Mr. Hattersley keeping a count of the traffic at Market street?

A Yes, sir.

Q When was that?

A It was October 4th, 5th and 6th, I think—the 4th, 6th and 7th.

Q I show you a number of sheets purporting to be a record of what you discovered at that crossing. Is that your signature attached thereto?

A Yes, it is my signature.

Q In what manner did you arrive at this tabulation?

A Mr. Courtade and I agreed to divide up. I was to take all persons using the crossing going or coming on Market street or Ramapo, and I was to take eastbound trains.

Q What were the dates you said you were there?

A 4th, 6th and 7th.

*Mr. Lewis.* I offer these in evidence.

*Mr. Taylor.* How many of them are there?

*Mr. Lewis.* Fourteen.

*Commissioner Donges.* As there is no objection they will be admitted and marked as exhibits.

(Same are marked Exhibits P-8 to Exs. P-22, both inclusive.)

*Mr. Lewis.* I believe Mr. Taylor wanted Mr. Keyes and Mr. Coburn for the purpose of questioning the veracity of the count. I believe at the time it was admitted they all acted under the direction of Mr. Hattersley who testified at the last hearing.

*Cross examination* by Mr. Taylor.

Q Mr. Keyes, you took the Market street and Ramapo avenue side of this double crossing, as I understand it?

A Yes, sir.

Q Where did you station yourself?

A I stood by the flatiron building.

Q That is right at the junction between Park avenue and Market street?

A Yes.

Q On which side of the railroad track?

A On the east side.

Q And where did Mr. Courtade stand?

A He stood the same place, only, like the Market street side.

Q Only on the Park avenue side?

A Right there by the crossing together; I was on the Market street side and he on Park avenue. I was to count Market street and Ramapo avenue side.

Q When he came down Park avenue did you count that person?

A No, I didn't count Park avenue.

Q When he came down Market street from the east you counted that person?

A Yes, sir.

Q When did you count him?

A I counted him as he was going over the crossing, or if I thought they were going over the crossing.

Q As they came west on Market street when did you count them?

A As they came across the crossing.

Q You had to watch them from the time they came across the street?

A I had to watch them as they came across. If they came across I counted them.

Q How could you tell whether they turned on Market street or Park avenue?

A How could I tell?

Q Yes?

A I waited until they came along.

Q Waited until they came past you?

A Yes.

Q You had to watch them cross the tracks until they passed you?

A No, when I was sure they were going along Market street I counted them.

Q You didn't follow them to see definitely, but if they turned up Market street?

A They had to pass me.

Q You say you didn't watch them until they passed you?

A Not until they went up the street, no.

Q A person coming down Ramapo avenue from the south, when did you count them?

A As soon as I was sure they were going to cross the crossing.

Q What do you mean by when you were sure they were going to cross the crossing?

A When I saw them go over.

Q You didn't count them until they got on the crossing?

A No; when I was sure in my mind they were going to cross there I counted them.

Q Did you make any distinction between persons coming from the railroad station and those coming along the street?

A No, I did not.

Q You counted all those that came from the railroad station and crossed the street?

A Yes; they had to come through the gate there. I counted them as they came through the gate.

Q Do you know whether or not Mr. Courtade did the same thing?

A That I don't know. I am not positive.

Q You were on this crossing during what hours?

A From five until two; from five in the morning until two in the afternoon.

Q Three days?

A Yes; Saturday, Monday and Tuesday.

Q October 4th, 6th, 7th?

A Yes.

ISAAC COBURN, sworn on behalf of petitioner.

*Direct examination* by Mr. Lewis.

Q Mr. Coburn, did you act under the instructions of Mr. Hattersley in taking a record of the traffic on the Market street crossing?

A Yes.

Q During what period?

A October 4th, 5th and 6th; of October.

*Mr. Taylor.* On what days?

*Witness.* Fourth, sixth and seventh, rather.

Q Of what month?

A October.

Q And you followed out the instructions of Mr. Hattersley as to the taking of the number of people who crossed?

A Yes, to the best of my ability.

Q I show you here some papers showing tabulation; is that your signature attached?

A Yes.

*Mr. Lewis.* I offer these, Mr. Taylor. There are ten.

*Commissioner Donges.* As there is no objection they will be admitted and marked as exhibits.

(Same are marked Ex. P-23 to Ex. P-32, both inclusive.)

*Cross examination* by Mr. Taylor.

Q Who was your partner, Mr. Coburn?

A Mr. Coates.

Q When were you there?

A The fourth, sixth and seventh of October.

Q What were the arrangements between you and Mr. Coates as to keeping track?

A I kept as near as possible according to the arrangement Mr. Coates made with me.

Q What was the arrangement with Mr. Coates?

A I stood on the Market street side in the same position Mr. Keyes stood, and Mr. Coates, I believe, stood where Mr. Courtade was standing.

Q How did you keep track of the pedestrians coming from the east on Market street?

A Coming from the east?

Q Yes?

A As they passed the gate that was the time I took the count.

Q You counted as they passed the gate; how did you know they came from Market street or Park avenue?

A Coming from Market street or Park avenue?

Q The two streets cross at the same place?

A Yes. As they passed through the gate, that was the time I counted them.

Q How did you know whether they came down Market street or Park avenue?

A I didn't know whether they came down Market street or Park avenue. I was counting one crossing. If they came on Market street or Park avenue crossing Mr. Coates counted them.

Q I am talking of the people coming from the east. There is one crossing at this point where both streets cross?

A One crossing.

Q One set of gates?

A One set of gates.

Q At this crossing?

A Yes.

Q You were counting these people coming from the east going towards the center of the city?

A Yes.

Q You counted them as they went under the gate?

A As they passed the gate.

Q How did you know they were coming down Market street from the east or down Park avenue from the east?

A I didn't know. As they passed the gate I counted them because they were crossing the railroad at that time.

Q How did you count those who came up Ramapo avenue from the south?

A Coming up Ramapo avenue?

Q Yes?

A As they went across the railroad I counted them.

Q How did you know they came from down Ramapo avenue?

A Well, I counted them as they crossed the crossing.

Q Did you know whether they came from Ramapo avenue or not or where they came from?

A No.

Q When the pedestrians were coming from the other direction, from the center of the city, passing easterly over the crossing where did you count them?

A As they passed the gate.

Q Passed the gate?

A Nearest to me on Market street.

Q How did you know when they passed the gate they were coming up Market street or up Park avenue or down Ramapo avenue?

A I couldn't tell that. I counted them as they passed the gate.

Q Did you make any distinction between persons simply going along the street and those going to and from the railroad station, the Paterson railroad station of the Erie Railroad?

A The people that were passing along the street?

Q Did you make any distinction between those passing along the street and those who were going over the crossing to or from the railroad station?

A No, I counted them as they crossed the crossing. That was all I know.

JOHN FLYNN, sworn on behalf of petitioner.

*Direct examination* by Mr. Lewis.

Q Mr. Flynn, were you employed by the street commissioners of the City of Paterson in keeping a count of the traffic at certain crossings in the City of Paterson?

A I was.

Q When was that?

A April 7th, 8th, 9th and 10th.

Q What crossings did you keep a count on?

A Franklin, Keen, Warren and Fifth avenue.

Q How did you keep a count of the people?

A Well, for the pedestrians I had a small register, a hand register, I registered the pedestrians on that.

Q One of these things you punch?

A Yes, a hand register. The figures I tallied on a sheet, a scrap sheet.

Q After you had finished your count did you make a memorandum of it?

A Yes, I made a memorandum.

Q Did you make a record of it, any typewritten record; anything of that sort?

A A typewritten record.

Q Made by yourself?

A Yes.

Q I show your signature on this, is that the record to which you refer?

A Yes.

*Mr. Lewis.* I offer this in evidence.

*Mr. Taylor.* That portion that relates to the Fifth avenue crossing is irrelevant, of course.

*Mr. Lewis.* Isn't Fifth avenue mentioned in the petition?

*Mr. Taylor.* No.

*Mr. Lewis.* It goes from Madison avenue.

*Mr. Taylor.* To River street.

*Mr. Lewis.* Well, the Fifth avenue crossing as you recollect, Mr. Taylor, crosses the Susquehanna this side.

*Mr. Taylor.* Fifth avenue has nothing to do with this case.

*Mr. Lewis.* All right. We will eliminate Fifth avenue.

*Commissioner Donges.* The statement or summary, except in so far as it relates to Fifth avenue, is admitted and will be marked as an exhibit.

(Same is marked Exhibit P-33.)

*Mr. Lewis.* It might save time at this point: We have three other men who kept tallies at this point. I have their statement here in typewriting.

*Mr. Taylor.* Are those men here?

*Mr. Lewis.* Yes, these men are here. I think I am right in saying they all used registers.

*Witness.* The man who relieved me used it, that is all I know.

*Mr. Taylor.* I think you better call them.

Q (*By Mr. Taylor.*) Your statement covers one day at each crossing?

A Yes, sir.

WILLIAM DUNLEAVY, sworn on behalf of petitioner.

*Direct examination* by Mr. Lewis.

Q Mr. Dunleavy, were you employed by the city street commissioners of Paterson to take count of the traffic of certain crossings in the City of Paterson?

A Yes, sir.

Q Do you recall what crossings you looked after?

A I do.

Q What were they?

A Madison avenue, Straight street, Clay street, Cedar street, Market street, Ellison street, Van Houten street, Broadway, Fair street, Lafayette street, River street.

Q Did you keep any count of Hamilton avenue?

A Yes, Hamilton avenue.

Q What date were you there?

A Started at Madison avenue the twenty-second of March and terminated the fifth of April.

Q For what period?

A Six in the morning until 12.30 at noon.

Q At the time was there any unusual condition in the City of Paterson which would affect traffic?

A A strike was on.

Q In what way would that affect traffic?

A There wasn't so many people coming and going from the mills.

Q Were the schools in session at that time?

A They had a vacation, Easter vacation was on about that time.

Q What effect did that have on the traffic?

A Affected it quite some, from Clay street down.

Q Lessened it?

A Oh, yes.

*Mr. Taylor.* Clay street and south.

Q What do you mean by down?

A Down town.

*Commissioner Donges.* Going in what direction?

*Witness.* North end of the city.

Q (*By Mr. Taylor.*) I don't know whether he means all the crossings from Clay street down or the crossings from Clay street north?

A I say going north, down towards the center of the city.

Q You mean to say affected the travel at Clay street going from the east to the west?

A Yes, that way (indicating); on all crossings down.

*Commissioner Donges.* All crossings toward the center of the city?

*Witness.* Yes, sir.

*Commissioner Donges.* All crossings between Clay street and the center of the city you said would be affected?

*Witness.* Yes, sir.

*Commissioner Donges.* Was there, in the past sixty days, any condition in Paterson at Market street or any of these crossings in the center of the city where a census was taken, different from the ordinary conditions that affected the travel at all?

*Witness.* In the last sixty days?

*Commissioner Donges.* Yes.

*Witness.* The factories are going now; they are coming and going.

*Commissioner Donges.* The streets are all open to travel?

*Witness.* Yes. Clay street crossing, for instance, the traffic is heavier now than at the time of the strike.

*Commissioner Donges.* What I want to know is whether there was any unusual conditions prevailing at any of these crossings?

*Witness.* No.

Q (*By Mr. Lewis.*) What method did you use in keeping count of the people that passed?

A Well, pedestrians I had a hand register.

Q This is a typewritten report, not typewritten by you, but signed by you. How did you make this report?

A Turned them in. Took them on a pad and copied them in when I got home on that sheet there.

Q Could you say whether this report was taken from the report taken by you?

A Yes, sir.

*Mr. Lewis.* If there is any objection to that the only thing I can do is to hand in the scrap sheets.

*Mr. Taylor.* I haven't any objection if they compare accurately.

*Witness.* I compared the figures and they are correct.

Q (*By Mr. Taylor.*) Compared those figures with the original report and they are all in accordance with that report?

A Yes.

*Mr. Taylor.* I am entirely satisfied to have this summary substituted for the original report.

*Mr. Lewis.* All right, we offer that.

*Commissioner Donges.* There being no objection, it will be admitted and marked.

(Same is marked P-34.)

MICHAEL J. O'ROURKE, sworn on behalf of petitioner.

*Direct examination* by Mr. Lewis.

*Commissioner Donges.* In the answer in the first paragraph of the amended petition your answer says that no copy of the original petition was served upon your company.

*Mr. Taylor.* I understand that to be a fact.

*Commissioner Donges.* But you received a copy of the amended petition?

*Mr. Taylor.* A copy of the amended petition was served; that is, the one we are answering.

*Commissioner Donges.* You are now answering the petition as amended.

*Mr. Taylor.* As amended, yes.

*Commissioner Donges.* Which petition, as amended, was served upon you.

*Mr. Taylor.* We put that in the answer because the amended petition referred to the original petition. The original was never served on us, but the amended petition was served.

*Commissioner Donges.* I understand the fact to be, the petition as amended in its entirety is the petition now pending.

*Mr. Taylor.* That is my understanding.

*Commissioner Donges.* That is a substitute as a whole for the original petition.

*Mr. Taylor.* Well, I suppose that is the case. I don't know anything to the contrary.

*Commissioner Donges.* I wanted to be sure you had been served with the amended petition.

Q Mr. O'Rourke, were you employed by the city street commissioners to keep a count of the traffic at certain crossings in the City of Paterson?

A Yes, sir, I was.

Q When was that?

A March 27, I think, and 28.

Q Where were you March 27th and March 28th?

A Erie Depot, Market street, on the north side of the street.

Q Were you also at Franklin street?

A Yes, sir.

Q And Keen street?

A Yes, sir.

Q Warren street?

A Yes, sir.

Q And Fifth avenue, which is eliminated, Mr. Taylor?

A Yes, sir.

*Mr. Taylor.* Yes.

Q And what dates were you at those crossings?

A I think, April 7th, 8th, 9th and 10th, to the best of my knowledge.

Q And how did you keep count of the people and vehicles passing?

A The pedestrians I kept count by one of those indicators, and the vehicles I had a piece of paper on which I marked them down, and at night I tabulated them up.

Q There was at that time a strike in Paterson, and schools were closed?

A Yes.

Q In your opinion, would that have a tendency to lessen the traffic?

A It certainly would, a whole lot.

Q How did you keep count of the number of people who crossed?

A By an indicator.

Q How did you take it off the indicator?

A Took it off the face of the figures.

Q Was a typewritten copy made of your report?

A Was there?

Q You wrote out your report?

A Yes, I did.

Q Was that afterwards copied on a typewriter? Have you seen this? (Indicating.)

A No, sir.

Q You are not familiar with that?

A No, not to my knowledge.

*Mr. Lewis.* In this case I will have to put in the original figures.

*Mr. Taylor.* I am perfectly willing to have you compare it here.

Q Is this report made by you, Mr. O'Rourke?
A That is my report.

*Mr. Lewis.* I offer that in evidence, and for the sake of convenience offer the typewritten copy; if there is any discrepancies the original will be consulted.

*Commissioner Donges.* It will be marked.
(Same is marked Exhibit P-35.)

JOHN KANE, sworn on behalf of petitioner.

*Direct examination* by Mr. Lewis.

Q Were you employed by the city street commission of the City of Paterson, Mr. Kane, to make a count of the traffic at crossings in Paterson?
A Yes, sir.
Q What crossings were you at?
A Madison avenue, Straight street, Clay street, Cedar street, Market street, Ellison street, Van-Houten street, Broadway, Fair street, Hamilton avenue, Lafayette street and River street.
Q Did you mention Van Houten?
A Yes, sir, Van Houten.
Q How did you keep a count of such?
A With a hand indicator and a pad.
Q There was a strike on in Paterson at that time and schools were closed?
A Yes.
Q In your opinion, would that affect traffic?
A Yes.
Q What affect would it have on it?
A People not going to work and crossing the tracks on this crossing.
Q You kept account of your tallies?
A Yes, sir.
Q Is that the count you made (handing witness paper)?
A Yes.

Q Made by yourself?
A Myself.
Q And afterwards reduced to typewriting?
A Yes, sir.
Q Can you say whether that was a copy of it; have you compared it?
A No.

*Mr. Lewis.* I will offer these in the same way, Mr. Taylor.

*Commissioner Donges.* They will be admitted and marked.

(Same are marked Exhibit P-36.)

*Cross examination* by Mr. Taylor.

Q The people in Paterson who were striking stayed in the house?
A Yes, sir; they wouldn't be going to work; and stayed home. There wouldn't be the crossing and re-crossing of the tracks.
Q Don't you think a good many people would be on the streets in working hours in the case of a strike who would be in the shops or mills if they were working?
A They would to a certain extent. They cross and re-cross the tracks from the mills. At the railroad crossings there are the mills. At noontimes they run in and out, and at night time they cross and re-cross.
Q Well, it is a matter of opinion as to the affect of a strike on the railroad crossings, is it not?
A Well, no, from my experience; I go to the shop myself I cross Clay street, I work there.
Q Did you ever make an actual count when a strike was on and when it was not, to see the difference?
A You can tell the difference at six o'clock at night; there is practically nobody crossing, while

there are practically hundreds crossing when there is work.

Q At that particular time?

A At that particular time.

Q It is at particular times people go to and from work you have reference to, that is when it makes the difference?

A Yes; at night.

Q In between times, except people going to and from work, there is a little more people when there is a strike than when there is not?

A This particular crossing, Clay street, I had reference to. I have waited night after night for trains to pass—

Q Speak a little louder.

A Hundreds of people wait for trains to pass. Then trains would pass and nobody would be waiting.

Q What crossing are you speaking of?

A Clay street.

*Mr. Lewis.* I would like to offer in evidence all the tallies that have been marked as originals of the crossings. There is no objection.

*Mr. Taylor.* It is made by men who have testified?

*Mr. Lewis.* Yes.

*Mr. Taylor.* I haven't any objection to those who testified.

*Commissioner Donges.* There is no objection then to the exhibits.

*Mr. Taylor.* Assuming the men came and had been sworn, I have no objection.

*Commissioner Donges.* Very well, they will be admitted and marked as exhibits, and a record made in the minutes, each exhibit is composed of so many sheets.

(Eighteen sheets, Clay street, marked Exhibit P-36½.)

(Twenty-nine sheets, Market street, marked Exhibit P-37.)

(Eighteen sheets, Broadway, marked Exhibit P-38.)

(Twenty-eight sheets, River street, marked Exhibit P-39.)

JOHN C. VEENSTRA, re-called on behalf of petitioner.

*Direct examination* by Mr. Lewis.

Q You are employed in the city engineer's office in the City of Paterson, Mr. Veenstra?

A Yes, sir.

Q At the last hearing you prepared a map showing the right of way of the Erie Railroad and surrounding territory and testified as to the crossings in Paterson?

A Yes, sir.

Q You make a supplement map to that; have you made a map showing any additional details?

A To the one I had at the last hearing was added the lots. Showing the numbers for the radius of 400 feet each side of the track.

Q Have you that map with you?

A Yes, sir.

Q I would like to offer the map. You made the map yourself?

A Yes, sir.

Q That is the Erie Railroad across there (indicating)?

A Yes.

*Commissioner Donges.* This map has been offered; is there any objection?

*Mr. Taylor.* No.

*Commissioner Donges.* Then it will be admitted and marked as an exhibit.

(Same is marked Exhibit P-40.)

*Mr. Taylor.* It seems the standard distance. My saying there is no objection doesn't admit this map is complete.

*Commissioner Donges.* No.

*Mr. Taylor.* It isn't complete, particularly as to the railroad.

*Mr. Lewis.* It is intended to show the lots in the vicinity of the Erie Railroad.

*Witness.* About 400 feet each side of the railroad. The lots are numbered according to the assessor's map we have.

Q I show you another map; what does that purport to be?

A A map of the City of Paterson.

Q Is that a copy of the official map, used in the city engineer's office.

A Yes, a copy of the official map, the one we made ourselves in the office.

Q Is the Erie Railroad line shown on that?

A Yes.

Q What represents the Erie Railroad?

A (Indicates.)

Q That is shown about the center of the City of Paterson?

A Yes.

*Mr. Lewis.* I offer that map in evidence, merely to show how the road divides the city.

*Commissioner Donges.* It will be admitted and marked as an exhibit.

(Same is marked Exhibit P-41.)

Q (*By Mr. Taylor.*) These numbers in rings?

A Those correspond to the assessor's sheet.

Q And the other numbers represent the lot numbers?

A Represent the lot numbers.

EDWARD ACORN, sworn on behalf of petitioner.

*Direct examination* by Mr. Lewis.

Q What is your occupation?

A Chief clerk in tax office in the City of Paterson.

Q There is no deputy tax receiver in the City of Paterson?

A No, sir.

Q That is the position which you practically occupy?

A Yes, sir.

Q What is this (handing witness papers)?

A That is a copy of the land and building valuation from Crooks avenue to the Passaic river, an area of about 400 feet each side of the railroad.

Q Are those lots shown on this map (indicating)?

A The lots there?

Q Yes.

A I presume so.

Q They are within 400 to 500 feet of the right of way of the Erie Railroad?

A Yes, sir.

Q Were these copies, typewritten copies, made for the purpose of the tax receiver of the City of Paterson?

A Yes, sir.

Q Compared by you?

A By me personally.

*Mr. Lewis.* I offer these in evidence.

*Commissioner Donges.* They will be admitted and marked in evidence.

(Same are marked Exhibit P-42.)

*Mr. Lewis.* That is all we have.

*Commissioner Donges.* Does that conclude your case?

*Mr. Lewis.* No, we have other matters to put in at a later date, if you could continue this two weeks or whatever date suits your pleasure.

Adjourned until Friday, November 14, 1913, at the Court House, Newark, N. J., 10.30 A. M.

BOARD OF PUBLIC UTILITY COMMISSIONERS

Newark, N. J., Friday, November 14, 1913.

PATERSON GRADE ELIMINATION,
ERIE RAILROAD COMPANY, *et al.*

Before Commissioners Donges, Hillery and Daniels. F. H. Sommer, Esq., Counsel.

For the petitioner appears Edward F. Merrey, Esq., and R. B. Lewis, Esq.

For the respondent appears G. S. Hobart, Esq., and D. E. Minard, Esq.

For Public Service Railway Company, *et al.*, appears L. D. H. Gilmour, Esq.

*Mr. Sommer.* In this case may I make this statement to the board: Mr. Merrey wrote me a letter in which he requested me that I have in attendance to-day, Mr. Maybury, for the purpose of examination. Mr. Maybury, however, had made all his arrangements to go on with his grade crossing investigation; therefore it was impossible to break those arrangements and produce him here to-day. I will produce him at any other time this is adjourned to. I simply want to make that statement because Mr. Merrey might want to close this case.

*Mr. Merrey.* My case will be finished to-day.

*Mr. Hobart.* I would like to file an amended answer to the one heretofore filed. I have submitted a copy to Mr. Merrey and I have a copy for Mr. Sommer. It is along the same lines as the one submitted yesterday in another case.

*Mr. Gilmour.* I suppose we are a party to this proceeding, but we can't do anything except to put in our actual cost of changes. I understand that the statute fixes on the street railway; they may be assessed 10% of the total cost if in the

judgment of the commission it thinks that amount is warranted. We can't tell what the cost will be—what our cost will be until the method of eliminating the crossing is determined on. If it is overhead it may be one thing, if it is underneath it may be one thing; if the railroad goes overhead, another thing. That is especially true of gas mains and electric light wires. We are in the same position in the Perth Amboy case until all the evidence is in and the commission decides it is feasible to separate the grades and do it in a certain way, then we have got to go in and show our cost, depending on the separation of the grade in the way decided by the commission. I would like to ask the commission to put in our cost after that point in the case is reached.

*Commissioner Donges.* That would seem reasonable. When you speak of the method of elimination do you refer to the general plan that might be advanced, or a special plan?

*Mr. Gilmour.* A general plan; whether it is to go under the railroad or the railroad under the street. That is the important thing to us. Then we can determine what our cost will be, as our part of the total cost; that must be considered before the percentage we are to pay is taken.

*Commissioner Hillery.* It all depends on the method, the cost.

*Mr. Gilmour.* Our cost, yes.

*Mr. Merrey.* While Mr. Gilmour is here I would like to call his attention to the amendment to the answer filed by the Erie Railroad Company and would like to know the position they take on one paragraph.

*Commissioner Donges.* I think that is the same question that arose in the other case; the understanding is this is exclusively the answer of the

Erie Railroad Company for itself, not acting as an agent or representative of any other party.

*Mr. Merrey.* The claim is made here; I presume it is the same in the other case.

*Commissioner Donges.* It is confiscation of these properties.

*Mr. Merrey.* Yes; taking property, railroad property.

*Mr. Gilmour.* I haven't seen that answer and it was made without any conference with me or any concurrence.

*Commissioner Donges.* It is the separate, supplemental answer of the Erie Railroad Company.

*Mr. Hobart.* That is the understanding of it; and not under the order of any other company.

*Commissioner Donges.* You may proceed.

*Mr. Merrey.* I would like to ask if any answer is filed on behalf of the Paterson & Hudson River Railroad or the Paterson & Ramapo Railroad Company?

*Mr. Sommer.* I think not.

*Commissioner Donges.* We have heard of no such answer. Mr. Barber can confirm that.

*Mr. Merrey.* Also the Western Union Telegraph Company.

*Commissioner Donges.* None, so far as we are advised.

*Mr. Gilmour.* Is it on the record that the request I made, about putting in the cost after the determination of the general scheme, is allowed by the commission?

*Commissioner Donges.* I think we may put that on the record, that the Public Service Company is allowed to put in their testimony as to the probable cost after the entire conclusion of the testimony in the case is submitted by the other parties.

*Mr. Gilmour.* And the commission has agreed on the general plan of eliminating the crossing, if elimination is decided upon.

*Commissioner Donges.* It seems reasonable, but we don't want to decide.

*Mr. Gilmour.* There is no occasion for my following these hearings until you are through. I can't do anything until you get to the point of telling me whether you are going over our tracks or under them.

*Commissioner Donges.* You wouldn't, until the close of the other testimony, be in a position to know and contemplate the contracted methods of separating the grade.

*Mr. Gilmour.* And give the cost of either one or both.

*Commissioner Donges.* Yes.

*Mr. Gilmour.* I suppose so.

*Mr. Minard.* Doesn't Mr. Gilmour overlook the possibility of changing the grade of the street as well as the railroad?

*Mr. Gilmour.* That is just exactly what is the question.

*Mr. Minard.* Your remarks were whether the railroad go under or over the street.

*Mr. Gilmour.* It makes a difference.

*Mr. Minard.* I had in mind the case where both would be changed.

*Mr. Gilmour.* Probably both will be changed going over or under, but the cost of the change will be different whether you go over or under.

*Mr. Sommer.* In view of Mr. Merrey's question, I want to file on behalf of the Paterson-Passaic & Suburban Telephone Company its answer in this petition.

*Commissioner Donges.* It will be received.

Commissioner Hillery suggests that perhaps the entry on the minutes should be made that

Mr. Gilmour, that the Public Service Corporation, be allowed to submit estimates of the cost to produce the changes, the understanding by that—

*Mr. Gilmour.* On notice from the commission.

*Commissioner Hillery.* On notice from the commission.

*Mr. Gilmour.* I suppose there will be the same rule in the Rutherford case.

*Commissioner Donges.* I think we may make the same entry by consent.

*Mr. Sommer.* Make the rule apply to all these cases practically.

*Mr. Merrey.* In paragraph 5, of the answer of the Erie Railroad Company, it speaks about certain leases that were made by the Paterson & Hudson River Railroad Company to the Union Railroad Company and so on until finally the property comes in by lease to the control of the Erie Railroad Company. I would like to ask now that the company be directed to produce its leases at some future time, of course, showing the entire situation.

*Mr. Hobart.* I suppose that Mr. Merrey means not only the leases, but the various conveyances.

*Mr. Merrey.* I want the various conveyances to show the chain of title and the exact situation.

*Mr. Hobart.* We are entirely willing to produce that, and I only make the suggestion, however, that it will lumber up the record to a most remarkable extent. It includes foreclosure proceedings and the recital takes ten pages, as we prepared it in another case. I would like to make the suggestion that we produce the abstract or chain of title, which I will submit, Mr. Merrey, and then produce the leases themselves.

*Mr. Merrey.* I think that is a good thing. We don't want them written out at length in the

record. We ought to have them in case there is any necessity of examining them.

*Commissioner Donges.* Suppose it rest in the understanding the abstract will be produced. If further detail is wanted it will be proper to make a motion at that time.

*Mr. Merrey.* I want to offer them and offer them as part of our case. They will be produced by the company and we can agree on the form.

*Mr. Hobart.* I am not sure the board ruled on the question of leave to file the amended answer.

*Commissioner Donges.* I think we will admit the amended answer.

*Mr. Merrey.* In section eight of the answer it is set up that the maps are not accurate and complete; that these maps we have furnished do not show all the railroad tracks, nor all the freight yards, nor all the sidings or switches or connections with the property of private individuals or corporations which would be affected by the change of grade. I think that is a matter which is peculiarly in the knowledge of the railroad company. I presume they have those maps and I ask now that they be directed to furnish us with such maps as will actually show the tracks and sidings and switches referred to in paragraph eight of their answer.

*Commissioner Hillery.* Does that section refer to the tracks and switches of the company or those that might be owned by abutting owners, which?

*Mr. Merrey.* Both.

*Mr. Hobart.* It seems to me, under the rules of the board, the petitioner in a matter of this kind is required to furnish those maps. The rules provide that the property affected, the map must show it. The petitioner must do that. I don't see how we can be called on to perform work the

city should perform under the orders of the board. We will help them by giving them access to our property. To say we have to go to the expense of hundreds of dollars for maps for their benefit is an injustice. Certainly the rules don't require it.

*Commissioner Donges.* The board will hold that under advisement for the time being, Mr. Merrey.

*Mr. Merrey.* There is another provision of the answer, and I can't seem just to get it. It is the one referring to the statement about the title of the two railroads, the Paterson and Ramapo.

*Mr. Minard.* That is paragraph twenty-four or twenty-three?

*Mr. Merrey.* No. It is the provision, in my bill of complaint that set up that those railroads met about Market street. You say that isn't right. You don't tell us what is right.

*Mr. Minard.* That is our business. You will find that the Erie's answer refers to the paragraph number in which your bill states the facts.

*Commissioner Hillery.* You are speaking of the amended supplemental answer or the original?

*Mr. Merrey.* No, it is the original.

*Mr. Minard.* Paragraph five of our answer, first page.

*Mr. Merrey.* Yes. That section provides that the junction between the Paterson & Hudson River Railroad and the Paterson & Ramapo Railroad is not clearly described and located in the petition. That is a matter which probably should be disclosed and it is impossible for us to get that. The railroad company knows it. They are operating under those leases. It may be under my first request that I made, that they furnish us this information; it may come in; I don't

know, but I think they should be directed to show particularly the location of the property showing what property is owned by the Paterson & Hudson River Railroad and what property owned by the Paterson & Ramapo Railroad, and what property owned by the Erie itself. I understand the thing to some extent, having experience with this company before. If that information will be given in the history they say they will give, all right. If they do not intend to do it, I ask now they be directed so to do it.

*Mr. Hobart.* I suppose that is a matter of record; the records are as accessible to the city as to the Erie Railroad Company. Some records go back for a number of years. I assert those things in the answer; we say they are incorrect. It seems to me the burden is on him to prove what he says.

*Mr. Merrey.* I know some of the things are not a matter of record. I have endeavored to find out before where the railroad bought property, and we can't locate it in our records. I know one railroad company has no deeds, but come in as a kind of squatter and got possession by twenty years adverse users. That may be the situation here; we don't know. It is a matter entirely in the hands of the railroad company and I don't think they will have any great difficulty in getting it. In the case concerning the paving of Market street they had maps which they offered in evidence which showed the conditions there.

*Mr. Hobart.* We have proof of those.

*Mr. Merrey.* We have just that much, but we haven't that nearby.

*Mr. Hobart.* I don't think we should be called on to do this searching and produce maps.

*Mr. Merrey.* We don't ask you to do searching, but tell us what you own and what the two other railroads own.

*Commissioner Donges.* It is referred to in page one specifically in their petition.

*Mr. Merrey.* Yes; it says we have not given the correct description of that location. We have given it the best we could. If that is not right and we are wrong, they certainly know what is right.

*Commissioner Hillery.* Wouldn't the description in the lease show?

*Mr. Merrey.* I don't know.

*Mr. Minard.* The records in the county clerk's office would show all that.

*Mr. Merrey.* They may and they may not, I don't know, but I think if we search in the engineer's office we will find maps already prepared. I am afraid it is a case of lots of work on the part of the city, but it could be easily done by the railroad.

*Mr. Hobart.* You want to cast your work on us.

*Mr. Merrey.* No.

*Commissioner Donges.* The board is of the opinion, inasmuch as the answer denies the allegation in the petition, it ought fully to set up how the title is acquired by setting out a description of the papers through which title is acquired, and if the matter is public record where they may be found, and if not a matter of public, by attaching copies to the answer. But we do not think the railroad company ought to be called upon to produce maps as requested by Mr. Merrey; but we think the answer ought to point out the process through which title is acquired, and if a matter of public record, where they may be found.

*Mr. Hobart.* Probably that can all be covered by the stipulation that was made before.

*Commissioner Donges.* If you will indicate through what process the title has been acquired and where they are recorded, if recorded, and produce the papers entirely within your possession and knowledge, that may save mistake and amendment to your answer.

*Mr. Merrey.* I fear the description in whatever records they are, is very difficult or impossible to understand without a sketch to illustrate them.

*Commissioner Donges.* We think the railroad ought not to be called on to furnish that to you at this time.

*Mr. Merrey.* In paragraph twenty-one of the answer the railroad company names many private individuals and corporations who have sidings and switches and tracks connecting with the railroad company and says they are entitled to notice and entitled to be heard. I would like to make a motion they be notified and given an opportunity to be heard. I have notified the Paterson & Hudson River Railroad and the Paterson & Ramapo Railroad and they haven't answered. If the commission will direct me to notify these people I will take that work upon myself. I feel better results will be obtained and better records kept if they are notified as the railroad company was, or whatever is the rule.

*Mr. Minard.* Is it Mr. Merrey's idea they be sent copies of the petition like other defendants if brought in as parties?

*Mr. Merrey.* I don't think that is necessary. The serving of copies of the petition is handled by rules of the commission. If the board desires to have copies of the petition we will have to have them printed, there are so many of them.

*Mr. Minard.* I refer to the commission's rule D of the rules prescribed.

*Commissioner Donges.* In this case the conclusion of the board is to waive the provision of rule D and provide that the petitioner give notice to the parties mentioned in paragraph 21.

*Mr. Merrey.* I would ask if the commission will make an order directing that they appear at a certain time to answer this petition.

*Commissioner Donges.* The statutes provide that a notice be given.

*Mr. Merrey.* The notice was given by the commission heretofore.

*Commissioner Donges.* A reading of the statutes, Mr. Merrey, leads to the conclusion that perhaps the duty of giving the notice is perhaps on this board. The statute reads: Whereupon said Board of Public Utility Commissioners shall fix a time and place for a hearing before it and shall give such notice thereof as it shall deem reasonable, so the board will give notice upon receipt from you of specific addresses of the individuals.

*Mr. Merrey.* I suppose I can give it.

*Commissioner Donges.* I think that is imposed upon you.

*Mr. Merrey.* I think the board should probably fix a time for the hearing of these individuals and corporations.

*Commissioner Donges.* I think they ought to have notice.

*Mr. Merrey.* I mean fix a time when they will be heard.

*Commissioner Donges.* If you will furnish the addresses a time will be fixed and those parties given notice of it. I assume at that time they will appear if they choose and participate to what extent they desire.

*Mr. Merrey.* I shall give the information and also include the two railroad companies I have served but which haven't answered, and also the Western Union.

*Commissioner Donges.* Include all parties.

*Mr. Merrey.* Who have not been served by the board.

*Commissioner Donges.* And who have been suggested as possible parties in interest, whether in this paragraph or any other.

*Mr. Merrey.* All right.

I would like to offer in evidence the specific act incorporating the President and Board of Directors of the Paterson & Hudson River Railroad, pamphlet laws 1830 and 1831, page 84, I haven't it at hand. I make that formal offer.

*Mr. Merrey.* I also offer the specific act incorporating the Paterson & Ramapo Railroad pamphlet laws of 1841, page 97.

*Mr. Merrey.* There is a provision there that refers to the duty of the company, about crossings and so on.

*Mr. Minard.* May I inquire whether the offer of those in evidence is simply to show the duty, or to connect up the plaintiff's case. If so the Union Railroad should come in too. They are as important a factor as any other.

*Mr. Merrey.* Are they a special incorporation?

*Mr. Minard.* Yes.

*Mr. Merrey.* They are offered to show the duties which were put upon these two railroad companies by that charter. We will claim that it is still upon them, or their lessees.

*Commissioner Donges.* They will be admitted.

*Mr. Merrey.* There is another provision in the answer which states that certain of these crossings have been put across the tracks after the railroad was laid out and it doesn't specify

which. I ask the commission to direct the amendment of that.

*Commissioner Donges.* Which paragraph is that. I presume it is paragraph twenty-four?

*Mr. Hobart.* Twenty-four, I guess.

*Mr. Minard.* Yes.

*Mr. Merrey.* I ask that the company state particularly what crossings they refer to.

*Commissioner Donges.* These are the paragraphs you have in mind (indicating).

*Mr. Hobart.* May I make a suggestion in that respect: I suppose the records of the city will show what is the fact; they may be in the records.

*Mr. Merrey.* The records prior to 1902 were destroyed by the fire.

*Mr. Minard.* So were ours. Our records were in Paterson.

*Mr. Merrey.* The railroad company didn't burn up.

*Mr. Minard.* No, but the records did.

*Mr. Merrey.* The Paterson & Ramapo Railroad?

*Mr. Minard.* The Paterson & Ramapo and Paterson & Hudson River; our records were there too.

*Commissioner Donges.* I think, in view of the allegation of Mr. Minard that there are certain crossings that this company ought not to be required to pay the cost of altering the grade, because they were subsequent to the construction of the railroad, puts an obligation on you to point out which crossings they are. You say in your answer; subsequent to the construction and commencement of operations of said railroad certain crossings were laid out, and that as to these crossings the said Board of Public Utility Commissioners is without jurisdiction to order respondent at its own expense to alter or change the

grade thereof, or to construct another crossing in the place or stead thereof not at grade; without pointing out which crossings they are.

*Mr. Minard.* The form of this answer was drawn for the purpose of conforming with this board's rules; that conforms and is a denial. It wasn't drawn with the idea of assuming the obligation of proving the plaintiff's case.

*Commissioner Donges.* No. As you deny and assert there is no obligation necessarily upon your company to do the things that the petitioner asks to have done, because of some circumstances within your knowledge, you ought to point out the fact you rely on to relieve you.

*Mr. Minard.* Should we point them out now, or should it be part of the proof to sustain the allegations of the answer?

*Commissioner Donges.* That allegation points it out and your proof sustains your answer.

*Mr. Merrey.* There should be positive direct denial of the matter. You are really putting up a new matter in one sense.

*Mr. Minard.* Our facilities for ascertaining the facts are perhaps as good and no better than Mr. Merrey's; while I haven't any hesitancy in saying in producing our case we naturally will attempt to prove our allegations there. In order to prove that we would probably have to make the necessary allegations or get the best evidence possible before the board.

*Commissioner Donges.* I think your answer should state which of the crossings come within this class according to your view.

*Mr. Hobart.* Whatever this board rules we will try to comply with.

*Commissioner Donges.* Your amendment should be amended to point out that specifically.

*Mr. Minard.* It will have to be a sort of deduction. We will do it as soon as we can.

*Commissioner Donges.* In ten days?

*Mr. Minard.* I don't know. We will try to do it in ten days, but I wouldn't give any assurance that we would.

*Commissioner Donges.* Suppose we say ten days; if you find you can't do it you may advise.

*Mr. Merrey.* Do you know the streets yourself?

*Mr. Minard.* I know as Mr. Merrey knows, without being able to sustain it with proof. I assume what you want to know is to know. I am only guessing at it. We are not setting forth any guesses in our answer, that is the difficulty.

ANDREW F. McBRIDE, sworn on behalf of petitioner.

*Direct examination* by Mr. Merrey.

Q You are Mayor of the City of Paterson?

A Yes, sir.

Q How long have you been mayor?

A Five years and ten months.

Q And you are a practicing physician?

A Yes, sir.

Q Did you hold any official position before that of mayor?

A Yes; county physician for eleven years.

Q That was just previous to your becoming mayor?

A I resigned the office to become mayor.

Q You became mayor in 1907?

A 1908.

Q Eleven years previous to that time you were county physician?

A Yes, sir.

Q What were your duties as county physician?

A Why, to investigate all sudden deaths, or deaths without medical attendance or deaths under suspicious circumstances.

Q How long have you been a practicing physician?

A Twenty-five years.

Q Where has your practice been?

A Paterson, N. J.

Q In the course of that practice do you go throughout the city frequently?

A Yes, sir; every day.

Q And what parts of the city do you cover?

A The entire city and most of the County of Passaic, with the exception of Passaic city. I frequently go through Passaic city.

Q What do you use now for getting about?

A A car.

Q An automobile?

A Yes.

Q How long have you been using that?

A Nine or ten years.

Q And before that how did you get around?

A A carriage.

Q Now, do you pass any of the crossings of the Erie Railroad?

A I do.

Q In your work?

A I do.

Q How often?

A Why, many times a day.

Q Tell us anything you have observed at the Market street crossing in the way of impeding travel?

A Why due to the passage of trains there, both passenger and freight trains and switch trains, I notice that the traffic is impeded there very much.

Q Can you give us any description as to just how it is impeded?

A The gates are lowered when the trains pass and that necessitates traffic being obstructed.

Q Have you passed it and noticed any number of vehicles held up?

A Yes.

Q And pedestrians?

A Yes.

Q How many about?

A I never counted the number; sometimes there are more than others. I have noticed as high as (this is a guess, of course) as many as twenty vehicles on both sides of the tracks and a great number of people; how many I don't know. It may be fifty or sixty.

Q And trolley cars delayed?

A Yes, sir.

Q Taking up the other crossings; you use Madison avenue?

A Yes, sir.

Q Do you find any delay there?

A Yes.

Q Have you been delayed?

A I have, frequently.

Q Clay and Straight streets?

A That is a bad crossing. Two streets come there, Straight and Clay meet at the crossing, practically; almost meet.

Q You say it is a bad crossing; what do you mean?

A Coming from the southwest, crossing Straight street, you find it obstructed by the rolling mill; on the left hand side by a coal yard and material yard.

Q Can you see any distance along there?

A Not on that side.

Q There is a curve in the railroad track?

A Yes, the other side is Lambert's mill.

Q Cedar street, do you use that?

A I do, frequently.

Q Have you found much delay there?

A Yes.

Q What is the character of the crossing, as to danger?

A Why, it is a very dangerous crossing. There are a number of tracks for freight cars, the Erie freight station is located at Cedar street and Rail-

road avenue on one side; then your view is obstructed by the great number of freight cars there are. There is a yard there that they load and unload. You can't see unless the track is cleared; these freight cars are on one side. On the south side your view is obstructed by the presence there of the freight station.

Q You find it dangerous in crossing at that point?

A I have always been very careful of the danger. On the other side is the Paterson Brewing Company and McNab & Harlin foundry on the other side to obstruct the view. The street is narrow there, too.

Q You use Ellison street?

A Yes, sir.

Q What is the condition there?

A That is a bad crossing; I mean bad as far as danger is concerned. Those buildings are close up to the track. The Laffray & Herman Company is on one side, a concrete building occupied by Riley, a harness firm there. That is the east side of the track. On the west side of the track you have a lumber yard on one side and an express company.

Q These buildings are close to the track?

A Yes, sir.

Q The main track?

A Yes, sir.

Q Van Houten street?

A That is dangerous on account of the buildings close to the track on one side and dwelling houses with a long high wall on the other side; and Robin's mill on the other side; a flat on the other side.

Q Broadway?

A Broadway is, likewise, dangerous. You have a brewery on one side close to the track and the old Gilsey on the other side, this side of the track; and the east side is also close up.

Q Have you seen traffic delayed at that point?

A Yes.

Q What is the great bulk of the traffic at that street?

A Vehicles, trolley cars, pedestrians.

Q The Fair street crossing?

A That is likewise a bad crossing. There is a grade coming up Fair street crossing from the west. It is built up closely at the two sides.

Q Hamilton avenue?

A Hamilton avenue is a street likewise with quite a steep grade crossing from the west. That is built up by dwellings and a coal yard.

Q Lafayette street?

A Lafayette street is also a dangerous crossing. There is Smith's coal yard on one side and some buildings on the other side.

Q Franklin street.

A Likewise a dangerous crossing. There is a grade coming up from the west there.

Q Keen street?

A It is quite a dangerous crossing also. There is a feed store on one corner and a machinery shop on the other, and a mill on the other.

Q Warren street?

A Warren street is built up close to the track.

Q River and Putnam street crossing?

A That is a bad crossing. It is one of the main avenues in our city. It is a double crossing.

Q It is a crossing at a diagonal?

A At a diagonal.

Q It makes a very long crossing?

A A very long crossing.

Q Is it your opinion traffic is impeded on all the crossings?

A It is.

Q And they are all dangerous?

A Yes, sir.

*Cross examination* by Mr. Hobart.

Q Doctor, these various observations you have referred to at the different crossings are all shown on the map prepared by the city?

A I haven't examined them.

Q You haven't examined the maps?

A I have seen them; I haven't examined them at all.

Q Maps have been prepared by the engineering department which purport to show the different obstructions?

A I imagine so.

Q These several crossings which Mr. Merrey called to your attention, which are the most dangerous?

A Why, I believe at Straight and Clay streets is the most dangerous and the one at River street and Putnam street.

SAMUEL V. S. MUZZY, sworn on behalf of petitioner.

*Direct examination* by Mr. Merrey.

Q How long have you lived in Paterson?

A Sixty-one years.

Q You have been in business there and are now?

A Since 1867.

Q You are now President of the Board of Trade of the City of Paterson?

A I am.

Q And for some time back on the Grade Crossing Committee?

A Yes.

Q Did you take up the question with some of the officials of the Erie Railroad Company?

A I did.

Q With whom?

A With the vice-president, Mr. Stuart, was one, and the engineer, I have forgotten his name.

*Mr. Hobart.* I object to his stating evidence of taking up grade crossings with officers of the Erie Railroad. It is immaterial and has nothing to do with this petition.

*Commissioner Donges.* Is that along the same lines pursued at the last hearing?

*Mr. Merrey.* Yes, by Mr. Fitzgerald.

*Commissioner Donges.* What is the objection?

*Mr. Hobart.* It is immaterial. What possible bearing will it have, taking it up with officials of the Erie Railroad whose names he has forgotten, the grade crossings at Paterson. It has nothing to do with the question before the board.

*Commissioner Daniels.* May not it be the witness is acquainted with and confirms those who spoke on the subject?

*Mr. Hobart.* If that is the purpose, that, perhaps, is an entirely different purpose.

*Mr. Merrey.* I suppose it will go further; that is one of the purposes.

*Mr. Hobart.* I object now.

*Commissioner Donges.* The board will take the testimony.

Q Was a plan presented for the elimination of the crossings in Paterson?

A There was.

Q And did you discuss with the railroad officials whom you have named the advisability or necessity of eliminating those crossings?

A I did.

*Mr. Hobart.* I object to that on the same ground mentioned, and on the further ground there is nothing to show the gentlemen he discussed the matter with had any authority whatever to bind the company.

*Commissioner Donges.* Does it appear with whom it was discussed?

*Mr. Merrey.* I understood him to say the vice-president.

*Witness.* Mr. Stuart, vice-president, I don't remember the name of the engineer. It was informally three years ago, November, 1910, I think it was.

*Mr. Hobart.* This company is run by a board of directors.

*Witness.* The vice-president at that time, if you will pardon me —

*Commissioner Donges.* We will take the testimony.

*Mr. Minard.* I think this board knows very well the department in charge of the construction is not the vice-president's department; vice-president Stuart is an operating vice-president and has nothing to do with the construction department.

*Commissioner Donges.* We will take the testimony for what it is worth.

Q Did they express an opinion upon it?

A They did.

Q What was it?

*Mr. Hobart.* I object as immaterial and not binding on the company.

*Commissioner Donges.* It will be admittted.

A The vice-president of the road, taking the initiative in the answer, stated he was well aware Paterson needed elimination of grade crossings. The road, the board of directors had requested the engineer and his corps of engineers to prepare maps covering the same; which were displayed to our committee. I was then acting chairman; one of the committee of the Board of Trade. We discussed this thing in a friendly way. There didn't seem to be any objection to the necessity of eliminating the grade crossings. In fact, they thought it would be a good thing for the city and a very good thing for themselves.

*Commissioner Donges.* Who expressed that view?

*Witness.* Mr. Stuart and the engineer both. I can't recall the name of the engineer.

Q Was it Allen?

A It was the gentleman who prepared the map for us. You were there at the time. It was the engineer at that time; he was the engineer; the first engineer. He was very glad we came there in this open way to discuss the thing. He finally said the only trouble in the way was we are unable to do it on account of lack of funds. He asked if we could provide money or the City of Paterson issue bonds of some sort, issue their bonds to provide money and we would be reimbursed in a number of years after. That was the proposition Mr. Stuart put up. It was simply tentative, of course, but it was so tentative, it was taken up considerably in the discussion. We couldn't do that. The city couldn't do that legally, so we dropped that. I merely mention that to show the disposition of the railroad. I think we have one or two people that will confirm what I have said. There was no objection; no discussion in regard to the necessity of it. Paterson was recognized as a city where the traffic was increasing every year and it is a manufacturing town where parts of our mills are located on one side of the track and part on the other, and the operatives have to travel back and forth frequently, six times back and forth to their mills; and the service is growing all the time. If you will notice the crossing at Broadway the east side of the track there is a hill; and there has been one or two serious accidents; I don't know whether anybody was killed; cars were smashed and gates smashed by the trolley coming down the hill and not under control. And that same condition exists at Market street where we have a larger number of people crossing the track and a

larger number of vehicles than we do at Broadway; but Broadway is equally dangerous; one of our principal streets. As the mayor said, River street is one of the most dangerous streets on account of the diagonal crossing, long crossing at River street; it intersects with a street, but a smaller street. All these conditions were set forth at the interview; which was most cordial. There wasn't an objection put forth; there wasn't a stand taken by the Erie Railroad or the representatives that indicated they didn't think it was necessary, entirely necessary.

Q General, can you tell us which part of the City of Paterson has developed the most rapidly at the present time and some time back?

A Market street.

Q I am not meaning the business, but the residential section?

A Well, I should say Market street, residences too. Well, I don't know; out on the east side, of course, Broadway is growing—in fact, the three streets—River street crossing.

Q Not referring to the crossings, but the section of town that is growing, increasing in population?

A That is pretty hard to tell. It is the east side of the city, but that covers three streets.

Q The business center is on which side of the railroad?

A On the west side.

Q Did you notice whether the traffic is increasing or not over these crossings you use?

A Yes, sir.

Q Which crossings do you use most frequently?

A I am living in Passaic for the last few months. I did use Broadway for thirty or forty years, but I still see the crossing over Market street. I usually come in on the Erie and get there at 9.30. I see them every day; but I cross them quite frequently.

Q You say there is an increase in the use of Market street?

A Yes, decidedly.

Q Is that caused by the growth of the population on the east side?

A Yes.

Q And they have to cross the tracks to come to the business center?

A Yes.

*Cross examination* by Mr. Hobart.

Q When was this interview you had with Mr. Stuart and this unknown engineer?

A I am under the impression it was in 1910, November, our secretary, who is here, can furnish that date.

Q About three years ago?

A About three years ago, yes.

Q At that time I understand the matter was suggested by the Board of Trade, or by you as representative of them that the city might be willing to contribute to the expense of eliminating this grade crossing?

A Yes.

Q Did you get to the point of any amount of money the city would contribute?

A I think our mayor said, we were so earnest in the matter, that we considered 15%.

Q Is that all?

A No, we wouldn't go 25%. Personally I said I would favor as high as 25%, but the mayor said no, he wouldn't stand for that.

Q You say 25% even now?

A I think life is dearer to the community than money; yes. Personally, yes, but as long as—

Q As long as the company must pay it all, you would rather have them do that?

A They are big enough to pay it all. They ought to be big enough to pay it all.

Q Have you in mind what cost your committee suggested to the president, the figures discussed?

A At that time Mr. Stuart had these plans and the engineer said it would cost $1,200,000.

Q Covering what streets?

A I think it included River street, I think that was the last street.

Q River street to the north?

A River street to the north. I don't know whether it was Madison avenue or Straight; I think Straight street, and concluded at River. The plans are here.

Q Those will show?

A Those will show; those ones I refer to.

Q Do you recollect, General, if there was discussion at that time relative to two sections or series of grade crossing to be eliminated?

A I think they were; two plans submitted. I think they were alternative plans.

Q Which one of those figured this $1,200,000 referred to?

A The one I stated. I am not sure about that. The plans will show. The figures were on the plans, I think.

Q You have referred to a number of manufacturing plants which are on both sides of the railroad tracks, and which you say operatives go back and forth over the tracks. Do you recollect the names of some of them?

A Yes. On the east side of the track—well, I don't know exactly the operatives, I will mention the names of the concerns.

Q Maybe we can save time by showing you the list that was given in paragraph twenty-one in the answer filed of the Erie Railroad Company. Just look at that and see if that shows the plans as far as you recollect?

A Leslie Elliott Company, east side of the track; Cook Locomotive Works, west side of the track of Madison avenue; Passaic Steel Company, west side of the track at Straight street. I don't remember where McDonald or Zabriskie are, Commercial Lumber & Mill Work Company, I don't know them. C. Kelly, west side of the track. Standard Oil Company, west side of the track. I don't know whether it is necessary to go on with each one.

Q No, don't go in detail. After looking over the list you can state generally that all the various industries are located on either side of the track.

A Yes, they vary; John Agnew, west side; Samuel Smith & Sons, west side—

Q Nearly all of them have connections with the railroad tracks?

A No; I don't think all of them do.

Q Most of them do?

A I couldn't tell you that.

Q Some of them do?

A Yes.

*Re-direct examination* by Mr. Merrey.

Q There are many industries besides these of large size in the City of Paterson, are there not?

A Yes.

Q I believe you had a bill prepared for the elimination of the grade crossings, your grade crossing committee?

A Yes.

Q It was introduced, wasn't it?

A Yes.

Q What year was that?

A I think it was the session in 1911; it just followed after this interview in New York.

Q At the time what is known as the Pierce Bill was introduced?

A 1912.

Q Your committee attended a hearing, didn't they?

A Yes.

Q Did that say the city was willing to take a portion of the cost?

A Yes.

Q What was that portion?

A 15%. That didn't apply to the provisions of the Pierce Bill; I think it was 25%.

Q 15%.

A Was it 15%? Where was the 25% mentioned?

*Mr. Minard.* I think the General refers to the bill of 1910; 35% and 65%.

*The Witness.* No, that was before. I remember that bill.

Q The position of the city was it was willing to pay 15% in order to have the thing done properly?

A Yes.

Q That was the position of the Pierce Bill?

A Yes.

Q Which allowed the city to make an agreement with the railroad company?

A Yes.

*Re-cross examination* by Mr. Hobart.

Q Is that the bill, general, which was set aside by the courts, on account of some blunders of the Governor or the people at Trenton?

A I think it was the Pierce Bill that was sent to the House; the one you refer to that was set aside.

Q You referred to some accidents, having in mind particularly some trolley accidents?

A Yes. I don't think they were attended with loss of life; but the cars were smashed and the gates were smashed. I merely mentioned that to show it was dangerous down hill.

Q Because the cars were smashed going through the gates after the gates were down?

A Yes. If the grade aspect had been eliminated there wouldn't be any possibility of the accidents if an imbecile went on there.

Q If the motorman had controlled his car there wouldn't have been any accident?

A All human nature, you have to guard against that.

Q (*By Mr. Gilmour.*) I want to know what you know about those accidents; whether you saw the accidents or saw the cars?

A I read the papers. It was authentic.

Q (*By Mr. Merrey.*) What prompted the Board of Trade to take up the grade crossing matter?

A The accident at Broadway crossing, Mr. Fronick; two were killed at that time. I don't think in a trolley car.

Q (*By Mr. Gilmour.*) Wasn't it in an automobile?

A Yes.

Q Isn't there a derail at that crossing?

A Yes. I don't care what crossing you take; how many gates you put there; two were put at my suggestion at the Broadway crossing; still it is dangerous there and it is only the elimination of the grade crossing—

Q I am not speaking of the crossing itself, the crossing danger. I am objecting to the statement that the operation of our railway is careless.

A No; I don't say that. I think you are careful; but beyond that, you can't be careful enough. It isn't in the power of human to guard against that, because there is a hill and sometimes it gets beyond the control of the railway.

Q (*By Mr. Merrey.*) You said there was an accident and that Mr. Gilmour's railroad was careless, you didn't mean the trolley?

A Yes.

Q (*By Mr. Hobart.*) Do you think the railroad is careless?

A I think the railroad exercises due care under the circumstances. In exercising due care it becomes a great nuisance to the community.

*Commissioner Donges.* How?

*Witness.* Six miles an hour going through the town. The last year or two since the accidents have occurred they have been reducing the speed materially.

Q You think an order of this board operates as a nuisance to Paterson?

A Not because they obey the board, but the results obtained by obeying the board.

*Commissioner Donges.* In what manner is the nuisance created?

*Witness.* It takes that longer to get to New York and the gates are down now. I think, when a train is at Broadway or Fair street, the gates are put down on Market street and people wait and wait and wait two or three minutes before they can cross when a train isn't in sight. That is a necessary precaution. Notwithstanding that, when the gates are down, some people run under the gates. They are not stopped by the flagman; I presume they have instructions they rely on the notice that no person should not go there. They do go there. If the grade crossing is eliminated they couldn't go there; it would be impossible. We want to make it so safe that a man who is an imbecile going on the street couldn't be run over.

WILLIAM WIEDA, sworn on behalf of the petitioner.

*Direct examination* by Mr. Merrey.

Q Mr. Wieda, how long have you lived in the City of Paterson?

A Nineteen years.

Q What business are you engaged in?

A Retail and manufacturing confectioner.

Q Where is your place located?

A 210 Market street for the last three years; before, 212 Market street.

Q Near the Erie Railroad?

A About 500 feet from the crossing.

Q Are you connected with some board or association there?

A The Market street Business Men's Association.

Q Are you president of that organization?

A Yes, for the last four years.

Q Have you given any attention to the question of the elimination of the grade crossings in the City of Paterson?

A Yes; from time to time and almost every day on account of the danger and also for business purposes.

Q Do you use any of these crossings?

A I use the Market street crossing sometimes four or five times a day. Then again four or five times a week only. Years ago I crossed it at least three times a day, because I used to live on the other side of the railroad.

Q Is the railroad crossing in sight from your place of business?

A Yes, sir.

Q Can you tell us whether the traffic has increased at Market street or not?

A The traffic at Market street is increasing constantly. To find out the number of people passing a given place I employed a man about four years ago and had him count the people.

*Mr. Hobart.* I object to what the witness heard a man say.

*Commissioner Donges.* He ought to confine it to his own knowledge.

Q You have nothing but your impression from daily observations of the street?

A That is all.

Q What is your impression as to whether it is increasing or not?

A It is constantly increasing on account of the growth east of the Erie Railroad. The population is growing constantly, building up, the whole section is building rapidly in the last eighteen years; building every day.

Q You have noticed that growth yourself, have you?

A Yes, business has increased on Market street; the merchants have increased on Market street and the rent has tripled in the last ten years.

Q The section on Park avenue just opposite the railroad, has there been much increase in houses?

A Yes, sir.

Q What is the character of those houses?

A Tenement houses and apartment houses.

Q Many of them?

A Yes, three blocks I believe, both sides of Park avenue; where there used to be small one-family houses before the fire.

Q Do the people from those houses use the crossing?

A They have to; it is the only way to cross them.

*Mr. Hobart.* No questions.

JAMES E. TAYLOR, sworn on behalf of the petitioner.

*Direct examination* by Mr. Merrey.

Q Are you a street commissioner in the City of Paterson?

A Yes, sir.

Q How long have you been employed there?

A Two years, five months.

Q Have you had any occasion to observe the railroad crossings running from Madison avenue to River street?

A Yes, sir.

Q The count of persons going over the crossing was made under your direction?

A Yes, sir.

Q From your own experience—do you use the crossing?

A Yes, sir.

Q Which one?

A I use them all.

Q Do you find any delay or impeding of traffic at these crossings?

A Yes, sir.

Q Much?

A Well, a great deal.

Q Can you tell us which crossing there is a great deal of traffic impeded?

A Straight street and Market street I noticed it most.

Q Broadway?

A I haven't noticed Broadway so much.

Q River street?

A River street.

Q How are these crossings paved for the traffic across them?

A Part isn't paved at all; only just alongside the railroad.

Q You have a great deal of trouble about that?

A Yes, I have noticed them.

Q How is the traffic taken across, on planking?

A Yes.

Q Are any of the crossings not planked?

A Yes.

Q I mean that have something else besides planking?

A Straight street.

Q Is this planking changed frequently?

A Yes, I think they have changed it on the course of two years.

Q Which one?

A Most all of them; I went over them. They have replaced the old planking.

Q That caused delay while they were doing that?

A Yes; they had a permit to block the street.

*Commissioner Donges.* Do what?

*Witness.* Block the street; shut off the street.

Q Can you tell us how often that is done, planking?

A It has been done once this year. That is when they were changing rails, putting in heavy rails.

Q Can you tell us which is the most dangerous of these crossings in your observation?

A I think Straight, the intersection of Straight and Clay.

Q Why, what makes you feel that is the most dangerous?

A The most accidents happen there and they hold them off longer. People going to the mills from the west side run in under and between freight cars when they are doing their switching there. There is times when they hold them up ten minutes at the Straight street crossing. Generally it is around noon time or morning when people are going to and from work.

*Cross examination* by Mr. Hobart.

Q Mr. Taylor, how long have you been a street commissioner?

A Two years, five months.

Q Referring to the new planking on Straight street; when was that put down, do you remember?

A No; I think it was along this spring at the Straight street crossing.

Q When was the last time before that any new planking was put there?

A I don't remember; about one year. That was done twice since I have been in there; most of the paving in between the tracks on Straight street crossing.

Q They were changing the rails at that time, putting in different rails, heavier rails?-

A They changed the rails this year.

Q That was the time they changed the planking?

A Yes, sir.

Q You spoke of the crossing at Straight and Clay streets.

A They are two crossings, Straight and Clay streets.

Q Really it is only one crossing?

A No, two crossings. We say that is the most dangerous, Straight and Clay street crossing, on account of the switching engines switching in there.

Q You spoke of accidents happening there?

A Yes.

Q Did you ever see any?

A Yes, sir.

Q How many?

A One. I stood right there and seen it.

Q When was that?

A Along this summer some time.

Q Do you remember the name?

A No, I don't know.

Q Was it a man or a woman; tell us about it.

A No; I ain't sure whether it was a man or a woman. I come in there after the accident occurred. I didn't stop to look at it at all; I went right along.

Q What did you see of it?

A Just seen there was an accident there.

Q Do you know whether the injured person dodged under the gates?

A I think he dodged in between cars on account of the switching.

Q While the cars were moving?

A I don't know; switching there all the time. The cars must have been moving or he wouldn't have got caught.

Q You spoke of some count made under your direction; a count of the number of people?

A Yes.

Q What streets?

A All the streets.

Q Referred to in this proceeding?

A From Madison avenue to Fifth avenue.

Q When was it made?

A The first part of the summer.

Q Who was the man that made it?

A Dunleavey, Kane, Flynn, O'Rourke, Crooks and Owrey.

Q Are they here to-day?

A No.

Q (*By Mr. Merrey.*) They testified last week?

A Part of them were here.

Q (*By Mr. Hobart.*) Part, not all?

A I think there was four last week.

Q You spoke of being held up ten minutes one time?

A Yes. I wouldn't say positively; I have been held up ten minutes at Straight street.

Q On what day?

A I couldn't tell you the date or time; frequently.

Q Once?

A Most every noon time I am held up at Market street three or four minutes.

Q Let us stick to Straight and Clay streets; when was you held up there ten minutes?

A I couldn't say just when it was.

Q Were you ever held up ten minutes?

A I think I was.

Q Can you give me an idea when it was?

A No, I go over there so often.

Q You didn't hold a stop-watch to see how long you were held up?

A No. After I had been there three or four minutes I pulled out my watch, and after that it was, say, five minutes.

Q That isn't ten minutes.

A I say five minutes, but it had been four or five minutes before that.

Q One particular occasion do you remember doing that?

A Yes.

Q Is that the only one you remember?

A I never pulled out my watch before.

WILLIAM WIEDA, re-called on behalf of petitioner.

*Direct examination* by Mr. Merrey.

Q Did you ever time the delay at the Market street crossing?

A Yes, I did.

Q How long were you delayed?

A The longest time was four minutes.

Q And when was that?

A About four weeks ago, one noon. The condition was that the train was coming in from New York that brings some express along. That train came in; another switch engine went up on the other track and then the next switch engine came in to get the car from the train further west, and when that switch

engine pulled in front of Market street the train went west by Broadway and the freight was sighted and the passenger train, and then four minutes' time elapsed and the gates were down.

*Mr. Hobart.* No question.

*Mr. Merrey.* That is all I intend to offer outside of Mr. Maybury's testimony.

*Mr. Hobart.* I don't care to go ahead with our case until the city is finished.

*Mr. Merrey.* The matter Mr. Maybury will give is merely that which he is required to give as part of the commission.

*Commissioner Donges.* Mr. Maybury is really not a witness of the municipality.

*Mr. Hobart.* I understand he is going to call him as a witness.

*Commissioner Donges.* The board always prefers that its engineers and inspectors shall be, if called to testify, put on the stand as employees of the board and at the board's direction; so Mr. Maybury, if called, he will be called at the instance of the board and you may proceed then, if you choose, on the assumption that the municipality's case is closed.

*Mr. Hobart.* Of course, the board knows the testimony Mr. Maybury will give, and I would like to know what that is before we proceed.

*Commissioner Donges.* I don't know. Mr. Maybury may or may not be called. I would say that it wouldn't be prejudicial to your rights.

*Mr. Hobart.* May I make another suggestion. Of course, I don't represent any of the gentlemen or companies that are named in the answer to whom the board is going to send notice of the hearing. It occurs to me those gentlemen should be present when the testimony is given. Their interests are seriously affected.

*Mr. Merrey.* The principal thing that I shall ask from Mr. Maybury is to produce before the

board its records which, I believe, he is in charge of, of accidents at these crossings.

*Commissioner Donges.* The reports?

*Mr. Merrey.* Yes.

*Mr. Hobart.* That is very important. We want to know what they are.

*Mr. Sommer.* You know. They are the ones you made to the board.

*Mr. Hobart.* I don't know which Mr. Maybury will put in.

*Mr. Merrey.* All the crossings called for. I may say it is impossible for us to get a complete list of the accidents at these crossings except as to those the board has. We have a record of the number of deaths at those crossings, but we can't get you the information concerning them.

*Commissioner Donges.* Your case is closed with the exception of producing the report of the railroad company made to this board.

*Mr. Merrey.* Yes.

*Commissioner Donges.* Of accidents at these crossings.

*Mr. Merrey.* Yes, sir.

*Mr. Minard.* May I suggest this to the commission: This commission has powers to issue subpoenas *duces tecum*, and the complainant can have those at any time they want it. So his case is never closed. They never asked us.

*Commissioner Donges.* Those records are in the control of this board, but the board of course would request them to be produced; no subpoenas would be necessary.

*Mr. Minard.* I wouldn't say definitely, but I think our people would produce them if they asked for them.

*Commissioner Donges.* Of course, the records of this board are open to any one. Are you ready to proceed?

*Mr. Hobart.* No, sir, I am not, especially in view of the fact that these other parties will be brought in. Of course, that is only a suggestion. I don't appear for them in any way. If I may make the further suggestion; it would facilitate the entire matter if Mr. Merrey undertook to close as far as he is concerned, and knowing, exactly that the purpose is of putting it is, we can be prepared with that feature, and other lines.

*Commissioner Donges.* Mr. Merrey has closed. The board will, of course, order the production of the reports made to it. As far as the testimony, I understand Mr. Merrey to say, on the part of the municipalities, that is closed.

*Mr. Merrey.* Yes.

*Commissioner Donges.* Couldn't you meet the specific contents of the reports?

*Mr. Hobart.* No, sir.

*Commissioner Donges.* There seems to be no reason, if you are ready, why you shouldn't go on.

*Mr. Merrey.* All I desire is to get into this particular record the records the board had as to the conditions of the crossings, the classification, and so on, so we may have them.

*Mr. Hobart.* We are not prepared to go on to-day.

*Commissioner Donges.* Adjourned until Thursday, December 4th, at the Chancery Chambers, Jersey City, at 10.30 o'clock A. M., with the understanding that if the case is not closed we will on Friday devote as much time as possible to it.

## FOURTH HEARING.

## BOARD OF PUBLIC UTILITY COMMISSIONERS

Jersey City, N. J., Thursday, December 4, 1913.

PATERSON GRADE CROSSING ELIMINATION, ERIE RAILROAD.

Before Commissioners Donges, Hillery and Daniels. F. H. Sommer, Esq., Counsel.

For City of Paterson appears E. F. Merrey, Esq., and R. B. Lewis, Esq.

For Erie Railroad Company appears G. S. Hobart, Esq., and D. E. Minard, Esq.

For Passaic Water Company appears Humphreys & Sumner.

For adjoining property owners appears W. B. Gourley, Esq.

For Paterson & Ramapo Railroad and president and directors of Paterson & Hudson River Railroad appears W. I. Lewis, Esq.

For D. Fullerton & Co., and Swift & Co., appears W. R. Hudson, Esq.

*Mr. Humphries.* I represent the Passaic Water Company, which has water pipes underneath every crossing mentioned in the petition, except one crossing. This company thought it was not necessary to file an answer; but on consideration thought it better to do so, in order that their rights shall be protected and that they should be permitted to testify if occasion required. It doesn't want to spend money under any law that is unconstitutional. I ask leave to file answer of the Passaic Water Company.

*Commissioner Donges.* Is there any objection?

*Mr. Minard.* No.

*Mr. Merrey.* No objection.

*Commissioner Donges.* Mr. Sommer?

*Mr. Sommer.* I would like to see the answer.

*Mr. Gourley.* If the commission please, I represent D. S. VanKirk, Paterson Brewing & Malting Company, John Agnew Company, Hermann Company, Jacob Meyer and DeVogel, McNab & Harlin, and James Wilson & Sons, Samuel Smith & Sons and Leslie Elliott Company, partners, Henry M. Post. I ask permission to file an answer for each of these in this case.

*Commissioner Donges.* Is there any objection?

*Mr. Merrey.* I want to ask whether there are a number of switch owners in a like position that you represent.

*Mr. Gourley.* There are some others. I represent Fuller's Express Company and Mills Company—

*Mr. Merrey.* Nelson Mills?

*Mr. Gourley.* Formerly Nelson Mills. I ask permission later to file an answer in this case. I would also like to file an answer for the National Silk Dyeing Company later. I have a formal answer here; I have some facts I want to verify.

*Mr. Lewis.* In behalf of the Paterson & Ramapo Railroad Company and of the president and directors of the Paterson & Hudson River Railroad Company I would ask leave to file an answer within ten days. Leave was granted to me in the Rutherford case last week. Now, in the Paterson case, I would like similar leave. I have given a great deal of time to the investigation of matters involved and of interest to the two companies and the relation to each other, and I have covered a period from 1831 down to the present. It required an examination of the various acts of the Legislatures that were passed from time to time and the proceedings in court and a multi-

tude of things, and I really haven't been able to intelligently consider and adjust it. I would like to have ten days in order to file my answer. I don't think it will occasion any taking of evidence. I think all the evidence will be put in that is necessary to be put in in this hearing without my answer. It is simply matters that involve the constitutionality of the law.

*Commissioner Donges.* Is there any objection?

(No response.)

*Mr. Humphreys.* In regard to the Passaic Water Company, Mr. Sommer makes no objection to our filing the answer.

*Commissioner Donges.* I understood that you may want to offer proof?

*Mr. Humphreys.* It is very doubtful; I think we will have no testimony; it is just possible.

*Mr. Gourley.* We will, of course.

*Commissioner Donges.* Your clients are all—

*Mr. Gourley.* Property owners, yes. I should say one or two of these—

*Commissioner Donges.* Your rights are subject to the testimony already taken.

*Mr. Gourley.* Yes. I haven't had a chance to read that. I want to say one or two are outside the immediate district affected, but the possible effect may be embraced within it.

*Mr. Minard.* I don't know as it is hardly fair to say that those people are bound by the testimony offered. They had no notice of these proceedings until the last hearing when it was decided to have notice sent them, and they are now here.

*Commissioner Donges.* I understand they were parties to it.

*Mr. Minard.* They were never parties until notice was sent out by the board at the last hearing. We gave the names in our answer.

*Commissioner Donges.* If they come now they must come in the proceedings at this time and be subject to the testimony already taken, Mr. Minard.

*Mr. Minard.* That may be true; it is a question whether they can be compelled to do that or not.

*Commissioner Donges.* Mr. Gourley said he was willing.

*Mr. Gourley.* I haven't seen the testimony. There may be something I wish to cross examine on.

*Mr. Merrey.* I don't see as that concerns him, the Erie Railroad Company, if somebody else doesn't have a hearing. I think it is up to the other people to make an objection; he is not called on to do so.

*Commissioner Donges.* That is true.

*Mr. Minard.* That isn't true. If these people come in as defendants to contest the constitutionality of this law and they subsequently contest it, we are interested in the result. That would result in a benefit for us as well as for them. We cannot say they are separate defendants and our rights are not co-related.

*Commissioner Donges.* You are not in a position to assert the other defendants may not come in and bind themselves by the proceedings already taken.

*Mr. Minard.* You are not in a position to say these people are separate defendants. They are people who should have been made parties in the beginning under the language of the act. If the petitioner failed to do it, they cannot possibly by any order of the commission, be foreclosed of the opportunity of putting in their case from the beginning even to hearing it all over again.

*Mr. Sommer.* We offer any witness that has been sworn for cross examination by these parties now coming in if they desire it.

*Commissioner Donges.* The commission would say, any person coming in now and being made a party, have that opportunity.

*Mr. Minard.* That is the only point I desire to make.

*Mr. Hudson.* I desire to file an answer for D. Fullerton & Company and later for Swift & Company.

*Mr. Minard.* I would like to see it.

*Mr. Gourley.* Some of my clients are abutting and some are not abutting switch owners.

*Mr. Sommer.* I should say there was objection to the answer of D. Fullerton & Company unless the board specifically passes on it. The last paragraph says: "D. Fullerton & Company reserve the right to more fully answer the petition filed herein."

*Commissioner Donges.* Do you desire to answer more fully?

*Mr. Hudson.* I do.

*Commissioner Donges.* Inasmuch as Mr. Lewis was given ten days to answer, if there is no objection, the board will entertain your motion at that time.

*Mr. Hudson.* I want, at that time, to file an answer for Swift & Company.

*Mr. Sommer.* Suppose you withdraw this and make an application for both parties, filing the answer in ten days?

*Mr. Hudson.* I have leave, in ten days, to file an answer of D. Fullerton & Company and Swift & Company.

*Mr. Sommer.* Yes.

I have no objection to filing the answers of Mr. Gourley if the city has not.

*Mr. Merrey.* I haven't any.

*Commissioner Donges.* What is your position, Mr. Gourley, in filing your answer in respect to the question raised as to whether your clients are injuriously affected by the failure to make them parties, I understand some of them were not when the proceedings were begun.

*Mr. Gourley.* Of course, we don't want to assent to anything done against us. At the same time we don't want to inconvenience the commission's activity. I haven't read this book (indicating). Permit me to reserve my reply until I read this book.

*Commissioner Donges.* The thought in the mind of the commission, if there is any question to be raised as to the effect of bringing in interested persons now as parties and objection is made later that the failure to bring those parties in works a hardship or injustice and was fatal to the continuance of this proceeding and the determination by this board, we want to meet that question as early as possible. If that question should be raised the board should meet it and pass upon it and do whatever is necessary to get the record in shape to go on.

*Mr. Gourley.* Notice was given to me to appear last night at eleven o'clock. We will be glad to help the commission and raise no technical objections at all.

*Commissioner Donges.* Judge Lewis, I think your client was given notice originally, that is to say, of the first hearing when notice was served on the other respondents.

*Mr. Lewis.* I believe not; I believe we were not distinctly informed.

*Mr. Merrey.* The companies were made parties to the city's petition by notice served upon the Erie Railroad, and they came in and disclaimed any connection with the other company.

*Commissioner Donges.* No notice was given to the president and directors, if that is the title, of the Ramapo Railroad?

*Mr. Lewis.* There is no alliance between the railroads.

*Commissioner Donges.* Do you contemplate raising the question in your answer of failure to give notice to your client?

*Mr. Lewis.* I can't answer that question now.

*Commissioner Donges.* What is the position of the Passaic Water Company?

*Mr. Humphreys.* The Passaic Water Company was made a party originally.

*Commissioner Donges.* And given notice?

*Mr. Humphreys.* Yes.

*Mr. Merrey.* I want to say this, the title of one company Judge Lewis represents was incorrectly stated. I think we called it the Paterson & Hudson River Railroad and the title is the President and Directors of the Paterson & Hudson River Railroad. I suppose there is no objection to the misnaming of it and we may correct it in the record.

*Commissioner Donges.* Judge Lewis says his client was not served with notice.

*Mr. Merrey.* There may be some question whether they were served or not. The secretary of the commission, in giving notice, didn't serve the secretary of the company.

*Mr. Lewis.* At 50 Church street.

*Mr. Merrey.* It was served on the office of the Erie Railroad Company and probably the service is not correct service. It was assumed the companies were allied and would not disclaim the alliance.

*Commissioner Donges.* The commission desires to have the record show just what the posi-

tion of the parties now answering is on the question, so as to know how to deal with it now.

*Mr. Lewis.* We wouldn't put the commission or counsel to any inconvenience in the introduction of evidence, subject to our rights if necessary to cross examine if it should develop later it is necessary.

*Commissioner Donges.* That opportunity will be afforded any person answering now and coming in. The question is whether it is necessary, in order that the proceeding go on, and examination be made that these parties should have had notice or waive it now.

*Mr. Lewis.* I think we can safely waive that.

*Commissioner Donges.* Mr. Gourley, will you give us an answer?

*Mr. Gourley.* I haven't read the testimony.

*Mr. Lewis.* I am in the same position as to that, but I think I can waive it.

*Commissioner Donges.* I would like the attitude of your client in respect to that question, Mr. Hudson?

*Mr. Hudson.* I feel I would like to go over that testimony first before being bound by that. I haven't any objection at this time.

*Commissioner Donges.* You say, being bound by it. You are not bound by any testimony; the only question is whether or not you now submit yourself to the determination based on the testimony heretofore taken. It is not sought to make that testimony binding on you, but simply whether you would claim it was fatal to the determination of this proceeding as your interests are effected by reason of the failure to have been made a party earlier in the proceeding.

*Mr. Hudson.* I do not have any intention of making it.

*Commissioner Donges.* Do I understand, Mr. Minard, the Erie Railroad does take that position, that the failure to give notice to these other parties—

*Mr. Minard.* No; the Erie Railroad takes this position; it hasn't any objection itself to this case going on, except that it wants to exercise its rights to see that the parties who come in later, because their contentions, if successful, would be a benefit to us and may save us damages which we, under the act, would otherwise be required to pay, that they ought to have at least the right to cross examine witnesses heretofore produced.

*Commissioner Donges.* Yes; but do you assert the failure to bring them in is fatal?

*Mr. Minard.* No.

*Commissioner Donges.* You agree the proceedings may go on?

*Mr. Minard.* Yes, certainly.

*Commissioner Donges.* As if they had been parties originally?

*Mr. Minard.* Yes; I assume they have the same privileges as we.

*Commissioner Donges.* Yes. The board gives any person brought in an opportunity to cross examine fully.

*Mr. Merrey.* The pleading was the service of the petition by the city and the answer; is that the end of the pleadings?

*Commissioner Donges.* Yes. I understand the petitions and answers are all that you are required to file by way of pleading.

*Mr. Merrey.* It is met usually.

*Commissioner Donges.* You mean as to whether there are amendments?

*Mr. Merrey.* Our amendment; may we reply to the answer?

*Commissioner Donges.* On application for a reply, you can. The commission will pass on any application.

*Mr. Merrey.* If the commission desire we should reply, we will do it. There is no set rule about pleading and whether we are entitled to the last say or not.

*Commissioner Donges.* Any matter raised in any answer that seems to call for a reply, the commission will give an opportunity for such reply.

*Mr. Minard.* I would like to offer the amendments which we were asked to produce.

*Mr. Merrey.* You were to give some information, Mr. Minard.

*Mr. Minard.* About what?

*Mr. Merrey.* Give us a history of the leases.

*Mr. Minard.* That will come along. Mr. Palmer will give you that.

*Mr. Sommer.* I think there was an understanding last time that we were to obtain from the files of the board the reports of accidents at these crossings and produce them. I have them here.

*Mr. Merrey.* Not only the accidents, but also produce the report of your inspector of conditions at crossings.

*Mr. Minard.* I don't remember any testimony of conditions at crossings. Only the reports, those reports where there were accidents at crossings.

*Commissioner Donges.* Reports filed by the railroad company with the board?

*Mr. Minard.* Yes.

*Commissioner Donges.* Whether or not all the reports of the company connected with these crossings were to be introduced, I am not clear.

*Mr. Sommer.* We were to produce them and they are here. If the board desires any testimony of preliminary investigation or classification, of course, Mr. Maybury is here. I can't take the position of offering it.

*Mr. Merrey.* The position of the board was Mr. Maybury would be called, it was preferred

he would be called at the instance of the board. We may proceed on the assumption the municipality's case is closed.

*Mr. Minard.* That was only for the production of those accident reports.

*Mr. Merrey.* No.

*Mr. Sommer.* That was as to a question of procedure; whether a subpœna shall issue for one employee of the board, or whether the board would voluntarily produce it.

*Commissioner Donges.* The board has no objection to Mr. Maybury testifying and will produce him at this time. Mr. Maybury will be called.

*Mr. Minard.* The commission will note our objection to any testimony at this time, except that provided at the last hearing, which were the accident reports. We object to any offer in their case now to produce material that was left out before.

*Commissioner Donges.* On the part of the municipality?

*Mr. Minard.* On the part of the petitioner. I don't know whether the petitioner is entirely the municipality or the commission.

*Commissioner Donges.* This proceeding is on the petition of the City of Paterson, not upon the initiative of the board.

*Mr. Minard.* I have considered the board a party.

*Mr. Merrey.* That is all we ask, the accident reports be produced.

*Mr. Minard.* We have no objection to that.

*Mr. Merrey.* I would like to say in cases of this kind where reports and schedules are produced, where they are short, they should be in the record, and the stenographer should put them in. I think our last summary, showing the use of the crossing was not put in the record.

*Commissioner Donges.* It was not read into the record?

*Mr. Merrey.* I think not. We put in the summary of the record made by the Board of Trade at four crossings and then afterwards we showed the count made by the City Street Commission. I think the summary was not in the record.

*Commissioner Donges.* There is no objection. It may be read into the record.

*Mr. Hobart.* That proof is already in. I think it was received as an exhibit.

*Commissioner Donges.* It is agreed it be read in and made part of the record.

*Mr. Merrey.* It was a summary of P-33, P-34, and P-35, and P-36, the result of that was one table, it was all consolidated in one table, so if we have a copy of that, it is sufficient.

*Commissioner Donges.* It is agreed now that letter be made an exhibit and copied in the record.

(Same is marked Exhibit P-43, as follows):

"The following is a report of the inspectors taking the record at the various crossings of the Erie Railroad:

| Date | Crossing | Trains E. | Trains W. | Autos | Wagons | Pedestrians. |
|---|---|---|---|---|---|---|
| March | | | | | | |
| 22 | Madison Avenue | 38 | 35 | 236 | 481 | 2,148 |
| 24 | Straight Street | 75 | 78 | 90 | 222 | 2,488 |
| 25 | Clay Street | 83 | 76 | 51 | 314 | 3,244 |
| 26 | Cedar Street | 33 | 35 | 16 | 251 | 3,151 |
| 28 | Market Street | 38 | 35 | 1,051 | 1,847 | 27,136 |
| 29 | Ellison Street | 65 | 50 | 22 | 524 | 3,822 |
| 31 | Van Houten Street | 51 | 46 | 273 | 450 | 3,608 |
| April | | | | | | |
| 1 | Broadway | 51 | 46 | 288 | 345 | 10,484 |
| 2 | Fair Street | 47 | 41 | 47 | 161 | 1,366 |
| 3 | Hamilton Avenue | 45 | 45 | 108 | 433 | 3,258 |
| 4 | River Street | 55 | 53 | 279 | 756 | 10,913 |
| 5 | Lafayette Street | 51 | 35 | 35 | 327 | 4,611 |
| 7 | Franklin Street | 64 | 56 | 7 | 91 | 1,188 |
| 8 | Keen Street | 60 | 53 | 28 | 131 | 1,367 |
| 9 | Warren Street | 57 | 53 | 48 | 115 | 1,520 |

*Mr. Hobart.* Mr. Maybury will state reference to the date, name of party and name of the street crossing?

*Mr. Sommer.* Yes.

Mr. Maybury produces from the files of the board telegraphic and written reports of accidents made by the Erie Railroad Company to the board in accordance with the rules of the board and will identify the telegraphic and other reports.

*Mr. Hobart.* I ask we have given the date, name of party and place, as shown by the report.

*Mr. Maybury.* December 11, 1911, Fifth avenue crossing, Paterson; employee of J. W. Ferguson & Company. April 18, 1908, Market street crossing; unknown man attempting to board train, killed. August 26, 1910, Broadway crossing, two killed, three injured; automobile accident. July 15, 1912—

*Commissioner Donges.* Just a moment. This accident of August 26, 1910. The report of the railroad company to this board showed there were two persons killed and three others injured?

*Mr. Maybury.* Yes. July 15, 1912, Clay street crossing, trespasser killed. The trespasser went under the gates when they were lowered, John Rooney.

*Mr. Sommer.* The statement which you have just made and the statements that you shall hereafter make are simply taken from the reports?

*Mr. Maybury.* Yes, sir.

*Mr. Sommer.* Of the company?

*Mr. Maybury.* Of the company, yes, sir. September 7, 1912, Keen street crossing; wagon damaged, Siboris Sinson and wife injured.

*Mr. Minard.* Can I make a suggestion as to that. The name is Libero Sansorie.

*Mr. Maybury.* September 18, 1912, wagon struck, Clay street crossing, Mendel Senanseheck, driver, killed. November 6, 1912, Madison avenue, wagon damaged, John Hamilton injured, one other occupant injured. March 24, 1913, Keen street crossing, James Eakins, pedestrian, killed. I presumed in the accidents in this case it covered simply between Madison avenue and River street and no other point on the main line of the Erie in Paterson.

*Commissioner Donges.* I don't know whether it would be limited.

*Mr. Minard.* This would be confined to the crossings involved, the reports should be.

*Mr. Maybury.* They are.

*Mr. Minard.* Fifth avenue is in there.

*Mr. Maybury.* That is the first street west of River street. I have others; I won't read them.

*Commissioner Donges.* These reports are to be marked as exhibits.

(Accident report, December 11, 1911, marked Exhibit P-44.)

(Accident report, April 18, 1909, marked Exhibit P-45.)

(Accident report, August 26, 1910, marked Exhibit P-46.)

(Accident report, July 15, 1912, marked Exhibit P-47.)

(Accident report, July 15, 1912, marked Exhibit P-48.)

(Accident report, September 7, 1912, marked Exhibit P-49.)

(Accident report, November 6, 1912, marked Exhibit P-50.)

(Accident report, March 24, 1913, marked Exhibit P-51.)

*Mr. Merrey.* These reports are the ones made by the company itself, and what period of time do they cover?

*Mr. Maybury.* A number of years.

*Mr. Merrey.* When do they begin? At the beginning of the original railroad commission?

*Mr. Maybury.* 1909. The original railroad commission started in 1907.

*Mr. Merrey.* Do you know whether they are confined to any particular kind of accidents?

*Mr. Maybury.* Yes, grade crossing accidents. And grade crossings only.

*Mr. Merrey.* Do they include those accidents where only property was damaged and life or limb not injured?

*Mr. Maybury.* No.

*Mr. Merrey.* They do not include those?

*Mr. Maybury.* There may have been several accidents along that line. We haven't asked for those reports unless the property damage was over one hundred dollars and happened on a grade crossing.

*Mr. Merrey.* Do you ask for reports or does the company make them in the first instance?

*Mr. Maybury.* They make them in the first instance.

*Mr. Merrey.* Do you investigate to find or do they make a report of all accidents?

*Mr. Maybury.* All accidents are supposed to be reported immediately by the railroad companies. If an accident should happen and not be reported by the railroad company, the probabilities are it wouldn't be investigated because that would be the only means of communicating accidents to the board.

*Mr. Merrey.* Are you certain now you have here all accidents that have been reported by the company since the beginning of the commission?

*Mr. Maybury.* No, I wouldn't say that.

*Mr. Merrey.* I would ask permission to have Mr. Maybury make a further search in this matter, because I believe there are many more acci-

dents that have happened, and with the privilege of suggesting dates so he may investigate his record to find if there are any further.

*Mr. Maybury.* May I ask a question: Mr. Merrey, just what kind of a report do you want? Suggest some you have the names of.

*Mr. Merrey.* For instance, I believe on June 6, 1909, a trolley car was struck at Broadway crossing by an approaching train.

*Commissioner Donges.* Mr. Maybury, have you thoroughly examined the records of the board to find all the reports made by the company?

*Mr. Maybury.* No, there may be several others that I didn't think were necessary.

*Mr. Merrey.* I have a list here which we believe is very incomplete, but it contains a report to the police department of a great number of accidents at these crossings in addition to the ones Mr. Maybury has stated.

*Commissioner Donges.* You now suggest that Mr. Maybury make a further examination?

*Mr. Merrey.* Further search, and I will give him whatever assistance I have in this report, to assist the commission in these reports.

*Mr. Maybury.* What I would like to know is whether these accidents are of a nature the board requires reports on?

*Mr. Merrey.* Some of them are—

*Mr. Hobart.* Before testimony is given on such a list I presume we will have an opportunity to examine it.

*Commissioner Donges.* I understand Mr. Maybury suggests, that is the assumption, that the record ought to disclose reports made by the railroad company of other accidents than those the records of which Mr. Maybury finds in the records of the board, so all he is now asked to do is to produce further records of the board.

*Mr. Hobart.* That have been reported?

*Commissioner Donges.* Yes.

*Mr. Merrey.* I think some may have escaped.

*Mr. Hobart.* I wanted to be sure his examination was confined to the records of the board.

*Commissioner Donges.* Yes, his examination is to be confined to the records of the board.

*Mr. Hobart.* I am informed by Judge Lewis this morning that two or three witnesses we expected to have here to-day are not able to testify to what we anticipated in regard to the operation of the Paterson & Hudson River and Paterson & Ramapo Railroad. It is a matter that concerns his client and also the Erie Railroad Company. But he does inform me that two or three are rather elderly gentlemen from Paterson, eighty years old and upwards, who will testify to the facts as to when the road began. I consider that an important matter from the standpoint of the Erie Railroad Company, at least. In view of the suggestion of Judge Lewis that these witnesses are aged and infirm, I make the suggestion that possibly Mr. Merrey, with the board's consent, will take their testimony with Mr. Brainard.

*Commissioner Donges.* I think a member of the commission had better be there.

*Mr. Hobart.* We can go to Paterson at some convenient time in the next few days.

*Commissioner Donges.* The board will make an effort to accommodate the infirmities of these witnesses.

*Mr. Hobart.* Would it be possible to mention any date now?

*Commissioner Donges.* Would Thursday be convenient for you to take the testimony of these witnesses at Paterson?

*Mr. Merrey.* Yes.

*Mr. Gourley.* Yes.

*Commissioner Donges.* Very well. At 11 o'clock, Thursday, December 11, at Paterson, City Hall, Paterson. If the other members are unable to be present, Commissioner Hillery will sit for the commission.

*Mr. Minard.* I am going to take the liberty of changing the order of our defense some on account of the necessity of releasing Mr. Sorensen; he is required in New York to-day.

*Commissioner Donges.* Very well.

A. L. SORENSEN, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q What is your occupation?

A Statistician of the Erie Railroad.

Q Are you chief clerk to the comptroller?

A Yes, sir.

Q Are you familiar with the records, figures, reports, and so on of that department?

A Yes, sir.

Q They pass through your hands, all of them?

A They do.

Q In fact, most of them are made up either by you or under your supervision?

A Yes, sir.

Q I show you a paper and ask you what that is.

A This is a statement of the Erie Railroad system, showing the percentage of return on the investment and property devoted to railroad purposes.

Q Begin on the top line and explain what that statement shows?

A The first line?

Q The dates up there.

A The dates show the fiscal year of the company from June 30, 1903, to 1913, inclusive.

Q The second line shows what?

A The second line shows the total operating revenue including outside or auxiliary operation, as it is sometimes called.

Q In other words, the total gross income of the road from operating properties?

A Total gross operating revenue; of course, we have other income.

Q That covers the various years you have mentioned?

A From 1903 to 1913, the year ending June 30th.

Q The next item?

A The next item shows the total operating expenses including expenses for auxiliary or outside operation.

Q The next item?

A Shows the net operating revenue left deducting the operating expenses from the operating revenue, which, of course, also includes outside operation.

Q The next item?

A The next item, taxes that are accrued for the various years shown.

Q The next item?

A The next item is the result after deducting the taxes from the net operating revenue.

Q And then you have the operating income?

A The operating income, yes, sir.

Q What did you do next?

A The next item we have the net of the debit and credit, net-hire of equipment, joint facilities, miscellaneous rent, and added and deducted, whatever the balance happens to be, with the operating income, which is the net operating income figure.

Q Wherever Dr. is marked that means you paid that out?

A We paid that much out in excess of the amount we collected.

Q For those purposes?

A Yes, sir.

Q From the net operating income with the net operation what was done?

A We took out the amount paid for lease of roads, not included above, and interest charges or obligations issued for railroad purposes only.

Q You get a result which is what?

A Get a result which represents the net income from railroad operating investment, which, divided by the total amount that is invested in the property, is a percentage of return on the investment in property.

Q 1913, the fiscal year, shows a net return of what?

A 1.3%.

Q 1912?

A .64%.

Q 1911?

A 1.37%.

Q And so on up the marks are all shown?

A Yes.

Q 1908 shows a deficit?

A .33%.

Q .33% deficit?

A Yes.

Q What else is in there? This is property investment (indicating), this line underneath net income from railroad operating investment is property investment?

A Yes, sir.

Q What is the last line?

A The last line shows taxes paid to the State of New Jersey for the years ending June 30, 1910, to 1913, both inclusive.

Q It shows an increase in those four years from $539,713 to $894,368?

A Yes, sir.

*Commissioner Hillery.* Why are they omitted for the previous years?

*Mr. Minard.* We didn't compile them.

I offer that statement in evidence.

*Mr. Merrey.* I object to it.

*Mr. Minard.* What is your objection?

*Mr. Merrey.* It is merely a summary of something we can't possibly investigate the truth of by cross examination. It is made up from a great many accumulations of figures that we don't know the truth of and have no means of finding out the truth of. It refers to property outside of the State of New Jersey and not connected in any way with the question before the commission. For instance, the property investment. Nobody knows what they mean by property investment. Nothing of this kind is explained. It is merely a summary which throws no light on this question; it is not a pertinent matter in here.

*Mr. Minard.* The Erie Railroad Company operates outside the State of New Jersey. Its treasury covers the entire system; we are simply laying our cards on the table before the commission to show whether we should be bled for $5,000,000 or $6,000,000 for crossing elimination or could, whether it is physically impossible to do the thing. We have a right to show that. There is nothing in that statement that Mr. Merrey cannot examine on cross examination. If he wants a trainload of statistics with the original data, it can be done.

*Commissioner Donges.* It will be marked for identification.

*Mr. Minard.* This is part of our defense.

*Commissioner Donges.* I understand. I think there are not sufficient facts to justify this being admitted.

*Mr. Minard.* Does the commission want all the details that is made from?

*Commissioner Donges.* To submit this it is necessary to submit proof to support this summary if it is called for.

Q Mr. Sorensen, are these figures taken from the records of the company?

A They are.

Q Are they all accurate?

A To the best of my knowledge and belief they are.

Q What is the basis of the figures?

A The figures are based on the report made to the Interstate Commerce Commission, Public Service Commissions of the various States, or the general records of the company itself.

Q Then, in other words, they are figures based on public reports?

A Yes, sir.

Q Which are available in the files of the commission's office or reports made from time to time by the railroad?

A They are all taken from public reports.

*Commissioner Donges.* You have examined the records and testify this is a correct summary of the record books and accounts?

*Witness.* To the best of my knowledge and belief it is.

Q (*By Mr. Merrey.*) Is this your work?

A This is my work.

*Commissioner Donges.* Did you make such examination and investigation as enables you to say this is accurate?

*Witness.* A man may make a mistake; that is why I say, to the best of my knowledge and belief it is accurate.

Q (*By Mr. Minard.*) Barring natural mistakes in addition or subtraction and based on the fact that

you are the chief statistician and have the responsibility for this work, can you or can you not say you rely on the accuracy of these statements?

A I rely on its accuracy.

Q (*By Mr. Merrey.*) What do you know of the property investment of the Erie Railroad?

A The property investment is taken from the general ledger of the Erie Railroad Company.

Q You don't know what the property of the Erie Railroad Company is, other than the figures which you have set forth here?

A We have no physical valuation, no, sir.

Q You don't know what the net return on the valuation of the property is?

A I can only say, from the records of the company, the property according to the books, that is a statement of fact. From the physical valuation I can't answer; we never had one made.

Q From your knowledge, was the sum of $364,000,000 ever invested in the Erie Railroad Company?

A The Erie Railroad is a re-organization. It is almost impossible to tell whether the re-organization, from the record, from the evidence, $364,000,000 is absolutely correct.

Q It takes that amount assumed as a valuation?

A No, I wouldn't say that.

Q You don't know whether those figures were ever based on any actual valuation?

A It is based on the re-organization of the Erie Railroad from the New York, Lake Erie and Western, account of additions and betterment, and betterments made since.

Q (*By Mr. Minard.*) That represents the amount the Erie Railroad was legally obligated to pay for taxes or interest?

A The property back of it is property assessed for taxation purposes.

Q (*By Mr. Merrey.*) As I get your answer to Mr. Minard the three hundred and sixty-four million, some odd thousand dollars, was the amount the Erie Railroad was bound to pay in interest charges, is that true?

A I believe you misunderstood the question. I believe Mr. Minard's question was that the amount we were obliged to pay in taxes. My answer was the property back of it was the amount on which we paid taxes, the assessed valuation of the property back of it and earnings and stock.

Q Do you know whether the property of the company is assessed at any such sum of $364,000,000 for taxation?

A I have no knowledge of the taxation value of the property.

Q Have you any knowledge as to what proportion represents stock?

A This is invested in the property.

Q Do you know which portion represents bonds and which stock?

A You mean which portion has been invested from receipts of sale of stocks and bonds?

Q Yes.

A No, I couldn't say that.

Q Some of it represents stock?

A Undoubtedly.

Q And some of it represents bonds?

A Some of it represents bonds, yes, sir, or received by capital invested.

*Commissioner Donges.* Does any of it represent property—what we term property—other than tangibles?

*Witness.* No, sir. Not to my knowledge, it does not. However, of course, there is the amount which we have in there, property investment for real estate which we get a real estate revenue from. I don't know whether that is pertinent to your question or not.

*Commissioner Donges.* What I want to know is whether this three hundred and sixty-four million odd thousand dollars is an estimate of the investment represented by the physical property, or whether it includes franchises or expenditures?

*Witness.* Intangibles?

*Commissioner Donges.* Yes.

*Witness.* No, sir, it only includes tangible property; not franchises.

Q (*By Mr. Sommer.*) Isn't it based in part, upon what was done in the re-organization?

A These figures are worked up from the re-organization. Of course, the valuation was placed on the road in re-organization and is included in this $364,000,000.

Q This basing figure you take as cost of re-organization was represented by what; securities issued?

A Securities issued.

Q Can you say whether the securities measure the valuation of the tangible property taken in re-organization or whether it measures the actual property and allowance for intangible element; can you?

A All I can say, the re-organization—we acquired through re-organization tangible property for which we presumably paid and did not pay for tangibles we did not receive.

Q But after all you started with the re-organization and you take the sum then expended, don't you, whether it represents bonds issued or stock.

A The cost.

Q And then, I take it, you have added from time to time, as the items of cost, something representing tangible property acquired. In other words, there doesn't enter into this, since the re-organization, any intangibles. Is that what you mean?

A That is correct.

Q Doesn't this sum represent the outstanding capitalization of the company with the exception of that property not devoted to railroad purposes?

A The total capital obligation and capital investment. I don't believe we have any—they are assumed to have respect for one another and it doesn't necessarily mean they have respect for one another.

Q That isn't answering my question.

*Commissioner Daniels.* Put it this way; what your aggregate capital obligation is, excluding duplication.

*Witness.* What the capital obligation is?

*Commissioner Daniels.* This aggregate of $453,000,000 is simply the summary of your property account?

*Witness.* Exactly, yes, sir.

*Commissioner Daniels.* And represents the aggregate of the property used in railroad operation?

*Witness.* According to our books.

*Commissioner Daniels.* Now then, as the return on that comprises the interest paid upon the bonds as well as what you figure your per cent. on property investment, would not that increase the percentage from 1.13% to something between three and four per cent.?

*Witness.* I beg pardon, I missed your question.

*Commissioner Daniels.* I will repeat. The rate earns enough to pay over $10,800,000 in interest?

*Witness.* Yes, sir.

*Commissioner Daniels.* And in addition to paying interest and operating expenses there is here figured a net income of over $5,000,000?

*Witness.* Yes, sir.

*Commissioner Daniels.* So that $10,862,000 and $5,112,000 are both net earnings from this

railroad property. You earn the interest to pay as well as what you have over the interest.

*Witness.* Here is the figure.

*Commissioner Daniels.* That would be $15,000,000.

*Witness.* That is what we earn from operation.

*Commissioner Daniels.* From net operating income.

*Witness.* We have to pay the leased roads; we have to pay interest charges on the property; then we get down to the figure which leaves us $5,000,000.

*Commissioner Daniels.* I understand your residue is $5,000,000. My point is the net earning is $15,000,000.

*Witness.* Operating income.

*Commissioner Daniels.* And the net property investment $453,000,000.

*Witness.* Yes, sir.

*Commissioner Daniels.* There the per cent. would be between three and four per cent. upon the value of your property account.

*Witness.* To pay interest charges, lease of roads, dividends, permanent improvements, out of income.

*Commissioner Daniels.* Which are not calculated in that?

*Witness.* Yes.

*Commissioner Daniels.* If you pay the stipulated interest you have one and a fraction per cent.?

*Witness.* To improve your property and pay dividends.

*Commissioner Daniels.* Whatever you do with it. Isn't this fair: Both the interest you earn and pay as well as the residue left over, both jointly represent the earnings you derive from

your property; not the earnings to you, but the earnings to the security holders as a whole.

*Witness.* This amount is left to pay the other roads for lease of their roads, to pay security holders, and improvements on your property, which are not repairs, and such items as that.

*Mr. Merrey.* The board and we look at railroad property irrespective of who owns it; whereas the witness is looking at it as an individual corporation. He wants to disassociate it from the Erie Railroad.

*Commissioner Daniels.* Forget for the moment the bondholders as creditors. Regarding them as security holders of this system and shareholders, although they don't get any dividend, they are security holders.

*Mr. Minard.* We can't do that; it is physically impossible. We are legally bound to pay and haven't any money left to deal with the matter. When we are through we have one and a fraction left.

*Mr. Merrey.* We don't regard the security holders or stockholders. We are looking at the property as bondholders. It makes no difference where it hits or whom.

*Mr. Minard.* We are looking at it from the standpoint of the one who pays the bills. Not the one who is bleeding us.

*Commissioner Daniels.* The bondholder is the security holder technically and legally. I assume the bondholders and stockholders are both security holders, for the purpose of that classification (perhaps not legally), you show here earnings to pay three and four per cent. to the aggregate security holders.

*Mr. Minard.* This statement shows on the legal obligations paid we earn one and something per cent.

*Commissioner Donges.* In a part of your $364,000,000, part is represented by securities outstanding on which you have paid interest.

*Mr. Minard.* Certainly.

*Commissioner Donges.* So if the amount of outstanding securities taken is $364,000,000, which you say is the value of your property upon the different roads, it would show a greater rate of earning than 1.13%.

*Mr. Minard.* That may be, if there is anything left after deducting the bonds; I don't say there is.

*Commissioner Donges.* From this statement it clearly appears there would be.

*Mr. Minard.* Then this statement is right.

*Commissioner Donges.* After paying interest charges of $10,000,000, which interest is paid upon securities included in your amount of $453,000,000, it appears there is left sufficient to pay 1.13%.

*Mr. Minard.* That is what the statement is intended to show on its face.

*Commissioner Donges.* If you should add the amount paid as interest charges, $10,810,000, to the five million odd thousand dollars, the net income, after paying all charges, you would have a greater return upon all the property than 1.13%.

*Mr. Minard.* Yes; that 1.13% represents the amount we have got left after we paid obligations, the amount we have got left to improve our property with. That is free capital for improvement and matters of betterment.

*Commissioner Donges.* In a sense the $364,000,000 represents duplication of capitalization as between earnings and valuation. You have paid $10,810,000 interest charges presumably upon your outstanding bonds.

*Mr. Minard.* Yes.

*Commissioner Donges.* You don't claim upon that amount you ought to be entitled to earn dividends, too?

*Mr. Minard.* No.

*Commissioner Donges.* What is the amount of those outstanding bonds upon which you paid ten millions of interest?

*Mr. Minard.* I have got it somewhere. There is the amount.

*Commissioner Donges.* Two hundred some odd millions. If you deduct two hundred some odd millions represented by the bonded indebtedness from the $453,000,000, you have left two hundred and some million upon which five million of net income might be used to pay dividends, so the earning on the residue is more than 1.13%; do I make that clear?

*Mr. Minard.* I understand that point. That to my mind is just a purely technical distinction which the comptroller's department can't work out in practical figures.

*Commissioner Donges.* In ascertaining the earnings on four hundred and fifty-three million of property isn't it necessary then to add the amount which has been paid for interest charges?

*Mr. Minard.* Why no; that doesn't change this statement.

*Commissioner Donges.* To ascertain how much the $453,000,000 of property has earned after paying all expenses?

*Mr. Minard.* This statement is intended to show on its face all that investment earns for improvement and betterments after we paid all these things. Of course, you can figure this out forty ways, maybe one thousand different ways, all of which are accurate conclusions. Now if you should say $200,000 or $2,000,000 allows us so much, we find from computing from the state-

ment of what the rest earn. We find the whole thing—you deduct what you want, one thing or another—the whole—amount on the property investment earned that much surplus—not surplus but in the treasury, being surplus over operation, for the maintaining of the road and improvements.

*Commissioner Donges.* But the $453,000,000 has allowed a return in the interest paid.

*Mr. Minard.* If you take the amount you mentioned and then divide into this your $5,000,000 you may increase the percentage; you don't increase the amount of money in the treasury for that purpose.

*Commissioner Donges.* The amount of free capital is greater, the percentage; the earning of free capital is greater; that is what I understand this statement was designed to show.

*Mr. Minard.* The summary intended to show what was done.

*Commissioner Donges.* It doesn't show the per cent. of free capital.

*Mr. Minard.* It can be shown; it is technical; no matter how you figure it out it don't increase the amount of money in the treasury you have to do the work.

*Commissioner Donges.* Can the witness tell us about the Bergen shortcut, whether it was charged to capital account or income?

*Witness.* The new open cut?

*Commissioner Daniels.* Yes.

*Witness.* That is not charged into the accounts of the Erie Railroad, except that the Erie Railroad Company advanced the money to build it.

Q (*By Mr. Minard.*) Is it included in here?

A It is.

*Commissioner Daniels.* So the cost of building that tunnel was put in as one of the operating expenses?

*Witness.* No; it is in this figure here (indicating).

Q Property investment?

A Yes.

*Commissioner Daniels.* How was it built; it wasn't built from sale of capital issued?

*Witness.* It was built by the Erie Railroad advancing the money to the company that organized to build it.

*Commissioner Daniels.* Penhorn Creek Railroad?

*Witness.* The Penhorn Creek Railroad.

*Commissioner Daniels.* That advances the figure in there (indicating)?

*Witness.* Nothing in there. Nothing in there as far as the Penhorn Creek is concerned, in the operating expenses. It is in the property investment account.

Q (*By Mr. Sommer.*) Before it went into property investment from what source was it taken; before it was taken from property investment the money must have been taken from some source.

A The Erie Railroad advanced the Penhorn Creek Railroad to build the road.

Q They got it from somewhere. As a matter of fact the account where it was taken was income?

A The money was taken from its treasury. I presume it was earned.

Q Wasn't it taken from the current income of the Erie?

A I couldn't answer that without knowing just exactly the amounts that had been advanced and trace them back. I have never done it. All I can say is the Erie Railroad advanced the money.

Q Did you attend in the preparation of the petition to the Board of Public Utility Commissioners,

which petition requested the approval by the board of certain proposed issues of securities to be made by the Penhorn Creek Railroad to the Erie Railroad?

A No, sir, I did not.

Q That wouldn't come through your department?

A Yes, sir, it would.

Q And if appended to that application was a statement that the money advanced was taken by earnings from time to time out of current income, you wouldn't assume responsibility for that statement?

A That statement was not prepared by me personally.

Q It was prepared by your department?

A I assume it was. Naturally, it being an accounting question, I assume it was prepared in our department.

Q Do you know anything about it?

A I know nothing about it.

Q You know the Erie has outstanding, as from time to time approved by the board, car trust certificates?

A Yes, sir.

Q How do you handle payment on car trust certificates?

A The payments are made in accordance with the trust agreement every six months and paid out of current funds.

Q In accordance with the maturity date for that note?

A Yes, sir.

Q At maturity how is it met; out of what funds?

A Out of the current funds of the company.

Q And then carried into what account?

A When first set up on the books the certificates are charged to the person to whom the sale is credited, the obligation account, funded debt. Finally they are charged, when the trust is cleaned up, to the individual itself, and transferred to capital account.

New Jersey State Library

Q So it is included in investment?

A In investment, yes, sir.

Q The moneys means of by which payments are made are moneys coming from current income?

A The payments on car trust certificates after maturity are paid from current funds.

Q Do you include the payments that you make under car trust certificates in your operating expenses?

A No, sir.

Q Do you include them in any of the items shown on this sheet?

A No, sir.

*Commissioner Donges.* Anything further?

The statement will be admitted as the summary of what this witness would testify to, or his statement of what the books and records of the company show and subject to the production by the company of any books or records for examination on cross examination.

*Mr. Minard.* That is agreeable.

(Same is marked Exhibit R-1.)

Q (*By Mr. Minard.*) Mr. Sorensen, I show you a statement entitled "Erie Railroad System, capital expenditures made July 1, 1910, to June 30, 1913, for betterment of conditions and safety as follows." Was that statement made up by you?

A It was made up under my supervision, yes, sir.

Q Are you familiar with the figures set forth there?

A Yes, sir.

Q Have you reason to believe they are accurate?

A I have.

Q What does that statement show?

A The statement shows, for the year ending June 30, 1911, the total expenditures were—

Q Explain the statement, the three columns there; the first of the three columns, beginning in the center

of the statement, represents the expenditures as above mentioned, June 30, 1911, and the next column for the same period, 1912, and the third column for 1913?

A Yes, sir.

Q And the fourth column represents the total of the three, on each item?

A Yes.

Q The statement covers what?

A Necessary expenditures for equipment.

Q That means new equipment?

A Yes, sir.

Q Construction?

A That is new construction.

Q On right of way?

A Yes, sir.

Q The next item is the total of construction and equipment?

A Yes, sir.

Q The next line is what?

A It shows included in the above totals there are certain amounts for eliminating grade crossings mentioned, station facilities, automatic signals, interlocking appliances, increased weight of rail, bridges, trestles and culverts; replacing wooden passenger equipment with steel—

Q Wooden passenger equipment with steel?

A There is nothing there.

Q You don't mean to tell—don't you mean the statement doesn't show anything?

A Yes.

*Mr. Minard.* I have another statement which will show that.

Q The next item?

A Applying steel underframe to postal cars.

Q There was expenditure there?

A Yes.

Q Is or not that expenditure required by federal statutes?

A It is required by federal statutes.
Q The next one?
A Safety appliances to equipment.
Q That is the Federal Law?
A Yes.
Q The next one?
A Ash pans.
Q That is required by law?
A The Legislature.
Q The headlight isn't there?
A No, sir, applications under boiler inspection law, another legislative enactment.
Q They are legislative requirements. Do you know whether that boiler inspection law is more of a continuous permanent change?
A Yes, sir, I understand it will be.
Q That is permanent, annual charge?
A Yes.

*Mr. Minard.* I offer that statement in evidence.

*Commissioner Donges.* Is there any objection?

*Mr. Merrey.* I make practically the same objection. I suppose it will be received.

*Mr. Minard.* This is actual expenditures.

*Commissioner Donges.* This will be received and marked as an exhibit subject to the right to call for the books, documents, papers and witnesses to support and verify it, and for examination.

*Mr. Merrey.* Can I cross examine on this statement?

*Commissioner Donges.* If there is no objection it will be marked now, have it marked as an exhibit now.

(Same is marked Exhibit R-2.)

*Cross examination* by Mr. Merrey.

Q Do you know where the money was obtained by the company for these expenditures for equipment and construction?

A Some were paid out of income and the rest capitalized.

Q Do you know how much was paid out of income and how much out of capital?

A I couldn't say off-hand, no, sir.

Q That obtained out of capital was from the sale of securities?

A Yes.

Q Not by the issue of new capital stock?

A No, sir. Well, I assume when you say securities you mean capital stock and bonded debt?

Q Not in the sense that amounts to bonds?

A There has been no stock issued on the Erie Railroad.

Q Whatever come from capital account was from the sale of bonds?

A The sale of funded debt, yes, sir.

Q You have items for the eliminating of grade crossings?

A Yes, sir.

Q How much of that was done in New Jersey?

A I couldn't say.

Q Was any done in New Jersey?

A I couldn't say.

Q Was not most of it done in States which have laws compelling the removal of grade crossings?

A From my knowledge of it I believe that possibly the greater portion of it was in the State of New York.

Q You have an item for increased weight of rail?

A Yes, sir.

Q I think, in answer to Mr. Minard, you said these changes were for greater safety?

A Sir?

Q Would you say the expenditures for increased weight of rail is an expenditure to insure greater safety and in order to use heavier or greater equipment?

A For the betterment of conditions or safety.

Q Isn't it principally to allow you to use heavier equipment?

A It is really an operating matter, but I believe a great deal of the heavy rail is also for safety purposes.

Q That is in the view it would be unsafe to use the old steel rail with the new kind of equipment?

A And the heavier traffic.

*Mr. Minard.* In other words, we wouldn't comply with the Federal Steel Postal Car law and still have light rails. It wouldn't be safe to do that.

*Witness.* No, sir.

Q (*By Mr. Minard.*) You say you believe most of the money was spent for the elimination of grade crossings in New York State. Do you know anything about how much?

A No, I say that—

Q Do you know the New York State law requires us to pay only 50% of the cost of elimination. Do you know that?

A I understand so.

*Mr. Minard.* We will offer that a little later.

Q I show you now a statement entitled, "Erie Railroad Company (including Chicago & Erie Railroad) Station Improvements as ordered by Commissions to October 31, 1913."

*Commissioner Donges.* From what date?

Q Do you know from what date that is?

A No, I couldn't say.

Q Well, it shows certain improvements ordered by Commissions, anyway?

A Yes, sir.

Q What is the top line, explain it?

A The top lines shows the amount that has been authorized as expenditures.

Q Under order requiring improvements?

A Yes, sir.

Q And the amount authorized and the amount expended?

A Expended.

Q Does that mean that the actual expenses either did not amount to or exceeded, perhaps, the cost of the estimate of the amount authorized?

A Exactly, yes, sir.

Q Over to the end there is a provision here for the amount to be expended. In other words, the amount expended plus the amount to be expended may in some cases represent the authorized amount?

A Yes, sir.

Q Under each one of these headings of the amount authorized, amount expended, and amount to be expended, are sub-columns, called improvements; what does that mean?

A That amount charged to improvements in capital account.

Q Under the expense amount that is the cost charged to expense?

A No, of replacing in kind.

Q Just explain to the commission what that means. For instance, wherever there is an improvement that has to be done either on a large scale or with different material, I understand an estimate is made of the cost of replacing in kind that amount is charged to expenses and different improvements?

A Charged to capital account.

Q The columns marked individuals and companies; what does that mean?

A The amount charged to individuals and companies, where somebody had a portion of the station or interest paying property, on account of abutting property.

Q On joint agreement using the station?

A Yes.

Q That includes the necessity of changing the sidings to meet the improved conditions?

A Yes, abutting property owners.

*Mr. Merrey.* I object to all this testimony. I can't for the life of me see why an expenditure made in Painted Post, New York, is pertinent before this commission, is pertinent in the elimination of these grade crossings.

*Commissioner Donges.* The commission will take it for whatever it is worth.

Q I ask you what appears to be letters and numbers are?

A Appropriation numbers.

Q The numbers in your record?

A Yes, sir.

Q I see an asterisk in some places in regard to these figures?

A The note to which that refers is on the left-hand side.

Q It means over-expended?

A Yes, sir. In other words, the cost exceeded the anticipated amount?

*Mr. Minard.* I offer this in evidence.

*Commissioner Donges.* It will be received and marked as an exhibit, subject to the right to call for further proof.

(Same is marked Exhibit R-3.)

*Cross examination* by Mr. Sommer.

Q This allotment as between improvements and expenses is made by whom? Is it made in your department?

A As between improvements and expenses?

Q Yes.

A It is passed upon by the Board of Directors.

Q And the figures simply come to you?

A On our appropriation; come to us, yes.

*Re-direct examination* by Mr. Minard.

Q You have a statement before you, Mr. Sorensen, entitled "Erie Railroad Company; statement showing extra expense on account of the 'Full Crew Law' in the State of New York and New Jersey for the month of September, 1913." Subdivided under division, freight travel, passenger travel, and total. Where were those figures obtained?

A Those figures were obtained from the time slips of the various divisions.

Q By your traveling auditor?

A Yes.

Q On the ground?

A Yes.

Q From actual examination of pay rolls and time slips?

A Actual examination.

Q They show a total for the month of September in New York and New Jersey alone, of what?

A $17,905.79.

Q At the bottom you have what is entitled, "Statement showing approximate annual expense account of 'Full Crew' laws in States of New Jersey and New York, based on expenses for the month of September, 1913."

A That statement shows the total expense on the basis of the month of September, 1913, of $214,869.48 per annum for "Full Crew" laws.

Q I understand that is taking the figures above as an average figure and multiplying by twelve?

A Yes, sir.

Q What do you say as to September, 1913, being an average?

A Being a thirty-day month, it is a minimum. This figure is an annual figure, minimum figure.

Q It will be increased in every month with thirty-one days?

A Yes, sir.

Q And decreased only in February?

A Only in February.

*Mr. Minard.* I offer that in evidence.

*Mr. Merrey.* I object as not pertinent.

*Commissioner Donges.* It will be received and marked as an exhibit, subject to the right to call for the presentation of further proof.

*Commissioner Daniels.* Do you have in your statistical department any method of determining the cost per ton mile moved per month?

*Witness.* Yes.

*Commissioner Daniels.* How does that compare at present with years ago?

*Witness.* I can't say off-hand.

*Mr. Merrey.* Speak louder.

*Witness.* I couldn't answer that off-hand as I haven't looked at the figures comparing one year with another for some little time back.

*Commissioner Daniels.* You are not prepared to say whether the cost per ton mile is now greater than years ago?

*Witness.* In my understanding from some figures I have looked up from other matters it was greater in 1913 than it was in 1912; due to increased expenses and increased cost of material.

*Commissioner Daniels.* From your recollection of these figures, do you remember about what percentage greater it was?

*Witness.* No, sir.

*Commissioner Donges.* That will be marked as an exhibit, subject to the same right of verification, production of books and records, and so forth.

(Same is marked Exhibit R-4.)

*Cross examination* by Mr. Merrey.

Q Have you made any allowance for anything saved in accident claims under the operation of the "Full Crew" law?

*Mr. Minard.* Of course he hasn't. It is a perfectly foolish question.

*Commissioner Donges.* Let the witness answer if he knows.

Q Have you made any such allowance?

A No, sir.

*Mr. Minard.* I can say for the commission's information in the ten days of the hearing on the subject in Pennsylvania and seven days in New Jersey before this commission—perhaps not the same personnel—when the proponents of this bill were not able to show a single case of accidents to have ever happened because a train was insufficiently manned.

*Mr. Merrey.* You might add to that statement that Mr. Hobart was a defendant in a case in which that claim was made and we got a verdict from a jury.

*Re-direct examination* by Mr. Minard.

Q You have a statement there, "Erie Railroad, cost for compliance with full train crew laws."

*Commissioner Donges.* Including the C. & E.?

*Mr. Minard.* They have a habit of charging the C. & E. that is a road from Marion, Ohio, to

Chicago, it hasn't a separate identity, but we have a general manager for lines east and a general manager for lines west.

Q I notice this statement covers Indiana, Ohio, Pennsylvania, New Jersey and New York "Full Crew" laws; can you say how this statement was made?

A This statement was prepared in the office of the vice-president and general manager by reports from the division superintendents, which were taken from their time records.

Q And it covers the disbursements under "Full Crew" laws in these several States to date; from the date the law was effective until the date shown in the statement?

A Yes, sir.

Q Those totals show Indiana, $57,272.49; Ohio, $22,841.64; Pennsylvania, $157,731.27; New Jersey, $14,355.60; New York, $28,848.68; total to October; that includes October, doesn't it?

A Yes.

Q Up to the first of November. It includes expenditures of $281,049.68 for "Full Crew" laws?

A Yes.

*Mr. Minard.* I offer that in evidence.

*Commissioner Donges.* It will be received and marked as an exhibit, subject to the same rights as the others.

(Same is marked Exhibit R-5.)

Q I show you a statement, "Erie Railroad System, Principal Capital Expenditures made in the State of New Jersey for years ending June 30, 1911, 1912 and 1913." How was that statement prepared?

A That statement was prepared from actual expenditures made according to the record in New Jersey.

Q And followed out in New Jersey?

A Only the principal items.

Q That gives a list of the purpose of the investment?

A Yes, sir.

Q And shows an aggregate for three years of $5,919,461; is that right?

A Yes, sir.

*Mr. Minard.* I offer that in evidence.

*Commissioner Donges.* It will be admitted and marked as an exhibit, subject to the same understanding as the others.

(Same is marked Exhibit R-6.)

*Re-cross examination* by Mr. Sommer.

Q This is simply prepared with a view to the place to which the improvement was made, is it not?

A Yes, sir.

Q It wasn't your purpose to indicate by this statement that these expenditures were made solely for the purpose of facilitating business within the State of New Jersey?

A No, sir.

Q This item, "Open Cut, Expenditures to June 30, 1913," $4,269,300.62; what does that represent?

A It represents the cost of open cut to June 30, 1913.

Q Does it not represent in greater part the loan by the Erie Railroad Company to the Penhorn Creek Railroad?

A It does.

Q So the improvement was not an improvement made by the Erie Railroad, but made by the Penhorn Creek Railroad?

A The Penhorn Creek Railroad is a separately organized company, yes.

Q (*By Mr. Minard.*) It is there until we get it back?

A Yes.

Q It is our money?

A It is our money.

*Mr. Sommer.* It is a loan.

Q I show you another statement, Mr. Sorensen; this statement is entitled, "Erie Railroad Company, Accounting Department, Statement of Additions and Betterments authorized to October 31, 1913, and Expended Balances to September 30, 1913."

*Commissioner Donges.* Does this cover the history of the company?

*Mr. Minard.* No.

Q It simply refers to those improvements which were authorized and uncompleted and are now in the course of completion?

A That is my understanding of it.

Q Is this a regular report?

A Yes, this is a regular report.

Q Made how often?

A Each month.

Q This is taken from the last monthly report?

A Yes, sir.

Q That shows the divisions on which the improvement is made, the amount authorized, whether these amounts are charged to additions or betterments or expenses or individuals and companies; is that right?

A Yes, sir.

Q And also shows unexpended balances, which means that the work progressed to the point where only part is paid and the balance will be paid when further work is done?

A Yes.

Q In unexpended balances we have sub-divisions, additions and betterments—the same classification as under the first portion?

A Yes, sir.

Q The last column indicates what?

A That indicates where the appropriations have exceeded the authorization, that amount is set forth in the last column.

*Mr. Minard.* I offer that statement.

*Commissioner Donges.* What period does this statement cover, Mr. Sorensen?

*Witness.* This statement covers the additions and betterments authorized to October 31, which have not yet been completed.

*Commissioner Donges.* But covers what period of time?

*Commissioner Daniels.* Beginning when the company was reorganized?

*Witness.* No, sir. Well—some of them may be authorized three and four years ago, I can't say that. I would have to get each authority to find the authorization of that. That has not been done.

*Commissioner Donges.* The statement covers then a period of years?

*Witness.* Undoubtedly, yes.

*Commissioner Donges.* How many years you are unable to say?

*Witness.* No, sir. I doubt if it would go over two years, two or three years, for the fact that our authority, when authorization is made it is generally completed as promptly as possible.

*Commissioner Donges.* That will be received and marked as an exhibit, subject to the same understanding.

(Same is marked Exhibit R-7.)

*Mr. Minard.* Here I have a detailed report that is simply the detail of the last paper. I didn't want to lumber up the record with that. In this statement there is a column with the date authorized. This is the detailed statement of which that summary was worked up; you can see from that the oldest authorization.

*Commissioner Donges.* Of any of the items that appear on the exhibit last offered?

*Mr. Minard.* Yes; I don't suppose you want the month?

*Commissioner Donges.* Let him give the date.

*Witness.* The oldest one I find here is March 1, 1911. However, that is for re-enforcing sixty postal, mail and compartment cars, which is being carried over a period of time. Possibly that would not be a good example of what you require. I have found one in here, June, 1911.

Q (*By Mr. Minard.*) What is the oldest date?

A March 1, 1911.

*Commissioner Donges.* On Exhibit R-7 all the amounts authorized expenditures are since that date of March 1, 1911?

*Witness.* Represent appropriations authorized since March 1, 1911, yes, sir.

*Commissioner Daniels.* What are the general items there that seem to bulk so large?

*Witness.* They represent almost entirely equipment expenditures, amount authorized in equipment expenditures, which includes $1,000,000 for equipment of box cars with economy draft arms and friction draft gears and equipping all locomotives and cars with safety devices.

Q (*By Mr. Minard.*) That is required by law?

A And this item of $324,000, equipping 100 coaches and combined cars with electric lights and ninety of the same with steel underframes.

*Mr. Minard.* We offer that in evidence so the commission may have it in detail.

*Commissioner Donges.* Very well.

*Mr. Minard.* Unfortunately the commission will have to distinguish that from the New York, Susquehanna & Western, and the New Jersey & New York, which are separately operated; we excluded that from the summary because it was not pertinent to this case. If the commission will take that into consideration—

*Commissioner Donges.* Very well.

*Mr. Minard.* I offer the part in reference to what this railroad owns.

(Same is marked Exhibit R-8.)

*Re-direct examination* by Mr. Minard.

Q I show you a paper, Mr. Sorensen, marked, "Erie Railroad Company, All lines, month of October," a statement; what does that represent?

A That statement represents first, for the month of October, gross revenue, operating expenses and taxes, and operating income for 1913 as compared with 1912, showing the increase and decrease.

Q On the gross revenue for the month of October as compared with the same month last year, what was the result?

A A decrease in gross revenue of $47,460.56; in operating expenses and taxes there is an increase of $387,663.62.

Q Showing an operating decrease of what?

A $435,124.18.

Q What does the statement further show?

A It further shows that included in the expenses is one-twelfth of the entire taxes of the year, also one-twelfth of the annual depreciation of equipment.

Q The last statement?

A Shows that for four months, ending October 31, 1913, as compared with 1912, gross revenue had increased $36,875.44. Operating expenses and taxes had increased $1,461,021.22; a decrease in operating income of $1,424,145.78.

Q That refers to the first four months of the current fiscal year?

A The year ending 1914.

Q Is that an official statement?

A An official statement that is sent out for publication in the newspapers and to the directors.

Q A similar statement is made every month?

A Each month.

*Mr. Minard.* I offer this in evidence.

*Commissioner Donges.* It will be admitted with the same understanding as to verification.

(Same is marked Exhibit R-9.)

*Re-cross examination* by Mr. Merrey.

Q I think there ought to be given by the witness what he means or what the company means by operating expenses and taxes; whether it is cutting a road through a hill.

*Mr. Minard.* That has nothing to do with operating expenses; that is property investment.

Q What do you charge under the head of operating expenses?

A What particular things; we have five general heads.

Q What are they?

A Maintenance of way and structures; maintenance of equipment, traffic expenses, transportation expenses, and general expenses.

Q Are any betterments put in that item of operating?

A No, sir; they go to capital account. Cost of replacing something in kind goes to operating expenses.

Q I suppose you put down every rail, do you, and charge the proportion of that to operating expenses?

A Yes, sir.

Q What proportion?

A The proportion of replacing; taking out the rail in kind. In other words, if we put in a ninety pound rail and took out a sixty pound, the thirty pound would go to capital account.

Q No betterments of any kind are in this charge?

A No, sir.

*Commissioner Donges.* Additions to equipment?

*Witness.* No, sir. All the additions to the equipment go to capital account under the commission's order.

Q All new equipment is charged to capital account?

A Capital account.

Q What becomes of the old equipment?

A When destroyed it is credited to capital account, the cost of the wrecking value.

Q (*By Mr. Minard.*) Do you know, Mr. Sorensen, whether that decrease in income, what the chief items? Does it or does it not include the increase in wages and expenditures made necessary by increasing the number of men and other features?

A In 1910 they do include them. Those expenditures in the year 1912, we have not got them all in.

Q This increased operating expenses required by law, in the "Full Crew" law and higher wages in arbitration, would explain very largely, if not quite entirely, the increase?

A It does to increase the cost, and fuel and ties are elements in the last increase.

Q I show you a paper marked "Erie Railroad System; Statement showing increase in operating cost, due to increased price of fuel and ties, 1913 over 1910"; did you make that comparison of 1913 over 1910?

A Yes.

Q Just explain what it shows, just the increase?

A It shows, due to increase in cost of price of fuel, the increase was $473,597.00 in 1913 as compared with 1910, and ties, $71,994.00.

Q The total of those two items alone in 1913 cost $545,591 more than in 1910?

A Yes, sir.

*Commissioner Donges.* In operating the same number of trains?

*Witness.* This has nothing to do with the increase in cars.

*Commissioner Donges.* The same amount of material?

*Witness.* Yes, sir, supplied in 1913 or 1910; material used. The bulk of the material is the same.

*Mr. Minard.* I offer that statement in evidence.

*Commissioner Donges.* It will be admitted, subject to future verification if required.

(Same is marked Exhibit R-10.)

Recess from one to two o'clock P. M.

AFTER RECESS.

FRANCIS M. GRAFF, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q What is your occupation?

A Special agent, mechanical department, Erie Railroad.

Q What are your functions in that capacity?

A Well, diversified. I am particularly interested in the rolling stock of the railroad.

Q Is or is not your position in the nature of assistant to the general mechanical superintendent?

A Yes, sir, it is.

Q You have heard the testimony this morning on the amount of expenditures to date or up to the dates mentioned in the statements for equipment and facilities of that sort. Did you prepare a statement of the estimated cost of additions to equipment to comply with certain laws and build equipment to certain standard required by law?

A I did. That is the statement (handing counsel paper).

Q That statement is entitled what?

A Statement showing approximate increase in mechanical department expenses, due to various laws, both State and Federal which effect railroad operation to an extensive degree. Also items of an un-

usual nature which have been undertaken voluntarily to conform to the best operating practice.

Q There are two columns, one appropriate total expense—

A Approximate.

Q This copy is a little dull. Another column approximate amount yet to be expended?

A Yes.

Q On those items in this statement for which you have no figures in the approximate amount yet to be expended; what does that mean, the entire amount expended or no part of that item?

A No part. For instance several items there are problematical, there is further work on them.

Q In all cases it means you were going to spend the money on them?

A Yes, sir.

Q How are these items made up, from records in your possession?

A Partly from records; some of them are taken from the regular reports of the company, and in several instances we simply estimate.

Q How long have you been in the mechanical department?

A About twenty years.

Q For twenty years you have been handling this kind of business?

A Not all. Of course, my duties have changed. The last eight or nine years, anyway.

Q As far as any of these items are estimates, they are based on your experience in the department?

A Yes, sir. Take these first items, replacing of wooden passenger cars. That was worked out in collaboration with the engineer.

Q Made from the actual number of wooden cars in use?

A Yes, and what we know the cost of all steel cars. We figured the cost about $14,000 apiece.

Q That figure is based either on estimate or price list, is it?

A Yes. The items of seven postal cars, we have got tenders on the seven cars of $103,000.

Q What do you mean by tenders?

A From the manufacturers.

Q That is, the manufacturers' price?

A Yes.

Q There are items here which will show for themselves, especially where there is a figure shown in the column "Approximate Amount yet to be Expended," where there are expended portions of these amounts under the first column, if they were made up at the time the statement we previously offered, they might be included. This might include some of the figures already in evidence?

A Yes, they do. For instance, that item right there (indicating); that appears on that statement "additions and betterments."

Q $1,177,000?

A Yes.

Q The object of this statement is not only to show new information but also to separate all expenses relating to the mechanical department?

A That is the idea.

Q Taking these items; the first item is what?

A Replacing all wooden passenger train cars with steel cars. There are several bills now pending in Congress, and the late unpleasantness in the East I guess will bring it about all right.

Q I show you bills which appear on their face to be Congressional bills offered in the first session of the sixty-third Congress.

*Mr. Merrey.* I object to all this. I can't see it is at all pertinent to this hearing, pending legislation.

*Commissioner Donges.* I can't see the materiality.

*Mr. Minard.* I don't think there is any doubt in the minds of the members of this commission with the present temper of Congress and all this sensational newspaper talk about legislative regulations and things like that, where they allege steel cars would save life—whether they would or not is a question—we will almost surely, personally I haven't any doubt but what Congress will put through a steel car law.

*Commissioner Donges.* We must deal with the situation as it now exists.

*Mr. Minard.* If it hasn't and does next week, where are we at?

*Commissioner Donges.* If such legislation is enacted and proof of it before this commission in the matter would be material, before there would be a determination of the case you would have a right to come in and ask the commission to put in the facts that have arisen since the closing of your testimony which are material.

*Mr. Minard.* That would do very well, but we operate in six States—of course, there is no Legislature now in session in the six States— in Congress hardly a day passes except there is some legislation detrimental to the railroad's affairs. I am not offering this as evidence of intrinsic value. The statement can go in the record that we know it is not a law, but it is one of the things we are confronted with.

*Commissioner Donges.* The feeling of the board is we have allowed you wide latitude in presenting your case; not limiting you to anything that seems necessary in presenting anything material and helpful to the board. As to this the board is of the opinion it ought not to be permitted.

*Mr. Minard.* Then I will confine my examination of Mr. Graff to those laws which, in fact, are

passed and which are laws. If I get into anything—

*Mr. Merrey.* My objection goes to all that.

*Commissioner Donges.* You may make your objections as the proof is offered and then let us deal with it as the tender is made.

Q What is the next item?

*Commissioner Daniels.* Suppose you did prove that large expenditures had been made and large expenditures were likely to be made, just where do you proceed from that to show that it is financially and physically impossible to spend the amount that might be required on the elimination of grade crossings?

*Mr. Minard.* I might say that the tendency of legislation in this day of popular politics had fallen to a point where there is no economic rule covering enactment. It is just a case of *quid pro quo,* one man votes for a bill perhaps for the support of some bill he is interested in. The time is coming soon when this commission will have to take into consideration the physical impossibility of complying with the law which is not *malum in se,* and those which are *malum prohibitum.* Someone somewhere has got to draw the line between things we do not do or things we do which are wrong in themselves and things we do or do not do which are not wrong in themselves but from politics or other things, are prohibited. We hope some commission in this land of ours will protect us in doing the things we ought to do in justice and the things we are required to do in injustice to placate some special class of people or some special person.

*Commissioner Donges.* Is it your thought that unjust imposition of legislative bodies in other States or the National Congress ought to tie the hands of this board in doing for the citizens of

New Jersey what the Legislature put upon this board as a duty to protect the lives of the citizens of New Jersey.

*Mr. Minard.* No, I won't go that far. We stand before the bar of justice just as much in one State as the other, and if a State requires us to do something which ties our hands behind our backs and the law of another State says you must shake hands with me, and my hands are tied behand my back by another State, how is it physically possible for me to comply with your laws, or another State?

*Mr. Merrey.* The whole thing is this. I think if all the States of the Union would wake up, and instead of being imposed upon, start imposing on these railroads a little, that is a matter that ought to be presented to the Interstate Commerce Commission and ask them to allow a change in rates which will give them an adequate return. No matter what they are required to do, if they do it, then the logical thing is to go to the commission in charge of the rate fixing and say, here, we are compelled to do these things, let us have an adequate return on them. They are really proving here what ought to go in a rate-making case. It is a question whether the grade crossing elimination should be done considering life and safety and all that, not what it is going to cost. If the State wants this thing to be done, and it ought to be done, the question of cost shouldn't concern this commission; that is for another commission. If the public wants this, the public will have to pay for it in the end. The necessity of increasing the rate and on the fact of expenditures made, and that will have to be made in the future, is for a rate-making case. It isn't of concern in a grade crossing case. That is why I made the objection.

*Mr. Minard.* If the commission has nothing to do with the question of cost, where in the name of heaven do we get off, if we comply with everything and do not defend ourselfes from that which some municipality or some individual asks us to do. I assume the board would want to know the cost of everything we do; sometimes it is a defense; the only defense. We are now, under the laws of this land, taken from our right to the courts, which we formerly had, and placed before a commission to decide these things, whom Mr. Merrey says had nothing to do with the cost. If that is true, we haven't any justice anywhere. I don't think that is true. I think this commission will consider the cost. If that argument were good then we haven't any rights anywhere. The commission makes an order which ties our hands and then the public goes through our pockets. On the present increase in rates we respectfully invite the commission to participate in the action for the increased rates; if we can get the rate to spend the money we would just as leave spend the money.

*Commissioner Donges.* Your difficulty is not in the financial increased expenditures?

*Mr. Minard.* It is now.

*Commissioner Donges.* Your answer is the rate don't warrant it.

*Mr. Minard.* Rates are the only medium we have of getting money. If we get increase in rates enough to do it.

*Mr. Gourley.* I suppose the Interstate Commerce Commission fixes the rates for the country.

*Mr. Minard.* If this commission participated in the matter as the Interstate Commerce Commission, with a uniform rule, we wouldn't object to that. New Jersey is the only State we pay all the cost. In New York we pay 50%. The

law compels us to do things now that take money and prevent us from getting an increase in rates unless we go to another body. The Legislature increases the disbursements—the power of increasing the cost of operation and the power of creating revenue is not in the same body. It ought to be in the same body so that they can handle both things. The board increases our expenses and has absolutely no responsibility with the question of increasing the revenue. It is an economic injustice, though of course, it ought not to be fatal here. It is the explanation why these things should go in.

Mr. Hobart has made a suggestion which I will submit to the commission; that is, if we put in the estimate of steel cars and put the bills in subject to be disregarded if not passed or if one is not passed, then the commission can strike it out. Mr. Graff is mayor of Midvale. I can't bring him here every time for the purposes of this case.

*Commissioner Donges.* I think the commission will adhere to the ruling.

Q The second item is what? This is a law on the books?

A Yes.

Q What is that?

A Applying steel underframes to postal cars and re-enforcing the ends.

*Mr. Minard.* In that connection I offer Public Act 336, which was introduced as H. R. 21279, pages 7 to 10, which embraces the requirements covered by this estimate.

*Commissioner Donges.* This is a copy of the law enacted?

*Mr. Minard.* Yes, this is a copy as stated in the back, by the proper authorities. It is a copy

by the government printing office of the act as passed.

*Commissioner Donges.* Is there any objection?

*Mr. Merrey.* A copy of the law introduced?

*Mr. Minard.* Passed.

*Mr. Merrey.* I suppose the commission knows the law.

*Commissioner Donges.* It will be admitted.

(Same is marked Exhibit R-11.)

Q This statement shows the expenses of that as—

A $15,310.

Q How much is yet to be expended?

A $9,000.

Q The next item?

A Eventual retirement of all wooden or composite postal cars by purchase of seven steel cars which are now under construction.

Q Why do you separate the second from the third item on this list?

A It is just that much more expense. This work here of strengthing those cars and applying steel underframes is necessary right now.

Q In other words, the act requires this improvement be made gradually?

A Yes.

Q The second item is the part required for the immediate necessity of the law and the third item the eventual complete equipment to conform?

A Yes, meet the ultimate requirements of the statute.

Q That will cost—

A $103,180.

*Commissioner Donges.* Within what time is that required?

Q The act says 25% per year?

A Yes, but we are paying the whole business right out.

Q Doing it sooner?

A Yes.

Q That is the figure given by the manufacturer?

A Yes, that is the authorized appropriation; we have bids on the work.

Q The next item?

A Equipping all cars and locomotives with safety appliances, as required by the act of April 14, 1910, and the order of the Interstate Commerce Commission made pursuant of the act.

Q Those acts are enforced and orders of the Interstate Commerce Commission enforced? This item is included in one of the other statements, is it?

A Yes, additions and betterments.

Q The whole amount?

A The whole amount.

Q The next item?

*Commissioner Donges.* Do I understand you have expended this item $1,777,175, or but $225,000?

*Witness.* No, that is a mistake. It is $225,000 has been expended approximately.

*Commissioner Donges.* These entries should be reversed?

*Witness.* Yes. I didn't notice that heading.

Q You mean by that, under the column "Approximate amount yet to be expended," that is a mistake and should be—

A This item of $9,000 is all right. This is wrong here (indicating).

Q $225,000 for locomotives; that is the amount expended and the balance is yet to be expended?

A Yes.

Q The next item?

A Approximate annual—

*Commissioner Donges.* What is the time to do the work?

*Witness.* The work must all be cleaned up by the first of July, 1916. The Interstate Commerce Commission modified the order and gave us five years.

*Commissioner Donges.* Is there any percentage to be done in any year?

*Witness.* No.

*Commissioner Donges.* This gives you five years in which to complete?

*Witness.* From the first day of July 1, 1911, five years.

Q The next item?

A Approximate annual cost of inspecting boilers, due to State and Federal laws.

Q That is included in one other statement, is it not?

A I don't recall.

Q I think it is. That is a continuing expense; that much annually?

A Yes; about $6,800 more than we would expend if it wasn't for the laws. The company always made boiler inspection. Taking into consideration the stationery—we have got to file copies of those reports—the States have been fairly lenient about it, New Jersey and Pennsylvania and Ohio, except the Federal certificate, a copy of it; but there is a lot of stationery and then besides that the actual inspection takes men.

Q Is it or is it not true in fact that every State through which we operate, the six States, have boiler inspection laws?

A Well, New York, Pensylvania and Ohio have, and New Jersey.

Q That is four out of the six?

A Indiana hasn't. I don't think Illinois has. We don't obey the Illinois; we consider it a bother.

Q There is a Federal Inspection Law?

A Yes.

Q Is any State law like each other or like the Federal law?

A They are practical identical in this particular.

Q Then it is sufficient if you file an inspection of the Federal law in those States?

A All States except New York; I am not sure—perhaps we would prevail on them to accept the Federal certificate, all the rest have accepted it. I think, as a matter of law, they would have to accept it.

Q This item of $6,800 represents the expense of continuing the inspection merely required by the Federal law over and above the expenses of the inspection which the company makes for its own purposes?

A Yes.

Q The next item?

A Approximate annual cost of inspection and repairs to safety appliances to meet the requirements of the Federal law. That is a continuing expense of about $75,000 a year.

Q That is inspection of safety appliances alone?

A Safety appliances alone.

*Commissioner Donges.* Required for how long?

*Witness.* The Safety Appliance Law was originally enacted in 1893, but the railroads didn't get very active about creating a lot of expense complying with it until eight or ten years ago.

*Commissioner Donges.* From that time this item has been included in your operating expenses?

*Witness.* Yes.

*Commissioner Donges.* And so with the item of $6,800.

*Witness.* Yes.

Q The item of $6,800 is not as old as that?

A No. We have just met a cost of pretty nearly $50,000 a year in inspection force in the last sixty

days. We have thirty-one cases pending against us in the United States Court for violations now.

Q That $50,000 a year is necessary to enlarge your inspection force?

A That is it.

Q The next item?

A Approximate cost of equipping 1092 road engines with improved headlights. There isn't any law requiring that just now.

Q There is in some States?

A Yes.

Q Indiana?

A Yes.

Q Pennsylvania?

A It isn't passed there. They didn't pass that.

Q That law is filed. You operate through six States?

A Yes.

Q In order to comply with the laws of one State it is substantially necessary to equip the entire line?

A Yes.

Q On account of the trains moving through?

A Yes.

Q What can you say as to this amount being over and above an improved system of headlights?

A It is my opinion that is a pretty good thing.

Q I mean the amount of expense over and above the headlights.

A I thought you meant—

Q Just this $30,000 represents increased cost in order to comply with those laws?

A That $30,000 would represent the amount required to buy new headlights. We have to throw our headlights away; they are no good anyway—I didn't mean to say that.

Q You mean under the new law—is that—is that what you mean to say.

A I mean they are a better headlight than the ones in use.

Q The ones in use serve the purpose?

A Yes.

Q They are sufficient to guard against accidents and insure safe operation?

*Mr. Merrey.* The law says otherwise.

Q The next item?

A Replacement of 350 caboose cars to comply with the law of the State of New York.

Q What does that law require?

A Well, I guess after they passed the full crew bill they had to get a larger caboose to hold the brakemen.

Q They wouldn't be required on the train so they stay in the caboose?

A Yes.

Q Didn't that provide for berths?

A Yes.

Q So the crew could lay down while performing their duties.

A Yes, very spacious on all sides.

Q How many berths?

A Four berths.

Q So four men of the crew can go lie down?

A Yes, frequently.

Q The act requires an ice box?

A Yes.

Q And a toilet?

*Commissioner Donges.* What State?

*Mr. Minard.* New York.

*Commissioner Donges.* Within what time?

*Witness.* We got to have that all cleaned up by 1920. That really means the company is obliged to replace all caboose equipment; so it is hardly fair to charge this all up to New York.

Q There is a caboose law in other States, in Indiana?

A It doesn't amount to much. Any eight-wheel cars meet the requirements of Indiana.

*Commissioner Donges.* You said with your reasons, general replacement of equipment.

*Witness.* On account—the New York State caboose law is a good law, nobody can take any objection to it. It will simply mean the other States make the same requirements, and indirectly we will have to replace all caboose cars, about 600 cars.

*Commissioner Donges.* With no requirement as to any replacement, as to the number or percentage in any given year?

*Witness.* No, not in New York.

*Commissioner Daniels.* What is the life of a caboose car anyway; such as you have at present —do they last more than fifteen years?

*Witness.* We have caboose cars that have been on the road for forty, I guess. It is pretty hard to say what the life of a car is. You rebuild them and change them over and still it is the same old car, you know. A caboose car should be structurally pretty strong, especially there—

Q What is the next item?

A Application of steel draft arms to 6,657 thirty-ton box cars.

Q That is required by law?

A No.

Q That is being done?

A The expense has been authorized and the material is being put on the ground now.

Q What is the purpose of that improvement?

A These cars are equipped with short draft timber that only goes to the body bolster; in every train in modern service condition it is utterly impossible to keep the draft rigging secure. It pulls out and results in accidents. I included that simply to show that once in a while the railroads do something voluntarily for their own good and also for the protection of the public.

Q That is an element of safety as well as an improvement in structure?

A Yes.

Q And amounts to how much?

A $948,223.

Q Did we get in the amount of the 350 caboose cars, $350,000, and equipping road engines with improved headlights, $30,000?

A No.

Q The next item?

A Application of permanent push poles to 330 switch engines. The purpose of that is the same as the other case, to show the voluntary action on the part of the company.

Q That relates to safe operation?

A Yes. It wasn't required by law.

Q And amounts to $44,480?

A Yes.

Q The next item?

A Application of steel underframes and electric lights to 100 passenger train cars, $324,367.

Q That work is under course of construction?

A The material is assembled on the ground; the work hasn't been done.

Q It will be done when the material is assembled?

A Yes.

Q The purpose of that is what?

A The purpose of that is anticipated what is going to happen in Federal legislation.

Q Steel cars?

A Yes.

Q The purpose of that—is it or is it not the safety of the traveling public as well as the convenience of electricity?

A Yes. It is a question now when the work is done whether it will meet the requirements of any of the statutes that will be passed, on all steel cars.

*Commissioner* Donges. You have some steel equipment now?

*Witness.* Very little. We have four mail cars.

*Mr. Merrey.* No questions.

CHARLES PFITZNER, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q What is your business?

A I have charge of the crossing men.

Q You are supervisor of the crossing men, including Paterson?

A Yes, sir.

Q I show you a statement and ask you if that is a complete list of the crossing protection provided at each in Paterson and the time during which the protection is afforded?

A Well, all except Fifth avenue.

Q Fifth avenue is not in this case—that is, all the crossings except Fifth avenue?

A Yes.

Q That actually represents the number of men and whether there are gates or men on the ground?

A Yes, sir.

Q And indicates the hours during which protection is afforded?

A Yes, sir.

*Mr. Minard.* I might say for the information of the Commission, that statement up to that point is the exact number filed with our answer.

Q Can you say the amount paid per man are the figures that represent the amount paid these men in wages?

A Yes, sir. And the total of the protection is $14,736.87 and the cost of maintenance of the crossings is $2,101.59.

Q As to the maintenance, I don't know.

*Mr. Minard.* I will leave that out.

Q There is a statement down in the bottom of other streets, undergrade crossings, is that right?

A Yes, sir.

*Mr. Minard.* I will offer this in evidence except the last column showing maintenance. I haven't any maintenance man here to-day.

*Commissioner Hillery.* Where were the figures taken from?

*Mr. Minard.* They were prepared by the operating vice-president's office. Mr. Pfitzner's statement is he represents that department; another man has charge of the maintenance.

*Mr. Merrey.* We will accept this statement without bringing anybody here.

*Commissioner Donges.* That this is an accurate statement?

*Mr. Merrey.* No, that this is a statement they would swear to.

*Commissioner Donges.* It may go in as part of the exhibit.

*Mr. Merrey.* Yes.

*Commissioner Donges.* It will be admitted and marked as an exhibit.

(Same is marked Exhibit R-12.)

*Commissioner Daniels.* Do you feel for this wage that you get really competent men to protect your gates?

*Witness.* Yes, to a certain extent. The men I have, I doubt that I could better them. Of course, there is, once in a while, a man slips in that is no good. We get rid of him as soon as we find that out.

*Commissioner Daniels.* Couldn't you get, at two dollars, a very much more efficient man to guard your gates?

*Witness.* That is a question. I would consider old men on the gates better than younger men, especially nights. I consider they would take care of the position a great deal better.

Q Isn't it true, Mr. Pfitzner, these gates have a simple operating maintenance by compressed air arrangement, and at other times a single lever and a one-armed man, they can perform that duty all right?

A Not very well through Paterson.

Q There are no one-armed men through there?

A They are all cranked. I have a one-armed flagman.

Q I notice that statement shows some crossing bells as well as gates?

A Yes.

Q That appears in the statement wherever there is a bell?

A Yes.

*Cross examination* by Mr. Merrey.

Q You get some men for seventy-five cents a day?

A No, only a part of a day, put in part of a day on that work and have another part of the day for something else.

Q Some are paid one dollar and a dollar and a quarter; is there any reason for that; any difference in the character of work they do?

A Not a great deal; some of the crossings are a little more important than others.

Q Is Clay and Straight street crossing a very important one?

A Well, Straight street, Clay and Straight are separate, those are separate crossings.

Q They are marked here Clay and Straight streets one dollar.

A I know they are marked together. Straight street should be separated there. There is two sets of men on those two crossings.

Q You have no trouble with these men, these gatemen, no trouble?

A Sometimes we do; the same as you would with any body of men.

Q Some have been struck there on the crossings, haven't they, lately?

A No, I had one case of a man being struck on Market street.

Q Occasionally they put a gate down when a wagon is on the track, things of that kind?

A Not as a rule. You find a majority of the cases of automobiles and wagons going in with the gates partly down; and the man lowers the other gate and they get in between them.

WILLIAM H. WILLIS, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q Where do you live, Mr. Willis?

A Nutley, New Jersey.

Q What is your position?

A Signal engineer of the Erie Railroad Company.

Q Are you in charge of the signal system of the Erie Railroad, New York to Chicago, and all branches?

A Yes, sir.

Q How long have you been in the civil engineering business?

A About twelve years.

Q Have you prepared, at my request, a statement of the signal improvements undertaken in the last years and carried out?

A Yes, sir.

Q I show you a paper and ask you what it is. Just tell us what this statement shows.

A There is three columns of figures there. It shows the appropriations made.

Q Beginning on the left-hand side the first column shows the division of the road upon which the improvement is made?

A Yes.

Q The second column, the interlocking devices and automatic signals?

A Yes.

Q What is the function of both of those features, interlocking and automatic signals?

A The interlocking signals are usually placed at junction points and grade crossings of other railroads.

Q For the sole purpose of what?

A Safeguarding train movement.

Q Automatic signals—the sole function is what?

A Spacing the trains properly.

Q So the two items, interlocking and automatic signals, are entirely for safety appliance purposes?

A It is.

Q Go ahead with the next column, the third column.

A The third column is the appropriations made the year ending June 30, 1911.

Q The fourth column?

A The fourth column is the appropriations made the year ending June 30, 1912. The fifth, the appropriations made June 30, 1913.

Q Those are appropriations. Have you a note in the bottom corner indicating by an X certain things?

A The percentage worked out.

Q X means what, when opposite a figure?

A 10% of the work completed.

Q It means the other 90% in the course of construction?

A Yes.

Q Where there are two X's?

A 20% of the work completed.

Q Three X's?

A 50% completed.

Q Four X's?

A 85% complete.

Q Five X's?

A 95% complete.

Q Where there are no X's in front of figures what does it mean?

A The work all completed.

Q All the work in the 1911 and 1912 columns has been completed, is that right?

A That is right.

Q The first four items of 1913 are complete?

A Yes, sir.

*Commissioner Donges.* And the expenditures actually made?

*Witness.* These are appropriations made and as a rule they cover the exact cost of the work done. I might mention here these figures only cover the amount chargeable to capital account.

Q It doesn't cover replacement or renewals?

A It doesn't cover any replacing in kind, anything of that kind.

Q Do you have a surplus over your appropriations or a deficit?

*Commissioner Donges.* Why not confine it to these figures.

*Mr. Minard.* What I want to know is about these items that have been complete. Was there a deficit or a surplus?

*Witness.* We had a surplus, very small.

Q How much?

A Take the case of the New York divisions for 1911, that covered work done in the Jersey City yard, three interlocking signals in the Jersey City yard, automatic signals between Jersey City and Bergen. We had approximately $5,000 out of the appropriations.

Q Out of $190,000 you had $5,000 left?

A Approximately that.

Q Can you say about the rest, whether there was a surplus or not?

A This case (indicating).

Q 1911, the Susquehanna?

A About $8,000 left.

Q Out of $234,000?

A Yes.

Q Can you tell about Mahoning, 1911?

A We had nothing. That was a contract job; it is the contract figures.

Q What can you say of the New York division, 1912?

A I can't say. I haven't detail figures for that, but I know there was very little left out of the appropriation.

Q When you say "little," what do you mean?

A That covers several jobs on the New York division; there might be $7,000 or $8,000 left out of the $40,000.

Q Why didn't you give me to-day the actual expenditures instead of the appropriations?

A The actual appropriations?

Q Yes, showing the surplus and deficit?

A My main reason was my chief clerk was away and I couldn't prepare it.

*Mr. Minard.* I want to put in the actual expense.

*Commissioner Donges.* That should be produced.

*Mr. Minard.* I am willing to produce that if I may have permission.

Q What does the New York division mean; that embraces New Jersey operation?

A Yes, a part of New Jersey.

Q All of New Jersey operation is embraced in the New York division?

A Yes.

R. H. CORSON, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q What is your occupation?
A Telegraph inspector.
Q On the Erie Railroad?
A On the Erie Railroad.
Q Are you familiar with the wires of a telegraph and telephone and signals system through Paterson?
A I am.
Q Have you prepared a schedule here showing the wires and stating the points between which they run?
A I have.
Q This statement is entitled, "Wires along the Erie Railroad, Main Line, at certain street crossings in Paterson."

*Mr. Merrey.* I want to object to offering this table in this way. It will save time to put the table right in as it is.

*Mr. Minard.* I was going to do that; I want him to explain it. I think you have no doubt about his competency to testify.

*Mr. Merrey.* No.

Q Does this statement show accurately the situation of the wires through Paterson?
A It does.
Q Signals, telephones and telegraphs?
A Everything.
Q Does it show the wires of the Erie, or whether they are telephone or telegraph company's?
A Yes.
Q Under the headings of railroad and Western Union?
A Railroad and Western Union.
Q In the last column there are the names of the crossings involved?
A The names of the crossings.

*Mr. Minard.* I wish to offer this statement.

*Commissioner Donges.* It will be admitted and marked as an exhibit.

(Same is marked Exhibit R-13.)

Q Those wires operated by the Western Union Telegraph Company, do you know whether they are operated and maintained under an agreement with the telegraph company?

A They are.

Q With the Western Union in 1895?

A 1907.

Q Have you a copy of the contract? It is the same contract that was filed in the Rutherford case. I will file it here. It is the same contract that you identified in the Rutherford case?

A It is.

*Mr. Minard.* I will send that to the commission.

*Commissioner Donges.* It is understood that Mr. Minard may have marked as an exhibit the copy of the contract between the Western Union and the Erie Railroad.

*Mr. Merrey.* The Western Union filed an answer.

*Mr. Minard.* I don't think they had a copy with the answer attached.

MARTIN QUICK, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q Mr. Quick, what is your business?

A I am chief clerk to the operating vice-president of the Erie Railroad.

Q Recently have you been filling another position?

A For twenty-two months I have been secretary of the committee appointed by the railroad in the ar-

bitration cases with the engineers, foreman, conductors and trainmen.

Q And you were secretary of the managers' committee which represented all the railroads before those two arbitration committees?

A Yes.

Q In that connection did you become familiar with the figures and estimates and all the testimony submitted before those boards of arbitration?

A Yes, sir.

Q Did you compile these figures in a statement, "Statement and Estimated Annual Increase in Pay Rolls as follows, and Increases in Wages Awarded by Arbitration Commissions, and Effective since May 1, 1912"?

A Those figures were compiled by individual railroads on instructions issued by this committee, of which I was secretary.

Q As secretary, did you receive the figures of the Erie Railroad?

A Yes, sir.

Q Were those figures offered in evidence before that board?

A Yes, sir.

Q Is this a statement of those figures?

A Yes, sir.

Q Just read it, please.

A "Statement of Estimated Annual Increase in Pay Rolls as follows, and Increases in Wages Awarded by Arbitration Commissions, and Effective since May 1, 1912."

*Commissioner Donges.* Are these arbitration commissions established by law?

*Witness.* The last one, the railroad trainmen, was under the Newlings Act, which was an amendment of the Erdmann Act. It was not in accordance with the Federal law. It was an arbi-

tration, an agreement between the railroad and the railroad employees.

*Commissioner Donges.* Under the Newlings Act it becomes effective under the provisions of the law?

*Witness.* Yes.

Q The first award was voluntary, if you call it voluntary insofar as the department of Commerce and Labor didn't compel the railroad to participate in the award.

A Yes, it was an agreement.

Q The arbitration was brought about through the force and efforts of the Department of Commerce and Labor at Washington?

A Yes.

Q I didn't want it to appear that we voluntarily granted the increase.

A No, we were held up.

Q Continue to read the statement.

A Effective May 1, 1912, engineers, the amount of increase as handed down by the arbitrators was $124,274.40; that is estimated.

Q Per year?

A Per year. May 1, 1913, telegraphers, Erie Railroad, granted an increase per annum of $47,689.80.

*Commissioner Donges.* That was the result of arbitration?

*Witness.* No, sir. That was the result of negotiations.

*Commissioner Donges.* Between the telegraphers and the officers of the railroad?

*Witness.* Yes, sir.

*Commissioner Donges.* And insofar as it was not required by any authorized body or law, it was voluntary on the part of the railroad?

*Witness.* Yes, sir.

Q Can you say anything about the threatened strike unless these figures were raised?

A Yes; the railroad received an ultimatum from the telegraphers that if they didn't have the increase they would leave the service.

Q This was awarded in the matter to save a strike?

A Yes.

Q Can you say whether that first award made by the company under the Erdmann Act was a strike award in effect?

A Yes, sir.

Q They voted a strike and this was the alternative?

A Yes. They notified the railroad they would leave the service. Ninety per cent. of the men voted to leave the service if they didn't grant the increase.

Q In other respects it was voluntary?

A Yes. May 1, 1913, firemen received an increase of $180,353.73.

*Commissioner Donges.* That was the result of negotiations between employees and the company?

*Witness.* Yes, sir. That was an arbitration under the Erdmann Act, and it was brought about by the same method as the engineers. They took a strike vote.

*Commissioner Donges.* There was no law compelling it?

*Witness.* Yes, the Erdmann law. October 1, 1913, the conductors and trainmen were granted an increase amounting to $339,876.60.

Q That was under the Employees Law as amended by the Newlings Act?

A Yes, sir.

Q These figures were all employees on the Erie Railroad?

A Yes, sir.

*Commissioner Donges.* Under the Newlings Act is the railroad obligated to submit itself to arbitration?

*Witness.* No, I don't think they are.

*Commissioner Donges.* They may or may not submit themselves?

*Witness.* Yes, sir.

*Commissioner Donges.* But once the question is submitted to the board as provided by the Newlings Act, its judgment is conclusive and becomes effective?

*Witness.* Yes, sir.

Q What have you to say about the circumstances which brought about this last award. Was there any strike threatened?

A Yes; there was the same order of procedure. The conductors and trainmen, through their officers, met and a committee composed of operating officers of the several railroads, representing all the railroads east of Chicago and north of the Potomac River; after negotiation for several days the conductors and trainment told the railroad they thought they weren't receiving sufficient pay and they took a strike vote and came back with the usual 90% in their pockets and told the railroads if they didn't grant their request they would leave the service of the company; the various companies. It was a collective movement. Then the mediators came up from Washington and entered into negotiations between the conductors and trainmen and the railroad with the result we submitted to negotiations under the Newlings Act.

*Mr. Merrey.* I object to this testimony.

*Commissioner Donges.* I don't know whether there is any relevancy or pertinency, but it is permitted to come in.

Q Did the Erie Railroad Company attempt to avoid participating in the award?

A In the conductors and trainmen's we have got the question up now, whether the Erie Railroad will—in other words the railroad is now trying to defer the effective date of the award until July, 1914.

Q For what reason?

A For the simple reason the financial condition of the company is such we don't see our way out to pay it.

Q On these other matters was there any alternative for the Erie Railroad than to go into this increase?

*Commissioner Donges.* Mr. Minard, this witness testified it is voluntary.

*Mr. Minard.* If the condition of a man with a pistol to his brain offering to cough up his money is voluntary, I presume this is voluntary.

*Commissioner Donges.* There was no intimation from this witness, there was duress.

Q Was there any way for the Erie Railroad to avoid this increase?

*Commissioner Donges.* That is equally objectionable.

*Mr. Minard.* I don't know; the commissioner seems to have in mind that these awards were all voluntary. I want to explain the circumstances.

*Commissioner Donges.* Yes, but his explanation, I assume, is the one we should take. Yours is an argument whether the circumstances were voluntary or otherwise.

*Mr. Minard.* Based on the circumstances which brought about the increase; I would now like to know whether there was a way out for the Erie Railroad Company so they needn't pay the money.

*Commissioner Donges.* The witness said it was voluntary; they participated in it on the judgment of the Erie Railroad, following the better plan.

*Mr. Minard.* I think the record will show the payment was voluntary in the sense that the word is used.

*Mr. Merrey.* There was a way out of it.

*Commissioner Donges.* It is a matter of argument, I think. Mr. Minard is now seeking to get his argument on the record.

*Mr. Merrey.* I think he demonstrated they tried at least to keep it off for one year.

*Mr. Minard.* I offer this statement in evidence; is there any objection?

*Mr. Merrey.* No.

*Commissioner Donges.* It will be admitted and marked as an exhibit.

(Same is marked Exhibit R-14.)

Q You are chief to Vice-President Stuart, are you not?

A Yes.

Q And he has charge of all divisions of the road, operating charge?

A Yes, sir.

Q You have a general manager for lines east of what points?

A Buffalo and Salamanca.

Q And a general manager west of that?

A Yes.

Q Who is the general manager?

A H. O. Dunkle.

Q Have you any reports in your office from Mr. Dunkle of the cost to the railroad company in repairing damages done by floods done in Ohio this spring?

A I think there is an item in there showing the cost.

Q I show you a paper which purports to be a copy of some correspondence and ask you to refresh your memory—, I will ask you first whether that is correspondence in your office.

*Mr. Merrey.* I object to this.

*Commissioner Donges.* I think, Mr. Minard, this witness is not competent to testify to a paper made by someone else.

*Mr. Minard.* We can bring Mr. Dunkle here from headquarters, who sent out the report.

*Commissioner Donges.* The person who made the record is not here for cross examination; inasmuch as objection is made, I don't see how we can permit this witness to testify to the accuracy of a report made by someone else.

*Mr. Minard.* It was made in the office.

*Commissioner Donges.* Applying the general rule, it is cross examination of this witness of details of records made by someone else.

*Mr. Minard.* We have a record made from time slips along this line.

*Commissioner Donges.* There was objection to this.

*Mr. Merrey.* I object to the whole line of testimony.

*Mr. Minard.* On what ground?

*Mr. Merrey.* I object to the testimony on the ground that none of it whatever is pertinent; and I object to the fact, particularly here, there isn't any evidence the witness can tell us the cost of this work repairing the flood damages or making the road twice as good as they had it before.

*Mr. Minard.* We can show all that. The point is whether you object to this witness testifying to this information. We will bring Mr. Dunkle I would like to know when the commission will fix a hearing for Mr. Dunkle.

*Commissioner Donges.* We will fix it to-morrow, or fix it another day.

*Mr. Minard.* We can bring him at the time the commission takes testimony at Paterson.

*Commissioner Donges.* Inasmuch as other hearings are necessary it will be better to confine the testimony of that hearing to the testimony of witnesses, whom, because of physical infirmity, were to be examined at Paterson.

*Mr. Minard.* It is one of the elements that go into a hard luck story. It cost a million and a quarter dollars and is something we had to pay for.

GEORGE H. PALMER, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q Mr. Palmer, where do you live?

A New York City.

Q What is your position or occupation?

A Assistant general tax agent, Erie Railroad.

Q How long have you been in that land department?

A Thirty-two years.

Q Are you familiar with the records of that department?

A Yes, sir.

Q I show you a paper and ask you what that is.

A That is a statement of the title of the Erie Railroad Company to the property of the Paterson & Hudson River Railroad Company and the Paterson & Ramapo Railroad Company.

*Mr. Minard.* Let me say for the information of the commission and to save time: This is a statement along the lines of Mr. Palmer prepared in the Rutherford case. It has attached copies of special acts and incorporation of the Paterson & Hudson River and the Paterson & Ramapo Railroad and all acts supplemental, copies of the lease to the Union Railroad and the lease of the Union Railroad to the Erie Railroad, and the statement gives the subsequent title to the Erie Railroad to-day.

*Commissioner Donges.* An abstract?

*Mr. Minard.* An abstract or description of the land affecting the crossings in question. It is a very complete document. I think with that explanation it might be admitted, unless there is cross examination.

*Commissioner Donges.* Suppose it be marked for identification subject to verification.

*Mr. Minard.* We can offer it in evidence the same as we did before subject to the right of examining the originals.

*Commissioner Donges.* If that is agreeable to you, this may be marked as an exhibit subject to the right to produce and inspect the originals.

*Mr. Merrey.* Yes.

*Mr. Gourley.* Yes.

*Commissioner Donges.* That will be admitted and marked as an exhibit under that understanding.

(Same is marked Exhibit R-15.)

*Mr. Minard.* The commission asked us to tell where the lines of the Paterson & Hudson River Railroad and the Paterson & Ramapo Railroad were separated. We have done a great deal more than we were asked. We have prepared maps of our entire right of way through Paterson.

*Mr. Merrey.* Are they to scale?

*Witness.* Yes, 100 feet to the inch.

Q Now, Mr. Palmer, what does this map represent; just explain it in detail.

A It shows the land which is in the City of Paterson which is controlled by the Erie Railroad Company.

Q What do the colors show?

A The different sheets show different colors.

Q Will you take sheet marked No. 7?

A No. 7, the property bounded by the yellow desig-

nation is the property of the Paterson & Hudson River Railroad and the brown the Paterson, Newark & New York Railroad Company. The green bounds the Erie Land & Improvement Company, the red the Paterson & Ramapo Railroad Company.

Q Does that designation prevail throughout all the sheets?

A Yes. There is one more, blue, it is the property of the Erie Railroad Company.

Q And the blue lines appear only on sheets where there is Erie land?

A Yes, sir.

Q What have you to say about these little diagrams in the corner of the sheets; for instance in sheet No. 5, what is that diagram index to parcels?

A In the first column the number of the parcel on the sheet; in the second column, the name of the grantor; third column, date of the deed; fourth column, name of the grantee in the deed, fifth, sixth and seventh columns gives the date, book and page.

Q Register's office of Passaic County?

A Register's office of Passaic County.

Q Each piece of ground on the map is marked with a number in a circle.

A Yes.

Q That number corresponds to the number in the diagram as indicating the grantor?

A Yes.

Q Is there anything else on this map you can explain, that requires explanation?

A There has been no attempt made to show where the tracks are; simple enough to locate the center line.

Q Simply the arrangement of the real estate?

A That is all.

Q What is the number up in the sheets here (indicating)?

A These maps were made up from land records and these sheets were numbered in our original record.

Q If this map was required to be verified at any time you can refer to that in the original land record?

A Yes.

Q How old are those records?

A These maps were made two years ago.

Q You have old maps?

A We have old maps and record books.

Q Do these maps show actually the land owned by the several companies, grantors, grantees, books and pages of the record?

A Yes, sir.

Q And the colored lines indicate accurately the territory covered by each deed?

A Yes, sir.

Q And the number in the circle represents the separate tracts?

A Yes.

*Commissioner Donges.* Which is accurate as of to-day?

*Witness.* Yes.

*Commissioner Donges.* I understand these maps are confined as to the character of the streets.

*Witness.* Taking in the main line.

*Commissioner Donges.* And all the streets affected by this crossing.

*Witness.* Yes.

*Mr. Merrey.* The entire city?

*Witness.* Yes.

*Mr. Minard.* Have you any cross examination on this map?

*Mr. Merrey.* No, I haven't.

Q The tracks mentioned in here and numbered here accurately described in those descriptions attached to the statement which we offer?

A I simply confined the copy of the description attached to the statement with the original right of way. I haven't included outlying property.

Q Would that or would not apply only to land were the crossing eliminated, or the entire strip?

A The whole strip, the original right of way.

Q The original right of way of the Paterson & Hudson River and the Paterson & Ramapo?

A Yes.

*Commissioner Donges.* That is to say, Exhibit R-15 is an abstract of the history applying only to the main stem.

*Witness.* Yes. I think that is described on the third page. Most of the tracks lie wholly within the original width of the right of way. There may be a few exceptions; in the majority of cases.

*Mr. Minard.* Any questions about this map?

*Mr. Merrey.* No objection.

*Mr. Minard.* I offer it in evidence.

*Commissioner Donges.* It will be admitted and marked as an exhibit.

(Same is marked Exhibit R-16, including eight sheets.)

Q Mr. Palmer, I asked you to prepare a statement of the assessed valuation of the Paterson & Ramapo Railroad and the Paterson & Hudson River Railroad within the limits of the City of Paterson; have you prepared such a statement?

A Yes; under my direction.

*Mr. Merrey.* How is that material?

*Mr. Minard.* Mr. Palmer will tell us how it is made.

Q Just explain how it was made up.

A The items in the first and second class were property and franchise made up from the reports of the—or from the rates of the State Board of Assessors, and the third class of property, the statement was made up from tax bills of the city of Paterson.

Q So all the figures were from the officer either

of the State Board of Assessors or the municipal board?

A Yes; excepting the last item was apportioned on the city of Paterson franchise.

Q Mileage basis?

A Yes; we took the total franchise as fixed by the State Board of Assessors and apportioned and mileage of the city as compared to the total mileage of the companies assessed.

Q Then the Paterson & Hudson River Railroad is assessed in the city of Paterson, how much?

A $593,290.

Q The figures of the Paterson & Ramapo Railroad were made up in the same manner?

A In the same manner.

Q They show an assesment of how much?

A $495,474.

*Mr. Minard.* In that connection I want to offer a statement sworn to by Mr. Hansel, who valued all the property in New Jersey under the authority of the State. Mr. Hansel is in Philadelphia to-day and I am offering that; it is sworn to before a notary and all, if the commission is willing to accept it. Those are the Paterson & Ramapo and Paterson & Hudson River Railroads, those statements. I might add, the only manner in which those figures differ from the report, which is a State document, is it is entitled "Report of Valuation of Railroads and Canals in New Jersey," for, as he says, he took the assessed valuation in certain parts, instead of his own appraisement, and it is stated in his affidavit what was accepted as the assessed valuation.

I offer this statement that Mr. Palmer made of the assessed valuation.

*Commissioner Donges.* Is there any objection to the admission of the statement made by Mr. Palmer?

*Mr. Merrey.* No.

(Same is marked Exhibit R-17.)

*Mr. Merrey.* In looking at Map No. 8, I think that runs through the main station at Market street, is a line with a note to the effect for taxation purposes the property is in two parts, divided at that point.

*Witness.* At the time the Paterson & Ramapo was incorporated and laid out, the Paterson & Hudson River had its station at the point on Main street about where Grand street now intersects.

*Mr. Merrey.* Where the St. John's Church is?

*Witness.* St. John's Church and round about —I think part of the Ramapo was incorporated in 1847, or to deeds were taken in 1847, and the railroad build around about that time and the line was laid out at the intersection of the Paterson & Hudson River Railroad just east of what is now Straight street. Subsequently, 1855 or thereabouts the Paterson & Hudson River abandoned their old station and bought a strip of land thirty-five feet wide adjoining the land of the Paterson & Ramapo and has a joint station from that time on up near Market street.

*Mr. Merrey.* After that there was some agreement made between them?

*Witness.* No.

*Mr. Merrey.* As to the taxable proportion; you notice what I mean?

*Witness.* I know what you mean; for accommodation on account of lapping on each other. To give a little history. Our office was moved to New York—we had charge of all property outside of New Jersey, the New Jersey office handled that. We moved down in 1890 and we went into an investigation of the assessments. We found we were doubly assessed. The Paterson & Ramapo was assessed on the main stem from Market street to a point east of Straight street to the in-

tersection of the Paterson & Hudson River, and the Paterson & Hudson River was assessed from the main stem between the same points, and we got an adjustment by which only one main stem was assessed and the division was made at that point, about the center of the station.

Q That point was taken for convenience as the company's property line?

A Yes, that is all.

Q (*By Mr. Merrey.*) This assessment was made on that agreement?

A That arrangement.

Q Now as the property of each?

A No.

Q The property on the map marked blue which belongs to the Erie Railroad was not included in this table?

A Yes, included in this table; all the property of the railroad company is included. It is assessed by the State as belonging to the underlying company.

Q Notwithstanding it is owned outright by the Erie?

A Yes.

*Commissioner Donges.* What is the Erie Land & Improvement Company?

*Witness.* That is the company controlled by the Erie; some properties stand in their name.

Q (*By Mr. Minard.*) It is a real estate company?

A A real estate company.

Q (*By Mr Merrey.*) The land is not used for railroad purposes?

A Yes, the land in one case just east of Straight street; it used to be a Paterson Iron Company; on the next street, the upper right hand corner; that is used for railroad purposes.

*Commissioner Donges.* A yard?

*Witness.* Yes.

*Commissioner Donges.* Is that a freight yard?

*Witness.* Yes.

Q (*By Mr. Minard.*) Do I understand, Mr. Palmer, this statement we have just offered, Exhibit R-17, included all the land used for railroad purposes owned by the Erie Land & Improvement Company, the Erie Railroad Company or the Paterson & Hudson River Railroad or the Paterson & Ramapo Railroad?

A Yes.

Q That is the total valuation of all property used by the Erie Railroad Company in Paterson?

A Yes.

*Mr. Minard.* I offer that as showing the property belonging solely to the Paterson & Hudson River and Paterson & Ramapo R. R. Companies.

*Mr. Merrey.* The question is whether a statement supported by a affidavit be taken in lieu of the production of Hansel.

*Mr. Minard.* Those figures were accepted by the State and accepted by the Board of Assessors. They are merely public figures.

*Mr. Sommer.* No objection as to their being received as though he testified to them.

*Commissioner Donges.* And the summary of what Mr. Hansel would testify to if here. Do you desire to reserve any right of cross examination?

*Mr. Sommer.* None at all.

*Mr. Minard.* I offer the one of the Paterson & Hudson River Railroad.

(Same is marked Exhibit R-18.)

*Mr. Minard.* This I will have marked for the Paterson & Ramapo Railroad. I would like the privilege of taking them with me and having copies made; I will return them to the commission.

*Commissioner Donges.* It will be admitted and marked as an exhibit.

(Same is marked Exhibit R-19.)

Q (*By Mr. Minard.*) Mr. Palmer, did you prepare for me a copy of the assessed valuation of the Pater-

son & Ramapo system throughout and the Paterson & Hudson system?

A Yes, prepared under my direction.

Q How is this statement made up?

A Made up in the same way as former statements?

Q By obtaining the information from the State Board of Assessors and the city valuation and the municipal valuation in the various municipalities?

A Yes.

Q The first item covers the assessed valuation of the Paterson & Hudson River Railroad, does it not?

A Yes.

Q $2,727,044?

A Yes, sir.

Q The second memorandum covers the Paterson & Ramapo Railroad assessed at $1,616,492, is that correct?

A That is correct.

*Mr. Minard.* I offer that in evidence.

*Mr. Merrey.* No objection.

(Same is marked Exhibit R-20.)

Q Mr. Palmer, did you make any investigation to ascertain when streets were laid out in Paterson?

A Yes, I had one made.

Q What was the result of your investigation?

*Mr. Merrey.* I object to that.

*Mr. Minard.* I will admit you have got the original records.

*Mr. Merrey.* If the witness knows he can testify to it. If you have any records put them in.

*Mr. Minard.* The only thing I can do is produce the man who examined the county records in Passaic County. After a personal investigation, made under Mr. Palmer's supervision, he reported to Mr. Palmer and Mr. Palmer has an abstract of the result.

*Mr. Merrey.* What will the county records show you?

*Mr. Minard.* They will show you only two streets were in Paterson when the railroad was laid out and all the rest were laid out afterward.

*Mr. Merrey.* The county records don't show that.

*Mr. Minard.* They will.

*Commissioner Donges.* If they are extant records, why may they not be produced, or a certified copy?

*Mr. Minard.* They may. If the commission requires that we will have it done.

*Commissioner Donges.* I think that is the best proof, in view of the objection.

*Mr. Merrey.* I may be able to agree with him on this subject if I have an opportunity to investigate it.

*Mr. Minard.* I want to know now whether it is our duty to produce certified copies or whether it wasn't the plaintiff's own duty to do that.

*Mr. Merrey.* You set it up. I say it doesn't matter whether it was before or after.

*Commissioner Donges.* I think it is a matter raised by the respondent.

*Mr. Merrey.* I may agree on the fact.

*Commissioner Donges.* Where it is a matter particularly of public record susceptible of legal proof, unless—

*Mr. Minard.* Yes. Do I understand the commission to rule it doesn't make any difference whether a street is opened after a railroad was built and operated or not?

*Commissioner Donges.* The question hasn't been raised on that.

*Mr. Minard.* Mr. Merrey says it don't make any difference; I say it does.

*Commission Donges.* In your answer you distinctly raise that question. If you desire to have any advantage of that it will be necessary for you to introduce proof that the condition or situation raised by your answer exists.

*Mr. Merrey.* If Mr. Minard will give us an opportunity to investigate his report we may be able to agree. I think that will save dispute and the necessity of taking evidence. As soon as we are satisfied he is right we won't have any dispute on it.

*Mr. Minard.* We are very willing to do that. We can produce that man; I don't know as we can produce the certified copy.

*Commissioner Donges.* In view of the objection it is a question whether the production of the man who examined the records is sufficient. There are no objections to submitting a copy of what you propose to prove to Mr. Merrey or Mr. Sommer?

*Mr. Minard.* In a foreclosure proceeding you may submit a certified copy of title. I don't see why any stricter rules of evidence are required here. The man who made the examination is a lawyer, a member of the bar of New Jersey.

*Commissioner Donges.* That is in an uncontested foreclosure, Mr. Minard.

*Mr. Minard.* Yes, that is true.

*Commissioner Donges.* That is under a court rule, I think not under statute, and only in uncontested foreclosure.

*Mr. Minard.* We can produce the certified copy. I want to go back to that point again. You say if we want to take any advantage of this situation; the best advantage to take of it would be to say nothing about it. If he doesn't sustain the burden of his case he don't win.

*Commissioner Donges.* This is not strictly a law suit where one party wins and loses because of a failure of proof.

*Mr. Minard.* It isn't strict; yet when we want to take evidence in one case it is a strict court of law and in the other it isn't.

*Commissioner Donges.* Where you tendered something else than the best evidence and substitute it for the best, and it is objected to, then I think we are entitled to the best.

*Mr. Minard.* On the question of whether we need to offer it, it isn't a court of law.

*Commissioner Donges.* That may be a thing for you to determine; whether you are willing to rest your case without having that matter before the commission.

*Mr. Minard.* We will let that go.

*Mr. Sommer.* We will agree on it.

*Mr. Minard.* We can probably get a car and bring the contents of the offices up to a hearing at Paterson.

I believe that is all I have for Mr. Palmer.

*Commissioner Donges.* Any cross examination?

*Mr. Merrey.* No.

*Mr. Minard.* Most of these gentlemen here in the court room were engaged in taking the census at the crossing. If we can agree on the evidence going in, as we did in the Rutherford case, we will offer a summary subject to our being called on at any time for the original sheets and we will produce the original sheets and the men who superintended the taking. If there is any question as to how the figures were actually taken we will produce any of the men necessary. It is approaching the hour for adjournment; if we could make an arrangement of that kind, we wouldn't bring these men back.

*Commissioner Donges.* What have you to say, Mr. Merrey.

*Mr. Merrey.* That is fair.

*Commissioner Donges.* That seems to be satisfactory.

Adjourned until the following day, Friday, December 5, at the Chancery Chambers, Jersey City, at 11 o'clock A. M.

BOARD OF PUBLIC UTILITY COMMISSIONERS

Jersey City, N. J., Friday, December 5, 1913.

PATERSON GRADE CROSSING ELIMINATION, ERIE RAILROAD COMPANY.

Before Commissioners Donges and Daniels. F. H. Sommer, Esq., Counsel.

For City of Paterson appears E. F. Merrey, Esq.

For Erie Railroad Company appear G. S. Hobart, Esq., and D. E. Minard, Esq.

For abutting property owners, etc., appears William B. Gourley, Esq.

*Mr. Minard.* I promised yesterday to produce a copy of the Western Union contract, dated September 25, 1907, and the supplement or amendment, supplemental amendment, dated the third of September, 1913. I offer those in evidence in connection with the wires that are operating along the railroad company's right of way.

*Commissioner Donges.* There is no objection to this being a copy of the amendment?

(No response.)

*Commissioner Donges.* It will be admitted and marked.

(Contract 1907, marked Exhibit R-21.)

(Agreement 1913 marked Exhibit R-22.)

*Commissioner Donges.* This is a copy, not the original?

*Mr. Minard.* No, I have a copy in the Rutherford case. It is a printed copy in the one case and a typewritten copy in the other.

*Commissioner Donges.* Was there anyone appearing yesterday who wishes their appearance entered to-day?

(No response.)

*Mr. Minard.* We might have an opportuity at Paterson to offer testimony which will be satis-

factory concerning damage in the Ohio flood. I told you there was one of our witnesses in Chicago who couldn't get here to-day. I would like permission, if it is desired to do so, to bring the matter up then.

*Commissioner Donges.* Yesterday the matter was brought up by you an objection was made by Mr. Merrey; it was then decided the hearing at Paterson was for the taking of testimony of witnesses offered because of infirmities, and any testimony of the Ohio floods, will be presented, if at all, at a subsequent date.

*Mr. Minard.* That applies to some other testimony which I was going to mention.

*Commissioner Donges.* The taking of testimony at Paterson will be confined to those witnesses, and now particularly in view of the fact that it is to be used in the Rutherford case as well.

WILLIAM BRAMELD, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q Mr. Brameld, did you at my request put the siding industries on the sidings through Paterson on a blue print?

A I did.

Q Where did you get the map from which the sidings were placed on this map?

A This map is a blue print of a tracing in the files of city engineer's office.

Q Simply a right of way map?

A It shows the tracks generally in the city.

Q This map, I notice is entitled "Erie Railroad Company, Map showing track facilities in Paterson, March, 1903."

A Yes.

Q And for this purpose have you not put on all the industrial sidings which were not already on the map and marked it up with letters in circles at each crossing in accordance with the map offered by Paterson in this case?

A Yes.

Q So these letters in circles correspond with the blue print which the city has offered?

A Yes, sir.

Q What does this map show, beginning at one end and going to the other?

A It shows the tracks of the company from a point near Thomas street east of Madison avenue on the main line through to Hawthorne. It shows the Newark branch tracks from the city line to the junction with the main line east of Straight street.

Q Does it show all the yards?

A It shows all the yards in the city and sidings to industries.

Q I see on the left hand side of the map one track is marked River street yard; that indicates the yard at River street of the company?

A Yes.

Q And a number of tracks in there?

A Yes.

Q I see a building marked "freight house"; that indicates the Paterson freight house?

A That indicates the freight house at the River street station.

Q I see a street marked "River street station"?

A That is the passenger station at River street.

Q Proceeding along I see the Paterson depot; is that the passenger station at Paterson?

A That is the passenger station.

Q The Market street station?

A The Market street station.

Q The freight yard is marked?

A That indicates the Paterson city freight yard, yes, sir.

Q What kind of tracks are in there, for what purpose?

A Team tracks.

Q For teams unloading?

A For teams unloading.

Q Do you know whether the map is drawn to scale or not?

A It is drawn to scale.

Q So the different distances or the difference of the distances or objects from each other can be determined from scaling?

A Yes.

Q The scale here is one inch to two hundred feet?

A Yes, sir.

Q I see here an object marked "freight house"; is that the Paterson city freight house?

A The Paterson main freight house located just east of Cedar street on Railroad avenue.

Q Down here I see storage yard?

A Where they store and sort cars to be placed at the different industries and also the team yard.

Q It is not a team yard?

A Not a team yard.

Q But for putting cars in the team yard? I see here "D., L. & W. R. R."; those are the tracks of the D., L. & W.?

A Adjacent to the Newark branch.

Q They run into the main line somewhere?

A No, they have no connection with the main line at that point.

Q I see an object here marked "station, South Paterson."

A That is the South Paterson station of the Newark branch.

Q That is what street?

A Main street.

Q At Main street there is a grade crossing?

A A grade crossing.

Q With trolley tracks?

A No trolley tracks.

Q Running over it? Then this indicates the Paterson branch on out?

A The Newark branch.

Q And the D., L. & W. R. R. running as far as Getty street?

A Getty avenue.

Q At Getty avenue there is a grade crossing?

A Getty avenue is a grade crossing.

Q The Newark branch does not run into the main branch between Clay and Straight street and Madison avenue?

A Yes.

Q I notice here a circle with names of objects; what does that represent, in the orange color?

A The circles with the letters in them and the names opposite, shown in yellow, indicate the crossings at grade, which the petitioner desires eliminated.

Q They are lettered and named in accordance with the city's petition?

A Yes, sir.

Q And map?

A Yes, sir.

Q I see a circle with a number in red; what does that indicate?

A The small circles with the numbers in them in red indicate the location of the industries that are served by sidings.

Q I see here a table from one to forty-six; what is the circle in red with names opposite; what do the names indicate?

A Indicate the owner of the industry served by sidings on the line.

Q Those are the names of owners of sidings marked on the map?

A Yes, sir.

Q You can readily determine the location of each owner's siding by getting the number opposite his name?

A Yes.

Q I notice that the John Agnew Company is marked two sidings, how do you indicate that; also the Weidmann Silk Dyeing Company at 43?

A By placing a circle with the number 11 in it, it locates the different sidings.

Q Are there two?

A There are three.

Q There are three sidings they have but you have only put two there, is that right?

A No.

Q There is another siding which continues around No. 11?

A No. 11 is on Prince street; it is a siding that runs to a storage yard at Prince street; the two circles in No. 11 in the vicinty of Governor street, Tyler and Gardner streets, are sidings to coal yards. There are several sidings.

Q Weidmann Silk Dyeing Company are marked No. 43?

A Weidmann Silk Dyeing Company has two sidings, one on both sides of the main track west of Fifth avenue and one at the coal yard east of Fifth avenue.

Q (*By Mr. Merrey.*) When you say east you speak in railroad direction?

A Railroad direction, Jersey City is east.

Q East is really south?

A On this map, yes.

Q (*By Mr. Minard.*) Where did you get the information that the Weidmann Silk Dyeing Company and the Agnew Company had two sidings?

A I went out on the ground.

Q Why do you say two sidings there and show three on the map?

A This list on the map is a copy of what is shown in the respondent's answer.

Q That is copied from the answer and afterwards you went on the ground and found there were three instead of two?

A I did.

Q Wherever a company has more than one siding there will be the same number of circles with their number in there as they have sidings, is that right?

A Yes, practically.

*Commissioner Donges.* I notice here two No. 10's in circles; that indicates one of the sidings?

*Witness.* No; that indicates one of the places where they are served.

Q By the same siding?

A This is a different siding; they have a siding they built, taking off the house track siding. That is located on both sides of Taylor street?

Q That is No. 10?

A No. 10 is the Standard Oil Company.

*Mr. Minard.* I offer this map in evidence.

*Mr. Merrey.* We will have no objection.

*Commissioner Donges.* Suppose Mr. Gourley asks any questions he wishes first.

Q (*By Mr. Gourley.*) Do these sidings indicate whose property that is, the railroad's or abutting property owners?

A They do not.

Q (*By Mr. Merrey.*) Do you know anything about the owners of property?

A I do not.

Q Do you know whether these names of owners are correct or not?

A I do not. They were taken from the list that was in the respondent's answer.

Q Then it may be that some of the property which is credited up to the different people belongs to the railroad company?

A It may be.

Q Take No. 18 for instance, Morrison Company, that is at Market street?

A Yes.

Q Isn't that owned by the Erie Railroad Company or the Paterson & Ramapo, one of those companies?

A It is so indicated on the right of way on the map; I don't know by personal knowledge.

Q Why did you put the name, Morrison & Company?

A As an industry that was served by a siding.

Q So that these names that you have on this map in the following circles in which there are numbers, merely indicate an industry and not the ownership of any property there?

A That is correct.

Q As far as you know?

A As far as I know.

Q Might I ask about No. 8, M. Gable; there is no such person, as far as you know?

A I inquired from the freight agent and he said M. Gable had a piece of land where it is marked No. 8.

Q Is that owned by the Erie itself?

A I don't know.

Q Do you know whether or not these sidings were made by any permanent right where they cross the street?

A I do not.

Q You do not know whether or not the city of Paterson has given more than temporary permission to cross the street?

A I do not.

*Mr. Merrey.* Mr. Barber, were you able to locate G. A. Zabriskie in the Paterson matter? You wrote me you couldn't locate him.

*Mr. Barber.* No.

*Mr. Merrey.* He was one of the parties mentioned to send out notices to.

*Mr. Barber.* No, the letter was returned to the office. It was registered; we had notice they couldn't make delivery and didn't find the address in the city of Paterson.

*Commissioner Donges.* You are speaking about No. 5.

*Witness.* No. 5 is the location of the building occupied by—it is the building on the northwest corner of Clay and Railroad avenue, according to railroad direction. It is an industry located under the name of G. A. Zabriskie.

*Mr. Gourley.* This shows the McNab & Harlin switch?

*Witness.* Yes, two of them.

*Mr. Minard.* I offer that map.

*Commissioner Donges.* It will be admitted and marked as an exhibit.

(Same is marked Exhibit R-23.)

Q (*By Mr. Minard.*) Mr. Brameld, in going over this ground to check up these sidings did you make any observations, geological observation, as to the streets or structures that would be effected by the depression of the right of way through Paterson, as required by the petition or by the elevation of the strip as mentioned in the alternative, of these obstructions and structures not mentioned in the petition or included in the proceeding; did you make this list of those?

A I did.

Q Just point out to the commission the location of the different objects mentioned on the list beginning at the top.

*Mr. Merrey.* Do these refer to all structures?

*Mr. Minard.* Yes, railroad structures.

Q Begin at the top?

A The first one is the Passaic river bridge, the bridge shown on the map, known as bridge No. 5.

Q Do you know how high that bridge is above mean water level?

A I have taken no exact measurements.

Q Are you able to say from your observation?

A I should judge it would about fifteen to sixteen feet, not over.

Q Do you know anything about the elevation above high water, not unusually high, but ordinarily high water?

A I have known them to put a railroad train on the bridge to keep it from being washed away.

Q How wide is the river between the abutments, can you tell, about?

A About 400 feet.

Q The bridge is about 400 feet long?

A Yes.

Q That is a double-track bridge?

A Yes; at Fifth avenue there is a grade crossing.

*Mr. Merrey.* May I call attention to something here?

*Mr. Minard.* Yes.

*Mr. Merrey.* Sixth avenue is an open street, permission to cross at grade has been refused, but permission by the ordinance has never been contested opening that street. We will contend hereafter if the question comes up that Sixth avenue is an open street.

*Mr. Minard.* I think you refer to the decision of Vice-Chancellor Howell of the Court of Chancery when he decided it was not an open street.

*Mr. Merrey.* No; he decided no grade crossing could be put over there and the commission refused to allow a grade crossing.

*Mr. Minard.* The reason it came to the commission was the vice-chancellor decided it was not an open street.

*Commissioner Donges.* I don't know that it is necessary to debate that now.

*Mr. Minard.* It won't make any difference about our word in the matter. The evidence of the court will settle the question.

Q The next?

A Montgomery street.

*Mr. Minard.* Do you want Sixth avenue brought in as objects you have omitted?

*Mr. Merrey.* I am telling you that is our claim.

*Mr. Minard.* I assume the stenographer will get your statement.

Q The next object?

A Montgomery street.

Q What is the condition of that street?

A Not open across the tracks.

Q What have you to say about that street? Has an application been made to open that street across the tracks? What does your memoranda show of that?

*Mr. Merrey.* I object to what his memoranda shows is the street condition. The original application was made to open that street and it was left out in the amendment.

*Mr. Minard.* Lawrence street. You applied for elimination and you left it out?

*Mr. Hobart.* All we have is the amended petition.

*Mr. Merrey.* We have the original here too.

Q Fullerton street?

A Now an undergrade crossing.

Q It will be affected by elevation or depression?

A Yes.

Q What is the next one?

A Harrison street.

Q What is the condition?

A Not open across the tracks.

Q The next one?

A Governor street.

Q What is the condition of that street?

A Not a grade crossing.

Q Tyler street?

A Tyler street is not open across the tracks but is included in the original petition.

*Commissioner Donges.* Is that one of the streets not included in the amended petition?

*Mr. Merrey.* It was included in the original petition but not in the amended petition.

*Witness.* Grand street and Essex street are undergrade crossings.

*Mr. Minard.* I would like, just for my own information, to inquire at this point, did the original petition consider it part of the proceeding, or was it returned and a new one substituted?

*Commissioner Donges.* My impression is the original and amended petitions are part of the files.

*Mr. Minard.* Part of the files. We were never served with a copy of the original petition and never answered or filed an aswer.

*Mr. Barber.* It is unnecessary to consider it part of the record for this reason, a petition was filed within a few days after the passage of the law and the commission, before considering it, took up the question of rules and adopted the present rules concerning petitions. The original did not comply with these rules and it was declined.

*Commissioner Donges.* The petition is taken as a new petition and the original petition is withdrawn?

*Mr. Barber.* Practically.

*Mr. Minard.* We will offer the original petition in evidence on our behalf.

*Commissioner Donges.* Was the original petition withdrawn and returned to the petitioner?

*Mr. Barber.* My recollection is the original petition was returned by the board to the petitioner with the statement it didn't comply with the rules and they were told what to do.

*Commissioner Donges.* And not filed?

*Mr. Barber.* That is my recollection; I am not positive about that. The only point is, I didn't want it to go on the record that would be a part of the record in this proceeding if I didn't have a copy of the petition in our office; but I will look.

*Commissioner Donges.* It may appear that the so-called amended petition is really the only paper filed and the only paper to be acted on by the board.

*Mr. Barber.* That is true. The other petition was not accepted.

*Mr. Minard.* We will offer it in evidence as part of our case; if you haven't a copy, we will send you a copy.

*Mr. Merrey.* Then how will you send a copy?

*Mr. Minard.* Mr. Merrey, I assume, will send a copy.

*Mr. Merrey.* If I can get a copy I will furnish it.

*Mr. Minard.* We will get one some way and present it to the board.

*Commissioner Donges.* How does the introduction of the petition which has not been received by the board, never acted on, and because of failure to comply with the rules of this board was not received, become material?

*Mr. Minard.* It becomes material in showing —it will show, for instance, that these streets here, which will be affected one way or the other, were not included in the second petition but were in the first.

*Commissioner Donges.* How does that become material, if the second one is the one we are acting on and the fact that they are not part of the record in this case.

*Mr. Minard.* I know. I do not understand this discussion is directed to the question as to whether they are part of the record in this case.

*Commissioner Donges.* No. You call upon Mr. Merrey, in fact you call upon Mr. Merrey, to produce a petition sent by him in behalf of the city of Paterson to initiate a proceeding before this board for the elimination of certain crossings at grade in the city of Paterson. That petition was returned by the secretary of this board with the statement that it did not comply with the rules of this board covering the matter and would not be accepted. Then the situation was as if no petition had ever been forwarded. Apparently erroneously the petition afterwards sent to the secretary of the board and received and filed has been referred to as the amended petition.

*Mr. Minard.* It calls itself an amended petition.

*Commissioner Donges.* When, as a matter of fact, it is an original petition.

*Mr. Minard.* That in itself considers the other petition part of the record which this pretends only to be an amendment.

*Commissioner Donges.* If the so-called amended petition contains all the matter that would be contained in a petition and the necessary matter, it don't make any difference what it calls itself.

*Mr. Minard.* If it changes all the matter, it is intended to amend.

*Commissioner Donges.* No; all the matter necessary to initiate proceedings and notice to parties.

*Mr. Minard.* It may contain all the essential information. Lots of information in the pleadings is not essential, nevertheless the importance of it develops.

*Commissioner Donges.* That would be true, Mr. Minard, if the original petition had been filed.

*Mr. Minard.* Where did you get the information that these streets you have mentioned in this list were included in the original petition?

*Witness.* In the files of the assistant to the president's office I found a copy of such petition.

*Mr. Minard.* Do you know how that petition came to be there?

*Witness.* I do not.

*Mr. Minard.* That appears, evidently, that the petition came to us. I will offer that copy that came to us in evidence. It must have had some authority.

*Commissioner Donges.* It is this reference to amended petition—I rather assumed, without knowing the state of the files, the petition was filed and an amendment made. It had better be left until we find what the state of the files is.

*Mr. Minard.* We can take care of that later.

*Mr. Barber.* As far as the railroad company is concerned with respect to that petition its position would be just about the same as though someone would write, making a complaint against the Erie Railroad Company, and should address it to the Railroad Commission of the State of New Jersey. That could not be accepted as a complaint. It is not the Railroad Commission, it is the Public Utility Commissioners. In such a case the original petitioner would be advised that he should send communications addressed to the Board of Public Utility Commissioners and no copy of that communication would be forwarded

to the railroad. This petition which came in in the first instance was not in proper form, therefore it was not accepted or recognized by the board and no copy was ever sent to the railroad company. It has no position before the board.

*Mr. Minard.* I assume it was properly addressed.

*Mr. Barber.* That may be.

*Mr. Merrey.* Whatever I put in that was abandoned by the petitioner and this substituted in place; it is practically a new petition.

*Mr. Minard.* You can change the amended petition by striking out the words, referring to the previous petition?

*Mr. Merrey.* No, we want to show we brought it in at the beginning.

*Mr. Minard.* We will proceed with this list and take that matter up later.

*Commissioner Donges.* It refers to it as an amended petition.

*Mr. Merrey.* I drew the petition and I thought the original petition was on file. To differentiate them I put that word.

*Mr. Minard.* You can't object to our putting that in evidence.

*Mr. Merrey.* I don't object to it. It doesn't help anything or hurt anything.

*Commissioner Donges.* If it is desired, and there is no objection, it will be admitted when offered.

Q What is the next item?

A Taylor street.

Q Just locate that for the commission.

A There (indicating).

*Mr. Merrey.* The street was opened formally by ordinance. The ordinance is effective and application has been made, or is about to be made to the Court of Chancery to compel the railroads under their charter obligations to build a bridge.

*Mr. Minard.* You want a crossing.
*Mr. Merrey.* An actual crossing.
*Mr. Hobart.* Overhead?
*Mr. Merrey.* Overhead.

Q The next?
A Dakota street, not opened across the tracks.
Q And Hazel?
A Hazel street is an overhead crossing.
Q Where the street is now over the tracks by a viaduct?
A Yes.
Q That is the city line, according to this map.
A Yes, sir.
Q As a general proposition, in case of depression as requested by the city, how will these various obstructions or streets be affected?
A That is with reference to the streets they request to have eliminated?
Q The streets and obstructions mentioned in your list that will be affected by depression of the tracks to such an extent the grade or the street left at in its present status, as required by the petition.
A You mean if the tracks are depressed to enable the crossing eliminated in the petition.
Q That is right.
A It will affect them.
Q (*By Mr. Hobart.*) What will happen to these other streets?
A As far as the Passaic river bridge and Fifth avenue is concerned, I don't believe they will be affected.
Q (*By Mr. Minard.*) Providing the depression is confined down there and the grade crossing left at Fifth avenue?
A Yes.
Q Would Sixth avenue be affected in view of what Mr. Merrey informs us of their intention to open a street there?
A Possibly, a little.

Q Provided, of course, they open the grade crossing there?

A Yes.

Q Referring to those undergrade crossings you have mentioned here, what would become of them if there was depression?

A You would destroy the undergrade crossing.

Q And reduce them to grade crossings?

A Or take some other method of eliminating those.

Q As to the station and grounds and tracks of the company, that, of course, would be left up on the bank by depression unless they were changed, the grade.

A We would have to change them to make them connect with the tracks.

Q Other obstructions. The Newark branch would be affected between A and B.

A The entire line within the city limits would be affected.

Q The whole thing from the Main Line to the end of the map would be affected and would have to be changed?

A On a depression scheme.

Q Would be or might have to be?

A Would have to be, on a depression scheme.

Q The existing overhead crossings—what would have to be done with them in case of depression?

A The abutments would have to be underpinned, partially reconstructed.

Q In the case of elevation would these general obstructions be affected?

A In the case of elevations I believe it would be affected all the way to the Passaic river bridge.

Q Including the raising of that bridge?

A Including the raising of the bridge, and Fifth avenue would be affected and Sixth avenue.

Q The line beyond the river it would be necessary to build it down to grade.

A Yes.

Q That would affect it down to the intersection of the New York, Susquehanna & Western Railroad and the main line of the Erie?

A I don't believe it would go as far as that.

Q To what extent would the bridge have to be built; I mean reconstruction of the bridge?

A No, I don't believe so.

Q Simply reconstruction of the foundation and abutments?

A No, simply raising it.

Q Would the undergrade crossings be affected by elimination?

A Yes, they would have to raise the bridges and build the abutments higher.

Q And the stone wall along the side of the street and building?

A Yes.

Q In the case of elevation what would happen to the various overhead crossings that have been mentioned?

A I believe on the Newark branch, Passaic street and Hazel street bridges would have to be raised.

Q Or else a grade crossing accomplished?

A No, I think you could get out of it without a grade crossing.

Q What about the connection between the main line and the Newark branch in case of elevation?

A Both would have to be raised to get the connection.

Q That change would be necessary to an extended distance towards Newark, sufficient to get to the grade again?

A Yes.

Q That would affect several streets in there?

A It would affect Getty avenue and Main street.

Q In that case would or would not all the freight stations and passenger stations and freight yards and

sidings and switches, dwellings and so forth, have to be elevated?

A They would.

Q What would happen to the industrial sidings in either case?

A They would have to be raised; the track would have to be raised or the track would have to be lowered to get the connection to the industries.

Q Is that possible, do you think, in all cases?

*Mr. Merrey.* If the commission please, I object.

*Mr. Minard.* I withdraw the question.

*Mr. Merrey.* I mean to the whole line. It is all supposition and it don't appear that any plan was worked out by the witness testifying. He is saying if they are raised it will be affected; if they are lowered, they are lowered. I don't think it is competent unless there is some plan worked out. We know a lot of tracks will be affected if we raise them.

*Mr. Minard.* We must get them on the record.

*Commissioner Donges.* You may proceed.

Q You are familiar with the locations here where there is a number of streets that come parallel to the tracks?

A Yes.

Q In case of depression the highway would have to be tunneled or dug out?

A In case of depression of the tracks, yes. You would have to go under the highway to get to the different coal yards.

Q In case of elevation you would have to build a bridge or trestle over the street?

A Yes.

Q To get into those lines?

A Yes.

Q What would have to be done in the case of streets running along the tracks, Ramapo avenue,

Waite street, and several other streets, in case of elevation or depression?

A You would have to build a retaining wall to keep the railroad out of the street.

Q Or the street out of the railroad?

A Yes.

*Mr. Minard.* I offer the statement.

*Commissioner Donges.* Any objection?

*Mr. Merrey.* No objection, except the lumbering of the record with things immaterial.

*Commissioner Donges.* It will be admitted and marked as an exhibit.

(Same is marked Exhibit R-24.)

Q I hand you a paper, schedule of the cost of abolition of grade crossings. I ask you if you compiled that statement?

*Mr. Merrey.* Pardon me. The question is this particular grade crossing.

*Mr. Hobart* Between New York and Chicago.

*Mr. Merrey.* You might qualify him as to what he knows about the estimates or the information it is based on.

Q Did you compute those figures?

A I did.

*Mr. Merrey.* I object. This witness is not qualified to estimate the cost of the elimination of grade crossings.

*Commissioner Donges.* I don't think he has qualified.

Q Can you add and subtract and multply?

A Yes.

Q Can you divide?

*Commissioner Donges.* Mr. Minard, the objection is the witness has not qualified as an expert who is competent to testify as to the cost of

grade crossing elimination. If you desire to qualify him, qualify him along that line.

*Mr. Minard.* I wanted to begin at the beginning.

Q Are you an engineer, Mr. Brameld?

A I am.

Q As such do you work for the Erie Railroad Company in the engineering department?

A I do.

*Mr. Minard.* Do you want any more?

*Mr. Merrey.* Of course.

*Commissioner Donges.* If Mr. Minard wishes to qualify this witness he may proceed to qualify him. The witness is not qualified to testify to the subject matter contained in this schedule.

Q How long have you been an engineer?

A Since 1899 I have been working in the engineering department of the Erie Railroad.

Q Are you familiar with the geography of the grade crossings of the Erie Railroad from New York to Chicago?

A In a general way, not each specific instance.

Q Have you visited most of them on one occasion or another?

A I couldn't say; I visited most of them.

Q Do you know what they are and where they are and how many there are?

A Only from lists prepared by different superintendents of the railroad.

Q Did you cause such a list to be prepared and sent to you?

A Yes, sir.

Q For the purpose of preparing this statement?

A I did.

Q For whom was this statement prepared?

A Prepared for Mr. Tucker, First Assistant General Manager.

Q To be filed with the Bureau of Railroad Economics at Washington?

A Yes, sir.

Q They prepared it on this form?

A They did.

Q These figures were prepared in pursuance to special questions asked by them of which these were answers?

A They were.

Q Have you been associated or connected with the elimination of any grade crossings?

A I have, for fourteen years on the Erie.

Q Of the amount of grade crossing elimination testified to yesterday, which has been done, several hundred thousand dollars, have you had anything to do with it?

A I have.

Q With it in all cases?

A Not all.

Q Most of them?

A I couldn't say just how many, but a great many of them.

*Mr. Minard.* I offer this witness as competent to testify to these figures such as this and cross examination as to his qualifications or accuracy of the figures.

*Mr. Merrey.* I took it from the statement of the commission it wasn't necessary to cross examine if he hadn't qualified.

*Commissioner Donges.* I think this witness is not yet qualified to testify on the matter contained in this schedule. You may, however, ask him any questions concerning which he has qualified himself to testify to. I don't think he is qualified.

*Commissioner Daniels.* Have you in special cases made plans for and estimates on proposed grade crossing eliminations?

*Witness.* I have, for practically all the eliminations east of Buffalo, Salamanca, New York, those are my duties.

*Commissioner Donges.* Both plans and estimates?

*Witness.* Plans and estimates.

Q (*By Mr. Merrey.*) I might ask now; have you made plans and estimates on the grade crossings between New York and Buffalo?

A No, sir.

Q You have not?

A No, sir.

Q Is it not a fact that different plans would cost different amounts of money?

A They do. We have taken an average figure.

Q Have you made an estimate of the cost of eliminating the Paterson crossings which are now in question?

A Not any detailed estimate, just from a general knowledge of the situation as to the cost of such kinds of work. That is, I have no detailed plan.

Q Is there a wide range in the cost of elimination on crossings?

A There is.

Q One plan costs five or six times as much as another?

A That is a fact.

Q Until you come to the detail and agree on the plan it is impossible to estimate the cost of the work?

A It is, in a specific manner. Roughly we can judge from previous experience about so much.

Q But actually it may turn out one-third of your estimate, or it might be five times the amount of the estimate?

A That depends on the man's judgment in the matter, whether he is off that much.

*Mr. Merrey.* My theory is the Bureau of Railroad Economics is a railroad bureau for the purpose of influencing public opinion.

*Mr. Minard.* No, what I had in mind was to take each item as we go through and testify to it. I surmise Mr. Merrey's chief objection is to that cost of elimination.

*Commissioner Donges.* I gather from Mr. Merrey his chief objection is to this witness testifying to matters that are not within his knowledge.

*Mr. Merrey.* That is all, of course.

*Commissioner Donges.* As to any matters within this witness's own knowledge he may testify to; as to matters not within his knowledge, or taken from reports or schedules or approximations he may not testify to. I think to that extent Mr. Merrey's objection will be taken and sustained.

*Mr. Minard.* To what?

*Commissioner Donges.* To this witness testifying to matters not within his knowledge.

Q Mr. Brameld, do you know how many grade crossings there are on the Erie Railroad between New York and Chicago?

*Mr. Merrey.* I object.

Q Do you know?

A Only as taken from the records; if the records are correct, I know.

Q You are the engineer in charge of this kind of work in the engineering department?

A I am.

*Mr. Merrey.* I haven't any objection to this witness testifying as to how many there are.

Q How many are there?

A The number of public grade crossings on May 1, 1913, was 2410.

Q On the Erie Railroad?

A On the Erie Railroad.

Q How many in each state, do you know?

A I haven't a list before me.

Q There it is (handing witness paper), under No. 5.

A That is the number of public grade crossings to be abolished under such legislation. That doesn't cover them all.

Q This is the number required by law to be abolished?

A That would be abolished under law.

*Commissioner Donges.* How do you get 256 for New Jersey?

*Witness.* On the Erie Railroad. That doesn't include the New York, Susquehanna & Western and the New Jersey & New York Railroads.

*Commissioner Daniels.* That proposes to show the number of public grade crossings to be abolished under such legislation?

*Witness.* Yes.

*Commissioner Daniels.* By the Erie Railroad?

*Witness.* By the Erie Railroad, yes.

*Commissioner Daniels.* How do you get that number for this State?

*Witness.* Under the legislation they have to be eliminated.

*Commissioner Daniels.* That includes all the grade crossings?

*Witness.* All the grade crossings in this State.

*Commissioner Daniels.* That is on the assumption the law requires the elimination of them all?

*Witness.* At some time or other.

*Commissioner Donges.* So this estimate covers not the present, but the future.

*Witness.* All the grade crossings we have in New Jersey at the present time.

Q How many in each State?

A New York 931, New Jersey 256, Pennsylvania 417, Ohio 589, Indiana 189.

Q (*By Mr. Sommer.*) That is, you have that number of grade crossings in these several States?

A That are to be eliminated under the law. In Indiana they don't all come under the law at the present time.

Q What does New York include, all?

A All.

Q (*By Mr. Minard.*) In other words, where the law would not apply to that particular location or municipality you put them all in, is that right?

A No. In some States the law provides the crossings shall be eliminated within certain districts, municipalities, those are not in on this statement if there is no grade crossing to be eliminated under such legislation.

Q You excepted where the act did not apply to certain portions of the State?

A Yes.

Q You have put all the crossings in?

A Yes.

Q Take New York, did you include all the grade crossings on the system in that State?

A All the grade crossings on the system, because the law covers all.

Q In New Jersey?

A All of them.

Q In Pennsylvania?

A All of them.

Q In Ohio?

A All.

Q Indiana?

A In Indiana there is a restriction inside of incorporated villages.

Q It only includes those crossings in Indiana which are in incorporated limits or incorporated villages?

A Yes.

*Commissioner Daniels.* In this State you have taken all the grade crossings, because you think possibly some time in the future all the grade crossings may be subject to elimination?

*Witness.* Yes, sir.

*Commissioner Daniels.* Not because the law at present time requires that they shall be?

*Witness.* No, that will come at some time under the provisions of the law.

*Commissioner Daniels.* Haven't you perhaps neglected to notice the law provides the elimination of crossings where they are a menace to life and an obstruction of the public highway sufficient to warrant their elimination?

*Witness.* It is impossible for me to decide which of the crossings come under that category. We assumed they came under this provision of this law because we were unable to determine whether five did or fifty did.

Q I suppose you object to this cost. This note at the bottom shows what?

A Per cent. of cost required by law to be paid by the railroad.

Q For the different States, what is it?

A New Jersey 100%.

Q The law requires the railroad to pay 100% of the elimination?

A Yes.

*Mr. Merrey.* Not always.

*Commissioner Donges.* Suppose you wait until cross examination.

*Mr. Merrey.* I thought I would merely get it straight. The law doesn't put 100% on the railroad where there is a trolley crossing.

*Mr. Minard.* Where there is.

Q The next?

A New York, 50%.

Q Pennsylvania?

A 80%; it was an estimated amount. The law doesn't specify; it gives the commission power to assess the amount and we have estimated about 80%. Ohio, 65%; Indiana, 75%.

Q Those are in every case the amount required by law to be paid by the railroad?

A I believe so.

Q With the exception of Pennsylvania?

A Yes, sir.

Q Did you estimate the uniform cost of eliminating all the crossings on the Erie system?

A An approximate estimate, yes.

Q That is what I meant.

*Mr. Merrey.* I object to that.

*Mr. Minard.* I want to state we offer to prove —or to show to the commission that the estimated cost by the engineers of the railroad—

*Mr. Sommer.* It is offered to show by this witness.

*Mr. Minard.* We offer to show by this witness, who is a member of the engineering department, that the estimate—

*Commissioner Donges.* Make your offer without stating figures.

*Mr. Minard.* Not without stating figures.

*Commissioner Donges.* You offer to show by this witness what the cost of eliminating the crossings, public grade crossings—to show by this man what the cost is.

*Mr. Minard.* I offer to show by this witness the cost of eliminating the grade crossing—I offer to prove by this witness the cost. (Mr. Minard makes statement of what he intends to prove.)

*Mr. Merrey.* I move this be stricken from the record.

*Commissioner Donges.* It will be stricken from the record and Mr. Minard will be given an oppor-

tunity to prove by this witness any matter he desires that is material. I told you you could proceed to prove by this witness whatever is within his competency as a witness, and if the witness is competent to testify to it no doubt you may prove it. You were neither denied the right then nor now denied the right; but your statement as to what this witness will testify to, the witness not being asked, will not be permitted to go into the record. You may proceed to examine this witness and he can proceed to answer any questions the board has already ruled competent. Anything in addition he is competent to testify to, you may examine him on. You now ask to put into the record an offer containing a lot of figures without having asked this witness regarding them.

*Mr. Minard.* I will ask the witness about each separate one.

Q Do you know how much it would cost to eliminate the grade crossings on the Erie System in New Jersey?

*Mr. Merrey.* I object.

*Commissioner Donges.* What is the objection?

*Mr. Merrey.* The objection is the witness is not qualified to answer the question. He doesn't know what it will cost.

*Commissioner Donges.* He is asked whether he knows.

*Mr. Merrey.* I withdraw the objection.

*Mr. Minard.* Answer the question.

(Question read.)

A I don't know.

Q Have you estimated the amount of cost?

A I have estimated the amount.

Q What is the basis taken for your estimate?

A In the State of New Jersey I took each individual crossing and classified that according to my

general knowledge of such matters as to whether it would cost $30,000 or $50,000 to eliminate it, as far as I could according to my previous experience, and so classified them.

Q On the basis of your experience and of your classification what amount have you estimated it will cost to eliminate the grade crossings on the Erie System in New Jersey?

*Mr. Merrey.* I object. It appears from the previous examination of this witness he is not familiar with the crossings to be removed or the plans to be adopted.

*Commissioner Donges.* I think, in view of the witness's previous testimony, he has not gone over and familiarized himself with the details of the crossings, that an estimate made by this witness will not be permitted.

*Mr. Minard.* Of course, the commission has taken into consideration what he just said. That is the ruling.

*Commissioner Donges.* That is the ruling.

Q Based upon your experience and the classification that you have made, what is your estimate of the cost of eliminating the grade crossings of the Erie System in New York under the laws of New York, requiring us to pay 50% of the cost of each crossing?

A The cost to the Erie Railroad—

*Mr. Merrey.* I object on the same ground.

*Commissioner Donges.* Sustained.

Q Based upon your experience and classification you have made, what amount will it cost to eliminate the Erie Railroad crossings in the State of Pennsylvania under the laws of that State which cover an estimated amount of 80% chargeable to the railroad.

*Mr. Merrey.* I object.

*Commissioner Donges.* Sustained. This is because the witness testified his familiarity with

the crossings comes from reports and records made and not his personal knowledge.

*Mr. Minard.* All right.

Q Based upon your classification and upon your experience, what is the cost to the Erie Railroad Company of the elimination of its crossings in Ohio under the Ohio law which requires the railroad to pay 60%?

*Commissioner Donges.* What do you mean by "your classification"? Tell us the classification he made.

*Mr. Minard.* His classification, that he made.

*Commissioner Donges.* I don't recall he said he made any classification.

*Witness.* I said according to my experience and general classification. What I meant by my classification; quantity record of cost; I know we have eliminated them for approximately $20,000; I put that $20,000. If it is in a town where we had to spend probably $125,000—taking Buffalo, for instance—I have put them in that classification. In that way I have arrived, as near as I could, at the cost approximately.

*Commissioner Donges.* Did you classify these crossings from personal observation?

*Witness.* Some of them, that I am familiar with. I have been over every crossing in New Jersey. I have been over every mile of line in New Jersey and from travel over the country.

*Commissioner Donges.* Outside of New Jersey?

*Witness.* Outside of New Jersey, I have been over practically every mile of track. I can't remember distinctly every crossing.

*Commissioner Donges.* So you take other people's reports?

*Witness.* As far as the number of crossings is concerned, yes. I took as an average cost in Jersey City; I didn't take any average; I took as

the crossings classification crossings from $20,000 to $40,000 to $50,000. That is the way it was done in New Jersey. In other States I took the average. I divided the number in New Jersey, or $54,000 per crossing, used that as a basis on the Erie system—$55,000. To see how close I was on this other report I read, the reports of Massachusetts and also the State of Pennsylvania.

*Commissioner Donges.* You did not take each crossing?

*Witness.* No plan or general scheme of elimination.

*Commissioner Donges.* Or detail plan for each crossing or a general plan, any such plan.

*Witness.* No, just arrived at the figure $55,000.

Q (*By Mr. Merrey.*) How many crossings eliminated in New Jersey coming under your observation from which you average the $54,000?

A It wasn't taken in the elimination in New Jersey of any particular crossing. It was from my general knowledge of the eliminating of crossings along the line.

Q You said you had estimated the cost in New Jersey at $54,000?

A It was $54,820, some odd.

Q That wasn't actual work?

A It was from my judgment of what it would cost to eliminate the crossings. I had this grade crossing matter for something like forty years. I started from the ground up; made surveys; made our plans and paid contractors. I have had charge from beginning to end; in the field from my general observation that way I have roughly—sufficiently, in my judgment—I can estimate, come pretty near hitting it right when I check with the detailed work.

Q How many of the crossings eliminated in New Jersey were under your jurisdiction—under your observation?

*Commissioner Donges.* Under his observation or under his direction?

*Mr. Merrey.* Either direction or observation.

A Under my direction there is Broadway, Warren Point; there is four grade crossings eliminated at Beaver Lake. I guess that is about all we have eliminated in the State of New Jersey.

Q You did eliminate a great many in Jersey City?

A That was before 1899; that was when I came with the road.

Q As far as your observation goes in New Jersey there is only the three or four or five or six crossings that you have now mentioned?

A Yes; I have also eliminated them in New York.

Q The Broadway crossing and Warren Point you struck very unusual conditions?

A Sand, struck water there.

Q It was a very difficult proposition to get rid of the water; besides that it was a trolley crossing?

A It was a trolley crossing. I think that is the basis that is used in arriving at these figures. I checked it up and found—by the other ones used—and found they matched up with the other fellow.

*Commissioner Donges.* But after all it is an estimate.

*Witness.* After all it is.

*Commissioner Donges.* It is not an estimate based on any actual figures?

*Witness.* Not based on any actual figures or drawings.

Recess from one to two o'clock P. M.

AFTER RECESS.

(Before Commissioners Donges, Hillery and Daniels.)

WILLIAM H. BRAMELD, resumes the stand.

*Further direct examination* by Mr. Minard.

Q Just before the noon recess you were asked about the number of crossings you had eliminated or superintended the elimination of in New Jersey. Can you say whether the conditions surrounding that sort of work in New Jersey differ from similar kinds of work over in Indiana, New York, Ohio or Pennsylvania?

A No two conditions are alike.

Q I mean are any of the conditions in which the crossings in one State differ from the crossings in another State because of the State, except the participation in the cost?

A Why, as far as being on one State or the other; it may be through the lowland out in Indiana you might have drainage conditions that would cost more.

Q But similar conditions in New Jersey would cost substantially the same?

A If conditions were the same.

Q The fact that the crossing eliminated was in Pennsylvania doesn't distinguish that crossing, as far as elimination is concerned from any crossing in the other States?

A No, sir.

Q I had asked a question which wasn't completed when we got into a controversy between Mr. Brameld and the commission. Referring to that statement: What is the amount that it would cost the Erie Railroad Company under your estimation based upon your experience and classification you made to eliminate the grade crossings in Ohio, taking into consideration the 65% required to be paid by the railroad company?

A $21,056,750.

New Jersey State Library

*Mr. Merrey.* My objection went to all this.

*Commissioner Donges.* The objection was made Mr. Merrey, after the answer.

Q What would be the cost of eliminating the grade crossings in Indiana on the Erie Railroad in accordance with your estimate and based upon your experience and classification, taking into consideration the fact that the railroad company is required to pay 75% in Indiana?

*Mr. Merrey.* I object.

*Commissioner Donges.* Sustained.

*Cross examination* by Mr. Gourley.

Q In the estimates you have made or information you gave the commission concerning the elevation of the tracks at River and Putnam streets; what elevation did you calculate upon?

A I haven't calculated any special elevation. The value was taken into consideration, it is down hill from River street to the river, therefore raising and maintaining the grade going to the river; the river is the low part.

Q As a preliminary to that, I desire to get the elevation calculated; can you give me that result?

A I haven't figured on anything definite.

Q It depends on that, of course?

A Yes, the elevation; I haven't definitely figured.

Q Have you in your mind that probable height?

A Different cases at different heights.

Q I am speaking of River and Putnam streets?

A It depends on the municipality.

Q It is the extreme northerly point in the petitioner's petition?

A It depends entirely on what the municipality determines or what the commission determine. Cases differ; sometimes you might want fourteen feet.

Q Yes. You haven't the precise elevation?

A No, sir.

Q Suppose it was elevated twenty feet, would that be a fair height?

A I haven't figured it out. Crossing streets might require a greater floor difference, on account of the elevation of the street. That would have to be determined.

*Commissioner Donges.* You mean twenty feet clearance in accordance with food railroad practice?

*Witness.* From a clearance depth underside of the bridge.

Q And the grade of the street?

A Raising the railroad tracks above the street?

Q Yes.

A It depends on the bridge structure.

Q Let me put it sharply: Would an elevation of twenty feet, the railroad be raised twenty feet from the grade of the highway at River and Putnam streets be a fair elevation for the physical conditions at that point?

A It might be and might not be. It might be excessive and it might not be enough.

Q My point in asking that is whether if it was twenty feet high or approximately that, how far would that carry your grade on your tracks north from that point?

A I couldn't say; I haven't figured.

Q Would you say to the river?

A That depends on the grade that is established on the railroad tracks. You could get to the river; whether that would be the proper grade to use, I don't know.

Q You can't give any information on that subject?

A No, because I haven't investigated.

Q What is the grade of the railroad at River and Putnam streets?

A I couldn't say.

Q You haven't any data or map showing that?

A I haven't any data with me.

Q (*By Mr. Merrey.*) You said the tracks might be affected as far as the Passaic river?

A Yes.

Q What percentage of grade do you intend to put in to cause that?

A Well, I haven't figured on that. It is from my general knowledge of the situation, I believe it would be affected.

Q That isn't founded—

A No actual figures, no.

Q Mr. Gourley spoke of an elevation of twenty feet. That is rather high to elevate the railroad tracks?

A You see the skew of the street sometimes requires a long girder; on account of the length of the girder and extensive floor depth. If you built the structure, on account of the station, you couldn't extend the girder along on account of the station platform. It would be necessary to take in the structure; and taking in the structure they take up six or seven feet, which will give you only six or seven—well, three or four feet clearance, enough for trolley cars—I couldn't say.

Q Can you tell about the average amount the railroad has been elevated in places you have been where the track was elevated?

A Different amounts. Sometimes lower the street, sometimes lower the street so the railroad would be raised all the way from three to ten or eleven feet.

Q You haven't any idea of an average depth?

A Not an average for raising the railroad, but an average clearance underneath. That is the height in some cases of twelve, thirteen and fourteen feet. Then, of course, the rest of the height you raise the bridge depends entirely on the length of the span and the type of construction used.

Q What is the average clearance that you give ordinarily?

A Twelve, thirteen and fourteen feet.

Q You spoke about the River street bridge over the Passaic river; what is the condition of that bridge?

A I don't know.

Q Isn't it quite likely you will have to rebuild that bridge in the near future?

A Not to my knowledge.

Q Hasn't there been a lot of increase in weight in equipment, very considerable?

A The only thing I know about is just through rumor; I don't know definitely.

Q You haven't been called upon to strengthen your bridges lately?

A Not in my department.

Q Would your department look into that?

A No; it is handled by the engineer of bridges and buildings.

Q You do not know the conditions on other structures you spoke about this morning, whether they are likely to be removed in the near future; whether there is any change of grade or not?

A No, that doesn't come under my jurisdiction.

Q You said the highest elevation you used was twelve to thirteen feet?

A That is the clearance of the underside of the bridge to the street.

Q The clearance?

A Yes.

Q How high an elevation to the tracks?

A That varies from thirteen to sixteen or seventeen feet.

Q Does that include the lowering of the grade of the street, or above it?

A Above the grade as it was originally.

Q (*By Mr. Sommer.*) Can you submit data in your office of the changes in the grade on this map you furnished?

A No, no profile is attached to that.

Q Is there any data in your office to furnish the information?

A I don't know whether we have profiles covering that territory or not; a profile that I know is right, anything like that. A great deal of the information we have in the office is compiled from profiles of years ago; whether they are changed or not, I can't say.

Q Will you look in the office and see if you have the information? I presume the board would like to have it.

A Covering the territory you mean?

Q Yes, covering the territory.

*Mr. Minard.* I think we can furnish that.

*Mr. Minard.* I am prepared to prove the census of travel at these crossings. I have here the original records. I let the persons who actually took the census go subject to be called.

*Commissioner Donges.* Yes.

*Mr. Minard.* We have prepared a summary.

*Commissioner Donges.* Subject to verification.

*Mr. Minard.* Which is classed in letters according to the city's map so that it will facilitate the investigation of that map.

*Commissioner Donges.* That is to say you have marked these summaries A, B, C, and so on with the same letter as indicates the crossings on the city map?

*Mr. Minard.* Yes, that is the summary.

ROBERT HOPPEN, JR., sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q Mr. Hoppen, you are an engineer?

A Yes, sir.

Q Did you have supervision of the taking of the census of traffic records at the different streets embraced in the petition in this case, fourteen streets?

A Yes, sir.

Q I show you a bundle of papers, blue prints, and ask you whether that is a summary taken from the original records and whether the two sheets pinned together in each case are not the records of the two separate days with the day and date at the top of each sheet, is that right?

A They are, yes, sir.

Q Does this record also show at the top each street at which the record is taken?

A Yes.

Q The top column, taking the first one, does it show the hours during which the census was taken?

A Yes.

Q The second column shows what?

A Pedestrians.

Q In each hour?

A In each hour.

Q The third column?

A Horse-drawn vehicles each hour.

Q The fourth column?

A Autos.

Q The fifth column?

A Bicycles.

Q The sixth column?

A Motor cycles.

Q The seventh column?

A Gates down.

Q What does that mean?

A It means the number of times the gates were lowered.

Q The next column?

A Passenger trains.

Q The next?

A Freight trains.

Q The last column?

A Drill engines.

Q The total is under each column?

A Yes.

A No, no profile is attached to that.

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A It means the number of times the gates were lowered.

Q The next column?

A Passenger trains.

Q The next?

A Freight trains.

Q The last column?

A Drill engines.

Q The total is under each column?

A Yes.

Q On the first page of each sheet is the day of the last date of taking the census at that particular crossing, each statement shows a line of figures which indicates the amount under each column for each day?

A Yes, sir.

Q They are added together?

A Yes, sir.

Q Then, what did you do after they were added together?

A Took the average.

Q Per day?

A Per day.

Q For those two days?

A Two days.

Q All the crossings a census was taken for two days?

A Some of the crossings the census was two days and others three days.

Q Which were taken for two days?

A Madison avenue, Cedar street, Ellison street, Van Houten street, Fair street, Hamilton street, Lafayette street, Franklin street, Keen street, Warren street.

Q Now then, those you took two days?

A Two days.

Q Referring to those extended out there, those that were continued three sheets. Read the list of those.

A Straight street, Clay street, Market street, Broadway, and River street.

Q Those were taken for three days?

A Three days.

Q With the dates marked on them?

A The date marked on the top of the sheet.

Q Where the census is taken three days you take an average also?

A An average for three days, yes, sir.

Q You have the original records of these with you here?

A Yes, sir.

Q They show the entries on the ground at the time?

A Yes, by each man.

Q Does each show the man who took the record?

A Yes.

Q At the crossing?

A Yes.

Q Bearing his signature?

A Yes.

Q And the time he took it?

A Yes.

Q This letter down in the right hand corner, A in a circle, at Madison avenue; what does that refer to?

A That refers to the letter for the different crossings.

Q Down where?

A Shown on the maps presented.

Q By whom?

A By the city.

Q In the case of Clay and Straight street you found on the map for the city it covered both?

A Covered both crossings.

Q So you put the B on the Straight street record as well as the Clay street?

A As well as the Clay street.

Q In no other case is there a duplicate of the letters, you know of?

A No, sir, that is the only one.

*Commissioner Donges.* How about Warren and River streets?

*Mr. Minard.* Putnam and River?

*Commissioner Donges.* Warren and River?

*Witness.* Warren is a separate street.

Q You made a separate sheet for that?

A Yes, sir.

*Commissioner Donges.* Are not the records for Warren street and River street both given the designation M, or is it M and N?

*Witness.* N and M. River street is N and Warren street is M.

*Mr. Minard.* I offer these in evidence.

*Commissioner Donges.* They will be admitted and marked as exhibits.

(Seventeen blue prints of counts marked Exhibit R-25.)

*Mr. Minard.* I offer the original records taken on the ground by the persons who took the census of the traffic and hold these in readiness for production whenever requested, and also hold ourselves in readiness to produce the persons who took these records whenever required.

*Commissioner Donges.* Have this witness identify these as the originals.

Q Do you know anything about these original records?

A I know they are original records.

Q Did you prepare those forms from them?

A I prepared some of them and some were prepared under my direction.

Q Were these forms prepared under your direction?

A Yes, sir.

Q Was or was not all this traffic record taken under your supervision for this proceeding and didn't you look after this personally?

A Yes.

Q During all the time they took the traffic record?

A Yes, sir.

*Commissioner Donges.* It had better be marked for identification; there is no objection to mark-

ing the originals as exhibits, they better be marked for identification.

*Mr. Minard.* We don't want to put them in this record unless it is necessary.

*Commissioner Donges.* Mark them for identification.

(Same are marked R-26, for identification.)

*Commissioner Donges.* Are there any questions about the census?

*Mr. Merrey.* No.

Q Did you make a series of view maps?

A Yes, sir.

Q You have before you Mr. Hoppen a series of maps; what do they represent, in a general way?

A They represent the views taken at the center of the street and the center of the sidewalks looking both ways up and down the railroad.

Q At the various crossings in this proceeding?

A The various crossings in this proceeding.

Q How are these maps distinguished one from another?

A They have the letter A in a circle or ought to have a letter which designates the crossing as well as the name of the crossing.

Q How did you get that map?

A This map was traced from the city engineer's map.

Q In other words you traced the map produced by the city in this case?

A Yes, sir.

Q And used those as a basis for your view map?

A Yes, sir.

Q You used the similar letters designating the different streets they used?

A Yes, sir.

Q That conforms to that the same as your census of travel conforms?

A Yes, sir.

Q Is there a schedule on this map?

A Yes, sir.

Q What does that schedule show, or table; explain all the details?

A The table shows the point at which the view was taken and the direction in which the person was looking taking the view and the length or distance away from the center of the crossing of that view either up or down the railroad.

Q It also shows the distances to the points of view?

A Yes, sir.

Q The length of view. On that map the word "clear" appears somewhere?

A Down at the bottom of the table indicates what the word "clear" means. We designate as one thousand feet or over indicates clear.

Q Anything above one thousand feet?

A Yes, sir, anything above one thousand feet.

Q Any place clear is used it is explained by a little note on the map?

A On the map, yes, sir.

Q I see here three lines of dots; what does that represent?

A The one in the center of the street represents where the person stood making the observation. The one in the center of the sidewalk on the east side and the center of the sidewalk on the west side.

Q So that each map shows the view on each sidewalk as well as the center of the street?

A Yes, sir.

Q And the little mark leading from these dots indicates the range of vision in the direction of the view?

A Yes.

Q The little dots indicate what? The row of little dots?

A Indicates the distance.

Q No. These little dots signify a particular thing, do they not?

A Yes.

Q What do they signify?

A They signify the view; that is, a person standing at the station.

Q What do the larger dots signify?

A The larger dots signify where the photographs were taken.

Q That appears on the map?

A Yes, there is the table.

Q Here is a legend down here explaining the different dots and marks?

A Yes.

Q Each one of the large white marks or dots indicate the position of the camera when taking the view?

A Yes, sir.

Q On this map does there appear a schedule of the views taken at each of the crossings?

A Yes, sir.

Q What does the schedule show?

A The schedule for the photographs?

Q Yes, on each map.

A It shows the number of photograph—

Q Just wait. That corresponds to the number opposite the dot on the street?

A Yes.

Q The next column shows what?

A The direction of the view; the direction in which the camera was pointed.

Q The direction of the view speaking in railroad terms, not the points of the compass?

A Speaking in railroad terms.

Q The third column indicates—

A The distance from the nearest rail to the camera.

Q The fourth column?

A The fourth column the distance. The third distance column is the distance from the center of the crossing. The fourth column is the distance from the near rail.

Q The center of the crossing is indicated by a circle?

A Yes, by a circle.

*Commissioner Donges.* Do you mean the center of the crossing exactly, or a point in the middle of the track?

*Witness.* The center of the two operating tracks.

Q The other figures indicate the distance from the camera to the nearest operating rail?

A The nearest operating rail, yes, sir.

Q Taking the same list of maps the same is true of the tables and schedules?

A Yes.

Q You have a map for each one of the crossings?

A Yes, sir.

Q Just as the city offered them?

A Yes.

Q From A to M, inclusive?

A To N, River street.

Q Those views are correct and the distances are correctly designated on those maps, are they?

A Yes.

*Mr. Minard.* I offer them in evidence.

*Commissioner Donges.* No objection, Mr. Gourley?

*Mr. Gourley.* No.

*Mr. Merrey.* No.

*Commissioner Donges.* They will be admitted and marked as exhibits.

(Blue print A marked Exhibit R-27.)
(" " B " " R-28.)
(" " C " " R-29.)

(Blue print D marked Exhibit R-30.)
( " " E " " R-31.)
( " " F " " R-32.)
( " " G " " R-33.)
( " " H " " R-34.)
( " " I " " R-35.)
( " " J " " R-36.)
( " " K " " R-37.)
( " " L " " R-38.)
( " " M " " R-39.)
( " " N " " R-40.)

*Mr. Merrey.* No questions.

J. E. BAILEY, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q Mr. Bailey, where do you live?
A Midvale, New Jersey.
Q What is your occupation?
A Photographer for the Erie Railroad.
Q How long have you been photographer?
A Since 1902, for the Erie.
Q Did you take a list of photographs at Paterson in connection with this case?
A Yes, sir.
Q Did you take it in collaboration with Mr. Hoppen and the view maps?
A Yes, sir.
Q Do you know whether the points marked on these maps in large round dots you have heard testified to indicate the points of your camera in the views?
A I don't know about the maps.
Q In each case your camera was set up in position was the position fixed by Mr. Hoppen and his men?
A Yes.
Q I show you seventeen envelopes containing pictures; what pictures are they?

A Pictures of the crossings in the city of Paterson.

Q On each of the envelopes is the name of the crossing on which the picture was taken?

A Yes, sir.

Q Each photograph contains some printed matter at the bottom; can you tell us what it is?

A Yes. First the print, Paterson, N. J., the name of street below it. Then comes the number of the photograph, next the number of same, north or south indicated by a letter N or S; then the direction in which the camera was looking by the letter E or W, and the date.

Q Then N-E in this case means your camera was located on the north side of the track and you were looking in an easterly direction?

A Yes, sir.

Q According to railroad terms?

A Yes, sir.

Q Any photographs where the letters are S-W, for instance, that means that your camera was on the south side of the track and pointed in a westerly direction, would it not?

A Yes, sir.

Q This explanation applies to all the pictures?

A Yes, sir.

Q (*By Mr. Merrey.*) West is toward Buffalo and east toward Jersey City?

A Yes, sir.

Q (*By Mr. Minard.*) These pictures are in groups of each street or numbered consecutively throughout?

A Each street separately.

Q So we have Fair street, 1 to 10, inclusive?

A I believe so, yes.

Q Each of the other streets you have one to whatever number you take?

A Yes, sir; each street is numbered separately.

*Mr. Minard.* I offer these in evidence; they speak for themselves, as you might say.

*Commissioner Donges.* They will be admitted and marked as exhibits.

*Mr. Minard.* Mark each envelope; each envelope shows the number of photographs in them.

*Commissioner Donges.* Mark them one exhibit with the number of pictures in each envelope.

(Same are marked R-41, respectively, as follows:)

(A, Madison avenue, 1 to 12 pictures inclusive.)

(B, Straight street, 1 to 14 inclusive.)

(B, Clay street, 1 to 15 inclusive.)

(C, Cedar street, 1 to 11 inclusive.)

(D, Market street, 1 to 13 inclusive.)

(D, Park avenue, 1 to 7 inclusive.)

(E, Ellison street, 1 to 6 inclusive.)

(F, Van Houten street, 1 to 4 inclusive.)

(G, Broadway, 1 to 9 inclusive.)

(H, Fair street, 1 to 10 inclusive.)

(I, Hamilton avenue, 1 to 9 inclusive.)

(J, Lafayette street, 1 to 10 inclusive.)

(K, Franklin street, 1 to 9 inclusive.)

(L, Keen street, 1 to 8 inclusive.)

(M, Warren street, 1 to 9 inclusive.)

(N, River street, 1 to 8 inclusive.)

(N, Putnam street, 1 to 8 inclusive.)

Q How high was the lens of your camera from the ground at the time you took the pictures?

A Six feet, six inches, in every photograph.

*Mr. Merrey.* No cross examination.

JAMES C. PATTERSON, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q You have produced here two maps which are maps offered by the city of Paterson as alleged proposed elimination schemes?

A I don't know them to be maps of the city of Paterson.

*Mr. Minard.* They are; I guess there is no dispute about that.

*Commissioner Donges.* These are copies of exhibits.

*Mr. Minard.* Copies of exhibits.

*Mr. Merrey.* These are maps that the Erie Railroad furnished us.

*Mr. Minard.* The 1910 map?

*Mr. Merrey.* I don't know when it was made.

*Mr. Minard.* The map you offered in evidence.

*Mr. Merrey.* As having been furnished us by the Erie Railroad.

*Mr. Minard.* However you put it. The map was offered by you in evidence which it was alleged was given by some officer of the company to Mr. Muzzy.

*Mr. Merrey.* Yes.

*Mr. Minard.* A profile?

*Mr. Merrey.* Yes; that map is in evidence and in the custody of the commission.

*Mr. Minard.* That is a copy.

*Commissioner Donges.* There is no objection to using that as a copy of the exhibit?

*Mr. Merrey.* None as a copy.

Q What is your occupation?

A Civil engineer.

Q Are you a graduate of a college?

A Yes.

Q What college?

A Pennsylvania State College.

Q What experience have you had as a civil engineer?

A I have had about eight years and a half experience.

Q Where?

A I have been with the Pennsylvania Railroad.

Q For how long?

A With the Pennsylvania Railroad about fourteen months.

Q In what kind of work?

A Civil engineering work; engaged in the maintenance and way department.

Q Where else?

A I have been with the New York Central Railroad.

Q In what kind of work?

A Designing engineer's office about eight months.

Q Where else?

A I have been also with the Big Four Railroad.

Q Where is the Big Four Railroad?

A The Cleveland, Cincinnati, Chicago & St. Louis Railroad.

Q For how long?

A I should say four or five months.

Q In what kind of work?

A Railroad location.

Q Where else?

A I was engaged in drainage and levy work in southeastern Missouri.

Q For how long?

A About a year and a half.

Q Was there any other company you worked for?

A The Northern Pacific Railroad Company.

Q What kind of work?

A Resident engineer in charge of construction.

Q Any other company?

A The Chicago, Great Western Railroad.

Q In what kind of work?

A In charge of drafting.

Q Where next?

A Next with the Erie Railroad Company.

Q Now you are what?

A Chief draftsman in the Erie Railroad.

Q Did you examine this map and profile for the purpose of ascertaining whether it presented a plan for the elimination of the grade crossings?

A I did.

Q Did you find that it was a plan from which the elimination could be made?

A It is not a plan that the practicability of the elimination could be determined.

Q What are the defects of the plan?

A It is not really a plan, it is merely a scheme.

Q Did you prepare a memoranda of the defects of these two blue prints as a plan for elimination of the crossings or series of crossings?

A Yes.

Q Will you just read the items of what your memoranda indicates the objections or defects of the plan as a plan?

A First, the profile shows a proposed 2% eastbound grade, approximately 2,000 feet long; 500 feet of this grade would be equivalent to 2.14% since it is located on a four degree curve, or what appears to be a four degree curve from the map. As .035 per degree is allowed for the resistance of the curve, .14% which added makes 2.14% which a portion of this grade would be equivalent to.

Q What have you to say about the practicability of that from a railroad proposition?

A I should say the grade was prohibitive.

Q What is the ruling grade now of the New York division?

A The ruling grade of the New York division at the present is a little over 1%.

Q When you say the ruling grade, what do you mean?

A The ruling grade is the one that limits the tonnage of a division.

Q What limits this division?

A The limits of the New York division are Port Jervis and Jersey City.

Q And the ruling grade is the one which determines the tonnage which trains can carry over the division no matter where the grade is located?

A Or between the terminal points; the train might not necessarily go over to the end of the division.

Q That means the greatest grade over any point over that particular area?

A It is necessarily the greatest grade.

Q How do you distinguish that?

A There might be greater grades yet a shorter one and a train would pass over them.

Q Then the controlling grade is determined not only by the grade itself, but the length of it?

A Yes, sir.

Q Have you made any estimates of figures showing the difference in tonnage between the controlling grade now of the division and this proposed grade here?

A Merely as a comparison.

Q The type of engine operated over this division is what is called the Erie Class N-1 engine, Mikado type, draw bar pull, 57,543 pounds. Computing from your rate—tons?

A No; draw bar pull of 57,543 pounds. Computing from the formula just passed on it appears on a 1% grade the engine could haul 1,814 tons, that is net tons exclusive of the weight of the engine; and 905 net tons on a 2% grade; that is exclusive of the weight of the engine. Or on a two-tenths per cent grade, which is the grade at which the Erie is now reducing to, the engine could haul 5,550 tons net.

Q Have you given the percentages now?

A The 905 tons would only be 16.3% of the 5,550 tons.

Q In other words, the tonnage capacity of that engine on the grade proposed on this blue print would only be 16%, or 16.3% of the present capacity of that engine?

A No. The present ruling grade is about 1%. The 2% grade would give a tonnage which would be only 49.9%.

Q Do you know whether or not the Erie Railroad is now adopting a standard grade of two-tenths throughout its entire system?

A They are reducing the grade where practicable to two-tenths and three-tenths per cent.

Q Do you know they have gone to thousands, even millions, of dollars expense for the reduction of grade?

A I understand they have.

Q To reduce it to two-tenths of one per cent.?

A Yes, two-tenths of one per cent.

Q Throughout a very large portion of its territory two-tenths of one per cent. grade has been established, has it not?

A Yes.

Q And accomplishing that by laying new tracks or making new cuts or new routes, is that not true?

A Yes, sir.

Q So that instead of accomplishing a two-tenths of one per cent. grade, which is now in the course of development, that there would be restoring a grade back from 1% to 2% and a fraction?

A Yes.

Q What is the next item you found on the map?

A No profiles of the street is shown.

Q What is the necessity for that?

A It is impossible to determine whether the proposed rate of grade shown on streets to be depressed

could be attained, and if so, the beginning and ending. It might be the grade existing at the present time with the street depressed would be very close to the proposed grade. There is no way to show that.

Q The next item?

A Nothing is shown regarding drainage. It is impossible to determine whether the streets to be depressed could be properly drained or whether they would be below the grade of the sewers.

Q Do you know whether such depression might not be below the water line of the Passaic River?

A There is nothing to show whatever.

Q The next item?

A Nothing is shown in regard to taking care of the spurs or sidings to industries that would be affected by changes in grade; it might be necessary to abandon some.

Q The next item?

A Nothing is shown in regard to details or type of construction. It is impossible to estimate the cost.

Q The next item?

A It is impossible to determine the damage to property from the data furnished on the plan. The damages might be so large as to render the scheme prohibitive.

*Mr. Merrey.* This was not offered to show a complete plan. It was never claimed it was a complete plan. It was simply offered to show the matter was considered by the railroad company and that they had gone far enough to make sketches. We don't say now it is a complete plan of the elimination of crossings; we never claimed that.

*Commissioner Donges.* Now this witness is pointing out what, in his judgment are the defects of that plan, or rather, the respect in which that plan fails of being a complete plan.

*Mr. Merrey.* He is negativing something we have not confirmed.

*Commissioner Donges.* He is pointing out what is necessary in addition to this to deal with the situation fully.

Q The next item?

A It being the only plan presented, or only sketch, there is no comparison with other schemes, for that reason no assurance that scheme is the best, either as regards cost or convenience to traffic.

Q The next item?

A The clearance of the subways is not shown in every case. It is impossible to determine whether they are adequate or whether sufficient depth has been allowed for the overhead structure to carry the tracks.

Q The next item?

A No ground line is shown on profile of Erie tracks. It is impossible to determine whether the tracks are in a cut or fill and whether overhead crossings might be advisable in some cases in which subways are shown, or where it is overhead there is no information furnished on the plan that it might not be advisable to have it in a cut.

Q Your estimate of the ineffectiveness or inefficiency of this map was based entirely on examination of the map, or also on examination of the ground?

A I had nothing further than the map. I know nothing about the situation except what I have seen on the map.

Q Then your criticism is from the viewpoint of a person receiving these maps for the purpose of carrying out some scheme which they purport to show?

A Yes, sir.

Q Do you know anything about engineering conditions of 1910 and now as far as the cost of construction work and that sort of thing?

A I know that construction is higher probably than then.

Q Do you know what percentage higher?

A No, I do not.

Q The general conditions are different?

A The cost of labor is perhaps a little higher.

Q And material?

A Yes, sir, material is perhaps higher.

*Cross examination* by Mr. Merrey.

Q Did you investigate the files of the company to find what data and plans were made?

A Nothing further than the plan before me.

Q Did you investigate and try to get other data?

A No, sir.

Q Do you know whether the company has in its possession or not data upon which this plan was made?

A I do not.

Q You knew it was a plan offered by the Erie Railroad, didn't you?

A No. I never knew that. I heard a rumor it was; I never knew it from my own knowledge.

Q Didn't you try to ascertain whether that was true or not?

A No, sir.

Q You spoke about the grade, the ruling grade shown; can you tell us the grade of the passenger service from the ferry at Jersey City up over the hill at the Bergen cut?

A No, I couldn't tell you that grade exactly.

Q Is that more than 2%?

A I am sure it is not more than 2%. The main line of the Erie, as far as I know, has no 2% grade.

Q You are talking of the tracks over which the freight is hauled?

A Not necessarily.

Q You do not know, you say, what the grade is from the ferry up over the cut, the Bergen cut?

A No, sir.

Q It is quite steep, is it not?

A I don't know.

Q Haven't you ridden over it?

A Yes, sir, I have ridden over it.

Q You haven't any idea as to what that is?

A I know there is a grade there. I have no idea what the per cent. is.

Q Do you know anything about the operation of the road, of the Erie?

A Not to any large extent; I am not an operating man; I am an engineer.

Q Do you know whether they carry freight through Paterson?

A I couldn't say as to that.

Q Do you know the great bulk of it is diverted over the Bergen Short Cut?

A No, I don't know that.

Q And that any train of any weight going over the proposed change will be that of passenger service?

A No, I don't know that.

Q You haven't made any study of that condition?

A No, sir.

Q Would you say now, taking into consideration the use made of these tracks, whether a 2% grade would interfere with the operation of the road at this point?

A A 2% grade could be prohibitive either for passenger or freight, I should say.

Q It would be?

A It could be.

Q It could be?

A Yes.

Q There is not a 2% grade on the road?

A I know of no 2% grade.

Q Do you know of a grade where—

*Commissioner Donges.* You say you know of no 2% ruling grade?

*Witness.* Yes, sir.

*Commissioner Donges.* How does that differ from a 2% grade?

*Witness.* A 2% ruling grade is a grade long enough to limit the tonnage hauled by the train.

Q Freight train or passenger train?

A It might be either.

Q You mean to say that a grade that would interfere with a freight train, a long heavy freight train, would interfere with the operation of a light passenger train?

A It might or might not. There are a number of elements that might enter into that question.

Q Can you tell me about the grade of the passenger service between the ferry and Paterson?

A No, sir.

Q Do you know what is the ruling grade there?

A I know the ruling grade is about 1% each way.

Q Where is that? Where is the grade you call the ruling grade located?

A I couldn't tell you the exact position.

Q You mean the ruling grade is the extreme grade?

A No, I mean the ruling grade. The grade long enough and heavy enough to limit the tonnage that is hauled over the division. That is the greatest grade that limits the tonnage.

Q You know that is about 1%?

A Yes, sir.

Q Whereabouts is that located?

A I couldn't tell you the exact position of the grade.

Q You know it is 1%?

A I merely know it from the records in the office.

Q Do you know from the records where that grade is?

A The records show the approximate position of some of the grades. We have a chart that indicates the ruling grade on the division.

Q That chart shows the location of that grade?

A Only approximately.

Q My point is; it is near what point?

A The chart approximates the position of those grades.

Q If you know it is about 1% between Paterson and Jersey City, why can't you tell where that point is?

*Mr. Minard.* He didn't say that.

A I can't tell you that, because I haven't the chart from which to check it off.

Q What was your longest experience with any particular road?

A Any particular road?

Q Yes?

A I was four years with the Chicago, Great Western Railroad Company.

Q How long did you say you have been engaged in the railroad business?

A About eight and a half years.

Q How many companies have you worked for from that time?

A Worked for six railroad companies.

Q Most of the changes were made at your own initiative?

A Is it necessary to answer that question?

Q Don't answer if you wish.

A Every change was made at my own initiative, my own betterment, too.

Q (*By Mr. Minard.*) In your experience with other roads where you were in charge of maintenance and way and resident engineer, do you know what the rules are on those systems with regard to reducing grade?

A Reduction in the grade and increase in tonnage.

Q What is the standard grade adopted or sought, generally?

A The standard grade—that is a question that is a little hard to answer. It depends on the topographical condition of the country.

Q What can you say as to the uniform custom to reduce grades below 1% ruling grade?

A Almost all grades are below 2% where possible.

Q You know, Mr. Patterson, the through trains, the Chicago trains, go through Paterson?

A Why, I have understood they do.

Q You have ridden through on some of them?

A I have been over the line, yes, sir.

Q Those trains are heavy trains?

A Yes, they would be, through trains.

Q They stop at the Paterson station, do they not?

A Yes.

*Cross examination* by Mr. Merrey.

Q Do any of those trains approximate the weight of a freight train, the passenger trains?

A I should say, as a rule they are somewhat lighter, but they operate at a higher speed.

Q There are somewhat lighter?

A Yes, sir.

Q What is the weight of the heaviest freight train?

A The weight of our heaviest freight train depends on the ruling grade over which it is handled.

Q Over the ruling grade on the New York division?

A On the New York division?

Q Yes?

A It depends entirely on the weight of the cars. If loaded cars they could haul more tonnage than empty cars.

Q When you start out a freight train you put about as much weight as you can move safely, don't you? How much can you put behind one of the largest engines in the way of freight?

A The tonnage depends on whether they are empty or loaded.

Q If loaded; what is the extreme weight?

A Well, what grade?

Q On the ruling grade of the New York Division?

A I have already stated 1% is the ruling grade, limiting it to 1,814 tons to the engines of the class I mentioned.

Q N-1 Class I think you said, is it?

A Yes, sir.

Q How much do your express passenger trains weigh?

A I can't tell you that.

Q Does it go over 500 tons?

A I can't tell you that I said.

*Commissioner Donges.* What is the steepest grade you go up on the railroad right of way on the New York division?

*Witness.* On the New York division?

*Commissioner Donges.* Yes?

*Witness.* I don't recall any over one and a half per cent. for a very short grade, which of course does not limit the tonnage in any way.

*Commissioner Donges.* What is the greatest grade, steepest grade, on the New York division?

*Witness.* I say I don't recall any over one and a half per cent.

*Commissioner Donges.* Is it short or long?

*Witness.* The longest grade, I don't recall any over 1.1%.

*Commissioner Donges.* So there is no grade on that division in excess of one and a half per cent.?

*Witness.* Not to my knowledge.

*Commissioner Donges.* And the short grade exceeding one and a half per cent., would that interfere with the hauling of such loads as are commonly hauled over this road?

*Witness.* It would depend entirely on the location of the grade. A short grade at the top of a long steep grade might stop a train and might be the ruling grade, but at the foot of a grade

where the train was traveling at a high rate of speed it would probably pass it all right.

*Commissioner Donges.* So the mere fact of a grade in excess of one and a half per cent. in itself would not prevent the operation of a heavy train?

*Witness.* No noticeable effect on the train.

Q (*By Mr. Minard.*) That would depend on the length of that train?

A Depend on the length and position.

Q Also depend on the rate of speed the train was required to pass in approaching the grade?

A And whether there was a signal on the grade to stop the train.

Q A semaphore?

A Yes.

Q A train approaching a passenger station?

A Yes.

Q And a train in the station discharging passengers?

A Yes.

Q And if they struck a two and a half per cent. grade with the semaphore against them and had to stop, there might be trouble starting again?

A Yes.

Q There might be some trouble hauling the train on that grade if you stopped it?

A Yes.

*Commissioner Donges.* Would there likely be?

*Witness.* Not so likely to be as trouble starting the train once it stopped.

Q In the case of the City of Paterson, if there were rules and regulations limiting the speed of trains through there, it would make a difference about the percentage of the grade?

A Yes, sir.

*Mr. Minard.* I have been trying to gather the siding agreements, Paterson sidings; there are

fifteen some. I have been unable to get them all at this time, but I expect to be able to get them by the time we close the testimony. I have here a bundle of them, most of which are original, the remainder are true copies, which I have obtained from the secretary's office and bear his notation, a true copy, with the secretary's initials or signature to that effect. I don't suppose Mr. Merrey will object to these documents?

*Mr. Merrey.* What are they?

*Mr. Minard.* Agreements with siding owners.

*Mr. Merrey.* We don't object to putting them in.

*Commissioner Donges.* Mr. Gourley?

*Mr. Gourley.* We want them in.

*Mr. Minard.* The gentlemen I have brought is from the division engineer's office who negotiated these agreements and keeps them there.

The first agreement I have is the agreement with the Weidmann Silk Dyeing Company.

*Commissioner Donges.* Between the Erie Railroad—

*Mr. Minard.* Between the Erie Railroad and the Weidmann Silk Dyeing Company, the twelfth of July, 1911. They will show in themselves how many sidings they cover and the length of the sidings. I would like to offer them.

*Commissioner Donges.* They will be admitted and marked.

(Same is marked Exhibit R-42.)

*Mr. Minard.* The next one is between the Erie Railroad Company and David G. Rogers Company, dated the twentieth day of October.

*Mr. Merrey.* The original copies will be furnished the commission.

*Mr. Minard.* I will bring the original as if you want them.

*Mr. Merrey.* I would like to have you do that.

*Mr. Minard.* I would make this arrangement; they will be available to any party any time you want them. I will bring them next hearing if you desire.

*Mr. Merrey.* There is no time at the hearing.

*Mr. Minard.* Come to my office.

*Commissioner Donges.* Would it be possible before the next hearing to have copies made and submit them to counsel on the other side?

*Mr. Minard.* Yes.

*Commissioner Donges.* And produce at the next hearing the originals and have them marked? If at that time counsel desires the originals, it may be done.

*Mr. Merrey.* If he left copies with the commission, one copy is sufficient.

*Commissioner Donges.* Mr. Minard is going to furnish you copies before the next hearing. Between now and the next hearing copies will be supplied also, so that any questions may be asked about them and the originals brought here for marking.

*Mr. Minard.* In the view of the development in yesterday's testimony in regard to the opening of the streets, we will have a man in the county register's office and various places make a complete search of that matter and we will be able to furnish certified copies of the record. We couldn't get ready to-day, but next hearing we hope to have the office record of all the streets in Paterson.

*Commissioner Donges.* I understand that concludes all you desire to offer to-day.

*Mr. Minard.* That testimony about the Ohio flood I am endeavoring to arrange about.

*Commissioner Donges.* Mr. Gourley, are you prepared to say what your position is in regard to this testimony?

*Mr. Gourley.* I have no objection to the fact that I was not made a party.

*Commissioner Donges.* You make no objection to it, that you were not made parties originally or given notice originally?

*Mr. Gourley.* Yes.

*Commissioner Donges.* They submit themselves now.

*Mr. Gourley.* To the same jurisdiction as if they had been present then.

*Commissioner Donges.* They waive nothing, but raise no question of jurisdiction because of failure to give you notice.

*Mr. Gourley.* Yes.

Adjourned until Thursday, December 11, 1913, at the City Hall, Paterson, and after Thursday, to December 26, 1913, Friday, at the Chancery Chambers, Jersey City, at 10.30 o'clock A. M.

BOARD OF PUBLIC UTILITY COMMISSIONERS

Paterson, N. J., Thursday, December 11, 1912.

PATERSON GRADE CROSSING ELIMINATION,
ERIE RAILROAD, *et al.*

Before Commissioner Hillery.

For the City of Paterson appears E. F. Merrey, Esq., and Randall Lewis, Esq.

For the Paterson & Ramapo Railroad and the Paterson & Hudson River Railroad appears W. I. Lewis, Esq.

For the Erie Railroad Company appears Duane E. Minard, Esq.

WILLIAM McGILL, sworn on behalf of Erie Railroad Company.

Q Please give your name in full?
A William McGill.
Q Where do you reside?
A Church and Ellison streets.
Q In the City of Paterson?
A Yes, sir.
Q How long have you lived in Paterson?
A Fifty-seven years; I was born here.
Q Where did your father live at the time of his death?
A Until a week or so before he died he lived in the same house, three hundred and seventeen (317) Summer street.
Q In the City of Paterson?
A In the City of Paterson, yes, sir.
Q Did you find among the papers that he left anything relating to the railroad which runs through the City of Paterson to the City of New York, now known as the Erie Railroad?
A I found a time-table left by my grandfather, not by my father.

Q Among your father's papers?

A Yes, sir.

Q Will you please produce it for the inspection of the commission?

(Same is produced.)

*Mr. Minard.* We will have a photograph taken of that if Mr. McGill will let us, and said photograph will be offered as Exhibit No. R-43.

Q Will you please read the contents of the timetable which you found?

A "Summer arrangement, Paterson and New York Railroad Line from Paterson. Morning at 6½ o'clock by steam, 10¼ o'clock by steam; afternoon, 2½ o'clock by horses, 5¼ o'clock by steam, 6½ o'clock by horses. From New York, morning 5½ o'clock by horses, 8 o'clock by steam, 11½ o'clock by steam. Afternoon, 3 o'clock by horses, 6½ o'clock by steam. On Sundays, from Paterson, 6½ o'clock A. M. by steam, 3½ o'clock P. M. by horses, 5 o'clock P. M. by steam. From New York, 8 o'clock A. M. by steam, 9½ o'clock A. M. by horses and 6½ P. M. by steam. June 15, 1835."

Q Mr. McGill, will you please tell the commission with particularity as to where you found that timetable?

A In an old hair trunk in the garret of our house.

Q Had you ever seen it before you took it out of the old hair trunk?

A Never, it was down in the bottom of the trunk.

*Mr. Merrey.* We will admit that.

*Mr. Lewis.* You will admit this was a timetable of that road at that time, of the Paterson & Hudson River Railroad at that time?

*Mr. Merrey.* Yes.

WILLIAM H. LEVI, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. W. I. Lewis.

Q Where do you live, Mr. Levi?

A Paterson, N. J.

Q What place?

A 61 Pearl street.

Q How long have you lived in the City of Paterson?

A My parents moved here about 1841 and I have lived here ever since, except four years.

Q Where were you during those four years?

A In the service of my country in the war of the Rebellion.

Q Do you remember when you came to Paterson in 1841, whether there was any railroad running at that time from Paterson to New York?

A Yes, sir.

Q How old were you when you came to Paterson in 1841?

A About three and a half to four years old.

Q What year were you born in?

A 1837.

Q When you came to Paterson, was there a railroad running from Paterson to New York?

A Yes, sir, as far as I know. I know there was a railroad in Paterson proper.

Q When did you first learn where that railroad ran to?

A About 1847 or '48 I went down to New York with my parents.

Q You were then ten or eleven years of age?

A Ten or eleven years of age.

Q Where did you start from?

A We started from Main street depot.

Q Where did the road run to from that point out to the junction, how did it run to the junction?

A The road started at the depot and before it got to the gate, the fence enclosing the yard, there was an S curve, which started from the depot in this way and curved this way and another curve that way (indicating) and ran direct from the entrance to the yard to the junction.

Q How would you describe the location of the junction?

A I don't know it is exactly on the ground where the Lambert Mills stand, but in that locality.

Q That is in the vicinity of Clay street?

A Yes, sir. There was no Clay street there then, in the vicinity of Straight street.

Q In the vicinity of what would be the Straight street crossing now?

A Yes, sir.

Q Whereabouts did you start from on that trip to New York?

A Started from the Main street depot.

Q And where was that located?

A Located on Main street and on the corner which is now De Grasse street, but no De Grasse street then; the main entrance to Colt's Garden.

Q Do you recall whether there was any railroad then running from Market street out to New York, to the junction, and then to New York?

A At what time?

Q At about the time you are speaking of in the trip to New York?

A No, not when I was ten years old, no road run through there then yet.

Q Do you remember the construction of the Paterson & Ramapo Railroad?

A I remember of its being built.

Q Do you remember having a ride on that railroad to Sufferns?

A Yes, sir. When I was a boy, I was going to school then yet, I went up on the locomotive in company of the fireman, up as far as Sufferns.

Q Was that before or after your trip to New York with your parents?

A That was a short time after or previous to that, I don't remember which.

Q You cannot tell whether it was before or after?

A After that, I think.

Q But about that time?

A Yes.

Q Before your trip to New York in 1847 or '48, had you been familiar with the railroad as it went from Paterson toward New York?

A Yes, sir.

Q Tell us how you became familiar with it?

A It was a common playground in the neighborhood of what we called old Paterson, Cross street, Allen street, Ward street, a great playground for the boys. We used to go there to play after school hours or on Saturday, and the playground was generally on the southwest section of the yard, which would be in the neighborhood of where Slater street goes through, crosses now, and if we would forget ourselves and go out of that section, out of that neighborhood, we would be apt to be chased out of the yard by old Dody Claxton, who was the general yardmaster. If we got thirsty we would go to the railroad spring and get a drink of water.

Q Do you remember the building of the station at Market street and the railroad?

A I don't remember of its building, but I remember after its being there, after built and being used.

Q What is your earliest recollection of that railroad station?

A Young men, fourteen, fifteen, sixteen years old, a common place to go there and see the train go through.

Q The station at Market street was maintained at the same time that the station on Main street was maintained?

A Yes, sir.

Q For how long a period of time?

A The last I remember of using the railroad from the old depot was in 1861 when three hundred of the boys went down to join Sickle's brigade in New York, the fifth of May, 1861.

Q When you say you watched the trains go through, where would you be standing?

A We would be walking around on the platform. That station was built of brick, probably eighteen or fifteen feet to twenty feet square.

Q Where did the trains come from then?

A From Sufferns.

Q And go through—

A As a rule—

Q Go through to New York?

A I don't know what year the Erie Railroad got possession of the old Paterson & Hudson River Railroad, but previous to that the trains ran to the junction and there the passengers and baggage would be transferred to the Paterson & Hudson River Railroad because the Paterson & Ramapo was a six-foot gauge roadbed and the Paterson & Hudson River is a four-foot eight and a half. That is why the junction was built there, to transfer passengers and freight to the old line.

PETER DOREMUS, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. W. I. Lewis.

Q Where do you live, Mr. Doremus?

A 581 East Twenty-fifth street.

Q In the City of Paterson?

A Yes, sir.

Q How long have you lived in the City of Paterson?

A Since 1844.

Q How old are you now?

A Past eighty-five.

Q You still attend to business affairs?

A Oh, yes.

Q You are a director of the Second National Bank of Paterson at the present time, are you?

A Yes, and have been for the past fifty years, nearly.

Q When you came to Paterson, do you recall whether there was any railroad here at that time?

A Yes, there was the Hudson River Road.

Q And where did that road run from at that time?

A The depot was down near the Court House. They used to run the cars from there up to the corner of Main street with the horses.

Q That is to say, at that time they ran from the site near the Court House with horses down to the corner of Main and Market streets?

A Yes, sir.

Q That was then known as Congress Hall?

A Yes.

Q Starting from the Court House in the other direction, where did the road run to?

A It ran down in connection with the Pennsylvania road.

Q At what point?

A I don't know exactly what point it was.

Q Where did it take you to?

A To Jersey City.

Q Do you remember the construction of the Paterson & Ramapo Railroad?

A Yes.

Q Where did that road run from?

A It formed the junction with the Hudson River Railroad. Mr. Coult made an exchange of lots on Main street for the lots that were occupied by that road.

Q Where did it run from the junction?

A I don't know just exactly where it was.

Q Did it run out towards Sufferns?

A Yes, it ran up to Sufferns, that is, it ran as far as the Jersey line, then it became the Union road from there up to Sufferns to connect with the old Erie.

Q Do you recollect what time that road began to run from Sufferns to the junction?

A No, I think it was about 1849.

Q You are not quite precise about that in your recollection?

A I know when it was in building.

Q When was it building?

A It was building from 1847 to '49.

Q You would say then it was running at a time no later than 1850?

A How is that?

Q You would say it was running at a time no later than 1850?

A Yes.

Q At the time you first remember that Paterson & Hudson River Railroad running, do you recall what streets the Paterson & Hudson River Railroad crossed in the City of Paterson?

A I don't think it crossed any street.

Q In the City of Paterson?

A In the city. It started from there and went right down and there were no streets laid through.

Q At the time the Paterson & Ramapo Railroad started to run, what street did it cross in the City of Paterson?

A It crossed Market street, Broadway and River street.

Q Did it cross any other streets at that time?

A There were no other streets to cross, the only three outlets in the city.

*Cross examination* by Mr. Merrey.

Q Do you remember when Straight street was laid out?

A I don't remember the time. It was laid out in the first place from Broadway just north of Broad-

way some three hundred feet or four hundred feet through to Market street, then afterwards, it was opened from there down to River street.

Q Do you remember when it was opened south from Market street to where it now crosses the Erie Railroad?

A Yes, it must have crossed the Erie Railroad, it must have run down there to connect with the Erie.

Q Are you sure Straight street was not laid out before the railroad was laid out on its present right of way?

A I am not sure of it below Market street.

Q You are not sure of the conditions south of Market street?

A No.

Q When you say below Market street you mean south?

A Yes.

Q You were not so familiar with that section of the city?

A No, at that time it was all really a wilderness.

Q So it is possible, however, that Straight street or some other street may have been laid out over the railroad?

A Yes, so far as I know.

Q And may have been laid out before the railroad started to operate?

A It might have been, I am not positive about that.

Q It is a long time ago and you cannot be sure of your recollection?

A No.

Q There may have been some other streets, so far as you know, laid out to the north crossing what was afterward the Paterson & Ramapo Railroad, besides the three you mentioned?

A I didn't quite get that.

Q May there not have been other streets beside Market street, Broadway and River street that were

open before the railroad was laid out, so far as you know?

A I cannot say positively, but I think there was. I think Godwin street was.

Q Was Van Houten street and Ellison street?

A Van Houten street was not opened, Ellison street was opened from Main street out.

Q And crossed where the railroad now runs?

A I don't know, it didn't cross there. It was merely opened from Main street to Church.

Q Was it opened from Church to Straight?

A No.

Q It was not?

A No, there was a pond there, the button mill pond, it was called, where Market street is now located.

Q How far from Market street did that run?

A How far from Market street?

*Mr. Lewis.* What, the pond?

*Mr. Merrey.* Yes.

Q How far from Market street did that button mill pond extend to the north?

A To the north, to Ellison street. That was a pond fed by streams from that section of the city.

Q Did that cross Ellison street, where Ellison street now is?

A Yes.

Q Did it go as far as Van Houten street?

A The pond?

Q The pond.

A No, the pond ended at Ellison street, but the water went through Van Houten street and Broadway.

Q Did it run off in a brook?

A The water ran from this pond down to the river, it was called Dark Brook.

Q Was that stream of any size, Dark Brook, was it a large stream?

A It was quite a stream at the time.

Q It wasn't necessary to bridge it, not necessary to put a bridge across it?

A They had a temporary bridge across.

Q Where Ellison street now is?

A Yes.

Q Did they have one at Van Houten street?

A No, I think not.

Q (*By Mr. W. I. Lewis.*) When you speak of Godwin street crossing the track, Mr. Doremus, as a matter of fact Godwin street doesn't cross the track to-day, does it?

A It goes under. There is no claim there. That has its underground passage at Godwin street. Godwin street is where Katz' brewery is.

Q When you speak of Godwin street going under, is what we call Straight street now going under?

A Yes.

Q Did they use to call that Godwin street?

A Yes. Godwin street runs from—

Q From Bridge street, doesn't it?

A Yes.

Q Up to Agnew's coal yard?

A Yes, and the railroad runs over that.

Q Over what is now Straight street?

A Yes.

Q Down by the brewery?

A Yes, down by the brewery.

*Mr. Minard.* I want this testimony as far as it relates to the Paterson & Hudson River Railroad to be used in the Rutherford case. That was understood before the commission when we arranged for this hearing.

*Commissioner Hillery.* I understand that to be true.

SEVENTH HEARING.

BOARD OF PUBLIC UTILITY COMMISSIONERS.

Jersey City, N. J., Friday, December 26, 1913.

PATERSON GRADE CROSSING ELIMINATION,
ERIE RAILROAD COMPANY, *et al.*

Before Commissioners Donges, Hillery and Daniels.
F. H. Sommer, Esq., Counsel.
For petitioners appears E. F. Merrey, Esq.
For respondents appear G. S. Hobart, Esq., and D. E. Minard, Esq.
For various siding owners, etc., appears W. B. Gourley, Esq.

*Mr. Minard.* Mr. Gourley is here with a large number of siding owners. They, perhaps, should go ahead; they are business men and delay would evidently interfere with them. I would like to put Mr. Sorensen, chief clerk, on to-day, because his duties in New York require his early return. I have also a gentleman here from Cleveland.

*Commissioner Donges.* If that is agreeable, Mr. Gourley?

*Mr. Gourley.* Very satisfactory.

A. L. SORENSEN, recalled on behalf of respondent.

*Direct examination* by Mr. Minard.

Q During one of the previous hearings Commissioner Daniels raised the question of the per ton mile. I have taken the liberty of working that up so his question might be answered. Mr. Sorensen, I hand you a statement; what does this statement show?

A This statement shows the operating revenues, operating expenses in detail and operating income for the period 1903 to the period 1913, expressed in mills per traffic unit, namely, revenue ton miles plus passenger miles. It shows these various items for years

in mills, 1903, 1910, 1913 and then five years' average, 1903, 1907, and five-year averages, 1908, to 1912, in mills, worked down to operating income.

Q 1903 to 1913, this statement shows that operating income per ton mile, including freight and passenger has been reduced from 2.77 down to 2.03, is that right?

A It is.

*Mr. Minard.* I offer that in evidence.

*Commissioner Donges.* Is there any objection? It will be admitted and marked as an exhibit.

(Same is marked Exhibit R-44.)

*Cross examination* by Mr. Merrey.

Q Will you kindly explain the meaning of this table. I notice in the first place you say that it is revenue ton miles plus passenger miles.

A This is the revenue tons one mile plus the passengers carried one mile; resolving the figures to the one-mile unit basis.

Q That means then that the total operating expenses for transporting a ton of freight one mile and the passengers one mile is so much; that is what I understand?

A Yes, sir, as here expressed.

Q Just tell me how you combined those two things?

A We have combined the revenue—taken the revenue tons carried one mile, which is arrived at by taking the revenue tons and multiplying by the total tons carried and passengers carried one mile, and arriving at that on a one mile basis and adding the two together.

Q Is there any separation showing the revenue of carrying a ton of freight one mile, separating the revenue received from the passengers carried one mile?

A There is not, no, sir.

Q You have those figures, have you?

A We could arrive at those figures, yes, sir.

*Mr. Merrey.* This table, as I understand, was prepared in answer to a question you propounded.

*Commissioner Daniels.* It is so stated. I assume I did so ask the question. I think I probably did.

*Mr. Minard.* Commissioner Daniels made an inquiry in that room when we had the hearing on figures, the figures per ton mile. The statement went in and we didn't show it. It occurred to us as a good suggestion to show the earnings per unit for one person and a ton mile. It is a concrete clear way of showing the earnings of one to the other and to avoid confusion of millions of dollars.

*Mr. Hobart.* It is standard; I think it is the same statement made before the Interstate Commerce Commission.

*Mr. Minard.* This statement is taken or copied from a statement of Comptroller Crawford before the Interstate Commerce Commission on the five per cent. rate increase.

*Witness.* It was taken from the testimony.

*Mr. Minard.* We copied it out after the commissioner made the inquiry about it.

*Mr. Merrey.* I have no further questions.

*Mr. Minard.* I have put the photographs in a convenient book form. This is all the photographs we have offered.

JAMES BURKE, sworn on behalf of respondent.

*Direct examination* by Mr. Minard.

Q Give your full name and address.
A James Burke.
Q Where do you live?
A Cleveland, Ohio.
Q When did you come here?
A I came here this morning.
Q When?

A This morning.

Q What is your business?

A Superintendent of roadways, bridges and buildings.

Q On lines west?

A On the Erie Railroad on lines west of Salamanca, New York.

Q The question of replacement of any damage done by a flood, does that come under your personal supervision?

A Yes, sir.

Q Do you have all the reports and data on the subject?

A I do.

Q And from that date have you compiled a statement and presented it here by divisions of the cost of repairing in kind damages to track, roadway, bridges, structures and so forth, also the expense involved in cleaning creeks, channels, track ditches, and so forth, as a result of the flood condition in March and April, 1913?

A Yes, sir.

Q That is more conspicuously known as the Dayton flood?

A Yes, sir.

Q Are these statements compiled by yourself from original data and memoranda?

A They are given by divisions by the Division superintendents to my office.

Q On their official reports.

A Yes, sir.

Q With which you are familiar?

A Yes.

Q And in the line of your duties in this office?

A Yes, sir.

Q Just read the figures on it.

A Meadville division $33,787.85.

*Mr. Minard.* We can save a little time, as everybody has a copy of this memoranda—

Q Are these figures correct?

A They are.

Q I notice a note at the bottom: "The above cost does not include loss of gross revenue sustained during the months of March and April as a result of flood conditions, which was very heavy, but difficult to arrive at in figures." Have you any figures of loss of revenue during that time?

A I have.

*Mr. Merrey.* This seems to be a new way of testifying; to come with a statement and hand it to the witness and ask one question about it. I have no particular objection at this time.

*Mr. Minard.* This has been the practice ever since the case started.

*Mr. Merrey.* With our sufferance.

*Commissioner Donges.* The purpose is to save time.

*Mr. Minard.* You can ask any questions you want.

*Mr. Merrey.* It is immaterial.

Q What figures have you on loss of traffic, and how did you get them?

A It is arrived at by taking the number of trains that were put over the road for the previous twenty days before the flood season came on.

Q Using as a basis the previous twenty days before the flood—it was not anticipated so the traffic wasn't heavier than usual?

A No heavier. It was assumed the same as in the flood season.

Q Which is a reasonable assumption in your opinion?

A Yes, sir.

Q What are the figures; can you give the first month for loss of revenue?

A In the month of March it was figured $722,815 loss in earnings.

Q Based on the twenty days previous?
A Yes, sir.
Q What was it in April?
A $308,736.
Q Have you got that totalled up?
A I have; $1,247,361.89.
Q That includes the addition of your statement of physical damages?
A Yes, sir.
Q That applies on the road east of Salamanca?
A It does—west of Salamanca.
Q West of Salamanca?
A Yes.

*Mr. Minard.* I offer that in evidence.

*Mr. Merrey.* How far is Salamanca from Paterson?

Q Did you ever hear of Paterson?
A Yes. It is four hundred and fourteen miles from Jersey City, and Paterson is something like eleven or twelve miles I think.

*Cross examination* by Mr. Merrey.
Q So none of this loss has anything to do with the division of which Paterson is a part?
A No, sir.
Q You say there was some loss in traffic while this flood was on?
A Yes, sir.
Q Was the traffic augmented after the flood was over?
A I don't think it was augmented to the extent it was before, for the reason a great many of the factories were idle on account of the inability of the railroad to serve them and so forth.
Q Have you deducted from this table of loss of traffic the amount the traffic was later augmented from the fact that the flood was over and the stuff delayed was being sent over the road?

A I didn't quite understand the question.

Q I understood from your testimony you say after the flood subsided and the road began to operate you carried a lot of traffic that had been delayed?

A Yes.

Q Have you deducted that from the amount lost during the flood period?

A I think that was deducted.

Q Do you know?

A No, I do not know. I am not in the traffic department.

Q This table you gave us was based on something you don't know of?

A It was made from figures that the traffic department had.

Q You don't know whether your road lost that amount of traffic or not?

A I couldn't actually swear to it. It is only an estimate.

*Re-direct examination* by Mr. Minard.

Q Any traffic that was delayed of that nature on account of the flood—wasn't there a large amount of traffic on account of the flood that otherwise would have gone to take its place?

A Yes.

Q Very large?

A Yes.

Q And for months after the flood there was large amounts not shipped?

A Yes, sir.

Q I understood this statement specifically states it does not include loss of traffic; that is the amount actually spent on the several divisions?

A Yes.

*Mr. Minard.* I offer that statement.

*Commissioner Donges.* It will be admitted and marked.

(Same is marked Exhibit R-45.)

*Re-cross examination* by Mr. Merrey.

Q Do you know whether the road is in as good condition after these repairs were made as before? Was it not in as good condition as it was before?

A It was in many places.

Q Wasn't it better?

A No, I don't think it was any better.

Q Did you build any stronger bridges where they had been washed away?

*Mr. Minard.* This statement says, "in kind."

*Commissioner Donges.* Let the witness answer.

A We didn't lose any bridges in that district; the statement don't show any bridges.

Q You had damages to bridges?

A Yes.

Q When they were repaired were they made better than before?

A No; made as good.

Q Do you know that?

A I do.

Q When you cleaned out the creek channels, did you make them a little deeper than before the flood?

A No; we didn't go any further than we had to.

H. W. McGRATH, sworn on behalf of respondent.

*Direct examination* by Mr. Minard.

Q What is your position?

A I am engaged in special work in the office of the general manager.

Q Did you undertake to make up an estimate of the amount of damages due to floods in March and April, 1913?

A Yes, sir.

Q On the various divisions?

A Yes, sir.

Q How did you reach that statement?

A I went to each one of the division offices and from their time books and material books and records

of vouchers issued, took the information in figures that is represented in this statement.

Q Then these figures were taken from the original time slips?

A Yes, sir.

Q And vouchers that are in the offices of the company?

A Yes, sir; offices of the districts.

Q The figures set forth in this statement are true and accurate?

A Accurate.

Q It does not include any estimate for loss of traffic?

A They do not.

Q Can you explain why it does not?

A There were no records available now. These records available are not in such shape or condition and we took the figures we had at the time as absolutely correct.

Q Were any divisions taken east as to that?

A No.

Q What about the Susquehanna division?

A They had figures amounting to $1700. When I went to go to the very records to find out if they were exact there wasn't enough proof of it.

Q In other words, in the divisions mentioned in this statement they did not maintain a twenty-day previous record, anything of that sort to ascertain the loss of traffic?

A No, sir.

*Mr. Merrey.* He has nothing more than his general observation; as a matter of fact that is all you are testifying to.

*Mr. Minard.* I offer this statement in evidence.

*Commissioner Donges.* It will be admitted and marked as an exhibit.

(Same is marked Exhibit R-46.)

Recess from 1.10 to 2.10 o'clock P. M.

AFTER RECESS.

*Mr. Minard.* We set up in our answer a certain number of sidings in that section. That information was taken from our files at the time. Since that time I have given personal attention to it and have gone over the ground personally with our engineer and with the division freight agent and have gone over the result with the local freight agent at Paterson. We find certain conditions. Some of the siding owners mentioned in that list—the sidings are there and enjoyed under an agreement which gives them the benefit and to their heirs and assigns and successors and assigns, so our obligation is the same and theirs is. But there are others where the sidings were built to accommodate one concern and another concern built a plant on adjoining land and we extended that siding; so, while the siding is one siding, yet we have an agreement or understanding with three or four more concerns on the same siding. I thought it better to have that absolutely clear; all these different things clearly explained and the detail about the different sidings and that pointed out, and I have gotten up a statement to that effect, which I find adds considerably to those which we have in the answer. We have sixty-two such concerns which are served by an arrangement which the railroad company is not at liberty to break.

*Commissioner Donges.* Sixty-two concerns affecting twenty-eight or twenty-nine sidings?

*Mr. Minard.* Yes; I show this by a letter or legend, which is explained at the end, showing how they are affected. I make this statement so these additional people may have notice—perhaps they ought to have notice before another hearing. I don't know whether the other siding owners will take the rest of the day. This list ought to go up to the secretary, who ought to

make notices and give them notice. I can prove this by the freight agent who is here.

*Mr. Merrey.* This gives the name of the siding?

*Mr. Minard.* Yes.

*Mr. Merrey.* It doesn't show from these names of the parties who owns the siding.

*Mr. Minard.* That is our record. If you don't like it, prove it. That is our record.

*Mr. Merrey.* For instance, No. 8, record of Martin Goble, does he own it?

*Mr. Minard.* Yes, that is our arrangement.

*Mr. Merrey.* Do you know whether the Erie Railroad owns that and Martin Goble has left?

*Mr. Minard.* We don't know anything of that sort. We have an arrangement with Martin Goble to provide a siding on our own land, but the obligation is the same.

*Mr. Merrey.* Haven't you evicted him from the land for non-payment of rent?

*Mr. Minard.* I never heard of it.

*Mr. Merrey.* I did.

*Mr. Minard.* That is part of your case; take your oath and go ahead.

*Mr. Merrey.* You are going to swear these are sidings owned by these particular people?

*Mr. Minard.* Suppose we let this matter go through the usual method.

*Mr. Hobart.* We undertake to furnish what perhaps we are not legally required to do, a complete list. We feel in honor bound, not legally bound, to submit what we can.

*Mr. Minard.* We will have to prove it later. I think the commission should give notice to these other people.

*Mr. Merrey.* That is just the trouble. I am not asking you to go to proof. I asked you if

the people named own the sidings; I have my doubts.

*Mr. Minard.* There is doubt about whatever we prove. We are doing this for him.

*Commissioner Donges.* You raise the point in your answer?

*Mr. Minard.* Yes.

*Commissioner Donges.* Perhaps, if you expect benefit from failure to give notice, or expect your case is affected by the fact that you are called upon to furnish certain service to switch owners, you ought to prove just what the relation is, what your obligations are and how you may be affected.

*Mr. Minard.* We will do it as far as we can. We ask an opportunity to offer acceptable proof on that. I am doing it to the best of our information. If somebody ought not to be there or somebody is left out, Mr. Merrey is at liberty to ask the commission to serve the notice on somebody else.

*Mr. Merrey.* For instance, if the Erie Railroad owned a property which they used to lease to an individual and the name is down there, how will we get that information?

*Mr. Minard.* You suggest the information?

*Mr. Merrey.* I suggested this particular case.

*Commissioner Donges.* If you and Mr. Minard are not agreeable to agreeing that the statements contained in this paper are accurate, then you may call on Mr. Minard for proof and have the right of cross examination. If the proof is in the hands of the railroad company, you may call upon them to produce any agreement or writing they may have.

*Mr. Merrey.* The reason I am making this statement—I don't understand this is in evidence?

*Commissioner Donges.* It is not now in evidence.

*Mr. Merrey.* I understood Mr. Minard was offering it to the commission for the purpose of informing the commission of other parties interested, in order that they could serve notice. I am endeavoring, rather than objecting, endeavoring to find out whether the persons concerned are parties who should be notified.

*Commissioner Donges.* Mr. Minard's statement, as I understand it, is he here submits a list of persons who appear by the records of the railroad company to have rights in sidings. Mr. Minard suggests, although it hasn't been proved or offered or admitted in evidence, that these parties might be notified before the next hearing, in order to save time, and then proceed with the proof formally in the matter.

*Mr. Merrey.* This discussion was brought about by the question put to Mr. Minard whether the list was an accurate list. I notice one or two instances in which names are not given accurately and are not the owners of switches. I want to know from him to be sure about it.

*Mr. Minard.* It may be necessary to amend a section of the answer to add additional names. I assume there will be no objection to that. It won't change the section, but add additional names for the purpose of the pleading. Another point is, in order that this may be the list which we will prove—we can prove it now—I suggest that it be marked for identification so it can be identified.

*Commissioner Donges.* It will be so marked.

(Same is marked Exhibit R-47, for identification.)

*Mr. Minard.* Mr. Martin spoke to me during

the noon recess. He represents Armour & Company.

*Mr. Martin.* My attention was called to this a short time ago, but my principal was in Chicago. I have received authority to file an answer with the commission, but the answer is not yet prepared. I would plead an extension of time to have an answer prepared and filed with the commission.

*Commissioner Donges.* How much time do you need?

*Mr. Martin.* Say Monday.

*Mr. Merrey.* May I ask, if that be done, that the testimony already taken be admitted?

*Commissioner Donges.* You consent that the testimony already taken shall be binding on you?

*Mr. Merrey.* Subject to the right of cross examination.

*Commissioner Donges.* Yes; cross examination and calling back any witnesses you wish to examine. The point is you submit yourself to the jurisdiction of the board and also to be bound by the testimony that has been already taken?

*Mr. Martin.* Yes.

*Commissioner Donges.* Very well; upon that understanding you may file your answer.

*Mr. Gourley.* I file an answer for Fuller's Express Company and the National Silk Dyeing Company.

*Commissioner Donges.* On the same conditions.

*Mr. Gourley.* On the same conditions.

*Mr. Minard.* Fuller's Express Company was one of the concerns not in the original answer.

*Mr. Merrey.* I think the stenographer didn't get Morris & Company's name correct. It is here Nelson Morris Company.

DANIEL O'CONNELL, sworn on behalf of switch owners.

*Direct examination* by Mr. Gourley.

Q You are president of the McNab & Harlin Company in Paterson?

A Yes, sir.

Q What business is your company engaged in?

A The manufacture and sale of brass and iron goods for steam, gas and water requirements.

Q How long has that company been engaged in business in Paterson?

A It has been engaged in business altogether fifty-eight years about.

Q How much of that in Paterson, about, broadly?

A I really can't say. I have only been in the company twelve years myself. But I should say they have been in Paterson thirty or forty years, perhaps, altogether.

Q Where is their place of business?

A Their factory is on Straight street and runs through to Railroad avenue. We have what we call the old plant and the new plant.

Q The old plant then—

*Mr. Merrey.* Pardon me. Railroad avenue wouldn't be right.

*Witness.* Ramapo avenue.

Q What manufactory have you on the south side of Taylor street or Bond street?

A The new plant?

Q No, the old plant?

A The old plant consists of a brass foundry and finishing shop.

Q How many men are employed altogether, about?

A Between six hundred and seven hundred men.

Q You spoke of the new shop; where is the new shop?

A After you pass Cedar street, then you come to the Graham brewery, then you come to what we call

the National Biscuit Company's property, and then our iron foundry, new plant, follows that. The switch runs the whole length in front of the Graham brewery and the National Biscuit Company's property.

Q And the old plant adjoins the Erie Railroad's property?

A Yes.

Q Isn't there any ground between your property and the railroad property on the south side of the street, of the old plant?

A None I know of that doesn't belong—as I understand, our property runs up to the railroad property, but our switch is on our own property.

Q You have a deed to your property?

A Yes; in the safe deposit box in New York.

Q What switch have you connecting your property with the railroad?

A We have a switch that runs from the main line and away out the whole length of the property, both to the old plant and the new plant.

Q What do you use the switch for?

A We use the switch facilities, one of the uses, the main one, is to get raw material, pig iron, coal and coke and other raw materials that we want.

Q You use it for outgoing cars?

A Some outgoing cars, but the great volume is incoming freight.

Q The new yard or the new shop, have you switching privileges?

A Yes, that is where the switch runs in.

Q The switch continues down?

A Continues down.

Q What is the switch used for on the new plant?

A The same; raw material, coal, coke and pig iron.

Q Have you any idea the number of cars per month you use, or per year?

A I think last year the incoming freight was something over 500.

Q Last year?

A I think last year I made the calculation. The average was about that.

Q What have you to say, Mr. O'Connell, as to the adaptability of your property in a manufacturing relation to the railroad; what use is the railroad to your property for manufacturing purposes?

A We consider the contiguity of the railroad company to our property a very favorable asset.

Q You may state why?

A In connection with switching facilities and for the reason that it makes a short haul to the metropolitan district, which is our great market and brings our material in from the west.

Q How would you take care of that volume of incoming business without the switch?

A Well, we would simply have to buy a large trucking outfit and have that large amount carted by horse and wagon from the depot.

Q Where would you have to go to get it?

A Go to one of the Erie freight depots, wherever that might be situated, if this improvement is made. This, of course, we know nothing about.

Q Would that be of materiality in the cost to you in the price of the goods?

A It would be a very large sum of money and aside from the inconvenience and delay of it, it would add to the overhead expenses of billing and add to the cost of our product. In close competitive bidding in some pieces of business it would be a very important item. We might lose a lot of business on an overhead of that kind.

Q Have you considered the condition of depression or elevation through there?

A I am not an engineer—I don't know as I am competent to pass judgment in such a matter—from what I have heard.

Q Perhaps you may go on.

A The sentiment in Paterson—

Q No. Have you any knowledge of your own, how it can be adapted?

*Mr. Gourley.* Mr. Hobart calls attention to the fact that the plaintiff's case is based entirely on sentiment.

*Mr. Minard.* I don't know why the witness should be headed off.

*Commissioner Donges.* I don't know as there was any sentiment.

*Witness.* From my knowledge of the surroundings and without being an engineer, I would say elevating the track, if it has got to be done, it would be preferable to depression as far as our mill is concerned.

Q How would you adapt your mill to that elevation?

A I don't know as we could. It looks like a very important and very serious thing to determine just where we are going to be left if the tracks are elevated and what, if any—how any switch can be put there, if a switch is put in, if such a switch can be put in.

Q Your property abuts on Bond street near the railroad?

A Our entire plant runs along what we consider the railroad tracks and crosses one public street, namely, Cedar street, I think that is what they call it.

Q Would elevation of your structure allow—crossing that street at right angles interfere with you?

A I should think it would, absolutely. If you are going to elevate that street, Cedar street, which separates one mill from the other, I can't conceive how you can get a switch from such elevation into the old plant.

Q In making that obstruction, and remembering that your property abuts directly on the railroad, the

property south of Bond street, would that affect the elevation of the railroad, damage or increase the value of that property?

A We would consider it a very serious damage to have any change in this switch, or elevation or depression of the tracks. We haven't seen any detailed map of how it is to be done or what they will put us in; looking over the situation as well as we can, without being an engineer, that is the way it impresses me.

Q That situation will affect your light and air?

A Yes, it would affect our light and air.

Q I mean the plant property, where it crosses the street?

A Yes; the light in the main plant would be affected, and I don't know but what the light in the new plant; it would darken up the rooms where the hands are working.

*Cross examination* by Mr. Merrey.

Q That altogether depends on the height the track is elevated?

A It depends on this contemplated improvement, whatever it is going to be.

Q I understand the bulk of your business with the railroad was receiving raw material, coal and coke?

A Pig iron and coke and all raw material.

Q Isn't that much more cheaply handled from a trestle than a ground track? In other words, don't you think it an advantage to you to have an elevated track into your plant so the coal could be dropped through the bottom of the cars into pockets?

A Well, I don't know. Before I should want to answer that question I should want to see a blue print how this is going to be. I don't think that feasible.

Q If it were it would be an advantage?

A I don't say it would be an advantage. I couldn't with the data at hand, I couldn't pass on such a subject.

Q (*By Mr. Hobart.*) Do you know that your company has an agreement with the railroad company?

A Yes. I intended to bring that along. Mr. Gourley got me out of bed pretty early. It is available to the commission. I will bring it along. We have the correspondence and agreement, whatever it is, with your railroad.

*Mr. Hobart.* Just so it is understood that that can be offered later.

*Mr. Gourley.* Yes.

Q (*By Commissioner Daniels.*) Do you incline in any way to offset the advantage you and others derive as citizens as against the loss suffered as a manufacturer by the separation of the thoroughfare from the railroad?

A You ask me my sentiment as a citizen to see the improvement made.

Q Is there any offset? Do you regard it a net loss or is part of that loss compensated by the elimination of the possible danger?

A I'll tell you frankly what I feel about it. I suppose my Paterson friends would think I am trying to throw cold water on it. I have run along those tracks for the past ten years. I really don't see the great necessity, as far as public safety. It seems to me there might be a middle ground by which you could still maintain those crossings by devices and better protection, perhaps. It is a question in my mind whether such an improvement is needed with all the uncertainty about these mill owners and switches. As a general proposition I am very much in favor of improvements that make life and property safer. Do I answer your question?

Q Yes. I wanted to know if you had weighed the two things?

A Yes, I have, thoroughly. I don't know what the record is for the last ten years, the element of public safety as shown on the tables, I don't know about

that. It doesn't seem to me there should be any serious accidents crossing those crossings in the City of Paterson with any care on the part of the passenger, passerby.

*By Mr. Merrey.*

Q Where do you live?

A In Passaic.

Q What part of the business do you attend to, manufacturing or sales?

A Both. I attend to the manufacturing and I attend to the executive part of the company.

Q Most of your time is spent in the office in New York?

A No. I spend usually three days in the manufacturing department in Paterson and three days in the executive offices in New York.

Q How do you travel between Paterson and Passaic?

A On the Erie Railroad; sometimes on the D., L. & W.

Q When you travel on the Erie Railroad you get off at the Market street station?

A In Passaic?

Q In Paterson.

A Yes, I get off at the depot, you call the Market street station, and I walk back along the track to the mill. I don't ever go on the street. I walk back on the track.

Q You get off the rear end of the train?

A I get off whatever car I am on and walk back.

Q The rear end would be nearer your plant?

A Yes. It is quite a walk from the depot to our plant along the track.

Q You don't cross the crossings, or any of them?

A Not as a rule, I do not. I walk along the track.

Q (*By Mr. Hobart.*) You are a member of the Board of Trade?

A No, I am not a member of the Board of Trade.

CHARLES AGNEW, sworn on behalf of switch owners.

*Direct examination* by Mr. Gourley.

Q Mr. Agnew, you are president of the John Agnew Company?

A Yes, sir.

Q And you have been in business and your father for a great many years, I think?

A Nearly fifty.

Q You occupy what places in Paterson?

A Our coal yard—

*Mr. Gourley.* It is marked No. 11.

*Mr. Minard.* There are three.

*Witness.* We have one yard at Slater street; a switch running from the Erie tracks up Green street, crossing the D., L. & W. tracks.

*Mr. Minard.* Suppose Mr. Gourley points that out on the map.

*Witness.* Coming from the Erie tracks up Green street to our yard and runs down through the yard to Slater street. Then we have one north of Hamilton avenue.

*Commissioner Donges.* Crossing Godwin street?

*Witness.* Crossing Tyler street down to Governor street. I think there is in the neighborhood there of—I should say nine hundred feet of track all told.

Q (*By Mr. Gourley.*) In the coal yard?

A In the coal yard, what we call the Ann street yard.

Q From Hamilton avenue down?

A From Hamilton avenue north. Here (indicating.) We have a switch running about one thousand feet down here.

*Commissioner Donges.* Prince street?

*Witness.* Prince street. That (indicating) is what we call the Slater yard; parallel to Prince

street. Not in the street; it is in our yard, right in the center of the yard.

*Commissioner Donges.* They are all coal switches?

*Witness.* Yes, sir.

Q This Prince street is for what purpose?

A Handling mason materials.

Q Hamilton avenue is for coal, I think?

A Yes, sir.

Q This immediately adjoins the property of the Erie Railroad?

A Yes.

Q Prince street is some distance off?

A Yes, we are a block from the Erie Railroad tracks.

Q Where does this switch that supplies your Prince street property connect with the Erie Railroad?

A Just north of Cedar street.

Q Would that interfere with you in the operation of the Prince street property if that switching privilege was destroyed, taken away?

A Yes; deprive us of that switch altogether?

Q Yes; what is your reason for that particular place? Not Hamilton avenue, just Prince street?

A If you took the switch away?

Q Yes. Would it embarrass you in the cost of materials?

A Now, you see we run cars right into the storehouse and unload material, everything from them, like stone and brick, that kind of stuff, into the warehouse. That would necessitate hauling from the railroad.

Q That would seriously add to your overhead cost?

A Yes. It would make the difference on the margin. Those things are handled close; it would cost fifty cents per ton.

Q In handling?
A Handling.
Q Extra handling?
A Yes.
Q Take the yard adjoining the railroad; that is entirely used for coal?
A Yes.
Q The Hamilton avenue yard?
A Yes.
Q In depression or elevation of the tracks—there is no doubt depression would seriously interfere?
A If they depressed the tracks it would kill our place altogether.
Q If they elevated?
A On elevation it would depend entirely on what plan they made, whether we could connect with it or not.
Q In other words, if a plan was made that permitted you to dump your cars on a trestle it wouldn't seriously interfere with you?
A No; if we could connect with the main track after elevation, such kind of elevation.
Q What way could that be done? Is there any way without interfering with you?
A Yes; if they elevate beyond a certain height it is almost useless; if it were too high we couldn't connect.
Q What about your other property still north of Hamilton avenue; what do you use that for?
A At the present time it isn't used at all.
Q It immediately adjoins the railroad track?
A Yes, immediately abutting on the main tracks. I forgot about that switch. My brother and I own it.
Q Have both Fulton street and Hamilton avenue property, or not, additional value because of abutting on the property of the Erie Railroad?
A Yes.
Q They are worth more money?

A Yes. Without the tracks there they wouldn't be worth—it is hard to tell—merely nominal.

Q Any plan that would seriously interfere with that would depreciate the value of your property?

A Yes; anything that removes our rights, or in the elevation of the track that causes a large amount of money to develop our property to meet that.

Q Have you made a contract with the Erie?

A I suppose we have. That yard has been a yard for nearly fifty years and I really have forgotten it. I suppose there is an old arrangement, we have some contract somewhere?

Q You feel as though you were actually running the railroad itself.

A We kind of work together as agreeably as we can along those lines.

Q Will you look for the agreement if you have it?

A Yes, I will.

*Cross examination* by Mr. Merrey.

Q Your Prince street property is connected by a switch which runs through Green street?

A Yes.

Q That is at grade at Green street?

A Yes.

Q Also crosses Railroad avenue at grade?

A Yes. That is at grade all through, all the way through.

Q Do you own that switch or does the Erie Railroad?

A That switch is ours.

Q For how many years were you given permission to keep that switch in the street?

A There was no definite period; we were given the right to lay the switch.

Q You are not organized as a railroad company?

A No, sir.

Q You don't know whether any change of plan would necessitate the removal of that or not?

A If it was either depressed or elevated it would necessitate the removal of that switch. It would leave it useless to keep. They couldn't, of course, elevate through the street, nor they couldn't depress through the street.

Q If they do elevate through the street it would be useful to you?

A No. In that class of material we couldn't handle it elevated. They would have to elevate through the yard or we couldn't handle that class of material.

Q You haven't any copy of the order of the Board of Aldermen giving you the right to maintain your tracks through the street?

A Pardon me?

Q Have you any order of the Board of Aldermen to maintain that switch through the street?

A No, we haven't any order, but we got permission from the Board of Aldermen to place the switch there.

Q You don't know whether it was limited or not?

A It wasn't limited.

Q You haven't a copy of the paper to show what it was?

A No. The permission was put in a general way, without time, giving us the right to put the switch there.

Q How long ago was it given to you?

A I should say twenty years ago. Our switch is parallel to the D., L. & W. tracks. We own half the block and the D., L. & W. owns the other half. Their freight yard adjoins our yard.

Q You could get service over the D., L. & W. at that point?

A Not service from this switch.

Q If you hadn't any connection you could get service from the Delaware, Lackawana & Western?

A No; no more than we could from the Erie; go to their yard and cart it.

Q Is there a siding there you could use for conveying material?

A No, sir; not without carting. We would have to cart the material from the D., L. & W. yard.

Q What material do you stock in that yard?

A Lime, cement, lath, loose stone, brick, all kinds of drain pipe.

Q Have you a large storage capacity?

A Yes; we have a yard I suppose, I think, eighteen city lots.

Q It is practical to stock all your wagons direct from the cars?

A No, sir. We have got to keep a large amount of material in stock.

Q You don't know whether elevation of the tracks would injure your Ann street yard or not, or your Hamilton street yard?

A Yes; it begins at Hamilton avenue and ends at Governor street.

Q That includes three switches?

A Three switches in the yard; two frogs from the main tracks.

Q You have an extension to some other property you and your brother own?

A Yes; running about two hundred feet from the main track.

Q That runs separately?

A That is north of Governor on Fulton street.

*Mr. Merrey.* Will you file an answer for Mr. Agnew and his brother?

*Mr. Gourley.* I will do it if you want.

*Mr. Merrey.* John P.

*Witness.* Yes.

Q Do you know whether this property on Hamilton avenue or Ann street would be injured by elevation of the tracks?

A I couldn't say that until I see the plan.

Q You already have a trestle and pockets?
A We have a trestle; no pockets.
Q You receive coal from the bottom of the cars, it drops into heaps and you shovel it on the wagon?
A Yes; from a trestle.
Q The height of that trestle at that point isn't sufficient to allow you to use pockets?
A Yes; we could use them.
Q It is not convenient for you?
A Yes, we could use them.
Q If you had twelve or fourteen feet more you could use it more conveniently?
A No; that would be too high to drop the coal; anthracite coal.
Q Break the coal?
A Yes, injure the coal.
Q Are you familiar with the pockets of the Delaware, Lackawanna & Western shed?
A Yes.
Q It is a great deal higher than yours with twelve feet added?
A No.
Q Do you know how high it is?
A No.
Q Do you know what the drop is?
A They have it ten feet from the ground before the pocket comes.
Q So you can load it from the pockets into wagons?
A Yes, sir.
Q You could do that?
A We could but don't. We dump it on the ground and we gain that much storage room.
Q That makes your system of loading more expensive?
A No, I think not; the way we have it arranged it doesn't. We have a conveyer underneath the coal to load it into wagons.

Q You think that it is not more expensive than pockets?

A Pockets are very expensive.

Q You use power to operate the conveyer?

A Yes.

Q What power.

A Steam power.

Q That is more expensive than the gravity system where the coal runs out by its own weight from the pockets into the wagons.

A There is an off-set; the additional cost of the pockets and the maintenance, upkeep, is very costly.

Q (*By Mr. Gourley.*) I forgot to ask Mr. Agnew the number of cars in and out per month or year?

A I should say about 3,000.

A. A. BEEKMAN, sworn on behalf of switch owners.

*Direct examination* by Mr. Gourley.

Q You represent Morris & Company?

A I do.

Q Who are they?

A A Chicago beef concern, the so-called beef trust.

Q You are in charge of the Paterson branch?

A I am the local manager of that concern.

Q Your place of business in Paterson is where?

A Market street, the Erie depot, north side.

Q What kind of a building have you there?

A We are in an old brick building.

Q How long have you been there?

A We have been there twenty-seven years, going on twenty-seven.

Q How do you get your supplies?

A On the Erie Railroad, on our switch.

Q Through box cars?

A In refrigerator cars.

Q Have you a siding there?

A Yes.

Q Is it on the property close to the building?

A Yes; it makes what we call a big switch; they come in and back up to the street on account of not crossing the street.

Q How near is the switch to the building?

A Possibly ten feet.

Q Ten feet from the building?

A Yes; I couldn't say exactly.

Q How many cars can you store there at a time?

A Three.

Q How many cars a month do you use coming and going?

A We received about nine—eight to ten cars a week.

Q Do you send any cars out?

A About once a week we load a car and ship it up the road.

Q What value is that to you in handling your business?

A It is the only way we could do it. We have a bar that we let down from our box that runs into the car. It comes in refrigerator cars and we have a little vestibule running the length from the box into the car. We put that up and run this beef in that way on the switch.

Q What relation to operating your business would depressing the tracks or elevating them have upon you?

A Well, depressing them would put us out of business. We would have to move to some other place.

*Commissioner Donges.* Why?

*Witness.* Because there is no way we could get our meat from the track to our place. If it was depressed I don't think we could get a switch. Our building is about thirty-five or forty feet from the main line and there wouldn't be room to put a retaining wall and still get the service in.

Q And elevating would affect you how?

A There is an arrangement comes for dropping—like an elevator. If it was elevated we could get an arrangement to do it. It is slow and more inconvenient. I have never seen one used; it works like an elevator.

Q That would add to the cost of the work?

A Yes; it would cost considerable.

Q A great deal more than at the present time?

A A great deal more. It would take a great deal longer to elevate with that service.

Q Are you interested in the Paterson Beef Company?

A We have that. It is Morris & Company; we closed it up. At the present time we are doing all the business from the Market street plant.

Q Morris & Company doesn't own the property?

A Morris & Company owns the building and rents the ground from the Erie Railroad.

Q The building and property is Morris & Company's?

A The building and all the equipment is Morris & Company's.

*Commissioner Donges.* The land is land owned by the Erie Railroad?

*Witness.* Is leased from the Erie Railroad.

Q Have you a copy of the lease?

A No, sir, I have not.

Q Where is that lease?

A I presume it is in Chicago, but I couldn't say.

Q Can you get it for us?

A It is sort of a perpetual lease; I couldn't tell you about it; while at the time you were talking about it—

Q This Paterson Beef Company is situated where?

A Ellison street.

Q How far back from where you are?

A One block back. The same switch leads from the main line to ours runs through to the Paterson Beef Company?

Q How does that add to their facilities in handling that material?

A That is, having the switch there?

Q Yes.

A The beef house; it is next to impossible for a beef house to run a business without tracking facilities. There is some places that cart it. You take it out in the air and keep it a few minutes and it takes the bloom off the meat. It is impossible for those people to compete with those having facilities for unloading it.

Q I suppose depression of the tracks is out of the question as far as the Paterson Beef Company is concerned?

A There is no method of getting it up.

Q How about elevating the tracks?

A That applies the same over there as it does in our other plant.

Q In other words, run a trestle over to this property?

A Yes.

Q On the same level the Erie tracks are elevated?

A Yes.

Q And take it over to the Paterson Beef Company?

A That is the only way I understand you can get a switch in there.

Q That is the only way you can see from the point of an operating man?

A Yes.

Q How far is that; how many feet?

A Three hundred or four hundred feet; that is a long block.

*Cross examination* by Mr. Merrey.

Q You say that the building is owned by Morris & Company or Nelson Morris?

A Which building?

Q Where you operate.

A Market street?

Q Yes.

A Market street is an old round house which the Erie people had and we rebuilt everything inside and built an entirely new loading platform and storage room on the west side.

Q Did I understand you to say Morris & Company owned the building and equipment?

A Morris & Company own Market street?

Q The Paterson Beef Company?

A The Paterson Beef Company, Morris & Company own.

Q Not the one on Market street?

A They don't own the shell on Market street, everything else but that.

Q That building isn't occupied entirely by Morris & Company?

A The Erie has a store room upstairs in the rear.

Q How many stories do you occupy?

A It is one and a half stories, you might say. It is the first story and ice on the upper story.

Q That is, all in front upstairs is ice?

A Yes.

Q The land where the Paterson Beef Company is is land of the railroad company?

A Yes.

Q You don't know whether the Erie Railroad or the Paterson & Ramapo Railroad Company?

A That I couldn't say. I couldn't swear it was owned by the Erie Railroad Company, because it is an offset on the land they own. The Paterson Beef Company sets in a little.

Q The Paterson Beef Company's interest in that land is subject to this lease?

A All the Erie Railroad Company owns is the shell, just the brick walls. The installation is put there by Morris & Company.

Q You had a fire there a year ago?

A No, sir; this last summer.

Q Did Morris & Company collect any insurance on the building?

A On the building?

Q Yes.

A No, sir; not on the outside, framework. They did on the fixtures, such things as that.

Q Do you count the fittings inside as fixtures on part of the building?

A That is built as part of the building.

Q The Erie collected on that?

A No, Morris & Company collected on that, too.

Q (*By Mr. Gourley.*) When you spoke of the lease of Morris & Company it is the lease of the Paterson Beef Company?

A Morris & Company owns both of those.

Q (*By Mr. Merrey.*) This was the Paterson Beef Company. Is that an independent company?

A The Paterson Beef Company is a concern that used to handle Hammond beef from Hammond, Indiana. Then they were bought out by the National. When the Government compelled the National to dissolve it fell to Morris & Company's share to take over the Paterson Beef Company.

R. J. STELL, sworn on behalf of switch owners.

*Direct examination* by Mr. Gourley.

Q You represent P. S. Van Kirk Company?

A I do.

Q The Diamond Coal Company?

A The Diamond Coal Company and the Olive Oil Soap Company.

*Mr. Merrey.* I would ask you, Mr. Gourley, to file an answer for these two.

*Mr. Gourley.* I think they are in the answer of the Van Kirk Company.

*Witness.* They are in the same answer.

*Mr. Merrey.* That switch is through to the Diamond Coal Company?

*Witness.* No, to our people.

Q What is P. S. Van Kirk Company?

A General contractors and lumber.

Q Where is their place of business?

A Fulton street, Summer street, Lawrence and Erie Railroad.

Q Where is the Diamond Coal Company?

A At Fulton street and Erie Railroad.

Q Who owns that company?

A The land or the company?

Q The land.

A P. S. Van Kirk.

Q And the Olive Oil Soap Company?

A P. S. Van Kirk.

Q Does this land abutt on the property of the railroad, adjoin the Erie Railroad?

A Yes.

Q How far does your property abutt the Erie Railroad, how many feet?

A Approximately, I should say, two hundred feet. I am not certain of those figures.

Q How do you get your supplies?

A By the Erie Railroad.

Q By a switch?
A By a switch.
Q The switch of the Erie Railroad Company is direct to your property?
A Yes.
Q There is no street between?
A It crosses Lawrence street to get there.
Q I mean where your property adjoins?
A No.
Q How many cars do you receive?
A About three hundred cars of lumber a year.
Q What about the Diamond Coal Company?
A Five hundred cars a year or six hundred.
Q What about the Olive Oil Soap Company?
A Five hundred cars a year.
Q They are tenants?
A The Olive Oil Coap Company get their cars on the Van Kirk switch?
Q They are tenants on the Van Kirk land?
A Yes.
Q The Diamond Coal Company, I suppose, is a coal yard?
A Yes.
Q Is Mr. Van Kirk interested in that?
A He is.
Q Interested in the Olive Oil Soap Company?
A He is.
Q Their yard runs to the Olive Oil Soap Company's?
A That simply is an unloading platform on the Van Kirk switch.
Q How many switches have you?
A Two; one for the Diamond Coal Company and one for Van Kirk.
Q How long is that?
A The Van Kirk is approximately 240 feet—I haven't gone over these figures at all.

*Mr. Minard.* We have a copy of the Van Kirk agreement that gives the exact length.

*Mr. Gourley.* That will do.

Q How would you get your material in your place if there was no switch there?

A It would necessitate carting from the public yard.

Q Where is the yard now?

A Market street or right back of the passenger depot—Market street.

Q How far from your place?

A I should say between half and three-quarters of a mile.

Q Would that seriously affect you in carrying on your business?

A Yes, it would.

Q Add to the cost of your products?

A Cost of handling.

Q I suppose you haven't figured how much?

A In the neighborhood of one dollar a thousand on lumber; add one dollar a thousand on the lumber straight through.

Q For hauling?

A Yes.

Q Is there any defined margin in the selling price of lumber that a lumber man regards as safe?

A Not that I know of.

Q No decided percentage in sales margin recognized in the trade?

A No.

Q That would be a serious impairment of your present prices?

A It would.

Q About depression or elevation of the railroad there so as to affect your property, what have you to say about that?

A Inasmuch as the road is somewhat elevated at our switch, depressing from there would be entirely out of the question, from our point of view.

Q What about elevating?

A Elevating would hinder us to a great extent in our yard.

Q Would elevating the tracks or depressing them affect, as far as you know, the value of your property as land?

A It all depends upon how much you elevate them.

Q If you elevated them enough to add to the cost of your material?

A You couldn't do that.

Q In other words, you think if the cost of the structure was added to that you would have the same facilities for handling material afterward?

A We would, yes.

Q The cost would only be the cost of the original adaptation to this plan?

A That is all, in our case that is all, putting in the structure.

Q Does that apply to the Olive Oil and coal company?

A That applies to those, all of them.

Q How would it be with the lumber company?

A That is the one you are asking me about?

Q Yes; elevating that structure in that way, how would you get the coal down?

A Most of our lumber is unloaded at the cars from a derrick, necessitating a hoisting derrick. Unloading from box cars it would hinder us to some extent, because we would have to shoot the lumber down in piles. It wouldn't materially hurt us. Depression would put our yard out of business; we would have to move somewhere else.

Q Your building is up to the street line?

A Yes.

Q Up to the street line?

A Yes.

Q Elevating the track would interfere with you?

A It would not, going in front.

Q Elevating near your building would interfere with your light and air?

A I can't see as it would, Mr. Gourley.

*Cross examination* by Mr. Merrey.

Q Fulton street runs under the railroad right at your place?

A Yes.

Q There is quite an elevation from the railroad up to the Van Kirk yard; there is quite a climb to get up to the yard?

A It is about on a level now. You mean from the main tracks into your switch?

Q No; from where Fulton street goes under the railroad up to the entrance of your railroad yard.

A There is a slight grade from the Erie Railroad.

Q The Diamond Coal Company lies between the lumber yard and the railroad?

A Yes.

Q The switch going to the lumber yard goes over the coal company's property?

A No; back of the coal company's property. The entire block, whether coal company or soap company, the land is owned by Mr. Van Kirk; the coal company, soap and lumber company lease the land from Mr. Van Kirk.

Q The lumber company leases the land?

A Mr. Van Kirk owns the land, yes.

Q Has he owned it long?

A It must be twenty years. It was owned formerly by Mrs. Hope.

Q Do you know about that?

A He owns the land.

Q He owned it for twenty years?

A No; I am mistaken. It is ten years exactly, because we have just wiped the mortgage out on it.

Q You are not sure of that?

A Quite positive. The company has been there for twenty years.

Q You know when they made the agreement with the railroad company?

A I can't say as to the date.

Q That is about five or six years ago?

A I couldn't say without seeing the agreement.

Q You don't sell lumber, do you?

A Yes; lots of it.

Q Most of it is used in contracts for buildings?

A We sell most of it used in the building part.

Q In your building, don't you have much lumber delivered at the point?

A I haven't taken those cars into consideration when I said three hundred cars a year.

ELMER E. HASSAN, sworn on behalf of switch owners.

*Direct examination* by Mr. Gourley.

Q You are president of the Herman Company?

A Yes.

Q Where is your place of business in Paterson?

A Ellison street and the Erie Railroad.

Q What kind of a building do you occupy?

A On one side of the street a three-story brick building, on the opposite side a two-story concrete building.

Q Are both of these properties built close to the line of the Erie Railroad?

A Yes, near the line of the Erie Railroad?

Q What space is there between your northerly building, built on the northerly side of Ellison street and the Erie Railroad line?

A About half the distance from the side track.

Q Half the distance from the switch?

A The switch, of the side track, about half the distance.

Q Is the switch on your property and the Erie Railroad Company's?

A Half on our property and half on the Erie Railroad's property.

Q How long is the switch?

A I should say one hundred and thirty or one hundred and forty feet.

Q What do you get in over that switch?

A Merchandise, groceries.

Q What quantity, how many cars a month?

A I should imagine we get in between three hundred and four hundred cars a year. Probably more; it varies.

Q And going out, do you do any shipping that way?

A Very seldom ship anything. Not over a dozen cars a year.

Q What class of goods do you get in that way?

A A full line of groceries; canned goods.

Q How do you get them in from the car to your house?

A From a platform that connects our unloading doors and the door of the freight car.

Q On a level with the door of the car?

A Yes.

Q Room for a vehicle to go in and out?

A Hand trucks, yes, sir.

Q What difference would it make if there was elevation or depression of the tracks there?

A Quite considerable.

Q How?

A Necessitate putting in, if you elevated the tracks, we would have to change our inside arrangement and put unloading facilities to deposit goods on the various floors where they are stored. If you lowered the track we would have to put in additional elevator service to get the merchandise to the convenient floors. In other words, we would have to carry the elevators as high as the next story to do that.

Q And unload from the next story?

A If the tracks are elevated.
Q How high is that?
A I should say, about sixteen feet.
Q Have you a lease from the Erie?
A I think we have.
Q You haven't it with you?
A I have not.

*Mr. Gourley.* Have you a copy of that lease?
*Mr. Minard.* I haven't located that.
*Witness.* I have diligently tried to locate these leases.

Q This building on the northerly side of the street is built up on the line of the property?
A Yes, sir.
Q Suppose the Erie Railroad elevated across this street at right angles, would that interfere with the light and air of your first story?
A Very seriously.
*Mr. Merrey.* No questions.

*By Mr. Hobart.*
Q Suppose the tracks were elevated to the line of the railroad property, what would you have to do then in order to connect up?
A Go out of business, or else move.
Q Or else change your tracks to correspond?
A Or build along the line of the D., L. & W.
Q (*By Mr. Minard.*) Your concern is a wholesale grocery house?
A Yes, sir.

*Cross examination* by Mr. Merrey.
Q What did you say would cause you to go out of business?
A If the tracks were left at the line of the property owned by the Erie Railroad.
Q Where is that line?
A Half the distance from the side track, from the westerly wall of our building.

Q In answer to Mr. Gourley you said elevation would only require your changing your elevating facilities?

A I referred not to the elevation of the railroad proper; the side track is half on the Erie Railroad and half on our property. If it were extended to the line of our property that would necessitate putting our half of the side track out of commission.

Q Couldn't you build that up to the same extent that was elevated?

A I don't know that we could.

Q Why not?

A Pardon me. I am a wholesale grocer, not a builder or engineer. I can't answer that question. I can say we wouldn't do anything with our half of the side track.

Q That is all you mean. You couldn't operate unless you elevated your grade as well?

A Not half the side track.

Q If any was elevated you would have to elevate your side track?

A Yes.

Q As long as that was done you wouldn't go out of business?

A I am not prepared to say, because it would add materially to the cost of handling the goods.

Q How tall are your buildings?

A Three stories.

Q If you should load into the second story, it would cost more than the first?

A Yes. Increased labor.

Q When you load now you have to bring the stuff to the second and third story?

A Not altogether. If you will permit, I will make a suggestion. If we put the loading or unloading facilities on the second floor, we must take part of our storage space away to provide for unloading facilities, whether it is an elevator or whatever device is used

for distribution or handling the merchandise from one floor to the other. Consequently we lose certain valuable storage space which we figure out in square feet. You take a car of goods that goes into a certain section of our warehouse and occupies so much space, and it costs us so much. Whether we figure one month or one year or a day or a week, it costs so much to put it there. If we take away from our valuable storage room for unloading it must necessarily cost more money.

Q What you lose on the second floor wouldn't be gained on the first?

A What will we do with our cellar?

Q Use the cellar as you are doing now. If you had to change your loading from the first floor to the second floor you gain in the first floor what you lose in the second for storage space?

A Not necessarily.

Q You might.

A For instance, we have got to put that additional loading device in there, which means extending it from the second floor to the third floor and from the second floor to the first floor and then the basement.

Q You already have a device for carrying your stuff from the first floor to the second floor and third floor?

A We have, which is one elevator.

Q All that is stored on the second floor at the present time must first come into the first floor and be elevated and then taken out; and then to take it out you have got to take it to the first floor and deliver it to your customers?

A Yes, but—

Q If you unloaded that stuff on the second floor you would only have one operation, taking it down and out; isn't that true?

A We have to distribute it to the various storage places.

Q So the thing is as broad as it is long?

A No, I don't quite agree with you.

*By Mr. Minard.*

Q The fact is, the ground floor of a storage warehouse is used for heavy material like salt, and those things that are very heavy and bulky; you use the ground floor?

A No.

Q Where do you put them?

A Cellar. We use a large portion of our first—that is the storage portion of our first floor, for the putting out of orders. We must collect those goods in order to ship them and deliver them to the various clients of the concern. I might further explain we have on our present unloading facilities the heavy articles are deposited from a chute from the car door.

Q Where you would have to handle those with an elevator, now you chute them in?

A Yes, sir.

Q Could you chute them in the second story?

A No; not very well; not without putting in a very expensive device.

Q What has been said of elevation of the crossing, applies with a little more force to depression. There you would have to excavate yourself to get a track; if an excavation was made at the Erie property line in case of depression?

A Yes.

Q In order to substitute for that situation, only a more expensive situation, in front?

A Yes; it would probably mean the abandonment of the building for our purpose. I am not sure our foundations are built to stand additional excavation underneath to connect.

*By Mr. Merrey.*

Q That could be reinforced for that purpose?

A Possibly that might. I can't answer that question.

Q (*By Mr. Gourley.*) That could be torn down and built again?

A Yes; we could tear down the building and rebuild.

JAMES WILSON, Jr., sworn on behalf of siding owners.

*Direct examination* by Mr. Gourley.

Q You are a member of James Wilson & Sons, corporation?

A Yes, sir.

Q Your business in the City of Paterson is that of coal merchant?

A Yes, sir.

Q Your place of business is where?

A Railroad avenue and Slater street, eastward to Dale avenue.

Q You are across the street from the Erie property?

A Yes, sir.

Q Railroad avenue is between your property and it?

A Yes.

Q How do you supply your coal yard with coal?

A Our pockets run parallel to the Erie tracks and we operate a conveyer by means of a bridge crossing the street.

Q Do you say conveyer or purveyer?

A Conveyer.

Q What size is that?

A It is capable of handling one hundred tons car an hour, about.

Q On the outside it is apparently a frame with wood and runs upward some distance?

A Yes.

Q How high above the level of the Erie tracks?

A About forty-five feet.

Q Straight up?

A Yes.

Q And then runs straight over to your property?

A Yes, sir.

Q It is a continuous winding arrangement?

A Not exactly. It is rather complicated. The coal is unloaded at the side of the public yard, the westerly-most track; what is known by the Erie people as No. 5 track. On the track is the derrick hopper. Through this hopper the coal is dumped and carried by means of a conveyer up and across the street and deposited in the predetermined coal bin on the opposite side of the street.

*Commissioner Donges.* There is no switch between Railroad avenue and Dale street and between Slater and Grand street?

*Witness.* No.

*Commissioner Donges.* That is where your yard is located?

*Witness.* Yes.

*Commissioner Donges.* There is no switch running into your property?

*Witness.* There is none.

Q How would elevation or depression of the tracks affect your present situation?

A If by elevating the tracks you involve the abandonment of the present public yard through which we are switching, I would say track elevation would absolutely preclude the use of our plant.

Q Depression, I suppose—

A Depression would have very much the same effect.

Q Of course, if the yard was maintained there, and only the two main tracks elevated, that wouldn't make any change?

A That would not seriously hamper us; I don't think, at all.

Q Your objection is only in case the whole yard is elevated?

A Yes.

Q If the whole yard were elevated how would that embarrass you; wouldn't it only be the additional hauling of the coal up?

A I can't conceive of an elevated freight yard being the slightest use to the neighborhood.

Q There wouldn't be any use getting into the yard?

A Yes.

Q Assuming it could be done, as far as your conveyer is concerned?

A If they simply raised two or three tracks, we would raise our machinery entirely.

Q It is only in the view that they wouldn't raise that great wide yard, there wouldn't be any occasion for the yard?

A I can't see any occasion for raising the yard. What use would a great yard up in the air be to the public?

*Commissioner Donges.* It wouldn't affect your operation?

*Witness.* No, it would not.

Q You can't see how they could have a yard under such circumstances?

A Not unless the engineers could elevate the right of way, the main tracks, east and westbound tracks, and leave the present switch service at grade. If that were practical it seems to me everybody's interests would be conserved. The community, because high speed trains would be running on an elevation, not at grade crossing. Switch service can be done at night or at lower speed or with a greater degree of caution, and thus safely. I am not an engineer; it seems to me if some such plan were devised the interests of both the community and the railroad company and the switch owners would be conserved.

Q How much money does your conveyer represent?

A I suppose I have invested in the plant about $60,000.

Q And the coal chutes?

A The pockets and equipment.

Q That, of course, would be useless without the conveyer?

A Perfectly useless. It wouldn't be useful in any other purpose whatsoever.

Q And the yard itself, independent of the overhead structure, the yard itself without the connection with the railroad, would that fact increase or decrease the value of your land?

A It would very seriously decrease it.

*Mr. Merrey.* No questions.

*By Mr. Hobart.*

Q You are a member of the Board of Trade?

A I am.

Q You voted in favor of this proposition some time ago to elevate the tracks?

A No, I did not.

*Commissioner Daniels.* Was there a vote, a formal vote, by the Board of Trade?

*Witness.* I don't recall. There was more or less agitation some years ago; I don't know as it ever came to a formal vote.

Q As far as you know no formal action was taken by the Board of Trade?

A I believe not.

JACOB MEYER, sworn on behalf of siding owners.

*Direct examination* by Mr. Gourley.

Q What firm do you represent?

A Meyer & DeVogel.

Q Your place of business is on what street?

A Corner of Franklin and Summer street and the railroad.

Q How much property have you there?

A We have sixty-five feet on Franklin street, one hundred feet on Summer street and one hundred feet on the railroad. The other building don't come in, on Spring street. It comes in at a point; that is about twenty-three feet on the other end and sixty-five feet at one end.

Q What business are you engaged in?

A In the feed business.

Q How long have you been engaged in that business?

A We have been in business at least twenty-four years next May, but I lived there about twenty years.

Q Why did you buy the land there?

A We bought it so we could put in an elevator to raise my grain.

Q Was it because of the railroad facilities?

A On the railroad to unload our cars directly into the building.

Q Does your property abut on the railroad?

A Yes.

Q No streets between you?

A No, sir; there are two switches there.

*Mr. Gourley.* Just point it out to the commission on the photograph.

(Witness complies.)

*Commissioner Donges.* You are now referring to a photograph marked "Paterson, N. J., Lafayette Street, No. 7, 19 feet, S. W. 11-13," are you?

*Witness.* Here is the building.

*Commissioner Donges.* That is the one you refer to?

*Witness.* That is the one.

Q Describe that?

A This is the main railroad and there is the switch laid there before we come. They put in another switch for us, to accommodate us alone.

Q Is that in writing, your agreement or lease?

A Yes, sir.

Q You haven't that with you?

A No, sir.

*Commissioner Donges.* That agreement will be put in later?

*Mr. Gourley.* I presume you people had a copy.

*Witness.* The switch passes around here (indicating). Here it is inside and only runs as far as Franklin street; comes in from back here to our place.

*Commissioner Donges.* Back here; where is that?

*Witness.* North end.

*Commissioner Donges.* From what street?

*Witness.* From Keen street, but don't touch Keen street.

Q What material is that building?

A Brick.

Q How much money have you invested there?

A That building cost $13,000. I put in $2,700 in machinery besides.

Q You adapted it to its present situation?

A Yes.

Q Could you use that property for that purpose if the tracks were depressed?

A We could never use it.

Q What objection have you to elevating the tracks?

A Our objection is it would throw the building out of shape and cost quite a lot of money to put it in condition.

Q Suppose it was raised and they break through at the second story?

A You couldn't cut in the second story. If the Erie brings the switch to that position then it could be done.

Q What about your walls?

A My walls would have to be broken out on the railroad.

Q Are your walls thick enough above, on the second story?

A Yes.

Q You think you could do that?

A Yes.

Q The line of your wall is how close to the Erie Railroad?

A About fourteen inches, a little over a foot, I guess.

Q How thick are your walls on the first story?

A Twenty-four inches, the bottom floor.

Q And above, how thick is your wall?

A It runs to a two-brick on the top.

Q How many?

A Twelve inches.

Q On the second story?

A Yes, the most it is eighteen inches on the side.

Q Would that in any way impair the strength of the wall, in case you cut in the wall a place large enough to permit the handling of material?

A I guess it would.

Q Would you say it was the thing to do?

A I don't think so, because the floor would have to be altered to get my supplies in shape to unload in my car.

Q Have you any knowledge of what it would cost, independent of the insecurity of the building, what it would cost to adapt your building to that purpose, if it can be done?

A A good $3,000 or $4,000.

Q What do you use your first storage for in such cases?

A We have to elevate our stuff from down below, up? Understand we have the first floor level with the car, the floor of the car. We run our oats out of the car into a bin and that elevates it up above, way up on

the top and it is dropped down on the scales, from the scales it is dropped in the granery.

Q Where are the scales?

A The top. The granery is on the second floor. Then it is dropped from the second floor to the cellar and then from the cellar an elevator takes it to the top. Then an elevator at the top takes it to each bin wherever we need it. Then it takes the oats out afterward. Those bins hold eighteen hundred bushels, some hold twelve hundred.

Q That would all have to be changed?

A The bins would have to be changed. We would have to fix it so the oats go to the cellar and work it up.

*Commissioner Donges.* You do that anyway?

*Witness.* We do that from the bottom floor.

*Mr. Merrey.* No questions.

WILLIAM KEARNS, sworn on behalf of siding owners.

*Direct examination* by Mr. Gourley.

Q You are a member of the National Silk Dyeing Company?

A Yes, sir.

Q I believe that company has some property along the line of the railroad for the purpose of supplying itself coal, what street is your property at?

A Wait street on the east, East Seventh on the west, Bleecker on the north and Woods on the south.

Q Wait street is between your property and the railroad?

A Yes, sir.

Q Why did you buy your property where you did?

A On account of the company's facilities with our coal.

Q Or in consequence of the nearness of the railroad?

A Yes.

Q You have an office across the street?

A Yes.

Q I assume the depression of the tracks would be a serious embarrassment to you?

A It would be useless.

Q But elevating the tracks; you have been in the coal business; how would that affect you?

A That would improve our facilities in regard to the pockets and storage.

Q In other words, it wouldn't do you any harm at all?

A Other than the expense.

Q If somebody did it for you?

A We are contemplating putting a store room in there. That was on the grade; that means instead of one story it would be two stories; you would have to elevate to load the wagons, which means an increase in regard to the cost.

Q If you had an overhead structure there, would that, other than the cost of erecting it, would the handling of coal be any more expensive?

A It would be less.

Q It would improve things?

A Yes; you would get more storage.

Q That would depend on your right to construct an elevated structure across the street?

A Yes.

Q And being subject to indictment or subject to prosecution by the Board of Aldermen and other things?

A Yes.

*Mr. Merrey.* I have no questions.

WILLIAM ELLIOTT, JR., sworn on behalf of siding owners.

*Direct examination* by Mr. Gourley.

Q You are a member of Leslie Elliott & Company?
A Yes.
Q You are at what street?
A East railroad and Sixth avenue.

*Mr. Gourley.* Leslie Elliott is probably not affected.

*Mr. Minard.* They are not in the sphere between Madison avenue and Straight street.

*Mr. Gourley.* No, beyond Madison avenue. The witness is here in answer to a formal notice.

Q What is the character of your business?
A Boiler business.
Q In the boiler machinery business you have invested considerable money?
A Yes.
Q How long have you been there?
A Eight years.
Q How many people do you employ?
A Fifty.
Q A switch runs across the street and connects you with the railroad?
A Yes.
Q How many cars a month do you get in?
A Five or six.
Q And send out how many?
A I guess four or five.
Q Had the fact of the closeness of the railroad anything to do with your purchase of the property?
A If we couldn't have a switch around there we wouldn't have bought the property.
Q Have you a lease with the Erie Railroad for your switch?
A Part of the ground, most all the ground, two-thirds, it runs on land we own. I guess one-third of

it is on Erie property itself. We pay for everything we can.

Q Of course, depression of the tracks would be a very serious evil?

A Yes.

Q What about elevation?

A The same thing.

Q Any disturbance about the present conditions would affect you?

A Just the same.

Q Add to the cost of handling your material and all that?

A That is it.

Q Would it affect your property for present purposes?

A Yes. I don't suppose the property would be good for what we are using it for.

*Cross examination* by Mr. Merrey.

Q How long have you been in business?

A Eight years.

Q How long have you had the switch?

A Two years. I guess the switch we have had going on two years, a year and a half.

Q Didn't you petition the Board of Public Utility Commissioners to put that switch across the street?

A Yes, about a year and a half ago.

Q Isn't the railroad a little lower than your ground at that point?

A I suppose the grade of the street there might be eighteen inches.

Q More than that, isn't it?

A I don't think so.

Q An elevation of six or seven feet would be the same to you, an elevation of the railroad?

A It would be impracticable; you couldn't go across the trolley tracks if that were the elevation. They would have to have the same amount of grade to run the cars.

Q They run now on two or three feet.

A Not on the level.

Q The switch is on the level.

A It drops in 150 feet, maybe eight or ten inches.

Q More than that?

A No. You have in mind, right along the railroad there is quite a bank of dirt. We dug through that bank of dirt that was piled up from years of cleaning the railroad and throwing rubbish and old stores; we dug through that. If it is eight or ten inches, that is the most of it is in the whole length.

ROBERT H. SMITH, sworn on behalf of switch owners.

*Direct examination* by Mr. Gourley.

Q You are a member of the firm of Samuel Smith & Sons?

A No, I am employed by the firm.

Q Was Samuel Smith your father or grandfather?

A My grandfather.

Q Your place of business is on the westerly side of Railroad avenue and there is a switch connecting your property with the property of the Erie Railroad, running across the street?

A Yes.

Q How long has Samuel Smith & Sons been in business there?

A I think we moved up there about 1890.

Q There? You have been in Paterson a long time?

A Yes; since 1884.

Q Your business is what?

A Making boilers.

Q What advantage is this switch for the purposes of your business?

A We receive all our raw material and ship practically all our boilers over that switch. Probably

ninety per cent. of our trade is outside of Paterson; very close to that.

Q And outgoing is what?

A We ship our boilers out.

Q No way to handle them any other way than that?

A No crane for handling there and we couldn't handle them any other way.

Q I suppose there are some local shipments?

A The same all the way through.

Q But supplies even for those come over the railroad?

A Yes. If there is any possible way of sending on the railroad, we do it.

Q What advantage would that property be to you without the switch?

A We would have to abandon it for that purpose.

Q I presume you would have no objection if the freight yard were left at grade?

A Yes.

Q As long as present conditions were not disturbed?

A With the track elevated at our factory we couldn't load our cars. We load them with a traveling crane; by the time you put ten boilers weighing twenty-five tons, nine or ten feet in diameter, we couldn't lift them more than five or six feet from the ground. Of course, with depression we could not load and unload the cars.

Q Have you a lease?

A I couldn't tell you.

Q Will you find out from your uncle and let me know about it?

A Yes.

Q When you are busy how many cars do you get a month?

A Probably three cars a week and turn out three or four a week.

*Cross examination* by Mr. Merrey.

Q Where is your plant situated?

A Railroad avenue between Center street and Green street.

Q Haven't you a place below Slater street?

A No, that is all the property we have, Railroad avenue.

Q Your switch crosses Agnew switch?

A No, I think it doesn't cross any switch. It crosses the street into the yard.

*Mr. Gourley.* That takes in all the witnesses I have, except H. H. Post and the Paterson Brewing & Malting Company, who are not here. I would like to have an opportunity, in case you have a moment, to let us have some other day to put them on. There is an answer of Morris & Company who testified; that is not here; I will file that.

*Commissioner Donges.* We will take an adjournment now and Mr. Gourley will be given a continuance until the next hearing.

Adjourned until Friday, January 9, 1914, at the Chancery Chambers, Jersey City, N. J., at 10.30 o'clock A. M.

## EIGHTH HEARING.

## BOARD OF PUBLIC UTILITY COMMISSIONERS

Jersey City, N. J., Friday, January 9, 1914.

PATERSON GRADE CROSSING ELIMINATION,
ERIE RAILROAD COMPANY.

Before Commissioner Ralph W. E. Donges.

For City of Paterson appears E. F. Merrey, Esq.

For Erie Railroad Company appears G. S. Hobart, Esq., and D. E. Minard, Esq.

For siding owners, etc., appears W. B. Gourley, Esq.

*Mr. Minard.* I have ready the amended answer which we arranged at the last hearing, regarding the additional siding people. The rules require the filing of two copies; I assume one of those is for Mr. Merrey.

I assume notices have been sent out to all these people since the last hearing, that weren't sent out before.

*Commissioner Donges.* You have filed an answer.

*Mr. Gourley.* Some already appear here.

I wish to file an answer for Armour & Company and Morris & Company.

*Commissioner Donges.* They will be filed subject to the same stipulation.

*Mr. Gourley.* Yes.

*Mr. Merrey.* I think the commission ordered that notice be sent to those parties.

*Commissioner Donges.* I think we had no list before.

*Mr. Minard.* We gave you a list at the last time for that purpose. The commissioner may recall that. I gave a list like this.

I have taken the map and have added these other siding people and indicated their sidings on the map.

*Commissioner Donges.* You had better formally prove it.

W. H. BRAMELD, re-called on behalf of Erie Railroad.

*Direct examination* by Mr. Minard.

Q You are the engineer who prepared this original map showing sidings?

A Yes.

Q The one introduced previously?

A Yes.

Q Did you, at my request, locate the sidings of the additional concerns which we have found to have loading or unloading platforms at Paterson on this map and make a list of their names?

A I did.

Q And given them each the number in a circle on the map; included in that number the location of their sidings?

A Yes.

Q This was the same map originally used?

A Yes.

Q As the basis?

A Yes.

Q You simply added the names and locations?

A Yes.

*Mr. Minard.* I would ask that this be marked.

*Commissioner Donges.* It may be marked.

*Mr. Minard.* For the record's sake it might be just as well to put the same number as the other map.

*Mr. Merrey.* I have no objection to that.

*Commissioner Donges.* My thought was to give it the same number designation as the other and mark it A. This may be marked R-23A.

(Same is marked Exhibit R-23A.)

*Commissioner Donges.* Any cross examination of this witness?

(No response.)

*Mr. Minard.* I offer now what we promised at the previous hearing, a copy of the petition filed by the City of Paterson originally.

*Commissioner Donges.* It will be admitted and marked as an exhibit.

(Same is marked Exhibit R-47.)

*Mr. Minard.* There is one other matter I would like to offer. Mr. Willis, our signal engineer, was at the hearing before. His statement he provided at that time showed improvements authorized, but the commission desired not the improvements authorized, but the amount actually expended should be shown. I have that statement revised. He is a man who travels all over our line; it is hard to locate him sometimes. If I may use him now I should like to do so.

*Mr. Gourley.* No objection.

WILLIAM H. WILLIS, re-called on behalf of Erie Railroad.

*Direct examination* by Mr. Minard.

Q You remember the hearing the last time; did you prepare a statement along the lines suggested at that time?

*Mr. Merrey.* What was that about?

*Mr. Minard.* This shows an expenditure for interlocking and automatic signals.

*Mr. Merrey.* Well, my objection is, of course, noted.

*Commissioner Donges.* It is entitled statement of signal and interlocking expenditures. Was that compiled by you or under your supervision?

*Witness.* Compiled by my chief clerk under my direction.

Q Has that been corrected?

A It is corrected by lead pencil.

Q Those corrections in pencil are the actual figures?

A Yes, sir.

Q I understand that was made necessary by contemplated improvements left out, in getting the total.

A It wasn't understood by the chief clerk whether that should be included in the total or not; he didn't include it in there.

Q This shows the division on which the work is done in the first column?

A Yes.

Q Then it shows also whether the expenditure was for interlocking signal or automatic?

A Yes.

Q In the second column. The third column shows the expenditure for each at the end of the fiscal year 1911?

A Yes.

Q The next column, for the end of the fiscal year 1912?

A Yes.

Q The third column for the fiscal year ending 1913?

A Yes.

Q The next column, the sixth column it will be, shows the expenditure actually made for these proposed sums on June 30, 1912?

A Yes.

Q The seventh column shows the contemplated expenditures that are authorized and in the course of construction?

A Shows the amount we contemplate spending in order to finish up the work that has been authorized.

Q This work is in the course of construction?

A Yes, sir.

Q And the next column shows the total of interlocking expenditures, is that right?

A Correct.

Q The next column shows the total of the automatic?

A Yes.

Q And then your recapitulation of that appears here (indicating); is that right?

A Correct.

*Mr. Minard.* I offer that statement.

*Commissioner Donges.* It will be admitted and marked as an exhibit.

(Same is marked Exhibit R-48.)

*Mr. Merrey.* No cross examination.

FRANK VANCE, sworn on behalf of switch owners.

*Direct examination* by Mr. Gourley.

Q You are a representative of Armour & Company, Paterson?

A I am, yes, sir.

Q What is your office?

A Manager.

Q What is the nature of your business in Paterson?

A Beef and provisions, specialties.

Q Where is your place of business?

A Hamilton avenue and the Erie Railroad.

Q This is No. 25 on the list. What buildings have you there?

A Just one building; that is the beef and provision house facing on Hamilton avenue.

Q What is the material of that building?
A Brick.
Q What is the size?
A It is about twenty-five by one hundred and fifty.
Q How many stories?
A Two stories and a basement.
Q Is it all used for your purposes?
A Yes.
Q What do you use the first story for?
A The first story is used as a beef and provision cooler.
Q And the second story?
A Ice bunkers and storage rooms.
Q Where do you get your meat from?
A Western points, Chicago, Kansas City, and western points particularly.
Q There is no killing done near Paterson?
A No killing there.
Q All your supply is shipped over the road?
A Yes.
Q Over the Erie Railroad?
A Yes.
Q How do you get it from the Erie Railroad to your property?
A A switch runs in there and we simply unload right on the first floor.
Q How close is your building to the switch coming in?
A About within three feet.
Q How do you handle your meat?
A Carry it out and have trucks that run right to the car.
Q How do you unload it, what is the process?
A Carry it out.
Q From the car?
A Yes.
Q Where do you store it?

A Store it on the first floor.

Q How long do you usually keep it in the house?

A From three to four days.

Q Then how do you ship it out?

A Cart it out in trucks.

Q Suppose the tracks of the Erie Railroad were elevated say ten, twelve, fifteen or twenty feet, as the case may be, how would that affect the operation of your plant?

A Do away with our unloading altogether from there.

Q What could you do; how could you adapt your building to the new conditions?

A Practically no way we could adapt that building.

Q I suppose you could make it of some use, couldn't you; or not?

A We could; but considering the way we are hooked there with ice refrigeration, if we put in an elevator we would have to change two or three ice bunkers.

Q The upper part of your building is adapted entirely to refrigeration purposes?

A Refrigeration, with the exception of the front portion.

Q Couldn't you bring the meat in one part and use the other part for storage?

A No; we couldn't get a switch out to the other part at all.

*Commissioner Donges.* The front part?

*Witness.* Out to the front part at all.

Q I don't understand that.

A The rear end of the building is all ice, about ten, twelve feet in front they use for storage, on the second floor, with no ice. We couldn't get a switch, it is too far to take it away from the loading platform, and there is no place to load.

Q What other disability, if any, would there be if you used the upper part for unloading; what is the lower floor for?

A There would be no place to put the beef, because you would have to have the refrigeration on the upper floor.

Q If you couldn't adapt it to that new purpose, or the old purpose to the new conditions, how would you get the beef there?

A There is only one way to get it there, cart it from the freight yard. That depreciates the value, outside the cost of hauling.

Q How do you prove that?

A Weather affects fresh beef. The more it is handled the more it depreciates.

Q That, I assume, would be a serious matter for you?

A Yes.

Q Do you know anything about the value of the property?

A There?

Q Yes.

A No, I couldn't say.

*Commissioner Donges.* Who owns the property, if you know?

Q Do you own it?

A Armour & Company, yes, sir.

Q What shipments are made daily or weekly?

A We deliver from four to five cars a week, average about sixteen cars a month, probably about two hundred cars a year.

Q How long does a car remain on your siding from the time it arrives, as a rule, until it is unloaded?

A From one to forty-eight hours.

Q It depends on the season?

A It depends on the conditions, the goods we have ahead of it.

Q Are these refrigerator cars?

A Refrigerator cars, yes.

Q They do nearly as well in the car as in your—

A Better.

Q Better in the cars?

*Cross examination* by Mr. Merrey.

Q Your building is situated a little above the tracks, is it not?

A How is that?

Q Your building is situated a little above the tracks?

A Back from the tracks.

Q Above the elevation?

A There is a slight elevation.

Q The street rises east and comes toward your building on a slope?

*Commissioner Donges.* Away from the track?

A A trifle, not much; most of it comes below the track.

*Commissioner Donges.* Where do you take your beef in?

*Witness.* At the rear end.

*Commissioner Donges.* To the first floor?

*Witness.* To the first floor, yes, sir.

Q Then what do you do with it?

A Simply distribute it on the tracks there, or it stays on that first floor.

Q When you speak of the refrigeration being on the floor above, that is the ice?

A That is the ice.

Q The cold air is brought down?

A It comes through the cold air chamber each side.

Q The beef doesn't go upstairs at all?

A Doesn't go upstairs at all.

Q This part, I suppose, is partitioned off, where the beef is stored in front, or is the entire lower floor kept cold?

A Yes, sir, with the exception of the shipping room in front, ten or twelve feet back, maybe fifteen.

Q Is there no way that the beef could be lowered from the elevator about ten feet so you could get it in the rear?

A Not without breaking up the ice bunkers on the second floor. We have about two hundred tons of ice stored up there when we have it full.

Q Have you any room in the rear of your building?

A No, sir.

Q That would allow a runway of some kind so you would come on an elevated car to the second floor?

A No, right on the line in the rear.

Q No means by which you could drop the meat from a car up in the air down?

A No, not that I know of at the present time.

Q Couldn't you devise some simple means for that purpose?

A It would do away with the refrigeration we have got and then the plant would be no good to us.

Q Is it possible to devise a means without doing away with the refrigeration?

A Not without doing away with the ice refrigeration.

Q It is usual for your plants to have ice refrigeration or ice machines?

A We have both.

Q Do you know which is in the majority?

A At the present time, ice.

Q You are gradually doing away with ice?

A In the smaller houses. That sized house we have mostly ice.

Q Have you had some difficulty in getting ice?

A No, we haven't witnessed any great difficulty.

Q Do you get it from local supply?

A We get ours sometimes from Paterson and sometimes from New York. It is in cars; that has to be unloaded.

Q Could you unload cars if a system of machine refrigeration was put in?

A That would be considerable expense.

Q Could you arrange it?

A We could arrange it.

Q You do put in machine refrigeration in various other plants?

A Not of this size.

Q You put it in larger plants?

A Larger plants.

Q Have you considered the question of taking care of the plant there if an elevation was made?

A We haven't as yet, no.

Q If there was an elevation of the tracks above their present level about five feet, would it be possible to arrange it there?

A That I couldn't say.

Q Well, could you say it would be possible if it were increased to a height of ten feet?

A Ten feet we couldn't get in there.

Q Well, at eight feet?

A Well, that I couldn't say. Getting up to that height, whether you could get into the first floor.

Q You really are not sure what could be done there?

A I know if we had the elevation there spoken of at first we can't get there.

Q Ten feet?

A You spoke of twelve to fourteen feet. That takes you up to the second story.

*Commissioner Donges.* May I ask how close your property is to the right of way of the railroad?

*Witness.* About fifteen feet.

Q How much space have you in the rear of your lot and building?

A No space at all.

Q Your building runs to the rear line?

A Yes.

Q Is there any vacant property back of that?

A There is vacant property there, yes, sir.

*Mr. Minard.* I think, Mr. Commissioner, in your question you meant, building?

*Commissioner Donges.* I meant building. Please read my question.

(Question of Commissioner Donges read.)

*Witness.* That is what I meant.

Q Your plant is a little out of the business center of the city?

A Yes, sir.

*Re-direct examination* by Mr. Gourley.

Q What would it cost to put in a refrigerator plant?

A I am not familiar with that. That is all up to the engineering department.

Q Do you use part of this first story for an office?

A Yes, sir.

Q Do customers from the office go into the refrigerator and select their meat themselves?

A Yes.

Q Or do they take what you give them?

A They make a selection, generally.

Q Pick it from the hooks, what you give them?

A Yes.

Q That is used for that purpose.

WILLIAM M. DECKER, sworn on behalf of switch owners.

*Direct examination* by Mr. Gourley.

Q What is your business?
A Brewing business.
Q Representing what company?
A The Paterson Brewing & Malting Company.
Q There are three different branches of that company in Paterson?
A Yes.
Q What branches are served by the Erie?
A The Katz and Hinchcliffe branch.

*Mr. Gourley.* The Hinchcliffe is represented by twenty-six on the map.

*Mr. Merrey.* And the Graham?

*Witness.* Yes; Graham. I don't know whether that is on the company's property or the Erie's; that I couldn't say.

Q James W. Graham & Company, No. 16, that is also part of your branch at Paterson?
A Yes.

*Mr. Gourley.* Katz is No. 27?

Q Those three branches are supplied by the Erie Railroad?
A Yes.
Q Where is the Graham property?
A By Cedar street.
Q Is that supplied by a switch from the Erie?
A Yes, sir.
Q That crosses a street, Ramapo avenue, that is right?
A No, I don't believe there is any street in between them.
Q It don't appear so on the ground. There is a street there?
A Yes.

Q The Katz property is where?

A Corner of Straight street and Governor street.

Q Is that property adjoining the Erie Railroad?

A No, a street in between.

Q Has the Katz branch some real estate adjoining the railroad?

A Yes.

Q Where is that?

A Corner of Straight and Governor streets.

Q That property abuts on the Erie property?

A Yes.

Q What have you in that ground; how much ground is there?

A I don't know; about one hundred feet or so in length.

Q What do you use it for?

A Unloading purposes.

Q How do you connect with the railroad?

A With a switch.

Q What do you get over that road there?

A Brewing material and coal.

Q The Hinchcliffe branch the same?

A Yes.

*Commissioner Donges.* Do you mean you unload at the same point for Hinchcliffe?

*Witness.* No, a separate place.

Q The Hinchcliffe property abuts on the railroad property too?

A Yes.

Q Both of those branches get their supply over the Erie Railroad?

A Yes.

Q What supplies?

A Brewing supplies, barley, coal, supplies for use in the brewing property.

Q How frequent are the shipments to your company, either branch?

A Quantities of cars per day or month?

Q Any way.

A Why, I should say, unloading and loading, possibly the two branches, seventy-five to eighty cars a month.

Q Has the Graham branch much to your knowledge?

A They haven't much. I should judge they handle possibly three or four cars a week.

Q If the tracks of the Erie Railroad were elevated at that point say ten to fifteen feet, what effect would it have upon this property?

A As far as the property is concerned it would mean—in the first place we couldn't unload there.

Q Why not?

A The only possible way of unloading would be by conveyer, which is an awful big expense, which we had in view previous to this; and it is a question of going to the lower or upper Erie to load or unload. The way we have it now we load on our switch and unload.

Q Do you store where you unload or do any carting from there?

A Yes.

Q From the Hinchcliffe branch or the Katz branch?

A They are a little handier than we are.

Q You distinguish between we and they. This is all one company, as far as the law is concerned. Does the Hinchcliffe store where they unload or not?

A They store on a platform on the property.

*Commissioner Donges.* The point of unloading?

*Witness.* Yes.

Q What change would it make in the Hinchcliffe branch if the tracks were elevated from ten to fifteen feet?

A It would be a question of the height. I presume we could get along as far as unloading is concerned; that is, for their coal, we could drop the coal, drop it right down to the platform. As to loading malt and unloading barley, the question of the extra expense is the conveyer and so forth. Now it is shoveled out from the level of the car right there at the plant.

Q When you spoke of shipments to your company or shipments out—

A I spoke of the Katz branch. The Hinchcliffe is more receiving, but the Katz is both.

Q There is more malt at the Hinchcliffe house because the malt house is on their property?

A Yes.

Q What shipments do you use from your various branches?

A We ship to Jersey City and Littletown.

Q Did you say how many cars a week your three branches would ship?

A I should say possibly five or six a week.

Q How could that be handled if these tracks were elevated?

A It would be a question of loading it into the upper or lower Erie.

Q Could your property be adjusted to the new conditions without that? In other words, could you, in any way, use the property for the elevated service?

A It would be a question of height. If it was too high it would be a question of conveying it by hoist; in some way hoisting it to the level of the car. The way it is now it is level with the wagon. We can get the cars loaded and unloaded at the same level as our wagons. Our roadway is on the level.

Q I gather from your evidence there would be the initial cost of the reconstruction of the property to meet the new conditions and the added handling as well?

A Yes.

Q And make the cost greater. Have you deeds of the property with you?

A Yes.

*Mr. Gourley.* I offer in evidence deeds of the Hinchcliffe Brewing & Malting Company to the Paterson Brewing & Malting Company, dated the first of July, 1899, recorded in Book U-13 of Deeds of Passaic County, page 483.

*Commissioner Donges.* It will be admitted and marked.

(Same is marked Exhibit SO-1.)

*Mr. Gourley.* Also deed from the Paterson Consolidated Brewing Company to the Paterson Brewing & Malting Company, bearing date of the first of July, 1899, and recorded in book U-13 of Deeds of Passaic County, page 407, and especially refer to the twelfth tract in the description in that deed.

*Commissioner Donges.* It will be admitted and marked.

(Same is marked Exhibit SO-2.)

*Cross examination* by Mr. Merrey.

Q You say you know very little about the Graham plant?

A That is, as far as their business is concerned, their daily business. I know where it is situated and so forth, and the condition of it.

Q Is that operated now to its capacity?

A As far as I know, yes, sir.

Q The other two plants which you refer to as the Katz branch and the Hinchcliffe plant are very close together?

A They are across the track.

Q One on one side of the track and the other on the other side of the track, is that right, opposite each other?

A Yes.

Q The Katz plant is separated from the railroad by a street between?

A The brewing plant?

Q Yes.

A Yes.

Q The main Katz brewing plant does not abut on the railroad property at all?

A No, sir.

Q But a public and well-traveled city street is between it and the railroad company?

A Yes.

Q And then right opposite the plant is a small triangular plot containing less than one city lot, that you refer to as the place at which they unload?

A Yes.

Q The plot is quite a little above the Straight street level?

A Yes.

Q How far a distance from the railroad right of way?

A It abuts on the railroad right of way.

Q The small triangular plot lays between Straight street and the railroad and right opposite the brewing plant?

A Yes, sir.

Q The railroad itself has quite an elevation above Straight street at that point?

A Yes, sir.

Q On this little plot there is a switch?

A Yes, sir.

Q And a roadway leading up from Straight street?

A Yes.

Q You unload your coal at that point?

A Yes.

Q How do you unload it? By what means?

A The coal?

Q Yes.

A By shoveling.

Q You must put men in the cars and shovel it out in the wagons?

A Yes.

Q Then you cross the street with it?

A Yes.

Q Do you know whether, if the tracks were elevated at this point, it would be cheaper for you to build some means of conveyance by which the coal could be taken over by a conveyer?

A It wouldn't offset—

Q Do you know?

A Yes.

Q Have you figured that out?

A Yes, I haven't figured it out, but it was figured out for the concern.

Q That is if the track was elevated?

A Not for elevation.

Q Do you know whether, if the tracks were elevated, it would be cheaper to handle that coal than it is at present or not? You don't know about it?

A No, I have never figured it.

Q That isn't in your line of business, calculating matters of that kind?

A No, sir.

Q What is your occupation with the company?

A Shipping clerk of Katz' brewery.

Q You ship out from this plot some goods?

A Yes.

Q You have already stated what?

A Beer.

Q Have you ever considered, with the elevation of the tracks, that could be taken across the street if permission were given to that property on some sort of elevated structure?

A No, sir.

Q You don't know whether it would add to the cost

of conducting your business, whether it was elevated or not, with that plan?

A Yes, sir.

Q You haven't figured that out?

A No, sir.

Q You surmise it would?

A No, sir.

Q You haven't any figures on which to base that surmise?

A No, sir.

Q The Hinchcliffe plant is located quite a distance below the level of the railroad?

A Yes.

Q How much, would you say?

A Twenty to thirty feet.

Q How do they get their material up to the railroad for the purpose of loading?

A They only load malt.

Q How do they load that?

A They have a building that is on the level with the track. In fact, the floor where they load on is practically the same level as the track. That is conveyed through pipes of some kind and conveyed into the cars.

Q Are you familiar with the operation of that?

A I know a little about it, yes, sir.

Q You didn't design it or have anything to do with the designing of it?

A No, sir.

Q Do you know whether changes could be made on that if the tracks were raised?

A No, I do not.

Q Do you mean to say the Hinchcliffe plant does not ship barrels or casks?

A They cart them from the depot. They couldn't load them.

Q Why not?

A They couldn't without extra expense, putting in

extra machinery, making changes or alterations to meet the demand; that is, the beer.

Q That is what I mean. They cart that from the freight station?

A No.

Q They don't bring it under the railroad track and on this little plot that belongs to the Katz branch?

A No, sir.

Q What street is that that crosses the railroad at the Hinchcliffe plant?

A Crosses the railroad?

Q Goes under?

A Governor street.

Q That is an under crossing street?

A Yes, sir.

Q You state it would be very convenient for the Hinchcliffe plant to go under there and unload on this switch you refer to?

A Yes.

*Mr. Gourley.* If the tracks were left as at present.

Q At the present time with the present conditions your company has a switch on which they can unload this Hinchcliffe material if you desire?

A Yes, under present conditions.

Q Instead of doing that you take it to the freight depot?

A They do that, or we do, the same thing.

*Re-direct examination* by Mr. Gourley.

Q What effect would the depression of the tracks have on that property for the use which they now use it?

A What is that?

Q What effect would depressing the tracks have on that property—suppose they lowered the tracks five or ten or fifteen feet?

A Lowering it?

Q Lowering the Erie Railroad.

*Commissioner Donges.* What property?

*Mr. Gourley.* I take it all. They are both opposite each other, Katz and Hinchcliffe plants.

A I should say, improve the property, make it easier for us.

Q Depressing?

A Yes.

Q Depressing it fifteen feet, how would you get your supplies in then?

A That would be better for us; we would still be on the level.

Q The Hinchcliffe or Katz branch?

A Both.

Q Would it be for the Hinchcliffe?

A Better for the Hinchcliffe and for us too.

Q Would it be for the Katz?

A Yes.

Q What difference would there be in the grade between the lot which is now on the street and the tracks of the Erie if they were fifteen feet lower than they are now?

A I don't know the height from the street up to our tracks at the present time; I haven't any idea. From the street up to the track we have a driveway from Straight street around to their tracks and on the same street again, but it is up grade.

*By Mr. Merrey.*

Q That little triangular plot is not occupied by your switch entirely?

A No, sir.

Q There is a saloon on that corner?

A Yes.

Q Quite a large building?

A I don't know, I never measured it. I presume it is a house of the ordinary size, a house of twenty-five feet, facing Straight street.

Q Are you sure the switch is on your property or the railroad's?

A Katz, Paterson Brewing and Malting Company, that is, the triangular piece of property.

Q But is the switch entirely on that or partly on that and the land of the railroad?

A I am pretty sure it is on the property of the Paterson Brewing and Malting Company.

Q How long is the switch?

A The length of four cars, whatever that is. I never measured it. We can put four cars on it without interfering with the main line.

Q Some of that portion that the four cars would rest on would be on the property of the railroad?

A What is that?

Q Some of the switch on which these four cars would be, four cars on this switch at one time—

A Yes.

Q —part of that must be on the railroad company's property?

A I don't know just where the line runs.

Q You know the street length of your plot?

A About one hundred and twenty feet; that is on Straight street as far as it goes.

Q That includes the house?

A Yes.

Q So you have something less than one hundred feet in the clear?

A Yes; that is the difference of the house; I don't know what it is.

Q Four cars couldn't rest on one hundred feet?

A I know we can put four cars on the switch. Whether it interferes with the railroad company's land or not I don't know. It holds four cars, that is the ordinary sized cars.

*By Mr. Hobart.*

Q In case of depression wouldn't you have to change the switch.

A You mean if they lowered the bed?

Q If the bed of the railroad was lowered?

A We would have to lower the switch.

Q Lower everything, dig a hole in the property, or ditch, to run the tracks?

A Yes.

Q What effect would that have on your plant in the unloading of coal?

A If we had the ground fixed with the track, or level with the track, I don't see as it would make any difference.

Q Provided you changed your switch to correspond with the new level?

A Yes.

*By Mr. Gourley.*

Q How many feet is the railroad above you now?

A Above the switch we run now?

Q Yes.

A One foot or two feet. From the Paterson Main Line our switch runs down an incline.

Q Where you usually unload your material, at that point it is how much lower than the bed of the Erie Railroad property?

A I say again about two feet.

Q When I put the question, if the Erie tracks were dropped fifteen feet, you said it wouldn't interfere with you, do you mean that, or ten feet?

A I don't know the height of the level of the street to the Erie Railroad. Therefore, I can't actually say.

*Commissioner Donges.* Do I understand the point at which you do your unloading, that is to say the switch—

*Witness.* Yes.

*Commissioner Donges.* —is above the level of the street?

*Witness.* Yes.

*Commissioner Donges.* How much?

*Witness.* I don't really know.

*Commissioner Donges.* But it is below the bed of the Erie Railroad?

*Witness.* At the lowest point it runs down. It goes from the main line; it is on the level and runs on an incline.

*Commissioner Donges.* At the extreme end of the switch, away from where it joins with the railroad tracks, it is how much below the roadbed of the Erie Railroad?

*Witness.* At that point I guess it is two feet, three or four feet; I couldn't just tell you; about.

Q When you said it wouldn't interfere with you, you meant if you adjusted your property to it?

A That would depend on how near it was to the grade of the next street.

*By Mr. Hobart.*

Q How do you unload coal at the present time at the Hinchcliffe plant?

A By opening the pockets under the cars and dropping it.

Q Is there a chute leading into the plant?

A There is at present a chute for sending coal right there. I think it is so arranged that you drop it in their boiler room.

Q Then the lowering of the switch to correspond with the lower level of the railroad company, you wouldn't be able to use that system?

A That doesn't affect the Hinchcliffe system.

Q Why not?

A Their switch is on the same level as the main line.

*By Mr. Gourley.*

Q How high is the Hinchcliffe switch

A From the ground?

Q Yes.

A I say about twenty feet. You spoke of the switch, I say that is on the same level.

New Jersey State Library

HENRY M. POST, sworn on behalf of switch owners.

*Direct examination* by Mr. Gourley.

*Mr. Merrey.* What is the number?
*Mr. Gourley.* Thirty-nine.

Q Mr. Post, you are a coal merchant in the City of Paterson?
A Yes.
Q Do you deal in any other supplies?
A Yes, all kinds of mason material.
Q You are a corporation?
A No.
Q You are carrying on business in the name of—
A Henry M. Post, only.
Q Where is your place of business?
A The property is situated on Leon, East Seventh and Wait streets.
Q What property have you there?
A I have twelve city lots.
Q Is there a street between your property and the Erie Railroad?
A Yes.
Q What street?
A Wait street.
Q How are supplies brought to your yard?
A After the switch leaves the Erie switch it comes in a semi-circle until it strikes my property, then it goes in my property—
Q The switch crosses the street?
A Crosses the street.
Q That switch runs to your property at grade?
A Yes, at grade. And then has a raise of about four feet running on a trestle.
Q What do you do with it then?
A We dump our coal under this trestle.
Q Have a drop of how much?
A From eight to twelve feet.

Q Have you adapted your property to that purpose?

A Yes; my property is situated from East Seventh to Wait street, there is a raise of about twelve feet. We start in on East Seventh street and come on a level one hundred and eighty feet, giving us a drop for the coal.

Q Suppose that track was depressed five to ten feet; what effect would that have on your property?

A It would have a great effect upon our storehouse, where we unload mason materials. The storehouse is now that much above the tracks.

Q That would seriously affect the value of your property?

A Yes, sir.

Q For your purpose?

A It would ruin it entirely for that purpose.

Q Suppose the tracks were elevated five to ten feet?

A Just as bad.

Q What would you have to do then?

A Have to dispose of the building, because this is very heavy material and is all handled at grade from the tracks to the building.

Q Suppose the tracks were only elevated five feet, how would you construct a switch across the five-foot grade?

A How do I understand that?

Q How would you get your supplies if the tracks were only elevated five feet?

A I don't know as that would harm so much on unloading of material and handling, hurt so much, or coal, five feet. When you talk about ten to fifteen feet, very much.

Q If it was only five feet at that point you would have to have some obstruction at the same grade?

A We would have to do away with these buildings, because the buildings are solid on the ground. This is

very heavy material—lime, cement, fire brick, and fire clay, and so the brick is piled out of the cars on the level.

Q What shipments do you get there by the week?

A One car a day, if not more. Sometimes more.

Q Outgoing shipments are by wagon?

A All carted by wagon.

Q All wagon?

A Yes.

Q How many wagons have you?

A We keep fourteen horses; that is seventeen wagons.

Q If these changes were made as suggested would your property be as valuable for your purpose as it is now?

Q Why, no. The way it looks to me it would ruin it so I don't know where I would be at.

*Cross examination* by Mr. Merrey.

Q Suppose the switch across Wait street, the switching privilege was revoked, what effect would that have on your property?

A I don't know why it should be revoked. The city gave us the privilege to go there.

Q "He that giveth may take away"? Suppose it was taken away, what would you do?

A We don't propose to let them take it away.

Q You will answer the question; rather, try to answer the question. What effect would it have on your property?

A We would be very much put out.

Q It would be probably a little more work than if the tracks were elevated or depressed?

A Well, I don't think that will happen, because a lot of others are being put in every day or every year.

Q That isn't the question I am asking you. We will not proceed very rapidly if you don't answer the questions. Have you had anybody examine your plant

to find out whether an elevation of ten feet or so of the railroad tracks would injure your property?

A No more than my own examination.

Q Have you got pockets on your property?

A We have got a trestle.

Q You have a trestle and then the coal is dropped through the bottom of the cars on the ground?

A Yes.

Q You load your wagons by shoveling the coal in the wagons?

A Yes.

Q Do you know whether or not it would be more economical if that trestle was raised ten feet so you could erect pockets and unload your wagons by gravity, letting the coal run out of the wagons?

A At very great cost.

Q Do you know whether, after going to that cost, it would pay in the saving of labor?

A I don't feel so, for me at my age.

Q At your age?

A Yes.

Q How about your plant, considered apart from yourself?

A That would be a big expense.

Q We understand that; the question is whether it would be a saving that would pay to going to that expense?

A I don't think it would for me.

Q Do you know?

A I feel it would.

Q You haven't examined the question or had any figures on it?

A No, nothing more than my own knowledge in the matter.

Q You know a great many people have pockets of that character?

A I know, at the present time.

Q They evidently did that because it would save them some money?

A Yes. In my case, how about coming across the street?

Q You would have to come across elevated.

A That would be a very big expense then.

Q You don't know whether the saving in labor and expense on your present situation would compensate you for that or not?

A I don't know.

Q You don't know?

A I don't feel so.

*Re-direct examination* by Mr. Gourley.

Q When did you buy your property?

A About twenty-two years ago.

Q Did you buy it for this purpose?

A Yes.

Q Did you buy it with the understanding that the city of Paterson granted the privilege to haul coal and merchandise at grade across the street?

A They granted me the privilege. I went to the Board of Aldermen and they granted me that privilege.

Q Is that a common or an uncommon thing to do in Paterson?

A It is a common thing.

*By Mr. Hobart.*

Q In case that railroad track was depressed, you would have to depress your switch to correspond with any lowering of the grade, would you not?

A Yes.

Q In order to do that how would you get across the street; dig a hole in the street?

A I would come on the level the street is now.

Q But if you had to lower your switch to correspond with the lower level of the railroad, how would you get across the street?

A Go under.

Q By a tunnel or ditch? If the tracks were elevated you would have to change your switch elevation?

A Everything would have to be changed.

Q Then you would have to build an abutment in the street for the elevated switch?

A Yes. We are too far away to make a change of that sort.

*Commissioner Donges.* How far away are you from the tracks?

*Witness.* From where it leaves their track and comes in a semi-circle, it must be a hundred and twenty-five feet before it strikes my property.

*Commissioner Donges.* It runs on the property of the railroad company before it reaches the street?

*Witness.* Yes. They have a switch lying there for public use; when I located there they extended that right around to my property.

Q You built the switch in the street; did you build it or the railroad?

A I built it across the street.

Q And on your own property?

A And keep it repaired every year.

Q How much of an investment have you there?

A Between twenty thousand dollars and twenty-five thousand dollars.

Q How long has the switch been in the street?

A Ever since I have been there.

GEORGE P. CARROLL, sworn on behalf of switch owners.

*Direct examination* by Mr. Gourley.

Q What position do you hold with Fuller's Express Company?

A General manager.

Q What is the business of that company?

A Handling express and fast freight matter between New York and Jersey City, Paterson and Passaic.

Q How long has your company been in that business?

A Forty-two years last October.

Q Where is your place of business in Paterson?

A The corner of Erie Railroad and Ellison street.

Q What kind of a building have you?

A A frame structure, I judge, two hundred feet long, probably fifteen feet wide at one end and twenty feet at the other.

Q Have you a lease from the Erie Railroad?

A Yes.

Q What shipments do you ship weekly, how many cars?

A Between twenty and twenty-five carloads a day.

Q Of course, you have no outgoing shipments?

A Yes, we have them both ways. Twenty or twenty-five in and out of Paterson a day.

Q How is that handled?

A It is handled by truck to this freight house; just at the cars, and from there loaded into the cars. The siding we have runs parallel with the main line of the Erie Railroad. Our siding is between our freight house and the main line of the Erie.

Q What is the length of the track in there?

A The track, I should judge, is pretty near three hundred feet long.

*Commissioner Donges.* Is the freight house which you refer to fifteen feet wide and twenty feet at the other end?

*Witness.* Yes, and about two hundred feet long.

Q How far is that from the main line of the Erie, along your switch?

A It joins the main line, the building and the switch.

Q How far from the point it leaves the main line; how long is the switch?

A About three hundred feet.

*Commissioner Donges.* And is how far distant in its location from the tracks?

*Witness.* Runs parallel to the tracks.

*Commissioner Donges.* How far distant from the tracks?

*Witness.* The distance, I should say, is about five feet.

Q From the main line of the railroad?

A Yes, and the building is five feet from that. It is just an engineer's allowance between the track, both the building, main line and switch; they run parallel.

*Commissioner Donges.* Your freight house is five feet from the nearest rail of your switch?

*Witness.* That is the idea. Between the switch and the main line is about five feet.

Q Suppose the tracks of the Erie Railroad were depressed five or ten feet; what effect would that have on your business?

A In the first place that building couldn't be used. The building would have to be destroyed. The property is adapted to that; you can't drop the tracks too. There isn't enough ground to drop the tracks to be on the level, as the express company couldn't work only on a level with the platform.

Q Why?

A Because we have to work with a certain amount of speed in order to handle the quantity of freight we do.

Q Is there a limit to your carrying capacity in weight? Is the express company limited to weight?

A We handle anything, we do. Our rate into Paterson is less than one-third of the large companies. They are restricted to certain classes. We don't restrict ourselves. We would handle a brick house if necessary. All kinds of machinery, heavy freight.

*Commissioner Donges.* Do you handle anything other than express matter?

*Witness.* Other than express matter? Any kind of freight at all.

Q If it were elevated, what effect would that have?

A About the same effect. We had an experience some time ago in Jersey City.

Q I want you to tell us about that?

A The Erie Railroad, when they elevated the tracks in Jersey City, had what they called the old local station at Tenth and Grove streets. At that time I wasn't with the Fuller's Express Company, but I used to be with the United States Rendering Company. After the Erie elevated the tracks they got freight from the cars to the tracks and *vice versa* out on slides and hoists. They found it very slow, so much so that they had to give up the building and go elsewhere. Shortly after that I went with the building officer of Fuller's Express Company, I looked over the express office; I had the Chicago Conveyer Company's representative go with me to see what could be done. They had a chute there then to try handling the freight. We found we could not do it. Not only it costs twice as much but it could not be done in half the time as to handle it straight across from the car to the truck. If the track was elevated or depressed we would have to seek some other method.

*Commissioner Donges.* Have you all heavy freight?

*Witness.* We could not separate our freight. We work on such a small margin we couldn't separate it.

Q The cost on small articles would be higher?

A Yes; all our freight.

*Cross examination* by Mr. Merrey.

Q Your company is incorporated by a special act of the Legislature?

A I don't know whether it is a special act of incorporation; it is incorporated under the laws of New Jersey, a New Jersey corporation.

Q How long ago?

*Mr. Merrey.* Your answer shows that?

*Mr. Gourley.* No.

*Mr. Merrey.* I think we ought to have that information.

*Mr. Gourley.* What is wanted?

*Mr. Merrey.* The incorporation of this concern. I imagine it is limited.

*Mr. Gourley.* It may be in my office.

*Mr. Merrey.* I don't know, but I think at the time they got their charter, the Legislature was apt to limit them then.

*Mr. Gourley.* I will send you the lease.

*Mr. Merrey.* The information will be put in later as to that.

*Mr. Gourley.* Yes.

Q You operate under a lease from the Erie Railroad?

A Yes.

Q Have you a copy of that lease here?

*Mr. Hobart.* We have it, we will put it in.

*Commissioner Donges.* It is the purpose of the Erie Railroad to put in all the leases covering the switches.

*Mr. Minard.* All we can find. We haven't that.

Q Have you a copy of the lease with the Erie?

A I haven't it with me.

Q You have one?

A Yes, so has the Erie.

*Mr. Merrey.* We will ask you to produce it; that is agreed to?

*Mr. Hobart.* Yes.

*Commissioner Donges.* It is understood that lease will be produced?

*Mr. Gourley.* Yes.

Q Do you know how long it was to run?

A It is indefinite. You speak of a lease, it is a contract. It covers the entire arrangement with the Erie Railroad and has no terminating clause.

Q Is it such that your people can put an end to it?

A They have got to give us a year's notice and we them.

Q How long have you been located at your present place?

A Quite a considerable time before I came with the Fuller's Express Company.

Q How long have you been with them?

A Six years; between five and six years.

Q You don't know how long before they were at this place?

A I know they had been there over ten years.

Q It is probably ten years at the present location?

A It is more than that.

Q Have you any record to show when they moved there?

A I don't whether we have or not. I think Mr. Burdan, of Paterson, was with the company when I moved there. He would know about the time.

Q Do you know where they were located before the present location was taken up?

A No, sir.

*Mr. Merrey.* I think it is agreed it was south of Market street.

*Mr. Gourley.* Yes.

*Mr. Merrey.* On the west side of the road.

*Mr. Gourley.* Yes.

Q Do you know who built the building you now use?

A I don't know; I think the Erie did.

Q It is an old building?

A Yes.

Q On the property of the Erie?

A Yes.

Q Was it an old freight station?

A It was their local freight station years ago before they built the present freight station.

Q You get how many cars a day?

A We handle between twenty and twenty-five cars a day at this time of the year, but there are times of the year we handle more, when the perishable freight is running from the south.

Q The cars you get come up on the regular passenger service of the road?

A Some; and some by fast freight.

Q And during the day one of your cars is put on the passenger train that stops at the Market Street Station?

A There are a number of trains, one or two, sometimes four stop there during the day.

Q And then the passenger coaches remain at the station and the engine crosses Market street and Ellison street with the cars consigned to you?

A Yes; sometimes they are handled that way and other times they are handled by a switch engine.

Q And the engine must back up again, causing several crossings of Market street?

A Only some trains.

Q And that happens many times during the day?

A Not many times.

Q How many times?

A I should say it happens more than once a day.

Q What time does it happen?

A I don't know; one is on there at nine o'clock; I think the morning train is about eleven.

Q I think there is a train about three o'clock where that happens?

A I am not sure. I know the yard engine handles some cars across there.

Q You do not know how often you get cars during the day on passenger trains?

A How often we get cars?

Q Yes?

A Four times; that is counting both ways.

Q What do you mean by "counting both ways?"

A Trains from Passaic as well as to Passaic.

Q Received at Passaic?

A Our receiving of the cars.

Q Then they are shipped across twice?

A No; ship cars once and twice into Paterson.

Q That shipment requires several movements across Market street, does it not?

A It wouldn't require more than one, the engine taking them up and going back to its train.

Q The switch engine comes back a distance over Market street on the other track?

A When the switch engine handles it, yes.

Q Under those conditions it would take three movements?

A That depends on where the engine would pick up the cars.

Q Two movements at that time would require the gates down three times?

*Mr. Minard.* Are you trying to qualify him as a railroad operating expert?

*Witness.* I was twenty years with the Erie.

Q You are not familiar with this?

A All in a general way.

Q Two movements across Market street requires the gates down three times; once when the train comes in the station and a second time when the engine goes across the street and the third time when the engine comes back?

A A number of times it would be only twice. Trains that come—if the engine hasn't gone to the crossing it don't require the gates down.

Q It is the rule of the company that gates be lowered when a train comes into the station?

A No.

Q Is it your observation as to that; you have no office in New York?

A No; but I travel over the line.

Q Have you observed that?

A I have observed them put down; I have been there at times getting off, when they didn't.

Q I said three times; it would be four times. You haven't noticed that?

A No.

Q The gates then are lowered four times —

*Commissioner Donges.* The witness said he hadn't noticed that.

*Mr. Merrey.* That is all.

*Mr. Gourley.* That concludes the testimony of our switch owners. I desire to put in some deeds later, which I haven't here.

F. G. Hopper, Esq., represented by J. Kushner, Esq.

FREDERICK G. HOPPER, sworn on behalf of siding owners.

*Direct examination* by Mr. Kushner.

Q You are connected with D. Fullerton & Company, Paterson?

A I am.

Q What is your business?

A Wholesale beef and provision.

Q What relation do you hold to that company?

A Acting secretary.

*Mr. Minard.* That is No. 33 on the list.

Q How long have you been connected with D. Fullerton & Company?

A Thirteen years.

Q You know the various business transactions of the company both coming and going?

A I do.

Q Does the D. Fullerton & Company act as agent for some other corporation?

A They do.

Q What corporation?

A Swift & Company.

Q Do you receive meats?

A Dressed beef only.

Q How many cars do you receive per week?

A Ten.

Q An average of ten; sometimes more?

A Sometimes more and sometimes less, depending on the season.

Q And your outgoing shipments?

A Most of it goes in wagons, about one.

*Commissioner Donges.* Ten cars coming in and one going out?

*Witness.* Yes; most of the shipments out are done by wagons.

Q The main track of the Erie Railroad is how far from your building?

A It is within three feet, by the usual engineer's scale.

Q I mean the main track?

A The distance of one switch track, and our building is probably ten feet.

*Commissioner Donges.* One switch track and ten feet?

*Witness.* No; one switch is included.

Q In relation to the siding and switch track, how far is your building from that?

A Three feet; just enough to allow the cars to clear.

Q How long has the building been in there?

A To my knowledge, twenty years; personal knowledge. The firm has been in business thirty-five years.

Q On this spot?

A On this spot.

Q Do you know whether or not the firm has been using this switch continuously for that period?

A Continuously.

Q They built the building in conformance with the switch?

A Absolutely.

Q Has the building been remodled in late years?

A Remodeled to conform to switch conditions.

Q How big a building have you?

A On the railroad, one hundred and eight feet.

Q How deep is the property away from the railroad?

A Away from the railroad?

Q Yes, sir.

A Three feet from the switch.

Q The property; how far does it run away from the railroad toward River street?

A One hundred and twenty feet.

Q What streets bound it?

A Bounded on the north by Wayne street, on the east by the Erie Railroad, on the south by Franklin street and on the west by River street.

*Commissioner Donges.* It has a frontage of about one hundred and twenty feet on each street?

*Witness.* It runs to a kind of triangle; a hundred and thirty-four feet in front, one hundred and eight feet in back on the Erie Railroad.

Q Have you a copy of your deeds there?

A Yes.

*Mr. Kushner.* I offer this deed in evidence.

*Commissioner Donges.* It will be admitted and marked. You had better read the title.

*Mr. Kushner.* It is given by Emmet F. Fullerton and Annie H. Fullerton, his wife, and Albert G. Fullerton and Susan B. Fullerton, his wife, to D. Fullerton Corporation, by deed of April 9, 1904, recorded in the office of the clerk of Passaic County in Book L-16 of Deeds, Page 297, and is the first tract mentioned in aforesaid deed.

(Same is marked Exhibit DF-1.)

Q Have you any idea as to the value of the buildings there?

A Over one hundred thousand dollars.

Q What is the first floor used for?

A The first floor is used for a beef cooler.

Q The front or the rear of the first floor?

A The rear. The front part is used—

Q A shipping department?

A And office.

Q What is situated on the second floor?

A Refrigerator pipes, cooler.

Q Have you a receiving platform on the rear of your building?

A Yes.

Q Your platform is about three feet from the switch?

A Yes.

Q Does the building run parallel with the main line and switch?

A Yes.

Q If that switch was depressed say five or ten feet how would that affect the value of your building as well as business?

A As far as the building, absolutely worthless.

Q Why?

A Because you would have to build the switch conditions to conform to the depression of the tracks. Not only that, you would probably have to elevate, to raise the beef from the cars, which would be a continuous expense. The building, if that is done, would be worthless, if your track was depressed or elevated.

Q How would that affect the foundations of your building?

A Absolutely worthless, because it is permanent with the other switch; that would loose all the bearings.

Q Where D. Fullerton's plant is, of course, perfectly level?

A Yes.

Q Practically level?

A Yes.

Q No grade on that side?

A No.

Q If the tracks were depressed fifteen or twenty feet—

A It would make it just as ridiculous as if depressed five feet.

Q It would actually destroy the entire plant?

A Not the entire plant; the front wouldn't be, but the back.

Q Isn't it built the same size?

A Yes.

Q The same cellar and basement?

A Yes.

Q Wouldn't all the foundation become weakened, all around?

A Yes.

Q Suppose the tracks were raised, elevated say ten or fifteen feet?

A Then the building would have to be changed to conform with the elevation and practically the same condition would exist as if depressed.

Q How would that interfere with the handling of the meat?

A By putting the cost of receiving it half again as much by changing, elevating and lowering the beef.

Q More expensive handling it that way?

A Yes.

Q What is the effect of too much handling of the meat?

A It would make too much expense.

Q As a matter of fact it is taken from the cars at the present time—how far is the store room from the freight cars?

A About ten feet.

Q From the refrigerator room?

A Yes.

Q What effect would delay in handling the meats have on the meats?

A Deteriorate in value, absolutely, yes.

Q Could you say in round figures the amount of business you do?

A Last year $2,121,000.

Q In handling of meats?

A Yes.

Q Do you think you would handle that much meat if the tracks were lowered or raised?

A No.

Q You would find no market for it?

A No.

Q I show you a map; it shows the lines of the Erie Railroad?

A Yes.

Q Is this the situation of your plant?

A Yes.

Q This is the section here (indicating)?

A Yes.

Q Is this the switch (indicating)?

A Yes.

Q Runs along here?

A Yes.

Q Parallel with the building?

A Parallel with the building.

Q How do you deliver your meat to the consumers?

A By wagon.

Q You don't ship much meat away?

A Occasionally, probably one car a week.

Q How many wagons have you in your business?

A Twenty.

Q I show you this mark on the map, what is that mark?

A That is the sewer that connects back of our building to allow the sewerage from the bologna kitchen to empty into the Summer street main sewer.

Q If the tracks were depressed say fifteen or ten feet, what effect would that have on the disposal of your sewer?

A That would make that sewer absolutely worthless.

Q If that track were raised?

A It wouldn't have any effect.

Q Would you have to have a pump to pump the sewerage?

A No, not if it was raised, because it would still be on the ground.

*Cross examination* by Mr. Merrey.

Q You get all your beef from the west?

A Not all.

Q Where do you get the rest?

A We kill two loads of cattle a week. They come in live and we kill and dress them.

Q How many cars of live meat come in?

A Straight beef, probably eight cars.

Q Where do you put that beef?

A Right in the cooler.

Q What floor is the cooler on?

A The first floor.

Q What system of refrigeration have you?

A The ammonia.

Q That is machinery refrigeration?

A Yes, sir.

Q Is your plant larger than the Morris plant?

A Yes, sir.

Q How much larger in size and amount of beef you handle?

A I really couldn't say. I suppose our building is half again as large. I really do not know what they do.

Q Do you do anything else besides selling the beef and poultry?

A We do pork packing and general provision business.

Q You say you remodeled your plant a short time ago?

A Just the front.

Q You made various other changes at the request of the United States Government?

A Yes.

Q Or the commonly called Interstate Commerce Commission?

A Yes.

Q Have you had an architect advise you whether

your building could be changed to conform with the change in the railroad tracks?

A Not to my knowledge.

Q You have had no architect?

A No, sir.

Q You have had no experience in building yourself?

A No, sir.

Q It is merely an expression of your own inexpert opinion?

A To a certain extent.

Q Whether elevation or depression of these tracks would make your building worthless?

A No.

Q What sort of an opinion is it?

A More or less of common sense.

Q But you are not an expert on that question?

A No.

Q Do you know whether your feeding floor could be raised?

A I do.

Q You know it could?

A It could not, no.

Q Why not?

A The reason we have the ice bunkers or refrigeration pipes on the top floor is as cool air is heavier than warm air we would still have to have the cold air pipes above the beef.

Q What is it, a wooden or brick building?

A The beef building it.

*Commissioner Donges.* Is what?

*Witness.* Wooden.

Q The part adjacent to the railroad tracks is wood?

A With the exception of the engine room, probably twenty-five feet is wood.

Q Do you know whether or not it would be expensive or not to raise that building?

A It would be expensive.

Q You don't know how much it would cost?

A I do not.

Q If that were raised would it interfere with the raising of the plant?

A It would.

Q In what way?

A In loading and shipping out.

Q From what part of the plant do you load or ship?

A We ship from the wagons, from the floor part.

Q Do you ship any into the cars?

A Yes.

Q What do you put into the cars?

A Lard.

Q How much?

A Probably one car a week. It is lard and sweet pickled goods.

Q How do you load that?

A That is loaded from the pickle cellar on trucks through our cooler into the cars.

Q It isn't necessary to put it through the cooler for refrigeration purposes?

A Not at that point, not the shipping point.

Q You have to elevate that stuff from the cellar to get it into the cars?

A Yes.

Q As far as that is concerned you could still elevate it ten or fifteen feet more if necessary?

A No, you could not.

Q Why not?

A Then it would throw the whole building out of conjunction. The receiving of the goods is far more important than the shipping of them, in that respect.

Q You could make no other arrangement for shipping that other kind of material?

A Possibly we could.

Q Do you receive any coal there?

A Yes, we do.

Q From the railroad?

A From the railroad.

Q How is that handled?

A That is handled by a man throwing it on the trestle.

Q Most of your stuff is taken away from your plant by wagon?

A It is.

Q That could be arranged for some elevation of the tracks by elevating your driveway, it could be elevated?

A No. Our driveway is right on Lafayette street level.

Q There is some distance from there back to the building?

A Probably one hundred and twenty-five feet.

Q In that elevation you could probably elevate ten or fifteen feet?

A The whole building?

Q No, the driveway, if your building in back was raised?

A I don't know how that would work with the wagons standing; they would be constantly sliding.

Q You said you hadn't considered this question with a view of the construction or possibility of doing it at all?

A No.

*Re-direct examination* by Mr. Kushern.

Q You do know if the tracks were depressed it would mean interference with the foundations of your building at the railroad side?

A I do.

Q An entirely new wall put there?

A Yes.

Q If the tracks were raised there would be a new conveyer to convey your meat?

A Absolutely.
Q And move your refrigerator back to the store?
A Yes.
Q The shipping room for the platform?
A Yes.
Q And the receiving room?
A Yes.
Q If the tracks were lowered you would have to raise the meat once and drop it?
A Yes.
Q Making two handlings of the meat rather than one?
A Yes.
Q If you lowered the tracks you would have to move the meat up by machinery?
A Yes.
Q Besides tearing out the foundations?
A Absolutely.
Q How would the meat be affected?
A It would depreciate in value. The more handling of meat the more it depreciates.

*By Mr. Hobart.*

Q This extra handling would cost something?
A It would, absolutely.
Q How much would it add to the beef for that?
A It depends on the quantity you get.

GEORGE R. WHEELER, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q Mr. Wheeler, what is your full name?
A George R. Wheeler.
Q What is your position?
A Division freight agent, Erie Railroad.
Q Your division covers Paterson?
A It does.

Q I show you a paper entitled "Erie Railroad, Industrial Sidings in Paterson, N. J.," and ask you whether that list was prepared under your supervision?

A Yes, it was.

Q I understand that these siding owners are numbered as they appear in the plan in the answer filed by the company?

A I haven't seen that.

*Mr. Minard.* That will appear from the evidence.

*Commissioner Donges.* They are numbered in accordance with the map?

*Witness.* That was not put up with the map.

*Mr. Minard.* I put the numbers there myself.

Q The first column represents the names of the industries having loading or unloading facilities at the Erie Railroad?

A It does.

Q These initials along in the next column, V. XY, are illustrated in the legend at the bottom?

A Yes.

Q V is exclusive sidings, X not in use, Y yard tracks?

A Yes.

Q The letters B, F, C, D and A represent other sections of joint sidings?

A They do.

Q When you say exclusive siding, there is a single concern alone uses the siding exclusively?

A Yes, sir.

Q When you say joint siding, you mean all concerned opposite which that individual letter is given use that siding, is that right?

A Yes.

Q For instance, all A's use one siding, and all B's use another siding, and all F's, and so on, do they not?

A Yes.

Q What is a yard track; what does that mean?

A Why a yard track is a track in the yard.

Q In this case it means that these particular industries have been assigned facilities on yard tracks on which all their goods will be received or shipped?

A Yes.

Q In many cases these arrangements are by agreement, are they not?

A Yes.

Q What is team delivery track?

A Team delivery is a public track which anyone can use.

Q Is or is there not arrangements with any of these concerns with facilities on team tracks for their use?

A Yes.

Q In many cases those arrangements are not covered by agreement?

A In many cases.

Q The next column, commodities, illustrates the material loaded or unloaded there principally?

A Yes. The industries, what they are doing, the manufacturers' output.

Q It doesn't include the names of the special materials they receive?

A No.

Q The length of the sidings?

A The length is estimated by the number of cars. It isn't actual measurement; an estimate; possibly it may be wrong; an estimate of the number of cars, estimated thirty-six to forty feet per car. This doesn't include what we call the lead. In other words, just the clearance, the number of cars that can be unloaded on the tracks exclusive of the lead from the siding or main track.

Q I understand, Mr. Wheeler, in the next column marked "Agreement" the date—those figures under

agreement are the dates of the agreements of the concerns opposite whose names they appear?

A They are.

Q Wherever there is an agreement the length of the siding is taken from the agreement and those are the numbers which are not in brackets.

A Yes.

Q The legend down here says that figures in brackets represent the estimated length?

A Yes.

Q In the estimated length did you confer with anyone?

A No, sir.

Q Did you go over the length with Mr. Rigdon, agent at Paterson?

A After I had my list prepared.

Q It was also prepared by Mr. Palmer, the railroad engineer, who was there at the time you went over there?

A Yes.

Q Between you you took your estimates together in order to confirm those figures?

A Yes.

Q The next column marked "Average cars per month"; how did you arrive at that?

A With the exception of the Fullers Express Company's cars, this is taken from office records, Paterson office, or rather a report that he rendered me monthly, showing the number of cars handled by each concern. This was taken from a certain month, which we call an average month.

Q What month?

A The month of May.

Q That month was selected because it was a representative month?

A A representative month.

Q Fullers Express Company, where did you get that record?

A The agent at Paterson gave me that. The four hundred and twenty cars, that wasn't embodied in this report; that comes to me. There was one hundred and seventy cars what we call eastbound, and I estimated two hundred and thirty cars westbound.

Q Per month?

A Per month, yes, sir.

*Mr. Minard.* I will offer this statement in evidence to show what it purports to show.

*Commissioner Donges.* If there is no objection it will be admitted and marked as an exhibit.)

(Same is marked Exhibit R-49.)

Q Mr. Wheeler, have you agreements with all these concerns?

A On the list?

Q Have we an agreement with all the concerns on that list?

A No, sir; I believe not.

*Mr. Minard.* There are siding agreements here for all so indicated under the word agreement.

*Commissioner Donges.* All those were the dates are given as being the date of the agreement?

*Witness.* Yes, sir.

Q Do you know whether we have an agreement with all the siding people in Paterson or not?

A No, we have not.

Q Can you say anything about why we haven't agreements with all these people? Can you give me that in a general way? I am free to admit that with some we haven't; I think Mr. Wheeler may state that.

*Mr. Merrey.* I don't care to object. It seems to be unnecessary.

*Mr. Minard.* It was only to explain to the commission why we haven't. This system of obtaining agreements is the modern method of handling the situation. Years ago sidings were put in at

the request of people without agreements. Those people, of course, have been reluctant to sign an agreement to put any responsibility on them for accidents and so on. All these agreements contain a liability clause and some have never got an agreement. If changes and repairs are necessary, then we get an agreement. There are some we don't have. About Fuller Express Company, we have an agreement evidently there. We couldn't locate it. My conclusion is it was given out to an attorney when that litigation was on and never returned. We will try to look it up. I have produced here in each case the original agreement.

*Commissioner Donges.* Suppose you just read into the record and have each one marked and produce the copies.

(No. 1, Leslie Elliott Co., dated June 8, 1912, agreement marked Exhibit R-50.)

(No. 6, Commercial Lumber & Mill Wk. Co., dated Sept. 14, 1912, agreement marked Exhibit R-51.)

(No. 24, David G. Rogers, dated October 20, 1905, agreement marked Exhibit R. 52.)

(No. 28, P. S. Van Kirk, June 25, 1907, agreement marked Exhibit R-53.)

(No. 29, A. H. Smith, January 29, 1909, agreement marked Exhibit R-54.)

(No. 31, Armstrong Sons Co., February 21, 1909, agreement marked Exhibit R-55.)

(No. 36 (a), Public Service Gas Co., October 21, 1911, agreement marked Exhibit R-56.)

(No. 36 (b), Public Service Corporation, May 23, 1907, agreement marked Exhibit R-57.)

(No. 38, Swift & Co., October 9, 1912, agreement marked Exhibit R-58.)

(No. 40, Ashley Bailey Co., February 26, 1908, marked R-59.)

(No. 41, National Silk Dyeing Co., December 20, 1911, agreement marked Exhibit R-60.)

(No. 43 (a), Weidman Silk Dyeing Company, June 20, 1905, agreement marked Exhibit R-61.)

(No. 43 (b), Weidman Silk Dyeing Company, July 12, 1911, agreement marked Exhibit R-62.)

(No. 43 (c), Weidman Silk Dyeing Company, May 11, 1910, agreement marked Exhibit R-63.)

(No. 43 (d), Weidman Silk Dyeing Company, May 11, 1910, agreement marked Exhibit R-64.)

(No. 44, L. Lapat, August 27, 1907, agreement marked Exhibit R-65.)

(No. 45, Southerland & Edwards, December 30, 1911, agreement marked Exhibit R-66.)

(No. 46, Nicholson File Co., December 21, 1904, agreement marked Exhibit R-67.)

(No. 47, Hygeia Ice Co., November 12, 1904, agreement marked Exhibit R-68.)

(No. 48, Puglia & Gramatica, July 8, 1908, agreement marked Exhibit R-69.)

(No. 49, Auger & Simon Silk Dyeing Co., February 14, 1906, agreement marked Exhibit R-70.)

(No. 50, Paterson Consolidated Ice Co., November 14, 1910, agreement marked Exhibit R-71.)

(No. 51, Van Winkle, Bromley Lumber Co.)—

*Mr. Merrey.* Is that switch on this road or on your Newark road?

*Mr. Minard.* I don't know. It is within the zone covered by the testimony.

(Van Winkle-Bromley Lumber Co., May 11, 1911, agreement marked Exhibit R-72.)

(No. 52, Gulf Refining Co., February 15, 1911, agreement marked Exhibit R-73.)

Q Now, Mr. Wheeler, what is the condition on which these sidings are used? Of course, those covered by the agreements, the agreements speak for them-

selves. These agreements are standard forms of agreements used for this kind of work?

A They are.

Q Whether a concern is covered by an agreement or not, is there any difference in who pays for repairs or changes in the sidings?

A Not to my knowledge.

Q Who pays for them?

A The users of the sidings.

Q So that any change made by reason of depression or elevation of the tracks, the expense falls—

*Mr. Merrey.* I object to that question.

*Commissioner Donges.* That is a conclusion of law.

*Mr. Merrey.* You can't have any rule on this Paterson situation.

*Commissioner Donges.* I understand it is not intended to cover elimination under order of this board.

*Mr. Minard.* These agreements?

*Commissioner Donges.* Your question.

*Mr. Minard.* I am speaking generally.

Q If you found it necessary to change the grade of the railroad up or down whether ordered by the court or whether you did it for your own purposes, where would the expense of changing the sidings fall under your rules?

*Mr. Merrey.* I object.

*Commissioner Donges.* What is the objection?

*Mr. Merrey.* He is one party to the agreement. He can't say what the thing is, because it must be fought out between them.

*Commissioner Donges.* Might he not say what is the rule? If there is a common practice and this witness testifies, not regarding both parties, but the practice between them, what it is that one

of the other parties pay for the changes, it seems to me he is competent to testify to it.

*Mr. Merrey.* There couldn't be any such procedure.

*Commissioner Donges.* I think he is competent to testify to it.

*Mr. Merrey.* The company itself insists on it as far as it is able.

*Commissioner Donges.* It may or not be the fact. We will take the testimony.

*Witness.* It is the custom for industries or siding owners to pay for any changes made in the sidings.

*Commissioner Donges.* Are there any exceptions to that?

*Witness.* Very few of late years.

Q How long has that been the rule of the company?

*Commissioner Donges.* He hasn't said it is the rule. He said it was the custom.

Q Is it the rule?

A It is the rule of the company.

Q If a siding owner asks for a change in a siding or repairing, what is the practice regarding payment?

A The siding owner pays the cost of maintenance.

Q Is it or is it not true that the operating department send out an engineer and make estimates on the cost of changes or repairs?

A Yes.

Q Is or is not the siding owner required to deposit the estimated cost of repairs before the work is undertaken?

A We customarily do so, yes, sir.

Q How long has that been the custom?

A I can't give you an exact date, I think over five or six years.

Q The conditions under which these agreements

are made, where agreements exist, are they or not the same as those in practice where you have no agreement?

A Yes, sir.

Q They are the same.

A Yes, sir, the same.

*Cross examination* by Mr. Merrey.

Q Have you had any experience on the Erie with the changing of the grade of the road as far as sidings are concerned? What has been your experience in connection with the changes in grade of the railroad with respect to the owners of sidings?

A Any change that is made is submitted to me.

*Commissioner Donges.* No, the question is what experience you have had or the extent of your experience.

*Witness.* I am not an engineer.

Q You do not know of any instances where the grade of the Erie has been changed, coming under your observation and knowledge, where it affected a siding?

A I don't know any at the present time.

Q So you don't know what the rule of the company is in regard to that?

A Speaking of the ruling of the handling of sidings?

Q Yes.

A I do not know what that is.

Q So there is no practice concerning the change of a siding of private parties where the grade of the road is changed?

*Mr. Minard.* I don't think that is fair.

*Commissioner Donges.* He testified to a practice; this, I think, is admissible.

A I know of no case, but I would say the rule of the road would apply there too.

Q How do you know the rule of the road?

A Because I am handling these weekly, monthly.

Q What propositions of this kind have you handled?

A Nothing of an elevation or depression of the tracks.

Q Then your experience has been with other changed, changes of another character?

A With construction of sidings for private industries.

Q You can't tell us what the result would be in this case of old sidings that have been there many years, whether the siding owners were charged or not?

*Mr. Minard.* The provisions of that act require this be placed on the siding owners.

A The contract—our contract with them, the siding owners, this agreement covers the repairs to sidings.

Q I am now referring to those cases we have no contract for, the older cases.

A I don't think we would go to the expense of putting them up, elevating or depressing.

Q You don't know about the thing?

A I am not the Erie Railroad.

*Opening.*

## NINTH HEARING.

## BOARD OF PUBLIC UTILITY COMMISSIONERS

Newark, N. J., Friday, January 29, 1914.

PATERSON GRADE CROSSING ELIMINATION, ERIE RAILROAD COMPANY.

Before Commissioners Donges, Hillery and Daniels.
F. H. Sommer, Esq., Counsel.

For City of Paterson appears R. B. Lewis, Esq.

For Erie Railroad Company appear G. S. Hobart, Esq., and D. E. Minard, Esq.

*Mr. Minard.* We put in evidence before a financial statement, that was for four months of the fiscal year. This (handling commission paper) brings it down to the end of six months, income statement. It is compiled in the same way, with the same figures and has the comptroller's official stamp. I couldn't get Mr. Sorensen, to prove it formally as was done before. I thought there wouldn't be any objection.

*Mr. Lewis.* I am willing to take Mr. Minard's word that those are the facts.

*Mr. Minard.* The commission can investigate it and verify it at any time, or Mr. Merrey.

*Commissioner Donges.* We don't want the burden put on us of verifying it.

*Mr. Minard.* What I meant, the commission has the same right and the opposition has the same right to examine the original figures from which this is compiled.

*Commissioner Donges.* Subject to verification, this, it is agreed, shall be admitted.

*Mr. Lewis.* Yes.

*Commissioner Donges.* It may be marked as an exhibit.

(Same is marked Exhibit R-74.)

*Mr. Minard.* I offer that timetable, the same timetable that was offered in the Rutherford case.

*Commissioner Donges.* It will be admitted and marked.

(Same is marked Exhibit R-75.)

*Mr. Minard.* At the last time this statement, previously in evidence, and offered in evidence, I agreed to take it away and have copies made.

*Commissioner Donges.* This was marked?

*Mr. Minard.* I don't know. Mr. Willis made the statement. It refers to signals and interlocking.

W. M. DAWLEY, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q Where do you live, Mr. Dawley?

A Passaic, New Jersey.

Q What is your occupation?

A Civil engineer in the general land and tax department of the Erie Railroad.

Q Have you spent some time attempting to locate the original locations of the streets in Paterson?

A Yes.

Q Did you locate a map or maps on the subject?

A Yes.

Q What maps did you find?

A I found a map, 1850.

Q Where did you find the map?

A In the office of Michael Dunn, Paterson.

Q Did you obtain permission from him to produce this map?

A Yes, sir.

Q For the commission?

A I don't know as it was for the commission.

Q You borrowed it?

A I said I wanted to use it for grade crossings.

Q This is entitled, "Map of Paterson, New Jersey, from actual surveys by J. C. Sidney, published by M. Dripps, 103 Fulton Street, New York, J. C. Sidney."

*Mr. Minard.* I will offer this map in evidence.

*Mr. Lewis.* What is the value of it?

*Mr. Minard.* It shows the City of Paterson in 1850 and we are making the point in this case, as you know, to distinguish the streets that were opened before the railroad was built and those opened afterward. Our constitutional rights are different.

*Mr. Sommer.* Doing it under the opinion of Vice-Chancellor Leaming, I suppose?

*Mr. Minard.* We have tried to get the oldest maps we could find as a basis for a beginning, then follow it down from this to show the history of the streets.

*Mr. Lewis.* I don't want to interpose any frivolous objections; what proof is there of the authenticity of the map?

*Mr. Minard.* Mr. Lewis, the situation is that: In all antique matters we can't produce the man who made the map. In all maps of this sort it is necessary to have respect for the antiquities in some things to the extent of allowing them to go in evidence—

*Mr. Lewis.* Michael Dunn isn't antique?

*Mr. Minard.* I don't suppose Michael Dunn prepared the map or had anything to do with it. This really is the city's business. As far as the record shows now there isn't any evidence that any street in Paterson exists. They are called streets by name, there isn't anything in that rec-

ord to show that any of the streets mentioned were officially laid out or existed legally. When we made that point in our answer, that certain streets were laid out after the railroad, the commission called upon us to prove it, a thing which was part of the city's proof. If we quit now and the commission were to find that Market street actually existed and would like to eliminate it, there isn't anything in the record. The commission asked us to undertake to prove that and we are endeavoring to do it the best we know how. If we can't satisfy the commission when the evidence is in, that is another thing. We are doing the best we can to fulfill what the commission asked us to do, and supply a defect in the testimony.

*Commissioner Donges.* Do you have any objection?

*Mr. Lewis.* No, I have no objection that it go in as an exhibit.

*Mr. Minard.* We can't leave it with the commission; we can produce it at any time, but we are required to bring it back to him.

*Commissioner Donges.* Have it marked as an exhibit.

*Mr. Minard.* We have a photograph of it. We have an exact reproduction, if that will serve for the purpose of the files, and we will take this away and give it to Mr. Dunn and produce it at any time you need it. If we leave it knocking around among the records, it is likely to get destroyed.

*Commissioner Donges.* Who was Mr. Dripps?

*Witness.* The publisher.

*Commissioner Donges.* It says on the map.

*Mr. Minard.* That was before my time.

*Commissioner Donges.* No effort has been

made to find out who published this or by whom made.

*Mr. Minard.* Yes, it was surveyed by J. C. Sidney.

*Commissioner Donges.* Who was Mr. Sidney?

*Witness.* Here are the copies.

*Mr. Minard.* It was so fine it was impossible to trace it. We have had it photographed and we thought it a good reproduction. It is photographed in pieces and pasted together.

*Commissioner Donges.* I presume there will be no objection to substituting for use the photograph, Mr. Lewis?

*Mr. Lewis.* Not on my part.

*Commissioner Donges.* With the right to have the original produced whenever required?

*Mr. Minard.* Whenever required.

*Mr. Lewis.* Have the original marked now.

*Commissioner Donges.* The original will be marked as an exhibit.

(Same is marked Exhibit R-76.)

Q Have you got another map?

A I have (produces map).

Q Read the legend.

A "Map of the City of Paterson, N. J."—

*Mr. Minard.* This is a map entitled, "Map of the City of Paterson, N. J., surveyed by order of Council; President, Philemon Dickerson, Jeremiah Stalter and Charles Inglis, Jr., S. Ward (I suppose that means South Ward), Andrew Derrom and Patrick MacEnnis, West Ward, Edward Clark and John Schoonmaker, East Ward." Date of the map is October 20, '52. J. W. Allen, City Surveyor, Date of ordinance, March 30, 1853.

*Commissioner Donges.* "Copied from the original map on file in the office of the city surveyor, December, 1881 (I think), W. Ferguson, C. E."

*Commissioner Daniels.* "Starting point of levels, corner of Mill and Goudinot streets. Monument levels are designated by red figures. Distances, courses and angles by black figures; center lines of streets are designated by block (on map); side lines of streets are designated by red (on map). Monument corner of River and Mulberry streets is 5.50 below grade. Monument at intersection of Wills and Market streets is 5.00 below grade. Monument at intersection of River and Lawrence streets is 200 (I presume they forgot the decimal there). Monument at intersection of Vine and Market streets 1.20. Elevation on Culvert; street is four feet below grade. Elevation on culvert in Market street, marked 11.04, is one foot below grade. Monument corner of Straight and Cedar streets is 3.43 above grade."

Q Where did you get that map?

A First, I would like to call attention to the fact that the colorings are fixed by Mr. Ferguson; the side line is black and the center lines red in his tracing.

*Commissioner Hillery.* The legend said that side lines were in red.

*Witness.* Yes; I mentioned that because the red of the road was made and filed in the county clerk's office in Paterson. The side lines there are red and the center lines black to agree with the original map. This map was presumably destroyed by the fire, the original. We have traced this map and have blueprints of the tracing.

*Commissioner Donges.* Your original map was made by Mr. Ferguson in 1851?

*Mr. Minard.* Yes; this is a copy of the original map, since destroyed by fire. I understand this is the only copy of the map in existence?

*Witness.* Yes.

Q Just describe to the board how you got, or where you found this map, so as to establish its authenticity.

A I may get myself in trouble. I asked Mr. Ferguson, county engineer, if he knew of any such map. He said he had one, a copy of it, and he could get it over to his father's old office.

Q Who was his father?

A William Ferguson.

Q He was also city surveyor of Paterson?

A I presume so.

*Mr. Lewis.* I think he was at one time.

*Witness.* He traced this map, his father traced the map according to notation.

Q So the man you got it from was the son of the Ferguson signed on this map?

A No, sir. Mr. Ferguson said he was unable to locate it; after going over all the office files he could not locate the map and he must have loaned it to someone, he couldn't remember who. So I started around and inquired at the various engineer's offices in Paterson for a copy of the map spoken of by Mr. Ferguson; and I found it in the office of the city engineer, Mr. Harder.

Q Then did you take it from there?

A Mr. Harder loaned it to me.

Q This is it? (Indicating.)

A Yes.

*Mr. Lewis.* The city really furnished the information.

Q What is the arrangement about the return of the map?

A It is to be returned to Mr. Harder.

*Mr. Minard.* For that reason we have made a blueprint and would like to make the same ar-

rangement with this one as the other one. It is in the possession of the city and they can produce it at any time.

*Witness.* The understanding was we would retrace this map and make blueprints from the tracing, the object being to have a tracing from which we could make additional blueprints in order to duplicate that tracing so as to maintain one in existence.

Q You made the same notation?

A The same notation, an exact copy.

*Commissioner Donges.* It is an exact copy of this?

*Witness.* It is an exact copy, compared.

*Mr. Minard.* I ask that this be marked and we may offer the blue print.

*Commissioner Donges.* It may be marked as an exhibit and the blueprint offered.

(Original tracing marked Exhibit R-77.)

*Mr. Minard.* Do you want to cross examine?

*Mr. Lewis.* No.

GEORGE A. W. ACHENBACK, sworn on behalf of Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q Mr. Achenback, what is your address?

A Newark, New Jersey.

Q What is your profession?

A Attorney at law.

Q A member of the bar of New Jersey?

A Yes.

Q And your official connection now is what?

A I am connected with the general land and tax department of the Erie Railroad, subsidiaries and leased lines.

Q You have been conducting, with the assistance of Mr. Dawley, a record as to the history of the streets in Paterson?

A I have.

Q Where do you conduct your investigation?

A In the clerk's and register's offices of Essex County and in the clerk's and register's offices of Passaic County.

Q Why did you conduct it in Essex County?

A Because Passaic County was at one time part of Essex County.

Q During the period over which this investigation covered?

A Yes.

*Commissioner Donges.* When was Passaic County set off?

*Witness.* Passaic County was set off from Essex County in 1837, I believe.

Q A map has been offered here in evidence and refers to an ordinance of the city of Paterson; did you find any ordinance to which this map refers?

A I did.

Q Where is it?

A It is recorded in miscellaneous records in the Passaic County register's office.

Q Have you a certified copy of that?

A I have.

Q And this is it? (Indicating.)

A This is it.

*Mr. Minard.* I offer this in evidence.

*Commissioner Donges.* This is an ordinance of the city of Paterson?

*Mr. Minard.* Paterson.

*Witness.* It covers all the streets as laid out by the Allen map, which is made under the direction of council.

*Commissioner Donges.* Is there any objection, Mr. Lewis?

*Mr. Lewis.* No.

(Same is marked Exhibit R-78.)

Q I understand this ordinance vacated in Section One, something like seventy or eighty streets in the city of Paterson, did it not?

A It did.

Q Including all the streets then existing which are mentioned in this petition?

A Yes.

Q And after it vacated all the streets it proceeded then to relocate and relay out those streets according to this map which has been offered here in evidence? Is that right?

A Yes, it did.

Q Have you prepared a statement of the history of each of the streets mentioned in this proceeding and based upon the map of 1850 and the map of 1852, which we have offered here this morning, embracing the facts which you ascertained in your investigation?

A I have.

*Mr. Minard.* This is prepared in what we considered a convenient form to offer. We can examine him on each of the streets separately and give you the data at any length that you may desire, and perhaps Mr. Lewis will have some suggestion to make, or agree to go ahead with that—or just hand in this statement.

*Mr. Lewis.* I would suggest if the witness will identify this as being his report, it be submitted subject to our investigation.

*Mr. Minard.* All right.

*Commissioner Donges.* Offer it, and if Mr. Lewis has no objection—

Q Is this your report on that investigation?

A It is.

Q All the facts set forth in this statement are true?

A Yes.

Q The dates shown have been checked up and verified have they not?

A They have. In the case of each street mentioned I have certified copies of the returns.

Q What is this other paper?

A It is a certified copy of an ordinance entitled, "An ordinance providing for the taking up, vacating and relaying of Clay street in the city of Paterson, passed July 24, 1886, and recorded in Miscellaneous Record, Book B, page 78, of the Register's Office.

*Mr. Minard.* I will offer that in evidence.

*Mr. Lewis.* No objection.

*Commissioner Donges.* It may be admitted and marked.

(Same is marked Exhibit R-79.)

Q I notice in this report you refer frequently to the 1850 map; for instance, at the beginning of the statement regarding Clay street, it appears on the 1850 map; by that map do you mean the old map which we have introduced here this morning?

A Yes.

Q When you refer to the Allen map, as you do in cases, you refer to the second map introduced here this morning?

A I do.

*Commissioner Donges.* The summary of witness may be marked as an exhibit subject to verification and cross examination.

(Same is marked Exhibit R-80.)

Q I have a batch of returns. These are returns which you found in the county clerk's office, relating

to this situation, affected by this ordinance, is that right?

A Not all in connection with that ordinance. These returns are official returns of the courses and distances of each street as I found it, official returns used, in the vicinity of the right of way of the railroad company.

Q And the date of recording?

A Yes, sir; most of them refer to the Allen map of 1852.

Q Will you just read the title of those returns? I don't suppose you need to read anything else into the record.

*Commissioner Donges.* Let each be marked separately.

*Witness.* Certified copies of the returns of courses and distances of Madison avenue in the vicinity of Paterson between Main street and Erie Railway.

*Commissioner Donges.* There is no objection?

*Mr. Lewis.* No objection.

*Mr. Minard.* Is there a date when it is recorded; put in the date of recording.

*Commissioner Donges.* Then all may be marked.

*Mr. Lewis.* All are certified copies.

*Witness.* The date is March 27, 1871.

(Same is marked Exhibit R-81.)

*Witness.* Certified copy of returns and courses and distances of Straight street in the city of Paterson, dated October 20, 1852.

(Same is marked Exhibit R-82.)

*Witness.* Certified copy of returns and courses and distances of Clay street in the city of Paterson, dated February 11, 1870.

(Same is marked Exhibit R-83.)

*Witness.* Certified copy of returns and courses and distances of Clay street in the city of Paterson, dated July 14, 1856.

(Same is marked Exhibit R-84.)

*Witness.* Certified copy of return of courses and distances of Cedar street in the city of Paterson, dated October 20, 1852.

(Same is marked Exhibit R-85.)

Q Is the date of return and date of recording different?

A Well, the date of recording is subsequent to the date of return. In several cases the date of recording doesn't appear, just the date of return is given.

*Witness.* Certified copy of return of courses and distances of Market street in the city of Paterson, dated October 20, 1852.

(Same is marked Exhibit R-86.)

*Witness.* Certified copy of return of courses and distances of Willis street, which is now Park avenue, in the city of Paterson, dated October 20, 1852.

(Same is marked Exhibit R-87.)

*Witness.* Certified copy of return of courses and distances of Ellison street in the city of Paterson, dated October 20, 1852.

(Same is marked Exhibit R-88.)

*Witness.* Certified copy of return of courses and distances of East Van Houten street in the city of Paterson, now Van Houten street, dated October 20, 1852.

(Same is marked Exhibit R-89.)

*Witness.* Certified copy of return of courses and distances of Broadway in the city of Paterson, dated October 20, 1852.

(Same is marked Exhibit R-90.)

*Witness.* Certified copy of return of courses and distances of Fair street in the city of Paterson, dated October 20, 1852.

(Same is marked Exhibit R-91.)

*Witness.* Certified copy of return of courses and distances of Fair street in the East Ward, city of Paterson, between Bridge street and Straight street, dated March 7, 1864.

(Same is marked Exhibit R-92.)

*Witness.* Certified copy of return of courses and distances of Division street, now Hamilton avenue, east of Bridge street in the East Ward, city of Paterson, dated December 19, 1859.

(Same is marked Exhibit R-93.)

*Witness.* Certified copy of return of courses and distances of Division street, now Hamilton avenue, dated October 20, 1852.

(Same is marked Exhibit R-94.)

*Witness.* Certified copy of return of courses and distances of Lafayette street in the city of Paterson, dated October 20, 1852.

(Same is marked Exhibit R-95.)

*Witness.* Certified copy of return of courses and distances of Franklin street in the city of Paterson, dated February 11, 1870.

(Same is marked Exhibit R-96.)

*Witness.* Certified copy of return of courses and distances of Keen street in the city of Paterson, dated February 11, 1870.

(Same is marked Exhibit R-97.)

*Witness.* Certified copy of return of courses and distances of Warren street in the city of Paterson, dated February 11, 1870.

(Same is marked Exhibit R-98.)

*Witness.* Certified copy of return of courses

and distances of River street in the city of Paterson, dated October 20, 1852.

(Same is marked Exhibit R-99.)

*Witness.* Certified copy of return of courses and distances of Putnam street in the City of Paterson, dated February 11, 1870.

(Same is marked Exhibit R-100.)

Q What have you to say as to these returns being all the returns affecting the streets involved in this proceeding?

A The certified copy is the first return of the record covering the streets in the location of the right of way. There are subsequent layouts of these streets which change various courses and extend them.

Q Were there any that you were unable to find in checking these streets?

*Mr. Sommer.* Any original returns?

*Mr. Minard.* Yes.

Q Or if so, are they stated in there, any you weren't able to find?

A Any that I was unable to find are set forth in here (indicating).

Q Do you recall any now?

A No, I do not.

*Mr. Minard.* I ask permission to take the certified copies and have copies made for the different parties, for the city, and so on, which we haven't been able to get copied yet; the same as the ordinances.

*Commissioner Donges.* Very well.

Q When you speak of an ordinance in this resume of yours, or statement, do you refer to this ordinance here which we have offered in evidence, Exhibit R-78?

A I do.

*Mr. Minard.* Cross examine.

*Mr. Lewis.* No questions.

Q Wherever this statement of yours refers to maps other than the two maps offered in evidence to-day, is the statement based on your personal examination of those maps?

A It is. I have copies with me of two maps that are referred to in this statement.

Q They are on record?

A No, those two maps are not on record. Those are old maps that were found.

Q (*By Mr. Lewis.*) Do you refer to any maps except those maps in evidence now?

A With the exception of these two. These maps are entitled on the maps, property of John N. Terhune.

Q (*By Mr. Minard.*) Those maps haven't been recorded, and there is nothing to stamp them as official?

A No. They were maps I found in the office of the Erie Railroad Company.

Q Probably real estate sales maps?

A Yes.

Q (*By Mr. Lewis.*) Isn't the map of John N. Terhune on file in Passaic County?

A I couldn't find it, not this particular map.

Q (*By Mr. Minard.*) Your object in this matter was to get the earliest evidence of existing streets at their original laying out?

A It was.

*Mr. Minard.* That is all.

GEORGE A. W. ACHENBACK, recalled on behalf of Erie Railroad Company.

Q Mr. Achenback, on the 1850 map you found dotted lines?

A Yes.

Q What does that refer to?

A The dotted lines are merely proposed streets. I found from searching the title of the various properties through the Paterson & Hudson River Railroad

and the Paterson & Ramapo Railroad rights of way, those streets shown by dotted lines did not exist; there was no record in the surrogate's office or the clerk's office of those dotted lines.

Q The property description did not refer to them?

A No; just proposed streets.

*By Mr. Lewis.*

Q You merely concluded the dotted lines did not indicate streets because there was no reference to it?

A No reference in the deeds.

Q That is the only reason?

A The streets I found referred to in the deeds were shown in solid lines.

Q That is the only way you did reach that conclusion?

A Yes.

Q There was no reference in the deeds. How many deeds did you look over?

A I couldn't tell you the number; an enormous amount.

Q A great number?

A A great number, yes. I tried to cover all the property along the right of way, straight through the City of Paterson and outside the City of Paterson in Acquackanonk Township, which was at one time a part of Paterson. Practically all that property, or a great part I mean to say, was part of the Society of Useful Manufacturers. It is an interesting fact, in running down these records, a great majority of these deeds were not recorded until 1859.

Q (*By Mr. Minard.*) That indicates there were no sales of that property in the meanwhile?

A Practically none.

Q How many deeds did you examine, Mr. Achenback, approximately?

A I haven't any idea. I never counted them. I examined every deed.

Q Roughly speaking, ten or one hundred or fifty or sixty?

A I should say it was more like two hundred.

Q In all those cases you found you could rely on the 1850 maps where the solid lines were as showing streets, that description in the real estate deed referred to those as streets?

A I did.

Q All cases you noticed dotted lines in the 1850 map, the real estate abutted what would be those streets if they existed, did not mention it, is that right?

A I found in the 1850 map reference to descriptions as shown by the deeds very accurately.

Q In the solid lines?

A In the solid lines.

*Commissioner Donges.* Conveyances on those streets by name?

*Witness.* Yes.

*Commissioner Donges.* And you found no conveyances—no description in conveyances on streets marked by dotted lines?

*Witness.* I did not.

*Mr. Minard.* That is as far as we are prepared to go on to-day.

*Commissioner Donges.* There will be something further?

*Mr. Lewis.* The city now has a plan to submit, which isn't ready yet, of course. I think it would be agreeable to Mr. Hobart and Mr. Minard to meet some day in the future when we could tell about when we could submit the plan. Fix a day when you are ordinarily going to sit, and then we will appear and say when we will be ready to submit the plan.

*Mr. Hobart.* Mr. Merrey talked to me of that yesterday that he has some plan that was not

ready. I suggested to him, subject to the board's correction in the matter, that that might be done on the thirteenth of February. Just say what he would have to say, and they wouldn't have any testimony at that time.

*Commissioner Donges.* We could give your case a place now.

*Mr. Lewis.* We could say on February 13th.

*Commissioner Donges.* It is understood at that time that it will be necessary to take an adjournment.

*Mr. Lewis.* There will be no hearing?

*Commissioner Donges.* No hearing at that time.

Adjourned until Friday, February 13, 1914, at the Court House, Newark, N. J., at 10.30 o'clock A. M.

*Opening.*

## TENTH HEARING.

## BOARD OF PUBLIC UTILITY COMMISSIONERS

Newark, N. J., Thursday, May 21, 1914.

PETITION—PATERSON FOR ALTERATION OF GRADE CROSSING ON LINE OF ERIE RAILROAD COMPANY.

Before Commissioner Ralph W. E. Donges. F. H. Sommer, Esq., Counsel.

For the City of Paterson appears E. F. Merrey, Esq.

For the Erie Railroad appears George S. Hobart, Esq., and D. E. Minard, Esq.

For the Switch Owners Association appears W. B. Gourley, Esq.

*Mr. Merrey.* On behalf of the City of Paterson we intend to offer this morning a plan providing for the elimination of the grade crossings petitioned for by that city. We don't think it is our duty that we are obliged to submit a plan of this kind and we don't say it is the best plan that could be devised. However, it is a workable plan and it would be serviceable if the company desired to use it. If they can produce a better plan we would be delighted to have them do it and we only offer this as a suggestion to the commission as to what can be done.

*Commissioner Donges.* You offer it as a feasible and workable practical plan?

*Mr. Merrey.* Yes. We don't say the man who has prepared it has had the greatest experience in railroad work, we don't say the estimate we will give you as to the cost is an absolutely certain one. However, all these matters are open to criticism by the company, who have in their employ

a great number of engineers with long experience in this matter and also some experience probably as to the cost of doing the work, but we felt the hearing had come to a point where it would be well for us to offer such a plan as this as an assistance to the commission in solving this question and I make these remarks to show the character of plan we offer and the reason for which we offer it.

HENRY RYON, sworn on behalf of petitioner.

*Direct examination* by Mr. Merrey.

*Mr. Merrey.* A copy of the plan was furnished to counsel for the railroad company only a short time ago, within the last two or three days.

*Mr. Hobart.* Yesterday.

*Mr. Gourley.* I didn't get any at all.

*Mr. Merrey.* We will furnish Mr. Gourley with a blue print and will also furnish the commission with an extra copy, or if you say how many you desire—

*Commissioner Donges.* Two, I think, will be sufficient.

Q Mr. Ryon, what is your profession?
A Civil engineer.
Q How old are you?
A Thirty-four.
Q Have you graduated from any technical school or college?
A Cornell.
Q Have you a degree?
A A degree of C. E.
Q When did you get that?
A In 1905.
Q Have you had some experience in railroad work?
A I worked on the Erie for a short time.

Q Whereabouts?

A On the cut-off at Middletown.

Q What other work have you done?

A Principally municipal work, street paving, sewers and water works in different parts of the eastern section of the United States.

Q How long have you been engaged in that character of work?

A Since my graduation, about nine years.

Q Have you made a plan for the elevation of, or for the elimination of certain grade crossings in the City of Paterson on the line of the Erie?

A I made a survey of the present conditions and suggested the changes to eliminate the grade crossings.

Q Under whose supervision were you working?

A The supervision of the city engineer of Paterson, Mr. Harder.

Q What force did you have?

A There were three men working under me, an instrument man and two rod men.

Q Who was the instrument man?

A Mr. Fuller.

Q Is he a graduate of any school?

A I believe so.

Q I show you a series of blue prints fastened together and marked "Erie Railroad, Paterson, N. J., Present" and ask you what that is?

A That is a blue print map showing the present conditions of the Erie Railroad tracks through Paterson, New Jersey.

*Mr. Merrey.* I ask that be marked as an exhibit.

*Commissioner Donges.* It will be admitted and marked.

(Map marked Erie Railroad, Paterson, N. J., Present received and marked Exhibit P-45.)

Q I show you a second series, marked "Erie Railroad, Paterson, N. J., Proposed" and ask you what that is?

A That shows a proposed layout of the road to eliminate certain grade crossings.

*Mr. Merrey.* I ask that be marked.

*Commissioner Donges.* It will be admitted and marked.

(Map marked Erie Railroad, Paterson, N. J., Proposed, received and marked Exhibit P-46.)

Q I show you a third set of blue prints marked "Erie Railroad, Paterson, N. J., Profile"; what is that?

A That shows the profile of the present railroad as it is at present, also the proposed, on the same sheets.

*Mr. Merrey.* I ask that be marked.

*Commissioner Donges.* It will be admitted and marked.

(Map marked Erie Railroad, Paterson, N. J., Profile, received and marked Exhibit P-47.)

Q I ask you to explain the changes that you propose in these plans. Start at the south end of the city and proceed toward the northern end.

*Mr. Gourley.* May I ask how many plans there are?

*Mr. Merrey.* There is one plan.

Q I ask you if there are alternate plans included in this?

A There are alternate plans.

Q As I understand, there is a method by which the elevation could start nearer the center; instead of starting and taking in Madison avenue at the south end, it may just miss Madison avenue and start in where the Newark Line Railroad runs in?

A Yes.

Q And the larger plan includes running down to grade across the Passaic River at Hawthorne at the northern end?

A Yes.

Q The alternate plan running to grade in the vicinity of Fifth avenue?

A Yes.

Q (*By Commissioner Donges.*) Are the plans shown on separate sheets?

A On the same sheet.

*Mr. Merrey.* But it is cut into sections, I understand.

Q So each plan is easily distinguishable?

A The lines are made different, one in a dashed line and one in a dotted line.

Q (*By Mr. Merrey.*) Taking up the plan marked "Profile," since we start at the southern end of the city, Exhibit P-47; there is a line marked here "Profile," showing the present grade; it is a solid line with cross hatching; that is the present profile of the road as it now rnns?

A Yes, sir.

Q That runs through, your line shows from the city line at Crooks avenue?

A Yes.

Q The first sheet runs down as far as the point where the Newark Branch of the railroad joins the main line, that is so?

A Yes.

Q At a point near Gould avenue, breaking away from the profile, is another line which is a long dash line, underneath shaded with pencil, what is that?

A That shows the proposed grade for the elimination of the Madison avenue grade crossing.

Q I notice another line, a siding?

A That one shows a possibility of a siding reaching the Leslie Elliott Company.

Q (*By Mr. Minard.*) That is indicated slightly west of Thomas street on the map?

A Yes.

*Mr. Minard.* The southern end is known as east and the northern end is known as west?

*Commissioner Donges.* They are the railroad directions?

*Mr. Minard.* Yes.

Q (*By Mr. Merrey.*) You have marked where each street of the City of Paterson crosses this profile, have you not?

A Yes, sir.

Q Showing Grove street, Goshen street, Gould avenue, George street and Thomas street?

A Those are not necessarily physical crossings.

Q But show the position of the map of the city?

A Yes.

Q These streets mentioned there run to the right of way?

A Run to the right of way.

Q And I think, in the case of one, Gould avenue—

A Gould avenue, and I think Grove street have actual physical crossings.

Q When we go west and reach Madison avenue shown on the map, you have an elevation there; what is that?

A In order to avoid cutting too deeply with the railroad, the plan shows the street itself elevated to some extent, about twelve feet, I should say, roughly.

Q Below this profile line you have shown several street crossings that shows the physical condition going away from the railroad?

A Those show the profiles of the street running to the railroad, and in the case of Madison avenue and Crooks avenue, across the railroad.

Q And showing the elevation proposed for Madison avenue to carry it across?

A Yes, sir.

Q The alternate plan for the eastern end of the right of way is shown on this first sheet, is it not, of this exhibit we are considering?

A This sheet shows the elimination of Madison avenue by a cut. This cut will run out somewhere near the Newark branch.

Q On the west, and on the east it would run out?

A Out about Gould avenue. That would be entirely independent of the other elimination.

Q So the plan as proposed by you might be carried through either by making a cut for the railroad crossing where Madison avenue now is or by raising Madison avenue entirely?

A Leaving Madison avenue as a grade crossing, not eliminating it.

Q Marked on this map you have proposed, with a per cent. sign after them, along the profile; what is that?

A They give the per cent. of grade of the track.

Q It occurs on the present line, the present profile and the proposed one, does it not?

A Yes, sir.

Q So that under your plan the work may be done without making any change, on sheet 1, except on the western end of it?

A Yes, sir.

Q Taking up sheet two, proceeding there to the west; that shows on the west side of the sheet where the Newark branch comes in to the main line, joins the main line?

A Beginning about where the Newark branch comes in.

Q And also shows Straight street; is that part of the alternate plan or the plan itself?

A This would be necessary to all the plans.

Q How does it show Straight street treated?

A Straight street, the street itself is cut down and the railroad raised.

Q How deep, how much of a cut?

A The cut is about seven feet, I should say by looking at it. I can tell by scaling, the cut is about five and a half feet.

Q How much is the railroad raised at that point?

A About nine feet.

Q This sketch also shows the profile as at present and as proposed by you?

A Yes, sir.

Q And is indicated in the same way on all these sheets?

A Yes, sir.

Q Clay street; what is done at that point?

A Clay street is treated in the same manner as Straight, the street is cut about five or six feet and the track elevated about nine feet.

Q At Taylor street, I understand Taylor street is not now opened?

A No, sir.

Q You propose to open it, do you?

A I propose to open Taylor and close Cedar street.

Q Is that necessary for any reason?

A Not necessary, but convenient if the yard is to be kept where it is at present.

Q (*By Commissioner Donges.*) The railroad freight yard do you mean?

A The freight yard lies between Taylor and Market street.

Q (*By Mr. Merrey.*) That will appear more clearly, will it not, from the plan?

A It will show on the plan and shows here. We have got to come down from the main track elevated, to the yard at the present level, and if Cedar street is left where it is, it will give a shorter incline to come down.

Q How high would be the roadbed above the present grade at Taylor street?

A Eight feet.

Q How much below the present grade of the street will it be cut?

A There is no street there, you cannot exactly give that.

Q Comparing it—it is open however to the line of the railroad, is it not, at present?

A Yes.

Q How far will it be below the present grade of the railroad?

A Eight feet approximately.

Q Going down to Essex street?

A Essex street is the present overhead crossing, that is, the railroad goes over the street.

Q What do you do there?

A Simply raise the bridge.

Q How high would the bridge be raised at that point?

A Eleven feet.

Q Would there be any change made in the street itself?

A The idea was to widen out the street there. Essex street at present is very narrow.

Q Market street; what do you do there?

A The street is cut down a little less than three feet and the railroad rails raised sixteen feet.

Q Ellison street?

A Ellison street is cut a little less than a foot and the rails raised about sixteen feet.

Q Van Houten street?

A Is treated in the same manner as Ellison.

Q Broadway?

A Broadway, the same manner as Ellison, except that the cut for the street is approximately two feet and the raise of the railroad about fifteen feet.

Q Fair street?

A Fair street, the street is cut a little less than a foot and the railroad raised fifteen feet, about.

Q Hamilton avenue?

A In the same manner as Fair street.

Q Governor street?

A Governor street is at present an overhead crossing, the railroad goes over the street.

Q Any change made in the street anywheres?

A The street is not changed, the grades are simply raised.

Q How much?

A Seventeen feet.

Q Fulton street?

A Fulton street, the same as Governor, at present an overhead crossing.

Q Go onto sheet three. Montgomery street?

A Montgomery street is not opened across the railroad at present.

Q Do you open that street?

A That street is shown to be opened, Franklin street being closed.

Q How high is the railroad raised at this point?

A Seventeen feet.

Q At Lafayette street?

A At Lafayette street, the railroad is raised about fifteen feet and the street cut about four and a half feet.

Q That street is now opened, is it not?

A That street is now opened.

Q You intend to close Franklin street?

A Franklin street is shown closed.

Q Why do you show that?

A It was a little more convenient there, the way the tracks were laid out, and also due to the fact it gave a better distribution of streets to open Montgomery street and close Franklin street. Franklin street, according to the census given in the testimony before this commission has the least number of people crossing of any street in the city.

Q Keen street?

A The street is cut about one foot and the track elevated sixteen feet.

Q Warren street?

A Warren street is treated in the same manner as Keen.

Q River street?

A River street is cut three and a half feet and the tracks elevated fourteen feet.

Q From this point on you have two plans going to the west, have you?

A Yes, sir.

Q Take up plan one first; what do you do at Sixth avenue?

A Plan one cuts the street at Sixth avenue about eight feet and raises the railroad about seven feet.

*Mr. Minard.* I will call to the attention of the commission that those streets up there are not in this proceeding at all.

*Commissioner Donges.* Very well.

Q Fifth avenue?

A Is treated in the same manner as Sixth avenue, the street is cut nine feet and the railroad raise, I think, eight.

*Mr. Merrey.* Sixth avenue, although opened by city ordinance, is not actually opened, because the commission refused to the city permission to put in a grade crossing at that point. Fifth avenue is actually opened and used.

Q Would that plan call for changing the bridge across the Passaic river?

A This plan would necessitate the raising of the bridge across the Pasaic river.

Q How much?

A About seven feet.

Q Where would you run back to present grade?

A Strike present grade just a little east, you call it, of the New York and Susquehanna Railroad.

Q And the same distance west of the river?

A Yes, sir.

Q The second plan calls for what?

A The second plans runs from a little beyond River street directly down to present grade at Fifth avenue. It gives a grade on the railroad of almost one per cent.

Q Taking up the question of your plan, did you consider excavating, lowering below street levels?

A Not to any extent. It didn't seem to be feasible at reasonable expense. There is no way of lowering, for instance, the river bridge, and to go below grade in the main part of town would necessitate cutting out several of the intermediate streets.

Q And those are important streets, are they?

A Yes, sir.

Q Where does the road reach its highest elevation?

A Just east of Madison avenue at the Cooke Locomotive Works.

Q Where is it lowest?

A It is lowest, I think, at Keen street.

Q Probably lowest at the river, is it not?

A Lowest at the river, yes, sir.

Q Are there many hills below that, or is there a gradual slope from the river up to Madison avenue?

A Several breaks in grade.

Q What is about the average grade from the river to Madison avenue at the present time?

A About one-half of one per cent. I should say.

Q What is about the highest grade?

A The grade of 78/100%.

Q In your proposed plan, do you make a higher grade at any place than that?

A Yes, sir.

Q In the second plan you have I understand, you did not?

A In the second plan, in raising the bridge there is one grade of 95/100%.

Q If you were to lower the railroad considering the condition of things, you would strike level grades somewhere around Broadway, would you not?

A What do you mean by level grade?

Q You strike present grade again of the streets, about at Broadway?

A That would depend upon what method you took to depress.

Q You consider, you say, that it would be a very expensive proposition to cut instead of elevating the railroad?

A Yes, sir, practically impossible.

Q Take up the set of prints called present plan, Exhibit P-45; this shows a plan, does it, of the streets and railroad at present?

A Yes, sir.

Q Showing every switch and siding?

A To the best of my knowledge, yes, sir.

Q Where does it begin?

A Begins at Crooks avenue at the southern end of the city.

Q You have put a little insert on the sheet in order to show from Crooks avenue to Knickerbocker avenue?

A Yes, sir.

Q And then the main plan—

A The insert fits directly from the end of the main plan.

Q From Knickerbocker to about Iowa avenue?

A Yes, sir.

Q This is to the east of Madison avenue, is it not?

A Yes, sir.

Q Have you shown the outline of buildings near the right of way on this plan?

A Yes, sir.

Q Pass then to sheet two; that commences at Madison avenue does it, or Iowa avenue?

A A little below Madison avenue, yes, sir.

Q And runs on from there?

A Up to Clay street.

Q Or Straight street?

A Yes, sir.

Q That shows the Newark branch of the railroad coming in and joining the main line, does it not?

A Yes, sir.

Q It also shows a large yard?

A Yes, sir.

Q Do you interfere with that yard by your proposed plan in any way?

A We do to some extent at the northern end—at the western end, I believe, is the term used.

Q In what way do you interfere with it?

A Interfere with the ladder track at the north end of the classification yard.

Q The third sheet shows the right of way from Clay street at the west to Van Houten street in the east, does it not?

A Yes, sir.

Q And shows the present situation of buildings—

A Yes, sir.

Q Near the right of way, also the depot at Market street and the property marked Morris & Company, which I understand is owned by the railroad company?

A According to the right of way map,

Q And also the Fuller Express?

A Yes.

Q And the Hammond Beef Company?

A Yes.

*Mr. Merrey.* I understand it was testified, that was owned by the railroad.

Q Sheet four shows the present plan of the road from about at Van Houten street at the east to Warren street on the west?

A Yes, sir.

Q Showing the buildings in the vicinity outlined on the lots?

A Yes, sir.

Q Then passing to the next, sheet five shows the present condition from Warren street on the east to the Passaic River on the west?

A Yes, sir.

Q And the last sheet shows the Newark branch?

A Yes, sir.

Q And shows it there—you show there where it joins the main line on the west?

A It is actually the east end of the line, the west end is out at Hazel street.

Q (*By Commissioner Donges.*) For the purpose of your testimony you are following the railroad directions instead of actual directions?

*Mr. Merrey.* The last sheet is reversed, and what we have been calling the east is shown on the west side.

Q Taking up Exhibit P-46, does this show a plan of the road as it will be if the proposed changes are made?

A The suggested plan for eliminating certain grade crossings, yes, sir.

Q This begins the same as the old plan and each sheet corresponds to the same sheet in the old plan?

A Yes, sir.

Q Except in the alternate plan there is no change on sheet one of this exhibit, is there; the first alternate plan showing the elimination of Madison avenue?

A The only change on this plan is, that necessary for the elimination of the Madison avenue grade crossing.

Q Would there be any changes in switches or sidings?

A If the Madison avenue crossing were eliminated it would affect the Leslie Elliott Company's switch.

Q In what way?

A The cut at their building would be approximately nine and a half feet. They would either have

to abandon their siding or else lengthen it so as to come up to grade.

Q That can be done?

A That could be done by lengthening the switch.

Q Do you show the change on your plan?

A Yes, sir.

Q Where is that—that runs back to near Maryland avenue?

A Yes, sir.

Q Any other change made on this sheet?

A No, sir.

Q Take sheet two. Is there any change made on sheet two?

A On the plan eliminating Madison avenue it shows a cut up to the point marked cut-fill, about the centre of the sheet.

Q If you did not eliminate Madison avenue then there would be no change whatever east of that point?

A East of that line, no, sir.

Q The plan then contemplates the beginning of the elevation at that point?

A Yes, sir.

Q How much—do you elevate all the tracks, sidings and switches or principally the main track?

A Elevate the main tracks.

Q And your profile refers to the main tracks?

A Yes, sir; they also show some of the sidings, the principal sidings.

Q Is there any change made in this yard, shown on sheet two?

A One track is left out, one track on the side of the yard next to the main track, in order to get a back from the main track down to the present elevation.

Q Otherwise that yard is retained?

A No, the ladder at the north end is moved, so as to come up to the main track; it shortens the classification tracks.

Q Is there any change made in the Newark branch road?

A For a short distance in order to get down to grade. The Newark branch at present raises from the main tracks.

Q So it would be necessary to elevate it slightly to get it up to the contemplated grade of the main track?

A Yes, sir.

Q Is there any other change made in the vicinity of Clay street so far as it affects sidings?

A So far as it affects sidings; the siding of Robert McDonald is eliminated. That is necessary, because Straight street is cut down, no way of crossing the street.

Q The siding into the Commercial Lumber and Millwork Company?

A That could be gotten in. That would have to be depressed from the present elevation, on account of the cut in Clay steret.

Q Any changes of sidings into the Passaic Steel Company?

A They are not affected; they come off the Newark branch.

Q Are there any other sidings on this map affected in any way, this sheet two?

A No, sir; I believe not.

Q Is there any service to the Dexter Lambert & Company, shown here?

A They have no siding I know of.

Q Going to sheet three, starting on the western line, are there any changes made there? I notice another siding of Robert McDonald, that is not the same as mentioned on sheet two?

A That is not the same siding. I believe that name is different on the Erie map.

Q What name is on there?

A I have taken the name of the siding, it is the

same building. The name on the building is Robert McDonald; marked Zabriskie on the railroad map.

Q That siding is not interfered with?

A That siding will be interfered with. It will be necessary to raise it and probably relocate it, the same as all other sidings in the same block.

Q Between Clay and Taylor streets?

A Yes, sir.

Q That will refer to the one running into the Standard Oil Co.?

A The Standard Oil Company, the National Wood Company, M. Goble and C. Kelley.

Q Are there other sidings there?

A The present tracks serve all the properties at grade. They would have to be raised and relocated.

Q Will it make any change in the switch that runs into their property?

A Yes, sir, they cannot get down to grade.

Q I notice here west of Taylor street some more service to the Standard Oil Company; is that interfered with?

A It will necessitate their going across the house tracks of the freight house.

Q Any change made in the freight house?

A No change made in the freight house, except the tracks must be approached on a zig-zag instead of direct from the main tracks.

Q I notice a switch running from Greene street; any change?

A Not affected.

Q The siding to Samuel Smith & Sons Company?

A Not affected.

Q I notice a dotted line showing a building apparently marked Morris & Company; what is that?

A That is simply a suggested location for Morris & Company. In laying out the new depot, it eliminates Morris & Company's building.

Q They will have to seek a new location, and that is the suggested location.

A That is simply the suggested location.

Q Are there any other sidings affected on that side of the right of way, between Greene street—

A No siding, except the tracks of the yard will have to be rearranged.

Q Will it interfere with the service of this yard?

A Not materially; it may shorten their trackage.

Q Does it elevate it?

A Elevate it about a foot.

Q What change is made as far as James Wilson & Son is concerned?

A James Wilson will not be affected.

Q There is no service now to the Watson Machine Company?

A No, sir.

Q Nor to the Barnett mills or the Dale mills?

A No, sir.

Q Taking the other side of the right of way, McNab & Harlan have some service?

A The switch leading from the main track to their tracks will have to be lengthened in order to get down from the new grade to the present grade.

Q They can be served at present grade?

A Yes, sir.

Q The Graham Brewing Company, the Bon Arbor Chemical Company, the National Biscuit Company and McNab & Harlan's second place?

A All on the same plan.

Q The Paterson Consolidated Ice Company?

A All on the same siding.

Q All will be served as at present?

A Yes, sir, except the lengthening of the switch.

Q They will be served at the present grade?

A Yes, sir.

Q Most all their switches are in Ramapo avenue, are they not?

A I don't know whether that is a public street or not. It would be Ramapo avenue according to the maps.

Q Would the Standard Oil Company be served at the same grade?

A No, sir, cannot be.

Q Will the freight house be served at the same grade?

A Yes, sir.

Q Eastward, the other places along Ramapo avenue from Essex street to Market, are not served at the present time?

A They have no sidings.

Q I notice near Market street at a point about where the present passenger station is, you have marked "Fullers Express"?

A That is the same as Morris & Company, a possible location for Fullers Express Company. They will necessarily have to move because no siding can be put in for them.

Q Do you think it is possible to maintain the present depot with this elevation?

A There is a difficulty in maintaining the present depot at that location on account of the fact that no platform can be obtained on the east side of the track. The street is only twenty-five feet wide, and there is no possible means of having a platform on each side of the track. It would mean that all the passengers for westbound trains would have to walk across the track, walk across the track of the eastbound train to get to the train.

Q Where do you suggest for the depot?

A We have therefore located the depot on what in railroad direction is the west side of Market street.

Q Just change it across the street?

A Just across the street. That allows a platform on each side of the track and allows a rail between the tracks.

Q That is right at the point where the New York, Susquehanna & Western Railroad touches the Erie?

A Yes, sir, practically.

Q Right at their station?

A Right near their station.

Q There might possibly be a combination of stations there, might there not?

A It is possible, yes, sir.

Q That would cause the elimination of Morris & Company's present building?

A It would, yes, sir.

Q The right of way then at the west of Market street is not any greater than it is east?

A The right of way, no, sir.

Q But there is more room at the side towards Ramapo avenue, west of Market street?

A Yes, sir.

Q Will there be an interference with the service to the Paterson Beef Company?

A Yes, sir, that siding will be eliminated entirely.

Q How about the service to the Herrman Company and the Daisy Canned Goods?

A They can be served but would have to be served about fourteen or fifteen feet higher than the present elevation.

Q There is a mill marked Rodgers Mill, how would that be served?

A It will have to be eliminated, unless the building is reconstructed. At present the siding comes under the building.

*Mr. Merrey.* It isn't used at all, it is a vacant building now.

Q Sulzberger & Sons Company?

A In the same condition; it would be necessary to raise the siding about fifteen feet.

Q Passing on then to west of Van Houten street; there is no service between Van Houten street and Broadway?

A No, sir.

Q And none between Broadway and Fair street?

A No, sir.

Q A little west of Fair street there seems to be a siding running off to John Agnew Company?

A Yes, sir.

Q Is that changed?

A It would have to be raised.

Q That can be done without difficulty, can it not?

A I don't know about the difficulty, it would be necessary to raise the coal trestle.

Q And give them room for larger pockets if they raised it?

A They have no pockets there now, possibly could put pockets under them.

Q How much would it be raised?

A About ten feet.

Q There is another switch running off, is that part of the Agnew switch running near Governor street?

A Yes, sir.

Q That would have to be raised?

A Yes, sir.

Q And now elevated?

A About twenty feet.

Q That would have to be raised how much?

A That depends on the grade they would run into it on; probably raised about ten feet.

Q Any interference with the Brewing & Malting Company?

A That siding would be raised fourteen feet.

Q Would that interfere with the service to them?

A I don't know exactly what their requirements are.

Q Armstrong & Son?

A Armstrong & Son would have to be raised and put on a trestle. They are a coal yard, at grade now. That would be raised about fifteen or sixteen feet.

Q Fullerton & Company?

A Would have to be raised about sixteen feet, a meat house.

Q Leydecker?

A A grain house, would have to be raised about fifteen feet.

Q You have gone over the testimony given in this case by the various switch owners, have you not?

A Yes, sir.

Q And tried to accommodate their wants as well as you could?

A When it was possible.

Q There is a siding here to Armour & Company near Hamilton avenue; any change made there?

A That will not be affected if a long siding is put in to serve all the sidings along there.

Q Katz Brothers Brewing Company?

A The siding will be moved nearer the street. May make some difficulty in getting up there.

Q How high will it be raised?

A Not raised at all; pushed out thirteen feet nearer the street.

Q The Diamond Coal Company?

A The siding raised about five feet.

Q There is another one, the P. S. Van Kirk Company?

A The point of switch of that siding will be raised about two feet.

Q Will be served practically at the same level as they are now?

A Yes, sir.

Q One in to A. H. Smith?

A That will have to be raised, I think, about twelve feet.

Q Meyer & DeVogle?

A Meyer & DeVogle will be raised about fifteen feet.

Q That is a grain house?

A A grain house, yes, sir.

Q Is the Sipp Machine Company served at present?

A They have no siding.

Q Ashley & Bailey?

A No, sir.

Q Sheet five; I notice two switches into the Public Service Corporation between Putnam and Lyon street; are they interfered with?

A They will have to be altered somewhat in their line near the street.

Q There is a depot at River street, is it not?

A Yes, sir.

Q Called the River street depot?

A Yes, sir.

Q You make a change in that, do you?

A We simply raise the depot up and put a platform on each side of the tracks.

Q And one of those platforms interferes with the present freight station?

A Does not interfere with the present freight station, interferes with the siding running off to the Public Service Corporation.

Q That would have to be changed a little?

A Would have to change part of that siding.

Q They could be served at the same grade?

A Yes, sir.

Q The switch running into J. Van Den Hendel?

A Not affected at all.

Q Swift & Company?

A Not affected.

Q Henry M. Post?

A Not affected.

Q The National Silk Dyeing Company?

A The same as at present.

Q Ashley & Bailey?

A Not affected.

Q The Grasselli Chemical Company?

A The siding will be affected. It comes in at pres-

ent from the west and runs along the south side of their building. To reach them at present, would have to come in from the east and run along the east side of the building, and would necessitate some changes in their construction.

Q One shown running into Auger & Simon?

A There was one but it must be eliminated on account of the depression of Sixth avenue.

Q It is not used at the present time?

A The switch stand is not there.

Q They are to be changed up to the National Silk Dyeing Company?

A I believe it is the same concern.

Q The same concern and getting ready to change. The present switch you spoke of, Auger & Simon, has been abandoned, has it not, the one near Sixth avenue?

A From appearances it seems to be abandoned, yes, sir.

Q One running in here below the Center Paper & Box Company?

A That will be raised about four feet.

Q The service to the Weidman Silk Dyeing Company?

A Left at the same line, raised about seven feet.

Q Is there a switch into LaPat?

A A switch to that property.

Q Is that affected?

A Not materially; shifted a little to the east.

Q The Nicholson File Company?

A The switch would have to come in from the west instead of the east and raised about two feet.

Q On the same side of the road there is some service into the Weidman Silk Dyeing Company; a coal yard?

A The coal yard, yes, sir.

Q Any change in that?

A The switch where it leaves the main track will

be raised a little bit, the siding proper will not be affected.

Q West of Fifth avenue, there is one on the same side, to Weidman?

A Yes, sir.

Q Is that changed any?

A Raised about seven feet.

Q The Cooke Locomotive Company isn't changed any, is it?

A Not affected, they may have to rip-rap one of their banks to prevent it from sliding down.

Q The switch to Rogers Locomotive Company; is that affected in any way?

A No, sir.

Q That runs down Market street?

A That goes to the trolley tracks on Market street.

Q The National Biscuit Company, is that affected in any way?

A No, sir.

Q One marked E. M. Stiles on the company's map; is the one you had Commercial Lumber & Mill Work Company?

A Yes, sir.

Q There are two switches on the company's map, marked A. H. Smith. I think you only spoke of one; look at it and see if there is any change made in the second one?

A There is a switch to the north side of Franklin street, that will have to be raised about fourteen feet.

Q That is adjoining Fullerton Company?

A Next to Fullerton Company, marked on the Erie map as A. H. Smith.

Q Where is the switch of the Passaic Water Company?

A They are down near the storage yards.

Q Is that interfered with?

A No, sir.

Q The Hamilton Lumber Company?

A Down near the storage yard, not interfered with.

Q The one you referred to as Van Kirk?

A The point of junction with the main track is raised about two feet, gives them a little steeper grade.

Q The Paterson Vehicle Company, that is practically eliminated?

A Eliminated, yes, sir.

Q Did you refer to the switch of Swift & Company?

A Yes, sir; not affected.

Q The one referred to on the company's maps as Southerland & Edwards Company; is that affected?

A No, sir.

Q There is a switch into Puglia & Gramatica?

A Down near the storage yard, not affected.

Q The Paterson Consolidated Ice Company?

A On the same switch as McNab & Harlan, not affected.

Q Van Winkle, Bromley Lumber Company?

A That is on the Newark branch.

Q East of Main street?

A Near Main street.

Q Is that affected?

A The Newark branch is not affected, no, sir.

Q The Waldo Silk Ribbon Company, do you know where that is?

A I mentioned that before.

Q That is not affected, is it?

A It is raised about four feet.

Q Have you made up any estimate of the quantities of excavation and other work that would be necessary in connection with this change?

A Yes, sir, we took all the quantities of excavation, fill and concreting and other material.

Q That is a matter with which you are quite familiar?

A Yes, sir.

Q Did you attempt to get the cost of this work in any way?

A We used unit prices to figure out approximate cost.

Q Where did you get those unit prices?

A Most of the prices were taken from the city engineer's office, for similar work around the City of Paterson.

Q Mr. Harder?

A Yes, sir.

Q Any other unit prices taken from similar work of this kind?

A The prices for bridges were taken from reported contracts and the same with some of the track work.

Q Did you take the price for any similar work of this character?

A We compared them with the reported prices for the elevation of the P. & R. in Philadelphia.

Q How long ago was that done?

A About three or four years, if I remember rightly.

Q Have you made up an estimate as to the cost of this work?

A Yes, sir, on that basis.

Q Will you produce it for us? Have you a summary there of the cost of the work?

A Yes, sir.

Q How is it made up?

A Made up in sections, from street to street, giving the cost, that is the estimated cost approximately, of the railroad work and street work and the total.

Q For your complete plan, what is the estimate?

A A total of $2,587,000.

Q That is made up for railroad work, how much?

A $2,302,850, and the street work about $284,000.

Q If you were to leave Fifth avenue at the present grade?

*Commissioner Donges.* Is this under plan one or plan two?

*Witness.* This is a complete summary, that includes the elimination of Madison and Fifth avenue and the raising of the bridge.

Q Have you made an estimate of the plan leaving Fifth avenue at grade?

A Yes, sir.

Q How much is that?

A The total is $2,351,000.

Q Leaving both Fifth avenue and Madison avenue at grade, the total?

A $2,038,000.

Q The plan leaving Madison avenue at grade but raising Fifth avenue?

A $2,273,000. That is round numbers, does not include the smaller figures.

Q Does this include property damage or operating cost due to interference with present schedules?

A No, sir.

Q Under the plan, will there be much property damage?

A That is a thing I am not competent to state.

Q The change of grades of streets is very little?

A The streets are cut in some instances but to no large extent.

Q You have the summary there and the detail?

A I have a detailed estimate.

*Mr. Merrey.* I would like to offer this summary and also the detail, and as this one is in pencil, I would like to take it with me and furnish you and the other side with a copy of it.

*Commissioner Donges.* Very well.

*Mr. Merrey.* I offer them now in evidence.

(Summary, cost of elevation, Erie Railroad, Paterson, N. J., and detail, received and marked Exhibit P-48.)

*Commissioner Donges.* A typewritten copy will be substituted.

*Mr. Merrey.* Yes, we will furnish them with that.

*Mr. Hobart.* If the commission please, it is quite obvious this is a matter of great magnitude, costing over two million dollars at least. Mr. Merrey was good enough to furnish us with a copy of the plans but our engineers did not get them until four o'clock yesterday. They made a hurried examination in the short time they had. This is the first time we saw the estimates at all and a matter of such great importance to both the railroad and the city, I was going to make the suggestion that it would seem to be proper that we might delay the cross examination until our engineers have had an opportunity to make a study of this situation. It is a matter of vital importance, it is very important, and I make a somewhat unusual request for that reason.

*Commissioner Donges.* It seems as if it is a reasonable request, under the circumstances.

*Mr. Gourley.* I have not seen them until this morning.

H. J. HARDER, recalled on behalf of petitioner.

*Direct examination* by Mr. Merrey.

Q Mr. Harder, have you examined these estimates made by Mr. Ryon?

A Yes, sir.

Q The unit prices there, are they, what can you say about them?

A Do you mean how they were arrived at?

Q No, the unit price per yard and so on, for excavating; from your experience, are they fair prices?

A They are fair prices, in fact, they are a little larger than we have been paying for similar class of work.

Q You do a great deal of excavating, concreting and filling, do you not?

A Yes.

Q Building walls and so on?

A Yes.

Q Work of this character, outside of the bridge work?

A Yes.

Q You say these prices are high as compared with what the city has been paying for similar work?

A Yes, the prices were used in that way, so as to make the estimate on the safe side.

Q (*By Commissioner Donges.*) In your judgment they are higher generally than probably would be paid for the work?

A Yes.

Q (*By Mr. Merrey.*) For instance, I notice there we have on cut, $2 a yard?

A That is a rock cut in that section.

Q A concrete wall, $7.50?

A Yes, the last concrete wall we built was $6.50, around the cemetery.

Q You have gone over all these prices submitted by Mr. Ryon?

A Yes, sir.

Q And you think they are high enough to be on the safe side in estimating the work?

A Yes, sir.

*Cross examination* by Mr. Hobart.

Q Mr. Harder, you have not included in the estimates, any allowance at all for property damage?

A No, sir.

Q Have you made any such estimate?

A No, sir.

Q Haven't gone into that feature of it at all?

A No, sir.

Q You have not included any allowance for operating cost by reason of interference; anything of that kind?

A No, sir, I didn't think we were competent to arrive at that.

Q You never had any experience in that particular line?

A No, not in that line of engineering.

Q (*By Mr. Merrey.*) As far as property damage is concerned, will that amount to much?

A What I was going to say—

Q You are familiar with the expense, the property damage, and grading of streets, are you not?

A You refer to the change of grade of streets? These grades of streets are not changed materially except in one or two cases.

Q The city is constantly engaged in changing grades of streets, grading and filling?

A Yes.

Q And you are very familiar with the amounts allowed for that, are you not?

A Yes, we have done a lot of that work.

Q You are familiar with this plan as to the amount of changes of grade. Is there any material damage done to property by the change of grade?

A As I said, only in one or two cases where the grade is changed.

Q So far as the grade of street is concerned, the amount of damage is very small?

A I think it would be slight from that source.

Q Can you imagine any other kind of property damage done here by this plan?

A No, I don't know of any other.

Q (*By Mr. Hobart.*) You said you had not made any estimate of the property damage, and I understand now from Mr. Merrey's examination, that you

referred particularly to property damage due to the grade of streets. May I ask if you have included in these estimates any allowance for damage to the property of sidings, and owners of sidings, due to necessary changes in the sidings?

A No, those figures show—the first column here shows, the cost of the work to be done on the railroad, the second column shows the cost of the work to be done on the street. What the damages would be to property facing on the streets where these changes were made, I don't know. I could not arrive at that.

Q You have not attempted to figure out at present, what the damage would be in case certain sidings were eliminated?

A No.

Q Such as damage to business by reason of the elimination of the sidings?

A No, I could not arrive at that.

Q And haven't attempted to figure how much it would cost to make the changes in the sidings to conform with the new change in the railroad?

A That is all in the statement, the cost of making the changes of sidings.

Q All charged to the railroad?

A The statement of what we estimated it would cost.

Q Is it separated from the cost of the main line tracks?

A Yes, sir.

Q That appears?

A Yes, sir, that will all appear in this statement.

Q (*By Commissioner Donges.*) In the detail?

A Yes, sir.

Q (*By Mr. Hobart.*) Have you included in that any allowance for any necessary changes that might have to be made in the buildings of the various owners of these sidings?

A No, it was the cost of the sidings.

Q Just the siding alone?

A Just the cost of the siding.

Q Whatever buildings of the railroad company are changed, there is an allowance made for?

A Yes. You mean buildings like the Rodgers building spoken of?

Q Yes?

A No, no allowance for that.

Q Have you a detail there of the necessary changes in the Market Street Station of the Erie Railroad Company?

A It is in a lump sum.

Q How much is it? On the summary it shows $140,000 for depot? Mr. Harder, do I understand that this estimate of $140,000 for the depot includes both the Market street and River street depot; is that your understanding?

A Mr. Ryon made those estimates. It does.

*Mr. Hobart.* We may want to ask Mr. Harder some further questions at the next hearing. With that understanding, I think we will not go any further at this time.

Adjourned until Thursday, June 18th, at Kinney Building, Newark, at 10.30 A. M.

ELEVENTH HEARING.

BOARD OF PUBLIC UTILITY COMMISSIONERS.

Newark, N. J., Thursday, July 9th, 1914.

PATERSON GRADE CROSSING ELIMINATION, ERIE RAILROAD.

Before Commissioner R. W. E. Donges.
F. H. Sommer, Esq., Counsel.
For petitioner appears E. F. Merrey, Esq.
For respondent appears G. S. Hobart, Esq.
For switch owners appears W. B. Gourley, Esq.

*Mr. Hobart.* At the last hearing I believe it was understood that we might have an opportunity to cross examine the city's engineer if we so desired. We have considered that question further and have decided not to cross examine.

*Mr. Gourley.* I have no questions.

*Commissioner Donges.* Is there anything further you wish to offer?

*Mr. Merrey.* No, sir.

*Mr. Gourley.* I would say on behalf of the switch owners I understood from the attorney of the Erie Railroad that his witnesses would take the greater part of the day. I will ask a further time when I may be heard.

*Commissioner Donges.* Yes.

W. H. BRAMELD resumes the stand on behalf of respondent.

*Mr. Hobart.* He had been sworn in this case.

*Direct examination* by Mr. Hobart.

Q You have already been sworn in this case?
A Yes, sir.
Q I believe you have already given your experience in the line of grade crossing work?

A Yes.

Q I will ask you whether or not you have examined the plans and the scheme of elimination of the grade crossings in the City of Paterson as proposed by the engineer of the city at the last hearing in this matter?

A I have.

Q When did you receive the detailed report of the estimates and plans?

A I can tell you exactly from my correspondence.

*Mr. Merrey.* I presume that don't make any difference.

*Mr. Hobart.* I want to show how much time was spent on it.

*Mr. Merrey.* I think the results would show the time taken.

*Commissioner Donges.* We will permit him to state.

A I received it on June 24th.

Q And since that time how much time have you spent in the examination of the plans and estimates?

A Considerable. All that I could possibly get in and keep my regular work going, which probably amounted to several hours a day.

Q Now, will you kindly examine the plans which you have before you and refer to them in the course of your further testimony? I will ask you first with special reference to the profile plans; have you examined the profile plans with special reference to see whether it was a completed plan or otherwise?

A I have.

Q With what result?

A There are various changes which I think will have to be made.

Q Will you kindly take those up in detail as you examined them?

A In the first place, the profile—in investigating the plan the profile doesn't indicate, I do not believe,

the base of rail or top of rail which the profile shows. Of course, that would vary the floor depth that they show on the bridges.

Q What difference would it make?

A Probably five or six inches in the floor depth and the plan scale and figures of three feet floor depth, which would be a proper floor depth in most instances if the figures were on the base of rail, the clearance line of three feet from top of rail would only leave two feet six inches; it would not be sufficient to give a solid waterproof floor bridge.

Q Three feet is the recognized standard length?

A Usual depth where no other complications we would adopt as a standard and we are putting them in at that.

Q With particular reference to the depression of the tracks at and near Madison avenue, what have you to say as to that?

A As to the profile, I believe that most of the excavation will be in solid rock. That being the case, it is rather expensive. I believe it is possible to eliminate Madison avenue at much less expense by leaving the tracks as they are and raising the street entirely over the railroad.

Q In other words, elevating the street instead of depressing the tracks?

A Yes. In doing that I believe it is more advisable to move the crossing further west. The land is undeveloped on both sides and using a five per cent. grade would probably land you out the same place with the approaches, as they do with two and three per cent. grade they show; but by moving it further west the traffic, where the trolley is now, would go along just the same and it wouldn't disturb the general trend of traffic, only across the railroad track, but I believe it could be moved further west and I believe it could be done at considerable less expense. Roughly, I figured that several years ago, and according to my recollec-

tion I don't believe it would come to more than $100,000 or $110,000.

Q Which is much less than the method proposed by the city?

A Yes.

*Mr. Merrey.* There are two methods.

*Witness.* For Madison avenue?

*Mr. Merrey.* Yes.

*Witness.* Not on the plan.

*Mr. Merrey.* One lets it alone.

*Mr. Hobart.* We were speaking of depression.

Q Of course, if you leave the crossing there it wouldn't be any expense to anybody, would it?

A No, sir.

Q (*By Mr. Merrey.*) Did you say the property was undeveloped on both sides?

A Both sides west of the railroad; the west side where the new viaduct would go.

Q Both sides of the railroad or both sides of the avenue?

A No, both sides of the railroad; parallel to the avenue on the westerly side the property isn't built up, just vacant lots.

Q It is built on the easterly side?

A Easterly side, the locomotive works and a dwelling.

Q (*By Mr. Hobart.*) Is the five per cent. grade of the street anything unusual or out of the ordinary?

A No.

Q For the street purposes do you think the modified plan you propose would answer the same purpose as the city plan for depression?

A I believe so, yes.

Q Now, calling your attention further to Madison avenue, what distance, according to the plan, was provided from the centre of the track to the side of the wall?

A The plan shows nine feet six inches.

Q That is for depression?

A For the depression.

Q What have you to say whether it is sufficient or not, and if not, why not?

A I do not consider it sufficient to accommodate the drainage; putting a track in a rock cut, naturally all the drainage will follow along the track and a cut the length of this will accumulate considerable water. I believe sufficient room should be left for a ditch, probably between eleven and twelve feet and also the track into the locomotive works, and also the approach of the track to the Leslie Elliott Company's' property. The distance from the centre of the track to the outside wall is shown as seven feet; with the railing that would have to be erected on the wall to protect the switchman, it would probably take six inches from that; considering a car ten feet wide would only leave one foot six inches for the switchman to do work between the railing and the car, which I don't think is sufficient.

Q Why is that insufficient? Unsafe?

A Unsafe.

Q With further reference to Madison avenue, what is the clearance as indicated on the plan of depression?

A The clearance is indicated as twenty feet for the under side of the bridge, but I, on account of not knowing whether the profile shows the top of the rail or base of the rail—our standard is twenty-two feet above base of the rail, the under side of the bridge.

Q That is twenty-two feet of clear space between the base of the rail—

A Base of the rail and under side of the bridge, the clearance for steam territory, and twenty-four feet six inches for electrified territory.

Q So, if we ever have a trolley line at that point the clearance should be even more?

A If the railroad company should be electrified it should be more.

Q Referring to the section on the Newark branch junction shown by these plans, what would be the effect of the carrying out of the plan as proposed with reference to the track of the Newark branch at the west of Clay street?

A That eliminates one track from Newark branch junction into the yard west of Clay street.

Q And about what would be the length of track that would thus be eliminated? Have you figured that?

A No, only between those two points. Probably twelve hundred or thirteen hundred feet.

Q Now, referring to the same neighborhood, I would like to ask, the property on the other side is Robert McDonald's?

A The property of Robert McDonald's, as testified by the city engineer, is eliminated.

Q Now, referring to the profile map again with reference to the sidings east of Straight street, what have you to say as to the clearance as shown on the profile map?

A Evidently the profile is drawn without any provision for a vertical curve; the grade being shown as starting at about the point of the frog on a change of grade of one per cent. for one track and two per cent. for another. It is absolutely necessary to provide room for a vertical curve.

Q Why is that necessary?

A On account of the cars uncoupling.

Q Well, on the map as it stands, could the cars be operated?

A No, they would break apart. This train would break apart just as you went over the joint.

*Mr. Merrey.* If the commission please, I make this objection at this time so we may save time. The witness is starting to criticize a preliminary set of plans as if they were working drawing plans for the construction. Little details of this kind are expected to be intelligently worked out in the

working drawing. It seems to me we shouldn't go into inconsequential details. From the amount of notes the witness has before him, it will take several days. As the commission's time is limited, too, and this will be protracted over months, we object to that.

*Commissioner Donges.* If you mean that the objections or criticisms of this witness are directed to those things which occur to him as he found them in the plan submitted by the city, I don't see how very well, in view of the fact that the city submitted the plan in the first place as a workable preliminary plan at any rate, we should say to this witness he could not point out what appears to him as defects. Particularly as this commission outlined the plan to be adopted if the grades were to be separated at this point, it must have the benefit of all suggestions it can get.

Suppose the commission should conclude the grades should be separated and should adopt the plan submitted by the City of Paterson—

*Mr. Merrey.* I don't' pretend this is a working plan. It is a scheme that an architect who, wishing to make the plan of a house, would leave the details of the ornaments and so forth to be worked out. The witness says in going around a curve one track is a little higher than the other.

*Witness.* No.

*Mr. Merrey.* That isn't the fact.

*Mr. Hobart.* He says he can't operate over it.

*Commissioner Donges.* I think that proper examination, but we hope it won't be more extended than necessary and matters that would properly be taken up in working plans will not be covered more than necessary.

*Mr. Hobart.* That is the whole purpose of the examination. If we had more time we would find more criticisms. These occur at first blush.

Q Now referring to the plan for the change of grade of the main tracks and side tracks at the west end of Clay street bridge, is there any difficulty there in regard to vertical curves?

A Yes.

Q What is the trouble?

A West end of Taylor street bridge?

Q Clay street?

A Yes; the main track there is a five-tenths grade, in fact a level grade across the bridge, without provision for a vertical curve. None is provided.

Q None is provided on the face of the map?

A No. In providing that vertical curve it would be necessary either to lower the street a little more or raise the tracks west of this point.

Q In regard to Taylor street, is there any similar difficulty there?

A Yes, on the siding to the yard there is very little—the break in grade doesn't start exactly at the bridge, but it does start sufficiently away to get a vertical curve. The easterly side of Taylor street, the siding profile to the warehouse shows it runs down a two per cent. grade and coming across the bridge the scale is approximately three-tenths on the siding there, which means a change of 2.7 per cent. grade and there is an approximate allowance of about forty feet. I think for a 2.7 per cent. change of grade a vertical curve of almost in the neighborhood of 400 feet on the vortex where the siding grade meets the warehouse grade would be 200 feet, from the point they show it, which would necessarily raise the siding to a considerable greater height than shown, probably three or four feet, which would keep the tracks up so high at Clay street they couldn't get across to the Commercial Lumber Company. It is practically cutting out the Commercial Lumber Company. That would show the necessity for considerable vertical

curve on the grade on account of the complications that might arise with the siding.

Q You say the curve, as it is shown on the map, is only forty feet, where it should be four hundred.

A It is shown about forty feet and it should be almost four hundred.

Q Referring to the plan for Straight and Clay streets, have you any suggestions to make as to the elimination of those crossings?

A Why, as near as I can tell from scaling the map, using the profile—as the profile of Straight street and using the plan and scaling from that, working according to that profile would give an underclearance to the clearance line of the outside girder of only eleven feet five and one-eighth inches instead of thirteen feet, the clearance shown. The tracks must be raised to change the eleven feet five and one-eighth inches, or the street south of the tracks lowered the same amount to provide the thirteen-foot underclearance as shown; this would make the cut at the corner of Straight street and Clay street, instead of 1.8 feet between four and five feet, and the grades run out considerably further than shown on the plan.

Q Have you examined those plans and have you examined the ground also with a view to see whether it is practicable to combine those two streets, Straight and Clay streets, instead of having them separated?

A I haven't made a thorough examination. From my knowledge of the situation I believe the proper thing would be to combine Straight and Clay streets into one crossing.

Q Would that be less expensive?

A I haven't figured it out. In my opinion, yes.

Q Would it have any material effect, as far as you can tell from your examination on the ground, on the traffic of the street?

A Not serious, no.

Q Turning to the siding that leads to McNab & Harlin, what have you to say about that?

A The vertical curve situation is the same here as at the other siding. There has been no provision made for the vertical curve; the grade showing a drop of two per cent. practically from the frog, which we couldn't operate, and to put in the proper vertical curve would raise the siding and move the present connection with the lower siding further east.

Q As it stands on the plan is it at all practicable or feasible?

A No. It could be made to operate by making allowance for a vertical curve, raising the grade and increasing the cost of the work. Also the same criticism would apply to this siding and also the approach from the main track to the yard, the present siding at Market street station. That is only allowing seven feet from the center of the track to the outside of the wall and leave, by putting a railing would take off six inches, leave about eighteen inches for the purposes of the man standing alongside the track for doing switching.

Q Is there room enough to build a siding and get the standard clearance?

A No, I don't believe so. You would have to give concessions. You couldn't get the standard, but it would be a tight squeeze to get it in.

Q What is the standard clearance?

A Our standard clearance is—that is, the width of the road is nine foot six inches from the center of the track. But if you take a car five feet from the center of the track to the outside of the car, and a man ought to have at least three feet to stand for switching, uncoupling and making switches, which would make eight feet, and six inches, then I don't think there ought to be less than eight feet six inches;

there should be nine feet, if you could get it. The suggestion made that we have that same situation at other places; that is no reason why we should perpetuate and increase the number of dangerous spots on the railroad.

Q We are trying to get rid of those dangerous places as far as practicable.

A Wherever we do new work we try to make the work so it will be safe for the men to work in.

Q What did you say the standard clearance was?

A Our standard clearance is nine feet six inches from the center of the track.

Q Now, referring to Taylor street, I call your attention that according to the plan there appears to be a five-tenths grade on the approach to Taylor street on Railroad avenue. Is it necessary to have that kind of a grade for the street?

A The only reason for using it might be for the purpose of drainage, avoiding putting in a sewer. It seems to me it would damage the property more than if you put a five per cent. grade and had a short approach instead of a long approach.

Q (*By Mr. Merrey.*) You said five-tenths. It is five per cent., isn't it?

A No, this is on Railroad avenue. On Railroad avenue shown on the plan, not the profile. It is on Railroad avenue, the approach to Taylor street at Railroad avenue; it doesn't show on this profile; it is indicated on the plan.

Q (*By Mr. Hobart.*) Of course, if you use a heavier grade there is just that much less property affected?

A Yes, that much less work.

Q I see on your memoranda a reference to Rodgers Mill siding. Which siding is that?

A On Van Houten street.

Q Is there any provision made for taking care of that siding?

A No.

Q As far as the plan indicates. I want to call your attention to the fact that there is no allowance for a vertical curve in the neighborhood of Ellison street; what have you to say about that?

A No allowance for a vertical curve in main tracks at Ellison street, the break in grade being shown at edge of bridge.

Q What you have already said in regard to the other vertical curves applies to this location?

A To get a vertical curve you must raise one grade or the other, or lower one grade. It will change the elevation of the tracks, or lower the streets, to get the proper vertical curve to operate.

Q You have testified that they haven't any allowance for a vertical curve at Lafayette street?

A No.

Q You didn't find any such?

A No, I find, in general, there has been no provision made for a vertical curve throughout.

Q Referring to Van Houten street, what is the clearance provided for according to the plan?

A Fourteen feet.

Q Is that more or less than is really necessary?

A I believe it is more. There is no trolley road that uses Van Houten street. Thirteen feet is used for Ellison street, I believe. Thirteen for Ellison street and fourteen for Van Houten.

Q Is there any difference in the cost if you used one or the other?

A Well, it would probably cheapen the city's work. It would increase our work on account of higher abutments and also on account of the amount of excavation that has to be taken out of the street.

It would increase a little, lengthen the pavement and curve. It is not a serious matter.

Q That is a matter that could be obviated without much difficulty. Referring to the team track between Lafayette street and Franklin street?

A That used to be A. H. Smith's siding. I understand we use it as a public siding now. It is between Lafayette street and the next street west.

Q Franklin street?

A Franklin street. We probably couldn't use it on any plan of elevation.

Q Do you know whether it is on the right of way?

A It is on the right of way.

*Mr. Merrey.* What is the number?

*Witness.* On A. H. Smith. I haven't the map.

*Mr. Hobart.* Twenty-nine, I think.

Q The plan apparently provides for raising that a certain number of feet. Would it be practicable to make deliveries as you do now in case it was raised?

A No, they couldn't use it. The plan showing the siding runs off the property of Mr. Smith, but he doesn't use it very much now. We couldn't use it as a public siding as we do now. It depends on whether the owner wants to go back in the coal business or not whether he would want that siding put in.

Q Now, referring to the provision according to the plan for the platform at River street, have you any suggestion to make as to the length of the platform at that point?

A The platform was about six hundred feet. I think we should have eight hundred feet.

Q Why?

A Practically the length of the train. We stop the same length at River street as Market street, twelve or thirteen cars in a train and the platform wouldn't be long enough. People would have to walk through the train to get off at the platform.

Q Or get off in the ditch?

A Yes.

Q Or climb on the wall. Now, referring particularly to the plan described as Plan No. 1, with reference to the locality west of River street; what have you to say of the provision for a vertical curve and siding?

A As I said before, there is practically no provision made for vertical curves at any of these sidings. The same applies, I believe, to all.

*Mr. Merrey.* We admit that. We say that is a detail to be worked out with the construction and it makes very little difference.

*Mr. Hobart.* It is a very important detail.

*Mr. Merrey.* We simply say there is no provision made for vertical curves. It may be an inconsequential thing even in your mind; it may mean a change of grade of half an inch or an inch, in some places it may mean more.

*Mr. Hobart.* You admit the plan in that respect at least is defective and impracticable?

*Mr. Merrey.* No, we say that is a matter of construction.

*Commissioner Donges.* You say the plan don't deal with that question?

*Mr. Merrey.* It is a matter that isn't dealt with in the plan in this case; a mere matter of working out. They will find when their own plans are drawn there are some little details to be worked out afterward.

Q For Mr. Merrey's benefit, won't you tell us just what a vertical curve is?

A A vertical curve is an easement curve where there is a change in the grade.

Q (*By Mr. Gourley.*) Will you please explain the explanation?

A If I had a diagram I could show you here. You

have a grade here and coming this way (indicating); you have a peak and summit. I think if you rode your automobile over that you would probably feel something if it was excessive. If we ride cars over that one box car is this way (indicating) and one box car that way (indicating). Naturally it has a tendency to pull off the couplings. There is a certain amount of play. I put in some vertical curves at Buffalo using a rate of change of three-tenths, a change of three-tenths grade in one hundred feet. The last time we went over there a freight conductor told me he pulled trains apart every day getting over.

Q (*By Mr. Hobart.*) You make the approach up and the descent down of each grade as easy as possible?

A If there is an excessive change at one point you break the train apart, the coupling.

Q Instead of a vertical angle you make a vertical curve, ease it off?

A Yes. You build them on the highway. They are more necessary on a highway than a railroad.

Q Now looking at the plan the other siding is the Waldo Silk Ribbon Company?

A That is a siding on the right of way.

*Mr. Merrey.* If you will refer to the number it will indicate it on the record better.

*Mr. Hobart.* Number 57.

*Witness.* Both 56 and 57. I believe the Center Paper & Box Company, they use the same mill. I don't know positively. They do drive now parallel to the railroad and up to this mill. I don't know whether the road is used as a public street or not. If it is laid out as a public street to raise it that way four feet you have to grade up and down both sides.

*Mr. Merrey.* It isn't a public street.

*Witness.* Then you have to raise on a full

about four feet high. If it is not a public street, you can do anything you want.

*Mr. Merrey.* It isn't a public street. Waite street stops just east, comes to that property.

*Witness.* If it isn't a public street you can do anything to the siding.

Q Now, then, there is another siding which you have indicated on your memorandum as being east of Fifth avenue. Do you know which one that is?

A The one into Nicholson's file works.

Q What have you to say of the proposed plan of that siding?

A Scaling from the map indicates a two per cent. grade starting down in the middle of the turnout. That is the same criticism of the vertical curve; they will have to change the elevation of those sidings to put in the proper vertical curve.

Q On Plan number two west of River street there is another siding which apparently has the same difficulty about the vertical curve?

A Yes, it is the same all the way through.

*Commissioner Donges.* Do you see any reason why those difficulties shouldn't be overcome?

*Witness.* No, absolutely not. I think they can be overcome. I haven't investigated each case. I believe it is possible to do it. It will change the elevation of the siding and probably add a little expense and may mean more difficult—

*Commissioner Donges.* To change the grade?

*Witness.* Yes. I think it can be changed and made right.

Q Now, will you kindly refer again to the plan in the neighborhood of Straight street with particular reference to the proposed bridge. What have you to say about that?

A I believe I explained that before.

Q As to the clearance line particularly.

A The break in grade is too close, is under the bridge and it doesn't give sufficient clearance to the outside girders.

Q Which bridge is this?

A The Straight street, which is the next one to Clay street.

Q Have you examined the plan in connection with the proposed bridge at Clay street?

A Yes, I find the same condition. The grade on the south side of the track hasn't started far enough from the track to give the clearance that it ought to of the outside girders. The track would have to be raised nine inches or the street south of the track lowered an additional nine inches to get the clearance. That is approximate.

Q How about River street bridge as shown on these plans; what have you to say about that?

A The River street bridge scales three feet floor depth, if the line shown is the base of rail.

*Mr. Merrey.* It is the top.

*Witness.* It is the top of rail. The engineer for the city makes a statement it is the top of rail. That being the case, there is only two and a half feet allowed for solid floor, which is not sufficient. We can put a bridge with that floor depth, but it wouldn't be a watertight, waterproof floor bridge. It is not a thing the company is putting in.

Q What is the purpose of a floor depth of that kind?

A Three foot ordinary bridge of that kind where the span isn't too long to give a clearance above track, probably for a fifty foot span, three feet would be sufficient; to get over that you would have to spread the girders or track. At River street they show the difference between the girder and the eastbound track as twenty feet. This provides a space for a platform.

A structure of this type requires a floor depth from base of rail to clearance line of about four feet three inches, therefore the track will have to be raised an additional one foot three inches or the street depressed an additional one foot three inches for the clearance of fourteen feet.

Q Why is it necessary to have a larger depth of this kind of bridge?

A The girders are twenty feet further apart. You have a deeper floor beam to carry the loading and outside girders.

Q The girders stronger?

A The girders stronger and the floor beams and I-beams stronger and deeper on account of the location of the track with reference to the girders; twenty foot span instead of fourteen foot span.

Q In view of the suggestion that has been made, perhaps off the record, by the city engineer that these measurements are from the top of rails instead of from the base, does that make any difference as to any of the other bridges?

A It makes a difference on all the bridges; of course, if they are willing to accept the type of flooring we could put it in two and a half feet.

Q Would it be good engineering?

A Not with the trouble we have afterwards in municipalities coming back and wanting us to spend more money to make waterproofing on a bridge where we can't make it waterproof. It is something I don't believe I should recommend doing.

*Mr. Hobart.* I might say here, Mr. Commissioner, that this is all we will have to present, at least in regard to their plan. We have considerable more testimony about the estimates put in. If Mr. Merrey cares to cross examine on this subject before I take up the further subject of the estimates.

*Commissioner Donges.* Very well, we will adopt that course if Mr. Merrey is agreeable.

*Mr. Merrey.* Yes.

*Cross examination* by Mr. Merrey.

Q I might ask, Mr. Brameld, if you are familiar with the Reading elimination of grade crossings in Philadelphia?

A I am not.

Q Do you know all these figures there are two feet eight inches from the top of rail to the top of girder?

A I don't know they are. I am only judging the situation from the practice of the railroad—the trouble we have had.

Q You know the Reading is the latest to eliminate in Philadelphia?

A I didn't know it was. I thought the Big Four & Crescent was.

Q The criticism you made of the road under Straight street could be changed so as to obviate the difficulty you say is there?

A Yes, sir.

Q Without much trouble?

A Yes, sir.

Q As a matter of fact all the criticism you make can be corrected without a great expense or trouble?

A I haven't gone far enough to say whether they can be corrected without causing so much trouble. I have looked at the plans with an idea of what I would have to do if I was going to make a plan and a plan that we could work by. In other words, if I was going to work up the details of these things I would have to try to get out details. That is what occurred to me. Of course, I haven't worked up the detailed solution of everyone of them, but from my general knowledge of the situation I think they could be taken care of.

Q You referred in your testimony to certain

standards of the road. I will ask you if the road is in all places up to those standards?

A No. We wish it was.

Q So when you speak of nine foot six inch clearance that would be an improvement on the present condition at these points?

A No. At some places; not all. McNab & Harlin I believe all the points I have pointed out we have no such condition of that kind, although there are places you might find them. It is no argument if there are places with them why we shouldn't do away with them.

Q You can get sufficient clearance if you widen out the fill at that point?

A I believe you can, all except McNab & Harlin, on account of lowering the siding you might have to spread one and a half to two feet. In the other tracks you can take care of it.

Q There is a public street between McNab & Harlin's and your right of way?

A There is.

Q So it would mean a slight encroachment on the street?

A I believe your plan shows the wall encroaches on the street.

Q A slight additional encroachment?

A Yes.

Q The street is used only by McNab & Harlin?

A Practically, and the brewery and the chemical company up there.

Q It is not a street used by the general public?

A It is not a public thoroughfare, I believe.

*By Mr. Hobart.*

Q Does this plan of the city with principal reference to McNab & Harlin, contemplate the use of the street as well as the right of way?

A It does. They use the street now.

Q Would it take practically the entire street?

A Why, yes. The siding is practically the entire street, up there. There is just about room enough to get by with a wheelbarrow in some places now, I believe.

*Further direct examination* by Mr. Hobart.

Q Now, Mr. Brameld, with reference to the estimates of the cost of this work: Have you examined the city's estimate as offered in evidence?

A I have.

Q I will ask you first if you have prepared an estimate covering the same items as the estimate of the city?

A Yes.

Q Have you it before you?

A I have.

Q Is this paper which you have before you a summary of your estimate?

A Yes. I estimate the same as they do, as the city's estimate, leaving out property damage and operating cost due to interference with regular schedules and rearranging industries on the railroad right of way.

Q On page two of your estimate have you put down comparative figures?

A I have.

Q In your estimate as compared with that of the city?

A I have.

*Mr. Hobart.* I would like to offer that in evidence.

*Commissioner Donges.* Is there any objection?

*Mr. Merrey.* No.

(Same is marked Exhibit R-101.)

Q Have you the details upon which this summary is based?

A Yes, the detailed estimate is attached to the

total estimate. This is a summary just of the items that were included in the city's as a comparison.

Q Please refer to that, I want to offer that in connection with the others.

A Here are copies of the total estimates.

Q Have you also prepared an estimate of the total cost of doing this work?

A I have.

Q Including the items omitted from the estimate of the city?

A Yes.

Q Is this paper I show you, dated July 8th, 1914, and headed "Summary, cost of elevation, Railroad Company's estimate of city's plan, dated 1914, estimate of total cost," is that the summary with the detail attached?

A It is.

*Mr. Hobart.* I offer that in evidence.

*Commissioner Donges.* It will be admitted and marked.

(Same is marked Exhibit R-102.)

Q Without going over all these figures, because this will be in evidence, and can be referred to; what is your estimate for the total cost of the complete plan as proposed by the city?

A Total cost, $3,384,084.88.

*Mr. Merrey.* What page?

*Witness.* Second page of total estimate.

*Commissioner Donges.* The first two pages of the second exhibit just offered by the respondent are the same as the exhibit previously offered this morning?

*Witness.* No. Included in this summary is the items the city didn't figure on.

*Commissioner Donges.* I see you have included on the second page of the last exhibit some estimates which were not put on the first exhibit.

*Witness.* Yes.

Q (*By Mr. Hobart.*) You have tried to include in this second exhibit all possible costs including various items not in the city's estimate?

A Yes, that was what I tried to do. The total cost for the complete plan $3,384,084.88. The railroad work amounting to $2,881,417.63; street work amounting to $356,120.25; rearranging industries on right of way amounting to $146,547.

Q Now, have you made a study of these plans and of the situation on the ground in Paterson with a view of determining whether or not the work proposed by the city could be divided up into sections and part of it done at one time and part at another time without affecting the general scheme?

A Yes.

Q With what result?

A I believe it can be divided into five sections.

Q Can you point them out or describe them?

A In the profile I have shown in red the different sections. Section A would be the section that would eliminate the crossings at Market street, Ellison street, Van Houten street, Broadway, Fair street and Hamilton avenue; it would open up Montgomery street; eliminate Lafayette street.

*Commissioner Donges.* When you say eliminate what do you mean, separate the grades?

*Witness.* Yes, separate the grades. Open up Montgomery street, a new street, it would open it up and be an undergrade crossing, not at grade.

*Commissioner Donges.* And separate the grades.

*Witness.* In these other streets I have enumerated, on this section it would temporarily close Keen street, permanently close Franklin street, as was suggested by the city and would raise Warren street about three feet, still leaving it a grade crossing. This is accomplished by commencing just east of Essex street and rising on

a one per cent. grade to the end of the platform for the Market street station and then following the profile as shown by the city's plan to Hamilton avenue and then descending on a one per cent. grade that would intersect the present grades of the tracks in the neighborhood of River street.

Section B would raise the grade from Hamilton avenue to River street at the elevation shown on the city's plan. Included in this section would be the elimination of Keen street, Warren street and River street, using the city's plan Number two, west of River street, to grade at Fifth avenue.

Section C would eliminate Straight street, Clay street, also as an undergrade crossing Taylor street, close Cedar street, and the widening, as proposed by the city, of Essex street. This would make the profile the same as shown on the city's plan, but it would divide the work from Straight street to River street inclusive into three sections instead of one.

Section D would be the Madison avenue elimination as laid out by the city.

Section E would be the elimination of Fifth avenue, the opening under grade of Sixth avenue according to the city's plan.

Q Now, Mr. Brameld, have you given sufficient study to this subject to be able to state whether or not this division of the whole work for these sections would be practicable and possible without interfering substantially with the city's plan?

A Yes, sir. The only change in the city's plan would be the temporary closing of Keen street, and they have sufficient access to Keen street by using Lafayette street, and the raising of Warren street temporarily three feet. It does change the elimination of Lafayette street by depressing the street prob-

ably a foot and a half more, but the railroad is on a knoll there and it means just cutting the knoll down one and a half feet.

Q It disposes of the same crossings as the city's plan proposes to eliminate?

A It is the city's plan.

Q With regard to the sidings, does it have substantially the same effect on the sidings as the city's plan?

A Yes, temporarily they would have to make some slight changes to meet the temporary grade, but eventually the situation is the same as proposed by the city.

Q Now, have you prepared an estimate of the cost of each of these sections?

A I have.

Q Let me ask you first does your total of the entire work of the five sections amount to any more than the estimate you made of doing the entire work?

A Yes, sir, due to the necessity of duplication of trestle raising track and ballasting and surfacing track.

Q About how much more would it amount to?

A Roughly about $115,000 to $120,000.

Q Outside of that extra cost due to this temporary construction is the cost about the same?

A Yes.

*Mr. Hobart.* I would like now to offer in evidence a paper dated July 8th, 1914, giving the summary and the details from street to street of this sectional scheme.

*Commissioner Donges.* It will be admitted and and marked.

(Same is marked Exhibit R-103.)

Q This paper which I have just offered, R-103, does that give an estimate of Sections A, B, C, D and E, each on a separate paper?

A Yes.

Q And then a summary of the entire work at the end?

A Yes; of course, in arriving at the totals of these figures they are interpolated with the other estimates where they cover the same items.

Q Then you have added that extra cost of temporary construction?

A Increased cost.

*Mr. Hobart.* Cross examine.

*Mr. Merrey.* Well, I think that on this part of the work I will have to have some time so as to get my engineer to make up a criticism of the suggestions so I can cross examine intelligently.

*Commissioner Donges.* How much time would you want?

*Mr. Merrey.* A week is plenty. To-morrow we would be ready if the commission was.

*Mr. Hobart.* How about this afternoon?

*Mr. Merrey.* We couldn't do that very well. In fact, I think it would be better to have the testimony gotten out.

*Commissioner Donges.* We could give you Monday afternoon or next Thursday.

*Mr. Hobart.* I might say that if there is to be another hearing, we might want to put in some further suggestions or criticisms, whichever you please to call them, on the proposed plan. We have been working very busily on this, as I think the commission can see. I don't want to say now we have covered everything; our engineers might suggest something in the meantime.

*Mr. Merrey.* The amount of time I expect to take is very small. We can clean it all up, what I want to do, in an hour. We may decide not to cross examine.

(After discussion.)

*Mr. Hobart.* I don't think our engineering details will take much time, we may not put in anything more. I was about to say, in answer to the commissioner's question whether we will have very much more. There is one feature of the case in which we may decide to put in some testimony, that is the question of whether the company can afford to do that.

*Mr. Merrey.* Haven't you put in enough about that?

*Mr. Hobart.* We haven't put in all we are capable of putting in. We don't want to be foreclosed of the opportunity to present that consideration to the board if we should decide to do so. I only mention it so as to have that understood.

*Commissioner Donges.* Suppose, Mr. Gourley, you have your witnesses here on Monday; I think it very likely from present appearances you will be able to go on with them.

*Mr. Hobart.* Cross examination is reserved, I suppose?

*Mr. Merrey.* Yes.

*Commissioner Donges.* There was some reference to Mr. Brameld's having made certain marks on this plan. I was wondering whether it might not be well to have either the plan—I was just suggesting to Mr. Hobart that Mr. Brameld, in his testimony, referred to having marked a map indicating his suggestions as to doing this work by sections. That map is not before the commission in its marked form.

*Mr. Hobart.* Can't we put the same marks on the city's map?

*Mr. Merrey.* I was going to let you have that map and file it with the commission when it is cleared up.

*Commissioner Donges.* Any way, so it is not overlooked. It is agreed then that the map now

filed as an exhibit offered by you may be marked in accordance with this suggestion?

*Mr. Merrey.* Yes.

*Commissioner Donges.* Then, Mr. Brameld, when we suspend, will go in Mr. Mead's office and mark it.

ROBERT FALCONER, sworn on behalf of respondent.

*Direct examination* by Mr. Hobart.

Q Mr. Falconer, you are a civil engineer and surveyor?

A Yes, sir.

Q And have been some years?

A Yes, sir.

Q What experience have you had in grade crossing work and track changes and elimination and so on?

A I have had a number of years experience in railroad engineering work in general, which included considerable grade crossing elimination work; that is, the designs, the estimates, and latterly, the building of the work.

Q Have you examined these plans of the City of Paterson?

A Yes.

*Commissioner Donges.* Would you have him state a little more definitely his experience?

Q State a little more fully how many years experience you have had as an engineer?

A I graduated from the University of Wisconsin in 1895, course in civil engineering. I spent since that time—let me see—about six years all told in structural and bridge work with the firm of Hardin & Anderson, American Bridge Company, McClintic Marshall, Waldron Iron Company, Cincinnati and Cambria Steel Company, but I have had two and a

half years' experience with the Pennsylvania lines west of Pittsburg in charge of construction acting as resident engineer, and nine years, nearly nine years' experience with the Erie as assistant engineer in charge of surveys and construction, as division engineer on the New York division, as principal assistant engineer on the lines east and as supervising construction, with duties as chief engineer.

Q The last is your present position with the Erie Railroad?

A That is my present position.

Q Have you made an examination of the city's plan with particular reference to the bridges?

A I have made such an examination, perhaps not as thoroughly as it should be done before detailed plans are made, but sufficiently carefully to say that if the line which is shown on this profile is the top of rail, the floor depth for the bridges in general is insufficient. There should be, in general, about six inches more and on two streets at least, namely, Market and River, there should be more than six inches additional floor depth.

Q Why the necessity or propriety of this additional floor depth?

A Let me answer that other question first. I want to make it a little plainer. Unless the design of the bridge is changed, the floor depth will have to be greater, unless the floor design is changed.

Q Why would it be necessary to have the floor depth greater?

A In order to secure a stiff strong floor that can be waterproofed satisfactorily. It is possible to build a bridge with a shallower floor but it is not practical to waterproof such a floor in a manner that will be satisfactory and will have continued to be so as time goes on.

Q You said that it would be necessary to have

even greater depth at those two streets you mentioned. Why the occasion or necessity for that?

A Mr. Brameld pointed out in his testimony a greater depth at River street was necessary on account of the spending girders for the platform.

Q You agree with him in regard to that?

A Yes, sir.

Q Is there anything further you would like to add?

A As I understand the plans, the same situation exists at Market street.

Q Is that due to the proposed new stations at those points?

A Yes.

Q Now referring again to Market street, have you any further suggestion or criticism to make as to the proper construction at that point?

A Why, I would like to suggest that consideration be given to the plan of placing columns in about the center of the street. This would have two advantages, perhaps more; two important advantages. The first is, it would reduce the depth of the floor of the bridge so it wouldn't be necessary to depress Market street so much or raise the railroad so high. The second one, it would give a stiffer and better bridge. At Market street the span is pretty long from curb line to curb line and it would be a pretty heavy bridge. The street could be widened on the west side by taking some of our property so that the resulting available width for travel would be greater than it would be as shown on the city's plan. Now, at this street there is a peculiar condition; Park avenue and Market street join, intersect about on the railroad tracks; those columns in the center of the street to my mind, would not be in any way interfere with the traffic. Traffic would separate south of the bridge instead of north of the bridge, as it does now.

Q Would that have any bearing on the construction cost?

A Yes, I think it would reduce the cost some. I haven't had time to figure it out, to estimate the cost, but I should judge it would slightly reduce the cost. In my opinion it would give a more satisfactory structure.

Q Is there anything further you have to suggest in addition to what Mr. Brameld has mentioned?

A I would like to suggest that a similar construction be considered at River street, somewhat similar. As the plans are drawn by the city Putnam street and River street intersect practically on the right of way. In my opinion a line of columns in the center of the street in line with the west curb of Putnam street north of the tracks, would in no way interfere with the traffic, would cheapen the bridge and result in better construction, would require less headroom—floor depth supplied.

Q And give more headroom or at least require less change of grade?

A Yes. As the plan is drawn now if this is not done it apparently will be necessary to spread the girders farther than shown on the plan and spread the track centers and this would encroach on the available space left for River street both north and south of the tracks. This available space now is as narrow as it should be and if the girders and tracks are spread farther apart, it will be a serious loss to the city.

Q You said it would be necessary to have a greater depth of the bridges at Market street and River street than at these other points; what was the reason for that?

A The reason is, as the structures are planned, the girders have to be spaced far apart to take care of the platform. That is true of River street; appar-

ently it is true of Market street, although the plan doesn't show the girders at Market street. I can't say where they intend to put them.

Q When you spoke of platform, you mean passenger platform, for people to get on and off the trains?

A Yes.

Q Anything you want to explain a little more in detail, how a change such as you propose by the erection of columns would have a bearing upon the depth of the floor bridge?

A By putting columns in the center of the street and on the curb lines the length of the girders would be very materially reduced and the girders could then be placed so that their tops would be close to the tracks and just covered by the top of the passenger platform. The girders could then be spaced the standard distance apart, thirteen feet or fourteen feet, as the case might be.

Q Would that reduce the floor depth?

A That would reduce the floor depth because the girders would be shorter and of course naturally be shallower.

*Mr. Hobart.* Cross examine, or do you want the same right of cross examination reserved?

*Mr. Merrey.* Yes.

*Commissioner Donges.* You desire to reserve cross examination?

*Mr. Merrey.* Yes.

*Witness.* There is one more thing I would like to say, if you will let me say it.

*Mr. Hobart.* Yes, go ahead.

*Witness.* I think this plan, in the neighborhood of River street, is worthy of more study than we have been able to give it. I think it is possible that a plan may be developed, a modification of the city's plan, quite an important—quite different from the city's plan, which may

be cheaper and may be better or equally as good. I am simply calling attention at this time because I think the commission ought to know we haven't had time to study these things and really testify on them. They are pretty big questions involved and they require a good deal of time and study.

*Mr. Merrey.* You had a year to get ready before this.

*Mr. Hobart.* This is in line with my suggestion that we might have something further.

*Commissioner Donges.* If there is anything further, opportunity will be afforded for the presentation of anything material.

Adjourned until Monday, July 13, 1914, at the Kinney building, Newark, N. J., at 1.00 o'clock P. M.

## TWELFTH HEARING.

## BOARD OF PUBLIC UTILITY COMMISSIONERS

Newark, N. J., Monday, July 13th, 1914.

PATERSON GRADE CROSSING ELIMINATION,
ERIE RAILROAD COMPANY.

Before Commissioner R. W. E. Donges.
F. H. Sommer, Esq., Counsel.
For petitioner appears E. F. Merrey, Esq.
For respondent appears G. S. Hobart, Esq.
For switch owners appears W. B. Gourley, Esq.

*Commissioner Donges.* I think Mr. Merrey was to cross examine Mr. Brameld and Mr. Falconer.

*Mr. Hobart.* I ask permission to submit further examination of the plan. The company's suggestions have been made a little more in detail. With your permission I will recall Mr. Brameld.

*Commissioner Donges.* You may continue your direct examination of Mr. Brameld.

W. H. BRAMELD, re-called for further direct examination.

*Direct examination* by Mr. Hobart.

Q At the last hearing there was a suggested method as to a modification of the city's plan in the neighborhood of Madison avenue?

A Yes, sir.

Q Have you been working on that further since that time and developed it more in detail?

A I have.

Q Have you prepared estimates of that plan?

A I have.

Q Have you prepared any drawings of it?

A I have.

Q Will you please produce them? First, let us have the estimates.

A (Complies.)

*Mr. Hobart.* I would like to offer in evidence this estimate dated July 11th and headed Madison avenue.

*Commissioner Donges.* Is there any objection?

*Mr. Merrey.* No.

*Commissioner Donges.* It will be admitted.

(Same is marked Exhibit R-104.)

Q That estimate shows a difference in favor of the railroad company's plan, does it not, Mr. Brameld?

A Yes, sir.

Q Will you state whether the plan as proposed by you for the Madison avenue section of the work would accomplish the same purpose as far as the elimination of the crossing is concerned as the plan proposed by the city?

A Yes, sir.

Q And the saving to the company would be about $192,000?

A The total saving would be $151,566, and I believe the city's portion of the work would be practically the same on this scheme as the other.

*Commissioner Donges.* I didn't quite get what you meant by your last answer.

*Witness.* I believe under the law that the city pays a certain proportion of the work, such as streets and curbs and the payment of those items will be practically the same in this scheme as in the other.

*Commissioner Donges.* So that the net saving of $150,000 some odd dollars is all on the railroad's part of the work.

*Witness.* Practically on the railroad's part of the work.

Q Have you a sketch that shows that?

A Yes. (Produces sketch.)

Q Is this it, headed scheme for elimination of grade crossing, Madison avenue, July 10th, 1914?

A Yes, sir.

*Mr. Hobart.* I will offer that in evidence.

*Commissioner Donges.* It will be admitted and marked.

(Same is marked Exhibit R-105.)

Q Does that change the grade of the railroad?

A It does not.

Q It leaves the railroad tracks and sidings the same as they are now?

A As they are at the present time. The railroad grade at the present time will not be changed.

*Commissioner Donges.* By your last answer you mean to say it will leave them at the present grade?

*Witness.* The present elevation. The street is carried entirely over the railroad.

Q With that method of elimination of the Madison avenue section would affect to that extent the elimination of the other crossings in the city's plan?

A Yes.

Q Including in that, of course, that they be carried out substantially as proposed?

A Yes.

Q There was also suggested at the last hearing a modification of the city's plan of River street and vicinity. Have you developed that further?

A I have.

Q Have you prepared an estimate of it and a plan of it?

A I have.

Q Will you produce the estimate first?

*Commissioner Donges.* Are you going to examine any further on this plan?

*Mr. Hobart.* No.

*Commissioner Donges.* The scheme proposed on this plan, Mr. Brameld, is carrying the street over the railroad?

*Witness.* Yes, sir.

*Commissioner Donges.* At Madison avenue. You say that doesn't interfere in any way with the other changes contemplated by the city's plan?

*Witness.* No.

*Commissioner Donges.* That is the elevation of the tracks—

*Witness.* The elevation of the tracks to the next street east—west, is Straight street crossing, and that can be eliminated on the city's plan without interfering with this scheme at Madison avenue, because they come to grade—Straight street the tracks were raised and came to the present elevation of the railroad and the Newark Branch junction and then depress the railroad tracks under Madison avenue; the railroad tracks at Madison avenue were depressed about ten feet and made a level grade from Newark branch junction to Madison avenue on the railroad. Whereas now we have an upgrade and it would leave the railroad between Newark branch junction and Madison avenue just as it is at the present time.

*Commissioner Donges.* That provided for a five per cent. grade on the elimination of the street?

*Witness.* Yes.

*Commissioner Donges.* And then carries the street on the through girder construction?

*Witness.* Yes; the girders are placed on the outside of the roadway and the sidewalks are on brackets attached to the girders. The girders are on the roadline and the girders between the sidewalk and the roadway. I believe that is the same construction contemplated by the city.

*Commissioner Donges.* In this plan would it be necessary to have any support or columns in the street?

*Witness.* No, a span from abutment to abutment.

Q I want the estimate of the change of plan in River street and vicinity; have you that?

A The change in plan at River street involves the elimination of Keen street, Warren street, and Fifth and Sixth avenues, and I have prepared estimates for each one of them and have summarized them, including in that summary the railroad's method of eliminating Madison avenue as well.

Q Will you state generally what the difference is between the River street section as now proposed by you, as compared with the city's plan?

A The elimination of Keen, Warren and River streets by first eliminating the crossings to Market street to Keen street according to the city's plan, and the modification suggested by me is called Section A. If that work is done then the work will be done to River street and mean an undergrade crossing at Keen street, depressing the street more than the city contemplated; a pedestrian subway at Warren street with a twenty-foot driveway from Warren street to River street and from Warren street to Keen street, for vehicle traffic from Warren street. River street would be eliminated by diverting River street, run-

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ning parallel to the railroad on the southerly side and going across the railroad on a viaduct approximately at the west end of the River street freight house.

Q Have you prepared an estimate which shows the cost of eliminating the crossings in that matter?

A I have.

Q Have you that before you?

A Yes, sir.

Q Is this paper which you have dated July 11th, comprising four sheets, headed River street, Warren street, Keen and Summer, is that the estimate of this proposed change?

A Of that section, yes, sir.

*Mr. Hobart.* I wish to offer that in evidence.

*Commissioner Donges.* It will be admitted.

(Same is marked Exhibit R-106.)

Q Does this change accomplish the same purpose as the city's plan, as far as the elimination of the crossing?

A It would eliminate the present crossing across the railroad, yes.

Q Does it produce any saving in the cost?

A It does.

Q How much?

A It shows a saving of $151,566.

*Commissioner Donges.* How much of this saving is in favor of the railroad and how much in favor of the municipality, Mr. Brameld?

*Witness.* I haven't figured it, but I believe it would be slightly more expensive for the municipality.

*Commissioner Donges.* Slightly more expensive?

*Witness.* Yes; on account of a little more paving of the sidewalks; but it is a small item of the total cost.

*Commissioner Donges.* I understand this Exhibit, R-106, is based on a suggestion made by you at the last hearing?

*Witness.* A suggestion made by Mr. Falconer.

*Commissioner Donges.* Mr. Falconer suggested the elimination piece-meal?

*Witness.* Yes. I made the suggestion for the elimination piece-meal, but Mr. Falconer thought the treatment could be changed at River street.

Q And this plan you now suggest is a development of that scheme of Mr. Falconer's, is it not?

A It is.

Q Have you prepared a sketch which shows the outline for this modification?

A I have. (Produces sketch.)

*Mr. Hobart.* I offer that in evidence.

Commissioner Donges. It will be admitted.

(Same is marked Exhibit R-107.)

*Witness.* On the Madison avenue. When giving the figures for Madison avenue saving I started there were $151,000. That was the River street item. I was wrong. The saving at Madison avenue is $192,133.92. It is correct on the exhibit, the estimate, but I got it wrong in the testimony.

*Cross examination* by Mr. Merrey.

Q Mr. Brameld, in the plan which you propose for the elimination of the crossing at Madison avenue, how would the travel along East Railway avenue be accommodated?

A From my knowledge of the traffic, I believe the traffic along East Railway avenue is mainly into Paterson by way of Madison avenue, and I believe that the larger proportion of traffic would not be affected. The only traffic that would be affected would be the

people going to the south side of the tracks. For the pedestrians I have a stairway leading to the bridge; for the team traffic they would have to go down Madison avenue to get onto the elevated structure.

Q They would have to go down how far?

A About four hundred and twenty-five feet.

Q And then return and come back on the grade the same amount?

A Yes, sir, but I believe a very small proportion of the traffic would be affected by that.

Q You don't know anything about that traffic?

A I have been familiar with the Madison avenue crossing more or less for the last fifteen or sixteen years.

Q East Railway avenue is rapidly developing, isn't it?

A I haven't seen much development at East Railway avenue in the last ten or fifteen years.

Q There are several new mills built there?

A Just east of Madison avenue, yes; two factories put up, the silk mills and Leslie Elliott Boiler Works.

Q On the scheme which you propose for the vicinity of River street, is closes Warren street and Putnam street, is that right?

A Putnam street will be closed as a thoroughfare across the tracks.

Q Warren street also, except for a pedestrian subway?

A Except for the pedestrian subway. To enable vehicles to travel between Putnam and Warren street there is a twenty-foot driveway parallel to the railroad from Putnam street to Warren street.

Q What becomes of Franklin street?

A Franklin street is closed as proposed by the city.

Q How about Lafayette?

A Lafayette street is according to the city's plan.

Slightly depressed, about one foot lower to conform to the grade on Section A as proposed to be divided by the railroad company, but I do not believe it would affect Lafayette street.

Q Does it close any street east of Lafayette street?

A It does not.

*Commissioner Donges.* It doesn't close Lafayette street then?

*Witness.* No.

Q Does it close Lyon street?

A Lyon street does not run across at this time.

Q Is there any means provided for getting out of Lyon street into Waite street?

A Yes, between Putnam street and Lyon street. Waite street is moved over onto the Public Service property and the Van Den Hendel property, providing a thirty-foot driveway and one ten-foot sidewalk.

Q Then River street is elevated?

A River street will be elevated. Waite street is developed providing for through traffic just as at present.

Q How do you get out of Waite street and Putnam street so as to get onto River street?

A By using Putnam street.

Q Can you get out of Putnam street into River street?

A Yes. The grade of the viaduct ends at the easterly side of Putnam street. There will be a slight raise, probably six or eight inches.

Q How is the railroad tracks on the Public Service which runs off the street line into this line, divided?

A Just as it is at present; working over to the center of the new location of River street.

Q It has to be raised a little and then dropped back again?

A No—yes, there will be a slight raise in Waite street to accommodate that track.

Q This switch into the Public Service Corporation is changed?

A Entirely re-located, yes.

Q And you have to take Van Den Hendel's property?

A A portion of it.

Q And the property between your railroad and River street must be acquired?

A Yes, for the approach of the north side of the track.

Q You only allow thirty feet at that point?

A Thirty foot roadway and two ten-foot sidewalks, the same as River street now.

Q You think that sufficient with two turns?

A It may not, but it could be widened a slight extent. There is an alternate location provided which I think would not increase the expense very much, if any, which reduces the right angle turn.

Q That cuts diagonally through some property?

A It does.

Q Then the traffic goes down Lyon street going to River street, and have to turn to the west on River street and go up River street and across the viaduct?

A Turn either west or east, using the twenty-foot driveway provided between Putnam and Keen streets.

Q The twenty-foot driveway would cut into some large mills?

A It would not; no, sir; entirely on the railroad right of way.

Q And you place no pedestrian subway at Putnam street?

A No.

Q Would it be possible to put in such a passageway?

A Yes, but it would use some of the sidewalk on River street to get the stairways into it.

Q Does that provide for the changing of the depot?

A The depot remains as at present. There is a pedestrian subway, passenger subway built from the westbound track to the eastbound track to enable passengers leaving a train not to have to cross the track.

Q The depot would be in a very inconvenient place, would it not?

A I have provided stairways down to the westbound platform from the bridge. There is also a stairway at Warren street right adjacent to the pedestrian subway so that the platform can be reached at both ends and the middle. On the eastbound platform there is a stairway provided at Warren street, adjacent to the pedestrian subway; stairs down from the viaduct and also a walk underneath the viaduct from Waite street.

Q How long is the platform?

A The platforms are a little over seven hundred feet long.

Q How long is the present platform.

A I don't believe it is as long as that. I couldn't say definitely just how long it is.

Q Now, Keen street: How much of a cut is there in Keen street?

A It will be depressed approximately seven feet below the tracks.

Q And how much below what it is at present?

A About seven feet.

Q How are you going to drain it?

A By a sewer from the subway to the river directly down Keen street, four hundred feet long.

Q How much above the river will be the bottom

of this cut? What will be its level as compared with the river?

A I haven't taken any direct measurements, but I believe it will be above the river.

Q Will it be flooded at high water?

A That I couldn't say.

Q Do you know anything about the river level?

A I have no data concerning the high water, but I have seen it when there was high water.

Q You know it has been out on Keen street?

A At the lower end.

Q Comes out to River street. Not at Keen street, below Keen street?

A It came to Straight street; at River street it was about one foot over the street.

Q You don't know whether it will be possible to keep this cut dry at flood time?

A Not absolutely. I think it is just about safe.

*Mr. Merrey.* That is all.

*By Mr. Gourley.*

Q How do these changes suggested affect the switch owners?

A It only affects the Public Service siding. I think they can be taken care of practically as they are now. Their change will be practically the same as provided for on the city's plan. The estimated cost of that is all included in this estimate.

*Mr. Hobart.* Anything further?

*Mr. Merrey.* No.

*Further direct examination* by Mr. Hobart.

Q Witness reminds me, in this plan there is a change in Fifth avenue and Sixth avenue.

A The change is only in the grade of the railroad and I find that not having raised the tracks at River street, that we could eliminate Fifth avenue independently of Sixth avenue. It would raise the grade,

would raise Sixth avenue about a foot and it could be used as a grade crossing while eliminating Fifth avenue crossing; after Fifth avenue crossing, Sixth avenue could be eliminated. The street work is the same on the city's plan. I have used their elevation for the streets.

Q Both streets?

A Both streets, but changed the grade. I figured the estimate on the change of grade. I haven't a plan of that. I have prepared an estimate and total saving in the railroad company's plan is $321,000.

Q For both Fifth and Sixth avenues?

A That is both Fifth and Sixth avenues included.

*Commissioner Donges.* Involving a saving?

*Witness.* A saving of $32,602.49.

Q That is accomplished how?

A Due to not having to raise the tracks of Sixth avenue all the way to Riverside.

Q It is involved in the other, the modification of River street?

A The modification of River street. There would be no necessity for the other expenditure.

Q If the River street modification were carried out as you suggest to-day, rather than the city's plan, Fifth and Sixth avenue modified accordingly would make a saving of $192,000?

A Yes; without changing the city's plan of the situation.

Q You have no plan of Fifth and Sixth avenue?

A The plan is the same as the city's, merely the grade runs to the elimination of Sixth avenue, that would be the present grade of the tracks east of River street.

Q You have an estimate showing the details?

A I have an estimate of the details.

*Mr. Hobart.* I offer that.

*Commissioner Donges.* It will be admitted.

(Same is marked Exhibit R-108.)

Q You have still one other summary which shows what?

A The city's plan modified according to the suggestions I have just made, giving descriptions of the way the crossings will be eliminated and giving an estimate according to the railroad's plan and railroad's estimate of the city's plan, and the total saving in favor of the railroad company's plan, $376,302.41.

Q This summary which we now have before us is taken from the other estimates already offered in evidence?

A Yes.

*Mr. Hobart.* I will offer, for convenience, this summary of the modification.

*Commissioner Donges.* It will be admitted.

(Same is marked Exhibit R-109.)

*Cross examination* by Mr. Merrey.

Q Mr. Brameld, if you put in that plan at River street, that would make permanent the temporary arrangement from River street into the center of the city, Market street?

A Yes, only for that change at Lafayette street, because it is considerably higher than all the other streets.

Q That would give a pretty stiff grade into the city?

A One per cent.

Q That is pretty high, isn't it?

A It all depends on how much money you want to spend to reduce that.

Q It is a plan which would make the hauling very difficult?

A According to the traffic, the class of traffic that we handle. I am not an operating man; I believe a one per cent. grade is feasible at that point.

Q Do you know enough about it to say it is feasible?

A It is feasible, yes.

Q There is a very heavy curve about Agnew's coal yard?

A There is.

Q That adds to the difficulty?

A Slightly.

Q Considerably?

A It all depends on the kind of trains which you operate.

Q That is what I want to get at. What kind of trains do you operate?

A Operate passenger trains and freight trains.

Q But you do not send the heaviest trains over this route, do you?

A We send our heaviest passenger trains over that railroad, yes.

Q They are not your heavy freight trains?

A They are not heavy freight trains.

Q They can take a heavy grade?

A They can.

Q So the ruling grade is lower here—or higher than in other portions of the road?

A The ruling grade may be higher here than other portions of the road?

Q Yes.

A It all depends on what kind of traffic runs over it. This is not a low grade freight line.

Q It is a line which doesn't require as low a grade as other portions of the road where you send heavy freight?

A No.

Q It would permit of steeper grades than other portions of your road?

A I believe if we continue to operate the class of trains we are operating now, while I am not an operating man and have no official sanction for what I am

saying from the operating people of the company, it is my personal opinion that we could use heavier grades through Paterson than we can on other portions of the road while we are operating this class of traffic.

Q (*By Mr. Hobart.*) The heavy freight trains as a rule run over the Bergen County short cut?

*Mr. Merrey.* I object.

*Commissioner Donges.* The witness has already answered in regard to that.

*Mr. Hobart.* That is all.

*Commissioner Donges.* Mr. Merrey, anything further?

*Mr. Merrey.* Is Mr. Falconer to testify for the company?

*Commissioner Donges.* I think you reserved the right to cross examine Mr. Falconer.

*Mr. Merrey.* I waive that.

*Commissioner Donges.* Very well.

HENRY RYON, recalled on behalf of petitioner in rebuttal.

*Direct examination* by Mr. Merrey.

Q On last Thursday Mr. Brameld, testifying, said, concerning the sidings east of Straight street, "evidently the profile is drawn without any provision for a vertical curve, the grade being shown as started at about point of frog on a change of grade of one per cent. for one track and two per cent. for another. It is absolutely necessary to provide room for a vertical curve." Will you please explain that situation for us?

A It would be better to put a vertical curve, if possible, to get it at that point. You couldn't put in a vertical curve without a high degree of change, one per cent. degree of change. One side particularly it changes two per cent. in fifteen feet, which is practically no vertical curve at all, it takes on the point of

frog and goes two per cent. In working this out I presume to use the same kind of grades they have at present on the Erie.

Q This is on a siding on which freight trains are not run and very few cars?

A This siding runs to the Commonwealth Warehouse Company where only a few cars go.

Q Is there one point of change from one per cent. one way to two per cent. the other way, is that a common thing?

A It is the support of the bridge. There is a one per cent. grade one side of the bridge and two per cent. it goes down on the other.

Q How long is that bridge?

A I don't know, about fifty feet; it is the width of the street.

Q Have you gone over the other places where criticism was made of your plan because of vertical angles?

A Yes, sir, I looked at them.

Q Have you figured how much the bridges would be raised or the streets lowered to provide vertical curves?

A On the main line it wouldn't vary the bridge more than two per cent., to put in a vertical curve, two-tenths of one per cent. Rather have the grade on the siding a little greater, but in those cases there is room to put them in.

Q What have you to say about the depth of the bridges, there was some criticism that you only provided two feet six inches whereas it should be three feet?

A I provide three feet from the top of rail to bottom of girder. The bridges in Paterson there now, three of them, the Davidson bridge has a depth of two feet nine inches, a depth from bottom of girder to top of rail. The Essex bridge is also two feet nine inches from bottom of girder to top of rail. The one

west of Paterson; that cannot be more than two feet nine inches between top of rail and bottom of girder.

Q Are there any other suggestions you have to make of criticisms made of your plan, or the new plans offered here to-day?

A Nothing material.

Q Do you know anything about the ability to properly drain Keen street under the plan proposed?

A I can't say offhand without figuring that out. I know it is pretty low. They may be able to drain it. I am not sure.

Q Did you give some consideration to a new plan at River street somewhat similar to the plan offered?

A A plan of that kind was suggested and I considered it. The objection was carrying the street sharply across and the change and steep grade of the main line of the Erie. A grade of one per cent. with a four degree curve, approximately a four degree curve, making about 1.4 compensated.

Q This plan at River street would be a serious injury where the street takes off, the viaduct, and where it crosses the tracks now?

A I am not competent to say as to that. I believe it would.

Q It would cut down the amount of traffic?

A Cut down the amount of traffic undoubtedly.

Q There are a number of stores there?

A A number of stores, yes.

*Cross examination* by Mr. Hobart.

Q The Madison avenue modification suggested by Mr. Brameld, you have examined the sketch which indicates that?

A Yes.

Q It is entirely practicable and feasible?

A Entirely. The only objection, I think, is people coming up East Railway avenue and also California avenue after going back nearly to Madison avenue and

returning parallel to Madison avenue, that is the only objection I see.

Q And it saves practically half a mile of rock excavation?

A Quite a little rock excavation.

Q That is what accounts for most of the difference in the cost?

A Undoubtedly.

*By Mr. Merrey.*

Q But the rock excavation would give the railroad a much better grade?

A Give the railroad a better grade.

Q As it is now it climbs a hill beginning at Madison avenue?

A There is an up grade.

Q And comes down at Crooks avenue?

A At Crooks avenue, the city line toward New York.

*Mr. Merrey.* That is all we have.

*Commissioner Donges.* Mr. Gourley has something.

*Mr. Gourley.* Our objections have already been put in to the elevation of the tracks. This plan which has been offered, since the switch owners have been on the stand, doesn't materially change the situation as I had in mind and as put on the record. There are one or two features that ought to be specifically heard. I will take them up in the order they come on the list. Leslie Elliott Company.

WILLIAM ELLIOTT, JR., recalled on behalf of switch owners.

*Mr. Gourley.* This is number one on the list.

*Direct examination* by Mr. Gourley.

Q You have seen the city's plan, I think, in regard to the switch supplying the Leslie Elliott Company shown on sheet number one of the proposed plan of the city. This is the situation of Leslie Elliott, with the switch running in. Will you say, shortly, to the commission what objection you have to that switch in that form?

A I am not an engineer, but from my point of view, I have one of the books and this plan, it would be impossible to get in the way it is on this plan.

Q Why?

A Coming in here with a thirty-eight degree curve, we just miss our neighbor's gutter. We are within a foot of his gutter now.

Q Have you a plan showing that?

A (Produces plan.)

Q This blue print before you now shows in red the line of the switch as it is now?

A As it is now.

Q Explain it.

A It comes in here (indicating).

*Commissioner Donges.* Don't say in here. In the record it doesn't indicate a point.

*Witness.* Coming here is the curve (indicating).

Q Is there any property line at the curve?

A The property line is at the curve; we are probably a foot or two feet away.

*Commissioner Donges.* From what?

*Witness.* If we went any further toward the curb we would be on the other man's property.

Q Mr. Van Den Hendel's?

A Mr. Van Den Hendel's, yes. Over here, before we come from the main line, when we come we run on the main line across the street, we own the street from Kentucky avenue to Iowa, which is twenty feet. If the track is moved further back we will be on this other side of Kentucky avenue that we don't own.

Q The city's suggestion was carrying the point of this switch how many feet?

A About 1,000 feet.

Q To the south. Why can't this curve be made sharp and still reach your place?

A If it was made any sharper the Erie couldn't operate their engines over any degree curve over fourteen degrees; on account of this property line running so near this man's property we have to stop the engines on the sidewalk and push the cars from the sidewalk into our works.

Q That is what you do now?

A That is what we do now. But a curve greater we would have to push them from the main line, which is quite expensive.

Q Do you know who owns the line south of you on this tract?

A No, I do not.

Q Have you estimated the cost of putting in the present track?

A No. I could tell you what it would cost to put in the whole switch on the other.

Q That is the present one?

A $5,912.07.

*Commissioner Donges.* That is the cost of the present installation?

*Witness.* Yes, sir, $5,912.

Q (*By Mr. Hobart.*) When was that built?

A I guess that is a little over two years ago close on to two years ago.

Q (*By Mr. Gourley.*) What kind of a business have you there, I think you stated before?

A Boiler shop.

Q Is it essential for your success that this switch privilege be maintained?

A Yes; if I didn't have it there I might as well go out of business. It is also essential that I don't have to spend a lot of money to operate.

*Cross examination* by Mr. Merrey.

Q How long have you been in business?

A Ten years.

Q How long did you do without a switch?

A I think seven or eight years.

Q You had permission for a switch six or seven years?

A Well, let us say about six years before we put it in.

Q Certainly it wasn't for lack of capital you didn't put it in?

A I tell you, it was lack of finding out who owned this property. We couldn't find that out. We had Mike Dunn on it for a year.

Q You didn't know anybody owned it?

A Not until we went to the Erie, then we found they owned only so many feet alongside of the track and then we couldn't find out who owned this.

Q When did you first get permission to put in the switch from the Board of Aldermen of the City of Paterson?

A I couldn't tell you in years. You know, don't you, about that? It was a month or two months before the Board of Aldermen were legislated out of business.

Q That was in 1907?

A Yes.

Q You had permission at that time and didn't put it in until two years ago?

A Yes.

Q You don't know anything about, as an engineer, how the track is coming in?

A No.

Q There isn't a plan showing it cutting into your neighbor's property? The city's plan doesn't show it cutting into the other man's property?

A No. Mr. Merrey, going back one thousand feet and moving the track anywhere, that distance at all, we would be on this man's property line.

Q (*By Mr. Gourley.*) Were you on the ground with an expert and myself?

A No; Mr. Leslie was.

*Commissioner Donges.* You offer this plan?

*Mr. Gourley.* Yes.

*Commissioner Donges.* It will be admitted.

(Same is marked Exhibit SO-3.)

*Mr. Gourley.* The next is McNab & Harlin, number fifteen; their objection is already on the record. I don't think it necessary to call them.

The next is James A. Graham Brewing Company, number six. The siding is taking care of that property.

John Agnew Company, the upper part marked 11-A; there is no change there.

Samuel Smith & Son Company, number two; no change.

James Wilson & Son, number fourteen; no change.

Morris & Company.

ABRAHAM A. BEEKMAN, sworn on behalf of switch owners.

*Direct examination* by Mr. Gourley.

Q You represent Morris & Company?
A I do.
Q You have looked at these plans?
A I have.
Q What have you to say about the facts?
A According to the blue print, that wipes us off the map entirely.
Q They put the station down there?
A They put us down in the woods. There is Green street (indicating).
Q Just point out here where you are. This is the southeast corner of Market street and the railroad—northwest, rather; on the present situation on the northwest corner; where on the city's plan they are using is as a public station, depot. On this suggested plan they have put you where?
A Somewhere around here (indicating).
Q Between Green and Slater streets on the side of the railroad. State your objections shortly.
A All the objections there is, we are taken off entirely.

*Commissioner Donges.* In other words, the property you are now occupying there is used as station property and it is contemplated to move you three, four or five blocks?

*Witness.* Yes. Besides we have the situation at Ellison street, moved from the switch entirely.

Q The Paterson Beef Company?
A The Paterson Beef Company.

*Commissioner Donges.* What happens to that?

*Witness.* Less than two years ago we got that at considerable expense to have a place in case the depot would ever come and take our present

location. According to the plan there is no switch even there.

Q How does this affect your business?

A It is out of the world up here (indicating).

Q What do you mean by that?

A No trade coming up there. We might just as well back out entirely.

Q I think you explained before now how people come to you?

A Yes, the majority of people come by train. We are right by the station, a good location. We can't have the house down the other way, locate up that way; it is going away from the trade.

Q What is your volume of business, if I may ask?

A That is a personal question. Over one million and a half dollars a year. We have over eight thousand dollars at present in the Market street building and undoubtedly in the Paterson beef building it cost at least twenty-five thousand dollars. We employ thirty men.

*Cross examination* by Mr. Merrey.

Q How many men do you employ in the Ellison street building?

A None.

Q What do you use it for?

A We hold it as reserved, if anything comes in the market.

Q It was purchased from a competitor?

A No, sir; it was ours.

Q Weren't you competitors?

A No, sir.

Q What were they?

A Part of the National Beef Company.

Q Is that any part of Nelson Morris Company?

A The National Beef Company was dissolved by

the government and the different houses were bought by the different people.

Q Did Nelson Morris Company have any interest in the Paterson Beef Company when you bought it?

A None whatever.

Q You bought it as a reserve?

A They bought it to have a place.

Q You felt that you were likely to be driven out of your present location shortly?

A We expected, some time or other. They wanted a place of their own.

Q Who did?

A Morris & Company.

Q Now it simply leases from the Erie?

A Yes.

Q The building is owned by the Erie Railroad and all its property?

A It is.

Q You only rent a portion of it?

A We rent practically all of it.

Q They use part of it as a signal station?

A We have a storeroom upstairs and a storeroom in the rear. We occupy 130 feet of floor space all the way back. And also a shed of the building adjacent on the west side we built ourselves.

Q There are a great many places in the center of Paterson where you could obtain a location for your business?

A None that I know of.

Q How about along the Susquehanna Railroad?

A It is the switching on the Susquehanna that has driven one concern to go off the road. I don't think I want to go back on that.

Q The switching?

A The switching of cars.

Q What is the matter with it?

A They don't have a switch engine; only once in

awhile; you only get cars switched once a day, at night, something like that.

*Commissioner Donges.* You mean lack of switching facilities?

*Witness.* Yes.

*Commissioner Donges.* How long a lease has Morris & Company on the Erie Railroad now occupied by Morris & Company, how long to run?

*Witness.* I couldn't tell you that. It is indefinite.

*Commissioner Donges.* A lease from year to year.

*Witness.* I think in ten-year periods.

*Mr. Merrey.* The lease is in evidence, I understand.

*Mr. Hobart.* I think so.

*Mr. Merrey.* All the leases are in evidence.

*Mr. Hobart.* We put in all we could find. I think this is included. I am not certain.

*Commissioner Donges.* The switching agreement.

*Mr. Merrey.* They promised to put in the Nelson Morris lease.

*Mr. Hobart.* If it is found, I will put it in there.

*Mr. Merrey.* I think you said you couldn't find it. It was understood that be put in. I think I have a printed copy where it was renewed since 1901.

Q (*By Mr. Merrey.*) I just call your attention to a piece of property between Ellison and Crosby Place and ask you why that wouldn't be a suitable location for your business?

A Between—where is it?

Q Right near the back of the Daisy can place.

A I don't know there is any property there.

Q A long vacant lot.

A I didn't know it was for sale.

Q There is a property there, a vacant property.

A A vacant property next the Susquehanna depot.

Q That is right adjoining the tracks of the Erie; right across from your present ground.

A I know the property you have reference to.

Q It is big enough to accommodate a dozen beef houses such as yours.

A Hardly.

Q Have you gone along the line of the railroad to see if there were any places suitable for your business?

A I have not.

*Mr. Gourley.* The Armour & Company. The objections, such as they are, were put in the last time. They can accommodate themselves, I think.

*Mr. Merrey.* What was the statement? You think they can; because when they were here before I think they made strenuous objection to the raising.

*Mr. Gourley.* Going on the second floor would be some convenience; whether it accommodates all the others, I cannot say.

*Mr. Merrey.* That is what we said before.

*Mr. Gourley.* That is the only instance you are right among all these people.

FRANK VANCE, called on behalf of switch owners.

*Direct examination* by Mr. Gourley.

Q Mr. Vance, you represent Armour & Company, Paterson?

A Armour & Company.

Q Have you looked at the plan as far as it affects you?

A Yes.

Q Where are you in Paterson?

A 107 Hamilton avenue, Hamilton avenue and the Erie Railroad.

Q Northeast corner of Hamilton avenue and the railroad, are you?

A Yes, sir.

Q What have you to say about the switching privileges there?

A This switch as shown on here, if there isn't any other switches running off this, this won't affect us very much. That is, if they leave the switch at the same level. That is our unloading platform (indicating). The principal objection is cutting this street here (indicating).

*Commissioner Donges.* What street?

*Witness.* Hamilton avenue as the plan shows it. What is the cut at Hamilton avenue across the railroad?

Q One foot five inches.

A That is our principal objection in getting up to the loading platform.

Q Explain about the loading platform operation?

A The wagons back up to the front of the building; as it is now the ground in front of the platform is considerably higher than the street and we load out to the sidewalk.

*Commissioner Donges.* Would one foot five inches make any appreciable difference?

*Witness.* Make some difference, yes.

Q Have you a switch yourself, or are you on with some others?

A We have a switch by ourselves.

Q How many people are on this contemplated switch?

A Nobody on it, according to the way this plan is shown here.

Q So you will have the same switching privileges, except the difficulty in unloading?

A The difficulty in unloading.

Q You are not put at the end of a long switch?

A This switch doesn't call for any change of grade directly in front of the depot.

Q Doesn't that switch serve a number of people?

A No.

*Mr. Gourley.* I understand there are a number, where at present they have one to themselves.

*Mr. Merrey.* Cars wouldn't stand on the line.

*Mr. Gourley.* No; they are the end of a long switch; while now they have the opportunity to take them from the track at once.

*Mr. Merrey.* No cars stop.

*Mr. Gourley.* While they are using it, of course, we can't use it.

*Mr. Merrey.* No, you can use it.

*Mr. Gourley.* You get that off as soon as you can, you mean?

*Mr. Merrey.* They don't stay there.

*Cross examination* by Mr. Merrey.

Q Would the drop of one foot in front of the beef house make any material difference?

A As it is at present, two feet two inches above the street now. That makes a difference of almost three feet.

Q (*By Mr. Gourley.*) Would that have a serious effect, or some effect upon your handling of this material?

A It would give us some difficulty.

Q Just tell us how.

A It would be a hard place to come with a load. You couldn't pull a big load out. Now there is a two and a half or three foot drop.

Q (*By Mr. Merrey.*) It isn't hard to go down?

A Not to go down.

Q You come back empty?

A Sometimes we haul stuff in and out.

*Mr. Gourley.* I can't hear.

*Witness.* We haul a great deal of goods in from the freight station.

Q You use the office for that?

A Yes, but we have some come locally from New York.

*Mr. Gourley.* The objection of John Agnew Company, they have two switches, the switch south, of which I have spoken, no objection to that. But this change, according to Mr. Agnew, and his testimony, is that it is a serious thing to them. Their coal, it makes it so high, as to make it practically unworkable, was Mr. Agnew's statement before.

The next one is Meyer & DeVogel, very seriously affected.

JACOB MEYER, called on behalf of switch owners.

*Direct examination* by Mr. Gourley.

Q Have you looked at this plan of the city?

A Yes.

Q As far as it affects your property. It is at the corner of?

A Franklin and Summer streets.

Q You are on the northwesterly corner of Franklin and Summer streets and facing the railroad as well?

A Yes, sir.

Q The elevation of the track there is how much?

A Fifteen feet.

*Commissioner Donges.* This is a grain establishment?

*Mr. Gourley.* Yes.

Q How much is that there?

A Fifteen feet.

Q How does that affect you? Have you a photograph?

A Yes, sir. That would throw the switch—that is ten feet high (indicating)—that would bring—

*Commissioner Donges.* Wait a minute. When you say this and that, when it gets in the record and we are reading it over, we don't know exactly what you mean to indicate. When you say "this," read into the record what it means.

*Witness.* I brought this so you could see.

*Commissioner Donges.* Just explain from the photograph, without pointing your finger and saying "this," so many feet to the second floor.

*Witness.* From the main line fifteen feet they are going to raise it.

*Commissioner Donges.* Going to raise the switch fifteen feet?

*Witness.* From the main line we have a switch, which is raised two feet from the main line.

Q At the present time?

A At the present time. Now we have got a floor on the bottom of the first floor we don't own that comes on the back, back of the building, that is on Summer street. We had to raise our switch two feet higher than the main track to have headway on the first bottom floor where we keep our wagons and horses. That you can see in here, bottom floor on the Summer street side is not shown on here; this shows the railroad side. That is the Summer street side (indicating).

*Mr. Gourley.* Suppose we mark these.

*Commissioner Donges.* Yes.

(Photographs marked Exhibit SO-4 and Exhibit SO-5.)

*Witness.* If it is raised fifteen feet it would bring us in the middle of the first and second story.

There is one floor on the bottom, I don't count that, on the railroad side. We have to raise to the middle of the second and third floor.

*Commissioner Donges.* Second or third floor?

*Witness.* Second or third floor.

*Commissioner Donges.* The floor of this second story is how many feet above the level of this present switch?

*Witness.* The first floor is ten feet and so is the next. They are all ten feet, and three floors.

Q What effect does the closing of Franklin street have on your business?

A That would bring—our loading is on Summer street and we do most of our business on Franklin street across the railroad there and go over the Straight street bridge. Now they closed that up, they take all heavy loading, it is quite something to fetch it up Lafayette street or King street.

Q To go back?

A Yes, to get over Straight street bridge. We have a traveling trade that would be cut off altogether.

Q Explain that?

A People coming after feed themselves and take the shortest cut and we make it the long cut, they go past Atchison in River street and that cuts off trade in that.

Q This elevation of which you spoke would be above your second floor?

A Above the second floor.

*Mr. Gourley.* I think that is the main objection.

*Commissioner Donges.* Anything of this witness?

*Mr. Merrey.* No.

*Mr. Gourley.* The brewing company, that is, James A. Graham, Katz Brewery, Hinchliffe Brewing & Malting Company, put in their testimony and have shown their objections to it.

H. M. Post is not affected if the switches are placed as they are here.

The National Silk Dyeing Company, their objection is on the record; so is the P. S. Van Kirk Company.

*Mr. Merrey.* The National Silk Dyeing Company's objection is to leaving it as it is. They want us to raise the tracks.

*Mr. Gourley.* Elevate it only for coal purposes, we would be glad to agree. You heard the testimony.

*Commissioner Donges.* Is there anything further to-day?

*Mr. Gourley.* No.

*Commissioner Donges.* All parties rest?

*Mr. Merrey.* I think so.

*Mr. Hobart.* I should like to have an opportunity to make an application, if I do desire, to put in evidence on the financial question. I am not at liberty to say at this time whether I will put in anything. If I do I want to let the commission know at an early time.

*Commissioner Donges.* We are anxious to get the matter closed.

*Mr. Hobart.* There are reasons why I can't take any positive action at this time.

*Commissioner Donges.* We don't want to embarrass you in doing it. Your present position is you don't know whether you desire to?

*Mr. Hobart.* That is just the trouble, we don't know either way.

*Commissioner Donges.* You are now simply closing your testimony and giving notice at the same time you may ask leave to submit something further?

*Mr. Hobart.* Yes, on that one subject, the question of the financial difficulty and whether I will

do that depends on circumstances which are in the future.

*Commissioner Donges.* Well, the point is we would like to take these grade crossing cases up and dispose of them.

*Mr. Merrey.* I think this case ought to be disposed of, if the commission please. I don't see how the financial question has anything to do with this case. The railroad company is in exactly the same position as any manufacturer would be, a man who didn't comply with the fire regulations, if he should have a big mortgage on the mill, the factory inspector don't say for that reason he escapes putting in fire escapes or safety machinery.

*Commissioner Donges.* That is not entirely the situation, the financial condition of the company as to the total bonded indebtedness, I think that all parties having closed we will take the matter into conference and we would be glad to have briefs of counsel. Within what time would counsel submit briefs?

*Mr. Hobart.* Might we have oral argument on the subject?

*Mr. Merrey.* Just as you see fit.

*Commissioner Donges.* We would be glad to have counsel discuss it orally if they desire.

*Mr. Hobart.* I think there ought to be some discussion.

*Mr. Merrey.* The trouble is the commission is going away during August.

*Commissioner Donges.* The commission thought of disposing of some of these matters during their vacation.

*Mr. Merrey.* There isn't so much to be argued as far as I can see. There is bound to be a certain amount of hardship on owners and there has to be a certain amount of expense. Fortunately in this case there is very little dispute as to the character

of the plan submitted and the amount of injury to the switch owners seems to be brought down to the minimum. There isn't much to be said.

This is probably one of the most important cases in this line the commission has had. A great many people are looking forward to see something done in the grade crossing line, and it is a question of what ought to be done to take care of it. I had hoped we would be in a position where the company and the city could agree. It doesn't look as if that were possible. I hoped by concessions on the part of the city, only asking a portion of the work to be done, which I was able to do by concessions, and doing a little more on the street work than called on to do by the act, that it would be greatly to the advantage of the company to meet us. I am afraid they don't want to do that.

*Mr. Hobart.* I will only say on that subject, I am not prepared to say anything definite one way or the other at this time. But I told Mr. Merrey, when we had a little conference before the hearing began, the situation might change in three or four months, it depends on conditions which we hope will improve; that is in the future, I am not in a position to promise.

*Mr. Merrey.* We have been waiting for this so long. Paterson has tried to get rid of Market street and other crossings in the vicinity near it more than any other community. It is probably the worst community in the State, used more than any other. We have been before the legislature; we started out trying to get an agreement out of the company to do it. At one time we nearly settled the question; at one time we would pay a considerable portion of the cost. The company wanted us to pay more and lend them the money, which we couldn't do under the act of the Legislature. We have been down to the Legislature when

all the communities wanted the railroad to pay everything. We have communities in this vicinity berating Paterson because Paterson would pay a portion of the cost. Not because we didn't feel it should be paid by the railroad, but we felt we would concede something to have the thing done. We were willing to give a large sum of money to have this thing changed, no matter at whose cost it should be. We have never been able to do it; the result has been public opinion throughout the State has been shifting the amount of cost the community ought to pay until they got this act. If the railroad agreed with us five years ago they would have been paid twenty-five per cent. without question. The people of Paterson are so anxious to get this thing they are willing to make concessions to get it started rather than have delay. We would be willing to take Section A; that is the main section, the one which would take out the centre of the city, take out from Market street down to River street, it doesn't take out River street; we would be glad to meet them on that. They don't have to pay quite a few things they have in that. In their expense they have about $1,600,000; they have added the whole cost of the streets, which the city takes up; they have added those changes that are charged to the switch owners. There are a number of things in there; probably the fact that their estimate is most liberal, they add thirteen per cent. The portion of what we figure, what I figure the cost to the railroad, would be in the neighborhood of one million dollars; it might be slightly more, but their $1,600,000 would be scaled down—

*Commissioner Donges.* The estimate of the railroad paying $1,442,000?

*Mr. Merrey.* $1,442,000; well, they have got $60,000 street damages in there. They have a

number of things in there; they have got a $140,000 depot. If they were going to put in a depot worth that we would be willing they do that; I would say when they built it it won't cost anything like that; more like $40,000 than $140,000. Counting the lost time it would be $1,000,000 or one million and a couple of hundred thousand dollars. We have worked six months preparing a plan; if they did that work they would be on it for the next couple of years. They would have three years to raise the money; there wouldn't be any great hardship in that. I want to meet them on some such line as that; reach an agreement so the commission can make a perfunctory order if it don't look as though we can do that. If we can't meet them, it is our duty to insist on the whole work being done without making any concessions at all. That is what we are asking the commission to do. There isn't so much as I can see that requires argument. As I say, the objections to the plan are practically nothing. There is really no objection to the plan that is presented by the city; that plan is practically accepted.

*Commissioner Donges.* Suppose we put the matter down as closed and take it into conference and give you leave to submit oral argument here on July 24th?

*Mr. Merrey.* That isn't sufficient adjournment. I think all that can be said July 24th. I think it all can come before the commission; there isn't so much.

*Mr. Hobart.* This is the most important case of this kind, I suppose, in the whole country at this time. It does seem to me that the suggestion I have made as to the possible change in the situation, that we ought to have a little leeway in view of the somewhat unusual condition of affairs.

*Commissioner Donges.* I don't recall just when these hearings started.

*Mr. Merrey.* A year and a half, I think, since we filed our petition; right after the law passed last year.

*Mr. Hobart.* We have always been ready.

*Commissioner Donges.* We have probably been taking testimony covering at least twelve months.

*Mr. Merrey.* It seems a question that ought to be settled and settled promptly. I say it is the first big one of this kind attempted in the State. I would like to know whether it is possible that something can be done.

*Mr. Hobart.* I really feel if there is an adjournment, after the adjournment season I might be in a position to say more definitely than I can now. That is the position I am in now.

*Mr. Merrey.* Perhaps you can say quicker if you had an order?

*Mr. Hobart.* No; I can't say on that. There may be a contest on the validity of the law and if there is any possibility of avoiding that I want to do it. I can't state anything positively on it. That is my position at this time.

*Commissioner Donges.* What objection would there be to taking it into conference and in the meantime, before the announcement is made, you could make application to reopen?

*Mr. Hobart.* I am perfectly willing to do that, if there is some understanding of the time limit when I may make such application.

*Commissioner Donges.* Of course I don't know what circumstances may arise. It may be the commission will find it impossible to dispose of it as speedily as it hopes. It will take some time to go over this case and work it out. It is a matter at best that couldn't be disposed of in a few days.

That may take one month or two months; we can't tell how long it will take.

*Mr. Merrey.* Would you require any great length of time to discuss the question?

*Mr. Hobart.* Discuss it orally?

*Mr. Merrey.* Yes.

*Mr. Hobart.* I don't insist on that; I just made the suggestion.

*Mr. Merrey.* I don't think it will require any great length of time.

*Commissioner Donges.* Why can't we take argument on the 24th?

*Mr. Hobart.* I am willing to waive argument as far as that is concerned.

*Mr. Merrey.* I will waive it too. Let it go to conference now.

*Mr. Hobart.* With the understanding if we decide to apply to reopen on the one ground suggested, we may have an opportunity to do so?

*Commissioner Donges.* Do you desire to argue?

*Mr. Gourley.* No; not if the gentlemen primarily concerned do not.

*Commissioner Donges.* We would be very glad to have the views of counsel expressed in briefs or orally.

*Mr. Gourley.* I will do what is agreed.

*Mr. Hobart.* Let it go to conference with the understanding if the railroad desires afterward they may apply to reopen on the single question of the financial situation.

*Commissioner Donges.* And do that any time before the board announces its conclusion.

*Mr. Gourley.* I ask the indulgence of the commission to have Mr. Agnew, a switch owner, testify.

*Mr. Hobart.* Is any time mentioned as to that, or will the secretary send us word ten days in advance of the decision?

*Commissioner Donges.* It is pretty hard to do that. It will be a matter of several weeks.

JOHN AGNEW, recalled on behalf of switch owners.

*Direct examination* by Mr. Gourley.

Q You have looked at these plans as far as they affect you, as far as Ann street?

A Yes.

Q Will you state briefly what your objections are and how they affect you?

A Those plans carried out that way it would demoralize our entire plant, rebuild everything and reconstruct the entire plant. The cost, I don't know what it would run to, but it would be enormous.

Q You don't dump on the level? The pockets are below the level?

A Yes.

Q What is the drop now from the track?

A It will dump—the trestle varies from about sixteen feet, I should say, to twenty feet.

Q Sixteen or twenty foot drop now?

A Yes.

Q With this elevation what will the elevation be?

A I understand this is about sixteen or seventeen feet raise at our point.

Q With that contemplated change what effect will that have on your pockets?

A Have to tear them out, rebuild; going to the additional height so much heavier material.

*Commissioner Donges.* How much is the height of the switch increased by the city's plan?

*Witness.* Sixteen or seventeen feet.

*Commissioner Donges.* Sixteen feet?

*Witness.* It would leave it thirty-five or thirty-six feet all told, so it would destroy all our plant, our present plant; have to go to very great expense; concrete and iron, I guess, I don't know.

Q What would you construct that with, do it with timber or concrete or iron?

A No, you couldn't get timber heavy enough.

*Mr. Merrey.* The witness don't know.

*Witness.* It couldn't be done with timber, I know that. It would be a case of concrete and iron or steel.

Q I suppose you know nothing about, in general, the probable cost?

A I never had an estimate. I should say it would probably cost $100,000 in our plant.

Q As much as that?

A I should say at least that.

*Cross examination* by Mr. Merrey.

Q This plant is a very large one?

A Yes, sir.

Q You haven't any pockets?

A No.

Q You dump on the ground and shovel into your wagons?

A Elevate it.

Q You have none of the latest apparatus for loading your wagons?

A Yes.

Q Wouldn't you save money if you had pockets for loading the coal into the wagons?

A No; a system of pockets under the new plan here, it would mean concrete and steel and this expanded metal, reinforced, which is very costly.

Q All the big concerns in your line of business have pockets and means of loading where they don't have to shovel?

A No; the modern method to-day of handling coal is by machinery, elevators and elevating it. The majority of the plants in the country handle it that way.

Q You have to elevate that?

A Conveyors and elevators.

Q These companies can't get a drop you have here?

A I can't say as to that.

Q What is the biggest plant for delivering coal in Paterson?

A Well, I don't know, I should say Mr. Wilson's.

Q How about the Delaware plant?

A I don't consider them to be compared with Mr. Wilson's. That plant has the same objections ours would have. With that high elevation the coal dropped from the cars to the pockets breaks a lot of it, making a lot of waste, which is a loss to any dealer. So a high fall for the coal is very objectionable. It means a large amount of waste and loss to the dealer. It isn't the same as soft coal; bituminous; this is broken to sizes, and dropping eighteen or twenty feet the waste is something awful.

Q There is no doubt about the capital in making the change as far as your company is concerned?

A Yes, there would be.

Q There will be no difficulty in getting the capital necessary?

A I don't know how many good friends we have. I think I can safely say it would mean an expenditure of $100,000 to us. I think I am within bounds in that.

Q (*By Mr. Gourley.*) The city's objection is that you could easily stand that?

A That is what makes us poor, that impression.

*Commissioner Donges.* We will take this case into conference.

## HEARING TWELVE A.

## BOARD OF PUBLIC UTILITY COMMISSIONERS

Newark, N. J., Friday, October 9th, 1914.

PATERSON GRADE CROSSING ELIMINATION—ERIE RAILROAD. } *Unlitigated Motion.*

Before the following commissioners:

R. W. E. Donges, Esq., T. J. Hillery, Esq., J. J. Treacy, Esq.

F. H. Sommer, Esq., counsel.

For Public Service Companies appears L. D. H. Gilmour.

*Commissioner Donges.* Let me direct your attention, Mr. Gilmour, to the correspondence that has passed between the Public Service Gas Company and the board in the matter of the proceedings for the elimination of grade crossings in the City of Paterson.

*Mr. Gilmour.* Yes, sir.

*Commissioner Donges.* And your request for the submission of an estimate of the cost to the Public Service Gas Company in connection with the proposed plan.

*Mr. Gilmour.* Yes.

*Commissioner Donges.* The situation is, as you know the proof has been closed and the matter has gone to conference. Unless notice was given to all parties and the matter opened so that the proof could be taken by the stipulation of all parties leave was given to make part of the record the estimate submitted. I don't see how—

*Mr. Gilmour.* Such leave was given in public in one of the hearings. I have got the transcription from the record and it shows that. I am not particular about the gas company or the electric

company. I don't care about that; but the railroad has got to submit its figures to show the total cost. A part of the cost may be imposed on the railroad company up to ten per cent. of the cost. I don't see how you can get out the total cost unless you know the railroad's figures.

*Commissioner Donges.* I confess the record does seem to give some ground to your interpretation that an opportunity would be afforded you, but the opinion of the board at the time was such opportunity would be afforded before testimony was closed. Now the testimony has been closed.

*Mr. Gilmour.* As the board will remember, these hearings were held from time to time, week after week, and there didn't seem to be anything of interest to the street railway until some plan was adopted. I made this statement before the board; the board said after we have before us for consideration some tentative plan on which the cost can be figured, then we will give you an opportunity to put in your cost figures. From time to time I made inquiries and since I found this tentative plan was in the possession of your engineer. I had our engineer go over it and examine it and make up the cost predicated on that.

*Commissioner Donges.* The thought was such testimony would be submitted before the proof was closed. The suggestion now is, if you desire an opportunity that notice be given to all the parties of application on your part to submit this proof and then we will fix a short day, because the board is anxious to dispose of the matter. If you will give notice, for example, of application next Tuesday or next Friday—next Friday perhaps would be better.

*Mr. Gilmour.* I will send the notices if you will give me the names of the parties.

*Commissioner Donges.* I imagine the situation will develop when you make your application no objection to the submission of your application will be made.

*Mr. Gilmour.* All I am particular about is the railroad's figures and the other figures don't cut so much ice as we see it; but the railroad is important because if the cost of the railroad, which is more than ten per cent. of the total cost, the railroad has got to contribute to the cost. That is the reason I expect why notice ought to be sent to the railroad company. I don't know anybody but the railroad company interested in it.

*Commissioner Donges.* I think every person in interest should be notified. That doesn't involve giving notice to each individual. I would say give notice to the counsel of the parties would be sufficient.

*Mr. Gilmour.* If Mr. Barber will give me the list.

*Commissioner Donges.* Mr. Gilmour refers to the number of switch owners and Mr. Minard and Collins & Corbin.

*Mr. Sommer.* Not only Collins & Corbin, they represent the Erie, but the railroad companies were represented singly; Mr. Lewis represented one.

*Commissioner Donges.* Mr. Barber will give you the list.

*Mr. Barber.* I can give a list of the parties notified of the hearing held heretofore. A great many were given notices; the property owners were not represented by counsel at any of the hearings and the question is whether those people

should be given notice. It can't be assumed that the counsel who represented some of the property owners will represent all the property owners.

*Commissioner Donges.* Certainly not. Those not represented should be given individual notice.

*Mr. Barber.* That is the point; to do that will require going back over our record in order to send out notices to a hundred or more names. I can't very well get over that to-morrow and he get his notices out so people will have reasonable notice.

*Commissioner Donges.* I think Friday would be the shortest day. I think it ought to be done Friday so there would be no delay in the consideration.

*Mr. Gilmour.* Friday the board sits in Jersey City, all right.

## THIRTEENTH HEARING.

## BOARD OF PUBLIC UTILITY COMMISSIONERS

Jersey City, N. J., Friday, October 16, 1914.

PATERSON GRADE CROSSING CASE,
ERIE RAILROAD CO.

Before Commissioners: R. W. E. Donges, Esq., T. J. Hillery, Esq. and J. J. Treacy, Esq.

For the City of Paterson appears Randal B. Lewis, Esq.

For the Erie Railroad Company appear G. S. Hobart and D. E. Minard, Esq.

For the Public Service Railway Company appears L. D. H. Gilmour, Esq.

For various switch owners appears W. B. Gourley, Esq.

*Mr. Gilmour.* I am ready with the engineer of the Public Service Railway Company to show what the cost will be to them.

Mr. Merrey telephoned me and I told him what we intended to do and I suppose Mr. Lewis is here—

*Mr. Lewis.* Yes, we would like to have that put in.

*Mr. Minard.* The board, I believe, has a letter by this time that was written, that we sent out a telegraphic notice to Mr. Merrey about that we would ask for to-day. He has gotten it by this time.

*Commissioner Donges.* Has any further notice been given of your desire to submit further testimony, other than the letter to Mr. Barber, secretary of the board and your telegram to Mr. Merrey?

*Mr. Minard.* No, sir. That was sent out as soon as we got a notice of this hearing to-day and we thought the board probably would want the motions heard to-day rather than later.

*Commissioner Donges.* First, Mr. Gilmour, your motion is?

*Mr. Gilmour.* For a chance to put in the cost to the Public Service Railway Company entailed by making the change in accordance with what I understand is the tentative plan now being considered by the board; those maps in the possession of Mr. Mead I had examined by engineers of the street railway company and we have figures of estimated cost predicated on the changes suggested by those plans.

*Commissioner Donges.* And you have given notice?

*Mr. Gilmour.* I have given notice to the people whose names appear on the list furnished me by the secretary.

*Commissioner Donges.* Suppose then you make proof of such service.

L. D. H. GILMOUR, sworn on behalf of Public Service Railway Company.

Pursuant to understanding had with the commission, I caused a notice, of which copy is here submitted, to be placed in envelope, with postage prepaid addressed to the following persons, addresses of which were received from the secretary of the commission.

Erie Railroad Company, David Bosman, secretary, 50 Church street, New York City; Public Service Electric Company; Public Service Gas Company; Public Service Railway Company; Western Union Telegraph Company, George H. Fearsons, general attorney, 195 Broadway, New York City; New York

Telephone Company, J. L. Swayze, 15 Dey street, New York City; Paterson and Hudson River Railroad, Paterson and Ramapo Railroad, William I. Lewis, Attorney, Paterson, N. J.; Paterson, Passaic & Suburban Telephone Company, 437 Chestnut street, Philadelphia, Pennsylvania; City of Paterson, E. F. Merrey, Esq., Paterson, N. J.; Hon. E. A. Stevens, State Road Commission, Trenton, N. J.; Leslie Elliott Company, John Agnew Company, Samuel Smith & Son Co., James Wilson & Son, McNab & Harlin Mfg. Co., Morris & Co., P. S. Van Kirk Company, Meyer & DeVogle, H. M. Post, National Silk Dyeing Company, Paterson Brewing & Malting Company, Herman Company, Fuller's Express, sent to W. B. Gourley, Paterson, New Jersey.

Q (*By Commissioner Donges.*) As attorney for—

A As attorney for those addresses. D. Fullerton & Company to Hudson & Joelson, 150 Market street, Paterson, N. J.; Cooke Locomotive Works, Paterson, New Jersey; Passaic Steel Company, Paterson, New Jersey; R. H. McDonald, Paterson, New Jersey; G. A. Zabriskie, the note here was, "letter returned by postal authorities," but that letter was addressed to Paterson, New Jersey, as I had no other address given. Commercial Lumber & Mill Work Company, Paterson, New Jersey; C. Kelly, Paterson, New Jersey; M. Goble, Paterson, New Jersey; National Wood Company, Paterson, New Jersey, Standard Oil Company, Paterson, New Jersey; Rogers Locomotive Works, Paterson, New Jersey; James A. Graham Brewing Company, Paterson, New Jersey; National Biscuit Company, Paterson, New Jersey; Paterson Vehicle Company, Paterson, New Jersey. The following are all addressed to Paterson; Paterson Beef Company, E. M. Stiles, Laffray & Herman Company, Schwarzschild & Sulzberger Company, David G. Rodgers Company, Armour & Company, Hinchliffe

Brewery, Katz Brewery, A. H. Smith, Armstrong & Sons Company, Atherton Grain Company, J. A. Leydecker, J. Vanden Handel, Swift & Company, Ashley & Bailey Company, Grasselli Chemical Company, Weidman Silk Dyeing Company, L. Lapat, Sutherland & Edwards Company, Nicholson File Company, Pugila & Gramatica, Auger & Simon Silk Dye Company, Van Winkle-Bromley Lumber Company, Gulf Refining Company, Diamond Coal Company, William Dunklee, Bon Arbor Chemical Company, Centre Paper & Box Co., Waldo Silk Ribbon Company, Hamilton Lumber Company, Olive Oil Soap Company. Those were all mailed to Paterson, New Jersey.

Q Haven't come back?

A Haven't come back yet, not until this morning. I think the postal authorities hold them for five days, something like that. These were sent on Tuesday.

Q Tuesday of this week?

A Mailed on Tuesday.

*Mr. Hobart.* Before testimony is offered on behalf of the Public Service Railway, I would like to inquire if the board will hear our application at this time.

*Commissioner Donges.* I don't see how it is possible in view of the fact that the testimony was closed with the understanding that if you desired to submit anything further an application would be made.

*Mr. Hobart.* Yes, sir.

*Commissioner Donges.* And the same practice would be followed in the case of the Erie Railroad as the Public Service Railway Company; notice should be given.

*Mr. Hobart.* To all parties?

*Commissioner Donges.* To all parties in interest, of the application. You make your application now and in accordance with the under-

standing, which the tentative motion might be called, the board will afford you an opportunity to put in additional testimony.

*Mr. Hobart.* That is all we want to understand, but of course, we could not give notice to everybody because we did not hear of this until Wednesday. We at once notified Mr. Merrey, because we felt he was the one most interested. We are perfectly willing to give such further notice, if the board thinks we ought to do that.

*Mr. Lewis.* Would your board at this time pass upon the admissibility of this line of testimony. As I understand, the Erie wishes to put in a statement of its financial condition. I cannot see of any possible way that would be material to the issue which is before your board.

*Commissioner Donges.* The board at the last hearing in Newark, at the time the board announced that the testimony was closed and the matter would be taken into conference—Mr. Hobart in the hearing suggested that it was possible that he might desire to make an application to submit some testimony as to the financial condition of the Erie Railroad which would bear upon the character of order which the board should make, as to whether for example, all of the work shall be ordered done at one time or whether the suggestion it might be done, piecemeal, or whether it should be done at all; anyone of those questions might be affected by the additional testimony which is submitted and in that view, the board thought that such testimony would be relevant. It might be material as to the character of order the board should make.

*Mr. Hobart.* Or whether any order should be made at this time or when it should be made.

*Commissioner Donges.* Or any order should be made and the board thought that an oppor-

tunity, if desired, should be afforded to submit such testimony.

*Mr. Lewis.* Your present ruling is, as I understand, if the railroad complies with the formalities as to notice you will give them another time—

*Commissioner Donges.* Such opportunity will be afforded, and the board will now fix the time, if counsel desire. Have you any suggestion, Mr. Lewis, as to any date which might not be agreeable for this purpose?

*Mr. Lewis.* I have no date in mind at all.

*Mr. Sommer.* May I ask Mr. Hobart whether a part of his testimony is to take the form of tabulations?

*Mr. Hobart.* A very considerable part of it will, but there is another section of it which cannot be very well tabulated.

*Mr. Sommer.* The reason for my question was this; if part of the testimony is going to take the form of tabulated statements, I think they ought to be furnished to counsel for the board and to Mr. Lewis in advance, in order to expedite the taking of testimony.

*Mr. Hobart.* Perfectly willing.

*Commissioner Donges.* So that counsel may know what is likely to be met.

*Mr. Minard.* There is one thing about that, Mr. Chairman, these tabulations are ready. I have gone over them, and the superintendent, in the preparation of them and if they are presented in that way, in order to make them intelligible to even the most enlightened accountant, they would have to have a good deal of explanation. They were prepared with the idea that the master mind of the company who handles these things, the comptroller himself was going to be

here and use them as a basis for his discussion and while I might give a bunch of figures, they would not mean a great deal in their present form. They would have to be very much illuminated.

*Commissioner Donges.* That might be, but certainly some idea as to the character of the testimony and certainly of the figures themselves would be gained by having them in possession and the studying of them would assist the cross examiner in expediting the hearings—

*Mr. Minard.* There is no objection to furnishing them.

*Commissioner Donges.* —and perhaps avoid a further continuance.

*Mr. Minard.* What I have said does not amount to an objection to furnishing them; only an explanation. One more point—

*Commissioner Donges.* Then they will be furnished?

*Mr. Minard.* Yes, we will furnish the statement. Of course I cannot furnish all of the figures that are going to be offered at that time, but I will furnish all those tabulated.

*Commissioner Donges.* All tabulations will be submitted?

*Mr. Minard.* Yes. We have a lot ready today.

*Mr. Lewis.* And the question of the admissibility is still arguable, I understand.

*Commissioner Donges.* No, I understood you had made your suggestion to that.

*Mr. Lewis.* They are to be submitted subject—

*Commisioner Donges.* The board has ruled that an opportunity will be afforded to the railroad company to put in such testimony as regards its financial condition as is material to the

settlement of this question. That does not of course, affect the admissibility of any particular piece of testimony but simply deals in general with the scope that the testimony is to take.

*Mr. Minard.* One of the things which entered into the considerations sometime back as to whether we would offer the financial conditions, was stating to the board certain prospects of the company and the delicacy about publishing financial conditions at that time. Those conditions have to some extent been removed but the board will recognize the reluctance of the company to lay its heart, so to speak, on the table, and I wondered whether some arangement could not be made to prevent their being published.

*Commissioner Donges.* Any matter that is submitted to counsel, I assume for Paterson, and certainly the board, will not be made the subject of advertising.

*Mr. Minard.* I know, but when the thing is in evidence, it is susceptible of being published unless the board makes a rule to the contrary. If we issue statistics to-day to counsel and something develops to-morrow that makes it—our own affairs make it impossible for that to be given in evidence, I would not want any of the statements to be published in advance of the testimony.

*Commissioner Donges.* They would not be.

*Mr. Minard.* They would not be through the board, I know, but unless some mention was made counsel for some of these would not realize the necessity of not giving information, if called upon by some newspaper for the information.

*Commissioner Donges.* Until the matter is submitted, the board would not be in the record.

*Mr. Minard.* The board would not do it or the

counsel for the board; they are in the habit of handling these figures.

*Commissioner Donges.* After once the figures are put into testimony—

*Mr. Minard.* Then of course, they are public, I understand that.

*Mr. Sommer.* They were to be furnished, I understood, simply to myself and to Mr. Lewis.

*Mr. Minard.* That is satisfactory.

*Commisioners Donges.* Simply to better prepare the cross examiner to complete his cross examination.

*Mr. Lewis.* I will give Mr. Minard a pledge of secrecy.

*Commissioner Donges.* After the information is put into the record, then it becomes public.

*Mr. Minard.* I understand that, unless some arrangement is made to the contrary.

*Commissioner Donges.* It is understood then that the Erie Railroad Company will be afforded an opportunity to put that in.

*Mr. Minard.* Was there any date to be fixed about that now?

*Commissioner Donges.* Yes, we can now fix a date. There is no question about the testimony being submitted on the date fixed?

*Mr. Minard.* I have all my witnesses on the telephone now, ready to come right here in case we were to put it in to-day. The information is ready, working nights and Sundays for a few days, in order to get it done—not Sundays exactly—but since we got this notice, we have been working constantly, men working half the night, so as to get the thing run out, so we would be ready if the board wanted it to-day.

*Commissioner Donges.* I see no reason why

we could not take this testimony one week from to-day at Newark.

*Mr. Minard.* I will send out the notices right off.

*Commissioner Donges.* You can get a list now and can get the notices out to-day, to-morrow at the latest.

*Mr. Minard.* I think the trouble before by using the secretary's name on the notice—I would like to know how the board would like to have that signed. I am willing to do it any way. Mr. Gilmour did the same thing I did.

*Commissioner Donges.* By permission of the board.

*Mr. Minard.* Then I have permission of the board?

*Commissioner Donges.* Yes, you may send out notices similar to this.

*Mr. Minard.* I have a list but haven't perhaps all of them.

*Mr. Gilmour.* He can use the list I had.

WALTER L. BARTHOLOMEW, sworn on behalf of Public Service Railway Company.

*Direct examination* by Mr. Gilmour.

Q Mr. Bartholomew, what is your business or profession?

A Engineer.

Q And with whom are you connected?

A Public Service Railway Company.

Q Have you under the direction of anyone examined the proposed plans in the office of the inspector of bridges and grade crossings of the Board of Public Utility Commissioners, relating to the change of grade of the Erie Railroad through Paterson?

A I have.

Q Have you made an estimate or caused to be

made an estimate of the cost of the streets to the Public Service Railway Company, involved by such changes at its crossings, of such streets on which the Public Service Railway Company have tracks?

A I have.

Q Will you give to the board in detail the cost to Public Service Railway Company of changing its construction at each crossing, distributable?

A I have a description here of each grade crossing at each location. That I will read. Park avenue and Market street; this location involves 1,895 lineal feet of single track street railway. The present plans call for elevating the railroad tracks fifteen feet and depressing the street three feet, giving approximately fourteen feet clearance under the bridge girders. The grade of the street on the easterly side of the railroad will be run out at Straight street and that on the westerly side will be run out at Railroad avenue. The total estimated cost to the railway company on account of the improvement at this point is $18,816.12, which includes excavation under our tracks. In addition, the change will result in a decrease in our capital account of $1,858.54.

Q (*By Commissioner Donges.*) What do you mean by that, exactly?

A By the decrease in our capital account? We have special work installed there now at very heavy expense to us.

Q What would happen?

A That would have to be removed, discarded. The alignment of our tracks will not be affected. That is for Park avenue and Market street.

Q (*By Mr. Gilmour.*) How do you arrive at that difference in capital investment, Mr. Bartholomew?

A We have special work installed there now at a value of $5,850, and that which will be replaced will be $2,475. Then there are two sets of derail levers,

switch operating mechanism at $4,000, which will account for—

Q Which will not be replaced at all?

A Will not be replaced.

Q So the value of the property which is there now is approximately $9,000?

A The total value according to our detail estimate, including every item there now, is $20,029.66.

Q The cost of the improvement is a total of what; $18,816.12?

A Yes.

Q And the difference is approximately one thousand, which will be the difference in investment when this change is made?

A Yes.

Q (*By Commissioner Donges.*) Would you have to scrap this?

A Some of it, yes. We have allowed for scrap on this.

Q (*By Mr. Gilmour.*) In these figures of cost, have you allowed the scrap value of the material which is to be scrapped?

A You mean in the detailed cost of construction?

Q Yes?

A No, not taken from that.

Q The scrap value is not deducted?

A No, it is not.

Q Is that all as to the Park avenue crossing?

A That is. I have a detailed estimate for each item down there if you wish it.

*Mr. Gilmour.* I think the board does not care for that.

*Mr. Minard.* Shouldn't we have the detailed estimate? We are interested; we have to pay the difference, what they don't.

*Commissioner Donges.* If he has it in tabulated form I should think it would be—

*Mr. Minard.* Our engineers would want to look at it.

*Mr. Gilmour.* Then all right.

*Witness.* Will I read this?

*Mr. Gilmour.* Better read it into the record.

*Mr. Minard.* I don't want to interfere with the method which the board prefers, but if a detailed estimate like that—we have no objection to its going in as a statement and then we can get copies and consider it.

*Mr. Gilmour.* I would be very glad to have it done that way. I was going to read it in the record, so the copy of the record would show all the details.

*Witness.* The types of the rails are given and the proposed, the different types and kinds, and it might be rather confusing to get it all down; some places the same rails are used, other places they are renewed by a different type of rail.

*Commissioner Donges.* It is better to put it in, I should think in the form of a tabulation.

*Mr. Minard.* It is just as much a part of the record then.

*Mr. Gilmour.* With that understanding, I will have tabulation on each of these crossings furnished. I will send copies to the board and the secretary can forward them to the railroad company.

*Mr. Minard.* So if we get it in time our engineer can make suggestions next week.

*Mr. Hobart.* I would suggest you send it direct to the company.

*Mr. Gilmour.* All right.

*Commissioner Donges.* To Mr. Lewis and the railroad company.

*Mr. Gilmour.* Mr. Lewis is interested in this detail?

*Mr. Lewis.* The city is perfectly agreeable that it go on.

*Mr. Gilmour.* I did not know whether the city wanted a detail or not, it is not interested in the cost.

*Commissioner Donges.* But in general.

*Mr. Gilmour.* In general, but as I see it not interested in the detail of cost. The railroad company of course is, because they will have to bear part of it.

*Commissioner Donges.* I think it would be well to submit it to the city.

*Mr. Gilmour.* All right. I will see that Mr. Lewis gets a copy.

Q That will do as to Park avenue and Market street. Your next crossing is Broadway?

A Broadway.

Q What is your estimate on that?

A I will read the description of what will take place. The proposed change at this location involves 1,379 lineal feet of single track street railway. The plans call for the same elevation of the railroad tracks and the same depression of the street grade as at Park avenue and Market street. The grade on the easterly side of the railroad will be run out at a point about one hundred feet east of Straight street, affecting also about one hundred feet on Straight street, northwardly from Broadway. The grade on the westerly side of the railroad will be run out at a point in our present crossover between Paterson street and the railroad tracks. The total estimated cost to the railway company at this point is $14,830.80, which includes excavation under our tracks. The alignment of our tracks at this location will not be affected by the improvement.

Q On those figures we will also submit the detail. Go on with the next one at River and Putnam?

A The proposed change at this point involves 940

lineal feet of double track street railway. The railroad tracks are to be elevated fourteen feet and the street depressed about three feet, giving a clearance under the bridge girders of about fourteen feet. The grade will be run out at Warren street on the westerly side of the railroad and at Lyons street on the easterly side of the railroad. The plans call for closing up the present River street crossing, the reason given by engineer Harder's office being on account of the sharp incline of crossing making such an expensive type of bridge necessary to carry the railroad over the street, should River street be maintained in its present alignment. One opening under the elevated structure is to provide to accommodate traffic from Putnam and River streets, making necessary a detour in our tracks and the installation of a sharp reverse curve. This means a very bad operating condition, both because of the sharp curve with increased track and equipment maintenance, and because of the obstructed view and traffic congestion which is bound to result. This proposed blocking off of River street should, therefore, be strenuously opposed by our company. The estimated cost to the railway company is $8,659, which includes excavation under the railway tracks.

Q That estimate is based on the plan with a double reverse?

A It is.

Q What would be your cost if River street were continued straight through and the alignment of the track were not changed?

A It would be about two thousand less.

Q Have you made any estimate of the additional maintenance cost required by the introduction of this reverse curve?

A If we had a reverse curve in there the rails would have to be renewed oftener. The maintenance on the curves would be higher than what it is on a

straight track, due to the fact that the curves have to be greased. I haven't any figures right with me I can give right now. I could prepare figures for that.

Q You have not prepared any figures as to the additional cost of maintenance?

A Not for that reverse curve?

Q How often in your judgment would the tracks on the curve have to be renewed?

A The rails might have to be renewed every five or six years.

Q And how long—what would be the difference in the life of the rails on straight track?

A Some places our straight track rails last twelve or fourteen years.

Q So that the difference for maintenance in that respect would be at least one hundred per cent.?

A It would.

Q Is there any increased danger from operation involved by this proposed change in alignment?

A There is. You have an obstructed view there of the street, a sharp curve there, also a slight grade coming down onto this curve.

Q The view of the car coming east would be obstructed so that a car coming west could not be observed until it had reached the opening?

A It would be necessary to install signals, yes.

Q And the maintenance of signals would be an additional cost?

A It would.

Q They are not required at the present time and would not be required if the alignment were not changed?

A They would not.

Q Take the next crossing at Madison avenue.

A Madison avenue; our track does not cross the railroad at this point, but turns from Madison avenue into Railway avenue on which street it parallels the railroad. The plans call for depressing the railroad

tracks ten feet and raising the grade at the junction of Railway and Madison avenues twelve feet, the streets to cross the railroad above grade. The grade on Railway avenue will be run out at Iowa avenue and that on Madison avenue at a point between Railway avenue and Twenty-third avenue. This proposition involves 1,028 lineal feet of single track street railway and the estimated cost to the company is $14,621.33, which includes the fill under the railroad tracks.

Q (*By Commissioner Donges.*) Includes what?

A The fill.

Q (*By Mr. Gilmour.*) Take the crossing at Clay street?

A Clay street; our track does not cross the railroad at this point but turns from Straight street into Clay street both of which streets diverge from the railroad tracks. The plans call for raising the railroad tracks nine feet and depressing the streets at their intersection about seven feet, running out the grade at Clay street at Madison street and on Straight street at Bond street, making the street cross the railroad tracks under grade. This proposition involves 614 lineal feet of street railway and the estimated cost to the company $5,351.52, which includes the excavation under the railway tracks.

Q Does that complete all the crossings where the street railway has tracks in the City of Paterson?

Q It does.

Q What is the total cost as estimated by you to the railway company of the change in accordance with the plan submitted?

A That is $62,278.77.

*Cross examination* by Mr. Minard.

Q Mr. Bartholomew, this I understand is only the estimate of the cost to you and it hasn't anything to do with the estimate with what proportion of ex-

pense of elimination of the crossing the street railway should bear?

A It has not.

*Mr. Minard.* That is all; subject to our reservation of the right to examine the detailed estimates when they come in.

*Mr. Lewis.* No questions.

*Commissioner Donges.* The matter will be continued, and the further cross examination of this witness to next Friday at Newark.

*Mr. Gilmour.* Mr. Mead has called my attention to an error in the statement which I filed. The first one should be Park avenue and Market street instead of Park avenue and Broadway. It is a typographical error and I would like to ask the secretary to note that.

*Commissioner Donges.* Why don't you send to the secretary a substitution?

*Mr. Gilmour.* With the consent of the board I will do that.

Adjourned until Friday, October 23, at Kinney building, Newark, at 10.30 A. M.

*Discussion.*

## FOURTEENTH HEARING.

## BOARD OF PUBLIC UTILITY COMMISSIONERS

Newark, N. J., Friday, October 23, 1914.

PATERSON GRADE CROSSING ELIMINATION,
ERIE RAILROAD COMPANY.

Before the following commissioners:
R. W. E. Donges, Esq.
T. J. Hillery, Esq.
J. J. Treacy, Esq.
F. H. Sommer, Esq., counsel.

For petitioners, City of Paterson, appears E. F. Merrey, Esq.

For respondent, Erie Railroad Company, appears G. S. Hobart, Esq., and D. E. Minard, Esq.

For Public Service Railway Company appears L. D. H. Gilmour, Esq.

*Mr. Hobart.* In this matter there is one particular feature, which from our standpoint is of special importance; I suggest to the board whether it wouldn't be better to have the whole board sit, if that could be arranged.

*Commissioner Donges.* That would be impossible this afternoon. There is a case on now which was started this morning and the Paterson case was fixed subject to that, so it will be impossible to discontinue now. We could give you some other day.

*Mr. Merrey.* I object to that. This testimony has been going on for over a year now, I guess. It has all been typewritten. I think the commission can get it just as well from the book.

*Commissioner Donges.* Of course, every commissioner would take the book.

*Mr. Merrey.* I object to the opening of counsel: I haven't the record before me. My understanding was they were to have the right before the final close of the case to put this in. Has the commission allowed it?

*Commissioner Donges.* At the time testimony was closed Mr. Hobart suggested to the board he might ask for an opportunity. He was told before the determination of the case if he made application we would consider it.

*Mr. Merrey.* The commission has opened it, however, to put in some figures before testimony was closed, some figures they didn't have at that time. I objected to that testimony at the time it was put in with a great deal of declamation and shouting. I think it can go in better in the form of figures and tabulations simply handed in. I don't think it will do any good for the officers of the company to come here and talk to the commission and try to impress them a little stronger. I think the figures speak stronger than any other thing.

*Commissioner Donges.* If the testimony is to be taken the company is entitled to submit witnesses to support the figures if they desire that also.

*Mr. Merrey.* I presume so. There is no reason I can see under the circumstances, the length of the case and the necessity of the commission having to go over the entire matter to impress themselves, to take the time of the whole commission and ask them to sit here while there is so much other business the commission has to attend to. I don't want to come down here another time.

*Mr. Hobart.* I only make the suggestion; we feel from our standpoint this is perhaps the most

important testimony that can be presented; we are prepared to do it by the highest officers of the departments. True, we have prepared certain tabulated statements, but they go very far from showing the situation such as could be testified to by a witness who is familiar with the situation. We feel it is so important, it is desirable to have the board sit together.

*Commissioner Donges.* It is impossible; it would embarrass the work of the board somewhat because every day is taken up.

*Mr. Hobart.* I know that. It is simply because of the unusual nature.

*Commissioner Treacy.* Have you any witnesses to-day?

*Mr. Merrey.* No, we have none. We don't propose to have any.

*Commissioner Treacy.* We meet every Monday in Newark at this office to go over reports and we can probably finish up by one o'clock and maybe arrange for Monday afternoon.

*Mr. Sommer.* Next Monday I will have to be in Trenton.

*Commissioner Donges.* In addition, Mr. Hobart, I doubt very much if anything will be gained; while it is always preferable to have every commissioner sit in every case, it is impossible; the work of the board is so heavy it is physically impossible. The record, of course, would be studied by every commissioner.

*Mr. Hobart.* Of course, in a hearing of this kind, which is somewhat peculiar, there are questions likely to suggest themselves to the various commissioners, which we are only too anxious to answer and explain fully. I understand while the board, as in every case, will read the testimony and study it, it is not quite first-hand in

the matter of arriving at a conclusion. In ordinary cases it would not make the slightest difference. It is only because it is an unusual condition that I make these suggestions.

*Mr. Merrey.* There is another matter; how about the Public Service interest in this, Mr. Gilmour?

*Mr. Gilmour.* The president already knows I am somewhat embarrassed because I am interested in this case before the board now and I would like to present some testimony, if it may be done, in regard to one crossing and the proposed plan in regard to one crossing.

*Mr. Merrey.* Which one?

*Mr. Gilmour.* The River street crossing.

*Mr. Merrey.* That is the bad one.

*Mr. Gilmour.* The place where you propose to put a kink in the street railway grade, what we regard as a very dangerous situation. I want to examine a witness in that respect. That is all I have.

*Mr. Merrey.* Can you tell us how to do it without putting the kink in?

*Mr. Gilmour.* Yes; spend ten thousand dollars more.

*Mr. Merrey.* Is that all?

*Commissioner Donges.* It is apparent Mr. Gilmour cannot submit his proof to-day, so a continuance will be necessary anyway.

*Mr. Merrey.* It will not take a lot of time, it seems to me, from what they say.

*Commissioner Donges.* If that is true it is doubtful if we could conclude that testimony this afternoon.

*Mr. Merrey.* I wouldn't be surprised if we couldn't. I would like to get along toward it.

*Commissioner Donges.* The board will fix

next Thursday morning at ten o'clock for the hearing. It is the first and only day that seems at all possible to devote to this case.

*Mr. Hobart.* We can safely take a chance on that day.

*Commissioner Donges.* Make it half-past eleven, if you please.

*Mr. Merrey.* How long will you take?

*Mr. Gilmour.* Not half an hour.

*Mr. Merrey.* I understood you were to leave us your tabulations.

*Mr. Gilmour.* I have them.

*Mr. Merrey.* The only change we are interested in in the Public Service matter is to find out whether they have included in some of their sums they may have put in, our estimates. Any duplication of our own estimates. I would have to have their tabulation to find that out.

*Mr. Gilmour.* I was going to suggest the easiest way to have that settled is to have the city engineer and the railway engineer confer and in fifteen minutes they can tell whether there is any duplication.

*Commissioner Donges.* I think they are entitled to have it in the testimony.

*Mr. Gilmour.* I don't see how we can put it in the testimony except through conference with the city engineer.

*Mr. Merrey.* There should be a conference.

*Mr. Gilmour.* I don't know what his estimates cover.

*Mr. Merrey.* There should be a conference between the Public Service and our engineer.

*Mr. Minard.* How about ours?

*Commissioner Donges.* Suppose between now and next Thursday morning a conference is had

between the engineer of the Public Service and the Erie and the City.

*Mr. Merrey.* How many months does the Erie Railroad want to examine this plan?

*Mr. Hobart.* We can do it in fifteen minutes.

*Commissioner Donges.* Can you agree when these representatives are to meet?

*Mr. Gilmour.* I can.

*Mr. Merrey.* I think any day will suit Mr. Harder.

*Commissioner Donges.* Is there any suggestion as to day?

*Mr. Gilmour.* Any day except Monday.

*Mr. Merrey.* How about Tuesday?

*Mr. Hobart.* We will adjust ourselves to your convenience.

*Mr. Merrey.* Tuesday.

*Mr. Gilmour.* What time? In Mr. Harder's office?

*Commissioner Donges.* Tuesday in Mr. Harder's office in Paterson, eleven o'clock. This matter will go over until 10.40 until next Thursday.

*Mr. Minard.* I have an affidavit of how I mailed copies of the notices; will that be satisfactory to the board?

*Commissioner Donges.* It might be just as well to show it with the same exactness as Mr. Gilmour.

*Mr. Minard.* At a later date?

*Commissioner Donges.* Yes, at next Thursday's hearing.

*Mr. Gilmour.* For the purpose of the record I want to submit the details of the figures which we presented on behalf of the street railway last week. I have them—I have sent over to the office; the man didn't understand we wanted

New Jersey State Library

three copies. I have sent over to the office for the second and third copy? I will file this copy with the board and see that the Erie Railroad and the city get a copy.

*Commissioner Donges.* All right.

Adjourned until Thursday, October 29, 1914, at the Kinney building, Newark, N. J., at 10.40 o'clock A. M.

## FIFTEENTH HEARING.

### BOARD OF PUBLIC UTILITY COMMISSIONERS

Newark, N. J., Thursday, October 29, 1914.

PATERSON GRADE CROSSING ELIMINATION,
ERIE RAILROAD COMPANY.

Before the following commissioners:
R. W. E. Donges, Esq.
T. J. Hillery, Esq.
J. J. Treacy, Esq.

For the City of Paterson appears E. F. Merrey, Esq.

For the Erie Railroad Company appears H. A. Taylor, Esq., G. S. Hobart, Esq. and D. E. Minard, Esq.

For the Public Service Railway Company appears L. D. H. Gilmour, Esq.

*Mr. Minard.* I might say now we have looked over the testimony, as far as Mr. Bartholomew's testimony is concerned and decided there wasn't anything we wanted to challenge or cross examine about it.

*Commissioner Donges.* How about the City of Paterson, the testimony of Mr. Bartholomew,

who testified for the Public Service Railway Company?

*Mr. Merrey.* I don't recall having a copy of the testimony.

*Commissioner Donges.* He testified to some physical conditions and put in a table and was to submit some further details.

*Mr. Gilmour.* Submit a detail, which we did submit to the city and the railroad company.

*Commissioner Donges.* The question is whether you desire any further cross examination of that witness.

*Mr. Gilmour.* I brought another witness here this morning who had a conference with Mr. Harder and the engineer of the Erie Railroad in regard to whether the figures put in included some figures heretofore submitted by the city and the railroad and they have arrived at a conclusion for which I was going to call him.

*Mr. Minard.* I understand they are all included, only the railroad company differs as to what figures on the costs heretofore submitted to the commission included all this railroad work, is that true, Mr. Gilmour?

*Mr. Gilmour.* I don't understand it included it all; it included most of it. The unit costs used by the city engineer are costs for which we could not do the standard construction.

R. GEORGE, sworn on behalf of Public Service Railway Company.

*Direct examination* by Mr. Gilmour.

Q Mr. George, what is your occupation?

A Assistant engineer, Public Service.

Q As such, have you had any connection with estimates of cost connected with the elimination of grade crossings on the Erie Railroad in Paterson?

A Yes, sir.

Q Did you have a conference with the engineer of the city and the engineer of the Erie Railroad Company concerning these costs?

A Yes, sir.

Q And what was that conference; what did that conference cover?

A The conference covered a comparison between the estimates prepared by the railroad company for the cost to them of making changes in their track and the similar estimates prepared by the city and the Erie Railroad for doing the railway company's part of the work.

Q Have you a tabulation of the results of that conference?

A Yes, sir.

Q Will you submit it to the board, please?

A I have my own rough notes in my hand here and Mr. Gilmour has a typewritten copy.

*Mr. Gilmour.* I have a typewritten report on that; I will submit that and ask it be marked for identification.

*Commissioner Donges.* It will be marked.

(Comparison of estimates received and marked Exhibit A for identification.)

Q Does the total on that agree?

A The copy was made in Mr. Harder's office from my notes and I compared that copy so it agrees with my figures.

Q In the figures submitted by the Public Service Railway Company to this board of the cost to the railway in changing its grade and tracks according to the tentative plan before the board, did you find on consultation that any of those figures were included in the costs heretofore submitted by the Erie Railroad Company and the city?

A Yes, sir.

Q What differences did you find between the costs, estimated costs, submitted by the Public Service Railway Company and the figures submitted by the city and the railroad company for the same work?

A The total difference between the estimated cost submitted by the city and that submitted by the Public Service Railway was $22,273.97 and the difference between the Public Service Railway estimate and the estimate prepared by the Erie Railroad was $17,375.26.

Q What was the principal items of difference in the estimates of the city and of the Public Service Railway Company?

A One of the differences was in the amount of track, lineal feet of track affected, another difference was in the unit costs of doing the work on the track, another difference was in the unit cost of grading, also in the amount allowed for paving and the type of paving.

Q In making up these figures which you have submitted, what basis of cost have you used?

A We took the actual quantities of the different materials going into the track construction and figured them at our present prices. The pavement, we used granite block pavement and the excavation throughout, we figured that at one dollar a yard as against some places fifty cents on the city's estimate and seventy-five cents on part of the Erie Railroad's estimate.

Q There were some places where granite block pavement is not now used on the streets affected?

A Yes, sir.

Q You figured granite block paving on those streets as well, did you?

A Yes, sir.

Q Had the city figured on granite block pavement or on some other kind?

A Some streets they figured granite block, some streets they had figured brick, and some streets they figured macadam. I did not put macadam back because at places where there was macadam, owing to the change in grade, the grade that would be put into our track would not permit of macadam being put back and being held on that grade very well, so we put granite block in there.

Q So, from a careful revision of the figures and from the comparison with the figures of the city and of the railroad company, and consultation with the engineers of the city and the railroad company, are you satisfied that the figures now submitted by you are the reasonable estimate of the cost that will be entailed on the street railway company for doing the work covered by the tentative plans for these grade crossings removals?

A Yes, sir.

*Cross examination* by Mr. Merrey.

Q In making this estimate, where you find work belonging to the street railway company not up to the present standard, you provide for the cost of bringing it up to your present standard, do you not?

A Yes, sir.

Q So far as quantities were concerned, you find them to be practically the same as was found by the city and the Erie Railroad Company?

A With the exception of the number of feet of track affected.

Q That particularly applies to the one crossing, doesn't it?

A It applies generally to all the crossings.

Q There is one crossing in which there was a turnout which was not estimated in the city's figures, Straight and Clay streets?

A Railway avenue, Madison street and Railway avenue.

Q Outside of that particular place the quantities generally agree, do they not?

A In every case I could give the difference in feet, at each location of track.

Q Take the Park avenue and Market street crossing; tell me where you differ there?

A Park avenue and Market street we figure there would be 1,895 feet of track affected as against 1,240 provided for in the city's estimate.

Q That additional amount of track is for track outside of the zone that the city says will be affected?

A Not entirely so.

Q You furnished a sketch to the commission, the company furnished a sketch to the commission last week in which you show there is considerable track to be relaid and renewed on Market street outside of the zone covered by the city?

A Yes, sir.

Q Doesn't that include practically all the difference?

A That includes part of the difference, but not all of it.

Q Where did the rest of the difference come in?

A I think part of the difference came in probably—I don't know on what basis the distance was figured—but probably a part of it came in by having the distance across the improvement scaled and multiplying it by two and neglecting to take in a part of that third track through the improvement. We have three tracks through a part of that improvement, if you will notice, one on one street and two tracks on the other street.

Q But the main difference is due to your intention to relay track outside of the zone covered by the work?

A Part of that track at one end has a crossover in it which is partly affected by this improvement and

it was made necessary to go back into another crossover and reconstruct the whole thing.

Q I understand you to say there is a difference of 645 feet?

A Yes, sir, 645 feet.

Q Just tell us how much is covered by the amount outside of the zone declared by the city?

*Mr. Gilmour.* I don't want to interfere with this line of questioning, but I would like Mr. Merrey to specify for the record what he means by zone.

*Mr. Merrey.* The zone as indicated on the maps where the change of grade begins on Market street.

A Probably in the neighborhood of about 375 feet, as near as I can tell. About three times that distance that I have shown on the map outside of the improvement plan, and special work.

Q There is sixty feet here (indicating)?

A Sixty-six feet at this end.

Q And two hundred and forty, and that turnover would be about 260; isn't it nearer 500 feet?

A I should say about 450 feet altogether.

Q On the Madison street and Railway avenue change there is a difference of how many feet?

A We have 1,028 feet as against 700 feet, the city's estimate, a difference of 328 feet.

Q Most of that is in the turnout?

A Most of that is in the turnout.

Q On Straight and Clay street there is only a difference of fourteen feet; one is six hundred and the other six hundred and fourteen feet?

A That is all, fourteen feet.

Q At Broadway your estimate is 1,379 feet and—

A As against 1,100 feet.

Q Where does that difference come in?

A It might, part of it, come in in the crossover

which has to be taken care of at one end of the improvement and also in special track connections down at the corner of Straight street. Probably also not any track has been allowed for reconstruction on Straight street which is affected by a change in grade, in the city's estimate.

Q Your estimate as to the amount of grading compared about with the city's?

A We figured grading under our tracks only and the city was taking our figures for that amount. I believe Mr. Harder thought our figures and calculations for under the track were probably correct.

Q You provide for putting in your specification granite block?

A Yes, sir.

Q In every place where the change is made?

A Yes, sir.

Q Notwithstanding the fact that there are other kinds of pavement there now?

A Yes, sir.

Q And you provided for substituting that for wood block on Market street and Park avenue?

A Yes, sir.

Q Wood block would cost a great deal less, would it not?

A It would cost less, yes, sir.

Q Do you think that now in Madison avenue and Railway avenue there is any need of specification granite block?

A We have figured, as I said before, on our standard reconstruction in each one of these cases with the exception of those places where we are leaving the same rail in.

Q In making changes throughout your system, do you always put in this standard?

A No, there are some places—where we have new construction we always put in standard granite block pavement.

Q No matter where you put in new work?

A Where we are putting in new work, and frequently on reconstruction work.

Q But not always on reconstruction work?

A Not always.

Q Putting in very little new work, are you not?

A Just at the present time, we are.

Q The last work that you did in the vicinity of Paterson, the extension of the Hawthorne line to Ridgewood, did you put in standard specification granite block there?

A No, sir.

Q You put in macadam there?

A Put in macadam there, that is T rail.

*Mr. Gilmour.* That is suburban reconstruction.

Q Madison avenue and Railway avenue might be considered suburban construction?

A Hardly.

Q As far as the amount of traffic is concerned?

A No, sir.

Q (*By Mr. Minard.*) At your conference with the railroad and the city engineer which you referred to, there was no agreement reached as to a given set of figures, was there?

A No, sir.

Q Each side maintained their figures were—stood by their figures, did they not?

A Mr. Brameld agreed that probably our estimate of the costs were more nearly correct than the estimates either prepared by the Erie or the city, because of the fact that we went into them more in detail and are in a better position to figure our own cost than they were.

*Re-direct examination* by Mr. Gilmour.

Q There is one more matter I did not ask you about and that is the proposed crossing at Putnam

and River streets. The method of eliminating that crossing shows a proposed reverse curve in the track of Public Service Railway; what have you to say about the desirability of changing that method of eliminating that crossing?

A I should say from an engineering standpoint and from an operating standpoint of the railway company it would be very desirable to keep River street in its present alignment rather than make the detour that is shown on the plans proposed by the city.

Q Would the carrying out of that plan create a point of danger on the railway?

A I should consider it would.

Q Why?

A Because of the fact that a view of the approach on either side is obstructed, the cars coming through from either side of this approach.

Q Do you know whether the street railway company has paid considerable sums of money in the last few years to eliminate just such situations?

A I know of several places where we have eliminated sharp reverse curves.

Q And at considerable expense?

A Yes, sir.

Q And partly to remove a danger point?

A Yes, sir.

Q In your judgment, estimated roughly, what would be the increased cost of the bridge at that point, if River street, the alignment of River street were preserved?

*Mr. Merrey.* I object to this question unless the witness has prepared a plan. A rough estimate is not of any use to the commission.

*Mr. Gilmour.* I am not asking him now as a bridge expert. I am asking him as an engineer generally what the additional cost would be.

Q What is the length of that bridge now, Mr. George?

A The plans call for a ninety foot span at that point.

Q A ninety foot span?

A Yes, sir.

Q And what area would that give, floor area?

A The floor area figured on the city's plans called for about thirty-four foot width there including platforms and that, by ninety feet—

*Mr. Merrey.* I don't object to the ability of the witness to answer the question, but to change that means a lot of work, a lot of changes.

*Mr. Gilmour.* You can show that.

*Commissioner Donges.* That will show by examination.

*Mr. Merrey.* Why should we have it if we afterwards show it is not worth anything?

*Commissioner Donges.* Let Mr. Gilmour ascertain whether he knows.

*Mr. Merrey.* If the witness has prepared such a plan we would be glad to hear what he said, but I don't see it is any use if he makes a mere guess.

Q To carry River street through on its present alignment and bridge both Putnam and River streets, have you made any estimate as to what length of bridge would be necessary?

A Yes, sir.

Q And have you computed the additional cost, figured on the estimated cost of the present bridge per square foot, as now proposed by the railroad company?

A Yes, sir.

Q And what would be the adidtional cost estimated that way?

A The additional cost based on the per square foot price as provided for in the city's estimate would bring the total cost of such a bridge up to about $55,000.

Q And what is the present estimated cost?

A About twenty thousand dollars.

Q So that the difference would be about $35,000?

A Yes, sir, on that basis.

*Re-cross examination* by Mr. Merrey.

Q That would require greater floor depth, wouldn't it, of the bridge?

A It would depend entirely how they lay out the columns to support the bridge for the space between the abutments at either end.

Q You have not gone into a plan, the cost of a plan in exchange for the one that is presented, have you?

A No, sir, not prepared any plans.

Q So you cannot tell what it would cost to change it and make a straight crossing there?

A No, sir.

*By Mr. Minard.*

Q Do I understand you correctly, that on the basis of the plan submitted for River street the kind of a crossing that you have described would cost thirty-five thousand dollars more?

A Based on the same per square foot price that the city used.

Q You speak of the company's willingness to spend money to eliminate this sort of what you call danger points?

*Mr. Gilmour.* He did not speak of the willingness to do it, he spoke of their having done it.

Q Their having done it. Do you know anything about whether the Public Service Railway Company is willing to bear this difference if the plan is changed?

A No, sir, I am not in a position to state that.

*Mr. Minard.* I would like to know from Mr. Gilmour.

*Mr. Gilmour.* I am not the Board of Directors.

*Mr. Minard.* It would make a difference whether we put in testimony to rebut this sort of testimony.

*Mr. Gilmour.* Under this act we have an obligation up to ten per cent. of the total cost of this work, and if in the execution of the work a burden is put on the street railway company by this kind of construction which entails an expense equal to over ten per cent., and where one accident might cost all of the benefit to the street railway by this change, I think the street railway company ought to protest, for that reason.

*Mr. Minard.* The only reason I said anything on that point was this; when the city has agreed on a form of crossing there which suits it and so far as the general plan is concerned, no testimony has come from the railroad company to criticise that method of crossing, if the thirty-five thousand dollars difference in cost of the crossing is to be considered solely for the benefit of the trolley company, then it ought to be considered outside of their ten per cent. cost of the whole.

*Mr. Gilmour.* I want to say right here that I don't know of anything in the act that will compel the street railway company to put a reverse curve in its tracks to conform to this method of undercrossing.

*Mr. Minard.* All I know is that the act says—

*Mr. Gilmour.* They have a definite location in that street.

*Mr. Minard.* I don't know, very few know what the act does mean. I know what it says, in one place, that the utility company such as the street railway shall make necessary changes to make its railway conform to the order of the commission. What that means I don't know.

*Mr. Gilmour.* That means change of grade and not change of street line.

*Commissioner Donges.* That can hardly be true, can it, Mr. Gilmour; when the act provides that the location of the street may be changed?

*Mr. Gilmour.* I have examined the act, not very carefully, but I was rather of the impression that the change of street lines was a matter that required agreement rather than a direction of the commission.

*Commissioner Donges.* I think not, under the language of the act.

*Mr. Gilmour.* I have not examined it carefully, but here is a position where the street railway company has a location in the street, it is under obligation under the act to change to conform to a change of grade on that street, it is under a franchise obligation to conform to a change of grade, but having been located in the street by the city under the authority of a State law, I have some doubt as to whether, without its consent, its location in the street can be changed to its disadvantage. I only suggest that at this time. I have not worked it out carefully.

*Commissioner Treacy.* Could it be changed to its advantage?

*Mr. Gilmour.* Possibly not, but it would consent to such a change.

*Commissioner Treacy.* Couldn't the street railway defeat the very object of this statute if it did not want to consent, where it would be necessary to change the street line?

*Mr. Gilmour.* No, I think not. I think it could defeat the closing of the street. That is my point. I think that you can close streets under this act where there is no other interest except the city and the railroad company, but where there is a vested right of a street railway to use

a street for a public use, it does not seem to me that under the act you can change that location to the detriment of the street railway or to the disadvantage of the public use.

*Commissioner Treacy.* Suppose the only way that a railroad crossing could be eliminated would be by a change in the street line?

*Mr. Gilmour.* That is a different case from any that is presented here.

*Commissioner Treacy.* Wouldn't this board in that case have the right?

*Mr. Gilmour.* I have not examined that question.

*Commissioner Treacy.* Would the railroad company have the right to prohibit or obstruct the elimination of the grade crossing by not consenting to that?

*Mr. Gilmour.* The street railway? I don't think they would take that position at all.

*Commissioner Treacy.* You are maintaining the board has not the right to order that.

*Mr. Gilmour.* I think that is true, under the act.

*Commissioner Treacy.* Then the statute would be of no value in this connection.

*Mr. Gilmour.* The statute is not as carefully drawn as it might be. I think—I have a theory which, as I said, I have not worked out to my own satisfaction, but my impression now is that the board cannot take away from the street railway a vested right which it has to the use of the street, either by closing the street or making that use dangerous.

*Commissioner Donges.* Your idea is the rights of the street railway are superior to those of the public.

*Mr. Gilmour.* No, not at all. I think the

rights of the street railway are the rights of the public.

*Commissioner Donges.* If they are no greater, if you can close a public street against the public—

*Mr. Gilmour.* That is provided in the act.

*Commissioner Donges.* Certainly provided in the act.

*Mr. Gilmour.* But it is not provided as to the railway. The power is not in the act as to the railway.

*Mr. Gilmour.* I offer now that report in evidence and ask it be received.

I ask that the board now authorize the marking of the tables as exhibits. There was a statement of the cost submitted and verified by the testimony of the witness afterward, and a sheet showing those costs was submitted to the board and asked to be marked as an exhibit. That was in Jersey City.

*Commissioner Donges.* Let that be marked P.S.R.-1.

(Same is received and marked Ex. P.S.R.-1.)

*Mr. Gilmour.* Then the board said will you submit details of those figures. The details I submitted last Monday and offered them here and supposed they were marked.

*Commissioner Donges.* The detail statement may be marked P.S.R.-2.

(Detailed statement of cost to Public Service Railway received and marked Ex. P.S.R.-2.)

*Commissioner Donges.* And the comparative statement may be marked P.S.R.-3.

(Statement of comparison between costs as estimated by the Public Service Railway Company, City of Paterson, and the Erie Railroad Company, received and marked Ex. P.S.R.-3.)

W. H. BRAMELD, recalled on behalf of respondent.

*Direct examination* by Mr. Minard.

Q You attended a conference at the city hall in Paterson with the engineers for the Public Service Railway Company and the city, did you not?

A I did.

Q You are familiar with the statement that has been brought here, P.S.R. Exhibit 3?

A Yes.

Q Did you make a comparison of your own as between the Public Service Railway and the Erie Railroad?

A Yes, I did.

Q Does it differ in any way from the statement already in evidence?

A As to the total amounts, no. This statement is a comparison between the estimate made by the railroad company on the city's plan and the estimate submitted by the Public Service Railway engineer, and indicates the quantities and unit prices that were used in the railroad estimate, to enable the commission to note in detail just how much the Public Service Railway estimate increased the cost of the work over the figures that have already been submitted by the railroad company on its estimate and that amounts between the Erie estimate and the street railway company's estimate, to an increase of $17,375.26, as testified to by Mr. George.

Q Then the difference between your statement and the one already in is that the details are in, regarding quantities and unit prices?

A Yes.

*Mr. Minard.* I offer that simply to explain more fully what this exhibit, P.S.R.-3, is intended to do. I will read the title of it: "Erie Railroad Company, office of Assistant Engineer. Comparative statement of estimate of cost of street

railway work taken from estimate submitted to Public Utilities Commission of New Jersey to Public Service Railway Company and estimate submitted to Public Utilities Commission of New Jersey by Erie Railroad Company, in connection with elimination of grade crossings, Erie Railroad, Paterson, N. J."

(Statement here described received and marked Exhibit R-110.)

*Mr. Gilmour.* Under this grade crossing act there is a provision that the street railway company may be required to pay a part of the cost up to ten per cent. The board makes a finding that these grade crossings shall be eliminated in a certain way, based on estimated costs. What I desire to ask is as to the present thought of the board, whether the amount which the street railway company will have to pay will be a fixed amount based on those estimated costs or whether it would be a percentage of the total cost when the work is actually completed and the actual total cost is ascertained.

*Commissioner Donges.* The fourth section of the act says, "Where the order of said board shall require changes in, or the removal of the property or constructions of any telegraph, telephone, gas, electric, lighting, power, water, oil, pipe lines, or other company or corporation, copartnership or individual, they shall, at their own expense, move or change the grade or location of their property, or constructions in conformity with the order of said board."

*Mr. Minard.* Section Two contains the other one.

*Commissioner Donges.* Section Two says, "The entire expense of such alterations, changes, relocation or opening, including damages to adjacent property, shall be paid by such railroad, unless

a street railway uses such crossing, in which event the board may order not exceeding ten per centum of such expense directly chargeable to the crossing used by the street railway company, to be paid by the company operating such street railway and the balance to be paid by the company operating such railroad." Now, just how the board would direct the street railway and what portion it should pay, the board at this time is unable to say.

*Mr. Gilmour.* I have no questions to ask this witness if the board in its finding is going to follow the words of the act and direct the street railway company shall pay ten per cent. of the cost connected with the particular crossing. Then I don't care whether he uses one dollar as a unit cost for excavation or whether he uses fifty cents, because when the actual cost is ascertained we pay a percentage of it, and it does not make any difference to me what unit prices he estimates on.

*Commissioner Donges.* Certainly, in no case could your company be required to pay more than the statute says, and that is, "not exceeding ten per centum of such expense directly chargeable to the crossing used by the street railway company."

*Mr. Gilmour.* If our cost of conforming to the change is more than that ten per cent., then the excess is paid by the railroad company, that is evident.

*Commissioner Donges.* I should say you had better, Mr. Gilmour, at this time, cross examine to cover whatever you think is necessary, because the board is not prepared now to announce as to the basis that will be adopted, so you better fully protect yourself.

*Cross examination* by Mr. Gilmour.

Q Mr. Brameld, in estimating the cost of excavation I notice you use fifty cents a yard; do you think that is a reasonable estimate for excavation beneath the surface of street railway tracks where the railway has got to be kept in operation?

A I don't use fifty cents, I use one dollar the same as the Public Service.

Q I thought you used fifty cents?

A Except, I use fifty cents at Madison avenue, because that is filling material and I use one dollar at all streets except River street where I use seventy-five cents on account of the large quantity of excavation.

Q You say you use seventy-five cents at River street on account of the large quantity of excavation. What is the quantity of excavation at River street?

A I think it was something like sixty-eight hundred cubic yards.

Q How much?

A Sixty-eight hundred cubic yards.

Q You mean the total excavation?

A Yes.

Q In the Market and Park avenue excavation for the street railway is 974 cubic yards and for that you have allowed one dollar a yard as a unit price; in River street the grading by the street railway company is only 545 cubic yards and there you use a price of seventy-five cents; is that a fair difference when the work is even less than it is at Market street?

A On the total amount of grading at River street it is considerably less. When I figured those estimates I didn't figure the trolley company had to excavate the material under its tracks, but that the excavation would be let as a whole to one contractor.

Q Then you have not figured especially on the cost of work done by the street railway company to

conform its tracks to the plan? You have only figured on general cost to do the whole work?

A Yes.

Q That is all?

A Yes.

Q (*By Mr. Minard.*) Mr. Brameld, on that point, having the work done by one contractor, of course, that would be the most economical way of doing it, rather than have different people doing different parts here and there?

A As a usual thing it is, yes.

*Mr. Minard.* I want to offer, not so much for it evidential value, but for the benefit of the commission in comprehending the Erie system as a whole, the map which is taken from our 1914 annual report entitled, Erie Railroad with branches and connections, 1914. It contains the different lines in different colors with an explanation which will indicate what the different colors mean and gives a very good picture of the system.

*Commissioner Donges.* You offer this?

*Mr. Minard.* I offer it for the information of the commission.

*Commissioner Donges.* Let it be marked.

(Map entitled Erie Railroad, with branches and connections, 1914, received and marked Exhibit R-111.)

*Mr. Minard.* The last time we were here I stated I would file an affidavit showing proof of the mailing and the president was of the opinion we better follow the precedent.

D. E. MINARD, sworn on behalf of respondent.

Can I say I did it in accordance with that affidavit and offer that as an exhibit?

*Commissioner Donges.* Yes.

*Witness.* I prepared notice to be sent to all of the parties mentioned on the list which I obtained of the parties interested in this case, and had that notice printed in post card form and deposited in the post-office letter chutes in the building, 50 Church street, which chutes are installed by the United States Postal authorities.

Q (*By Commissioner Donges.*) When?

A I think it was on Monday of last week, as that hearing was to be held on Friday. I sent them out on the day set forth in that affidavit and to the persons mentioned in that affidavit and in the manner stated therein, and I will offer that affidavit.

Q With copy of notice attached?

A Copy of notice attached.

*Commissioner Donges.* That will be admitted and marked as Exhibit R-112.

(Affidavit as to mailing of notice of hearing received and marked Exhibit R-112.)

Q That was then on October 19th?

A Yes, sir, that is my recollection, but that affidavit states it exactly.

CHARLES P. CRAWFORD, sworn on behalf of respondent.

*Direct examination* by Mr. Taylor.

Q Mr. Crawford, you are an officer of the Erie Railroad Company?

A Yes, sir, comptroller.

Q And of its subsidiary companies?

A Yes, sir.

Q How long have you held that position?

A Since February, 1910.

Q What was your position before that time?

A Auditor.

Q How long were you auditor?

A Four or five years.

Q How long have you been connected with the service of the Erie Railroad Company and its predecessors?

A Over thirty years.

Q Continuously?

A Almost.

Q What is the nature of your duties as comptroller?

A Chief of the accounting department.

Q You have general charge of the accounts of the Erie Railroad Company and its subsidiaries?

A Yes, sir.

Q Mr. Crawford, have you prepared an income statement of the Erie Railroad Company, including the Chicago & Erie Railroad for the year ending June 30th, 1914, as compared with 1913, showing the increases and decreases on each item?

A I have, yes, sir.

Q Is that statement prepared from the books of accounting of the company?

A It was.

Q Is it correct?

A It is.

*Mr. Taylor.* I will offer that in evidence.

(Statement entitled "Erie Railroad Company income statement, for years ending June 30, 1914 and 1913," received and marked Exhibit R-113.)

Q You stated, Mr. Crawford, that that included the Chicago & Erie Railroad?

A Yes, sir.

Q Kindly explain what the Chicago & Erie Railroad is.

A The Chicago & Erie Railroad is that portion of the lines operated as part of the Erie system which extends from Marion, Ohio, to the Indiana State line and having trackage rights over the Chicago & Western Indiana, giving entrance in Chicago.

*Mr. Taylor.* If the commission will refer to the exhibit offered a few moments ago, the map, they will see where that line is.

Q (*By Commissioner Treacy.*) That is about how far from Chicago?

A 269 miles.

Q From Chicago to Hammond?

A 19.99 miles.

Q Hammond is about the end of the Chicago & Erie?

A Yes, sir, the State line.

Q (*By Mr. Taylor.*) We have trackage rights over that nineteen miles?

A Yes, sir.

Q The Chicago & Erie owns and operated the line between Hammond and Marion?

A Yes, sir.

Q What is the relationship between the Chicago and Erie Railroad Company and the Erie Railroad Company?

A The Erie Railroad is the owner of the capital stock of the Chicago & Erie.

Q The entire capital stock?

A Yes, sir.

Q But the Chicago and Erie Railroad is a separately operated railroad, is that correct?

A It is.

Q Which reports separately to the Interstate Commerce Commission and files its own tariffs?

A Yes, sir.

Q Are the accounts from which this statement, Exhibit R-113, is made, kept in accordance with the rules and requirements of the Interstate Commerce Commission?

A Yes, sir.

Q What is the difference in the net income as shown for the years ending June 30th, 1914 and 1913, respectively?

A For the year ending June 30th, 1913, the company's net income was $8,105,675. For the year ending June 30th, 1914, it was $1,422,975, a decrease of $339,488.

Q (*By Commissioner Donges.*) That is wrong.

A A decrease of $6,682,700.

Q (*By Mr. Taylor.*) That is the total net income of the Erie system, is that correct; that is including the Erie Railroad and the Chicago & Erie?

A Yes, sir.

Q That however does not include the New York, Susquehanna & Western Railroad Company?

A No, sir.

Q Or the Wilkesbarre & Eastern?

A No, sir.

Q Or the New Jersey & New York Railroad Company?

A No, sir.

Q Nor the Bath & Hammondsport Railroad Company?

A No, sir.

Q Mr. Crawford, referring to this map, Exhibit R-111, how is the Bath & Hammondsport Railroad referred to, or rather, shown on that map?

A The Bath & Hammondsport is a line ten miles in length, extending from Bath, New York to Hammondsport, New York, shown in black ink.

Q Marked B. & H. R. R.?

A Yes, sir.

Q How is the Wilkesbarre & Eastern shown on that map?

A In yellow ink, extending from Stroudsburg, Pennsylvania, westward to Wilkesbarre and Minooka.

Q It is shown on this map as part of the New York, Susquehanna & Western Railroad, is it not?

A Yes, sir.

*Mr. Taylor.* The statement on the map with respect to the New Jersey & New York Railroad is self explanatory.

*Commissioner Donges.* You say that line runs from Stroudsburg?

*Mr. Taylor.* The Wilksbarre & Eastern, yes.

Q What was the difference in the surplus as shown on this income statement of the Erie Railroad system for the two years?

A The corporate surplus for the year ending June 30th, 1913, was $6,682,568. For the year ending June 30th, 1914, it was but $159,523, a decrease of $6,523,-045.

Q Were appropriations for additions and betterments in 1914 more or less than in 1913?

A They were $154,845 less.

Q So if they had been the same in 1914 as in 1913, there would have been practically no surplus, is that correct?

A It is.

Q Referring to the railroad operating income of the Erie system as shown on this map, what was the difference between the railroad operating income of the two years?

A A decrease of $3,741,031.

Q What was the total income in 1914?

A Gross income?

Q Total railway operating income for 1914?

A $12,759,567.

Q That is net of course, net so far as operations are concerned. That is not, I want the commission to understand, that is not the gross receipts?

A That is revenues, less expenses and taxes.

*Mr. Taylor.* It is net revenues from operation after deductions for fixed charges.

*Mr. Merrey.* I understand the witness is reading figures from the tabulation.

Q Mr. Crawford, how did the operating income of the Erie system for the year ending June 30th, 1914, compare generally with operating incomes earned by the system for the last ten years?

A It was the smallest in any year since 1905, with the exception of the panic year of 1908.

Q How did the extent of railroad operated in 1914 compare with the extent of railroad operated ten years ago?

A One hundred miles more.

Q In 1914?

A Yes, sir.

Q How did interest charges and road rentals compare in 1914 as compared with 1905?

A They increased from 1905 to 1914, $2,609,553.

Q So that amount, $2,609,553, represented additional fixed charges which the road had to make?

A It did.

Q Out of an income which was the smallest—out of net operating income which was the smallest in ten years, is that correct?

A Yes, sir.

Q How does the surplus in 1914 compare with the surplus as shown in the last ten years?

A The smallest of any for the past ten years, with the single exception of 1908.

Q What was the smallest surplus excepting 1908 and 1914?

A $2,565,717.

Q As compared with the surplus in 1914 of one hundred and fifty-nine thousand and some odd dollars; is that correct?

A $159,523 in 1914; yes, sir.

Q I understand, Mr. Crawford, that the appropriations for additions and betterments are taken out of the net income of the system before you state your surplus, is that correct?

A They are, yes, sir.

Q So the amount of the surplus of course, would be affected by the amount appropriated for additions and betterments in any particular year?

A Yes.

Q You stated, and the statement shows, that the amount appropriated from income for additions and betterments in 1914 was approximately five hundred and two thousand dollars. How does that compare with the average for the ten years from 1905 to 1914?

A The average for the ten years 1905 to 1914, inclusive, was $970,689.

Q So that it was considerably less than the average in 1914?

A Much less.

Q There is another item of appropriations of income to sinking and other reserve funds which comes out of net income before surplus is stated, according to your exhibit.

A Yes.

Q What does that amount include, generally speaking? Give the character of the charges.

A It is the amount we are required to pay to the trustees of one of our mortgages as a sinking fund and is based on the tonnage of coal produced on one of our subsidiary companies, one of our companies of which the capital stock is owned by the Erie Railroad.

Q So that is in the nature of a fixed charge as to amount?

A Based on tons of coal produced.

Q And does not vary greatly from year to year, is that correct?

A It does not.

Q Have you prepared an income statement for the Erie Railroad system for the two months ending August 31st, 1913 and 1914?

A I have.

Q Was that prepared from the books of the company, the same as the other?

A Yes, sir.

Q And is it correct?

A It is.

*Commissioner Donges.* Let me ask Mr. Crawford, before you leave this other statement—by the way has it been offered and given a number?

*Mr. Taylor.* Yes, 113.

Q (*By Commissioner Donges.*) Item number 12, dividend income, shows that in the year 1913 $2,611,880 and 1914 $800,320. Of what does that item consist?

A Dividends on capital stock owned by the Erie Railroad Company.

Q And it showed a decrease of $1,811,560?

A A great decrease. One company which in 1913 we had dividends amounting to $2,450,000, in 1914 the same company only paid dividends of $500,000.

Q (*By Mr. Merrey.*) May we ask what company that is?

A The Pennsylvania Coal Company.

Q (*By Commissioner Donges.*) Item 14, income from unfunded securities and accounts; what does that represent?

A That is, the funded securities according to the classification are all securities maturing more than

one year after date. Included in this item 14, interest on unfunded securities, is interest on any short term notes which the company owns and advances made to other companies. The principal item in which there was a large decrease, which I assume you would like to know about, is largely on account of interest received from the Hillside Coal & Iron Company.

Q For advances made?

A Which owes the Erie Railroad Company a very large sum for advances made in previous years.

Q (*By Mr. Taylor.*) Made in what years, Mr. Crawford, recent years?

A No, prior to 1895. They were able to pay, or rather they did pay during the year 1913, $1,419,990.

Q Mr. Crawford, right in that connection, state what you know about any extraordinary sources of income the Hillside Coal & Iron Company had during that year?

A Yes, sir. While in 1914—

Q (*By Commissioner Donges.*) In 1913, did I understand you to say?

A Yes, sir, they paid $1,419,990.

Q That was interest on the—

A On this very large indebtedness they owe to the Erie Railroad Company. They are able to pay that on account of having been successful in litigation in securing and collecting a judgment in relation to royalties on coal which had been mined for many years which gave them funds and allowed them to make this large payment.

Q (*By Mr. Taylor.*) You mean back royalties, Mr. Crawford?

A Yes, sir.

Q (*By Commissioner Donges.*) The Hillside company is a coal mining company?

A Entirely so, yes, sir.

Q (*By Mr. Taylor.*) Of which the Erie Railroad Company owns the capital stock?

A The Erie Railroad Company owns the entire capital stock of the Hillside Coal & Iron Company. Having made that large payment in 1913 it caught up with the interest to date so the interest payments in 1914 is practically only the amount which accrued during that year, with the exception of about four thousand dollars from another coal company. That would explain the decrease in the account to which you called attention.

Q (*By Commissioner Donges.*) So that the income shown in 1913 of $2,006,119 was more than was customarily received from sources included in that item?

A Very much more, yes, sir.

Q Would the sum of $424,453 be about what that fund ordinarily produces?

A I think it would.

Q What is received from these sources?

A Yes, sir.

Q (*By Mr. Taylor.*) Coming back to item 12, Mr. Crawford, as to dividend income; what would you say about whether the income in 1913 was extraordinary?

A Much above the average.

Q In order that we may have the whole thing, what would you say about income in 1914 on that item?

A Based on previous years, that would seem to be below the normal.

Q How much do you think?

A I haven't any figures at hand to answer that question.

Q (*By Commissioner Donges.*) I understood you to say though, Mr. Crawford, that the income, dividend income in 1913 was about what would be ordinarily expected?

A I did not intend to say that in 1913.

*Mr. Merrey.* Didn't you answer practically all that was owed to the company by one concern?

*Commissioner Donges.* No, not on that item.

*Mr. Taylor.* I think what Mr. Crawford said was, that the income from funded securities was about what was to be expected. He said, and I brought this out, because I want to be entirely fair and open with the commission, that the dividend income for 1914 as shown here is somewhat below the average.

*Mr. Merrey.* Yes, he said that, but he also said that one company was in default for practically the difference, as I got it.

*Witness.* That is in item 14, sir.

*Mr. Merrey.* Dividend income I spoke about. You gave the figures and mentioned one company, the Pennsylvania Coal Company.

*Commissioner Treacy.* He said there wasn't any dividend paid on the stock.

*Mr. Taylor.* He said they did not pay a dividend on the stock and the figures they owe made up almost the difference here.

*Mr. Merrey.* That is the way I got it.

Q (*By Commissioner Donges.*) Will you tell us what the fact is; what the dividend ordinarily received from the Pennsylvania Company is, if you are able to give that?

A I have no figures to give on the average dividends received from the Pennsylvania Coal Company. We received during the year 1913, $2,450,000 and in the year 1914, $500,000.

*Mr. Taylor.* The commission will observe that is within about $300,000 of the entire account in both years.

*Mr. Merrey.* In other words, the decrease in that dividend practically is the cause of this decrease?

*Mr. Taylor.* The decrease in that item, yes.

*Witness.* The Pennsylvania Coal Company dividend practically explains that.

Q (*By Mr. Merrey.*) They owe you that money and haven't paid it?

A No, sir, they paid their dividends.

*Mr. Taylor.* Dividends are not owed until declared.

Q (*By Commissioner Donges.*) No dividend declared in excess of $500,000?

A Not up to this time, no, sir.

Q (*By Mr. Merrey.*) It is not a fixed dividend they must declare?

A No, sir.

Q Not preferred stock or anything of that kind?

A Oh, no.

Q (*By Mr. Taylor.*) The fact is that the Erie Railroad Company owns all the stock of the Pennsylvania Coal Company and that all profits which the Pennsylvania Coal Company can spare from its working capital are declared as dividends and paid to the Erie Railroad Company?

A I understand that is their policy, yes, sir.

Q As far as that is concerned, do you know whether the Pennsylvania Coal Company has a separate management, and separate board of directors from the Erie?

A It has.

Q And its business is run separately on its own account?

A Yes, sir.

Q Are you an officer of the Pennsylvania Coal Company?

A No, sir.

Q (*By Commissioner Treacy.*) Do you know, Mr. Crawford, of your own knowledge what was the cause of the decrease of the dividend of the Pennsylvania Coal Company?

A Only in a general way. I had understood they had an immense amount of coal stocks and had not sold it, their surplus being tied up in stock of coal rather than being in cash.

Q (*By Commissioner Donges.*) They had mined more than usual?

A I could not say as to that, sir.

Q Or had not been able to move the usual quantity of coal?

A My understanding was the sales were decreased largely, particularly in the northwest. That is merely hearsay.

*Mr. Taylor.* Mr. Chairman, permit me to call your attention to the fact that their revenue in 1914 under item, coal, shows a decrease on the Erie Railroad system of $877,934 in gross revenue.

Q (*By Mr. Taylor.*) Mr. Crawford, how does the movement of anthracite coal and bituminous coal compare on the Erie system?

A It is a very small portion of bituminous coal.

Q What proportion of the anthracite coal shipped, roughly speaking, is the coal mined by the Pennsylvania Coal Company?

*Commissioner Donges.* Shipped over the Erie, you mean?

*Mr. Taylor.* Yes.

A What proportion of that shipped over the Erie is Pennsylvania coal?

Q Yes?

*Commissioner Donges.* Pennsylvania Company coal.

Q The percentage of the total coal mined by the Pennsylvania Coal Company?

A More than half of it.

Q More than half of it?

A Yes, sir.

*Mr. Taylor.* So, Mr. Chairman, you can see the amount of coal shipped by the Pennsylvania Coal Company as indicated by these figures is very much less in one fiscal year than in the other.

Q (*By Commissioner Treacy.*) Do you know how the amount of coal now on hand, of the Pennsylvania Coal Company, compares with the amount usually on hand?

A I do not. It was merely stated to me by an employe that they had a very large stock of coal on hand and I assumed from his calling my attention to it, that it must have exceeded previous years, but I have no figures.

Q Do you think the amount of coal on hand would be equal in value to the difference in dividend declared by the company in 1913 over that of 1914?

A I haven't any figures that would give that, sir.

*Mr. Taylor.* Mr. Commissioner, we would be glad to file, if you wish, a statement of the average amounts received as dividends by the Erie Railroad Company from the Pennsylvania Coal Company for a series of years.

*Commissioner Donges.* That would be well to do, inasmuch as that is the chief item of decrease.

*Commissioner Treacy.* Mr. Taylor, the point I had in mind was this; Mr. Crawford has testified that the reason, or the principal reason why the same dividend was not paid this year by the Pennsylvania Coal Company as was paid in previous years was due mainly to the fact that it has a large stock of coal on hand.

Q (*By Mr. Taylor.*) Did you so testify, Mr. Crawford?

A I said I had heard so. I think my testimony will show that is hearsay.

*Commissioner Treacy.* If the value of that stock on hand is comparable or equal to the value of the dividends that are usually declared, it might have some bearing.

*Mr. Taylor.* I shall be very glad to endeavor to obtain a statement of the comparative amount of coal in stock by the Pennsylvania Coal Company this year and last year. You understand they always have a large amount of stock in hand.

*Witness.* Probably four or five million dollars worth.

Q (*By Mr. Taylor.*) At all times, at least in every year at the same time of the year.

A Yes.

Q But some years would be more than others?

*Commissioner Donges.* Suppose you submit a statement then.

*Mr. Taylor.* I will endeavor to obtain that. I don't know whether I can get that or not—

*Commissioner Donges.* Showing the dividends over a period of years.

*Mr. Taylor.* —but I think I can.

*Witness.* The dividends paid to the Erie Railroad are obtainable, of course.

*Mr. Taylor.* The dividend is.

*Commissioner Donges.* And the other too, perhaps.

*Mr. Taylor.* I will endeavor to get it.

Referring to the second statement, Mr. Crawford, Erie Railroad Company, income statement for the two months ending August 31, 1914 and 1913—I will offer that in evidence.

(Statement entitled "Erie Railroad Company, income statement, for the two months ending August 31, 1914 and 1913," received and marked Exhibit R-114.)

*Mr. Merrey.* I had a couple of questions I wanted to ask Mr. Crawford about Exhibit 113.

*Commissioner Donges.* It might be well to take that up, unless you prefer—

*Mr. Taylor.* If only one or two questions to get rid of the thing for good, I won't object. If you are going to develop it into a protracted examination, I think we can—

*Mr. Merrey.* I only have a couple of questions. The commission has covered most of the examination I intended to make.

Q (*By Mr. Merrey.*) I wanted to ask Mr. Crawford, under the head of rail operations—expenses, the first item is maintenance of way and structures. I want to ask if that is fixed in any permanent way, the amount of expenditures which must be made.

A Not that I am aware.

Q That is, you spend on that item as much as you can afford in consideration of what is needed?

A I could not testify as to that. I only know what was expended.

Q What was expended?

A Yes.

*Mr. Taylor.* I will have a witness you can ask about that.

*Mr. Merrey.* Then I won't ask any further questions.

*Mr. Taylor.* I have offered this statement.

*Commissioner Donges.* Yes, it is marked Exhibit R-114.

Q (*By Mr. Taylor.*) I think you said, Mr. Crawford, this is prepared from the accounts of the company the same as the other statement, and is correct?

A In exactly the same manner, and is correct.

Q The fiscal year of the Erie system ends when?

A June 30th.

Q Is that the explanation of putting two statements in in this form?

A For the two months of the present fiscal year, yes.

Q For those two months of the two years how does the net income compare?

A There is a slight increase in net income, increasing from $611,457, for July and August, 1913, to $625,523 for the months of July and August, 1914.

Q Take the railway operating income, what change is shown there as compared with last year?

A There is a decrease of $46,231.

Q Take the railway operating revenues, what is the difference between this year and last year?

A A decrease of $282,406 in operating revenue.

Q That means then that the railroad company received $282,000 less from the public for the conduct of its transportation business in the two months August 31st, 1913 and 1914?

A Yes.

Q How much did they save in expenses?

A The expenses were reduced by the sum of $236,568.

Q That is operating expenses?

A Yes.

Q Mr. Crawford, have you prepared a statement showing the principal of the obligations of the Erie Railroad Company maturing during the period from October 14th, 1914, to June 30th, 1915?

A Yes, sir, the statements start with the month of November, Mr. Taylor.

*Mr. Taylor.* When I said principal, I meant obligations which are for principal payments as distinguished from interest.

I will offer that statement which Mr. Crawford has prepared in evidence.

*Commissioner Donges.* It will be marked.

(Statement entitled, "Erie Railroad Company, statement showing obligations [principal only] maturing during period October 14th, 1914, to June 30th, 1915," received and marked Exhibit R-115.)

Q What is the total amount of those obligations?

A The statement shows $18,831,000 including an October payment of $203,312.

Q Which has been made?

A Which has now been made, yes, sir, leaving the total commencing with November, $18,628,627.

Q These payments are described as either equipment trust certificates, construction obligations, real estate mortgage or collateral notes?

A Yes, sir.

Q Describe the character of each one of those.

A The items shown as equipment trust certificates are the installments due on new equipment purchased.

Q That is, the railroad company already has the equipment in its possession?

A Oh, yes.

Q And is called upon under written obligations to pay those amounts at stated dates?

A Practically all our new equipment is bought under the so-called equipment trust plan. We secure it by paying, giving an initial payment of possibly fifteen or twenty per cent. in cash and the balance is deferred and the principal is paid in twenty equal installments, semi-annually, due semi-annually.

Q (*By Commissioner Donges.*) Does that come out of current income, operating income?

*Mr. Taylor.* I will come to that.

Q (*By Mr. Taylor.*) Those installments have to be paid to the holders of the obligations in cash, do they not?

A They do.

Q Those equipment obligations are not extended as they fall due, are they?

A Never have been, no, sir.

Q Always taken up and paid?

A Yes, sir.

Q That is the universal practice of railroads, so far as you know?

A Yes, sir.

Q Of course, they are legal obligations which would have to be paid if insisted upon, of course, the equipment trust obligations?

A Yes, sir.

Q Are you familiar with the terms of those agreements, Mr. Crawford, in a general way?

A I think so.

Q Do you know whether under the terms of the agreements the possession of the equipment which the company is using is dependent on those payments being made?

A Yes, sir, and title is not secured by the railroad company until final payment is made.

Q How can the railroad company get money to pay obligations of that sort, where from?

A Either from its general fund, that is, its income, or the sale of bonds.

Q What is the nature of the construction obligations shown on this statement?

*Commissioner Donges.* Before you leave that other, the equipment trust certificates—Mr. Crawford, has it been the practice of the Erie

Railroad Company to pay the equipment trust certificates falling due, maturing, out of income, so far as possible?

*Witness.* Not appropriated from income, but paid out of the current cash.

*Mr. Merrey.* What is it charged to in this other statement?

Q (*By Commissioner Donges.*) In Exhibit R-113, where does that expenditure appear?

A R-113 is a statement of the income account and it would not appear except the only entries in the income account affecting these car trust would be under interest on funded debt, which would include the interest.

Q But not any of the principal?

A No, sir, the principal appears on our balance sheet as an asset under the heads of additions and betterments, and the liability appears on the other side of the balance sheet as bonded debt.

Q Is any part of this eighteen millions paid out of income, permanently paid out of income?

A As the equipment is purchased, the Board of Directors designate at that time whether it shall be charged to capital account, additions and betterments with the intention of later being reimbursed by securing bonds from the trustees under the mortgages, or whether they will permanently appropriate it from income.

Q In the year ending June 30th, 1914, what sum of money was appropriated by the Board of Directors out of current income for the payment of maturing certificates?

A None.

Q All payments on such account were made from?

A The treasurer pays them out of his general cash.

Q And how then is the treasurer reimbursed, how

was it during that period from June 30th, 1913, to June 30th, 1914?

A We secure from the trustees either general lien bonds or convertible bonds.

Q (*By Mr. Taylor.*) Just a minute—what do you mean by general lien bonds?

A The general lien bonds are issued under the Erie Railroad first consolidated mortgage.

Q Dated in 1895, December 1895?

A 1895. The mortgage provides that of this fourteen million, I think that was set aside for additions and betterments to the property, the company could procure from the trustee, bonds to the extent of one million per year by furnishing a statement they had expended the previous million for proper capital purposes. That is, real additions to the property. We are not permitted to include in those certificates, expenditures over five years old, so that there is only a very small proportion, and there may be—well, there is, none of the expenditures on these car trust certificates can be included in those certificates until the final payment is made and we get title to the property.

Q (*By Commissioner Donges.*) Then meantime are all payments made out of current income?

A Yes, sir.

Q And then in the expenses charged to operating expense is the aggregate of these payments on these car trust certificates?

A Not at all. These are capital payments. They have no relation to—

Q I understand however, there is no way of securing reimbursement for such capital expenditures until the completion of the payment and title is secured?

A That is true, yes, sir.

Q So that any semi-annual payments—

A Yes.

Q —made, must be made out of current income?

A They are, yes, sir.

Q (*By Mr. Taylor.*) But they are not charged on income account?

A The liability is set up on the books for the total amount of the car trust certificates. As the treasurer pays them off, we credit cash and charge to that capital account. It don't appear in the income.

Q (*By Commissioner Donges.*) Don't figure as an operating expense?

A No, sir, only the interest.

Q (*By Mr. Taylor.*) However, Mr. Crawford, I assume that the amount which the company has available as a result of its current operations is a very important factor in determining whether it is able to meet these payments as they become due, is that correct?

A Yes, that is the entire factor.

Q (*By Commissioner Donges.*) In other words, it cannot pay the money if it hasn't got it?

A Yes.

Q (*By Mr. Merrey.*) Before we pass that, on Exhibit R-113 under 33, there is an item marked, appropriations of income for additions and betterments.

A Yes, sir.

Q Do you ever pay any of those car trust, equipment trust certificates out of that item?

A No, sir. These are the items amounting to $502,000 in the year just closed, they are the amounts selected by the board as being definitely appropriated from our income and devoted to the betterments of the property, so it would not be applicable to dividends in case we earn a sufficient amount to pay dividends.

Q You mean to say none of that money was ever used for taking up these equipment trust certificates?

A No.

*Mr. Taylor.* The question is, whether in any year, as I understand it, Mr. Merrey, whether in any year, the company devoted any part of its appropriation of income for additions and betterments to the payment for equipment; is that your question?

*Mr. Merrey.* That is it; not any one year. I am asking for that one year, 1914.

*Witness.* Yes, I recall--I cannot state the exact year—but I recall that equipment purchased I think, under two or three trusts, were appropriated from income instead of capitalizing them, but none of this.

Q The intention of the company evidently is, as far as equipment trust certificates are concerned, to fund them later and make them part of the principal debt of the company?

A I think it is, where we can include them in our statement to the trustee in which to procure these general lien bonds of which I speak.

Q If you cannot get them, cannot issue general lien bonds to pay for those, you have to appropriate from some other place. It can only come from your surplus.

*Mr. Taylor.* I will come to that, if you will let me proceed.

*Mr. Merrey.* I thought you were through, and I want to call attention, before we pass from this exhibit, to the fact that the bulk of the amount shown on this exhibit, 115, I think it is, this last exhibit, includes collateral notes.

*Commissioner Donges.* Mr. Taylor had not taken up anything except the equipment trust certificates.

Recess from 12.45 to 1.45 P. M.

AFTER RECESS.

CHARLES P. CRAWFORD, resumes the stand.

*Direct examination* by Mr. Taylor continued.

Q Mr. Crawford, returning for the moment to the subject of these equipment trust obligations and to the question of what the policy of the company has been with respect to paying for equipment out of income and capital; I understood you to say in response to a question I framed for Mr. Merrey, that the company has expended various amounts from time to time out of its income, appropriated for that purpose, for the purchase of equipment?

A Yes, sir.

Q Such expenditures not being capitalized, is that correct?

A That is right?

Q In such cases is that equipment usually covered by a car trust at all?

A Only in two or three cases which I mentioned this morning.

Q As a general proposition, when you pay for equipment out of appropriated income what is done about the issuing of any car trust; anything at all?

A None are issued, merely paid out of the general working fund of the company.

Q And that is the end of it?

A That is the end of it.

Q So that these cars and other equipment which are covered by the equipment trust certificates are the cars which it has been intended from the first to capitalize?

A With the exception of the three which I mentioned this morning.

Q With the exception of the three trusts which you mentioned this morning?

A Yes, sir.

Q Illustrating that, I will ask you to refer to the annual report of the Erie Railroad Company to its bond and shareholders, first, for the fiscal year ending June 30th, 1913. Do you find anything in there to indicate whether or not the company appropriated any amounts from income for additions and betterments in the form of equipment?

A Yes, sir, large sums; on page ten of this report under the heading giving the expenditures for additions and betterments appropriated from income—

Q Don't read all the figures, Mr. Crawford, leave out the hundreds of dollars, just read the thousands.

A — I find these items; 250 gondola cars, $170,400; fifty refrigerator cars, $25,000; one dynamometer car, $5,000; track construction car, $5,000; seventy-one cinder cars, $35,000; six locomotive cranes, $33,000; miscellaneous equipment, $178,000.

Q Are there similar expenditures in other years?

A Yes, sir.

Q For a greater or less amount in every year?

A Yes, sir.

Q Turn to say 1911, just on a chance, I haven't looked at it, and state the approximate amount in round figures, the approximate total amount in round figures that was appropriated out of income that year and paid for equipment.

A Nearly $800,000.

Q None of that was covered by these equipment trust certificates?

A No, sir.

Q That $800,000 would be charged to the additions and betterments account on your income statement.

A Shown as a deduction from income, yes, sir.

Q The same as appears on your exhibit here?

A The same as the item of $502,000 in the 1914 income statement; but that is included in 1911, the total item was $1,339,000.

Q And that included the $800,000 for equipment?

A Yes, sir.

Q So the $500,000 which you got down for 1914 would include any corresponding items spent in that year. What did they amount to?

A Only about $300,000.

Q What page of that report does that appear on, in 1914?

A Page 10.

Q So then to summarize it, these equipment trust obligations and the amounts charged to income, appropriated out of income to purchase new equipment, are two separate and distinct ways of securing new equipment?

A Yes, sir.

Q And the payments which you have to make out of whatever funds you have in your treasury to take up these equipment trust certificates are in addition to whatever payments you may be making in that year for the purchase of equipment out of appropriated income?

A Yes, sir.

Q Referring to Exhibit R-115, the second class of obligations which has to be met during the coming year was stated to be construction obligation. There are two items of that sort on the exhibit. What is the nature of those items?

A The first item, $13,890, is due the City of Buffalo for elimination of grade crossings there. A number of years ago we were financially in about the condition we are now and the City of Buffalo advanced the funds to pay for the Erie Railroad's proportion of the expense of eliminating the grade crossings in the City of Buffalo, and we are paying it in installments, I think it is for a period of twenty years. The second item, $90,000, covers a note given in payment

for construction work on property in Cleveland, the ore docks.

Q Those ore docks are in use, Mr. Crawford?

A They are.

Q Have been for several years?

A Yes.

Q And this is simply a part of the payment therefor?

A Yes, sir, there were a number of notes issued.

Q Running over a series of years?

A Yes, sir.

Q There is one small item of real estate mortgage; what is the nature of that?

A I haven't the explanation of that. We have a number of rather small items, mortgages which were on real estate at the time we acquired it and as they became due we have been paying them off as we could.

Q I presume, as a practical matter, that small amount of $37,000 could probably stand, couldn't it; if the holder of the mortgage was willing to accept his interest and not foreclose it would stand?

A Yes, we frequently allow them to run after maturity.

Q That amounts to only $37,000?

A $37,000.

Q The remaining items on this sheet, R-115, are entitled "Erie Railroad Company collateral notes," two items aggregating six million dollars.

*Commissioner Donges.* And another of ten million.

Q And another of ten million, three items of sixteen million; what is the nature of those obligations?

A The ten million dollars of notes falling due in April, 1915, were issued to secure funds with which to double track the Chicago & Erie Railroad and a portion of the Meadville division of the Erie Railroad.

Q Just state where the Meadville division is.

A It extends from Salamanca, New York, to Meadville, Pennsylvania. The work on the Meadville division was principally between Corry and Meadville, but it included double tracking between Salamanca and the first station, Red House, also the elimination of the grade crossing at Jamestown, in the reconstruction of the passenger terminals at that point.

*Mr. Taylor.* That, Mr. Chairman, is something which can be described in detail by a later witness, as to the nature of the work done.

Q Has that money been expended, Mr. Crawford?

A It has practically all been expended, a few hundred thousand dollars yet remaining to be applied on the Jamestown work.

Q (*By Commissioner Donges.*) What?

A Two or three hundred thousand yet remaining to be applied on the Jamestown work.

Q (*By Mr. Taylor.*) Is that under way?

A That is under way?

Q Under contract?

A I believe so.

Q The company is under obligation to expend that money?

A Yes, it can expend it in no other way, because it is required by the order of the Public Service Commission of New York.

*Mr. Merrey.* I might say right at this point, it seems to me now quite evident we won't get through with this matter to-day, but these are all matters that the company had in hand and could have testified to before the hearing closed. As I understood, they were only going to be permitted to show at this hearing matters of financing and reports of the company which they have

come into possession of since the hearing closed.

*Commissioner Donges.* I think, Mr. Merrey, the idea was to show the present financial condition of the company.

*Mr. Merrey.* Yes, but here they have been going over now a lot of notes which were issued long before the time of the other hearing in this matter, except, I notice, these last notes of six million were issued in October, 1914. They are undoubtedly renewals. So far as this statement is concerned there isn't anything at all new in it that they did not have at the time the examination closed. Of course, I cannot see the pertinence of all this material being offered. It seems to be along the lines of the opening of the testimony. The commission, however, has permitted it to go in and I would like to call the attention of the commission, that they are going beyond what they ought to do. So far as their August statement is concerned and so far as this statement showing the income and condition of the company at the close of June 30th, 1914, that was clearly within what the commission intended, but it don't seem to me it was intended they should be allowed to explain how all their present indebtedness was incurred, when it was incurred long, long ago.

*Commissioner Donges.* This statement goes no further than to show what payments according to the company's view it will be required to make between October 14th, 1914, and June 30th, 1915. We will take it.

*Mr. Merrey.* The point I make is they have that information in their possession.

*Commissioner Donges.* I dare say they have all of it—

*Mr. Merrey.* They could not have had all.

*Commissioner Donges.* —shown on this statement.

*Mr. Merrey.* Yes, but not on the other.

*Commissioner Donges.* We will take this.

Q Passing to the other two items of collateral notes aggregating six million; what is the nature of those obligations?

A Five million is a renewal of a note for a similar amount which was issued to secure funds to reimburse the treasury for moneys expended in improvements, additions and betterments.

Q (*By Commisioner Donges.*) Of what character?

A They were of the general character, construction work along the road and the funds having become depleted by using it for those purposes the company issued this five million short term note.

Q When were those notes first issued; do you know?

A Yes, sir, I think I have it here. Page eleven, under financial, the third paragraph, I think it is, explains the issue. "On April 1st, 1914, $13,500,000 three-year five and one-half per cent. collateral gold notes, and on April 8th, a special note maturing October 1, 1914, for $1,000,000, were issued, the proceeds thereof being applied toward the payment of $12,500,000 collateral gold notes and $2,500,000 short term notes maturing April 8, 1914, $500,000 of the last mentioned notes being retired." The million dollar note shown on the bottom of Exhibit R-115 is a renewal of the million dollar note which I just mentioned.

Q How long is it since the Erie Railroad Company has sold any bonds to the public?

A We sold a few Pennsylvania collateral bonds in 1908. With that exception we have not been able to market any bonds since 1906.

Q And so these notes have been the method which the company has adopted of financing, during that period?

A That is right.

Q And these renewals have simply marked the accumulation of such notes, is that correct?

A That is right, yes, sir.

Q Of course, when you say the company has not been able to sell bonds, you mean they have not been able to sell them on terms which the directors thought were acceptable, is that correct?

A The price too low, yes, sir.

Q What method was adopted for renewing these notes in October, 1914, Mr. Crawford?

A The five million dollar note and the one million dollar note were, I believe, held, each held, by one banking institution and we were able to renew with them. Of the $4,500,000 collateral gold notes which matured October 14th, 1914, a renewal of the notes was offered at a rate of ninety-seven and a half—

Q You mean offered by the company?

A Offered by the company to the holders of the notes. We were able to secure consent of the holders of but $1,300,000 of those notes.

Q And that I left how many?

A $3,250,000 which it was necessary to take care of. The company succeeded in getting a syndicate of bankers, largely, I think wholly, made up of banks where we had our deposit accounts. They made up a syndicate and under-wrote the balance of them.

Q Where were those banks located?

A At various places along the line of the road between New York and Chicago?

Q All along the line?

A Yes, sir.

Q And you say those were the banks with which the company had been doing business as a depositor?

A Yes, sir, where we have our active deposit accounts.

Q Is that a usual way of raising money, Mr. Crawford?

A It is unusual, so far as we are concerned.

Q Why did you resort to it?

A We were told by our financial advisors it was up to us to get the renewal.

Q On account of the existing financial situation?

A On account of the existing financial condition in New York.

Q Have you also prepared a statement showing the obligations, principal only, as contrasted with interested, maturing during the year ending June 30th, 1916?

A I have.

Q Is that statement correct?

A It is.

*Mr. Taylor.* I will offer the statement entitled "Erie Railroad system, statement showing obligations (principal only) maturing during year ending June 30, 1916."

(Same is received and marked Exhibit R-116.)

Q (*By Commissioner Donges.*) Going back to Exhibit 115, this item of ten million Erie Railroad collateral notes, it is the expectation to renew those notes?

A We hope to.

Q They bear interest at what rate?

A Five per cent.

Q (*By Mr. Taylor.*) Have any arrangements as yet been made for the renewal of any of these obligations, Mr. Crawford?

A I believe some preliminary arrangements have been made; they are discussing a new mortgage.

Q But no definite and final arrangements have been made, have they?

A Nothing definite, no, sir. The meeting of stockholders to agree on the mortgage has been postponed two or three times. The next date is next Tuesday.

Q (*By Commissioner Treacy.*) The stockholders are to meet to agree upon the making of a new mortgage?

A To approve of the mortgage, which, I believe, has been written up, but it has not yet assumed definite shape.

Q (*By Mr. Taylor.*) Have any contracts been made for the sale of bonds to be issued under that mortgage?

A Oh, no, no, sir.

Q Referring now to Respondent's Exhibit 116; what is the total amount of obligations, principal obligations, that is, obligations for principal maturing during the year ending June 30, 1916?

A $11,241,000.

Q Most of those items are equipment trust certificates?

A They are similar items to those appearing on Exhibit R-115, with the exception of the first item, I think.

Q That is a promissory note?

A A promissory note issued by the Long Dock Company, $700,000. That is a second renewal of a note for the same amount issued by the Long Dock Company.

Q What is the Long Dock Company?

A The Long Dock Company is the owner of practically all of the Jersey City Terminal used by the Erie Railroad Company. The property extends from the east portal of the tunnel to the water front.

Q From the east or west portal of the tunnel; the west portal of the tunnel, isn't it, Mr. Crawford?

A Yes, the west portal of the tunnel.

Q It includes the tunnel, in other words?

A Yes, that is right.

Q What is the relationship of the Erie Railroad Company to the Long Dock Company?

A The Erie Railroad Company owns the entire capital stock of the Long Dock Company, and leases its property. The conditions of the lease are that the Erie Railroad Company shall pay the interest on the bonds of the Long Dock Company which, I think, is $37,500 per month, all taxes and maintenance and other charges.

Q Then, I take it, in order to retain its Jersey City terminal, the Erie Railroad Company has to stand in back of the Long Dock Company?

A Oh, yes, indeed.

Q What was this note of the Long Dock Company issued for?

A For the purchase of the elevator at Jersey City. My recollection is the price of the elevator was a couple of hundred thousand—was ninety thousand more than this note.

Q That includes the wharf property on which the elevator is located?

A Yes, sir, and the Long Dock mill and elevator property.

Q That is the structure, the Long Dock mill is the structure on the dock out beyond the elevator?

A To the westward of it, yes, sir.

Q Eastward, you mean, Mr. Crawford?

A I really thought it was to the west. I may be mistaken. I have not been over there in years. It adjoins it.

Q (*By Commissioner Treacy.*) This promissory note, how much of this $700,000 was issued for the Long Dock elevator?

A The price of the elevator, as I recall, was $790,-

000. Two notes were issued, one for $90,000, one for $700,000, each in favor of the Erie Railroad Company. The Erie Railroad Company endorsed the $700,000 note and sold it.

Q (*By Mr. Taylor.*) Mr. Crawford, as I understand it, the amount of this purchase price was fixed by contract years ago, was it not?

A It is stated in the contract issued many years ago.

Q The elevator was constructed under a contract which bound the Long Dock Company to purchase it at a fixed price at a fixed date, is that correct?

A It is.

Q Did the contract require the payment of the amount which the Long Dock Company paid at the time this note was issued?

A It did.

Q (*By Commisionser Donges.*) The contract was one of the Long Dock Company?

A Yes, sir, the contract was of the Long Dock Company with the owners of the elevator, that the Long Dock Company would purchase the property at a specified date.

Q The Long Dock Company is legally a separate corporation—

A A separate corporation.

Q —from the Erie Railroad?

A Yes, sir.

*Mr. Taylor.* All of the stock, of which, however, is owned by the Erie Railroad.

Q The obligation is primarily that of the Long Dock Company?

A Yes, sir, the note runs to the Erie Railroad, endorsed by the Erie Railroad Company and sold.

Q Does the Long Dock Company now own the elevator or the Long Dock Mills & Elevator Company?

A The title is in the Long Dock Company. The Long Dock Mills is an additional building.

*Mr. Taylor.* The Long Dock Mills is not a company in which the Erie Railroad Company has any interest. It is a lessee of the property of the Long Dock Company.

*Witness.* This $700,000 appears on this statement and of course, the Erie Railroad Company has got to raise the money.

Q It advanced that money, however, to the Long Dock Company?

A Yes, sir.

Q (*By Mr. Taylor.*) Does the Long Dock Company operate anything?

A No, sir.

Q So it has no income to pay the interest on its bonds except what it receives from the Erie Railroad Company and from the lease of this elevator, is that correct?

A That is all.

Q And such small parcels of property as it may own in Jersey City.

A That is all.

*Commissioner Donges.* But the Erie Railroad Company is a creditor of the Long Dock Company for this amount?

*Mr. Taylor.* Yes, that is true.

*Witness.* Yes, sir.

Q (*By Mr. Taylor.*) These bonds of the Long Dock Company are a lien on the Jersey City terminal used by the Erie Railroad Company?

A Yes, sir.

Q There is another item on this Exhibit R-116, which is different, mortgage bonds, Tioga; what are those?

A Those are bonds of the Tioga Railroad Company which become due in November, 1915.

Q What is the Tioga Railroad Company?

A The Tioga Railroad Company is the owner of the property extending from Elmira, New York, southward to Hoyteville, and Arnot, Pennsylvania.

Q It is shown in blue and marked, Tioga division, on the map?

A It is a leased line of the Erie Railroad.

Q Does the Erie Railroad also own the capital stock of the Tioga Railroad Company?

A It does and it has it pledged under its mortgage.

Q Is this mortgage which is coming due in 1915 a lien on the railroad and property of the Tioga Railroad?

A Yes, a first lien.

Q There is a similar item, mortgage bonds, B. N. Y. & E. 1st, $2,380,000 shown on Exhibit 116, explain that item.

A The Buffalo, New York & Erie Railroad, was merged with the Erie Railroad Company at the time of the reorganization.

Q What reorganization, 1895?

A The reorganization of December 1st, 1895.

Q (*By Commissioner Donges.*) Where is the Buffalo, New York & Erie?

A It has title to that portion of the main line—

Q What you call the Buffalo division?

A Not exactly, it is the portion from Painted Post around via Batavia to Attica, part of our main line at the western part of New York State.

Q (*By Mr. Taylor.*) It is part of the Rochester division on the map, isn't it?

A Yes, sir.

Q What is the nature of this mortgage which is coming due in June, 1916?

A It is the first mortgage on that section of the road and was assumed by the Erie Railroad Company in December, 1895.

Q This $90,000 construction obligation due in June, 1916, is that another—

A That is another one of the notes given in settlements for reimprovements made in the ore docks at Cleveland.

Q This construction obligation, various, due July, 1915, fifty-two thousand dollars; what is that?

A I haven't the detail of that. We have only two other construction obligations beside the one in connection with the ore docks in Cleveland, and those are the matters that the City of Buffalo for construction work which I have heretofore explained and notes given the Buffalo, Rochester & Pittsburg in settlement for improvements made on the Bradford division.

Q That portion of the line over which they—

A The Buffalo, Rochester & Pittsburg operates its trains.

Q (*By Commissioner Donges.*) Wouldn't the items of ten million shown on Exhibit 115 and five and one million, sixteen million of collateral notes, as well as the items, the first six items on Exhibit 116 be largely chargeable to capital account, be proper capital expenditures for additions, improvements and betterments, that would be properly chargeable.

A With the exception of the one million, sir, I would say, yes, sir.

Q (*By Mr. Taylor.*) I suppose, Mr. Crawford, it would be the expectation of the company to capitalize those amounts in some permanent form, would it not?

A Yes, sir.

Q If its credit was sufficient to enable it to do so?

A Yes, sir.

Q Have you prepared a similar statement showing the obligations for principal as contrasted to interest maturing during the year ending June 30, 1917?

A I have.

*Mr. Taylor.* I will offer that statement in evidence as Respondent's Exhibit 117.

*Commissioner Donges.* It will be admitted.

(Statement entitled "Erie Railroad system, statement showing obligations maturing during year ending June 30, 1917, received and marked Exhibit R-117.)

Q What is the total amount shown on that statement, Mr. Crawford?

A $16,079,000.

Q I observe, Mr. Crawford, two items of construction obligation, $90,000 and $52,000.

A The same explanation as in Exhibit R-116.

Q There is also an item of $13,500,000, and the balance other than the items which I have mentioned is all for equipment trust certificates?

A Additional installments on some equipment trusts, as appeared on the other statement, yes, sir.

Q Go back to the item of $13,500,000 Erie Railroad Company collateral notes issued April, 1914, and due April, 1917; did you explain a little ago what those notes were for?

A I can do so now, more particularly perhaps. On April 1st, 1914, thirteen and a half millions three-years five and a half per cent. collateral gold notes together with a special note for a million dollars were issued, and the proceeds used to take up twelve and a half millions of collateral gold notes which became due at that time, with two and a half million short term notes. We were able to retire $500,000 at that time. The twelve and a half million of which these

notes are renewal were short term notes issued for the reason that we were unable to market our bonds, and the bonds are pledged as collateral.

Q You mean the bonds which the company was authorized to issue under the terms of its mortgages?

A The bonds, yes, sir, which the company had received from its trustee in reimbursement for expenditures made for reasons stated, we were not able to market them, but to procure funds, the short term notes at relatively high rates of interest were issued.

Q That is all part of the plan which the company has pursued for the last six or eight years of taking care of its capital obligations temporarily, by issuing short term notes, is that correct?

A Yes.

*Mr. Taylor.* Mr. Chairman, I should like to offer in evidence, although I haven't them here at present, I should like to file as an exhibit in this case copies of the open mortgages of the Erie Railroad Company.

Q What are they, Mr. Crawford?

A The first consolidated mortgage dated December, 1895, covering the issue of prior lien and general lien bonds.

Q I wanted you to describe the mortgages so we can identify them, that is all. You have described the first consolidated mortgage of December, 1895.

A The next in order of date would be the Pennsylvania collateral indenture, but that is not a mortgage.

Q I intended to include that.

A The Pennsylvania collateral indenture of February 1st, 1901. The Erie Railroad Company's general mortgage, popularly known as the convertible mortgage, of April 1st, 1903.

Q Take first the general mortgage; what was the

total amount of bonds which could be issued under that mortgage?

A I could not answer.

Q How many bonds are there under that mortgage which have not yet been issued and which the company can secure to reimburse it for past or future expenditures out of its income?

A Two millions. There were seventeen million reserved and we have received from the trustee fifteen millions.

Q So that on the basis—

A Just a minute—that refers to general lien bonds only. Of the prior lien bonds all have been received which the mortgage provided.

Q Then the company is practically limited, with the exception of this two million, the company is limited to the bonds which it may secure under the convertible mortgage?

A Yes, sir.

Q Now, as to the Pennsylvania collateral indenture which you referred to; what is the nature of that security?

A The bonds issued under that indenture together with, I think, five million of capital stock of the Erie Railroad, were issued for the purchase of the capital stock of the Pennsylvania Coal Company and the Erie and Wyoming Valley Railroad Company.

Q What is the Erie & Wyoming Valley Railroad Company?

A A railroad extending from Lackawaxen, Pennsylvania, to Plains, near Scranton.

Q What does it correspond with on the map in evidence? Look at the map and see what it is called on the map.

A Shown in red and marked Wyoming division.

Q Are the expenditures for which the company

may be reimbursed by issues of bonds under the Pennsylvania collateral indenture limited?

A They are restricted to expenditures on that railroad and it also provides that we may be reimbursed for expenditures made on the property of the coal company, but we are not expending any there.

Q The coal company is spending that itself?

A The coal company is providing for that itself.

*Mr. Taylor.* Mr. Chairman, I should like to have made a part of the record those three mortgages which Mr. Crawford has referred to and give them exhibit numbers, R-118, 119 and 120 respectively.

*Commissioner Donges.* Very well, that may be done.

(First consolidated mortgage of December, 1895, marked Exhibit R-118.)

(Pennsylvania collateral indenture, February 1, 1901, marked Exhibit R-119.)

(Erie Railroad Company general mortgage, April 1, 1903, marked Exhibit R-120.)

*Mr. Taylor.* I desire to call the attention of the commission particularly to the provisions of those mortgages which provide for what purposes bonds may be issued, so that they will be able to see the restrictions under which the company may obtain bonds to reimburse its treasury, under those mortgages. With the board's permission I will have those portions of the mortgages marked on the copies which are put in, for convenience of reference.

*Commissioner Tracy.* Did Mr. Crawford state what amount of bonds can be issued under the convertible fifty year mortgage?

*Mr. Taylor.* He did not. I don't know as it makes very much difference until you can sell them.

*Commissioner Treacy.* You have to issue bonds to take care of all these notes that are maturing, of which you have some thirty million.

Q (*By Mr. Taylor.*) Mr. Crawford, has there been any market for these convertible bonds in recent years?

A There have been no sales.

Q (*By Commissioner Treacy.*) How do you expect to take care of the thirty million of collateral notes? Eventually you intend to capitalize those items?

A Yes, sir.

Q What was your scheme for taking care of them?

A It is hoped that we will be able to have this new mortgage in operation by that time, if the conditions warrant.

*Mr. Taylor.* That is a general refunding mortgage, Mr. Commissioner.

Q What amount?

A I believe the amount is not to be stated. I understand not less than three hundred million, to be known as the refunding and improvement mortgage. The particulars have been more or less made public recently.

Q You propose under that mortgage to refund—

A To refund all of these underlying securities as they come due, including these equipment trust obligations or a percentage of them.

*Mr. Taylor.* Of course, the commission appreciates that is dependent on our ability to dispose of the bonds issued under that mortgage.

*By Mr. Taylor.*

Q I suppose the company has been securing the bonds issuable under these various mortgages from the trustees from time to time as it was entitled to them under the terms of the mortgage, is that correct?

A Yes, we have taken advantage of all of those and each year have secured the instalment which the mortgage provided.

Q Are those bonds, generally speaking, pledged under these notes?

A All of them.

Q All of the bonds which the company has been able to secure under these mortgages are pledged under these notes?

A Yes, sir.

Q (*By Commissioner Donges.*) In other words, the practice of the company is to take down the bonds from the trustee and pledge them with these notes?

A Yes, sir.

Q (*By Mr. Taylor.*) Mr. Crawford, has there been made in your department and under your direction, an estimate of the additional revenue which will be obtained by the Erie Railroad Company from the increases in rates in Central Freight Association territory and a certain few in trunk line territory which the Interstate Commerce Commission said might be made, in its opinion of last summer?

A Yes, the auditor—

*Mr. Merrey.* You mean which they authorized.

*Mr. Taylor.* They did not authorize them, but they wrote an opinion in which they indicated that certain increases might be made.

*Commissioner Donges.* You mean, pointed out how revenues might be increased.

*Mr. Taylor.* I am not talking about that, Mr. Commissioner.

*Commissioner Donges.* Only of increases of rates?

*Mr. Taylor.* Only of increases of existing rates which they set out that it might be made.

*Mr. Merrey.* In other words, the company must file, whatever rates are actually authorized, they must file a statement of them with the commission for a certain length of time.

*Mr. Taylor.* We have to file—in order to increase any rate we have to file them thirty days in advance with the Interstate Commerce Commission, any interstate rate. In this advanced rate case to which I refer the commission indicated that if the rates in certain territory were increased by a certain amount, the commission would not suspend the increases. Now I am asking Mr. Crawford whether he has made an estimate of how much the Erie Railroad Company may expect to get from such increases.

*Witness.* We have made a rather rough estimate. It would have taken a long period of time and cost considerable money to work out the details, but our auditor of freight accounts has made an estimate that the increased rates granted by the decision of the Interstate Commerce Commission, which applies only to rates in Central Freight Association territory, and that only to intra-territorial rates, and excepting anthracite coal, bituminous coal and various other commodities, we have made an estimate that our—I will give such details as I have—the estimate of Erie Railroad revenue in Central Freight Association territory was—

Q (*By Mr. Taylor.*) Right there, please define Central Freight Association territory roughly, for the information of the commission.

A I don't believe I can give the boundaries of it.

*Mr. Taylor.* I will give it if the commission will accept my statement.

*Witness.* It is the territory tributary to Chicago.

*Mr. Taylor.* So far as the Erie territory is concerned it is practically west of Buffalo and Salamanca, includes the line marked B. & S. W. R. R.

*Commisioner Donges.* Really west of Buffalo and Salamanca?

*Witness.* Yes, so far as the Erie Railroad is concerned, yes, sir.

*Commisioner Donges.* Between Buffalo and Salamanca on the east and Chicago on the west?

*Mr. Taylor.* Yes, all our lines are in C. F. A. territory west of Buffalo and Salamanca.

*Witness.* Our freight revenue for the year ending June 30th, 1914, in Central Freight Association territory was $16,256,000.

Q (*By Mr. Taylor.*) That is the revenue?

A That is the proportion of the revenue earned in that territory.

Q On intra-territorial business?

A No, sir, that is the entire Erie Railroad revenue in that territory.

*Commissioner Donges.* This had better be marked.

*Mr. Taylor.* I will offer that statement.

(Statement entitled "Erie Railroad Company, estimate of revenue which will be obtained from increases already granted in Central Freight Association territory. This will include the few in trunk line territory which the commission permitted to be made in order to make effective the increase in Central Freight Association territory—based on the fiscal year ended June 30th, 1914" received and marked Exhibit R-121.)

*Witness.* We find that the revenue in that territory on the commodities which the commission decided should not receive the increase is $6,737,000.

Q (*By Commissioner Donges.*) Won't you go back. What did I understand you to say was the revenue received from all freight in that territory for the fiscal year ending June 30th, 1914?

A The revenue in that territory was $16,256,000.

Q (*By Mr. Taylor.*) That includes all revenue on business from one point to another point in that territory as well as revenue on business running all the way through it.

A All the revenue, gross revenue.

Q And the revenue on business originating in the territory and passing out of it?

A Yes, sir.

Q (*By Commissioner Donges.*) That is the amount allocated to that district as its earnings on freight.

A That is it exactly.

Q Freight only?

A Freight only. From that amount we deduct the revenue on the commodities which the commission decided should not receive an increase, $6,737,000. That will leave the revenue on other commodities to which the five per cent. increase may be applied, $9,519,000. Five per cent. of that amount would be $475,958, but the increase only applies to the traffic which both originates and terminates in that territory and our best information is that that is fifteen per cent. of the total, so the benefit which the Erie Railroad would derive from the decision seems to be very slight, according to our figures only $71,393. Of course, as I say, the fifteen per cent. is an estimate, but it is the judgment of our freight officers.

Q (*By Commissioner Donges.*) That is the utmost that you have been able to estimate as the increase in revenues by reason of the opinion of the commission you may be entitled to earn?

A Yes, sir.

Q (*By Mr. Taylor.*) Have you made an estimate of the additional revenue which would accrue to the Erie Railroad Company from the extension of those increases in rates to trunk line territory, that is, territory east of Buffalo and Salamanca?

A Yes, sir.

*Mr. Taylor.* I will offer that statement in evidence and have it marked R-122.

*Commissioner Donges.* It may be so marked.

(Statement entitled "Erie Railroad Company, estimate of the revenue which will accrue to the Erie R. R. Co. from the extension to trunk line territory of the increase in rates granted to Central Freight Association territory by the commission in its report—based on the fiscal year ended June 30th, 1914," received and marked Exhibit R-122.)

Q (*By Commissioner Treacy.*) Do you mean Mr. Crawford, that you have estimated that the Erie Railroad Company does only fifteen per cent. of the business which originates and terminates within its territory along its line from Buffalo to Chicago?

A Our business on the Chicago & Erie for example is practically all through, very few towns or cities along that line, so that our estimate is that of the freight which both originates in this territory and terminates in the territory does not go beyond the Central Freight Association territory line in either direction, is but fifteen per cent. of the total money we earn in that territory.

Q That includes then, as I understand it, all revenue that may be collected from freight in this territory, whether it be shipped the whole distance of the territory along your own line or along connecting lines within that territory, of other roads?

*Commissioner Hillery.* That would include all revenue than, both local—

*Mr. Taylor.* Allow me to call your attention to the fact that out of this total of sixteen million revenue of C. F. A. territory nearly seven million is on commodities which take no increase at all, and as a matter of fact, I think Mr. Crawford would state—I don't want to put words in his mouth—I think he would state the very heaviest tonnage which moves exclusively from one point to another point, does not go outside of the territory, is that which is included in commodities on which there is no increase. For instance, coal, bituminous coal and ore are very much the heaviest commodities moving in C. F. A. territory.

*Commissioner Donges.* Entirely intra-territorial.

*Mr. Taylor.* Entirely intra-territorial. In fact, they are the heaviest commodities of any sort moving in that territory and happen to be intra-territorial, but not in this at all because we get no increase on them.

*Commissioner Donges.* Mr. Crawford says as to the nine million, that only fifteen per cent. of that is strictly intra-territorial and that eighty-five per cent. is that which originates in C. F. A. territory, whose point of destination is in trunk line territory.

*Witness.* Or vice versa.

*Mr. Taylor.* Either trunk line or west of Chicago; that is the way I understood him.

Q (*By Commissioner Donges.*) Is that the situation?

A Yes, sir.

*Commissioner Donges.* Judge Treacy's question is whether that includes not only freight

that originates on the Erie property but whether it includes also freight that comes to the Erie from connecting lines, all within C. F. A. territory.

*Mr. Taylor.* To put it in technical language; does it include only Erie local traffic, or does it include interline traffic in C. F. A. territory?

*Witness.* The statement says it is local to C. F. A. territory on Erie Railroad lines.

Q (*By Commissioner Donges.*) It would not include the interline traffic?

A It would include the interline traffic, but only the revenue on our own road, no, I take it from the statement this is the revenue local to Erie lines.

*Mr. Taylor.* It does not say so, it says traffic local to Central Freight Association territory on Erie Railroad lines.

*Witness.* I did not go into that very deeply.

*Mr. Taylor.* I suggest that Mr. Crawford reserve his answer on that and make inquiry of the man who made the details.

*Commissioner Donges.* Very well.

*Witness.* I will be glad to clear that up.

Q (*By Mr. Taylor.*) Going to Exhibit R-122, what is the total amount of the increased revenue which might accrue to the Erie Railroad Company from the extension of those increases in rates to trunk line territory?

A We estimate that if the decision was made to apply to both territories it would increase our revenues $1,203,000.

Q (*By Commissioner Donges.*) That is on freight only, of course?

A Freight only, yes, sir.

Q If the Interstate Commerce Commission should allow the increase in the trunk line territory it would

allow the company an increase in the intra-territorial rates as well?

A That would allow that to come in as well.

Q Not only intra-territorial, but both?

A It removes the intra-territorial bars.

Q (*By Mr. Merrey.*) May I ask—this is the maximum of what the railroad is asking from the Interstate Commerce Commission?

A I am not just familiar with what they have asked except that I understand they asked for five per cent. flat increase on all rates.

Q It is not all then, because I notice you have included anthracite coal, bituminous coal, coke, iron ore and some others.

*Witness.* No, this isn't what we asked.

*Mr. Taylor.* Mr. Chairman, I think I might make a statement on that, inasmuch as it is a matter related to the proceeding before the Interstate Commerce Commission. With certain exceptions, we made no request of the commission at any time, by filing tariffs or otherwise, by filing any increase in revenue on anthracite coal, which is about $12,600,000 of our revenue out of a total freight revenue of $42,000,000 or pretty nearly one-third, just about thirty per cent. of our total freight revenue. We made no request for an increase, not because we did not want the money, but because there are other people in the anthracite business that did not need the money.

*Commissioner Donges.* Isn't this estimate in Exhibit R-122 made up on the basis of the allowance in trunk line territory in accordance with what the commission said might be done in C. F. A. territory?

*Mr. Taylor.* That is so.

*Commissioner Donges.* Isn't that the whole situation?

*Mr. Taylor.* We asked—to make it clear if it not already is—I think perhaps it is—we asked for increases on a good many of those commodities which are excluded in this statement R-122.

*Commissioner Donges.* And are excluded here because the commission said it would not permit in C. F. A. territory increases on those commodities.

*Mr. Taylor.* Exactly. The items are on this Exhibit R-122 and you can see how much our increased revenue would be increased if the Interstate Commerce Commission should have a change of heart on bituminous coal and coke and those other things where we asked them in the first place for a five per cent. increase.

Q (*By Mr. Taylor.*) Mr. Crawford, what is this reduction of $977,000 at the bottom of Exhibit R-122?

A Transcontinental freight on which we understood the decision would not apply; I cannot state exactly why.

Q I guess it was not included in the original proposed increases.

A Probably not.

Q (*By Commissioner Donges.*) Are you able to say whether or not it is a fact that there have recently been some increases in passenger rates which will accord the company an increased revenue?

A I am not sufficiently familiar with the details to say that.

Q Do you know generally there have been some increases, mileage, for example?

*Mr. Taylor.* We admit they have.

A I don't know of the mileage case.

*Mr. Taylor.* We have no figures to show what those increases will amount to and, as a matter of fact, it is an extremely difficult thing to figure

because of the shifting of purchasers from one class of tickets to another when rates are changed.

*Commissioner Donges.* Wasn't it estimated, Mr. Taylor, that the companies affected, those who filed schedules providing for an increase in the mileage rate from two cents to two and a quarter, that the increase would approximate ten million dollars?

*Mr. Taylor.* For all the companies in the United States or in the territory which made it?

*Commissioner Donges.* Only in the territory that made it.

*Mr. Taylor.* I don't know, Mr. Chairman.

*Commissioner Donges.* The eastern roads.

*Mr. Taylor.* I understand this commission had a hearing.

*Commissioner Donges.* Mr. Bikle, of the Pennsylvania Railroad, who appeared for the railroads at a conference called, practically a conference, called by this board, made the statement, as I recall it, that approximately ten or eleven millions was the estimated increase anticipated from the filing of the new schedule and the sale of mileage on the new basis.

*Mr. Taylor.* That may be; I don't know, but doubtless your recollection is correct. However, I think in considering that in this connection it would be only fair for the board to compare the Erie passenger revenue in the territory affected by such changes so as to see what proportion of that roughly, in a very rough way, what proportion of that ten million the Erie might expect to enjoy. My expectation would be it is small, because we are not much of a passenger road, except in this immediate territory.

I should like to offer in evidence the annual report of the directors of the Erie Railroad Company to the stockholders of the company for the year ending June 30th, 1914.

(Annual report of Erie Railroad for 1914 received and marked Exhibit R-123.)

Q (*By Mr. Taylor.*) Mr. Crawford, have you a statement there showing generally the disposition of the profit and loss surplus shown on the balance sheet in the annual report?

A I have a general statement showing that information, yes, sir.

*Mr. Taylor.* I would like to offer that in evidence.

*Commissioner Donges.* It will be marked.

(Statement entitled "Erie Railroad system statement showing disposition of profit and loss surplus to June 30, 1914, received and marked Exhibit R-124.)

Q (*By Commissioner Donges.*) Is this shown in the annual report?

A No.

Q (*By Mr. Taylor.*) That statement will supplement the balance sheet in the annual report; is that correct, Mr. Crawford?

A Yes.

Q And explains the disposition as nearly as possible of that profit and loss surplus?

A It will explain it within about $56,000 which we thought was near enough.

Q That shows the disposition of all surplus earned by the company since its organization in 1896?

A Yes, sir.

Q Explain that item of cash, Mr. Crawford, please, on this statement.

A That is the same amount as appears in our general balance sheet in the annual report and includes

not only cash on hand but the cash in transit, so that it really does not represent actual cash in hand.

Q Is that in excess of the ordinary working capital required by the company for the conduct of its current business?

A Not much. We have estimated that we need at least four and a quarter millions as an average amount necessary to conduct our business, as a working fund.

Q What do you mean by working fund?

A The amount it is necessary to have to conduct our business.

Q Practically, it represents the amount you have spent and have not collected from your customers, doesn't it? That is, the amount that you have to spend, the amount you are behind all the time in your current expenditures, as compared with collections on account of those expenditures?

A Yes. I arrived at the estimate of four and a quarter million by assuming that if we collected all our current assets with the exception of cash and material and supplies, and had to pay all our current liabilities, we would need that additional sum. That was made up from the average of some five years, I think.

Q In other words, as I understand it, it practically represents the amount of money which you had to have to start with?

A Yes, you can state it that way.

Q You had to spend that amount before you commenced to earn, practically speaking?

A Yes.

Q And always keep behind about that amount?

A Yes, sir.

Q Have you a copy of the statement, Mr. Crawford, showing the estimated increase in expenses of the Erie, New York, Susquehanna & Western, and

New Jersey & New York on account of the extra crew laws in various States, the so-called Full Crew Laws?

*Mr. Merrey.* I think that was put in.

*Mr. Minard.* We put an estimate of what it would cost. Now we have the figures.

A I brought along only our office copy, not expecting to be questioned about it.

Q Was that made in the accounting department?

A It was made by one of our travelling auditors who secured the information from the division offices and was very carefully prepared. The entries were made from the original time slips on which was shown the allowance to this extra man.

Q In other words, he took the time slips of the men who were employed solely on account of these laws?

A Yes, sir.

Q And computed the amount from those time slips?

A Yes, sir.

Q Is this the same statement, Mr. Crawford, which was prepared and put in evidence in the proceeding before the Interstate Commerce Commission in regard to anthracite rates and practices, Docket Number 4914?

A It is.

Q And was it subjected thereto examination and cross examination by representatives of the Interstate Commerce Commission?

A Yes, sir.

*Mr. Taylor.* I would like to offer this statement in evidence and would be quite willing, if Mr. Merrey or anybody else wishes to do so, that they should refer to the record of cross examination in regard to this statement in the anthracite investigation referred to.

*Commissioner Donges.* It will be admitted and marked.

(Statement showing increased expenses to Erie R. R. Co., including the N. J. & N. Y. R. R. Co., N. Y. S. & W. R. R. Co., and Wilkes-Barre & Eastern R. R. Co., resulting from the operation of Full Crew Laws in the States of New York, New Jersey and Pennsylvania, for the months of September, 1913, to March, 1914, inclusive, for the State of New York; July, 1913, to March, 1914, inclusive, for the States of New Jersey & Pennsylvania; with estimates for the full year, received and marked Exhibit R-125.)

Q I will ask Mr. Crawford to state the total amount for the nine months for which this statement was made, July, 1913, to March, 1914, in the State of New Jersey.

A $26,877.

Q How much did that figure out on the same proportionate basis for a full year?

A $35,836.

Q It appears that figures were made in Pennsylvania for nine months, also, the same nine months; what was the figure in Pennsylvania?

A $54,773.

Q And the full year, how much?

A $73,031.

Q How much in New York for the seven months the law was in effect up to March, 1914?

A $104,268.

Q And the full year?

A $178,745.

Q For the three States how much does that make for a full year?

A $287,614.

Q That includes, as you stated, the Erie, New

York, Susquehanna & Western, Wilkes-Barre & Eastern and New Jersey & New York?

A All of them.

Q Have you figured out the figures for the Erie alone, the Erie Railroad Company alone?

A I have.

Q State what they are for the full year in the three States?

A $277,691.

*Commissioner Donges.* There were two sets of figures given, one for the Erie Railroad and the other, I took it, included the entire Erie system.

*Mr. Taylor.* Mr. Chairman, in this territory, in New Jersey, New York & Pennsylvania the Erie Railroad and the Erie system as we use it, are synonymous. There is nothing in the Erie system, as we use it in this territory, except the Erie Railroad. The first figures which Mr. Crawford gave on this exhibit included roads controlled by the Erie, separately operated, the New York, Susquehanna & Western, the Wilkes-Barre & Eastern and New Jersey & New York. In this proceeding we have not been considering them as part of the Erie system. When we say Erie system we mean Erie Railroad Company plus Chicago & Erie Railroad.

Q What is the situation of the company's cash balance in hand in the treasury at present?

A My inquiry was for October 15th, when we had in round figures $1,300,000, but of that amount $250,000 was in special time deposits and not subject to immediate check.

Q That is rather less than you usually have on hand for conducting the business, is it not?

A Much less.

Q I show you a statement, taxes paid in the State

of New Jersey, not including taxes paid on property not used for railroad purposes for the years 1900 to 1913, inclusive—I will withdraw that. Those are not prepared by Mr. Crawford.

*Cross examination* by Mr. Merrey.

Q Exhibit 114, Mr. Crawford, under heading deductions from gross income, I notice Item 547 under heading of deductions from gross income, interest on unfunded debt $73,389 as against $10,813 in 1913.

A I have not the details with me. I shall be very glad to furnish a statement showing the composition of each amount and explaining the increase.

Q (*By Commissioner Hillery.*) Is it due to the additional short time notes issued in the meantime, probably, that additional interest on unfunded debt? Would that make up a considerable portion of the difference between $73,000—

A These renewals were in October, Mr. Commissioner. If you permit it, I would prefer not to give the information off-hand.

*Commissioner Donges.* You may submit a statement.

Q (*By Mr. Merrey.*) Do you spread your interest over the full year or do you charge it up at the time when it is paid?

A The interest is charged out as it accrues.

Q So that this happens because some payments were made to fall due in August, 1914, that did not fall due in August, 1913?

A It has no reference to payments, Mr. Merrey; it is accrued interest.

Q Accrued interest?

A Yes, it may have been paid, of course, but it is made up on the basis of accruals.

Q You don't mean to say your unfunded debt increased enough to make the August interest—

A We issued a number of car trusts during the year and a number of notes.

*Commissioner Donges.* But that payment of $73,000 is not indicative of what the payment for the succeeding month or two or three months might be?

*Mr. Merrey.* It is an increase of seven times, or it is seven times more, an increase of six times.

*Witness.* The interest on unfunded debt is confined to notes less than one year in maturity.

Q They have not been increased seven times over, have they? You have not seven times as much—

A Won't it answer if I furnish you this detailed statement?

*Mr. Merrey.* I don't know whether it will or not; it may. If you know anything about it, I ask you—

*Mr. Taylor.* Mr. Crawford is going to explain the details in his statement.

*Mr. Merrey.* That is all I want to know and if he could finish it now it would be so much better.

Q Do you know whether the unfunded debt is seven times as great, was seven times as great in August, 1914, as it was in August, 1913?

*Mr. Taylor.* That would not be a natural conclusion.

A It might be a difference in interest rates. The classification now provides that discount on some of these short term items must be charged to this account and if you have the Interstate Commerce Commission classification you will see it includes discount and the expense of these short term obligations.

Q It might include the expense of the issues of some such notes?

A Very likely it does.

Q (*By Commissioner Donges.*) It does not represent one-sixth of what might be expected on this account for any twelve months.

A No, sir. For example, in the month of October there will be some very heavy charges on account of the renewal of the five million dollar and the one million dollar note; each being less than a year will come under that heading. That is the name of the account as given by the Interstate Commerce Commission.

Q (*By Mr. Merrey.*) I notice from that statement that your net income for August, 1914, has increased $14,000?

A For the two months combined, July and August, it did.

Q This statement then covers July and August?

A Headed, if you will notice, for two months ending August 31st.

Q I thought August, 1913, and August, 1914.

A For the months of July and August would be more explanatory.

Q For those two months your net income has increased?

A Yes, sir, $14,000.

Q (*By Mr. Taylor.*) On this deduction from gross income I notice there is a decrease in deductions of $157,539 on the one item of hire of freight cars, debit balance. Of course, that change in that one item is what makes the increase in the net income of $14,000, and in fact, if that one item had been the same for these months as the two months before, there would have been a deficit of something like—

A $143,000.

Q Please explain what that item hire of freight cars—debit balance, is.

A It represents the balance of the settlements made between the carriers, our cars on their lines and

cars of other lines on our road. The per diem rate is forty-five cents per day. This represents the net difference between the amounts paid and the amount received during the two months.

Q In other words, it means you used less cars of other roads or they used more of yours during those two months?

A Yes, you might state it that way.

Q You did less business than you had theretofore and received less revenue and it cost that much less to do it?

A Yes, it may have been on account of additional cars put into service by the Erie, or it might have been by economic measures to reduce the movement of cars.

*Mr. Taylor.* When we put on the operating witness we will make some explanation of what we have done to change that car hire item from a debit to a credit item.

Q (*By Commissioner Donges.*) I notice dividend income, 513, non-operating income is the same for the months of July and August, 1913, as July and August, 1914.

A Yes, sir, that is due to certain stocks which we have that are dividend paying, as stated, a regular stated amount, one of them being the Chicago & Western Indiana Railroad stock.

Q When is the dividend from the coal company, the Pennsylvania, ordinarily paid?

A They, in past years have had no established dates. I think they have tried when they had a dividend, it was to be paid quarterly during the year.

Q (*By Mr. Taylor.*) In what months was it ordinarily paid?

A I am sorry I cannot tell you.

Q Do you know whether it was ever paid in August?

A I wouldn't want to say, Mr. Taylor.

Q I suppose if you left the Pennsylvania Coal Company dividend out of consideration that the item of dividend income would not vary much from year to year as far as the Erie Railroad Company is concerned, would it?

A It might. For example, we got a dividend somewhat unexpected a few months ago, but generally speaking, I think it would remain practically constant.

Q In other words, the great variation in that account comes from the operations of the coal companies?

A Oh, yes; yes, sir.

*Mr. Taylor.* The chairman will recall the great bulk of that item is coal company dividends.

Q (*By Commissioner Donges.*) I understand you to say, Mr. Crawford, in discussing the note $700,000 on account of the Long Dock Company, as shown on Exhibit 116, $700,000, that the Long Dock Company had no income.

A Or did you say no operating income? It has really no income.

Q Hasn't it a rental income?

A The Erie Railroad Company pays to the trustees of the Long Dock mortgage each month a sufficient sum to meet the interest on their bonds. We, of course, maintain the property, the Erie Railroad Company maintains the property and pays the taxes and all other items.

Q It operates that property under a lease?

A It is leased property, yes, sir.

*Mr. Taylor.* Mr. Chairman, I think that is possibly a little misleading. I think it ought to be said that the lease is not necessarily exclusive,

more in the nature of a trackage agreement, and other companies might use the terminal so far as that contract is concerned.

*Commissioner Donges.* The point I have in mind is that the Long Dock Company has an income from the rental or the leasing of its facilities.

*Mr. Taylor.* Under that agreement the rental for the use of those facilities is paid direct to the trustees for the bondholders of the Long Dock Company, so the Long Dock Company has no income.

*Mr. Merrey.* It has an income in a sense, the Erie pays its debts for it.

*Commissioner Donges.* I think in the report of the Erie on page 30 the statement is made, the first item under table seven, rentals of leased lines for the year ending June 30, 1914, Long Dock Company's railroad, $450,000.

*Witness.* That is the exact amount of the interest on these bonds, if you will notice on page 29.

Q So the rental paid by the Erie Railroad Company is the amount of interest upon seven and a half millions of six per cent bonds of the Long Dock Company?

A Yes, sir.

Q (*By Mr. Taylor.*) And those bonds, Mr. Crawford, are outstanding in the hands of the public?

A All in the hands of the public, yes, sir.

*Mr. Merrey.* There is a mill you spoke about that was leased.

Q (*By Commissioner Donges.*) But the Long Dock Company has income from other sources, hasn't it?

A I should have stated that they received a rental for the elevator.

*Mr. Taylor.* You did so state, as a matter of fact, that is what the testimony will show.

Q From what other sources is there income to the Long Dock Company?

A I know of no other sources.

*Mr. Taylor.* Did you include the elevator in your question?

*Commissioner Donges.* I asked what other sources.

*Mr. Taylor.* If you will turn back to Mr. Crawford's original statement you will see that as I framed the question I excepted the income from the elevator and from the Long Dock mill. Those are two structures, both on the same dock.

*Commisioner Donges.* Doesn't the Long Dock Company own all of the property located on the dock?

*Mr. Taylor.* It owns all the property, and the rental from those properties is technically, I suppose, income of the Long Dock Company, but of course it does not pay the interest. I say, of course, as a matter of fact it does not pay the interest.

*Commissioner Donges.* The Erie Railroad as a rental for facilities used by it, the Erie Railroad pays the interest on seven and a half millions of bonds.

*Mr. Taylor.* Exactly, sir.

*Commissioner Donges.* But other income for use of property and facilities of the Long Dock Company is paid by the lessees or users to the Long Dock Company, as I understand it.

*Mr. Taylor.* I so understand.

*Commissioner Donges.* Is that right?

*Witness.* Yes, sir. The Long Dock elevator, the Jersey City elevator is leased by the Long Dock Company to a corporation known as the Erie Company, but it has no connection with the Erie Railroad Company, and the Long Dock Company receives a rental from the Erie Company (that is the elevator company) for the use of the elevator.

Q (*By Mr. Taylor.*) Do you happen to know, Mr. Crawford, whether that rental is sufficient to pay the interest on the promissory note of the Long Dock Company?

A I believe there is a loss; not sufficient.

Q (*By Commissioner Donges.*) Is there any other source from which the Long Dock Company receives any income?

A Not that I think of, sir. There are a few parcels of real estate that the Erie receives the rental and pays the expenses. Possibly it is a net loss, I am not sure, but those are the only items I think of.

(Adjourned until Monday, November 2, 1914, at the Kinney building, Newark, N. J., at two o'clock P. M.)

SIXTEENTH HEARING.

BOARD OF PUBLIC UTILITY COMMISSIONERS

Newark, N. J., Monday, November 2, 1914.

PATERSON GRADE CROSSING ELIMINATION,
ERIE RAILROAD COMPANY.

Before the following commissioners:
R. W. E. Donges, Esq.
T. J. Hillery, Esq.
J. J. Treacy, Esq.
For the petitioner appears E. F. Merrey, Esq.
For the respondent appear H. A. Taylor, Esq., D. E. Minard, Esq., and G. S. Hobart, Esq.

*Mr. Minard.* We want to offer the general mortgages, the three of them. We have not very numerous copies and I have had to gather them up. I got these from the secretary's office, which he told me was all I could have. I have them in another form as offered as an exhibit in another case which we have a record of here and I thought I would loan this, if I could get it back, and those I could leave with the commission.

(These three mortgages were previously offered and given numbers as Exhibit R-118, R-119, and R-120.)

CHARLES P. CRAWFORD, re-called on behalf of respondent.

*Direct examination* by Mr. Minard.

Q On the question of the Pennsylvania Coal Company dividends, you were to find out for a period of years, I believe, Mr. Crawford, what the dividends have been, to show how the last few years compared.

A Yes, sir.

Q What have you got about that?

A I have a statement of the amounts received by the Erie Railroad Company from the Pennsylvania Coal Company for the ten years, 1905 to 1914, inclusive.

Q And you take that ten-year period as a representative period from which to strike an average?

A Oh, yes.

Q Why are there two columns instead of one?

A During the years ending June 30th, 1905, 1906, 1907 and 1908, the surplus of the coal company was paid over to the Erie Railroad Company as being the sole stockholder. Since 1909 the coal company has declared dividends by its Board of Directors.

Q (*By Commissioner Donges.*) Before, the dividends were not formally declared?

A Not as dividends; I think the Board of Directors merely passed a resolution that the surplus should be paid over to the owners of the stock, which was the railroad company.

*Mr. Minard.* I offer that statement.

(Statement entitled, "Erie Railroad Company, statement showing amounts included in Income Account of E. R. R. Co., derived from Pennsylvania Coal Co., as dividends for years ending June 30th," received and marked Exhibit R-126.)

Q (*By Mr. Minard.*) Mr. Crawford, you were asked to ascertain if you could anything that would explain the difference in amount of dividend, 1913 and 1914. Have you been able to find out anything about the stock of coal that was suggested here?

A Yes, sir; I have made inquiry respecting the value of the coal in stock that is mined and held for the market by the Pennsylvania Coal Company at June 30th, 1913, and June 30th, 1914, but I find no explanation there for the increased dividend, for the

amount of stock is practically the same, being $1,370,-835 in June 30th, 1913, and $1,333,000 in 1914.

Q Have you reached any other conclusion as to the difference in these amounts?

A I have no definite information as I have no official connection with the coal company. The statement perhaps indicates that the dividend for 1913 was very large, perhaps larger than it should have been.

Q So taking 1913 and 1914 together for two years, do they make an average above what they have been in the habit of paying per year?

A Some, not very much.

Q As a matter of fact, the two years taken together divided by two represent a fair average of dividends per year as shown for a period of ten years?

A Yes, sir.

*Mr. Merrey.* It seems to me those things are all matters which are apparent. It is just a little less if you want to do it yourself.

*Commissioner Donges.* The statement, of course, shows; it is mere mathematics.

*Mr. Merrey.* The suggestion I was going to make was, that the fair thing to do in computing an average was to exclude 1914.

*Mr. Minard.* We cannot eliminate that in striking an average.

*Commissioner Donges.* That is a matter of argument.

Q You were asked, Mr. Crawford, about the estimated advantage to be derived from the advance in rates given in C. F. A. territory by the decision of the Interstate Commerce Commission in July, particularly with regard to the fifteen per cent. of the traffic intra-territorial in that district which was the basis of your figures. Can you explain that?

A I have had—since the last hearing, I have had a conference with the officer of our department who prepared the estimate and he informed me that the fifteen per cent. represents our estimate of the revenue which accrues to the Erie lines in C. F. A. territory, not only from local traffic, but freight traffic also in which other roads are interested. I think that was your question, sir.

Q You were asked, also, Mr. Crawford, to ascertain what advantage the Erie expected to gain from the increase of the mileage books. It was stated by a member of the commission that when the application for that increase was before the commission the statement was made that the roads interested would benefit by ten million dollars. Have you ascertained what proportion of that amount will come to the Erie?

A I have conferred with an officer of our passenger department and he tells me that they made the estimate which was included in the ten million dollars which went to make up the total of all the railroads.

Q Did they give you the figures which they had furnished at that time to make up the ten millions?

A They did.

Q Have you it in the form of a statement so that you can hand it to the commission?

A There is a memorandum.

*Mr. Minard.* I will offer that as an explanation of the details of that.

(Memorandum showing basis of estimate of additional revenue to be secured by the Erie R. R. Co. on account of advance in price of mileage books, received and marked Exhibit R-127.)

Q (*By Mr. Minard.*) It shows then, Mr. Crawford, does it not, that our interest—

*Commissioner Donges.* This shows only the estimated increase on the Erie line.

*Mr. Minard.* That is all.

*Commissioner Donges.* I understood Mr. Minard's question to embrace other lines as well.

*Mr. Minard.* I did not mean to.

Q Our benefit out of that increase this statement shows how much, Mr. Crawford?

A $48,842.

Q And sixty-four cents?

A Yes, sir.

Q There are a couple of notes there, Mr. Crawford, I believe. Will you just read into the record what those notes say?

A Which of the two?

Q (*By Mr. Merrey.*) Is this your own information or what somebody told you?

A This is received from an officer of the passenger department.

*Mr. Merrey.* You might just as well read it yourself.

*Mr. Minard.* I will just offer the statement.

*Commissioner Donges.* The statement has been marked; it is not necessary to read it in.

*Mr. Minard.* I might say those statements explain certain contingencies that might arise in that change of price that would affect our revenue so we would not realize as much as that, but, of course, we cannot tell definitely whether they will come or not.

*Mr. Merrey.* Is that all on that statement?

*Mr. Minard.* Yes.

*Mr. Merrey.* I would like to ask a question or two on that.

Q (*By Mr. Merrey.*) This refers to the number of books sold, the amount sold by the Erie. Does that refer to interchangeable books?

A The first item does, trunk lines.

Q Does that mean the amount that the Erie sells?

A That is the number of books the Erie sold.

Q Would there be other revenue if other passengers used the books of other companies on your road?

A Yes; you will notice the second column is headed "Value of mileage coupons collected."

Q (*By Mr. Minard.*) I understand this statement shows not the value—is not based upon the value of the books which we sell, but upon the value of the coupons which we collected no matter where they were sold.

A The statement shows, yes, sir.

Q (*By Mr. Merrey.*) If you have not taken into consideration the fact that a number of passengers may use other kinds of transportation, such other kinds would bring a greater revenue, would they not, than the mileage books?

A If the rate was greater than two and a quarter cents, of course.

Q Most other forms are greater, are they not?

A I don't know that most other forms are. Some of them are, many of them are.

Q That is, your rate is two and a half cents for ordinary passenger ticket?

A I am not really familiar with the details.

*Mr. Minard.* If it were, they would still buy mileage at two and a quarter cents.

Q As I take it, you mean, that people, if they see a fairly large saving, they might buy a mileage book; where they don't see that, they might buy an ordinary ticket; that is what you mean by that, is it?

A This is an estimate made on an inquiry from the trunk line officials of what the additional revenue of the Erie Railroad Company might obtain with the

rates of mileage books advanced and the estimate is merely based on the value of our mileage books, mileage coupons collected and that increase figured out twelve and a half per cent., which is the one-quarter cent; that is all it is intended to be.

Q That second paragraph says it doesn't take into consideration the fact that due to an increase in price a large number of people might change the form of transportation which they would use; are you prepared to say that would make a loss or gain?

A No, sir, I am not prepared to say.

Q Most likely it would give you further revenue?

A I couldn't say.

*Mr. Minard.* That is pure speculation anyway.

*Mr. Merrey.* I don't know, you ought to know. You changed other systems of tickets, take your ten trip tickets, you don't use them as much now.

Q (*By Mr. Minard.*) Mr. Crawford, I believe you took away a copy of the statement of the cost of the full crew law which was offered in evidence.

A I have already furnished the reporter with another copy.

Q Mr. Crawford, were you also asked to explain what seemed to be a large difference in the amount of interest on unfunded debt as it appeared in the statement of July and August, 1914, as compared with July and August, 1913, on the income statement?

A Yes, sir. In the months of July and August, 1914, the statement showed charges to that account amounting to $73,389, while for the same period in the previous year the charges were but $10,813.

Q Will you explain what the difference represents?

A I find that the principle items of difference is, for the reason that two notes, one of five million and one of one million, total six million dollars, were run-

ning during the two months of 1914 and not in 1913 and the accrued interest and proportionate discount applicable to that period for the both notes was $68,000.

Q What was the next item which was in that way any different?

A That explains all but a difference of about $5,000 and in looking the matter up I find in the months of July and August, 1913, we included some interest on mortgages on construction obligations amounting to $5,975 which should not have been included. The accounts were adjusted in later months, so these items possibly should not appear here. I think that explains the entire difference of $63,000.

Q Did the company pay, during July and August, 1914, any interest on bills for materials, accounts that were due and unpaid?

A Yes, sir, $985.

Q Explain what that was for.

A People demand interest on some of our larger bills when we are not able to pay them or don't pay them within the sixty or ninety or three months' time which they are allowed on the invoices. That is, they exact interest on account of our delay in paying some of our bills.

Q Any particular reason for the delay?

A None, except that we did not have the money to meet them as promptly as we should.

*Mr. Minard.* That, I believe, is all the information requested by the commission, according to my notes.

*Cross examination* by Mr. Merrey.

Q I notice this item of two months' proportion of interest on the five million dollar note, the rate of discount must have been something above six per cent., wasn't it?

A Yes, sir.

Q What rate were you paying?

A It cost us on the basis of seven per cent.

Q (*By Commissioner Donges.*) It was what?

A The note for five million was discounted on the basis of seven per cent. per annum, the note issued March 2nd, 1914, maturing October 1st, 1914.

Q Is that a high rate or a low rate, as far as the company has been generally paying?

A I think that is higher than they have been paying.

Q Did I understand that five million dollar note issued in March, 1914, was a renewal?

A No, sir, that was an original note. It was renewed in October and appeared, I think, on one of the other exhibits.

Q You explained before what the note was issued for?

A Yes, sir.

F. B. LINCOLN, sworn on behalf of respondent.

*Direct examination* by Mr. Minard.

Q Mr. Lincoln, are you the general superintendent of the Erie Railroad Company?

A Yes, sir.

Q How long have you been in the railroad business?

A Twenty-eight years.

Q How long have you been with the railroad company?

A About seventeen years altogether.

Q Where did you begin as a railroad man?

A Where?

Q Yes.

A With the Erie Railroad.

Q In what capacity?

A As a civil engineer on the general corps.

Q How long were you an engineer on the railroad, civil engineer?

A About eight years.

Q Are you a graduate of any college?

A No.

Q Where did you get your degree of civil engineer?

A Didn't get any.

Q Your work then has been practical work entirely?

A Absolutely.

Q As an engineer, what official position did you have with the Erie?

A I started in as rod man and wound up as division engineer.

Q In charge of a division, the engineering work of a division?

A Yes, sir.

Q After eight years with the Erie did you then leave the railroad company?

A Oh, no.

Q What did you do then?

A I was transported to the traffic department for about a year and a half and then to the operating department.

Q And how long did you remain with the Erie after that?

A About five or six years.

Q Then where did you go?

A From the Erie I went to the Buffalo and Susquehanna Railroad interests.

Q How long were you with them?

A About two years.

Q As operating or as engineering?

A General manager of the coal companies.

Q What other companies have you had experience with?

A The Delaware & Hudson Railroad.

Q For how long?

A A year and a half.

Q Operating or engineering?

A Division superintendent.

Q What other companies?

A The Pittsburg, Shawmut & Northern Railroad.

Q How long were you with the Pittsburg, Shawmut & Northern?

A Eight years.

Q What was the condition of the Pittsburg, Shawmut & Northern while you were there?

A You mean its operating situation?

Q Yes.

A It was in the hands of a receiver.

Q During the entire time?

A Yes.

Q Who was the receiver?

A Frank Sullivan Smith.

Q What is his profession?

A Lawyer.

Q Who was the operating official of the railroad company?

A I was.

Q What was your title?

A Assistant to the receiver.

Q On the strength of your experience with the Erie and with other railroad companies I would like to have you make a statement to the commission discussing the situation which confronts the Erie Railroad at present, particularly with regard to its ability to furnish money at the present time for the improvements, for the elimination of grade crossings in Paterson, and giving your opinion as to whether this

work ought to be done under present conditions and if not, why.

*Mr. Merrey.* Is that a matter of argument?

*Mr. Minard.* No, it is not a matter of argument; simply a matter of stating the railroad company's condition for the benefit of the commission.

*Mr. Merrey.* Haven't we that in the statement before us?

*Mr. Minard.* Not in the way Mr. Lincoln can give it. We have the bare financial situation.

*Mr. Merrey.* I think that is a matter for a lawyer summing up on the situation.

*Commissioner Donges.* If it is a mere matter of argument based on the statements, based on the conditions as shown.

*Mr. Minard.* Our idea about that is this: that the whole railroad situation bristles at the present time with economic necessities and things are being done along the line in the way of improvements at the present time in the order of their necessity, because of the fact as the financial statements will show you, that we have not had money enough to do what was necessary, and therefore we have had to marshal our assets in order to take care of things in the order of their necessity. The purpose of Mr. Lincoln's testimony will be to show facts in which this commission is directly and particularly interested with regard to our ability to render safe and adequate service to the public and what if we are required to spend this money for grade crossing elimination—the ways in which that will impair the service which we are to offer to the public and which you are to conserve.

*Commissioner Donges.* If it be a statement of facts—

*Mr. Minard.* I will confine it to facts.

*Commissioner Donges.* Not argument.

*Mr. Minard.* No.

*Commissioner Donges.* Very well, any facts affecting this question may be put in.

*Mr. Minard.* Mr. Lincoln will understand that he is not to sum the case up for us. We have been over the matter and I understand what he has in mind and I know it will not only be pertinent, but it will be interesting to the commission.

*Commissioner Donges.* Very well.

Q Proceed, Mr. Lincoln.

A Under those instructions I will confine myself, if I may, pretty closely to some notes I have made on this matter. The operating income of the property in the last year shows a decrease of $3,741,000. The operating income is vital to the development of any work of this character and it is the direct responsibility of the operating department to make its recommendations based as far as possible on the ability of the operating income to stand the expense. The trend of business at the present time is indicated by last year's experience and this year's experience up to date.

Q Mr. Lincoln, from time to time I will ask you a question perhaps to expedite the matter a little. Have you made an investigation of improvements necessary to the line of the order of their importance from the standpoint of safety, which in your judgment are demanded under present conditions?

A I have.

Q Will you proceed with that list explaining each one, the nature of the improvement required and why you have given it the present position in the order of safety.

A The primary consideration of all expenditure on a railroad and certainly as governed by the operating

department is safety of operation. The basic consideration and first requirement of safety is double track on any railroad. We have voted the largest share of the available funds that we could secure for construction purposes from any source for a number of years to double tracking. We have under way or authorized double track construction which will require an additional expenditure of seven millions.

Q (*By Mr. Merrey.*) Where?

A At different points on the line, not at any one isolated location; largely west of Salamanca, but some portion of it east of Salamanca. There is still some work to be done to complete the double track line on what we call the Erie division proper east of Salamanca. The balance of that expenditure comprised within the seven million dollars which has been estimated upon is west of Salamanca.

Q (*By Mr. Minard.*) How much has been spent for double tracking in the last few years to carry out this scheme of double track; have you any idea?

A Not offhand; I should have to go to the records to locate those figures.

Q What is the reason for your placing double tracking first among the list of those improvements intended for safety?

A Because it is the basic safety requirement on a railroad.

Q And the reason for that?

A For the protection of the public in traveling, for the protection of the company in the operation of its property. A secondary consideration is the added ability to earn money. The construction of double track necessarily facilitates movement of traffic, reduces the cost of operating. That is a secondary consideration, but a very vital consideration.

Q In regard to the saving of the money, what are the items or elements which enter into that saving?

A The whole thing resolves itself into a greater facility of train movement.

Q What have you to say about the cost due to delay for a train passing and so on?

A The construction of double track and double track operation reduces the cost of operation by a very large percentage, simply because it reduces the time of getting trains over the railroad.

Q Has that condition been exaggerated lately by legislation on the question of hours of service and so on?

A Very largely.

Q In what particular?

A In reducing the time allowed on the road by train crews, so that trains must be moved over the operating territory that will not keep the employees on duty over sixteen hours which is, under some phases of operation, a practical impossibility. If train crews are not relieved inside of sixteen hours the company is penalized by practically double expense for train operation, and the construction of double track eliminates that contingency very largely.

Q Then, in your judgment, the completing of the double tracking which is estimated to cost seven millions is the matter of first importance confronting the roalroad company at the present time?

A Absolutely. Now, that seven million does not cover all of the additional track work which we contemplate and which we regard as a very important necessity. Ahead of any other expenditure that we have in view, the next important large item in that connection is the construction of additional tracks between Jersey City and Suffern in this immediate territory. The element of safety is a very large factor in that for the reason that a very dense passenger traffic is now handled over the tracks on which we have to move freight. As an element of safety to the

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public we feel it is imperative to construct additional tracks in the commuter territory so that we can take the freight service off of the passenger tracks. That means additional construction between Jersey City and Suffern for which we have already made estimates amounting to $3,500,000.

Q How will that improvement affect Paterson?

A There is a very considerable proportion of the commuter travel going into Jersey City which comes from Paterson and it will certainly make travel from Paterson to Jersey City safer and will facilitate the movement of trains. There will be less delay to passenger movement if we have additional tracks from Crockston yard outside of the City of Paterson. It would be a very great benefit to the people of Paterson generally. That makes a total in sight now of estimated expenditures for that class of work that we are now figuring on of $10,500,000.

Q Under present conditions is that money available in the way of loans?

A No, it is not.

Q How would you expect to obtain that money?

A We do not expect to obtain it under present conditions, counsel. We haven't the earnings, we haven't the income at the present time which would justify making a loan of that character and I don't think we could make such a loan because the banks would not advance the money on any basis that would be within reason.

Q Proceed with your list then of improvements.

A The next item I have taken into consideration on which we have already made estimates for safety provisions required is that of signalling. We have got our railroad partly signalled, but there is a considerable percentage—I don't recall exactly how much—yet to be done and the estimated requirement is $500,000.

Q When you say signals, what do you refer to?

A Block signals for protection of train movement.

Q Automatic signals?

A Automatic signals.

Q There are some places where these automatic signals are not now provided?

A There are on the property and we deem it a vital necessity to proceed with that work just as rapidly as the funds can be secured. The amount now involved to complete the signalling on the main line and such side lines where the density of traffic require it amounts to $500,000.

*By Commissioner Donges.*

Q That is the estimate?

A That is the estimated further cost. The next item that we are facing—

Q (*By Mr. Minard.*) Do you know how much has been spent on this automatic signalling recently?

A No, I could not answer that without—I haven't the figures right here.

Q What proportion can you say of the general work is done, the larger or the less?

A More than half of it is done; probably, I should say, two-thirds.

Q So what you now contemplate then is finishing up the whole proposition so that the whole road will be benefited by the automatic signals?

A Exactly; simply finishing what work that is under way or authorized. The next item of safety expenditure is one which we have no defense against whether we want to or not and that is the application of safety appliances to operating equipment under the United States Safety Appliance Act. The Federal Act requires that our equipment shall be fitted to meet Federal specifications by July 1st, 1916. The original amount involved for that work was $1,750,-

000. We still have to expend $1,354,741, and that money will have to be spent before July 1st, 1916, or we will not be able to use our equipment.

Q Has the railroad company been proceeding with this work right along or has it been necessary to postpone it?

A Why, we have proceeded with it right along, that is, it is all the time under way. The amount that we do on it varies with the character of the equipment force, shop forces, but at no time is there any cessation in that work.

Q When did this work begin?

A About two years ago.

Q Do you know how much has been spent? Does this difference represent the amount that has been spent?

A Exactly.

Q $400,000. Has the work been spread out evenly over that period, or is there more to do in the future than there has been in the past?

A A great deal more to do than we have done. The work in the past has been governed partly by the exigencies of the equipment. In other words, we have not been able to take equipment out of service, many times, to apply these features.

Q So that between now and July 1st, 1916, it will be necessary for us to complete an expenditure of $1,354,741?

A We shall have to do that or take the equipment out of service.

Q A while ago you spoke of the amount being authorized; what do you mean by that; expenditure being authorized?

A Authorized by the Board of Directors, based on estimates submitted.

Q Does the Board of Directors pass on the necessity of the thing before they authorize it?

A Absolutely in every instance.

Q So when it is authorized it is considered by them to be necessary?

A Yes.

Q Proceed with your statement.

A The next item to which we are giving consideration of large volume and one that probably more directly concerns the people of Paterson than almost anybody else is that of the construction of a passenger terminal at Jersey City. We have outgrown the present, the existing passenger facilities, as I presume everybody knows, and plans have been made for the reconstruction and the erection of suitable facilities at Jersey City. We are handling through that terminal now an average of about 55,000 people a day. At times that runs up to 90,000 in a given twenty-four hours, but the average is about 55,000 people daily now, and it is very difficult to handle them successfully and safely. We have done it so far, but it is growing more difficult every year. That terminal serves a population of about from three-quarters to a million people directly tributary to our line within forty miles of Jersey City and as an element of safety and as an element of convenience to the public and as a necessity to the growth of our business we have got to face the construction of a suitable terminal at that point. The estimates so far for the passenger terminal itself involve an expenditure of seven million.

Q Does that involve any other changes that are expensive?

A It necessitates very large other expenses for the reason that the absorption of the entire area in the passenger terminal, the facilities between Bergen tunnel and the water front, will involve our taking all of the locomotive facilities, shop facilities, out of Jersey City. We cannot construct the required pas-

senger facilities unless we remove all the shop facilities. We haven't the room there to develop a passenger terminal without removing the engine terminal. That involves the construction of the necessary engine terminal facilities outside of the tunnel.

Q Where had you considered putting it?

A Just west of Bergen tunnel, what is known as Crockston yard, and the estimates for shop and yard facilities there to take care of the engine equipment involves an expenditure of three and half million dollars.

Q The place you propose to put them is still in Jersey City?

A I don't know, I guess it is within the city limits of Jersey, but outside of the tunnel.

Q Just at the west end of the tunnel?

A Yes.

Q (*By Commissioner Treacy.*) Why is it necessary to change your shops to the west end of the tunnel, for engines?

A There isn't room—

Q Is it because they are built so close to the present terminal?

A Yes. We have to move back from the water front. In any comprehensive plan of development there, we have to move back from the water front with the passenger terminal and the engine terminal is right in the rear of our train shed now, practically within about two hundred or three hundred feet; in addition to which the widening out of that passenger terminal, commissioner, which is necessary, involves wiping out all that locomotive equipment from Pavonia avenue clear over to what we call the north side shops, and there is no place on our property, our holdings in Jersey City east of the tunnel, that will adapt itself to the size of the engine terminal we have got to have. We are taking care of five hundred en-

gines a day there and have to have more room for that alone. Our existing facilities in that particular are inadequate, subjecting us to more or less delay and also a great deal of extra expense at the present time.

Q Your yard for your engine terminal facilities is now west of the entrance to the subway, to the Hudson & Manhattan tubes?

A Yes.

Q Would your passenger terminal go farther west than the entrance to the Hudson & Manhattan?

A No, not the main buildings themselves would not, but then the train sheds and approaches would absorb all of that room out there. That is the contemplated layout.

Q (*By Mr. Minard.*) You spoke of three and a half million dollars necessary to change the engine and shop facilities. That is in addition to the seven million dollar terminal expenditure?

A Yes. In other words, the total expenditure involved in the change of the passenger terminal facilities there is not less than ten and a half million dollars as now contemplated.

Q Proceed with your next item.

A The next important large expenditure on our line is the installation of steel underframes in passenger train equipment. A very large share of the passenger train equipment now in use is wooden cars, and regardless of any legislation which we may naturally expect in that particular, we have prepared to put steel underframes under all of our passenger service equipment. The work is partly under way, we have made some very heavy expenditures on it already and the estimated cost to complete that work is $741,854. That we regard as a safety measure because it is quite vital to the equipment, for the protection of it in its movement and for the benefit of the people that ride in it. The additional expenses that we are

facing, one of the biggest items involved is that of the legislation that has probably originated with labor organizations, known as the Full Crew law. The Full Crew law is now costing us an excess charge for wholly unnecessary expenditure of $277,691 a year, approximately, in other words, in round figures, $275,000 a year increased charge of operation for which we get no recompense and which we have to find out of our operating earnings. Another burden that we are facing is an increase in direct payroll charge arising from wage increase of substantially three million dollars a year which has to come out of operating earnings.

Q Have you any statement there on the wage increase?

A Yes.

Q (*By Commissioner Treacy.*) At the bottom of this statement, R-125, I notice in the recapitulation it is stated that the expense of the Full Crew law, the increased expense of the Full Crew law upon the Erie, New York, Susquehanna & Western and New Jersey & New York Railroad is $287,000, and the Erie Railroad only is $277,000.

A Yes, that is without the New York, Susquehanna & Western.

Q Or the New Jersey & New York?

A That is the Erie proper.

Q So that the increased cost on the Susquehanna and the New York & New Jersey is only $10,000 a year?

A $10,000 a year on those two lines as estimated there.

Q (*By Mr. Minard.*) Both short lines?

A Short lines.

Q And run short trains?

A A good deal of that service, a whole lot of short

passenger trains, don't come within the scope of the laws; less than five car trains.

Q Have you figures here on the increased cost of the payroll which you have just spoken of?

A Yes. The payroll increases—these figures were made for the year ending June 30th, 1913. I haven't had them made up for this past fiscal year yet.

Q That statement was made, as I understand it, by Doctor Dickson of the Bureau of Railroad Econimics, was it not?

A Yes.

Q And was offered in evidence in the Anthracite Coal cases before the Interstate Commerce Commission?

A Yes, it was.

Q What does that show with regard to the Erie Railroad Company up to that time? Just read the figures across there and the heads of the columns so as to indicate what they mean.

A It shows compensation paid in the year ending June 30th, 1913, on Erie property, $24,751,614.01 and the compensation which would have been earned by the same employees under the rates prevailing in the year ending June 30th, 1909, would have amounted to $22,006,946.01, showing an increase of $2,744,688, or twelve and a half per cent. on the payroll.

Q That is on the annual basis, is it not?

A That is on the annual basis.

Q (*By Commissioner Donges.*) This statement is for the year ending June 30th, 1913.

A 1913.

Q (*By Mr. Minard.*) Has the same increased rate prevailed during 1914?

A No; there have been two other wage increases made effective which increased the difference in the fiscal year ending June 30th, 1914.

Q By how much?

A Wait a minute—one in the fiscal year ending June 30th, 1914, and one taken effect since.

Q What was the amount of that increase?

A The increase becoming effective July 1st, as the award of the arbitration commission to the conductors and trainmen which was handed down as retroactive to October 1st, 1913, but by an adjustment with our employees they accepted the new rates as applying from July 1st, 1914. That increase on our payrolls will amount to $400,000 a year.

Q In addition to the increase mentioned in the statement that you just read?

A Yes.

Q You say there has been an increase since then, since 1914?

A No, that is the last one.

Q Have any wages been reduced or any wages of any class of employees been reduced to offset this?

A None whatever.

Q Then this increase which you have described here will amount to a total of more than three million dollars, will it not, as an increase in wages?

A Yes.

Q Is there any way of getting that back out of the business at the present time?

A Not unless we can get an increase in freight rates.

Q (*By Commissioner Donges.*) Do I understand the increase, using round figures, between twenty-two and twenty-four million covers the same service for the same number of employees?

A Yes, the new rates applied on exactly the same number of hours of labor. The next item of increase of importance is the hours of service law to which reference was made a little while ago, under which we are prohibited from using our train service employees over sixteen hours continuously or our telegraph and

telephone operators over nine hours, without penalty payments, and that is costing us on an average of $140,000 a year.

Q (*By Mr. Minard.*) Over and above what the same service would cost otherwise?

A Yes; in other words, the penalty which we pay for the excess hours under the hours of service law which is unavoidable, averages about $140,000 a year. The next item of increased charges we are facing is that of the increase in taxes. The taxes on our property have doubled in ten years. They were nine hundred thousand dollars ten years and they are $1,800,000 in 1914.

Q Was that increase general or more or less in some places?

A That is taking the property as a whole. As a matter of fact, the taxes in the State of New Jersey have trebled in ten years. They are three times as much as they were ten years ago in the State of New Jersey. The growth is practically at the rate of ten per cent. a year and if they are to keep on that rate we will be facing taxes of over three millions in about ten years more or an increase of another million which has to be met out of operating earnings.

The cost of maintenance of way, maintenance of permanent way of the road which is met out of operating earnings, shows an increase on an average of about $500,000 a year. That is to say, the increase, the betterment of the standard of upkeep requires a growing charge of about $500,000. If we could hold our maintenance of way charges at a level that is to say, if we could simply maintain the property at a given level continuously, our charge would be about seven millions a year as we now spend the money, but each year we face an increase of about a half million for raising the standard of maintenance, increased rails, heavy weight of bridges, more and better ballast

and other betterments that are required from the growth of the traffic, from the heavier locomotives and larger cars we have to handle and other safety precautions. The maintenance of our signal system—

Q What effort is the railroad company making to offset this increase?

A In maintenance?

Q Yes, the heavier rail, the heavier bridges, ballast, and so on.

A They are not making any effort to offset it; we have to face it.

Q What causes that, what produces that situation?

A The growth of traffic and the growth in the standard of the requirements of the public for better service, more rapid service, heavier equipment.

Q Has the hours of service act and the Full Crew law had anything to do with the lengthening of trains and the increasing of the size of cars?

A No.

Q You spoke of seven million a year for the cost keeping the railroad at a given level of condition and the increase of $500,000 a year that is necessary; can you say whether recently it has been necessary to postpone this work or defer this annual expenditure?

A Why, yes, from lack of funds we have been obliged to postpone a great deal of betterment and considerable maintenance work that we otherwise should do. We have reduced our forces since the first of September and have done very much less work this year than we did last year, for lack of funds to do the work with.

Q What does that mean in the long run?

A It simply means that we have deferred necessary upkeep work which will have to be done later.

Q In your judgment, how soon—how long can this work be postponed?

A The important work on which we have deferred expenditure to the extent of possibly $200,000 since July 1st, will have to be done within a year. We cannot defer it beyond next spring or summer.

Q (*By Commissioner Donges.*) What work is that?

A Rail and tie renewals, very largely, ballasting to some extent. We found ourselves short of funds after the first of the fiscal year and reduced our estimates for the ballast requirements very largely and put over some rail renewals and a considerable share of tie renewals in order to reduce force. Part of the ties are on yet and others are included in our estimates for this year which we feel have got to go under the track between now and sometime next summer. Normally we have put in those ties and made those rail renewals prior to December 1st. This year we could not, so that work has been deferred until next spring, and with due regard to safe conditions of the track I believe we could not defer it in the spring; they must go in then if we can find the money.

Q Will that then interfere with the annual increase of cost of maintenance which will accrue for next year?

A Oh, no, the same general average of increasing costs is running all the time.

Q Whether the work is postponed or not?

A You might put over a part of it for one year and you would have to double up the following year. The permanent way of the railroad is in the nature of a savings bank and when you get hard up you borrow from that bank, but you always have to pay it back with a very large rate of interest.

Q What is the next item you have there?

A Maintenance of equipment.

Q What has been done in the last year or so regarding the equipment, keeping it in repair?

A The normal maintenance of equipment charge is running now about eleven million dollars a year which, of course, comes out of operating earnings, but the principal factor entering into an increase in that charge has already been taken into consideration in the safety appliance act and the steel underframes.

Q Is there an accumulation now or has there been up to recently an accumulation of cars which needed repairs but to which repairs had not been made?

A We had on the first of August a very large accumulation of bad order cars, because we had deferred the repair work for lack of funds.

Q How long had that work been deferred?

A Well, the shop forces have been on a reduced time basis since last January.

Q How many cars accumulated or what proportion of the equipment, do you know?

A About ten and a half per cent. of the total equipment owned was in bad order on the first of August.

Q What has been done to bring that up?

A We have increased the shop time and increased the force because we had to have the cars for use. We could not allow the cripples to accumulate and the prospective demands of business indicated we would have to repair more cars than we were doing so we increased the shop forces and have now reduced the percentage of bad order cars to about four and a half. That is a fluctuating condition and governed quite largely by our funds.

Q Have you any idea what this has cost, this emergency work of restoring cars?

A No, I couldn't say.

Q How much additional cost?

A There is no additional cost involved above the average cost of upkeep of the equipment. It costs

about seventy-five dollars per year to maintain a car. You have to maintain the car if you keep it in service and the money has to be spent at some one time or another. If you defer it at one time you have to apply it later. The only excess charge involved is, that when you are working your men full force and full time you get better efficiency; when you shut your shops down and run them on part time and part force you lose efficiency and the unit costs are necessary slightly increased. In the matter of equipment, we have got to buy a million dollars worth of passenger train service cars per year for the next ten years to properly protect the traffic.

Q And what is the occasion for that?

A The obsolescence of equipment now in service and the growth of traffic. We are not going to spend a million for passenger train equipment this year because we haven't got the money, but the best estimates we are able to make as to the requirement, based on our past experience, indicate that we will have to spend an average of one million dollars a year for ten years.

Q Have you any idea what proportion of this passenger equipment is used in New Jersey?

A Well, no, not offhand. I have an assignment of passenger service equipment here, I think, but it would be pretty hard to tell the exact percentage. A very large share of it is used in New Jersey because the biggest part of our passenger train service is in the commuter service.

Q Generally speaking, is three-fourths of the passenger car equipment used here?

A Yes, I should say approximately that; it would not be far off.

Q What have you to say about the necessary expenditures for freight car equipment, freight equipment? Are you looking up something there?

A I was looking for the assignment of passenger train service cars. Out of six hundred and ninety-seven passenger service cars there are 407 in suburban equipment alone and 200 in other local service, so that seventy-five per cent. of the total passenger service equipment is probably in the State of New Jersey; substantially.

Q (*By Commissioner Treacy.*) You say seventy-five per cent. of the total passenger service?

A Pretty near.

Q The total passenger service on all Erie Railroad lines between New York and Chicago?

A Yes, sir.

Q Seventy-five per cent. of it is used in New Jersey?

A Four hundred and seven cars out of 697. That is in suburban service alone.

Q Have you only 697 passenger cars on the whole Erie system?

A That is all.

*Mr. Taylor.* That, Mr. Commissioner, is substantially the same evidence as we put in in the commutation case. Of the cars used in passenger service something like 600 out of 800 were in use in New Jersey.

*By Mr. Minard.*

Q What about the necessary expenditures for freight equipment?

A The requirements for freight equipment in the next ten years will average $2,500,000 a year.

Q What makes this necessary?

A The deterioration of cars in service, requiring a dismantelling, and the growth of business. That estimate is based on the average rate of growth of business and average purchase of equipment in the past, and the known rate of depreciation of our equip-

ment now in service. The same conditions will apply in that particular as with the passenger service equipment. We have no order, nor do we expect to buy this year two and a half million dollars worth of freight equipment, because it will be impossible for us to pay for it, but on the average we will be obliged to make those purchases if we are to take care of the service required and take care of the people tributary to our line. It is a condition, particularly in freight service, that we must meet, because the population living tributary to the Erie and quite largely tributary to the Erie alone have got to be taken care of.

Q Do you know anything about the necessary expenditures for locomotives?

A I haven't taken that into consideration.

Q Generally speaking, what is the tendency now in the purchase of locomotives?

A You mean as to the kind of locomotives we are going to buy?

Q Yes.

A The tendency is to buy larger locomotives all the time.

Q Do you know in a general way whether a large proportion of your locomotives or whether a large proportion of your tractive power has got to be replaced in the next few years?

A I wouldn't say a large proportion of it, but we have to make very expensive purchases of motive power in the next ten years.

Q To take care of the heavier car equipment, passenger and freight?

A Yes, sir. We have to purchase a very large number of locomotives, although I cannot say just how many we have estimated on now, and of a type that are costing us from $25,000 to $28,000 a piece as compared with locomotives that served the purpose ten years ago which cost us $15,000 or $17,000 a piece.

Our average price for a locomotive now is about twenty-five thousand dollars, the type of engine we have to buy.

*Mr. Merrey.* It seems these last items, several of them are the ordinary purchases that we would expect a road would have to go on and do, nothing extraordinary about them at all, the witness does not testify to that. The question of double tracking and some other things of that kind, signals and so on, are all matters which seem to me were pertinent to show the commission that some extraordinary expenditure was to be made or was contemplated, but these last several items that have gone into the record, the witness is simply saying, we are going to spend money in the future because business is going to increase, about the same ratio they spent it in the past. I don't see it is at all pertinent.

*Commissioner Donges.* It is in now.

*Mr. Minard.* Our opinion about that is—

*Commissioner Donges.* It is in, Mr. Minard.

Q Mr. Lincoln, on the general situation as involved in the different items which you have mentioned, what, in your judgment, what have you to say with regard to your opinion of the necessity as against the expenditure of three millions or more for the elimination of grade crossings in Paterson?

A Well, from the point of view of the operating department there is only one answer to that. The list of capital expenditures that I have referred to I should regard as of far more importance both as safety measures and from the standpoint of affording better facilities for operation and increased earnings.

Q From the standpoint of safety, why do you say that they are of greater importance?

A The double tracking alone is an element of safe-

ty in the protection of a very much greater number of people all over the system than the mere elimination of some grade crossings in the specified locality, necessarily.

Q Doesn't that go to practically all of the expenditures that you have referred to there? In all those cases is there not a great number of people whose safety is involved than there are at a grade crossing?

A Most assuredly, because the question of additional tracks and additional terminal facilities and the signalling of the operation and the strengthening of the equipment all apply to the entire patronage of the Erie Railroad as against possibly a few people who may be affected by certain grade crossing eliminations.

Q On the standpoint of service, there is no doubt in your mind that the company would be enabled to render more adequate service in proportion to the number of these expenditures that it is able to make?

A Assuredly so.

Q From the standpoint of savings, can you give us an illustration of what is to be accomplished by these changes in track, involved in double tracking. For instance, I assume that double tracking will involve, in some cases, elimination of curves and grades, is that true?

A Yes, quite largely.

Q Can you give an illustration of how savings are —a concrete illustration of how savings are accomplished in that direction? Have you had any experience along that line?

A I have had a good deal of experience in the effect the reduction of grades and increasing of operating facilities has had on the expense of operation. The reducing of grades necessarily increases the train load, which reduces the cost of operation on all railroads. I have had some personal experience in that

line where the immediate effect was an increase, with a very small expenditure, was an increase of perhaps ten or fifteen per cent. in the average train load on the property; an expenditure of $7,000 resulting in an earning of $25,000 in a year.

Q Is that a concrete case or just an illustration?

A Absolutely a concrete case within my own experience. That same general condition applies on any work of the character that involves double tracking and reducing of grades and elimination of curvature.

Q Do you know how much money the company spent the last five years along the lines of these improvements you mentioned here?

A In the way of betterment expense?

Q Yes.

A Substantially $35,000,000.

Q (*By Commissioner Donges.*) In the way of what expense?

A Betterment expense.

Q (*By Mr. Minard.*) These have consisted chiefly of what?

A Double tracking, renewals of bridges, purchase of increased volume of equipment. Those are the three principal items, double track, new bridges and new signals, increased equipment.

Q Then the items mentioned as necessary expenditures in the future are simply the completion of a general plan along the lines that you have discussed?

A Yes, sir. We now have, duly authorized by the Board of Directors, capital expenditures for necessary added facilities, $22,000,000 to expend. That is to say, the authorities under which these expenditures are to be made cover thirty million dollars of estimated cost. We have spent eight million of that and a very considerable share of that work in spread out as under way. We have $22,000,000 to spend under existing authorities. The most of those are deferred,

that is to say, although authorized they have been held up. They have been authorized so far as our files are concerned and our records are concerned, the authorities have been passed to the operating and engineering departments to make the expenditures, but the actual work has been held up by executive order simply for lack of funds; otherwise all of that work would be under way or completed.

Q All that work has been, as you stated a while ago, passed upon as to the necessity for its being done?

A Absolutely every bit of it.

Q (*By Commissioner Treacy.*) Is any part of that thirty millions authorized for the elimination of grade crossings?

A Yes. There are a very few grade crossing eliminations in that list. I don't recall exactly how many there are.

*Mr. Minard.* I will give you the details of those presently; another witness will do that.

Q (*By Mr. Minard.*) Were you through, Mr. Lincoln?

A Unless you have some further questions.

Q Have you any information there as to the revenue per ton mile covering the past year?

A The revenue per ton mile?

Q Yes, on the road.

A Yes.

(Question read.)

*Witness.* The revenue per ton mile, 1914, shows a decrease of 6.2 per cent., as compared with 1913. In other words, a decrease in the average revenue received per ton mile.

*Cross examination* by Mr. Merrey.

Q Mr. Lincoln, you put the work of double tracking which you wish to do on the road ahead of the

removal of grade crossings, on the ground of safety?

A Yes.

Q Safety to what?

A The public.

Q The general public?

A The general public.

Q What has been your experience in the last year on the road, so far as safety to the public was concerned on signal track parts of the road?

A As to accidents that have occurred?

Q Yes. Have you had any accidents in which any of the public have been injured because the road was not double tracked?

A We have.

Q Where abouts?

A We had one in March, I think it was, where a passenger train ran into a freight train on a single track, killed the locomotive engineer and injured a large number of passengers, which would not have occurred if the railroad had been double tracked at that point.

Q How many people were injured in that?

A I don't remember exactly, ten or fifteen.

Q Have you kept any records of the number of people who have been injured on your road for some time past, say a period of ten years, because of the lack of double tracking?

A We have kept no record from that particular standpoint, but we have an exact record of all the people injured on the property for ten years.

Q Haven't you been advertising during various years that you have not killed a passenger?

A Yes, we are pretty proud of that record.

Q You have had that record several years?

A Yes.

Q Notwithstanding the fact you had a great deal of single track?

A Yes.

Q Did you ever have a year you did not kill a great many people on grade crossings?

*Mr. Minard.* On one grade crossing?

Q On all grade crossings and on the grade crossings in question.

A I could not say as to the grade crossings in Paterson, but I should say off-hand there never has been a year when we have not killed people on the total grade crossings on the Erie Railroad.

Q As a matter of fact, don't you have a great many more casualties on grade crossings than you do on your trains by reason of not having double track?

*Mr. Minard.* You ask us to eliminate all grade crossings?

*Mr. Merrey.* I am asking the witness a simple question.

(Question read.)

A I should say that we injure a great many more trespassers in that way than we do on our trains.

Q Don't call them trespassers; people, the public. You haven't any record or haven't any knowledge yourself how many people you have killed and injured on the Paterson grade crossings in the last year?

A Not of my knowledge at the moment. We have a record, of course.

Q You pay no attention to it?

A I pay attention to it, to the extent that those cases are all reported to me over the entire road the minute they occur.

Q Do you keep any record to know how many they amount to so when you make a statement that the elimination of single track road is more important than the elimination of grade crossings you are sure of your ground?

A Yes, I think the records are in such shape that that statement will be susceptible of proof.

Q Do you admit you kill more people and injure more people on your grade crossings than you do on your trains?

A Yes.

Q Why do you say that there is greater necessity for the saving of life and limb of the public generally in eliminating these single track portions of your road than in eliminating the grade crossings?

A For the reason that in the operation of passenger trains on single track the lives of a great many people are in constant jeopardy and those people are defenseless against that jeopardy on their own part, because they have to ride on these trains, whereas the average traveler on the public highway has an absolute and perfect defense in himself against accident on any crossing if he will observe the law and be careful in going over the crossing. There is no possible risk to anyone on the highway if they will take proper precautions, under any circumstances I ever heard of.

Q So you have gone on the theory that anybody who gets hurt on your grade crossings is a trespasser and the company has no duty it owes to him?

A Not necessarily. I don't go as far as that, but I do say no one has ever been hurt on a grade crossing in any case I ever heard of, where, if they exercised proper precaution, they could not have avoided the accident.

Q You have been looking at it entirely from the standpoint of the company?

A No, because I am a very frequent traveler over grade crossings.

Q But when you make this statement as to the necessity of eliminating this single track first, double

tracking, you are looking at that from the standpoint of the company.

A No, I am looking at it from the standpoint of proper operation and from the standpoint of elimination of risk for the people so far as passenger service is concerned.

Q You know people do get killed on grade crossings in great numbers every year?

A Yes, undoubtedly.

Q And you think their lives are not as important as those that travel on the trains, is that the idea? The fact that they are probably careless is no reason they should be protected, because they could not get hurt unless there was some degree of carelessness?

A They certainly could not.

Q (*By Commissioner Donges.*) Did you ever know of accidents occurring on single track road by reason of collision of trains or other ordinary causes of such accidents unless there was negligence on the part of some individual? It usually is the result of negligence on the part of someone.

A The largest proportion of them, yes, can be traced to that.

Q (*By Mr. Merrey.*) In other words, where you depend on the human element, as you have to do in the operation of a railroad, you are going to have sometime when it breaks down and there is carelessness?

A Yes.

Q And if you have a certain number of people passing over a grade crossing there will come a few times when some of them let down and are a little careless; that is as sure as fate, isn't it?

A Yes.

Q So as a matter of fact, as time goes on and people are just as careful as they usually are and just as careless, you are going to have a great many more

casualties on grade crossings than you will from the operation of your single track?

A I should hope so.

Q Do you think it is at all possible to eliminate that carelessness or that percentage of carelessness from the ordinary person who uses the grade crossing?

A Do I think it is possible to do that?

Q Yes. In other words, don't you think that a certain number of people are going to be careless at one time or other if they cross often?

A No, I don't think that necessarily follows. I think that is a matter of education.

Q That may do some of it, but you cannot educate all that carelessness out of the human system; you cannot do it with your railroads, can you, with your employees, can you?

A No.

Q You find no matter how you train them and educate them, at some time or other they will break down. That is the same thing with regard to the person who crosses the grade crossing; there comes a time when he is going to forget and be careless, isn't that true.

A Yes.

*Mr. Minard.* It seems to me merely like an argument between the witness and counsel based on the theory that there is an obligation—

*Commissioner Donges.* The witness was asked questions. Object to the questions instead of making a statement.

*Mr. Merrey.* I didn't know there was any obligation on the part of the railroad company to prevent people from being hurt at grade crossings.

*Commissioner Donges.* If there is no objection, you may continue.

Q Did you have in mind when you said that was more important, the fact that any accidents occurring upon your single track, which would probably be due to the carelessness of some employee, that the company is made responsible in the courts for damages, whereas on grade crossings you are rarely made responsible?

A No, I didn't have that in mind at all, I hadn't thought of it.

Q You find that accidents on grade crossings are less costly to the company than they are on the operation of the road?

A Well, that may be true from a financial point of view.

Q You know that is true?

A I presume so.

Q You didn't have that in mind however when you made that statement?

A I did not, because that phase of it never entered my head.

Q You also said you had in mind the fact there was less damage to the property of the company; did you mean by that that on accidents on single track you smashed up a lot of cars whereas when a person was injured at a grade crossing very little damage was done to the train?

A I don't recall saying anything about damage to the property.

Q You did speak about great damage being done to your property in case of accidents on your single track.

*Mr. Minard.* Did you or did you not say that?

*Witness.* I don't recall any such statement. I don't see the exact application, therefore I do not recall making the statement.

Q You still say that so far as experience is concerned you are likely to have more accidents, casual-

ties on this single track portion of your road than you are at grade crossings?

*Mr. Minard.* I object to that.

*Commissioner Donges.* He is an intelligent witness, quite able to say what he testified to. You have a right to object to the question.

*Mr. Merrey.* I am asking him if he still thinks something.

*Commissioner Donges.* If there are objections let them be made to the board and they will be ruled on. Don't get into argument.

*Mr. Minard.* Objected to as a misstatement of the witness's testimony.

*Commissioner Donges.* If the witness didn't say that—

*Mr. Merrey.* He didn't quite say that. I think it is a fair enough question.

*Mr. Minard.* If he admits he did not say that then my objection is good.

*Commissioner Donges.* Answer the question.

*Witness.* I think, Mr. Counsel, you misrepresented me. I did not make any such statement as that.

Q What statement did you make about that?

A You asked me—

Q But in the beginning, on the examination by Mr. Minard you said you placed this expenditure first; tell us what you did say about it being of greater necessity.

*Mr. Minard.* Objected to for the reason that the record will show what he did say and is more reliable than the witness's cross examination.

*Commissioner Donges.* It is proper cross examination to ask him again what he said.

*Witness.* My recollection of the wording of my original statement would be, that I regarded

the necessity of double tracking the railroad as of the most vital importance from the standpoint of safety, that I have put it down as first in my list of expenditures contemplated in the line of their relative importance and as a whole on the property we regard the requirement of double tracking as of the first importance beyond all other things at the present time.

Q Now then, I asked you if you find more danger on the single track part of your road than you do on the grade crossings so far as the general public is concerned, whether they are passengers or whether they are trespassers or people crossing grade crossings.

A That is absolutely a matter of judgment, because there are no statistics to answer that kind of a question, but I do say there is a far greater risk to a greater number of people in the movement of passenger trains over single track than the number of people involved in this in going over grade crossings.

Q How is it that for a great number of years past —I take it you admit that is true—that there have been more injuries on these grade crossings and on the grade crossings probably in question here than there has been on this single track road?

A We have minimized that risk to the best of our ability by careful operation.

Q Then the single track road if operated carefully would not produce the number of accidents that these grade crossings do?

A That I should not say; I would not answer that affirmatively.

Q Then you don't know?

A I don't know.

Q Then you don't know as a matter of fact from a point of safety it would be best to double track or eliminate the crossings?

A I say in my judgment that is unquestionably so.

Q Your judgment then is not based on statistics, a study of the situation thoroughly.

*Mr. Minard.* Judgment is never based on statistics, or else you never need to exercise judgment.

*Commissioner Donges.* He may answer the question.

(Question read.)

A My judgment is based upon a very careful study of the situation on our property and that is my conclusion and my best judgment.

Q Do you think it is a thorough study when you have not taken into mind the actual experience of your road so you know the number of accidents you have upon the single track and upon the grade crossings?

A I do know those number of accidents. They are all matters of record. I haven't them here off-hand to cite, but those matters have been given consideration.

Q You don't know whether you have more accidents on your single track or upon the grade crossings, do you?

A Yes.

Q Where do you have the most accidents?

A On grade crossings; I said that some time ago.

Q Then you think it is still more important to eliminate the single track than to eliminate the grade crossings?

A Yes, I do.

Q You spoke about you need more tracks between Jersey City and Suffern?

A Yes.

Q And it would cost three and a half million; is it your intention to put in six tracks?

A The present plan contemplates two more tracks, two freight tracks.

Q How many tracks have you between Jersey City and Suffern now?

A Four.

Q All the way?

A Yes.

Q So that will mean six?

A Yes. It will be six tracks all the way. That is substantially what it would work out.

Q And in order to make the system six track between Jersey City and Suffern it will cost three and a half million?

A Yes.

Q You spoke about rendering the situation more safe in Paterson if you did that. You run very little freight through Paterson now?

A More safe to the citizens of Paterson because they are very vitally concerned on the traffic out across the meadows as now handled.

Q You consider that a point of danger, on the meadows?

A I consider that a point of danger, more or less risk involved in handling that dense suburban traffic mixed in with freight trains.

Q The system contemplates a low grade freight line?

A Yes.

Q Not adjacent to the present line?

A No, it diverges just the other side of the Hackensack bridge.

Q (*By Commissioner Treacy.*) Where?

A Just west of the Hackensack bridge.

*Mr. Merrey.* The map which they presented to the commission last Thursday shows it, I think.

Q (*By Mr. Merrey.*) The object of that is to save expense by having a lower grade, is it not?

A That is one of the objects, yes, sir, improved operation.

Q The expenditure you speak of in the passenger terminal, Jersey City; does that include anything with a view to the electrification of the road?

A No, except as it would fit in with an electrified railroad later.

Q Have you taken that into consideration at all, the possibility of electrification?

A Not in these figures.

Q Would that passenger terminal accommodate such a road?

A Yes.

Q Is it planned in view of the possibility of change?

A Yes, the buildings, the layout of tracks would lend themselves to electrification later. That is to say, our development would be of a character that would permit of fitting electrification to it.

Q Has it been studied out in conjunction with the tubes at New York City?

A Yes.

Q If you had tubes to New York City and direct connections, the terminal would not be necessary, a large terminal would not be necessary, would it?

A That is another factor, another feature altogether. That is not within the scope of this present plan. That would cost a great deal more than this contemplated development.

Q I understand that three-fourths of your passenger business is done within this district very near to the City of New York.

*Mr. Minard.* He said three-fourths of the passenger cars.

*Mr. Merrey.* I understood that, but I presumed the other thing followed.

A I would not care to go on record on that question because I don't know as to the division of revenues.

Q In the planning of this terminal then you have not taken into consideration the possibility of running your train direct to New York City by a tube?

A Yes, all of the possibilities, I think, have been pretty well canvassed, Mr. Merrey.

Q In making a terminal that would cost seven million?

A Yes.

Q If you put in a tube or if you connected with the tubes now in wouldn't your terminal requirements be very much reduced?

A I am not prepared to answer that question, sir; I haven't gone into that study of it.

Q This equipment you speak about, buying new passenger cars, new freight equipment and all that, is in the same proportion that you have been buying for a number of years past, except there is an increase of business or expected increase of business?

A No, it is not on the proportion we have been buying. If we had bought in the past ten or fifteen years in that ratio we would not have so much to buy now. As a matter of fact, we are pretty badly behind on passenger business and that is one reason why we have got to make rather extraordinary expenditures in the very near future. We cannot expect to take the *pro rata* share of expenditure on this year, it is impossible, we haven't the funds to do it. It simply means we are again deferring a very necessary requirement and piling up a burden which we will have to face a little later.

Q You buy these cars on car trust certificates?

A Some have been bought that way, others have been bought outright in the past. I think it is a rea-

sonable assumption if we buy any more we will have to buy them on the car trust.

Q A little more expensive, I suppose?

A No, not particularly in the long run. Those car trusts are worked out on an equitable basis of interest accruals.

Q (*By Mr. Minard.*) What have you to say about the dangers of grade crossings if the public use as much caution in using the grade crossings as you use in operating a single track?

A I think there would be very few people hurt on grade crossings, Mr. Counsel.

Q You spoke of the low grade—that line on the map was referred to as the low grade line outside the present right of way; that would nevertheless take the freight trains away from the tracks you propose to use for passenger trains?

A Certainly, that is the primary consideration.

(Adjourned until Wednesday, November 4th, 1914, at the State House, Trenton, N. J., at 2.00 o'clock, P. M.)

SEVENTEENTH HEARING.

BOARD OF PUBLIC UTILITY COMMISSIONERS

Trenton, N. J., Wednesday, November 4, 1914.

PATERSON GRADE CROSSING ELIMINATION,
ERIE RAILROAD COMPANY.

Before the following commissioners:
R. W. E. Donges, Esq.
T. J. Hillery, Esq.
J. J. Treacy, Esq.
For the petitioner appears E. F. Merrey, Esq.
For the respondent appear D. E. Minard, Esq., and G. S. Hobart, Esq.

*Commissioner Donges.* My impression was the cross examination of Mr. Lincoln was completed; is that true, Mr. Merrey?

*Mr. Merrey.* I understood so.

ROBERT C. FALCONER, sworn on behalf of respondent.

*Direct examination* by Mr. Minard.

Q Mr. Falconer, what is your official position with the Erie Railroad Company?

A Superintendent of construction with the duties of the chief engineer.

Q Your functions then are really what is generally those of the chief engineer of a railroad company?

A Yes.

Q What is your jurisdiction in that matter?

A My jurisdiction extends over all of the Erie Railroad lines, including the New York, Susquehanna & Western and all leased or affiliated lines.

Q And you have charge of all construction work of the entire system?

A Yes.

Q Do you also participate in the consideration of these improvements with regard to their necessity for the road?

A Yes.

Q And in the main you are familiar not only with the nature of the improvements but with the reason for their being made?

A Yes.

Q How long have you been in the railroad business?

A The railroad business alone about eleven years.

Q How long have you been an engineer?

*Mr. Merrey.* Wasn't this all gone into by Mr. Falconer before?

*Mr. Minard.* He has never testified.

A Nineteen years.

Q During that time have you been engaged in practical engineering work continuously?

A Continuously, yes.

Q How long have you been with the Erie Railroad?

A Nine years.

Q Have you been in any other department of railroading than engineering?

A I have been in the operating department for one year as division engineer.

Q And then you came into headquarters engineering department?

A Yes. I was originally in the engineering and construction department; then left that department and spent one year in the operating department and came back to the construction department.

Q How long have you been fulfilling the duties of chief engineer?

A Since February 7th, 1913.

Q And before that what was your position?

A Principal assistant engineer.

Q For how long?

A About six months.

Q How long a time—for how long a time have you been familiar with the work of construction and the reason for this work in the construction department of the Erie?

A Well, I have been familiar with all of the work only since my appointment as superintendent of construction, but previous to that time during my entire service with the Erie, I have been familiar with the necessity in the plans of considerable portions of the work.

Q In connection with this case or in any other connection, have you gone over the system alone or with other officials for the purpose of determining what improvements were essential to be made within a given period?

A I don't know exactly how to answer that question. I have not actually travelled over the system with them personally to determine what is necessary but these questions come up constantly and we periodically prepare a list of improvements which we think are essential.

Q Have you prepared, or has a list been prepared in your department of the given number of improvements to be made in a given time?

A Yes, we have prepared several such lists.

Q Is there one now in existence, the current list?

A Yes. I have a list here which I prepared on the basis of a list which was prepared last fall, about a year ago.

Q And the improvements mentioned in such a list, are the improvements mentioned in such a list authorized to be made?

A Some of them have been authorized and the work help up, some of them are now authorized and

under process of completion, some of them have never been authorized.

Q Have all of them been passed upon as to their necessity?

A Yes, by the officers of the company, by the Board of Directors.

Q Those which have been authorized, I understand from previous testimony, are those which have been approved by the Board of Directors as to the necessity for the work?

A Yes.

Q Have you such a list with you?

A Yes.

Q In the first place, have you a list of the improvements made by the railroad company for a given period of time?

A I have not a list of all the individual improvements but I have here a statement of expenditures for additions and betterments.

Q For the general improvement of the road?

A For the general improvement of the road from 1906 to 1914, inclusive.

Q Aggregating how much money?

A $55,727,039.

Q And this list is so arranged into columns as to indicate what proportion, if any, of the expenditure is charged to capital account and what proportion is charged to income?

A Yes.

Q Or paid for out of income?

A Paid for out of income, yes, sir.

Q And this list shows in a general way what the improvements were for, doesn't it?

A Yes.

*Mr. Minard.* I will offer that list for the information of the board.

*Commissioner Donges.* It will be marked.

(Statement entitled "Expenditures, additions and betterments—road 1906 to 1914, inclusive," received and marked Exhibit R-128.)

Q Mr. Falconer, what have you to say with regard to whether the list which you have of necessary improvements is or is not a carrying out of a general plan for the improvement of the system which was begun with these expenditures of fifty-five millions or more?

A This is a carrying out of that same system of improvements, plan of improvement.

Q As to any or all of these proposed improvements, do they represent the completion of those already begun in that list?

A Well, they represent largely the completion. There are many minor things which are not included in my list, of lesser cost, of less importance, which would have to be constructed or improved in order to complete the scheme in its entirety.

Q Are there any items in this list that you are about to discuss that are necessary for the purpose of bringing into use facilities toward which money has been already expended and the work is unfinished?

A Yes.

Q Mr. Falconer, referring to that list, will you proceed to mention the features which you consider most important for the improvement of the system to make it an efficient railroad as a whole?

*Mr. Merrey.* Are you offering this list now?

*Mr. Minard.* Not now; I want to discuss it. I am willing to offer it in evidence. I will offer it now.

*Commissioner Donges.* It may be marked then as Exhibit 129.

(Statement entitled "Approximate estimate of cost of construction expenditures which should be made within five years" received and marked Exhibit R-129.)

A We have spent a great deal of money to secure a double track railroad. The double tracking is not completed. We have spent a great deal of money to reduce grades; the grade reduction is not complete. When the double tracking and grade reduction are completed they will enable the railroad to handle a much greater volume of traffic than it has in the past or than it does now, and will necessitate large improvements to our terminal facilities, not only division terminals, intermediate points on the road, but to our terminals at the ends of the railroad. The most important things aside from safety seem to be the completion of the double tracking and the completion of the grade reduction and the increase in the capacity of the terminals. The order in which—

Q Just let me ask right there—is there in your judgment, an element of safety in those things you have mentioned, terminal improvements and grade reductions and double tracking?

A Yes. There is a very large element of safety in double tracking and in grade revision. In terminal improvements, such of the terminal improvements as have to do with the handling of passenger business is an element of safety.

Q Proceed with your list then.

A The order of importance of these items on the list is a little different from the order in which they are placed. The item of first importance to my mind, is the completion of the work of double tracking from Marion to Lomax, which is the fifth item on the list.

Q Proceed Mr. Falconer, and explain that double tracking and what it will accomplish and the necessity for it.

*Commissioner Donges.* Marion, Ohio, to Lomax, Indiana?

*Witness.* Yes, sir.

A We originally had a single track through this distance, 205 miles with five-tenths per cent. grades. The country was particularly adapted for low grade line which would reduce the cost of operation so that grades were reduced at the time the double tracking was done. Authority was granted for the double tracking in 1912 and seven and a half millions of dollars have been expended in the work. The work is very nearly completed and is being completed now. We have yet to expend—

Q (*By Commissioner Treacy.*) About two million to complete it?

A No, $651,000 at the time these figures were made.

Q What is the importance of the completion of that work, in your judgment?

A It is very necessary to complete it because of the density of traffic out there on that division, and to reduce operating expenses, and to increase the safety.

Q How much is there to be double tracked yet in order to make the division double track?

A There remains only less than ten miles now.

Q Out of 205 miles on the division?

A Yes.

Q And by the completion of those ten miles which will cost the amount you stated, you will then have a double track division?

A Yes, from Lomax. There still remains thirty-six miles of single track between Lomax and Griffith. Griffith is right in there (indicating). That is the item of next importance, the double tracking of that and the grade reduction between Lomax and Griffith.

Q (*By Commissioner Treacy.*) That is about thirty-five miles?

A Thirty-six miles.

Q (*By Mr. Minard.*) How much will that cost?

A $2,051,000.

Q (*By Commissioner Treacy.*) There is about twenty-five miles left of the other part of the division?

A Ten miles.

Q It is the ten miles between Marion and Lomax?

A Yes, between Marion and Lomax, that has not been completed. There is really less than that. They are finishing it up very fast. I cannot give you the absolute figure, but there is less than ten miles.

Q (*By Mr. Minard.*) With regard to that stretch between Lomax and Griffith, is that work being done?

A No, that is not authorized.

Q Has any work been done on that part at all?

A We have made the surveys and we have had authority to buy part of the right of way, but no work, no actual construction work has been undertaken.

Q Do you know why?

A We didn't have the funds.

Q Proceed with your list. Are there any grade reductions?

A I would like to say there is a very important grade reduction in both directions. The ruling grade on that portion of the line is now five-tenths per cent.

Q From Lomax to Marion?

A No, from Lomax to Griffith, and it is proposed to reduce the grades to two-tenths per cent. westbound and three-tenths per cent. eastbound. The operating division containing this stretch of track is seventy-seven miles long and extends from Huntington, Indiana, to Hammond, Indiana, and now that whole division must of necessity be operated on a five-tenths per cent. grade basis and pusher engines used on the single track portion of the line. On the basis of five-

tenths per cent. grade a H-21 engine, which is our most common type of freight engine in that territory, can haul fifty-three forty-ton cars, whereas if the grade is reduced as contemplated, the same engine and crew would haul seventy-five forty-ton cars eastbound and ninety-four westbound.

Q (*By Commissioner Treacy.*) How many now?

A Fifty-three. We almost double the westbound train, thereby cutting in two the item of labor and very materially reducing the item of coal and engine repairs, all those things are approximately cut in two when we can increase a train.

Q (*By Mr. Minard.*) The eastbound train will be increased about fifty per cent.?

A Yes.

Q Have you got the cost of that work?

A Yes, the cost was estimated at $2,051,000.

Q What have you to say as to the grade reductions and the difference of the train haul in that district from Marion to Lomax?

A The same thing applies. We had the same rate of grade, five-tenths per cent. originally, and we are reducing to two-tenths per cent. westbound and three-tenths per cent. eastbound between Huntington and Lomax, and two-tenths per cent. both ways between Huntington and Marion.

Q (*By Mr. Merrey.*) Where is the operating division east of Huntington?

A Runs from Huntington to Marion.

Q (*By Mr. Minard.*) Proceed with the list, Mr. Falconer.

A The next item, the item that seems to me to be of next importance, is the grade reduction and double tracking from Steamburg to Jamestown.

Q Just indicate that on the map.

A Jamestown, New York. Steamburg is right there (indicating). We have completed the double

track and grade reduction from Salamanca to Steamburg, finished it up last year.

Q What is the necessity for that work?

A The additional track is necessary on account of the congestion. The grade reduction is necessary on account of—as a matter of economy in operation. We have already expended five million on the Meadville division east.

Q What is the advantage to be gained from the Steamburg to Jamestown change?

A We will reduce grades from eight-tenths per cent. to two-tenths per cent. eastbound and three-tenths per cent. westbound.

Q And what will be the effect on the train load?

A A H-21 engine on an eight-tenths per cent. grade will haul thirty-nine forty-ton cars up the grade, whereas on a three-tenths per cent. grade westbound it would haul seventy-five and on the two-tenths per cent. eastbound it would haul ninety-four. That is an increase of practically double on the three-tenths per cent. and nearly three times on the two-tenths per cent. grade. The additional track on the ten mile stretch which is now single track will also furnish relief which is badly needed.

Q What is the cost of that work, the estimated cost?

A That is estimated to cost $2,600,000.

Q Has any part of that work been done?

A Not of this Steamburg to Jamestown.

Q But this portion is a portion of the scheme from Jamestown to Salamanca, part of which is carried out, is that right?

A Yes, in there it is a portion, yes, from Jamestown to Salamanca, but it goes through beyond Jamestown, from Meadville to Salamanca. That is the whole operating division.

Q Is all the rest of the division now double track except this ten miles?

A Yes.

Q Is any part of this work under way, this ten miles?

A No.

Q Has anything been done about it yet?

A Only surveys and estimates.

Q What is the reason the work was not done or undertaken?

A We did not have the funds. Let me make a correction; this work is more than ten miles long. We have only ten miles of single track in this stretch but the grade reduction extends a good deal farther. Some of our double track will have to be revised as to grade.

Q What is your next item?

A The next item is a little stretch of single track on the Alleghany division east of Salamanca, between mile post 401 and CY tower, east of Carrolton, only about four and a half miles long. No grade reduction is contemplated at that point. The grades are good now, but the alignment is very bad and we only have a single track.

Q How much will that cost?

A Estimated to cost $514,000.

Q Is that another division from the Salamanca to Jamestown division?

A Yes, it is on the Alleghany division.

Q What other portion of the Alleghany division is a single track; any?

A No, if we consider the Genesee River Railroad as one track and the old main line as another we can consider the whole Alleghany division as double tracked. We have two tracks to all points excepting this one.

Q Then this small piece of work here would enable the use of the double track on the whole division?

A It amounts to that, yes. The Genesee River Railroad is a low grade freight line extending from Cuba Junction on the main line to Hunts Junction on the Buffalo division and it is used for freight only, the freight trains passing over this railroad and thence by the Buffalo division to Howell. The old main line passes over two high summits, one near Alfred and one east of Cuba, and the Genesee River Railroad avoids both of them. The old line is used for passenger business and such local freight as must of necessity go that way. All other freight goes by the Genesee River Railroad. This gives us two tracks, although it is not exactly the same as a double track railroad, because they go by different routes.

Q So far as handling of traffic is concerned you have the same advantage as two tracks?

A Practically. We separate the freight traffic from the passenger traffic and the passenger traffic is not very dense, so that we accomplish a great deal in the way of safety as well as facility in operation.

The next change of importance, or the next improvement in the order of importance, as I see it, is the grade reduction from Buchannan Junction to Shenengo on the Meadville division, west.

Q What will that grade reduction accomplish?

A We have at present a single track between these points with grades, ruling grades of about one per cent. in each direction. We now operate some westbound freight trains over the Bessemer & Lake Erie shown in purple on the map between these points, as this railroad has lower grades than ours. The Bessemer & Lake Erie throughout a large portion of this distance is also a single track railroad, and cannot take care of our traffic in both directions. We of necessity operate our eastbound trains over our own line, notwithstanding the fact that the grades are so bad.

Q What will be the result of this grade reduction so far as hauling power is concerned?

A A comparison of the trainloads of the H-21 engine would be as follows; on one per cent. grade, the present grade, the engine can haul thirty forty-ton cars, whereas on a two-tenths per cent. grade it could haul ninety-four and on a three-tenths per cent. grade would haul seventy-five.

Q In other words, on the two-tenths per cent. grade you would carry as many cars as you now carry in three trains?

A Just as many, a little more.

Q And two and a half times the number on the three per cent. grade?

A Yes, on the three-tenths per cent. grade.

Q What is the cost of this work?

A $1,204,000.

Q Has it been undertaken?

A No.

Q Has it been authorized?

A No.

Q Has it been decided upon to do it?

A Well, we have had schemes for six or seven years to do this work but we never have had the money to devote to it, so I have been advised.

Q Proceed with your list.

A There are in addition to the items named, two smaller items which I included in the first part of my list, in the first group in my list, one the Pennsylvania detour at Belfast, New York, costing $100,000. This is a new piece of new track.

Q Where is Belfast?

A On the Genesee River Railroad at the point where the Genesee River Railroad crosses the Genesee Valley, crosses the valley of the Genesee River.

Q About half way between the ends of the Genesee River Railroad?

A Yes. When we built the Genesee River Railroad, we, in crossing the Pennsylvania, we agreed to construct a concrete arch to let them under our embankment which is about seventy-five feet high across that valley, and this concrete arch was to be wide enough for a double track and of sufficient height. We built the arch and when we built the embankment the soil was so treacherous and the arch failed, so we cut their railroad in two. We then cut a hole through our embankment to the west of the arch and put a temporary detour through there and they have been running through this temporary detour ever since, but they have been insisting, and rightly so, that we construct their railroad in a permanent and satisfactory manner, and we are under obligations to do so, and that is this item of $100,000 which is chargeable to the cost of the Genesee River Railroad and which of course, we have to pay.

Q (*By Commissioner Donges.*) You have trackage rights only over the Genesee River Railroad?

A No, we own the Genesee River Railroad.

*Mr. Merrey.* It is a railroad they built, owning the stock of the railroad.

*Mr. Minard.* I don't know much about the details of that, but as I understand it, the company was organized and the Erie took all the stock of the company, the same as they did to get the Bergen archways.

*Witness.* The Erie furnished all the money.

*Mr. Minard.* They organized a local company for some legal reason, to build that road, then took the stock. It was done that way, as I understand it.

*Commissioner Donges.* That is one of the lines that should be shown in red then, under the legend.

*Mr. Minard.* That is my understanding of it. I may be wrong.

*Witness.* There is an agreement with the Genesee River Railroad, as I understand it, whereby we pay them trackage rights which consists simply of the cost of maintaining the railroad. The Erie Railroad Company furnished all the capital to build it and owns all the stock.

The double tracking of the Ferrona branch is a small item amounting to $386,000. The Ferrona branch is a railroad called the Sharon Railroad, extends from New Castle, Pennsylvania, to Sharon, Pennsylvania.

Q Is that in green?

A That is in green, yes, sir. There are two portions of it that are very badly congested, the northern end through Sharon and the southern end at New Castle. It is desired to establish passenger service on that railroad which it has not now.

Q (*By Mr. Minard.*) Isn't it true, Mr. Falconer, that the Erie did maintain passenger service at New Castle, Pennsylvania, some years ago?

A I don't know.

*Mr. Minard.* I know that is true, because I have been to New Castle in the last few weeks on that matter or a similar matter regarding some crossings. The railroad company had to discontinue passenger service down there because conditions were such as to make it unsafe to continue. The railroad company had to turn its passenger traffic over to the Pittsburg & Lake Erie Railroad Company, because we did not have facilities there to handle it.

Q How much does that cost?

A The length at Sharon which we propose to double track, that is the Erie, would cost $386,000. The Pittsburg & Lake Erie Railroad under an agree-

ment propose to double track the end at New Castle and furnish the money for it under an agreement where they will be eventually recompensed, and that I have not included in my list.

Q What is next?

A The next group consists of additional tracks and grade reduction in addition to the above. In other words, items that are not so absolutely essential as those in the first list.

Q Right there, what is the total on that first list that you just completed now?

A The total estimated cost of the first list is $7,806,000.

Q In your judgment, what is the nature of the importance of that list of work?

A This first list?

Q Yes?

A I think it and the improvement of the necessary terminal improvements; those two are of prime importance.

Q What in your judgment, is their importance with relation to the elimination of grade crossings at Paterson?

A I think they are much more important than the elimination of grade crossings.

Q Do you consider they are more important for the benefit of the traveling public as well as for the railroad company?

A Yes, I do.

Q (*By Mr. Merrey.*) You mean by traveling public, those that travel over your line?

A Yes.

*Mr. Minard.* All the public at large, I will make the question that way.

Q (*By Mr. Minard.*) What is your view of their importance with regard to the ability of the railroad company to adequately handle its interstate business?

A They are of prime importance to enable the railroad company to handle its interstate business. The business of the railroad company is very largely interstate and all of these improvements, every single one of them, and the terminal improvements, are all necessary to aid in handling interstate business.

Q In your judgment, if the railroad company was required at this time to spend three millions or more for the elimination of grade crossings in Paterson, would its ability to handle the improvement, its duty with regard to interstate business be impaired?

A In my opinion it would. In my opinion that three million or whatever it is, should be expended in making some improvement that would enable the railroad to earn a greater income and it might thereby be enabled to set aside sums to carry out work which is not non-income producing. The elimination of grade crossings in Paterson or any other city produces no income, adequate, when compared to the expenditure. The saving in expenses is a very small fraction of one per cent. of the cost of the elimination, as a rule, and it will be so in Paterson. In other words, if the Paterson elimination is undertaken, the company will be burdened by fixed charges equal to the interest on the cost of construction and will save practically nothing in operating expenses, whereas if this same amount of money is expended at a point where operating expenses are reduced, such as grade reduction or additional tracks where they are necessary, the saving in operating expenses will help to pay for such improvements at a later time. The credit of the company is impaired by expenditures which do not improve, which do not increase its revenue. The credit of the company is improved by expenditures which do increase its revenue and the company, as I see it, cannot make expenditures of such magnitude as the Paterson grade crossing elimination without borrowing money.

Q Proceed with your list of improvements which in your judgment are necessary. I understand that you connect up the terminal improvements, that is the necessity for terminal improvements, with double tracking and grade reduction which you have already mentioned?

A Yes.

Q Suppose you proceed with them and discuss it in that connection?

A I connect the terminal improvements for the reason that as the double tracking is completed and the grade reduction is completed our business increases. It has been found true that wherever we have made an improvement enabling the railroad to handle more business that the business has followed in every case. Now then, our terminals have already reached their capacity as they are at present developed and we are working under difficulties at present. If we complete our double tracking and grade reduction we certainly will have to increase our terminals simultaneously.

Q Right now with regard to handling of passenger traffic, what is your opinion about the present necessity of improving the passenger terminals at Jersey City?

A I think it would be a very desirable thing to do. We have about reached the capacity of our present passenger terminal. I don't see how we could increase the number of trains or the number of people handled there very materially without better facilities.

Q Proceed with your list of terminal facilities necessary?

A The first item on the list is the revision of the Jersey City terminal, including a new office building, that is the Jersey City passenger terminal and the facilities freight and otherwise in the immediate vicinity which would have to be changed at the same time. That is estimated to cost six million.

Q Have you considered a number of plans in that connection?

A Yes, there have been a number of plans considered.

Q Did you consider any plan that would cost seven million, to which Mr. Lincoln referred?

A Yes.

Q This plan for six million, has that received any preference?

A No plan has been adopted finally. There are a number that are receiving favorable consideration.

Q Proceed with the list of other features there?

A We have at Weehawken a terminal improvement which consists of the entire remodeling of the yard to increase its capacity to provide receiving tracks sufficiently long so incoming trains will not have to be cut at Willow avenue. It embraces the extension of all the piers to the pier head line, double decking and widening pier A, the construction of new fire proof covered pier double decked, and the construction of two open piers for handling heavy freight. Our present facilities are so small that the freight is only handled at excessive cost.

Q Do you know what that excessive cost is over and above what it would cost with an adequate terminal?

A I do not.

Q What is proposed to spend to bring those facilities up to where necessary?

A Four million. The next item is a very small one, a new mill on the Long Dock that was discussed in Mr. Crawford's testimony, estimated cost $42,000. This mill is owned by the Erie Railroad Company and it is in such bad condition that we will either have to abandon it or renew it within the next five years. The mill is leased to a feed company. It is especially valuable to us on account of its close proximity to the grain elevator.

Q Does it or does it not enable you to handle grain through the elevator that otherwise you would not be able to handle?

A Yes, it does.

Q Grain in different condition?

A Yes.

Q (*By Commissioner Donges.*) This is not the mill leased to the Long Dock Mills & Elevator Company?

A Yes.

Q (*By Mr. Minard.*) What is the next item?

A The Duane street improvement.

Q What is the nature of that?

A That consists of extending the existing piers to the pier head line, renewing the present timber sheds built in 1880, cutting off the piles under the timber sheds at low water and erecting a new sub-structure between low water and the present flooring and putting in new flooring; estimated to cost $500,000.

Q What is the necessity for that improvement?

A We lease this pier from the city and are under obligations to keep it in repair and return it to the city at the end of our lease is as good condition as when we leased it and all additions and improvements above, I believe it is the water line—I am not sure whether it is the water line or the floor line, I think it is the water line—are to be paid for by the railroad company and become the property of the city on the expiration of the lease.

Q (*By Commissioner Donges.*) The tenure is for what length of time?

A I don't know exactly but I think this lease has about twenty years to run yet. I am not sure about that figure.

Q (*By Mr. Minard.*) Is it true that in order to maintain our facilities at Duane street we have got to make this improvement?

A Yes. Duane street is very badly crowded now. On one of these piers we handle practically all of the fruit from California that comes to New York and the other one we handle our east and westbound freight. The fruit pier is very badly congested.

Q Proceed.

A The Twenty-eighth street storage warehouse, estimated cost $1,190,000. It is thought that the construction of a storage warehouse at twenty-eighth street will result in increased shipments to that point, increased revenue, by reason of the facility offered the public of storing their goods, and will reduce the cost of operation.

Q How much is estimated for that?

A The construction of this warehouse is necessary, because we are unable with present facilities to handle business consigned to our 28th street station.

Q The cost of that?

A $1,190,000.

Q I understand some improvement there is necessary in order to handle present, regardless of contemplated, business?

A Yes, business is badly overcrowded now.

Q What is the next item?

A The next item is the Harlem Terminal, 150th street. That was estimated to cost $200,000.

Q What is the necessity for that?

A We are at present occupying jointly with the D., L & W. Railroad, a terminal at 135th street. We will be forced out of this location shortly on account of the city's program for constructing subways, which will so interfere with the operation of this joint yard, that the D., L. & W. which controls it will be only able to handle their own business, consequently we will have to provide a similar station at some other point, which we have selected at 150th street.

Q (*By Commissioner Treacy.*) What is that yard used for?

A Freight, inbound and outbound. We take over freight either by barge or car float.

Q Transfer to what roads?

A To deliver to the public and receive from the public; a freight house there.

Q You mean, to deliver to the public in New York City?

A Yes.

Q In that vicinity?

A Yes.

Q You transfer the freight cars there instead of delivering your freight at Weehawken or Jersey City terminals?

A Take the freight cars right over there and handle them at 150th street.

Q (*By Mr. Minard.*) The next item.

A Bulkhead shed on Pier 7, East River; $10,000; that is a small item.

Q What is the purpose of that?

A On account of increased business our present bulkhead shed at pier seven is inadequate. We are handling westbound business at that point at an extra cost. The construction of the new bulkhead shed will relieve the situation.

Q What is next?

A Pier 36, East River, $170,000.

Q What is the purpose of that?

A Our present pier facilities on the East River are inadequate and this results in the crowding of the present pier seven, so that the cost of handling traffic is much greater than it should be.

(Informal discussion.)

*Mr. Minard.* Suppose we have this marked.

(Statement entitled "Memorandum, re various improvements, received and marked Exhibit R-130.)

Q Mr. Falconer, I will ask you to call our attention to any other feature of this Exhibit R-129 which you think requires an explanation or discussion by you?

A Well, under the second group, entitled, additional tracks and grade reduction necessary in addition to the above.

Q Can you discuss those briefly, in view of the fact that the statement is already in evidence as to cost and so on?

*Mr. Merrey.* It won't help any if that is on the statement.

*Witness.* That is not on the statement.

*Mr. Merrey.* Very well.

A I don't think it is necessary to discuss the Penhorn Creek Tangent Line, except to say it is a short line across the meadows for passenger business, in order to give additional space for development of Bergen yard; a more direct route for passenger trains from Hackensack River bridge to the west end of the Bergen archways.

Q Will it shorten or improve passenger facilities as they are now?

A It will both shorten and improve them.

Q Will it enhance the safety of the operation?

A Yes, it will eliminate two curves. I may say that work was authorized and the work about three-fourths done when we stopped for lack of funds, and it is still uncompleted and has been for over a year.

Q And you think it will cost $80,000 to finish it?

A That is the estimate.

Q And put the whole work in operation?

A Yes.

Q The next item.

A Grade reduction and two additional tracks from Croxton to Suffern, estimated to cost $3,560,000.

Q Those are the ones discussed by Mr. Lincoln the other day, are they not?

A Yes.

Q You consider them necessary from the standpoint of passenger operation as well as freight?

A Yes, necessary, but not so necessary as the items in the first list.

Q Is there any other item here you desire to call attention to particularly?

A Grade reduction and two additional tracks from Suffern to Newburgh Junction, giving us four tracks from Newburgh Junction. From Newburgh Junction to Port Jervis we have four tracks most of the way now. We had two tracks on the old main line and two tracks by way of Erie & Jersey Railroad, as far as Graham. From Graham down to Port Jervis we only have three tracks. There are quite a number of passenger trains from Middletown to Newburgh and so forth that are in the nature of suburban trains, although they are suburban trains, and makes this territory between Suffern and Newburgh Junction more or less congested with the freight business, and that condition is getting worse every year. Four tracks are desirable now and they will be absolutely necessary before very long. There is a grade reduction to be accomplished in there at the same time and a very decided improvement in the alignment which will add to the safety of the railroad.

Q Is there any other item here that you want to mention particularly?

A There is an item, Columbus to Concord, grade reduction, $900,000. This is grade reduction through Corry, Pennsylvania. Corry is at the top of a hill and low grades on both sides. We cannot quite reach the summit. We will have to cut down our tracks through Corry in order to reduce a pusher grade. We are operating a pusher engine there now but it is only a short grade and we can get along with it for a while.

Youngstown to Cleveland, grade reduction, $4,769,000, is a very important item. That is over the Cleveland and Mahoning Valley Railroad, shown in green on the map. We lease it on a long term basis and as I understand it, the improvements have to be paid for by the Erie Company.

Q Is it true, Mr. Falconer, that that is our ore line principally?

A It is.

Q And our tonnage is unusually heavy over that line?

A Very, very heavy.

Q Therefore the advantage of this grade reduction would yield very large if it could be done?

A It would. A very great saving in operating expenses would result from this improvement. Here is some memoranda I made on that point.

Q This memoranda that you are referring to now is additional data on several of the items mentioned in R-129?

A Yes.

Q And the data which you have in mind with relation to each of these details is mentioned under the heading of the given subject, is it not?

A Yes.

*Mr. Minard.* We can save that much time if we will put that right in.

*Commissioner Donges.* That may be marked.

(Memorandum regarding various improvements, received and marked Exhibit R-131.)

*Witness.* The other items on this list are of lesser importance.

Q (*By Commissioner Donges.*) All regarded by you, as I understand your testimony, as being essential to the operation of the road in the line of improvements that ought to be made?

A Yes, sir.

Q You have here several items aggregating $1,293,000 under head of extensions to yards and terminal facilities at division points. They are all mentioned here with regard to their location, are they not?

A Yes.

Q And the amount you estimate it would cost to carry this out?

A These amounts are only approximate.

Q In a general way as applicable to all of these points, is it not true that the extension of the yards has become imperative on account of the increased size of trains?

A Yes, it is true.

Q Isn't it also true that in some cases the trackage facilities are so small at these yards they cannot now take care of the trains, the length of trains which come in?

A That is true.

Q Isn't it true, Mr. Falconer, that at certain points there are no trackage facilities now to hold the whole train operated at the present time?

A It is true.

Q These changes then are imperative immediately in most cases?

A Yes.

Q (*By Commissioner Donges.*) Have these extensions to yard and terminal facilities been authorized?

A None of these on the list have been authorized. We have made a number of such extensions which are completed.

Q (*By Mr. Minard.*) Isn't it true, Mr. Falconer—

*Mr. Merrey.* I have not objected to this, but every question that counsel has put has been very leading, practically testifying himself.

*Mr. Minard.* All right.

Q Is there any case, Mr. Falconer, where these yard facilities—where the trackage space is so small

that the length of the train is shortened on that account, because of the inability of the terminal to handle a larger train if it was carried?

A No, I don't know of any such case, but I do know that difficulty is experienced and time is lost in making up trains on the main track sometimes or in making them up and getting them out of the yard. At Hammond we are very badly crowded.

Q Are there any cases where there is not room in the yard to assemble a long train and it has to be done on the main track?

A The train is assembled on two or more tracks in the yard and when it is ready to pull out they couple up the several pieces of the train, occupying a part of the main track to do the work, which results in delays.

Q Does it result in any interference to traffic on the track?

A Yes, undoubtedly it does.

Q Is there any other item here—for instance here on page two, bridges and buildings; have you any memorandum discussing these bridges in detail and the necessity for them?

A No, I have none.

Q In a general way, do you consider their renewal or repairs necessary?

A Yes, absolutely necessary. All of the bridges listed, all individual numbers, are absolutely necessary.

Q Do they have any relation to the safety of operation of trains?

A They have a very important relation to the safety of operation of trains.

Q I see here an item, bridge program for 1913 and 1914, is that the bridge program for the last fiscal year?

A Yes.

Q What does that indicate there, $438,000?

A That covers repairs and renewals to a number of bridges, others than those listed above, which are included on this general program.

Q Does that indicate or does it not, that that amount of work of the program for the last fiscal year fell short of being done?

A It was none of it authorized.

Q For what reason, do you know?

A We did not have the money to carry it out; I say none of it was authorized, I am mistaken; $230,000 was authorized to be expended before January 1st, 1915, and I presume the balance of it will be authorized in the first part of 1915.

Q How do you make up your bridge program for a given year?

A Do you want just the details of how it is done?

Q Is there a department which goes out and looks the bridges over and inspects them, and considers the necessity of repairs within the year to come?

A We have bridge inspectors constantly going over the line.

Q Are they under your supervision?

A Part of them are, a number of them are under the supervision of the operating department.

Q Is that bridge program made up and submitted to the executives?

A Yes.

Q And do they appropriate the amount of the program or as much of it as the earnings of the company will permit, or how do they do it?

A They, recognizing the necessity of bridge work, they authorize as much as they can set aside for that purpose, as I understand. We sometimes don't get our authority the year we ask for it and we, in such cases, have to take such steps as are necessary to secure the safety of the bridges, even without authority, but generally we get our program the following year.

Bridge work is something that cannot be put off indefinitely.

Q Here are other items, yearly station renewals, averaging $100,000 a year; what does that represent?

A That represents renewal of small stations.

Q Passenger stations?

A Passenger stations and freight stations.

Q (*By Mr. Merrey.*) In this vicinity?

A Over the whole railroad. There are some items in here; there is one new freight station at Akron, Ohio, estimated to cost $233,000.

Q Going on down here, I see there is a list of automatic signals and interlocking here. This statement shows the amount of doing the work and the location of each one. Have you anything to say about the necessity for this work?

A The interlocking?

Q Yes?

A The automatic signals?

Q Yes?

A As a matter of safety for the traveling public.

Q It is a matter almost entirely of safe operation of trains, is it not?

A Very largely so. The automatic signals allow a more dense operation of trains safely, but the prime object in installing them is safety.

Q What is the purpose of the interlocking?

A Interlocking is for the protection of railroad crossings at grade.

Q What is the effect of interlocking?

A As a matter of safety it prevents—

Q Does it or does it not prevent a train from running into another?

A It does prevent one train from running into another.

Q (*By Commissioner Donges.*) When you say grade crossing, you mean crossing by another railroad of your track?

A Yes, sir.

Q (*By Mr. Minard.*) You have here a statement regarding grade crossings, Erie Railroad's proportion of cost of eliminating grade crossings covered by existing agreements, orders of courts and commissions?

*Commissioner Donges.* First let me ask, whether the list, automatic signals, and the interlocking, the sum of $669,700 has been authorized by your record?

*Witness.* No, the items marked A are those now or at one time authorized.

Q (*By Commissioner Donges.*) But the work has not yet been started?

A The work in some of these items has been started and nearly completed.

Q (*By Commissioner Treacy.*) Although not authorized?

A When authorized, but in some other cases the work has not been started and the authority temporarily withdrawn. We will take for instance, interlocking at North Judson; the work was authorized, but it has not been completed. The interlocking at S.J. tower is under way now, cost $12,000 to complete it. From Leavittsburg to Kent the work is nearly completed; $42,700 represents only the cost needed to complete.

Q (*By Mr. Minard.*) Does the letter A in front of any item on this list mean, authorized?

A Yes, it means the item has been authorized at some time; the authority may have been withdrawn.

Q (*By Commissioner Donges.*) That is to say the money may not have been appropriated for the purpose?

A No.

Q (*By Mr. Minard.*) This list here relating to grade crossings at the bottom of page two, I understand those are crossings where the railroad is under

obligation either by agreement or by orders of courts or commissions to do the work; is that right?

A Yes.

Q And that aggregates as shown here $3,317,000?

A Yes.

Q (*By Commissioner Donges.*) In the case of Buffalo for example, by agreement?

A Yes.

Q (*By Mr. Merrey.*) That is complete?

A No, not complete in Buffalo by any means.

*Mr. Minard.* That is the case testified to the other day where Buffalo was advancing the money.

Q (*By Mr. Minard.*) Do you know how the money is being furnished for Buffalo?

A We are paying for it as the work proceeds.

Q In what proportion?

A The work on the railroad right of way is paid for entirely by the railroad company. The work which is on the street or which is common to the street and right of way, as, for instance, bridges covering railroad track and the abutments, are paid for sixty-five per cent. by the railroad company and thirty-five per cent. by the city. The property necessary for streets or for construction purposes is paid for on the same basis, sixty-five and thirty-five. The damages consequential damages are paid for fifty-five per cent. by the railroad company and forty-five per cent. by the city.

Q (*By Commissioner Donges.*) That is by agreement?

A By agreement. However, they had the power and still have to make us do this work and while we agreed, we did so because we could not avoid it.

*Mr. Merrey.* This is a new work to the one that the comptroller testified to the other day?

*Mr. Minard.* That is a different work.

*Mr. Merrey.* This is a second work evidently at Buffalo.

*Witness.* We have been—the grade crossing elimination work has been going on for several years.

*Mr. Merrey.* Mr. Crawford testified the other day that there were a number of obligations of the company outstanding held by the City of Buffalo and the railroad was paying a certain amount of interest.

*Witness.* That was done under another agreement sometime before, yes.

Q (*By Mr. Minard.*) Is it not true, Mr. Falconer, that the Legislature of the State of New York passed an act a year or so ago —

*Commissioner Donges.* I suppose the act speaks for itself, better than Mr. Falconer can, Mr. Minard?

*Mr. Minard.* The act may speak for itself, but what I was trying to get at is not in the act.

*Commissioner Donges.* You are asking whether an act did not provide certain things.

*Mr. Minard.* I will change the question.

Q Is there a grade crossing commission in the City of Buffalo?

A Yes.

Q Is it in connection with that commission that this work is being done?

A All of it, which is assigned to Buffalo.

Q You referred to their having the power to do certain things. Was it the power in this commission you referred to or some other?

A The power in this commission.

Q Is there any other improvement here that you want to call attention to particularly?

A Yes. The second item, Youngstown, Ohio, estimated cost $1,730,000. That has been included under

the heading of grade crossing work for the reason that the court had ordered us to do the work but I wish to explain that a very large part of that work is a part of our grade reduction scheme which we would carry out whether we eliminated the grade crossings or not. We are not only eliminating grade crossings but we are reducing our ruling grade through Youngstown at the same time, so all of this $1,730,000 is not chargeable to grade crossing elimination.

Q (*By Commissioner Donges.*) Is it included in the item under the second sub-division, $4,769,000?

A No, it is not.

Q (*By Mr. Minard.*) Do you know by what authority this work has been ordered for Youngstown?

A Ordered by the court.

Q And was there a trial fixed in this matter a week or so ago?

A You are referring to Himrod avenue.

Q That is another one?

A Yes, that is included in that sum total, $1,730,000.

Q Do you know whether that proceeding was carried out when it came to trial?

A I believe the case was postponed.

Q Do you know why?

A I think the city wanted to have a meeting of the parties interested, the various railroads interested, with the city officials to see whether it could not be amicably settled out of court.

*Mr. Merrey.* I don't see that is evidence in this case.

*Mr. Minard.* I thought if Mr. Falconer knew, I wanted in the record the reason why the case was postponed.

Q Is there any other item you want to call attention to particularly?

A No.

Q There is another subject here, Erie Railroad's proportion of cost of eliminating grade crossings in regard to which proceedings are now pending; none of those cases have been determined, have they?

A No.

Q And of course, this is an estimate only of what it would cost if we were ordered to do them on the basis now contemplated?

A Yes. The estimate of the Erie Railroad's proportion only, on the basis which we think is likely to be adopted. Of course, that is a matter of guess to a certain extent.

Q With the exception of certain states where fixed by law?

A Yes.

Q Is there any other State in which you have anything to do in railroad work where there is not a portion paid by the State or by the public?

A Well, in Pennsylvania the portion is fixed by the Public Service Commission and it may be entirely all put on the railroad, I suppose in certain cases; I don't know. In no other case, no other State, with the exception of New Jersey.

*Commissioner Treacy.* What difference does it make whether the public are required to pay anything or not?

*Mr. Minard.* Frankly it makes this difference, that sooner or later I think this State will come to consider—

*Commissioner Donges.* We have to act on the law as it stands.

Q Mr. Falconer, referring to the list as a whole, is there anything on this list which does not affect the company's ability to render adequate interstate service?

A The list as a whole?

Q Yes?

*Commissioner Donges.* You mean by that, every item is?

*Mr. Minard.* Yes, that is what I want to know.

*Commissioner Donges.* On the same basis, I presume, that if you had no tracks over New Jersey from the terminal points, you would not be able to render interstate service?

*Mr. Minard.* Not exactly on the same basis, because that would be obviously—that would be an obvious proposition but some of these are not obvious.

*Mr. Merrey.* It means a lot of things affected, may be economical, and several other things. You may say that about everything you have got and everything you have not got.

*Mr. Minard.* Inasmuch as Mr. Falconer is supposed to answer we will let him decide.

*Mr. Merrey.* The question is whether you have any right to ask that question.

*Commissioner Donges.* If not objected to, let the witness answer it.

*Witness.* I see nothing on this list, with the exception of the grade crossing elimination at the end, the two groups of grade crossing elimination work which don't either directly or indirectly give greater facility for the handling of interstate business.

Q (*By Commissioner Donges.*) You mean by that that every improvement made anywhere along the line is some assistance in the operation of trains over the entire line?

*Mr. Minard.* No, Mr. Falconer—

*Commissioner Donges.* Let Mr. Falconer answer.

A No, not exactly that. Every improvement which tends to increase our facilities for handling through business past that point. For instance I see

one—no I don't. For instance—well, I can hardly think of an improvement which does not indirectly affect interstate business, a revenue producing improvement.

Q Would stational improvements at intermediate points affect interstate business?

A It might. For instance, at Jamestown, an important town, a new station might slightly increase our business, our passenger business.

Q Then isn't it simply; any improvement anywhere over the system of any character is a change in the direction of improved service whether it be intrastate or interstate?

A Yes, with the exception of the grade crossing elimination. I cannot see that the grade crossing elimination either adds to our business or reduces our operating expenses or makes it more desirable to travel or ship by our road as against another road.

Q Only to the extent that damages incident to accidents at crossings and the cost of maintaining protection; wouldn't they be elements that ought to be considered?

A Yes, but the cost of maintaining the protection is so much less.

Q But they are factors?

A Yes, they are factors. I wish to say however, that this list contains in the main, items which are very important to the handling of interstate business and most of them have a direct bearing on the handling of such business and not an indirect or a far-fetched one. For instance, our grade reduction, our double tracking, strengthening our bridges, increase of our individual terminals, increase of the terminals at the ends of the railroads, terminal facilities, are very important to interstate business.

Q And equally important to the traffic within the States in which they are located?

A Yes.

Q (*By Mr. Minard.*) Do you know what per cent. of the cost of eliminating grade crossings, the total expense of accidents and protection amounts to?

A I haven't any definite figures. I know the amount we pay for damages is very slight compared to what would be the cost of eliminating the grade crossings, compared to the interest on the cost of eliminating the grade crossings.

Q The cost of damages is very slight as compared with the interest on the cost of eliminating grade crossings?

A Yes; there are probably exceptions.

Q (*By Commissioner Donges.*) Of all the grade crossings on your line?

A Yes. There are probably exceptional crossings where we have passed considerable more in damages, but as a rule that is very slight.

Q That is to say, more in damages than interest on money required to eliminate, to separate grades at that point?

A There may be such. They certainly are very few.

*Cross examination* by Mr. Merrey.

Q You said your terminal facilities in Jersey City were crowded, that is the passenger terminal?

A Both passenger and freight.

Q You added the Susquehanna terminal to the Erie a short time ago, didn't you?

A Yes, we brought the Susquehanna trains into Jersey City.

Q They take up a considerable portion of the terminal?

A Yes; we added two tracks when we brought them in.

Q If the Susquehanna ran in, as it used to, another terminal, would you still be crowded so far as passenger terminal is concerned?

A Yes, we would in one respect; we would be crowded at the terminal tower where the interlocking is just west of the station. That is a congested point.

*Mr. Minard.* I don't think that statement ought to go by, the inference that if we did not have the Susquehanna here we would have more room. I think the commission knows as a matter of record, we left the Pennsylvania because we were notified to leave, the same as the Lehigh Valley and we had to go somewhere.

Q The readjustment, the rebuilding of your terminal facilities at Jersey City are principally for the passenger service, are they not, caused by increase in passenger business?

A Not entirely.

Q Nearly all caused by increase of passenger business at that point?

A Yes, I think that is largely true, although our space in Jersey City is so valuable that we cannot much longer use it as it is being used, and we will have to rearrange our terminal so as to make more of it available for freight, if possible, and at the same time increase our passenger facilities.

Q As I understand the greatest amount of passenger service is intrastate at the Jersey City terminal?

A Yes, I presume so. I have no figures on it. I understand—

*Mr. Minard.* I think practically none of it is intrastate.

*Commissioner Donges.* I think Mr. Lincoln testified that your heaviest traffic on the rails was between Jersey City and points within the State of New Jersey.

*Mr. Minard.* That may have been the effect of what he said, that may have been one interpretation of it. My recollection of that testimony

is, that seventy-five per cent. of the passenger business was done on this end in commuter district, out of New York. Of course that is all to New York, so that is interstate.

*Mr. Merrey.* How do you know it is in New York?

*Mr. Minard.* If it is from Paterson to New York it is interstate.

*Commissioner Donges.* I think the statement was, it was what is called the commuter district.

*Mr. Minard.* That is my understanding; not that it was intrastate business.

*Commissioner Donges.* Whatever Mr. Lincoln's testimony is, it stands as given.

Q Do you know anything about the cost to the railroad company for damages in grade crossing accidents?

A No, I have no figures.

Q You spoke a little while ago about the amount of the damages being less than the interest on the cost of the elimination; did you speak with any knowledge of the facts?

A Two or three years ago I got some figures, approximate figures on what that cost was.

Q Have you any idea?

A I don't remember the figures. I got them to get an idea of how much it was costing us per year, as compared with what it would cost us if the crossings were eliminated and we were paying the interest on the money, and the idea in my head is, all I am testifying on, that was a very small per centage.

Q That is, the company rarely pays damages, any grade crossing damages; that is the conclusion you came to?

A Very rarely, I imagine so. I have really very little to do with the grade crossing accidents, so I am not—my testimony is not really worth much in that respect.

Q How many other things does that remark refer to?

A It applies to accident on grade crossings only. You are asking me questions about them.

Q You did testify about the cost of accident on grade crossings and now you say you have very little knowledge of it?

A It is handled by the legal department. Of course they don't come to us, unless we ask for the information.

Q You are not taking into consideration the number of people crossing grade crossings every day; you haven't had that brought to your attention, have you?

A I don't understand your question.

Q I say, you have not had it brought to your attention the number of people who cross the grade crossings of the railroad every day?

A If you mean that we do not have a man out at each crossing counting the men or people that cross, my answer is, we do not have such a man, and I don't know how many people cross the grade crossings.

Q Have you ever had an estimate made?

A On all grade crossings on the system?

Q Yes, or any of them?

A On all or any of them?

Q Yes.

A We have had counts made on a great many.

Q You are not familiar with the result?

A Yes, I saw nearly all of the results, practically all.

Q Did you consider the importance of the elimination of grade crossings to the public, in crossing the crossings every day when you gave the testimony which you have?

A I did.

Q You still believe the items that you set down here are far more important, taking all the traveling public into consideration, those who cross the cross-

ings and those who travel on your trains, these other items of double tracking and so on, are more important?

A I do. I don't think the travelling public, as you say, are the only public to be considered. There is another public, a greater public, which is interested in the service that the railroad can give.

Q That is always a question of money to them?

A No, not entirely. It is a question of time, it is a question of money, it is a question of the facility that we can give.

Q (*By Commissioner Donges.*) In other words, your view is that it is really more important to the public, as well as to the railroad, more important to the public that they should be transported quickly with a saving than that persons at grade crossings should be protected from the danger of collision?

A No, I have not said that.

Q Is that you view?

A Well, that is hardly a fair—

Q In other words, don't you view it—isn't your view that of an operating man? Don't you view entirely the question of operation of trains and the questions incident to operation of trains as of more importance than the safety of people passing over the crossings?

A No, that is not my view. I am a member of the public, I cross a grade crossing every day in my life. When I get to the grade crossing, I never fail to stop, look, and listen. Probably the reason I do that is because I recognize more clearly than the general public does, the danger on the grade crossing, but there isn't a man with the same mind in the United States that is not capable of realizing the danger on a grade crossing and it is the duty of every such man to stop and look and listen and see whether a train is coming before he goes across the crossing. If he fails to do so, it is his own fault. The man however

who buys a ticket and gets on the train, he has no help, he has no way of helping himself, he puts himself at the mercy of the railroad company. If the railroad company—if the engineer runs into another train and he is killed, he blames the railroad company; he could not have helped it, the passenger could not have helped it, and I say, the passenger on the train is defenseless and his safety should be looked after first. Now then, when you take into consideration the great number of people who pass a crossing on a train, pass a given crossing on trains, as compared with the number of people who pass on foot, some crossing on foot or in wagons, I think you can realize my point, that it is more important to protect the people on the trains than it is those on the ground.

Q (*By Commissioner Donges.*) I say, it is to you, a question of operation?

A If I had no connection with the railroad, I would feel it was more important for the railroad company to protect me while I was on their train than it was when I am on the ground.

Q That is all incident to the operation of the train?

A Yes.

Q So I say, if I get your view of this, that matters that are incident to the operation of trains are of greater importance, whether it be for the safety of the passengers or economy of time or money in such operation or from whatever point of view, the question of one of operation?

A Yes.

Q And that is of greater importance than to—adopting your view of the situation—to protect the man who perhaps does not do all he might do to protect himself at the crossing? If I get it that is your view.

A Yes, now as to—

*Mr. Minard.* Wait a minute. I don't like to have that—

*Commissioner Donges.* I am trying to get his view, he is an intelligent man.

*Mr. Minard.* That wasn't his view at all.

*Commissioner Donges.* Let him say so.

*Mr. Merrey.* I think the witness is perfectly able to take care of himself.

*Commissioner Donges.* I certainly am not trying to cross examine the witness, or get anything but his view.

Q (*By Mr. Merrey.*) I would like to ask Mr. Falconer if he has ever considered the passenger on the trolley car who crosses one of these grade crossings and who cannot be blamed for an accident that may happen?

A The passenger on the trolley car is in substantially the same position as the passenger on the train.

Q Yes; so that a passenger on the trolley car may be injured or killed without any fault on his part, at one of these grade crossings?

A Yes.

Q Have you any idea how many people pass these grade crossings in a day on trolley cars, the crossings in Paterson, I mean now?

A I have seen the count, I don't recall the number.

Q You spoke in answer to Commissioner Donges concerning the number of passengers on trains who pass a grade crossing and those who pass over the crossing, in a manner that led me to believe that you thought more people passed on the train than crossed any other way?

A I don't know how they compare. With some few of the crossings, Market street for instance, it may be that Market street, the people on the ground exceed those on the trains. It may be at some other street crossings. I don't recall the figures, as I say.

Q How many people pass through Paterson daily on Erie trains?

A I cannot tell you.

Q I understood Mr. Lincoln to say it averaged about fifty-five thousand a day, that was going into the Jersey City terminal.

*Mr. Minard.* I think that is better from the mouth of Mr. Lincoln anyway. He is qualified to testify to that.

Q So in making your comparison you would have to add the number who cross at all these crossings, to compare them with the number who cross in the train, would you not, to make the basis of a fair comparison?

A I suppose so, if all the crossings which were necessarily involved in one group of elimination, but there is a very large proportion of those people who are not in any danger at all. They pass across the tracks between the time of trains. They are not all in danger. Most of the people pass over perfectly safely, in no danger at all.

Q In answering Commissioner Donges then, you did not take into consideration that there were probably five or six times as many people using these crossings daily, as there were crossing over them in trains of the Erie Company?

A I don't know what the proportion is. You stated that proportion.

Q You were under the impression that a great many more people passed in the trains?

A As a general grade crossing elimination proposition, yes, and it is true as a general proposition.

Q Do you not think that a man no matter how careful, at times will let down a little and be careless?

A It is equally true of the locomotive engineer.

Q That is human nature. So if 100,000 people pass a grade crossing in a day, there is bound to be a certain percentage of them who may be careless?

*Mr. Minard.* I object to the question as immaterial, for the reason that the railroad company—

*Commissioner Donges.* That is argumentative.

*By Mr. Minard.*

Q In your discussion of the importance of these items, here, did you discuss them from the standpoint of train operation by the railroad company or from the standpoint of the safety and convenience of the passengers in the train?

A You mean that list?

Q Yes.

A I discussed them from both, that is, I had both in mind. I discussed them largely from the question of operation by the railroad company.

Q But not entirely so?

A Not entirely so.

Q When you speak of discussing them from the standpoint of operation, the quality of the operation is or is not the quality of the operation a factor in the safety of the passengers, whether it is a careful operation or a safe operation?

A Yes, it is a very important factor.

Q When you say that you are discussing it from an operating standpoint, do you mean you are discussing it from the railroad company's operating standpoint or from the public's operating standpoint?

A So much of my discussion as related to increasing train loads was largely from the railroad standpoint. The public are interested in our being able to increase train loads indirectly, because we offer them better facilities, but the railroad company is more directly interested in that. In the question of safety of operation, the public is equally as much in-

terested as the railroad company, perhaps more so; pretty hard to say which is.

Q (*By Commissioner Donges.*) Which is more concerned in safe travel?

A Yes, sir.

Q (*By Mr. Minard.*) In other words, the railroad company can stand a fatal accident but a victim would not stand more than one?

A That is so.

Q Your attention was called to the people who pass in trolley cars, Mr. Falconer, and it was stated that these passengers in the trolley cars were also helpless; is or is there not any agency in control of the trolley car, to protect the passengers in that car?

A Yes, there is.

Q Are there any additional precautions at the grade crossing where trolley cars pass?

A There are at important grade crossings.

Q What are the forms of this protection?

*Mr. Merrey.* I don't think that is important.

*Mr. Minard.* It is.

*Commissioner Donges.* We will let it in.

Q You was discussing the condition of passengers in the cars. What do these consist of, the precautions?

A The usual precaution consists of a derail on each side of the track so arranged that the conductor must get off the car; the car must stop and the conductor get off and cross the track ahead of the car and throw the derails so the car can proceed, otherwise the car would be derailed before it reached the crossing.

Q Is there any need for anybody on the highway to be in danger at a grade crossing?

A In my opinion there is no need for anybody being in danger. I must except the trolley car by reason of—

*Commissioner Treacy.* People in an automobile, people being driven in automobiles, except the driver and in other vehicles?

*Mr. Merrey.* Casese where two trains are crossing, a lot of other cases where the Supreme Court—

*Witness.* The person who is driving the automobile, no reason for his being in danger. The passengers in the car may have no control over it.

Q (*By Mr. Minard.*) In everyone of the cases mentioned, the street car or the automobile or any other vehicle that has been mentioned here, is there any danger if the person in whose charge they are is careful in crossing the track?

A If the person in whose charge they are uses the ordinary and proper precaution there is no danger.

Q (*By Commissioner Donges.*) You mean, Mr. Falconer, if I get your idea, that grade crossings— if the person approaching the crossing will use measures that will inform him of the approach of the train that all accidents are avoidable?

A Exactly.

Q May I ask this question, whether in your discussion of these various questions you have considered the importance to the public generally, those traveling upon the highway, by not having traffic and other passage over the grade crossings impeded by the passing of trains?

A Yes, I have considered that.

Q You regard the elements and factors which you have discussed as being more essential to operation and to the public interest in such operation, than to cease the interruption of travel on the highway?

A Yes.

Q And you would say, in your judgment, it was more important than the two elements of interruption to travel on the highways, coupled with some danger to the traveling public; I mean highway travel?

A There might be individual cases, of course, where in my opinion, it might be to our advantage to eliminate a grade crossing. As a general proposition, I think it much more important to carry out these improvements for double tracking and grade reduction and so forth, than the elimination of grade crossings.

Q Then it would, to carry out any scheme for the general elimination of grade crossings?

A Yes, in nearly all cases. There may be a few—there are exceptions to all rules—there may be a few individual cases that would be exceptions to that.

Q And they would be because of the damages that are likely to be paid by the company together with what other elements, if any, would enter into your consideration?

A No, I think it would be the matter of congestion of traffic on the crossing.

Q That is, travel over the highway?

A Both railroad and highway.

Q (*By Mr. Merrey.*) Then you think that there are some crossings that it would be well to remove, from the standpoint of the general public?

A Yes, I think it would be well to remove them all, but I think these other things are of more importance and should be done first.

Q Do you know which is the most traveled crossing on your system now, of grade crossings?

A Do I know what is the most traveled crossing?

Q Yes.

A I don't know, I am sure.

Q Wouldn't Market street, Paterson, about approach that, if it is not the most traveled crossing?

A I am not at all sure it is.

*Mr. Minard.* I can tell you; Jamestown, New York, has a great deal more people than Market street, Paterson, crossing.

Q Which is the most important crossing on your system in New Jersey, so far as bulk of travel is concerned?

A I presume Market street is, in New Jersey.

Q (*By Commissioner Donges.*) Market street, Paterson?

A Yes.

*Mr. Minard.* We have put in for three days, a lot of data. I don't want to delay the thing a minute but I think if we could simplify this data in some memorandum which we could submit in a couple or three days after we get the testimony, it might benefit the commission.

(Informal discussion.)

*Commissioner Donges.* This case will go to conference, subject to the submission of briefs by Tuesday, November 17th.

*Mr. Merrey.* On points brought out in the additional testimony.

*Commissioner Donges.* Mr. Minard will submit a brief touching on the financial question only, to the Board and Mr. Merrey, and Mr. Merrey will submit his, if he desires to do so.

BOARD OF PUBLIC UTILITY COMMISSIONERS

Newark, N. J., Friday, February 5, 1915.

PATERSON GRADE CROSSING ELIMINATION,
ERIE RAILROAD COMPANY.

Before the following commissioners:

R. W. E. Donges, Esq., T. J. Hilliery, Esq., J. J. Treacy, Esq.

F. H. Sommer, Esq., General Counsel.

For petitioner, City of Paterson, appears E. F. Merrey, Esq.

For respondent, Erie Railroad Company, appear G. S. Hobart, Esq., D. E. Minard, Esq., and H. A. Taylor, Esq.

For various switch owners appears William B. Gourley, Esq.

For Public Service Corporation appears L. D. H. Gilmour, Esq.

*Commissioner Donges.* The question, as was pointed out in the report of the board, is confined to the one matter of determining what time is to be allowed in the order for doing the work.

*Mr. Hobart.* If the commission please, before that matter is taken up we desire to present certain facts which may make it unnecessary to go into that question, and we ask leave to file a petition for a further hearing on the matter which has been drafted, and if the commission please, I shall be glad to present it at this time, and if the commission desires, I will be glad to read it.

*Commissioner Donges.* You may state as fully as necessary what the petition contains.

*Mr. Hobart.* Perhaps I need not read it fully, but follow the paragraphs as I read.

Paragraph One states the conclusion of the board in regard to certain matters in connection with the proceeding.

Paragraph Two: "Respondent, Erie Railroad Company, represents that it infers from the said report that it is the intention of this board when it issues its order upon said report, to direct that the expense of the elimination of certain grade crossings shall be paid by this respondent, except such portion of the expense as may be legally chargeable to the Public Service Railway," and certain other companies.

Paragraph Third: "Respondent therefore respectfully calls the attention of the board to the fact that its answer and amended answer, and the undisputed testimony offered on its behalf at the hearings show that this respondent is not the owner of the right of way upon which said railroad tracks are constructed and over which this respondent runs certain trains, but that the fee of the same, and the franchise to operate a railroad thereon, are, and for many years past have been, owned by two other companies, part of said right of way and franchises being owned by a corporation organized under the laws of the State of New Jersey known as the president and board of directors of the Paterson & Hudson River Railroad Company, and part thereof being owned by a corporation organized under the laws of the State of New Jersey known as the Paterson & Ramapo Railroad Company; the testimony shows that this respondent runs trains over said right of way of said companies by virtue of certain leases made under date of September 9th, 1852," and so forth; "the testimony further shows that this respondent does not own or control the fee of any of the right of way or property where said grade crossings are proposed to be eliminated, except that it owns or controls certain

property adjacent to said right of way," and so forth, "upon which are located certain side tracks," and so forth.

Fourth. "Respondent further shows that it does not own any of the right of way upon which such trains are run, but that it runs trains over the crossing in question only as lessee under the two leases above referred to, and in so far as the obligation to the State is concerned, it runs the same only as an agent of said Paterson and Hudson River Railroad Company and Paterson and Ramapo Railroad Company, and that the obligation to the State of New Jersey and the people thereof for the operation of said railroad, is imposed by their respective charters solely upon the Paterson and Hudson River Railroad Company and the Paterson and Ramapo Railroad Company; and that therefore the said two companies, and each of them, are the companies operating such railroad, within the meaning of Chapter 57 of the Laws of 1913, upon which this proceeding is based. Wherefore, this respondent urges and insists that any order made by this board should direct that said two companies should eliminate said crossings, and bear the expense thereof as their respective interests may appear, and that no part of the expense thereof should be borne by this respondent, except so much, if any, as it may be legally chargeable with under Section A of said statute."

*Commissioner Donges.* What is the period for which the leases are drawn.

*Mr. Hobart.* During the life of the charter of the original company.

*Mr. Merrey.* Or any extension thereof?

*Mr. Hobart.* Or any extension thereof, no time limit is expressed in the charter of the original company, but there are certain terms under

which the leases are forfeited all the terms terminated.

*Commissioner Donges.* So that as long as the right to operate the roads exists the Erie Railroad Company has the right to operate under the leases?

*Mr. Hobart.* Under the leases, and solely under the leases. Each lease is forfeited under any act of the Erie Railroad Company, failure to pay taxes or consent of the parties or consent for the taking over of the road, if they have the right, that terminates the leases.

*Commissioner Donges.* The Erie has rights which are equal to those of the leasor?

*Mr. Hobart.* That is the conclusion which I wouldn't admit in quite that broad term. The only rights we have are the rights expressed in those leases.

Number Five, "Respondent further urges and insists that if this board should find this respondent is one of the companies operating said railroad, or any part thereof, within the meaning of said statute, then and in that event any order made by this board with respect to the elimination of said crossings, or any or either of them, should direct that said crossings be eliminated jointly by said two companies and the Erie Railroad Company, so the cost will be apportioned among them by the appropriate proceedings."

Six, "Respondent further says that from said report it appears that the board has decided to adopt a plan for the elimination of said crossings which will cost approximately $2,950,000.00"; and the board has decided to divide the work into five sections, and so on, said five sections numbered from "A" to "E," sections "A," "B" and "E," the cost of eliminating, according to the estimate of this respondent, would be approxi-

mately $2,400,000.00, are on the right of way of the Paterson and Ramapo Railroad Company; that sections "C" and "D," the cost of eliminating which, according to the estimates of this respondent, would amount to $980,000.00, are on the right of way of the Paterson and Hudson River Railroad Company. Then, without going into the figures in detail set forth in the same paragraph, that these costs amount to more than the total assessed valuation of the two properties and therefore to compel this respondent to pay more than the present value of the property, for the portion of those other properties, in the event of forfeiture, would amount to taking the properties of this defendant without due process and would be confiscation.

*Commissioner Donges.* By the terms of the leases, with which I do not pretend at this moment to be thoroughly familiar, is there a provision that whatever expenditures are made by the lessee shall be repaid by the lessor at the termination of the lease?

*Mr. Hobart.* Yes, sir. That is why they ought to be made joint parties.

*Mr. Merrey.* They are.

*Mr. Hobart.* And they ought to be made; they should be ordered to do the work and fight it out among themselves.

*Commissioner Donges.* Doesn't the statute provide that the company operating the road be ordered?

*Mr. Hobart.* Yes.

*Commissioner Donges.* In this proceeding didn't the Erie Railroad, by its answer and in its testimony, agree that it was the company operating the road? That is my present impression, it did. There is no issue raised on that point.

*Mr. Hobart.* There is no doubt that the Erie Railroad runs certain trains over that road.

*Mr. Sommer.* Also there is no doubt the other companies do not.

*Mr. Hobart.* No; the proof is they do.

*Commissioner Donges.* Wasn't it agreed expressly that under the lease the Erie Railroad Company was operating the entire line?

*Mr. Hobart.* No. The same points are raised in both answers.

*Mr. Merrey.* Doesn't your lease show you took over the entire equipment of the other two roads at a certain valuation, all the rolling stock they had?

*Mr. Hobart.* No. I would refer to the terms of the leases to be clear on that point. Of course, the point which we desire to call attention to, which has been already raised, but we desire to raise more specifically, the companies charged with the duty of operating those particular lines are these particular companies. We are operating as lessee; that duty rests on the original company rather than on the respondent.

*Commissioner Donges.* The Erie Railroad Company and each of the other roads are co-respondent; that the Erie Railroad Company is under no obligation under the terms of the Grade Crossing Act to eliminate.

*Mr. Hobart.* Yes, sir.

*Commisioner Donges.* As the operating road?

*Mr. Hobart.* Yes, sir.

*Commissioner Donges.* And owes no duty whatever to the public of the State, if that theory is right.

*Mr. Hobart.* Not the State directly. The duty is owing by the original lessor company, because those companies owed the duty to run the road.

*Commissioner Treacy.* Under your objection and your contention, Mr. Hobart, all that a railroad company operating or desiring to operate a road would need to do would be to first organize a dummy corporation, then have that corporation take title to the land and then lease it to some operating company. Your original operating company is a small one, a hundred thousand dollars, but the operating company is a hundred million dollars corporation, and the operating company could escape any obligation to the State and the lessor company would not have the means apparently of complying with the laws of the State.

*Mr. Hobart.* That may be one possible result of the argument. It isn't very apt in this case, because neither company has the means.

*Commissioner Donges.* Certainly the lessor company—there would be some doubt about the ability of the lessor companies to make the improvements.

*Mr. Hobart.* There is much more doubt about the other company.

*Mr. Merrey.* There wouldn't be any doubt if they were turned over to the company.

*Commissioner Donges.* Did I understand a moment ago you said the order should either place the duty on the two lessor companies, the Paterson and Ramapo and the other company, the Hudson River Railroad Company, or upon those two companies and the Erie?

*Mr. Hobart.* Yes, jointly.

*Commissioner Donges.* Upon what theory would you suggest that the three roads be ordered to do the work?

*Mr. Hobart.* Because if the Erie can be considered the operating company at all it can only be such because of the terms of this lease. In

other words, it is acting as agent of the lessor company in so doing. And if this particular piece of track is owned by each of the three companies, it is shown in particular detail, it isn't for this board to decide how much, if any, should be apportioned among the three companies.

*Commissioner Donges.* It isn't?

*Mr. Hobart.* I don't think so. That is a matter for the Court of Equity or Court of Law, as the fact develops.

*Commissioner Donges.* You think the order of this board should be that these three companies, as operating companies—

*Mr. Hobart.* Yes.

*Commissioner Donges.* —pay the expense of altering the grade.

*Mr. Hobart.* Only in the event the board decides it should limit its order to those. Passing that, if that is decided against them, I submit this should be against all three of them.

*Commissioner Donges.* I am trying to get the idea you have in mind, in which you say an order involving all three roads should be passed.

*Mr. Hobart.* It is on the theory that the Erie Railroad Company is operating as agent under the terms of the lease.

*Commissioner Donges.* If it is operating as agent is it customary to bind an agent to pay the debts of a principal?

*Mr. Hobart.* Under the statute oughtn't they to be required?

*Commissioner Donges.* Under the statute ought they to be required?

*Mr. Hobart.* They really, in a sense, evade the question.

*Commissioner Donges.* Isn't it directly involved? You say the Erie Railroad Company is merely the agent of the other two companies.

*Mr. Hobart.* That is all it is, from our viewpoint; absolutely so; which is absolutely liable to be terminated.

*Commissioner Donges.* Only by its own fault.

*Mr. Hobart.* No, terminated by consent, by itself, or act of the State.

*Commissioner Donges.* That involves action on the part of the Erie?

*Mr. Hobart.* No, action by the State.

*Commissioner Donges.* And the other afterward?

*Mr. Hobart.* Yes.

*Commissioner Donges.* And then only on payment, of course, of a sum which would be adequate to compensate it?

*Mr. Hobart.* Yes.

*Commissioner Donges.* The State, of course, wouldn't confiscate. So practically the only way that these charges—the only way the companies, any of them, could lose, is either by their assent or their default.

*Mr. Hobart.* There may be circumstances, where under the terms of the lease, over which we have no control; terminated by act of the parties.

*Mr. Merrey.* That is the only way by which you could lose.

*Mr. Hobart.* And the State of New Jersey.

*Commissioner Donges.* Assume the taking over by the State were followed by the State making compensation.

*Mr. Hobart.* The difficulty is, under the terms of the lease the State is only required to pay the value of the original company; the cost of three million dollars without adding a cent to the real value.

*Mr. Sommer.* Is that true in a rate case?

*Commissioner Donges.* Is it true in a capitalization case?

*Mr. Hobart.* We are only discussing this case.

*Mr. Sommer.* If that is true the Erie ought not to ask for capitalization.

*Mr. Hobart.* To issue stock for three million dollars or bonds to make these improvements, that would be an entirely different proposition.

*Commissioner Donges.* You state the two companies owning the property in fee are entitled or bound to pay the cost of all improvements made by the operating company; why should the board now join them at this time, place on them any part of the expense of eliminating this crossing?

*Mr. Hobart.* The practical answer is because they have not three million dollars to reimburse us. That is one.

*Commissioner Donges.* If the lease provides, at the termination they should pay for such improvements as are put on the property, how can you burden them with any expense now?

*Mr. Hobart.* That is a matter for the court, how much to pay. We ask that question be raised by the board so the court can pass on the question, whether these other two companies should contribute in whole or any part of the eliminating of these crossings.

*Commissioner Donges.* At this time?

*Mr. Hobart.* Yes. We want to guard against the possibility of anything happening, or the forfeiture of the lease at the termination of the terms of it.

Paragraph Number Seven: "Respondent further says that the conclusion of this board, above referred to (d), to the effect that this respondent contemplates spending larger sums than would be required for the purpose of eliminating the crossings in question, in making other improve-

ments and the position of the board, above referred to (e), that it is not satisfied that this respondent will not be able to secure the necessary funds to eliminate the crossings in question, indicate that the uncontradicted evidence submitted to the board by this respondent was not understood and that the board has mistaken the company's desire to make needed improvements for its ability to secure or expend the sums required therefor; that as a matter of fact, the respondent does not now and at the time of the giving of the testimony in this proceeding did not contemplate the spending of larger sums than would be required for the elimination of these crossings, nor indeed any considerable sums, in making other improvements, for the reason, as the evidence submitted shows, that the respondent did not at that time have, nor has it now, nor can it at the present time obtain, the necessary funds or any considerable part thereof beyond what is actually required for the continuance of safe operation on its railroad, either for the making of such other improvements or for the elimination of the crossings in question."

*Commissioner Donges.* Do I understand by this clause you deny the testimony submitted by the Erie Railroad that the estimate of the proposed expenditures involved a greater sum than would be involved—

*Mr. Hobart.* Not at all.

*Commissioner Donges.* That is what the board said, that the company said they proposed to spend larger sums of money. No such money had been proposed?

*Mr. Hobart.* Not proposed to spend, but would like to spend it if we had it.

*Commissioner Donges.* Do you mean to say your testimony on the program of the Erie Rail-

road, it was not said that these things were appropriated, some of which the board of directors have sanctioned—

*Mr. Hobart.* Yes.

*Commissioner Donges.* And that the appropriations were made?

*Mr. Hobart.* As soon as we had the money. We contemplated the expenditure of it. You can't contemplate it until you get it.

*Commissioner Donges.* If the board of directors has authorized it, there isn't any doubt but what it is contemplated?

*Mr. Hobart.* A good deal of doubt. The testimony was we hadn't it and weren't likely to have it.

*Commissioner Donges.* Isn't it only a matter of time when you will get it?

*Mr. Hobart.* It may be one hundred years.

*Commissioner Donges.* It is a matter of time then?

*Mr. Hobart.* In that sense it is. Continuing: "that as shown by the evidence heretofore submitted, this respondent's net income available for expenditure on improvements during the fiscal year ending June 30th, 1914, was $662,295.87, being its entire net income less such amounts as were required to be devoted to sinking and other reserve funds under prior existing mortgages. That the results of the company's operations for the six months following June 30th, 1914, indicate that the amount of income available for expenditure on improvement will not exceed, if it equals, the amount available during the preceding year, and even this result can be obtained only by the exercise of the most rigid economy in operation and postponement of expenditures actually required. That the company has already, during the six months ending De-

cember 31st, 1914, been required to expend for necessary improvements, principally in the interest of safety in operation, such as the furnishing of additional ballast, heavier rails and tie plates and reconstructing and strengthening bridges, safety appliances and steel underframes on cars and locomotives, over $700,000.00, and expenditures of this character must continue to large amounts. Your respondent is also under legal obligation to spend large sums for improvements under existing contracts, or orders of the courts or of public authorities, as set forth in section 8 below. Your respondent has no capital funds outside of its income to devote to these purposes except the remaining proceeds of certain capital obligations heretofore issued, amounting to approximately $300,000.00, all of which is required by an obligation heretofore incurred, to be devoted to a particular work now in the course of construction, under order of the public authorities; that your respondent has no additional capital obligations available for issue and disposition for the purpose of securing new capital funds over and above what is required for the payment of capital obligations about to mature."

Paragraph Eight. "Respondent further says that it will be required during the remaining portion of the year ending June 30, 1915, by obligations already incurred under orders of public authorities, or contracts heretofore made, to expend for improvements the amount of $885,900.00, as shown more in detail on Schedule "A" attached hereto; but during the next twelve months this respondent will be obliged to expend under similar obligations the amount of $2,052,400.00, as shown more in detail on Schedule "A" attached hereto."

*Commissioner Donges.* Schedule "A" was the information—

*Mr. Hobart.* Beg pardon?

*Commissioner Donges.* The statements contained in Schedule "A" were in the testimony before this board?

*Mr. Hobart.* I am not sure whether all of them were or not.

*Mr. Taylor.* May I ask a question? To whom, in your opinion, should we look for the money expended under these legal obligations, incurred in these grade crossings in Paterson?

*Commissioner Donges.* The board didn't state from what source the company would take it, but simply said there appeared in the testimony matters for which the company was contemplating expending larger sums of money, and it seemed to the board it might possibly be this was more important work.

*Mr. Taylor.* I assume you did not have in mind, in making your statement, obligations we were only under legal obligations to carry out?

*Commissioner Donges.* No.

*Mr. Hobart.* And where do these appear in the testimony? They aren't in the testimony of the witness as they now appear; that is the total amount required for this purpose; it is practically all in item C. There does appear certain amounts were spent in six months and certain other amounts in the course of a year, and so on. That is the purpose of it. Of course, this incidentally has a very important bearing on the time, which is the one matter suggested for this morning.

Ninth. "Respondent further says that during the next twelve months, repairs and renewals of bridges on its railroad will be absolutely necessary for the safety in the operation of its railroad

at an estimated cost of $1,094,825.00." In other words, what is put down in Schedules "A" and "B" are only items that we can't possibly avoid. A large number are things required by orders of the court and other commissions. The second set are required, otherwise there is the danger of a capacity of a bridge going down, and changes which must be done, otherwise we would have to stop the railroad.

The next paragraph says: "Respondent further says that the various improvements set forth in the evidence heretofore presented by it in this proceeding should be made, and that in particular the sum of upwards of $12,000,000, as set forth more in detail in Schedule "C" attached hereto, should be expended at once upon improvements and betterments of its railroad and property for the purpose of enabling it to render safe, adequate and proper service in the transportation of the traffic in interstate commerce which is now offered to it," and so forth.

The next paragraph, paragraph eleven: "Respondent further shows that from and by the report of the said board, it appears that it is the determination of the board that the heaviest burden of expense for the elimination of said crossings will fall upon this respondent, but said report does not announce any determination of the board as to what, if any, other persons or corporations will share in the cost of such eliminations, or to what extent they or either of them should so share; this respondent respectfully calls the attention of this board to the provisions of Section 2, Chapter 57, Laws of 1913. Respondent shows that the Public Service Railway Company is a street railway, and as such, uses the crossings at Market street, Broadway and River street, three of the crossings involved in

one comprehensive plan or scheme which the board has adopted in its report as a general plan covering all of the crossings involved in this proceeding; and this respondent respectfully urges and insists that said Public Service Railway Company should be chargeable with ten per cent. of the total cost of eliminating all of said crossings involved in said plan or scheme so adopted by said board, in addition to all costs and expenses legally chargeable to said Public Service Railway Company or made necessary by reason of changes in, or the removal of, property, constructions, tracks, wires, poles or other appurtenances thereto, which may be necessary to conform its property or constructions to any order which this board may make in this proceeding.

Twelve. "Respondent further says that in and by said report the board finds, among other things, that the crossing of each of the streets involved in this proceeding and the railroad tracks of this respondent at the same level, is dangerous to public safety, and that public travel on such highway is impeded thereby; these conclusions are predicated upon the finding of the board that a large number of freight trains, passenger trains and drill engines pass daily over said crossings, or some of them, thereby endangering public safety and impeding public travel; that inasmuch as this respondent cannot assume the cost which would be imposed upon it by an order of the commission requiring it to eliminate the grade crossings in question, this respondent urges that if the board concludes that under existing circumstances such an order must be made, an opportunity should be given this respondent to present plans whereby the number of trains or engine movements, or the manner of the same,

or both, over said crossings, may be changed so as to remove the danger and impediment to public travel."

*Commissioner Donges.* What do you mean by that?

*Mr. Hobart.* Reduce the number of trains passing over the crossings. If the crossings are dangerous because one hundred trains pass over them, certainly they are not nearly so dangerous as ten trains or five trains, or comparatively few trains.

*Commissioner Treacy.* They wouldn't be dangerous at all, if no trains passed over them.

*Mr. Hobart.* I suppose not. It is all a question of degree.

*Commissioner Donges.* Would it necessarily stop the danger to remove some of the trains?

*Mr. Minard.* It would depend on the board's decision.

*Mr. Hobart.* I wouldn't say. We think this danger can be substantially reduced by reducing the train movements over these crossings. I would not say the trains, but the train movements over these crossings. "Wherefore, this respondent, expressly reserving, and not waiving, any and all objections heretofore made, and saving all legal rights or defenses heretofore asserted or claimed, respectfully prays that further hearing be granted for the purpose of considering the following matters, and taking testimony thereon so far as may be necessary.

"(a) Whether any order made in this proceeding should not be made against the Paterson and Hudson River Railroad Company and the Paterson and Ramapo Railroad Company as the railroad companies operating the railroad over the crossings in question within the meaning of Chapter 57, Laws of 1913.

"(b) Whether any order made in this proceeding should not be made against the Paterson and Hudson River Railroad Company, the Paterson and Ramapo Railroad Company and this respondent jointly, so that the cost thereof may be apportioned between and among said companies by appropriate proceedings.

"(c) Whether this respondent is financially able to carry out the terms of any order made in this proceeding if the heaviest burden of the cost thereof falls upon it.

"(d) Whether such order would impose a burden upon the interstate traffic of this respondent, and interfere with and impair its ability to perform its duty as an interstate carrier of freight and passengers.

"(e) Whether in any order made in this proceeding the Public Service Railway Company should not be chargeable with ten per cent. of the total cost of eliminating all of the crossings involved in said plan or scheme adopted by the board, in addition to all costs and expenses legally chargeable to said Public Service Railway Company under Section 4 of said statute.

"(f) If the board reaches the conclusions that under existing circumstances an order must be made requiring this respondent to eliminate the grade crossings in question, whether the danger to public safety and the impediment to public travel could not be removed by reducing the number of train movements over said crossings, or some of them, in accordance with plans which this respondent will submit."

We ask leave to file this petition with the board.

*Commissioner Donges.* It may be filed and the board will consider the petition. You may

proceed on the question then which we are called upon to deal with to-day.

*Mr. Gourley.* In regard to the plan for the switches; the engineer agreed that the plan adopted, the switches be omitted; the plan adopted shows the sidings omitted.

*Commissioner Donges.* Inadvertently omitted?

*Mr. Gourley.* Not inadvertently, but it was not put on.

*Commissioner Donges.* On the original?

*Mr. Harder.* It was on the original.

*Mr. Minard.* We would like to know which one.

*Mr. Gourley.* Augur & Simon.

*Mr. Minard.* That is the one Mr. Merrey contended was not in use.

*Commissioner Donges.* Do you concede—

*Mr. Minard.* We don't concede to it. We will have to have our engineer's consideration on it.

*Mr. Merrey.* Isn't it a fact though by the change of the grade it is practically out of the zone of the change? Those switches not being used, as it is shown on the plan. I don't think any order of the board will interfere with it at all.

*Commissioner Donges.* It is not within the zone?

*Mr. Gourley.* Provided in the plan.

*Commissioner Donges.* It is not within the zone affected, it would not be put on there—

*Mr. Minard.* Our position on that is we are anxious to preserve all the sidings we can.

*Mr. Gourley.* This is quite practicable because the other switches are so low from those sidings; it is omitted from the plan adopted.

*Commissioner Donges.* If it is not affected by the change in grade.

*Mr. Gourley.* That is quite satisfactory.

*Commissioner Donges.* That seems to be the situation.

*Mr. Minard.* Right at this point it becomes appropriate to say if the board finds it necessary to make the order imposing the greatest proportion of the expense on this company, this company will reserve the right to reconstruct and perhaps reorganize and change entirely the switch service in Paterson. That will be a matter incident to our necessity under any order that is made.

*Commissioner Donges.* The plan here provides for the general plan of elimination.

*Mr. Taylor.* I would like to say a word in connection with what Mr. Minard has said, and in regard to the last point made in our petition which was the service there to avoid this elimination. I think the board must appreciate this is a very serious matter to the Erie Railroad Company. While we have no desire whatever to modify in any way which would be in the slightest degree objectionable to any of our patrons in Paterson, the present service which is afforded in Paterson, either passenger service or private siding; if it comes to the alternative of expending the amount of money which would be imposed on the railroad company by this elimination under the board's order or modify our service in Paterson so as to minimize the danger of the public crossings, we must insist on our proposition that we be given an opportunity to formulate plans of that sort and give it serious consideration.

*Commissioner Donges.* You have had an opportunity to do that.

*Mr. Taylor.* Not exactly in the same way. Of course that is an alternative which we wouldn't

wish to consider or resort to until everything else has passed, except as a last alternative.

*Mr. Merrey.* You mean to say you think it possible you would reduce your service, number of trains in Paterson?

*Mr. Taylor.* I don't mean to say that we would reduce the number of trains to Paterson, but I say we could materially reduce the number of train movements or engine movements involved over the crossing.

*Mr. Merrey.* That is one?

*Mr. Taylor.* All of them.

*Commissioner Donges.* That comes under your petition.

*Mr. Taylor.* It has a bearing on the side track proposition.

*Mr. Gilmour.* I would like to ask whether, so far in this proceeding there has been any consideration by the board of the part of the cost the Public Service Railway Company must assume to pay?

*Commissioner Donges.* Yes, that will be provided for in the order.

*Mr. Gilmour.* While the railway company has been a party to these proceedings all along with the other companies, there have been no copies of any of the findings transmitted to the railway company excepting the notice of this hearing this morning. We did get certain plans, maps, which were transmitted to the company with the information that they were tentatively considered as a method of eliminating those crossings.

*Commissioner Donges.* When did you receive those?

*Mr. Gilmour.* About two weeks ago.

*Commissioner Donges.* They weren't tentative plans; they were the plans approved by the board.

*Mr. Gilmour.* Then I understand that those plans have been approved by the board as the method of eliminating the crossings, and those plans contemplating putting a reverse curve in the railway, in the tracks of the Public Service Railway, where they go over the Erie Railroad at River street.

*Commisioner Donges.* I think that is true, but they speak for themselves.

*Mr. Gilmour.* The plans that we received made no change in that condition and it makes a very material disadvantage to the railway company.

*Commissioner Donges.* That was testified to by your expert.

*Mr. Gilmour.* And ought to be considered.

*Commissioner Donges.* And was considered by this board.

*Mr. Gilmour.* And ought to be considered in connection with the amount of work the railway company is supposed to do—

*Commissioner Donges.* I think the statute fixes the amount the railway company has to do.

*Mr. Gilmour.* No; the statute fixes a limit.

*Commissioner Donges.* The limit is ten per cent.?

*Mr. Gilmour.* Yes; not to exceed ten per cent.

*Commissioner Donges.* The board has considered that and will provide for it in the order.

*Mr. Minard.* May I inquire whether that point has been considered as exclusive of all costs which may be necessary to conform their property to the change in grades?

*Mr. Gilmour.* Certainly not.

*Commissioner Donges.* We don't propose to get into a discussion of that now. That point has been considered by the board.

*Mr. Minard.* That is all I ask.

*Commissioner Donges.* There is no good threshing over and arguing that case over again now, on those points.

*Mr. Minard.* We are prepared on the question then.

*Commissioner Donges.* We will hear you.

*Mr. Merrey.* Who will you hear first?

*Commissioner Donges.* The railroad company, we will hear them.

*Mr. Minard.* We are defendant, or respondent.

*Commissioner Donges.* We will hear you, Mr. Merrey.

H. J. HARDER, resumes the stand for petitioner, City of Paterson.

*Direct examination* by Mr. Merrey.

Q Have you examined the plans adopted—have you studied the plans adopted by the Public Utility Commissioners for the elimination of the grade crossings in Paterson?

A Yes, sir.

Q Have you formed an opinion as to how long the work will take?

A I have, in doing the work in two sections, yes, sir.

Q Tell us how long you think it would take them to make the change of the entire—under the plan including the entire work, that is beyond Madison avenue?

A From a point 1,530 feet west of Madison avenue to the Passaic River I have estimated that it would take about three years.

Q That is for the entire change?

A Yes, sir.

Q Section A?

A Section A, from the beginning of Cedar and First street to six hundred feet west of River street, two and a half years.

Q That is the main section?

A That is right through the middle of the town, yes, sir.

Q You have then ascertained other operations of this kind?

A I secured the time that was spent in eliminating Lackawanna tracks at Newark, the Pennsylvania tracks at Rahway, the Erie tracks at Jersey City, and the Pennsylvania in Elizabeth, and arrived at my conclusion from the time taken for these other eliminations of like character.

Q Was there any reason that would cause delay in the plan adopted by the commission or make it a very difficult proposition?

A I don't understand.

Q Any operation in rock cuts, or matters of that kind, that would delay it longer than usual?

A No, there is no rock cuts.

*Cross examination* by Mr. Minard.

Q In considering this time period you used the Newark, Rahway, Jersey City and Elizabeth cases as a basis of computing?

A Yes, sir.

Q Did you, in connection with these cases, get the detail of the number of cubic feet excavation, fill or concrete?

A No, I didn't go into all that.

Q Did you get the number of train movements necessary to take into consideration in the construction of the work?

A No.

Q Did you take the number of tracks necessary to be kept open to carry on the railroad work done in that time?

A In the case of Rahway I did.

Q Any others?

A No. Let me tell you; I got this information from the engineers in the different cities. I simply

asked them for the length of time it took and the distance that has been affected.

Q When did you begin your time, with the beginning of the work or the beginning of the plan?

A I imagine upon the beginning of the work.

Q Then the whole information you have on this subject is not based on any information on those details, is that true?

A No. I got this information from what I considered authoritative sources. The engineer in each town; I have used that.

Q Do you know whether that includes the time of making the plan or letting the contract?

A I only know it took so long.

Q Your information under your understanding did not include the time of making the plans or letting the contract? Did you assume that?

A I did assume the time it took to do the work.

Q Just doing the work. You got your information from the city engineer's office of the resident city?

A Yes, sir.

Q Did you get it from the city engineer personally or simply from their records?

A I got—I had a letter from the engineer in Rahway and in Elizabeth and a direct communication from Mr. Van Kowen in Jersey City and a letter from Mr. Howell, engineer of highways in Newark.

Q Do you know whether in those cases the engineer who gave you the information was the engineer in charge of the work?

A I don't know.

Q Did you have any other source of information for detailing the length of time required?

A No other.

Q Is the Rahway work done yet?

A It is still under way.

Q Your figures of time on the Rahway work were up to the present time or estimated in the future?

A Mr. Marshall, the engineer, advised me that it would take three years to complete the work. It was substantially finished in the city, but they were eliminating outside the city.

Q How long would that part of it take?

A Over two years, three years.

Q Do you know the estimated elevation of the changes?

A In Elizabeth the elevation was twenty-five feet.

Q That is only the estimated elevation?

A The only one I know the height.

Q Do you know whether in any cases other changes had to be made incident to the track elevation?

A No.

Q You know none of those elevations were made under this act?

A I don't know that.

Q Do you know that in some of those cases the actual work of making the elevation was carried on by the railroad company, but the other changes which are included in this act were carried on by the other people, the city in some instances?

A I only know what I asked these engineers and what they told me.

Q That is the only source of your conclusion that it would take three years for the section you mentioned and two and a half years for the other section?

A By comparing it with the time they gave me, yes.

Q Did you employ any mathematical process to reach that conclusion?

A No, I didn't; just averaged it.

Q You didn't consider the amount of work to be done on this job in order to base a determination of the length of time?

A I took the average.

Q You took four cases from somewhere else and struck an average?

A Yes.

Q You added the length of time of all those four together and then divided them by four?

A Yes. All of which were more difficult than this would be?

Q You think so?

A Yes.

Q You don't know how much more?

A No.

Q How many crossings were involved in each of the cases?

A I think I said awhile ago I don't know the number.

Q You don't know how many sidings there were?

A No.

Q Do you know whether any freight yards depended on that construction work, while the work was carried on, depending on the track being changed?

A I have no personal knowledge of local conditions.

Q Do you know what amount of work was necessary in order to enable the railroad company to make those passenger stops at the stations that might be involved in the proceedings?

A I have no knowledge of the conditions existing during the work.

Q Didn't you prepare what engineers call a program for your work?

A A program.

Q Yes.

A I prepared those plans.

Q Do you know what a program is for carrying on the work?

A I have an idea what you mean.

Q Do you know what an engineer calls a program for the work?

A I never used anything like that.

Q You never have?

A We don't use it in new work.

Q You don't use it in new work; show what is the first step, how much concrete fill, what is the second step, how much is involved in that, how long would it take; allow certain days for bidding and starting of the work; you didn't prepare that?

A I didn't go into that.

Q You have the length of track involved in each of the other cases?

A Yes; that is the way it is involved, the length of the track and the time it did take in these other situations.

Q Just tell us by what process you reached your conclusion as to the length of track involved.

A In Newark the Lackawanna elevation was 2.23; they had a lot of delay, Mr. Howell tells me; some legal complications and trouble with the canal.

Q You have all those but the trouble with the canal?

A You have some property along the line. The Lackawanna took five years in Newark. In Rahway two miles, and it took three years; Jersey City, 1.45 miles, and it took two years; in Elizabeth, 2.8 miles, and it took three years.

Q I understand you have taken the length of the railroad, not knowing the number of tracks involved?

A The tracks of the railroad?

Q Yes, two, four or six.

A In Rahway there are six tracks; in Jersey City four; in Newark two tracks; and Elizabeth I am not sure of.

Q So the number of tracks hadn't any influence on your determination of the length of time?

A No. Now, in Paterson the elevation from a point fifteen hundred—the proposed change from 1,530 feet west of Madison avenue to the river is a mile and sixty-five hundredths; I allowed three years, because it is more time than any allowed here.

Q That is the only reason you allowed it, because it is more time than any other?

A I estimated it would be a fair allowance from these other distances.

Q What is that?

A I estimated it would be a fair allowance because of these other distances.

Q Then what you have said is merely an estimate based on your information given from other sources and involves no calculation of this one?

A No, sir, that is what I said in the beginning.

Q Are you familiar with the report which the board has filed in this case?

A I have read it.

Q You wanted to divide the work up into different sections than the board did?

A I didn't.

Q You divided it into two sections?

A The board divided it into four.

Q Five?

A Five.

Q Why did you divide it into two instead of five?

A I didn't.

Q The first section you mentioned—you say you mention two sections—

*Mr. Merrey.* That is the whole work.

Q You say you divided it into two sections—

*Mr. Merrey.* He didn't; I object to that. That is the entire work.

*Commissioner Donges.* He said he divided it into two sections. He may tell how the sections are made up.

*Witness.* To arrive at an estimate of the time we started at 1,530 feet west of Madison avenue, just at the beginning of one of the sections—

Q Beginning of which section?

A I think C.

Q This report shows Sections A, B, C, D and E?

A Yes.

Q Section A is Market street to Lafayette; is that included in your first section?

A Part of it. Yes, all of it.

Q B includes Keen, Warren and River streets; is that in your first section?

A Yes.

Q C includes Straight to Market street; is that included in the first section?

A Yes.

Q D includes the elimination of Madison; is that in your first section?

A No; I didn't consider D at all. I started west of Madison.

Q You didn't include Madison avenue at all in your estimate?

A No; I understood that was to be left out.

Q Does your estimate include Section E, Fifth avenue, if River street is eliminated?

A That is my total length.

Q Your total length then is based on all of the crossings involved in the proceeding except Madison avenue?

A Yes.

Q Why did you leave out Madison avenue?

A I understood it was to be left out.

Q Who told you it was to be left out?

A I don't know. I heard it somewhere.

Q Some one told you to leave it out?

A I think I heard Mr. Merrey say that.

Q Did he give you any reason for having to leave it out?

A Wasn't that the section to be started west of Madison, because there was rock at Madison west and east of it?

Q We are asking your reasons?

A These plans show.

Q Is that the reason, because there was rock?

A No; the section on this plan starts 1,530 feet west of it.

Q Did anyone tell you why you were to leave it out?

A It seems to me I heard that; I am not sure.

Q At any rate you have not included it?

A Not included.

Q Are you prepared to give me an estimate of what the length of time would be if you included Madison avenue?

A Only guess at it.

Q But it would materially extend this period?

A Yes.

Q Especially if it is rock, as I understand?

A I understand it is rock.

Q Then that would materially extend this time, would it not?

A Yes. If this proposed improvement was carried south of Madison avenue.

Q The excavation work on rock is slower?

A Yes.

Q Where blasting and that sort of work is required?

A Yes.

Q You aren't prepared to make an estimate on the same authority your estimate is made as to how long it would take?

A No. I told you in the beginning the only information I got was from the different cities of the work that had been done.

*Mr. Minard.* That is all.

*By Mr. Merrey.*

Q Mr. Harder, as you know, and as Mr. Minard ought to know—

*Mr. Minard.* I object to any question as to what I ought to know.

Q Section D includes the elimination of Madison avenue on the commission's plan?

A I would have to look at it. Section D includes the elimination of Madison avenue.

Q Under the commission's plan that is provided for by a bridge, eliminating that street?

A Yes.

Q There isn't any rock cut there, is there?

A The rock cut would be there if the track were lowered as we proposed.

Q As the city proposed?

A Yes.

Q Not as the commission proposes?

A Not now, because the commission's plan doesn't disturb the track there.

Q So your estimate of three years included everything except Section D?

A Yes; starting 1,530 west of Madison avenue and taking everything west of that.

Q The plan of the commission doesn't interfere with the grade of the railroad at that point?

A No.

Q Simply provides for raising the street?

A Yes.

Q If that was started at this time would it take anything like three years to make that change?

A From where do you mean?

Q Just Section D; the elimination of the grade crossing at Madison avenue, taking it up over the Erie Railroad as the commission proposes?

A Not as the commission proposes.

Q That wouldn't add any time at all to your estimate of three years?

A Simply building a bridge and approaches.

Q This other section you propose of starting 1,500 feet west of Madison avenue was for the entire rest of the work outside of the Madison avenue change?

A Yes.

Q You said you had spoken of two sections, that is Section A alone?

A Section A alone, between Cedar and Essex street for 1,500 feet west of River street.

Q As directed by the commission?

A As directed by the commission.

Q If Section A was to be separated from the other work and done at one time you say it would take two and a half years?

A Yes.

Q And let the other work follow after that if it was so stated?

A Yes.

*By Mr. Minard.*

Q Why didn't you base your estimate of the time on the sections as decided by the commission so you could get the length of time on each section?

A I had no particular reason for not doing it that way.

Q You read the commission's report?

A Yes.

Q You read they decided it should be done in sections?

A Yes.

Q A, B, C, D?

A It might be done in sections, they said.

Q I understood that to be the determination of the commission—

*Commissioner Donges.* The work might be done that way.

*Commissioner Treacy.* Might be done that way; not should be done that way.

Q Why didn't you adopt the divisions the commission said in which it should be done?

A I haven't any reason, except this we did adopt included those.

Q Isn't it true the section you took, the length of time lend themselves to no appropriate comparisons with other cities and that is the reason you adopted it that way?

A That isn't true.

*Mr. Minard.* As I read the report, it said it should be done.

*Commissioner Treacy.* It should be permitted to be done. It may be done, if you so desire. It doesn't say you must.

*Mr. Minard.* Is there any other conclusion in determining which way it shall be done?

*Commissioner Treacy.* You are to determine that now.

*Commissioner Donges.* Is there anything further, Mr. Merrey?

*Mr. Merrey.* No, sir.

*Commissioner Donges.* Do you desire to submit anything?

*Mr. Minard.* Yes.

ROBERT C. FALCONER, sworn on behalf of respondent, Erie Railroad Company.

*Direct examination* by Mr. Minard.

Q You have been sworn in this case and appeared as a witness?

A Yes.

Q Have you considered, or had considered, the question of the time and method of performing the work of eliminating the grade crossings mentioned

along the line indicated by the commission's report in this case?

A Yes; and I have had it considered.

Q Have you gone over the result of that conclusion?

A Yes; but not in minute detail.

Q In sufficient detail to explain and outline the proposition of the board?

A Yes, I think so.

Q Proceed, will you, with what you have prepared on that, beginning with Section A?

A Do you mean as to a program?

Q Yes, length of time.

A Or simply length of time?

Q To do this work?

A Section A itself, after all the specifications and plans were made and after the contracts were let, would require, we estimate, three years to complete.

Q And how long will it take to make the survey and prepare the plans necessary for advertising for bids, for instance?

A It will take about a year.

Q How long would it take to advertise for bids and let the contracts?

A Well, it would probably take about three months for each section, for each contract.

Q Is that included in the year you have figured on?

A I don't think it is. I am not quite positive about that. It doesn't so indicate here.

Q What is that?

A It doesn't so indicate here, and in my opinion it should not be included. I believe a full year will be required to make the survey and to prepare plans, exclusive of any time required to take bids and let the contracts.

Q Mr. Falconer, have the details of the various steps and quantities of material, and so forth, been estimated in your department?

A Approximately.

Q Who estimated them?

A Mr. Brameld.

Q He is an engineer in your department?

A Yes, sir.

Q He is here to testify to those?

A Yes.

Q On Section B what time do you think it will take to carry out the work proposed for Section B?

A We estimate that Section B, done by itself, would require about one year and three months.

Q Inclusive or exclusive of the preparation of plans and the letting of contracts?

A Exclusive of the preparation of plans and letting of contracts.

Q What period of time for making surveys, preparing plans, and letting contracts on that section will be required?

A The survey and plans are all included in the year, that could all be made within a year. There would be about three months more required for the letting of the contracts on Section B. There would be about three month's time required for the letting of contracts.

Q (*By Commissioner Donges.*) Do I understand, in your estimate of one year, Mr. Falconer, you had included surveys and plans of actually doing the work?

A My estimate of one year for surveying and plans includes the survey and plans of the whole work.

Q (*By Mr. Minard.*) All five sections?

A Yes. We would have to make most of the plans for the whole work before we could begin on any, in order to have them fit together. Of course, there

would be some details that could be left until later; the main plans would have to be done at one time.

Q (*By Commissioner Donges.*) Your estimate of three months for letting the plans is in addition to the one year and three and a half months, or is that included?

A No, in addition to that. There is about three months required to send out specification on a big job like this and give the contractor ample time to make his bid, consider it and get it approved and let the contract, and it sometimes takes more than three months; where commissions and cities are involved, there is sometimes delay.

Q (*By Mr. Minard.*) On Section C how long, in your judgment, would it take?

A Exclusive of surveys, preparation of plans and letting of the contract, we estimate one year and eight and a half months, about.

Q Section D is Madison avenue; what estimate have you made as to the time it will take to do that work?

A Well, the estimate is made for six months, but I don't think it can be completed in all its details in six months.

Q (*By Mr. Merrey.*) How long would it take to complete it in all its details?

A I think it would take from nine to ten months.

Q (*By Mr. Minard.*) That, of course, is on the assumption the surveys and plans will be made within the year you spoke of awhile before?

A Yes.

Q What conclusion do you reach as to the whole job, doing the work in sections?

A Doing it one section at a time, and following one section immediately by another?

Q Yes; if you can do it without any intermission between the sections?

A If we continued without any interruption in the work, but letting the contracts for the succeeding section just before the previous one was finished, it would take, in my estimation, about eight years.

Q How long have you been engaged in construction work of large magnitude?

*Mr. Merrey.* May I just ask if this is the position of the railroad company on this question?

*Mr. Minard.* That is our evidence we offer.

*Mr. Merrey.* Is that your position?

*Mr. Minard.* That is the evidence.

*Mr. Merrey.* Do you take that position or intend to show by others it will take longer?

*Mr. Minard.* We aren't through with this testimony.

*Mr. Merrey.* I may shorten things.

*Commissioner Donges.* What Mr. Merrey asks is whether, on the estimate of Mr. Falconer as to the length of time likely to be required, you are willing to rest that phase of this case.

*Mr. Minard.* I don't know of any other testimony to the contrary than that at the present time.

*Mr. Merrey.* We will consent, if the commission feels like making this order, that a year is a reasonable time to prepare their plans for the whole work and three years for the first section. We think that is about as fast as the Erie could be expected to do that work. Other roads might do it quicker.

*Commissioner Donges.* As far as the time is concerned, you are willing to rely on this testimony?

*Mr. Merrey.* Yes; a year for the plans and three years for the first section, and the time mentioned in the others.

*Commissioner Donges.* That relieves you of any other testimony on that point.

*Mr. Minard.* No, we have testimony to show what section should be done first.

*Mr. Merrey.* What section do you want done first?

*Mr. Minard.* Our evidence will show that.

*Mr. Merrey.* Section A ought to be done first.

*Mr. Minard.* Our position is this: If an order is made as indicated by this report it ought not to be like the butt end of the corn put in the sheller first; it ought to be the little end, so we can start the work and carry it through. The most favorable condition under which we could start would be beginning with the small end of the proposition first.

*Mr. Merrey.* That is, from the financial end of it.

*Mr. Minard.* Certainly. Obviously from the financial end of it. If the commission is inclined to make the order as indicated, we certainly don't want to choke to death on the first dose.

*Commissioner Donges.* My recollection of Mr. Brameld's testimony was when he stated this work might be done in sections, but the work ought to be done beginning with Section A first. He gave the designations of the sections in accordance with his judgment.

*Mr. Minard.* I presume he gave them—

*Commissioner Donges.* He gave the order the work should be done, beginning with Section A.

*Mr. Minard.* From an engineering standpoint. We are discussing it from a financial standpoint now.

*Mr. Merrey.* Considering it from the standpoint of danger, Section A is certainly the most dangerous. Section E there isn't so much danger.

*Mr. Minard.* That may be true it is not so dangerous. With all due respect to the danger at the crossings we have got to do the things we can and not the things we can't do.

*Commissioner Donges.* You have already submitted your testimony on the financial side of the case.

*Mr. Minard.* Surely.

*Commissioner Donges.* The single question that the board wanted the parties interested to be heard on to-day is how long a time will be required to do the work on each of these sections.

*Mr. Minard.* That question will depend very largely in the beginning—

*Commissioner Donges.* If you have no money you will never begin; we will take that to be true; you needn't prove that; if you never get the money you will never do the work.

*Mr. Minard.* Sometimes you can get a smaller amount when you can't get a bigger.

*Commissioner Donges.* Is that all?

Q In your judgment, which of the sections, if an order is made and the burden of the expense falls on the company, which of the sections ought to be done first?

*Mr. Merrey.* From a financial or an engineering standpoint?

*Mr. Minard.* From the only standpoint which makes it possible to do any of them.

A In my opinion Section D, involving the Madison avenue elimination only. This section is not affected by any work on any of the other sections, the expense is the lightest, and it will furnish at least some relief to the City of Paterson, and it is the section which the railroad company can nearest afford to undertake.

Q Now, in your judgment what is the next section in order?

A Well, I think that either section B, I think it is, involving the River street crossing—

Q I will give you a diagram and you can refresh your recollection (handing witness diagram).

A Yes; Section B, involving the Keen, Warren and River street, or Section C, from Straight to Market street, either one of these could be undertaken.

Q Then whatever of Section C or B is done first or second, then the next one ought to be third?

A I think so. I think it will work out perfectly feasible in that.

Q (*By Commissioner Donges.*) Which one do you say?

A The other one, either B or C, whatever you took first, the other should be second.

Q You think either could be second?

A I think so. I don't see now any practical difficulty of taking either first.

Q (*By Mr. Minard.*) When you say practical difference between them, from what standpoint do you mention that practical difference?

A From an engineering standpoint. There is a difference in the cost, and considering the difference in the cost it would be preferable to undertake Section B before you undertake Section C.

Q Now then, you would then— Your notion would be to take Section A last then?

A Yes.

Q Section A would be the fourth one and last section to be done?

A Yes.

Q Is that entirely practical from an engineering standpoint, that arrangement?

A Yes.

Q (*By Commissioner Donges.*) Have you taken them in the order in which the burden would fall lightest on the company?

A Yes.

Q Section D, the cost is $319,000 odd, according to the Erie Railroad estimate; and Section B, $491,000; Section C, $652,000; and Section A, $1,666,000?

A Yes.

*Mr. Minard.* Pardon me; the estimate of Madison avenue, according to the city's plan it would be still lower, this plan as substituted.

*Commissioner Donges.* Yes, it would be $192,000.

*Mr. Minard.* Yes.

*Commissioner Donges.* No, I think $127,000.

*Mr. Minard.* Whatever the amount is.

*Commissioner Donges.* It is a saving of $192,000. On Section B, $339,000, as shown on Schedule D.

*Cross examination* by Mr. Merrey.

Q Section D is entirely independent of the rest of the work, isn't it?

A Yes.

Q How long would it take you to prepare a plan for that work and have it actually constructed?

A Actually constructed?

Q Yes.

A To prepare the plan—make surveys, prepare the plan and construct it would take, depending on the time of year when we began our survey, would take from a year to sixteen months.

Q If you had the money you could do it in a year without any trouble?

A It would depend on the time of the year we started to make the survey. If we got our survey and plan done in the middle or beginning of the winter we would have to wait until next spring to do the construction work and then lose four months of winter. If we got the preparing of the plan done and the contracts let, ready to begin work at the beginning of the season, then we would do it in a shorter time. The season of the year makes a difference in the estimate of time.

Q You could do it in less than a year?

A I don't think we could. I am satisfied we wouldn't do it in less than a year.

Q What would prevent you making surveys now, in this weather?

A We have to locate all those property lines with extreme accuracy and I can't say we have surveys of Paterson which show any property lines, even on our right of way.

*Commissioner Donges.* I can't hear.

*Witness.* Our maps of Paterson—

*Mr. Minard.* A little louder.

*Witness.* Our surveys of Paterson, this part of the line, are very old and they are very incomplete. We can't say with any accuracy even our own right of way line or our own tracks, and before any work can be started, it will be necessary to make an accurate survey showing not only our own right of way line, track, buildings, everything, but also with equal accuracy the dividing lines and the street lines of all property within the zone lines to be affected.

Q How long would that take you?

A It depends altogether on the condition of the city records and whether we can locate the city records to give us that information.

Q Suppose the city engineer was to give you that information to-morrow; you would have some time?

A We would still have to trace it out on the ground and check the survey. We found in many instances that the city maps are not correct, any more than our own. It is the actual distance we want, not what they ought to be.

Q What city maps do you refer to?

A I haven't any in mind, but in many cases the city maps are not correct.

Q You mean maps made by private individuals?

A No, I mean city tracings furnished by the city engineer's office, which give the widths of the various lots and the lengths of the blocks, and you couldn't measure them on the ground and make them agree with the map.

Q You mean in this case?

A No, I don't know anything about Paterson. I don't know anything about how good your records are in Paterson.

A I simply say if we could get the information we would still have to check it and locate those points.

Q Why is it necessary for you to locate property lines?

A Because they are affected by the construction work. The damages are affected. We must know whether or not we are encroaching on property; we must know where the street lines are in order to build the sidewalks and sidewalks and curbs. We can't build hit or miss.

Q You don't know whether that information is all on the ground or not?

A No, I don't know anything about it.

Q You are making your statement if there is no information there you will have to get it yourself?

A We will have to get it, yes; we will have to make the survey. We are making a survey of Youngstown, checking with the city engineer, and the city engineer is changing his plans to agree with our survey, because he admits his own plans are wrong, his maps.

Q All other sections are connected together, are they not, really part of one project?

A Yes, in the sense they are connected together in that they—in that if done separately they will overlap.

Q Have you considered whether you could start Section B ahead of Section A?

A Yes.

Q The estimates that were given to the commission were not based on that idea, were they?

A No—I am not quite sure about that. I didn't make the estimate personally. I prefer not to answer that question.

Q All the important crossings are embraced in Section A, are they not, the ones used most?

A River street is a very important crossing. That is not in Section A.

Q That is in Section B?

*Mr. Merrey.* That is all.

*Mr. Minard.* That is all.

*Mr. Hobart.* If the commission please, in view of the city's consent, it will take eight years to do this, we don't care to submit further evidence on that point. It seems unnecessary; but we do desire to call the commission's attention to our position that none of the work should be ordered done at this time in view of the situation shown in the petition already presented this morning and especially paragraph seven, and we say no work should be started for at least a year to see where we are coming out in these terrible times of financial depression. If the commission wants, we are prepared to-day to offer evidence in support of this part of the petition, supplemental to the evidence on the same subject which is already before the commission. If the board should, however, finally decide that all work be started at once, the plans prepared and the work started, and so on, then we would like to have the board consider further the question whether the board wants all the work done or would order some portion done and then reserve the future decision whether the following sections shall or not be done, as circumstances develop.

*Commissioner Donges.* You mean one section be done within the time to be fixed that the time within which the next section be taken up, be deferred?

*Mr. Hobart.* Yes.

*Commissioner Donges.* Consideration of that question be deferred until some future time?

*Mr. Hobart.* Yes.

*Mr. Merrey.* When I said I would consent to the time mentioned, nobody considered doing anything else but Section A first; in fact, I don't see how the commission could consider anything else. Section A is the heart of this work; it includes the important crossings. That is the work we are really anxious to have done; there is nothing outside—perhaps with the exception of the River street crossing—we would be willing to wait until a year from now, and they would have eight years to do that. Something may develop in that time. It seems to me the order should go for the entire work, Section A first. They will have to spend very little money in this first year. All they will have to spend is for the cost of preparing these plans, which is not very great. They say in this petition they don't expect to make as much money this year as last. Of course, I notice in the newspapers they are doing a little better this year than last. We realize this is a year of depression. It can't last forever. The experience has been in the past years these periods of depression pass away. It is certain within a year or so times are going to change; this railroad is going to have money. If something should happen between now and a year the commission could take care of it. I think the order ought to go to prepare their plans within a year and they be prepared to go ahead with the first section for the three years thereafter and then they start—

*Commissioner Treacy.* Go ahead and complete it.

*Mr. Merrey.* Go ahead and complete it, four years have it completed.

*Commissioner Donges.* In other words, adopt Mr. Falconer's suggestion as to time?

*Mr. Merrey.* We submit that. We don't concede to this bridging charge.

*Commissioner Donges.* Madison avenue?

*Mr. Merrey.* Madison avenue, and the street at the present time is not used as extensively as the other crossings. Madison avenue is going to be used in the future. It will develop, in six years probably there will be a great deal more necessary than there is now, because the city is growing that way.

*Commissioner Donges.* Is there anything further?

*Mr. Hobart.* I think I have already stated if the commission desires further consideration on the question, I am not asking for delay.

*Commissioner Donges.* On the question of finances?

*Mr. Hobart.* Yes.

*Commissioner Donges.* The board is of the opinion opportunity was afforded you to present your testimony fully on that point and the only question the board desired to hear you to-day was on the question of time.

*Mr. Hobart.* Yes, the question of time depends in a sense on the financial ability; there have been changes in other matters which come in since the last testimony.

*Commissioner Donges.* The question of the time is the question of what time you can do the physical part of the work in.

*Mr. Hobart.* Of course, the petition is on file.

*Commissioner Donges.* The board will consider that.

*Mr. Hobart.* I was going to ask the board's consideration that if there should develop any matter therein that the board desired testimony on we are prepared at any time or any place to go ahead. We are prepared to-day.

*Commissioner Donges.* The board will consider that, but limits the taking of testimony to-day to the single point.

*Mr. Merrey.* Are you through?

*Commissioner Donges.* Is that all?

*Mr. Hobart.* I think that is all.

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| R-14 | Statement of Estimated Annual Increase in Payrolls and Increases in Wages awarded by Arbitration Commissions and Effective since May 1, 1912 | 242 | 950 |
| R-15 | Abstract of Title | 245 | 950 |
| R-16 | Eight blue prints showing land owned by Erie Railroad, etc., in the City of Paterson | 248 | 1056 |
| R-17 | Assessed valuation of properties of Paterson & Hudson River Railroad and Paterson & Ramapo Railroad Companies for the year 1912 | 250 | 1056 |
| R-18 | Statement of Value of Physical Elements of Paterson & Hudson River Railroad | 252 | 1057 |

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|---|---|---|---|
| R-19 | Statement of Value of Physical Elements of Paterson & Ramapo Railroad..... | 252 | 1059 |
| R-20 | Assessed valuation of the properties of the Paterson & Hudson River Railroad and the Paterson & Ramapo Railroad for the year 1913..... | | |
| R-21 | Contract Western Union, 1907..... | 257 | 1062 |
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| R-23 | Blue Print Showing Sidings..... | 265 | 1067 |
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| R-25 | 17 Blue Prints of Counts..... | 300 | 1069 |
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| R-27 | Views, blue print A..... | 304 | 1104 |
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| R-30 | " " " D..... | 305 | 1104 |
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| R-38 | " " " L..... | 305 | 1104 |
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| R-41 | Photos, 1-12, Madison Ave., A..... | 307 | 1104 |
| | 1-14, Straight Street, B..... | 307 | 1104 |
| | 1-15, Clay Street, B..... | 307 | 1104 |
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| | 1-13, Market Street, D..... | 307 | 1104 |
| | 1-7, Park Avenue, D..... | 307 | 1104 |
| | 1-6, Ellison Street, E..... | 307 | 1104 |
| | 1-4, Van Houten Street, F..... | 307 | 1104 |
| | 1-9, Broadway, G..... | 307 | 1104 |
| | 1-10, Fair Street, H..... | 307 | 1104 |
| | 1-9, Hamilton Avenue, I..... | 307 | 1104 |
| | 1-10, Lafayette Street, J..... | 307 | 1104 |
| | 1-9, Franklin Street, K..... | 307 | 1104 |
| | 1-8, Keen Street, L..... | 307 | 1104 |
| | 1-9, Warren Street, M..... | 307 | 1104 |
| | 1-8, River Street, N..... | 307 | 1104 |
| | 1-8, Putnum Street, N..... | 307 | 1104 |
| R-42 | Agreement with Weidmann Silk Dyeing Co. ..... | 322 | 1104 |
| R-43 | Timetable, Paterson & New York R. R.... | 326 | 1104 |

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| R-44 | Operating Revenue, Expenses and Income | 337 | 1105 |
| R-45 | Losses, Ohio Flood (West) | 342 | 1106 |
| R-46 | " " " (East) | 344 | 1106 |
| R-47 | Copy of First Petition of Paterson | 397 | 1107 |
| R-48 | Signal and Interlocking Expenditures | 399 | 1114 |
| R-49 | List of Industrial Sidings, etc. (Offered for identification on page 348 as R-47.) | 448 | 1115 |
| R-50 to R-73 | Agreements with Switch Owners | 449-450 | 1117-1203 |
| R-50 | Leslie Elliott Co. | 449 | 1117 |
| R-51 | Commercial Lumber & Mill Work Co. | 449 | 1121 |
| R-52 | David G. Rogers | 449 | 1125 |
| R-53 | P. S. Van Kirk | 449 | 1128 |
| R-54 | A. H. Smith | 449 | 1132 |
| R-55 | Armstrong Sons Co. | 449 | 1135 |
| R-56 | Public Service Gas Co | 449 | 1139 |
| R-57 | Public Service Corporation | 449 | 1143 |
| R-58 | Swift & Co. | 449 | 1147 |
| R-59 | Ashley Bailey Co. | 449 | 1151 |
| R-60 | National Silk Dyeing Co. | 450 | 1154 |
| R-61 | Weidman Silk Dyeing Company. | 450 | 1158 |
| R-62 | " " " " | 450 | 1162 |
| R-63 | " " " " | 450 | 1168 |
| R-64 | " " " " | 450 | 1170 |
| R-65 | L. Lapat | 450 | 1174 |
| R-66 | Southerland & Edwards | 450 | 1178 |
| R-67 | Nicholson File Co. | 450 | 1182 |
| R-68 | Hygeia Ice Co. | 450 | 1185 |
| R-69 | Puglia & Gramatica | 450 | 1189 |
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| R-72 | Van Winkle-Bromley Lumber Co. | 450 | 1199 |
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| R-74 | Income Statement | 456 | 1207 |
| R-75 | Blue Print of Timetable (Same as R-43) | 456 | 1207 |
| R-76 | Photo of Map, 1850 | 459 | 1207 |
| R-77 | Map, 1852 | 462 | 1207 |
| R-78 | Ordinance in re streets | 464 | 1208 |
| R-79 | Ordinance, Clay street | 465 | 1274 |
| R-80 | Abstract of Streets | 465 | 1276 |
| R-81 | Returns, Madison Avenue | 466 | 1282 |
| R-82 | " Straight Street | 466 | 1283 |
| R-83 | " Clay Street, Feb. 11, 1870 | 466 | 1285 |
| R-84 | " " " July 14, 1856 | 467 | 1285 |
| R-85 | " Cedar Street | 467 | 1286 |
| R-86 | " Market Street | 467 | 1287 |

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|---|---|---|---|
| R-87 | Returns, Willis Street | 467 | 1289 |
| R-88 | " Ellison Street | 467 | 1291 |
| R-89 | " East Van Houten Street | 467 | 1292 |
| R-90 | " Broadway | 467 | 1294 |
| R-91 | " Fair Street, Oct. 20, 1852 | 468 | 1296 |
| R-92 | " " " March 7, 1864 | 468 | 1297 |
| R-93 | " Division Street, Dec. 19, 1859 | 468 | 1298 |
| R-94 | " " " Oct. 20, 1852 | 468 | 1299 |
| R-95 | " Lafayette Street | 468 | 1300 |
| R-96 | " Franklin Street | 468 | 1300 |
| R-97 | " Keen Street | 468 | 1301 |
| R-98 | " Warren Street | 468 | 1302 |
| R-99 | " River Street | 469 | 1302 |
| R-100 | " Putnam Street | 469 | 1304 |
| R-101 | Brameld's summary of cost of elevation, same items as city's estimate | 528 | 1305 |
| R-102 | Brameld's summary, cost of elevation, estimate of total cost | 529 | 1307 |
| R-103 | Brameld's estimate of cost of elevation by sections | 532 | 1324 |
| R-104 | Estimated cost of Madison Avenue | 542 | 1327 |
| R-105 | Plan of above | 543 | 1327 |
| R-106 | Summary, elimination, Keen, Warren and River Streets after Section A is built | 546 | 1328 |
| R-107 | Plan of above | 547 | 1330 |
| R-108 | Estimate, Fifth and Sixth Avenue elimination | 553 | 1330 |
| R-109 | Summary of elimination of grade crossings, Paterson | 554 | 1333 |
| R-110 | Comparative statement of estimate of cost of street railway work taken from estimate submitted to Public Utilities Commission of N. J. by P. S. R. Co. and estimate submitted to Pub. Util. Comm. of N. J. by E. R. R. | 629 | 1333 |
| R-111 | Map of Erie R. R., with branches and connections, 1914 | 632 | 1334 |
| R-112 | Affidavit as to mailing of notice of hearing | 633 | 1334 |
| R-113 | Erie Railroad Co. income statement for years ending June 30, 1913 and 1914 | 634 | 1335 |
| R-114 | E. R. R. Co. income statement for two months ending Aug. 31, 1914 and 1913. | 648 | 1338 |
| R-115 | E. R. R. Co. statement showing obligations (principal only) maturing during period October 14, 1914, to June 30, 1915. | 650 | 1342 |
| R-116 | E. R. R. Co. statement showing obligations (principal only) maturing during year ending June 30, 1916 | 664 | 1343 |
| R-117 | E. R. R. system, statement showing obligations maturing during year ending June 30, 1917 | 671 | 1344 |

| | | Offered at Page | Printed or Described at Page |
|---|---|---|---|
| R-118 | First consolidated mortgage of Dec., 1895. | 674 | 1428 |
| R-119 | Penn. collateral indenture, Feb. 1, 1901.... | 674 | 1505 |
| R-120 | E. R. R. Co. general mortgage, Apr. 1, 1903 Printed in full as Volume III, pages 1428 to 1633. | 674 | 1560 |
| R-121 | E. R. R. Co., estimate of revenue which will be obtained from increases already granted in Cen. F. A. territory. This will include the few in trunk line territory which the Commission permitted to be made in order to make effective the increase in C. F. A. territory—based on the fiscal year ended June 30, 1914 ..... | 678 | 1345 |
| R-122 | E. R. R. Co., estimate of revenue which will accrue to E. R. R. Co. from extension to trunk line territory of increases in rates granted to C. F. A. territory by the Commission in its report—based on fiscal year ended June 30, 1914 ..... | 680 | 1346 |
| R-123 | Annual report of E. R. R. Co. for 1914.... | 686 | 1347 |
| R-124 | E. R. R. system, statement showing disposition for profit and loss surplus to June 30, 1914 ..... | 686 | 1375 |
| R-125 | Statement showing increased expenses to Erie R. R. Co. including the N. J. & N. Y. R. R. Co., N. Y., S. & W. R. R. Co., and Wilkes-Barre & Eastern R. R. Co., resulting from operation of Full Crew Laws in States of New York, New Jersey and Pennsylvania, for the months of Sept., 1913, to March, 1914, inclusive; for the State of N. Y., July, 1913, to March, 1914, inclusive; for States of New Jersey and Pennsylvania; with estimates for the full year | 689 | opp. 1376 |
| R-126 | Statement entitled "Erie Railroad Company, statement showing amounts included in Income Account of E. R. R. Co., derived from Pennsylvania Coal Co., as dividends for years ending June 30th" ..... | 700 | 1377 |
| R-127 | Memorandum showing basis of estimate of additional revenue to be secured by the Erie R. R. Co. on account of advance in price in mileage books..... | 702 | 1378 |
| R-128 | Statement entitled, "Expenditures, additions and betterments—road 1906 to 1914 inclusive" ..... | 751 | 1379 |
| R-129 | Statement entitled, "Approximate estimate of cost of construction expenditures which should be made within five years" ..... | 752 | 1379 |
| R-130 | Statement entitled, "Memorandum, re various improvements" ..... | 768 | 1383 |

| | | Offered at Page | Printed or Described at Page |
|---|---|---|---|
| R-131 | Memorandum regarding various improvements | 771 | 1388 |
| PSR-1 | Summary of costs and changes | 627 | 1394 |
| PSR-2 | Detailed statement of cost to P. S. R. | 627 | 1397 |
| PSR-3 | Statement of comparison between costs as estimated by the P. S. R. Co., City of Paterson, and the E. R. R. Co. (Same as Exhibit A for identification, see page 614.) | 627 | 1412 |
| SO-1 | Deed, Hinchliffe B. & M. Co. | 411 | 1415 |
| SO-2 | Deed, Paterson Cons. Brwg. Co. | 411 | 1415 |
| SO-3 | Plan, Leslie Elliott switch | 563 | |
| SO-4 } SO-5 } | Photographs of Meyer & DeVogel plant | 572 | |
| DF-1 | Deed, D. Fullerton & Co. | 436 | 1424 |

# EXHIBITS.

P-1

Blue print entitled "Map showing grade crossings of the Erie R. R. dated Oct. 1913, H. J. Harder, City Engr." (Key Map)

The following are maps of subdivisions of P-1:

P-1-A

Madison Avenue

P-1-B

Straight and Clay Streets

P-1-C

Cedar Street

P-1-D

Market Street

P-1-E

Ellison Street

P-1-F

Van Houten Street

P-1-G

Broadway

P-1-H

Fair Street

P-1-I

Hamilton Avenue

P-1-J

Lafayette Street

P-1-K

Franklin Street

P-1-L

Keen Street

P-1-M

Warren Street

P-1-N

River and Putnam Streets

P-2

Blue print entitled "Profile of Main Line from Carlton Hill to Hawthorne, March 1907, Office of Engineer of Grade Crossings."

P-3

Blue print entitled "Erie Railroad Co. Map showing track facilities at Paterson, N. J., March 1903."

# EXHIBIT P-4.

## SUMMARY.

### Oct. 4, 1913.

Between hours of 5 A. M. and 11 P. M.

| Location | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| Clay St. | 6342 | .... | 907 | 198 | 123 | 181 | 104 | 12 | 99 |
| Market St. | 34517 | 593 | 1901 | 1700 | 827 | 207 | 104 | 13 | 47 |
| Broadway | 9410 | 607 | 395 | 602 | 169 | 150 | 103 | 14 | 26 |
| River St. | 8947 | 252 | 1015 | 427 | 351 | 137 | 104 | 13 | 31 |
| Total | 59216 | 1452 | 4218 | 2927 | 1470 | 675 | 415 | 52 | 203 |

## CLAY STREET.

### Oct. 4, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| 5 to 7 A. M. | 1675 | .... | 30 | 7 | 10 | 10 | 10 | 4 | 2 | |
| 7 to 9 A. M. | 287 | .... | 135 | 21 | 10 | Gates out of order | 15 | 1 | 18 | |
| 9 to 11 A. M. | 228 | .... | 142 | 27 | 20 | 18 | 10 | 1 | 9 | |
| 11 A. M. to 1 P. M. | 1080 | .... | 108 | 36 | 21 | 16 | 9 | 2 | 12 | |
| 1 to 2 P. M. | 235 | .... | 64 | 10 | 7 | 18 | 6 | 2 | 11 | |
| 2 to 4 P. M. | 525 | .... | 126 | 27 | 18 | 20 | 14 | .. | 7 | |
| 4 to 6 P. M. | 682 | .... | 135 | 19 | 17 | 39 | 11 | .. | 21 | |
| 6 to 8 P. M. | 790 | .... | 90 | 23 | 8 | 28 | 15 | .. | 8 | |
| 8 to 11 P. M. | 840 | .... | 77 | 28 | 12 | 32 | 14 | 2 | 11 | |
| Total | 6342 | .... | 907 | 198 | 123 | 181 | 104 | 12 | 99 | |

## EXHIBIT P-4 (Continued).

## MARKET STREET.

### Oct. 4, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| | 1050 | 17 | 76 | 8 | 14 | 10 | 3 | 3 | 2 | 2 horses, 1 handcar. |
| 5 to 7.20 A. M. | 1427 | 17 | 96 | 14 | 68 | 14 | 8 | 3 | 3 | 2 horses, 3 motorcycles. |
| | 1140 | 24 | 108 | 75 | 28 | 8 | 4 | .. | 2 | 2 handcars. |
| 7.20 to 9 A. M. | 962 | 23 | 139 | 53 | 40 | 10 | 9 | .. | .. | 2 " |
| | 1100 | 39 | 185 | 148 | 59 | 11 | 4 | .. | 3 | 1 handcar. |
| 9 to 11 A M. | 332 | 21 | 167 | 109 | 54 | 11 | 5 | 1 | 4 | |
| | 1485 | 43 | 133 | 172 | 83 | 9 | 5 | .. | 4 | |
| 11 A. M. to 1 P. M. | 2231 | 23 | 168 | 126 | 102 | 10 | 4 | .. | 4 | |
| | 735 | 24 | 78 | 42 | 31 | 11 | 5 | 1 | .. | |
| 1 to 2 P. M. | 820 | 11 | 78 | 41 | 59 | 6 | 3 | .. | 5 | 1 handcar. |
| | 2265 | 56 | 195 | 173 | 56 | 20 | 7 | 1 | 2 | 1 handcar. |
| 2 to 4 P. M. | 2075 | 28 | 124 | 71 | 61 | 14 | 7 | 1 | 5 | |
| | 3020 | 59 | 128 | 203 | 42 | 16 | 8 | .. | 2 | |
| 4 to 6 P. M. | 2575 | 24 | 62 | 83 | 62 | 9 | 4 | .. | 3 | |
| | 2330 | 48 | 60 | 107 | 8 | 17 | 7 | .. | 2 | |
| 6 to 8 P. M. | 3270 | 32 | 32 | 45 | 18 | 10 | 8 | 1 | 4 | Two checkers worked at this crossing. |
| | 3860 | 70 | 41 | 155 | 15 | 13 | 7 | 1 | 1 | |
| 8 to 11 P. M. | 3840 | 34 | 31 | 72 | 27 | 8 | 6 | 1 | 1 | |
| Total | 34517 | 593 | 1901 | 1700 | 827 | 207 | 104 | 13 | 47 | |

EXHIBIT P-4 (Continued).

## BROADWAY.

### Oct. 4, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| 5 to 7 A. M. | 329 | 32 | 28 | 6 | 11 | 14 | 9 | 4 | 2 | |
| 7 to 9 A. M. | 641 | 64 | 59 | 43 | 14 | 27 | 16 | 3 | 7 | |
| 9 to 11 A. M. | 732 | 72 | 77 | 83 | 23 | 18 | 9 | 1 | 3 | |
| 11 A. M. to 1 P.M. | 958 | 68 | 62 | 97 | 31 | 14 | 7 | 2 | 5 | |
| 1 to 2 P. M. | 384 | 32 | 18 | 28 | 11 | 12 | 8 | 2 | 2 | |
| 2 to 4 P. M. | 1356 | 79 | 41 | 100 | 26 | 20 | 14 | .. | 4 | |
| 4 to 6 P. M. | 1350 | 82 | 41 | 126 | 36 | 15 | 12 | .. | 2 | |
| 6 to 8 P. M. | 1590 | 76 | 37 | 58 | 14 | 15 | 15 | .. | 1 | |
| 8 to 11 P. M. | 2070 | 102 | 32 | 61 | 13 | 15 | 13 | 2 | .. | |
| Total | 9410 | 607 | 395 | 602 | 169 | 150 | 103 | 14 | 26 | |

## RIVER STREET.

### Oct. 4, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| 5 to 7 A. M. | 1092 | 12 | 65 | 11 | 27 | 13 | 10 | 3 | 2 | |
| 7 to 9 A. M. | 681 | 23 | 129 | 24 | 30 | 23 | 13 | 1 | 5 | |
| 9 to 11 A. M. | 628 | 26 | 186 | 57 | 32 | 15 | 9 | 1 | 8 | |
| 11 A. M. to 1 P. M. | 1287 | 29 | 160 | 83 | 78 | 11 | 8 | 2 | 1 | |
| 1 to 2 P. M. | 421 | 16 | 61 | 25 | 34 | 8 | 9 | 3 | 1 | |
| 2 to 4 P. M. | 867 | 35 | 144 | 57 | 56 | 20 | 15 | 1 | 5 | |
| 4 to 6 P. M. | 1110 | 35 | 159 | 64 | 57 | 19 | 12 | .. | 8 | |
| 6 to 8 P. M. | 1646 | 34 | 69 | 53 | 21 | 15 | 16 | .. | 1 | |
| 8 to 11 P. M. | 1215 | 42 | 42 | 53 | 16 | 13 | 12 | 2 | .. | |
| Total | 8947 | 252 | 1015 | 427 | 351 | 137 | 104 | 13 | 31 | |

# EXHIBIT P-5.

## SUMMARY.

### Oct. 6, 1913.

Between hours of 5 A. M. and 11 P. M.

| Location | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| Clay St. | 5040 | .... | 835 | 238 | 120 | 207 | 103 | 11 | 96 |
| Market St. | 27699 | 592 | 1750 | 1555 | 798 | 188 | 103 | 19 | 29 |
| Broadway | 7166 | 597 | 364 | 433 | 119 | 116 | 104 | 9 | 9 |
| River St. | 6857 | 225 | 1017 | 337 | 298 | 129 | 106 | 11 | 38 |
| Total | 46762 | 1414 | 3966 | 2563 | 1335 | 640 | 416 | 50 | 182 |

## CLAY STREET.

### Oct. 6, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| 5 to 7 A. M. | 1040 | .... | 54 | 6 | 18 | 26 | 15 | 2 | 9 | |
| 7 to 9 A. M. | 270 | .... | 108 | 15 | 15 | 15 | 14 | .. | 1 | |
| 9 to 11 A. M. | 230 | .... | 141 | 40 | 7 | 10 | 8 | .. | 2 | |
| 11 A. M. to 1 P. M. | 1100 | .... | 133 | 50 | 32 | 26 | 12 | .. | 14 | |
| 1 to 2 P. M. | 90 | .... | 33 | 11 | 1 | 13 | 1 | 1 | 11 | |
| 2 to 4 P. M. | 342 | .... | 148 | 28 | 11 | 21 | 8 | 1 | 12 | |
| 4 to 6 P. M. | 525 | .... | 164 | 50 | 9 | 42 | 15 | 1 | 29 | |
| 6 to 8 P. M. | 1018 | .... | 43 | 28 | 13 | 21 | 17 | 1 | 3 | |
| 8 to 11 P. M. | 425 | .... | 11 | 10 | 14 | 33 | 13 | 5 | 15 | |
| Total | 5040 | .... | 835 | 238 | 120 | 207 | 103 | 11 | 96 | |

## EXHIBIT P-5 (Continued).

## MARKET STREET.

### Oct. 6, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| | 935 | 18 | 40 | 5 | 7 | 5 | 2 | 1 | .. | |
| 5 to 7 A M. | 1284 | 14 | 37 | 9 | 44 | 8 | 9 | .. | .. | |
| | 1813 | 38 | 138 | 87 | 64 | 13 | 5 | 2 | 1 | |
| 7 to 9 A. M. | 1418 | 25 | 174 | 71 | 58 | 10 | 11 | .. | .. | |
| | 1000 | 40 | 155 | 131 | 39 | 14 | 6 | .. | 8 | |
| 9 to 11 A. M. | 786 | 23 | 185 | 84 | 33 | 9 | 4 | 1 | 3 | |
| | 1970 | 47 | 50 | 164 | 114 | 12 | 5 | .. | 3 | |
| 11 A. M. to 1 P. M. | 1898 | 24 | 107 | 112 | 102 | 7 | 4 | 1 | 1 | |
| | 700 | 24 | 63 | 69 | 36 | 3 | 1 | 1 | .. | |
| 1 to 2 P. M. | 640 | 14 | 88 | 44 | 42 | 4 | 3 | .. | 4 | |
| | 1230 | 25 | 99 | 52 | 40 | 8 | 4 | 1 | 6 | |
| 2 to 4 P. M. | 1485 | 54 | 235 | 165 | 54 | 11 | 4 | .. | 3 | |
| | 2120 | 57 | 195 | 197 | 52 | 20 | 9 | .. | 1 | |
| 4 to 6 P. M. | 1510 | 30 | 62 | 78 | 45 | 9 | 6 | .. | 4 | |
| | 2390 | 59 | 64 | 110 | 20 | 22 | 11 | .. | 1 | |
| 6 to 8 P. M. | 2540 | 20 | 28 | 42 | 32 | 9 | 6 | 1 | 3 | Two checkers working at this crossing. |
| | 1980 | 52 | 17 | 105 | 6 | 14 | 7 | .. | .. | |
| 8 to 11 P. M. | 2000 | 28 | 13 | 30 | 10 | 10 | 6 | 11 | 1 | |
| Total | 27699 | 592 | 1750 | 1555 | 798 | 188 | 103 | 19 | 39 | |

New Jersey State Library

## EXHIBIT P-5 (Continued).

## BROADWAY.

### Oct. 6, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| 5 to 7 A. M. | 381 | 34 | 18 | 3 | 7 | 12 | 12 | .. | .. | |
| 7 to 9 A. M. | 585 | 68 | 70 | 46 | 23 | 18 | 17 | 3 | .. | |
| 9 to 11 A. M. | 513 | 68 | 68 | 51 | 9 | 14 | 8 | 1 | 4 | |
| 11 A. M. to 1 P. M. | 760 | 70 | 60 | 71 | 22 | 11 | 9 | .. | 2 | |
| 1 to 2 P. M. | 324 | 34 | 23 | 29 | 9 | 6 | 4 | 1 | 1 | |
| 2 to 4 P. M. | 780 | 80 | 38 | 81 | 11 | 9 | 9 | 1 | .. | |
| 4 to 6 P. M. | 990 | 81 | 62 | 82 | 21 | 15 | 13 | .. | 2 | |
| 6 to 8 P. M. | 1470 | 72 | 17 | 39 | 13 | 17 | 19 | 1 | .. | |
| 8 to 11 P. M. | 1363 | 90 | 8 | 31 | 4 | 14 | 13 | 2 | .. | |
| Total | 7166 | 597 | 364 | 433 | 119 | 116 | 104 | 9 | 9 | |

EXHIBIT P-5 (Continued).

RIVER STREET.

Oct. 6, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| 5 to 7 A. M. | 1273 | 15 | 53 | 6 | 39 | 13 | 12 | 1 | .. | |
| 7 to 9 A. M. | 822 | 27 | 120 | 43 | 44 | 13 | 16 | 2 | 1 | |
| 9 to 11 A. M. | 310 | 26 | 179 | 52 | 22 | 15 | 8 | 1 | 12 | |
| 11 A. M. to 1 P. M. | 1138 | 25 | 151 | 45 | 70 | 16 | 11 | .. | 5 | |
| 1 to 2 P. M. | 224 | 13 | 62 | 18 | 3 | 7 | 3 | 1 | 4 | |
| 2 to 4 P. M. | 390 | 27 | 186 | 74 | 23 | 14 | 8 | 1 | 14 | |
| 4 to 6 P. M. | 590 | 25 | 194 | 42 | 46 | 17 | 15 | 2 | 2 | |
| 6 to 8 P. M. | 1520 | 36 | 63 | 33 | 41 | 20 | 20 | 1 | .. | |
| 8 to 11 P. M. | 590 | 31 | 9 | 24 | 10 | 14 | 13 | 2 | .. | |
| Total | 6857 | 225 | 1017 | 337 | 298 | 129 | 106 | 11 | 38 | |

EXHIBIT P-6.

SUMMARY.

Oct. 7, 1913.

Between hours of 5 A. M. and 11 P. M.

| Location | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| Market St. | 24220 | 562 | 1734 | 1205 | 623 | 196 | 104 | 9 | 46 |
| River St. | 6932 | 212 | 906 | 291 | 269 | 141 | 104 | 11 | 36 |
| Total | 31152 | 774 | 2640 | 1496 | 893 | 337 | 208 | 20 | 82 |

## EXHIBIT P-6 (Continued).

## MARKET STREET.

### Oct. 7, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| | 1329 | 12 | 70 | 17 | 50 | 13 | 8 | .. | 5 | |
| 5 to 7 A. M. | 925 | 15 | 46 | 5 | 13 | 12 | 2 | 2 | 5 | |
| | 1580 | 41 | 163 | 81 | 41 | 12 | 5 | 1 | 1 | |
| 7 to 9 A. M. | 1176 | 23 | 155 | 50 | 58 | 12 | 13 | .. | .. | |
| | 815 | 39 | 175 | 108 | 24 | 11 | 5 | .. | 2 | |
| 9 to 11 A. M. | 917 | 26 | 158 | 106 | 27 | 4 | 5 | .. | 1 | |
| | 1720 | 40 | 104 | 136 | 63 | 13 | 5 | 1 | 1 | |
| 11 A. M. to 1 P. M. | 2041 | 24 | 139 | 95 | 80 | 5 | 3 | 2 | 4 | |
| | 710 | 22 | 74 | 68 | 24 | 4 | 1 | .. | 2 | |
| 1 to 2 P. M. | 612 | 15 | 61 | 42 | 27 | 3 | 2 | .. | .. | |
| | 1080 | 25 | 89 | 44 | 39 | 9 | 3 | .. | 6 | |
| 2 to 4 P. M. | 1040 | 52 | 191 | 123 | 43 | 14 | 9 | .. | 3 | |
| | 1565 | 25 | 58 | 40 | 45 | 11 | 4 | 2 | 5 | |
| 4 to 6 P. M. | 1745 | 57 | 166 | 155 | 41 | 15 | 5 | .. | 2 | |
| | 2570 | 25 | 21 | 15 | 24 | 11 | 11 | .. | 4 | |
| 6 to 8 P. M. | 1945 | 48 | 45 | 58 | 18 | 23 | 11 | .. | 1 | Two checkers working at this crossing. |
| | 1240 | 48 | 8 | 40 | 4 | 14 | 6 | .. | 1 | |
| 8 to 11 P. M. | 1210 | 25 | 11 | 22 | 2 | 10 | 6 | 1 | 3 | |
| Total | 24220 | 562 | 1734 | 1205 | 623 | 196 | 104 | 9 | 46 | |

## EXHIBIT P-6 (Continued)

### RIVER STREET.

### Oct. 7, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| 5 to 7 A. M. | 1248 | 15 | 77 | 5 | 37 | 16 | 11 | 1 | 9 | |
| 7 to 9 A. M. | 779 | 25 | 142 | 35 | 37 | 23 | 17 | 1 | 5 | |
| 9 to 11 A. M. | 316 | 25 | 149 | 43 | 9 | 16 | 9 | .. | 10 | |
| 11 A. M. to 1 P. M. | 1081 | 21 | 137 | 57 | 60 | 12 | 12 | 1 | 1 | |
| 1 to 2 P. M. | 178 | 10 | 58 | 23 | 8 | 4 | 2 | .. | 2 | |
| 2 to 4 P. M. | 410 | 28 | 154 | 56 | 40 | 17 | 8 | 1 | 8 | |
| 4 to 6 P. M. | 850 | 30 | 153 | 36 | 43 | 15 | 11 | 5 | 1 | |
| 6 to 8 P. M. | 1580 | 29 | 30 | 17 | 31 | 24 | 23 | .. | .. | |
| 8 to 11 P. M. | 490 | 29 | 6 | 19 | 4 | 14 | 11 | 2 | .. | |
| Total | 6932 | 212 | 906 | 291 | 269 | 141 | 104 | 11 | 36 | |

EXHIBIT P-7.

Marked, afterwards excluded (see p. 77).

EXHIBITS P-8 to P-32.

Counts at Market street—summarized in P-4, P-5 and P-6

EXHIBIT P-33.

ERIE RAILROAD GRADE CROSSING.

Report of Traffic Inspector

April 8, 1913.

Keen Street Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | 36 |
| Trains westbound | 18 |
| Automobiles | 11 |
| Wagons | 65 |
| Pedestrians | 531 |

April 9, 1913.

Warren Street Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | 32 |
| Trains westbound | 21 |
| Automobiles | 18 |
| Wagons | 46 |
| Pedestrians | 560 |

April 7, 1913.

Franklin Street Crossing—from 6 A. M. to 12.30 P. M.

| | |
|---|---|
| Trains eastbound | 38 |
| Westbound | 23 |
| Automobiles | 6 |
| Wagons | 43 |
| Pedestrians | 582 |

April 10, 1913.

Fifth Avenue Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | 33 |
| Trains westbound | 28 |
| Automobiles | 21 |
| Wagons | 111 |
| Pedestrians | 568 |

Inspector—John Flynn.

## EXHIBIT P-34.

## ERIE RAILROAD GRADE CROSSING.

Report of Traffic Inspector.

March 22, 1913.

Madison Ave. Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | 18 |
| Trains westbound | 12 |
| Automobiles | 84 |
| Wagons | 222 |
| Pedestrians | 857 |

March 24, 1913.

Straight St. Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | 37 |
| Trains westbound | 34 |
| Automobiles | 39 |
| Wagons | 115 |
| Pedestrians | 1377 |

March 25, 1913.

Clay St. Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | 41 |
| Trains westbound | 32 |
| Automobiles | 33 |
| Wagons | 174 |
| Pedestrians | 1650 |

March 26, 1913.

Cedar St. Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | 33 |
| Trains westbound | 35 |
| Automobiles | 16 |
| Wagons | 251 |
| Pedestrians | 1807 |

March 28, 1913.

Market St. Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | |
| Trains westbound | |
| Automobiles | 415 |
| Wagons | 942 |
| Pedestrians | |

*Exhibit P-34.*

March 29, 1913.

Ellison St. Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | 41 |
| Trains westbound | 17 |
| Automobiles | 55 |
| Wagons | 337 |
| Pedestrians | 1830 |

March 31, 1913.

Van Houten St. Crossing—from 6 A. M. to 12.30 P. M.

| | |
|---|---|
| Trains eastbound | 29 |
| Trains westbound | 17 |
| Automobiles | 105 |
| Wagons | 248 |
| Pedestrians | 1862 |

April 1, 1913.

Broadway Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | 27 |
| Trains westbound | 15 |
| Automobiles | 144 |
| Wagons | 184 |
| Pedestrians | 3112 |

April 2, 1913.

Fair St. Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | 28 |
| Trains westbound | 17 |
| Automobiles | 24 |
| Wagons | 93 |
| Pedestrians | 729 |

April 3, 1913.

Hamilton Ave. Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | 26 |
| Trains westbound | 16 |
| Automobiles | 226 |
| Pedestrians | 1464 |

*Exhibit P-35.*

April 4, 1913.

River St. Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | 32 |
| Trains westbound | 21 |
| Automobiles | 132 |
| Wagons | 292 |
| Trolley Cars | 77 |
| " " Passengers | 970 |
| Pedestrians | 4706 |

April 5, 1913.

Lafayette St. Crossing—from 6 A. M. to 12.30 P. M.:

| | |
|---|---|
| Trains eastbound | 31 |
| Trains westbound | 12 |
| Automobiles | 18 |
| Wagons | 188 |
| Pedestrians | 2440 |

Inspector—Wm. Dunlevy.

## EXHIBIT P-35.

## ERIE RAILROAD GRADE CROSSING.

Report of Traffic Inspector.

March 27th, 1913.

Market St. Crossing (West Side)—from 12.30 P. M. to 7. P. M.:

| | |
|---|---|
| Pedestrians | 5318 |

March 28th.

| | |
|---|---|
| Pedestrians | 6076 |

April 7, 1913.

Franklin St. Crossing—12.30 to 7 P. M.:

| | |
|---|---|
| Pedestrians | 606 |
| Automobiles | 1 |
| Wagons | 48 |
| Trains eastbound | 26 |
| Trains westbound | 33 |

*Exhibit P-36.*

April 8, 1913.

Keen St. Crossing—12.30 to 7 P. M.:

| | |
|---|---|
| Pedestrians | 836 |
| Automobiles | 17 |
| Wagons | 66 |
| Trains eastbound | 24 |
| Trains westbound | 35 |

April 9, 1913.

Warren St. Crossing—12.30 to 7 P. M.:

| | |
|---|---|
| Pedestrians | 960 |
| Automobiles | 30 |
| Wagons | 69 |
| Trains eastbound | 25 |
| Trains westbound | 32 |

April 10, 1913.

Fifth Ave. Crossing—12.30 to 7 P. M.:

| | |
|---|---|
| Pedestrians | 766 |
| Automobiles | 17 |
| Wagons | 85 |
| Trains eastbound | 26 |
| Trains westbound | 37 |

Inspector—M. J. O'Rourke.

EXHIBIT P-36.

ERIE RAILROAD GRADE CROSSING.

Report of Traffic Inspector.

March 22, 1913.

Madison Ave. Crossing—from 12.30 to 7. P. M.:

| | |
|---|---|
| Trains eastbound | 20 |
| Trains westbound | 23 |
| Automobiles | 152 |
| Wagons | 259 |
| Pedestrians | 1291 |

*Exhibit P-36.*

March 24, 1913.

| | |
|---|---|
| Straight St. Crossing—from 12.30 to 7 P. M.: | |
| Trains eastbound | 38 |
| Trains westbound | 44 |
| Automobiles | 51 |
| Wagons | 107 |
| Pedestrians | 1111 |

March 25, 1913.

| | |
|---|---|
| Clay St. Crossing—from 12.30 to 7 P. M.: | |
| Trains eastbound | 42 |
| Trains westbound | 44 |
| Automobiles | 18 |
| Wagons | 140 |
| Pedestrians | 1594 |

March 26, 1913.

| | |
|---|---|
| Cedar St. Crossing—from 12.30 to 7 P. M.: | |
| Trains eastbound | 38 |
| Trains westbound | 40 |
| Automobiles | 10 |
| Wagons | 176 |
| Pedestrians | 1344 |

March 28, 1913.

| | |
|---|---|
| Market St. Crossing—from 12.30 to 7 P. M.: | |
| Trains eastbound | |
| Trains westbound | |
| Automobiles | 636 |
| Wagons | 905 |
| Pedestrians | |

March 29, 1913.

| | |
|---|---|
| Ellison St. Crossing—from 12.30 to 7 P. M.: | |
| Trains eastbound | 24 |
| Trains westbound | 33 |
| Automobiles | 27 |
| Wagons | 187 |
| Pedestrians | 1992 |

*Exhibit P-36.*

March 31, 1913.

Van Houten St. Crossing—from 12.30 to 7 P. M.:

| | |
|---|---|
| Trains eastbound | 22 |
| Trains westbound | 29 |
| Automobiles | 168 |
| Wagons | 202 |
| Pedestrians | 1546 |

April 1, 1913.

Broadway Crossing—from 12.30 to 7 P. M.:

| | |
|---|---|
| Trains eastbound | 24 |
| Trains westbound | 31 |
| Automobiles | 144 |
| Wagons | 161 |
| Pedestrians | 3069 |

April 2, 1913.

Fair St. Crossing—from 12.30 P. M. to 7 P. M.:

| | |
|---|---|
| Trains eastbound | 19 |
| Trains westbound | 24 |
| Automobiles | 23 |
| Wagons | 68 |
| Pedestrians | 637 |

April 3, 1913.

Hamilton Ave. Crossing—from 12.30 to 7 P. M.:

| | |
|---|---|
| Trains eastbound | 19 |
| Trains westbound | 29 |
| Automobiles | 68 |
| Wagons | 207 |
| Pedestrians | 1794 |

April 4, 1913.

River St. Crossing—from 12.30 to 7 P. M.:

| | |
|---|---|
| Trains eastbound | 23 |
| Trains westbound | 32 |
| Automobiles | 147 |
| Wagons | 464 |
| Trolley cars | 78 |
| Trolley cars—passengers | 1591 |
| Pedestrians | 6207 |

*Exhibit P-36.*

April 5, 1913.

Lafayette St. Crossing—from 12.30 to 7 P. M.:

| | |
|---|---|
| Trains eastbound | 20 |
| Trains westbound | 23 |
| Automobiles | 17 |
| Wagons | 139 |
| Pedestrians | 2171 |

Inspector—John Kane.

Thursday March 27, 1913.

From 12.30 to 7 P. M.:

Amount of people that crossed The Erie Railroad Crossing on west side of Market Street ..... 5318

Friday March 28, 1913.

Amount of people that crossed The Erie Railroad Crossing on West Side of Market Street ..... 6076

April 7, 1913.

Franklin St., Crossing Erie Railroad:

606 People
1 Automobile
48 Wagons
26 Trains Coming East From 12.30 to 7 P. M.
33 Trains Going West

April 8, 1913.

Keen St., Crossing Erie Railroad:

836 People
17 Automobiles
66 Wagons From 12.30 to 7 P. M.
24 Trains Coming East
35 Trains Going West

April 9, 1913.

Warren St., Crossing Erie Railroad:

960 People
30 Autoes
69 Wagons
25 Trains Coming East From 12.30 to 7 P. M.
32 Trains Going West

*Exhibit P-36.*

April 10, 1913.

5th Avenue Crossing, Erie Railroad:
766 People
17 Autos
85 Wagons From 12.30 to 7 P. M.
26 Trains Coming East
37 Trains Going West
Michael J. O'Rourke.

Monday April 7, 1913.

Franklin St. Crossing:
606 People Crossed
1 Automobile
48 Wagons
26 Trains Coming East
33 Trains Going West

Tuesday, April 8, 1913.

Keen St. Crossing:
836 People Crossed
17 Automobiles
66 Wagons
24 Trains Coming East
35 Trains Going West

Wednesday April 9, 1913.

Warren St. Crossing:
960 People Crossed
30 Autos
69 Wagons
25 Trains Coming East
32 Trains Going West
Michael J. O'Rourke.

Thursday April 10, 1913.

5th Avenue Crossing:
766 People Crossed
17 Autos
85 Wagons

5th Avenue Crossing—(Continued).
26 Trains Coming East
32 Trains Going West
M. J. O'Rourke
Report
From 12.30 to 7 P. M.

EXHIBIT P-36½.

Counts at Clay street—summarized in P-4, P-5 and P-6.

EXHIBIT P-37.

Counts at Market street—summarized in P-4, P-5 and P-6.

EXHIBIT P-38.

Counts at Broadway—summarized in P-4, P-5 and P-6.

EXHIBIT P-39.

Counts at River street—summarized in P-4, P-5 and P-6.

EXHIBIT P-40.

Blue print entitled "Map showing grade crossings of the Erie R. R. October 1913, H. J. Harder, C. E."

EXHIBIT P-41.

Blue print entitled "City of Paterson, N. J., H. J. Harder, C. E. 1913."

*Exhibit P-42.*

## EXHIBIT P-42. VALUATIONS.

### Sheet No. 1—Map 90, Ward 11.

### Block bounded by Railway, Crooks, Wabash and Knickerbocker Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Railway Avenue | | | | |
| 307-311 | H. Tries | $1,600 | $2,000 | $3,600 |
| 305-306 | Maud J. Allen | 600 | | 600 |
| 300-304 | I. N. Miller | 1,600 | | 1,600 |
| Crooks Ave. | | | | |
| 245-251 | U. S. Varnished Tile Co. | 1,200 | 18,500 | 19,700 |
| 253-259 | Realty & Commercial Co. | 1,000 | | 1,000 |
| Wabash Ave. | | | | |
| 376-382 | Realty & Commercial Co. | 600 | | 600 |
| Knickerbocker Ave. | | | | |
| 246-248 | U. S. Varnished Tile Co. | 400 | | 400 |
| 250-252 | Est. Sarah Hewes | 400 | 1,200 | 1,600 |
| 254-264 | Realty & Commercial Co. | 900 | | 900 |

### Sheet No. 2—Map 90, Ward 11.

### Block bounded by Railway, Knickerbocker, Lake and Dundee Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Railway Avenue | | | | |
| 295 | I. N. Miller | $ 400 | $2,300 | $2,700 |
| 288-294 | Margaret B. Miller | 2,150 | 1,000 | 3,150 |
| 284-287 | Charles Handscheck | 1,250 | 450 | 1,700 |
| Dundee Ave. | | | | |
| 26-28 | Mrs. Lena Funk | 400 | 1,500 | 1,900 |
| Lake Ave. | | | | |
| 2-8 | J. H. Kuhn | 1,050 | 1,400 | 2,450 |
| 10-12 | C. T. Dumotz | 500 | 1,400 | 1,900 |
| 14-16 | Esther A. Meeker | 500 | 1,250 | 1,750 |
| 18-24 | Margaret B. Miller | 1,050 | 3,000 | 4,050 |

### Sheet No. 3—Map 90, Ward 11.

### Block bounded by Railway, Dundee, Lehigh and Buffalo Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Railway Avenue | | | | |
| 268-273 | Bamford Brothers | $1,380 | | $1,380 |
| 274-279 | Walter Bamford | 1,350 | | 1,350 |
| Dundee Ave. | | | | |
| 17-27 | Walter Bamford | 1,200 | | 1,200 |
| 29-31 | Realty & Commercial Co. | 400 | | 400 |
| Buffalo Ave. | | | | |
| 232-246 | Bamford Brothers | 1,200 | | 1,200 |
| 248-250 | Realty & Commercial Co. | 300 | | 300 |

*Exhibit P-42.*

## Sheet No. 4—Map 86, Ward 11.

### Block bounded by Railway, Michigan and Pennsylvania Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Penna Ave. | | | | |
| 284-310 | Realty & Commercial Co..... | $1,800 | | $1,800 |
| Michigan Ave. | | | | |
| 136 | Citizens Land Co..... | 150 | | 150 |
| 138 | S. Valentino ..... | 150 | | 150 |
| 140-146 | Citizens Land Co..... | 600 | | 600 |
| Block bounded by Pennsylvania, Michigan, Columbia and Buffalo Avenues. | | | | |
| Pennsylvania Ave. | | | | |
| 283 | Logan Hodge ..... | 200 | | 200 |
| 285 | William Campbell ..... | 200 | | 200 |
| 287 | John Elman ..... | 200 | | 200 |
| 289 | M. I. Subin..... | 200 | | 200 |
| 291-293 | James Brunt ..... | 400 | | 400 |
| 295 | James Feury ..... | 200 | | 200 |
| 297 | E. Balzarett ..... | 200 | $800 | 1,000 |
| 299-307 | Realty & Commercial Co..... | 1,000 | | 1,000 |
| ½-309 | Home Land Co..... | 100 | | 100 |
| ½-309-315 | J. J. O'Neill..... | 700 | 10,000 | 10,700 |
| 317-319 | Realty & Commercial Co..... | 600 | | 600 |
| Buffalo Ave. | | | | |
| 215-229 | Carolyn Nolan ..... | 960 | | 960 |
| Columbia Ave. | | | | |
| 40 | S. D. O'Brien..... | 150 | 900 | 1,050 |
| 42 | Maggie Wood ..... | 150 | | 150 |
| 44-50 | Sarah Bird ..... | 600 | | 600 |
| 52-54 | Jno. Farquhar ..... | 300 | | 300 |
| 56-64 | Realty & Commercial Co..... | 750 | | 750 |
| ½-66 | Home Land Co..... | 75 | | 75 |
| ½-66-72 | J. J. O'Neill ..... | 525 | | 525 |
| 74-76 | Realty & Commercial Co..... | 300 | | 300 |
| Michigan Ave. | | | | |
| 154-156 | Jno. Schoendorf ..... | 350 | 500 | 850 |
| 158 | Emma L. Ensign ..... | 150 | | 150 |
| 160 | Lansing C. Holden..... | 150 | | 150 |
| 162 | Geo. McNeill ..... | 150 | | 150 |
| 164 | W. H. Kirkland ..... | 150 | | 150 |
| 166-168 | Eugenie Lake ..... | 300 | | 300 |

## Sheet No. 5—86, Ward 11.

### Block bounded by Railway, Michigan, Pennsylvanian and Illinois Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Railway Avenue | | | | |
| 220-227 | William Barbour ..... | $1,750 | | $1,750 |
| Michigan Ave. | | | | |
| 129-145 | Paterson Orphan Asylum exempt (Land $1,350) | | | |
| Pennsylvania Ave. | | | | |
| 246-258 | William Barbour ..... | 1,400 | | 1,400 |
| 260 | James Atkinson ..... | 200 | | 200 |

*Exhibit P-42.*

## Sheet No. 6—Map 86, Ward 11.

### Block bounded by Railway, Illinois, Florida and Pennsylvania Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Railway Ave. | | | | |
| 204-¾-210 | J. C., Hob. & Pat. St. Ry. Co.. | $1,620 | $16,000 | $17,620 |
| ¼-210-215 | Henry Gordon ..... | 1,250 | | 1,250 |
| Florida Ave. | | | | |
| 22-28 | Public Service Corp..... | 800 | | 800 |
| Pennsylvania Ave. | | | | |
| 216 to ¾-228 | J. C., Hob. & Pat. St. Ry. Co... | 1,350 | | 1,350 |
| ¼-228-238 | Henry Gordon ..... | 1,050 | | 1,050 |
| Illinois Ave. | | | | |
| 21-23 | Henry Gordon ..... | 320 | | 320 |

## Sheet No. 7—Map 86, Ward 11.

### Block bounded by Railway, Maryland, Florida and Pennsylvania Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Railway Ave. | | | | |
| 188-189 | A. Romaine ..... | $ 500 | | $ 500 |
| 190-194 | P. Montalent ..... | 1,065 | | 1,065 |
| 195-197 | W. B. Knapp ..... | 650 | | 650 |
| 198-199 | Wilhemina & W. B. Knapp..... | 450 | | 450 |
| Florida Ave. | | | | |
| 11-21 | Petrus Montalent ..... | 1,200 | | 1,200 |
| 23-27 | J. J. Hartgen ..... | 600 | | 600 |
| Pennsylvania Ave. | | | | |
| 186-200 | Carrie F. Crane ..... | 1,600 | | 1,600 |
| 202-208 | E. M. Hartegan ..... | 800 | | 800 |
| Maryland Avenue | | | | |
| 18-32 | Petrus Montalent ..... | 1,600 | | 1,600 |
| 34-38 | Carrie F. Crane..... | 600 | | 600 |

## Sheet No. 8—Map 80, Ward 11.

### Block bounded by Railway, Alabama, Pennsylvania and Maryland Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Railway Ave. | | | | |
| 173-176 | William Fulton ..... | $ 750 | | $ 750 |
| 177-180 | C. Verwys ..... | 800 | $1,600 | 2,400 |
| 181-184 | Estate E. T. Bell, Jr..... | 850 | | 850 |
| Alabama Ave. | | | | |
| 12-16 | Alex. McDonald ..... | 450 | | 450 |
| 18-20 | A. Gogler ..... | 330 | 1,000 | 1,330 |
| 22 | B. Abate ..... | 165 | | 165 |
| 24 | F. de Federico ..... | 165 | | 165 |
| 26 | S. Delvicchio ..... | 165 | 200 | 365 |
| 28 | M. Beattie ..... | 165 | 700 | 865 |
| 30 | S. Cielo ..... | 165 | | 165 |
| 32-34 | Erbert Voss ..... | 330 | 300 | 630 |
| 36-38 | Jacob Bom ..... | 330 | 325 | 655 |
| 40-42 | M. Cielo ..... | 330 | | 330 |
| 44-46 | A. Kaslander ..... | 330 | 700 | 1,030 |
| 48 | Est. J. J. Brown..... | 165 | | 165 |
| 50-52 | Hinchliffe Bros. ..... | 330 | | 330 |

*Exhibit P-42.*

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Penna. Ave. | | | | |
| 156-162 | W. F. Hinchcliffe | $600 | | $600 |
| 164 | E. D. Porter | 150 | $1,300 | 1,450 |
| 166 | H. E. Page | 150 | | 150 |
| 168 | F. C. Van Dyk | 150 | | 150 |
| 170-172 | W. B. Reed | 300 | | 300 |
| 174-176 | Est. J. J. Brown | 300 | | 300 |
| 178 | Mrs. Emma Coe | 200 | 1,800 | 2,000 |
| Maryland Ave. | | | | |
| 11 | W. F. Hinchliffe | 200 | | 200 |
| 13-15 | Mrs. Fannie E. McLean | 400 | | 400 |
| 17-19 | T. Di Giacomi | 400 | | 400 |
| 21-23 | Est. J. J. Brown | 400 | | 400 |
| 25 | A. De Capiro | 200 | | 200 |
| 27 | M. De Capiro | 200 | | 200 |
| 29-31 | Jos. Grimshaw | 400 | | 400 |
| 33-35 | Corn'l Houman | 400 | 1,400 | 1,800 |
| 37 | Corn't Houman | 200 | 1,200 | 1,400 |
| 39 | Jno. Griffano | 200 | | 200 |
| 41 | Jno. Lawton | 200 | | 200 |

## Sheet No. 9—Map 80, 11 Ward.

### Block bounded by Railway, Kentucky, Alabama and Pennsylvania Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Railway Ave. | | | | |
| 157-160 | Antonio Botta | $ 850 | $ 300 | $1,150 |
| 161-164 | Bd. of Ch. Erection Fd. | 870 | | 870 |
| 165-168 | William Stillman | 800 | | 800 |
| Alabama Ave. | | | | |
| Fts. 9-11 | Peter Belfi | 330 | 1,100 | 1,430 |
| Fts. 13-15 | G. Perona | 330 | 200 | 530 |
| Ft. 17 | P. J. Flanigan | 165 | 150 | 315 |
| Ft. 19-21 | A. Regelman | 330 | 750 | 1,080 |
| Ft. 23 | Charles Morehead | 165 | | 165 |
| Ft. 25-27 | Eliz. Douglas | 330 | 300 | 630 |
| Fts. 29-31 | L. Van Hook | 330 | 300 | 630 |
| Ft. 33-37 | August Depauw | 600 | 900 | 1,500 |
| Ft. 39 | H. Ingram | 165 | 350 | 515 |
| Ft. 41 | Roger Walker | 165 | 150 | 315 |
| Fts. 43-47 | Jas. Crooks | 495 | | 495 |
| Rears 7-47 | Bd. Ch. Erection Fund | 630 | | 630 |
| Penna. Ave. | | | | |
| 126-132 | Unknown | 600 | | 600 |
| 134-140 | Bd. Ch. Erection Fund | 600 | | 600 |
| 142-148 | Jas. Crooks | 600 | | 600 |
| Kentucky Avenue 16 to 50 and | | | | |
| Rears 52-62 | Bd. Ch. Erection Fund | 2,310 | | 2,310 |
| Fts. 52-62 | Jas. Crooks | 660 | | 660 |

## Sheet No. 10—Map 80, Ward 11.

### Block bounded by Railway, Iowa, Kentucky and Pennsylvania Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Railway Ave. | | | | |
| 142-145 | D. Leslie & Wm. Elliott, Jr. | $ 875 | $8,000 | $8,875 |
| 146-147 | Wm. Elliott | 460 | | 460 |
| 148-149 | P. S. Van Kirk | 450 | | 450 |
| 150-153 | P. S. Van Kirk | 850 | 45,000 | 45,850 |

*Exhibit P-42.*

| | | | | |
|---|---|---|---|---|
| Kentucky Ave. | | | | |
| 9-33 | P. S. Van Kirk | $1,430 | | $1,430 |
| 35-61 | W. B. Gourley & M. Lynch | 1,540 | | 1,540 |
| 63-65 | Albert Vantol | 200 | | 200 |
| Penna. Ave. | | | | |
| 96-106 | W. B. Gourley & M. Lynch | 1,200 | | 1,200 |
| 108 | Frank Amiraux | 200 | | 200 |
| 110 | Annie Doremus | 200 | | 200 |
| 112-118 | Albert Vantol | 800 | $2,600 | 3,400 |
| Iowa Ave. | | | | |
| 20-28 | William Elliott | 550 | | 550 |
| 30-32 | P. S. Van Kirk | 220 | | 220 |
| 34 | Thomas Joyce | 110 | 200 | 310 |
| 36-50 | P. S. Van Kirk | 880 | | 880 |
| 52-66 | W. B. Gourley & M. Lynch | 880 | | 880 |
| 68-78 | J. L. Rusling | 660 | | 660 |

## Sheet No. 11—Map 79, Ward 11.

### Block bounded by Railway, Iowa, Pennsylvania and California Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Railway Ave. | | | | |
| 126-128 | Est. Samuel Nathan | $ 750 | | $ 750 |
| 129 | V. Migliacco | 215 | $ 300 | 515 |
| 130 | Est. J. J. Brown | 210 | | 210 |
| 131-134 | Lauretta Alfano | 890 | | 890 |
| 135-137 | Max Solomon | 675 | 1,300 | 1,975 |
| Iowa Ave. | | | | |
| 11 | F. Migliacco | 110 | | 110 |
| 13-15-17 | N. Festa | 330 | | 330 |
| 19-21 | Jno. Kuyle | 220 | | 220 |
| 23-25 | Wm. Alexander | 220 | | 220 |
| 27-39 | F. C. Van Dyk | 770 | | 770 |
| 41-47 | W. F. Hinchliffe | 440 | | 440 |
| 49 | F. Migliacco | 110 | | 110 |
| 51 | L. Cerignamo | 110 | | 110 |
| 53-57 | Pietro Macaro | 330 | | 330 |
| 59-63 | F. Migliacco | 330 | | 330 |
| 65 | F. Abate | 110 | | 110 |
| 67-73 | N. Rattino | 440 | | 440 |
| 75 | R. Mucci | 110 | | 110 |
| 77 | M. Cielo | 110 | | 110 |
| Penna Ave. | | | | |
| 66 | Jacob Sless | 200 | | 200 |
| 68-70 | N. Binvenite | 400 | | 400 |
| 72 | S. Grossi | 200 | | 200 |
| 74-76 | Realty & Commercial Co. | 400 | | 400 |
| 78-88 | Est. J. N. Terhune | 1,200 | | 1,200 |
| California Ave. | | | | |
| 16 | Hinchliffe Bros. | 165 | | 165 |
| 18-20 | F. Migliacco | 330 | | 330 |
| 22 | C. Virolo | 165 | | 165 |
| 24-26 | Alex. Petkethly | 330 | 800 | 1,130 |
| 28-30 | Wm. Hinchliffe | 330 | | 330 |
| 32-70 | Realty & Commercial Co. | 3,300 | | 3,300 |
| 72 | R. Krapnik | 165 | | 165 |
| 74 | J. Michalowski | 165 | | 165 |
| 76-78 | Mrs. S. Cauwells | 330 | 800 | 1,130 |
| 80-82 | Jacob Sless | 330 | 800 | 1,130 |
| 84 | A. Kamerling | 165 | 50 | 215 |
| 86 | L. Kamerling | 165 | 800 | 965 |
| 88 | Marie Keyser | 165 | | 165 |
| 90-92 | Est. Edo. Kip | 330 | | 330 |

*Exhibit P-42.*

## Sheet No. 12—Map 79, Ward 11.

### Block bounded by Madison, California, Twenty-third Ave., and East 20th Street.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Madison Ave. | | | | |
| 1119-1121 | Standard Realty Co..... | $1,300 | $3,800 | $5,100 |
| 1123-1137 | Realty & Commercial Co..... | 4,000 | | 4,000 |
| 1139-1141 | Wm. Walker ..... | 1,000 | 1,800 | 2,800 |
| 1143 | A. Bingham ..... | 500 | | 500 |
| 1145-1147 | Realty & Commercial Co..... | 1,200 | | 1,200 |
| 1149-1153 | Jno. Congdon ..... | 1,200 | | 1,200 |
| East 20th St. | | | | |
| 180-190 | Realty & Commercial Co..... | 1,200 | | 1,200 |
| California Ave. | | | | |
| 13-25 | Realty & Commercial Co..... | 1,160 | | 1,160 |
| 23rd Avenue | | | | |
| 10 | Henry Goddard ..... | 350 | 700 | 1,050 |
| 12-14 | Fred. Haymes ..... | 700 | 700 | 1,400 |
| 16-18 | Meindet Boon ..... | 700 | 5,000 | 5,700 |
| 20 | Wm. H. Perry ..... | 400 | 1,700 | 2,100 |

## Sheet No. 13—Map 72, 10th Ward.

### Block bounded by Railroad—Madison, Beckwith Avenue and East 19th Street.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Madison Ave. | | | | |
| 1114 | Frank R. Jackson ..... | $ 550 | $3,200 | $3,750 |
| 1116 | Frank McCrane ..... | 500 | 3,200 | 3,700 |
| 1118 | Mrs. B. McCauley ..... | 500 | 3,200 | 3,700 |
| 1120 | B. McCauley & Ellen McCrain.. | 500 | 3,500 | 4,000 |
| 1122 | Jos. Hand ..... | 500 | | 500 |
| 1124 | James Moran ..... | 500 | | 500 |
| 1126 Ellem | Ellen S. Kent ..... | 500 | 2,800 | 3,300 |
| 1128 | Lewellyn Realty Co..... | 500 | | 500 |
| 1130 | Jno. O'Brien ..... | 500 | | 500 |
| 1132-½; 1156 | Colt & Fowler ..... | 6,250 | | 6,250 |
| ½; 1156-1160 | August Ballon ..... | 750 | | 750 |
| Beckwith Ave. | | | | |
| 126-218 | Jos. Phillips ..... | 900 | 2,500 | 3,400 |
| 130 | Mary Storer ..... | 350 | | 350 |
| 132 | Samuel Gore ..... | 350 | | 350 |
| pts. 134-138 | F. R. Jackson ..... | 400 | 1,400 | 1,800 |
| East 19th Street | | | | |
| 1115-1119 | Jno. Gardenier ..... | 1,050 | | 1,050 |
| 1121 | Thos. Shilcock ..... | 350 | | 350 |
| 1123 | Fred. Haymer ..... | 350 | | 350 |
| 1125-1127 | Ellen Malone ..... | 700 | | 700 |
| 1129 | Peter O'Blenis ..... | 350 | 1,500 | 1,850 |
| 1131 | D. C. Hutcheon ..... | 350 | | 350 |
| 1133-½; 1157 | Colt & Fowler ..... | 6,250 | | 6,250 |

*Exhibit P-42.*

## Sheet No. 14—Map 72, Ward 10.

### Block bounded by Beckwith Ave., East 19th and Lewis Sts. and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| East 19th St. | | | | |
| 1106-1108 | Geo. Jackson | $ 700 | $3,500 | $4,200 |
| 1110 | Mary & Annie Hennessey | 350 | 400 | 750 |
| 1112-1114 | Mary Allen | 700 | 500 | 1,200 |
| 1116 | Geo. DeVries | 350 | 1,000 | 1,350 |
| 1118 | Agnes Francis | 350 | 600 | 950 |
| 1120-1146 & fts. 1148-1152 | Colt & Fowler | 8,125 | | 8,125 |
| Beckwith Avenue | | | | |
| 106-108 | Jno. Adamson | 700 | 2,000 | 2,700 |
| 110-112 | Henry Klino | 700 | 2,000 | 2,700 |
| 114-120 | W. H. Taylor | 1,700 | 400 | 2,100 |
| Lewis Street | | | | |
| 225 | C. Sadawiski | 400 | 1,400 | 1,800 |
| 227 | Florence Bros. | 300 | 1,400 | 1,700 |
| 229-231 | Wm. H. Taylor, Est. | 700 | 1,400 | 2,100 |
| 233 | A. H. Taylor | 350 | 800 | 1,150 |
| 235 | Jno. Fries | 350 | 1,000 | 1,350 |
| 237 | W. Luetten | 350 | 600 | 950 |
| 239 | Elina Weston | 350 | 450 | 800 |
| 241 | Michael McElroy | 350 | 600 | 950 |
| 243 | Sarah Jackson | 350 | 700 | 1,050 |
| 245 | Henry Slater | 350 | | 350 |
| 247 | Geo. Jackson | 350 | 2,200 | 2,550 |
| 249-275 | Colt & Fowler | 6,000 | | 6,000 |

## Sheet No. 15—Map 72, Ward 10.

### Block bounded by Railroad, Lewis, Beckwith and Martin Streets.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Lewis Street | | | | |
| 222 | Thomas Coyne | $ 350 | | $ 350 |
| 224 | Gustave Hanziker | 350 | | 350 |
| 226 | Frank R. Jackson | 350 | $1,000 | 1,350 |
| 228 | Frank R. Jackson | 350 | 1,000 | 1,350 |
| 230-232 | James Johnson | 700 | | 700 |
| 234 | Lizzie Hyde | 350 | 600 | 950 |
| 236-268 | Colt & Fowler | 8,000 | | 8,000 |
| Beckwith Ave. | | | | |
| 86-92 | Corn'l Gallagher | 1,800 | 5,000 | 6,800 |
| 94-100 | B. Lockwood | 1,800 | | 1,800 |
| Martin Street | | | | |
| 213 | Peter Brett | 350 | 1,200 | 1,550 |
| 215 | Lizzie Van Riper | 350 | 800 | 1,150 |
| 217 | Margaret McTighe | 350 | 1,200 | 1,550 |
| 219 | Thomas McTighe | 350 | | 350 |
| 221 | Jane Mahaffey | 350 | | 350 |
| 223-225 | Jane Welsh | 700 | 600 | 1,300 |
| 227 | Timothy Draddy | 350 | | 350 |
| 229-231 | Richard Town | 700 | 3,200 | 3,900 |
| 233-259 | Colt & Fowler | 5,250 | | 5,250 |

*Exhibit P-42.*

## Sheet No. 16—Map 72, Ward 10.

### Block bounded by Martin and Gray Sts., Beckwith Avenue and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Beckwith Ave. | | | | |
| 66-80 | Colt & Fowler | $4,100 | | $4,100 |
| Martin Street | | | | |
| 206-252 | Colt & Fowler | 12,000 | | 12,000 |
| Gray Street | | | | |
| 157-203 | Colt & Fowler | 11,500 | | 11,500 |

## Sheet No. 17—Map 72, Ward 10.

### Block bounded by Gray Street, Oregon Avenue and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Gray Street | | | | |
| 168-196 | Hubbard Lumber Co | $7,000 | | $7,000 |
| Oregon Avenue | | | | |
| 2-12 | Hubbard Lumber Co | 7,850 | | 7,850 |
| 14-18 | Gulf Refining Co | 3,500 | $4,000 | 7,500 |
| 20-38 | Hubbard Estate | 9,250 | 500 | 9,750 |
| East Railway Ave. | | | | |
| Property of Erie Railroad Company assessed as second class by State (96 lots in plot). | | | | |

## Sheet No. 18—Map 72, Ward 10.

### Block bounded by Beech, Madison, Straight and Clay Streets.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Clay Street | | | | |
| 188-196 | James Wilson | $4,100 | | $4,100 |
| 198 | Katz Bros. | 800 | $1,600 | 2,400 |
| 204 | Jos. C. Hall | 900 | | 900 |
| 206 | A. Van Houten | 800 | | 800 |
| 208 | Catherine P. Van Houten | 800 | | 800 |
| 210-216 | Hamilton Lumber Co | 3,200 | 1,500 | 4,700 |
| 218 | James H. White | 800 | 2,200 | 3,000 |
| Madison Street | | | | |
| 217-221 | Jos. C. Hall | 1,300 | | 1,300 |
| 218-222 | James Wilson | 1,200 | | 1,200 |
| Beech Street | | | | |
| 212-216 | Hamilton Lumber Co | 1,300 | | 1,300 |

## Sheet No. 19—Map 63, 9th Ward.

### Block bounded by Clay, Straight and Cedar Streets and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Straight St. | | | | |
| 410-446 | McNab & Harlin Mfg. Co | $28,700 | $128,000 | $156,700 |
| 448-478 | Dexter, Lambert & Co | 18,000 | 30,000 | 48,000 |
| Block bounded by Straight, Bond, Madison and Clay Streets. | | | | |
| Straight St. | | | | |
| 445-477 | Dexter, Lambert & Co | 16,500 | 34,800 | 51,300 |

*Exhibit P-42.*

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Bond Street | | | | |
| 28-36 | Catholina Lambert | $3,600 | $3,000 | $6,600 |
| Madison St. | | | | |
| 178-204 | Dexter, Lambert & Co | 11,500 | 4,000 | 15,500 |
| Block bounded by Cedar, Madison, Bond and Straight Streets. | | | | |
| Straight St. | | | | |
| 409-411 | Sophie Parkin | 2,800 | 3,000 | 5,800 |
| 413 | Est. Sheehan | 1,200 | 2,000 | 3,200 |
| 415 | Jos. Curtin | 1,200 | 2,200 | 3,400 |
| 417-419 | Jno. Malin | 2,400 | 3,100 | 5,500 |
| 421-423 | McNab & Harlin Mfg. Co | 2,400 | 2,200 | 4,600 |
| 425-427 | Wm. Malia | 2,400 | 1,200 | 3,600 |
| 429 | C. Vreeland | 1,200 | 1,000 | 2,200 |
| 431 | Bernard Ipp | 1,200 | 3,500 | 4,700 |
| 433 | Louis Mai | 1,200 | 1,800 | 3,000 |
| 435-439 | McNab & Harlin Mfg. Co | 3,900 | 14,500 | 18,400 |
| Cedar St. | | | | |
| 40 | Annie Dressendorfer | 900 | 1,300 | 2,200 |
| 42 | Jos. Farrell | 900 | 600 | 1,500 |
| 44-46 | Est. McGarrity | 2,000 | 3,300 | 5,300 |
| Bond St. | | | | |
| 29-35 | Hamilton P. & D. Co | 2,600 | 5,000 | 7,600 |
| Block bounded by Madison, Cedar, Bond and Straight Streets. | | | | |
| Madison St. | | | | |
| 144 | Estate Fields | 1,000 | 1,200 | 2,200 |
| 146 | Mrs. Farley | 1,000 | 1,800 | 2,800 |
| 148 | Estate Donaldson | 1,000 | 1,000 | 2,000 |
| 150 | James Curley, Sr. | 1,000 | 1,400 | 2,400 |
| 152 | Francis Herold | 1,000 | 400 | 1,400 |
| 154 | Francesco Sisto | 1,000 | 1,600 | 2,600 |
| 156 | Jno. Lawton | 1,000 | 2,000 | 3,000 |
| 158 | Pierre Castilliny | 1,000 | 2,200 | 3,200 |
| 160 | Mrs. Annie Frier | 1,000 | 1,400 | 2,400 |

## Sheet No. 20—Map 57, 9th Ward.

### Block bounded by Cedar, Essex, Straight Streets and Ramapo Avenue.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Straight St. | | | | |
| 340-346 | Jno. Royle & Sons | $11,000 | $45,000 | $56,000 |
| 348 | Est. Latham | 2,300 | 2,000 | 4,300 |
| 350 | Geo. Cornet | 2,300 | 3,000 | 5,300 |
| 352-358 | Mary J. Hopper | 9,200 | 10,000 | 19,200 |
| 360-384 | McNab & Harlin Mfg. Co | 29,900 | 66,000 | 95,900 |
| 386-388 | Benj. Eastwood Co | 4,600 | 11,000 | 15,600 |
| 390-392 | Sam'l Nathan | 4,600 | 2,500 | 7,100 |
| 394-402 | Pat. B. & M. Co | 12,500 | 20,000 | 32,500 |
| Ramapo Ave. | | | | |
| 43 | Est. Latham | 1,200 | 2,300 | 3,500 |
| Block bounded by Straight, Oak, Madison and Cedar Streets. | | | | |
| Straight St. | | | | |
| 373 | A. Valtz | 1,800 | 2,000 | 3,800 |
| 375 | Thos. W. Yule | 1,500 | 2,500 | 4,000 |
| 377 | M. A. O'Connor | 1,500 | 1,600 | 3,100 |
| 379 | Sam'l Coapland | 1,500 | 1,600 | 3,100 |
| 381 | Mrs. Cullen | 1,500 | 1,900 | 3,400 |
| 383 | F. Spitzziere | 1,500 | 1,800 | 3,300 |
| 385 | Jos. Venola | 1,500 | 900 | 2,400 |

*Exhibit P-42.*

| | | | | |
|---|---|---|---|---|
| 387 | Mary Leonard | $1,500 | $1,500 | $3,000 |
| 389 | John Tallia | 1,500 | 800 | 2.300 |
| 391 | Jno. Bollochweiler | 1,500 | 2,000 | 3,500 |
| 393 | McMahon & Elvin | 1,500 | 2,500 | 4,000 |
| 395-397 | Est. Taylor | 2,640 | 2,000 | 4.640 |
| 399-401 | Greton Leers | 3,360 | 2,600 | 5,960 |
| 403 | Est. Taylor | 1,800 | 3,500 | 5,300 |
| Cedar St. | | | | |
| 39-41 | Ed. J. Delaney | 1,600 | 3,500 | 5,100 |
| 43-45 | Wm. D. Adam | 1,800 | 4,000 | 5,800 |
| Madison St. | | | | |
| 100-102 | Est. Gibbin | 2,300 | 2,800 | 5,100 |
| 104 | Margaret Hoxey | 1,000 | 1,500 | 2,500 |
| 106 | Mrs. T. Shore | 1,000 | 1,600 | 2,600 |
| 108 | Gust. Levy | 1,000 | 1,800 | 2,800 |
| 110 | Chas. Shaw | 1,000 | 2,200 | 3,200 |
| 112 | Sam'l O'Hara | 1,000 | 4,000 | 5,000 |
| 114 | M. Byrne | 1,000 | 4,000 | 5 000 |
| 116 | Est. Jas. Ryan | 1,000 | 1,500 | 2,500 |
| 118 | Jno. Lawton | 1,000 | 1,800 | 2,800 |
| 120 | Est. Jno. Wrigley | 1,000 | 200 | 1,200 |
| 122 | Alice Wrigley | 1,000 | 2,300 | 3,300 |
| 124 | Annie Devoe | 1,000 | 600 | 1,600 |

## Sheet No. 20, continued—Map 57, 9th Ward.

## Block bounded by Straight, Madison, Essex and Oak Streets.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Essex St. | | | | |
| 30 | Mary Hauschkel | $ 900 | $3,000 | $3,900 |
| 32 | A. S. Lowery | 900 | 3,300 | 4,200 |
| 34 | Est. Eberding | 900 | 3,500 | 4,400 |
| 36 | Mrs. M. Beardsley | 1,200 | 4,500 | 5,700 |
| Straight St. | | | | |
| 337-343 | Jno. Yule, Jr. | 6,400 | 25,000 | 31,400 |
| 345 | Jno. Yule, Jr. | 1,500 | 2,200 | 3,700 |
| 347 | Emma R. Cundell | 1,500 | 2,400 | 3,900 |
| 349-353 | Est. Stadlet | 4,500 | 7,900 | 12,500 |
| 355 | Geo. Sohnle | 1,500 | 3,400 | 4.900 |
| 357-359 | Patrick Coughlan | 3,000 | 2,000 | 5,000 |
| 361 | Est. B. Eastwood | 1,500 | | 1,500 |
| 363 | Arthur Reilly | 1,500 | 1,500 | 3,000 |
| 365-367 | Walter Welle | 3,300 | 3,200 | 6,500 |
| Madison St. | | | | |
| 72 | Est. Perrins | 1,000 | 4,000 | 5,000 |
| 74 | Komer Van Dien, Sr. | 1,000 | 1,400 | 2,400 |
| 76-78 | Est. Teal | 2,000 | 1,800 | 3 800 |
| 80 | Est. Bustard | 1,000 | 800 | 1,800 |
| 82 | Mary Perrins | 1,000 | 3,000 | 4,000 |
| 84 | Thos. Rigg | 1,000 | 1,800 | 2.800 |
| 86 | Est. Cogan | 1,000 | 5,000 | 6 000 |
| 88 | Est. Latham | 1,000 | 2,600 | 3,600 |
| 92-94 | Mrs. H. Welle | 2,300 | 4,000 | 6,300 |
| 90 | Nellie Hewitt | 1,000 | 2,600 | 3,600 |

*Exhibit P-42.*

## Sheet No. 21—Map 52, 9th Ward.

### Block bounded by Essex, Straight and Market Streets and Ramapo Avenue.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Straight St. | | | | |
| 276 | George Cornet | $2,000 | $4,000 | $6,000 |
| 278-280 | Jno. Feeney | 3,000 | 3,600 | 6,600 |
| 282-284 | Carroll Estate | 3,000 | 3,000 | 6,000 |
| 286 | Louis Botta | 1,500 | 5,000 | 6,500 |
| 288 | Jno. Graglia | 1,500 | 7,000 | 8,500 |
| 290 | U. Botta | 1,500 | 3,500 | 5,000 |
| 292 | M. V. Scanlon | 1,500 | 800 | 2,300 |
| 294 | Wm. T. Suttle | 1,500 | 2,200 | 3,700 |
| 296-298 | Rocco Siena | 3,000 | 4,200 | 7,200 |
| 300-322 | Estate B. Eastwood | 18,000 | 50,000 | 68,000 |
| 324 | Mrs. M. Mennell | 1,500 | 2,000 | 3,500 |
| 326 | Abram Ackerman | 1,500 | 1,500 | 3,000 |
| 328-332 | Pat. B. & N. Co. | 4,000 | 3,500 | 7,500 |
| Market St. | | | | |
| 278 | Henry Bremkamp | 3,500 | 3,500 | 7,000 |
| 280 | Adolph Moser | 3,500 | 2,500 | 6,000 |
| 282 | Est. Rabinwitz | 3,800 | 2,500 | 6,300 |
| 284 | Rachael Rabinwitz | 4,500 | 2,500 | 7,000 |
| 286 | Peter DeBrown | 6,000 | 8,000 | 14,000 |
| Ramapo Ave. | | | | |
| 1-3 | James Bell Land Co. | 12,000 | 20,000 | 32,000 |
| 4 | Sophie Parkin | 1,700 | 2,500 | 4,200 |
| 5 | Estate Walder | 3,000 | | 3,000 |
| 6 | H. Frudenthal | 2,000 | 2,500 | 4,500 |
| 7 | Mary Cogan | 1,500 | 2,800 | 4,300 |
| 8 | Standard Realty Co. | 1,500 | 1,800 | 3,300 |
| 9 | Jno. M. Kipp. | 1,600 | 1,000 | 2,600 |
| 10-11 | Estate Carroll | 2,800 | 9,000 | 11,800 |
| 12 | Chas. A. Shilling | 1,000 | 1,600 | 2,600 |
| 13 | E. Weisner | 1,100 | 2,800 | 3,900 |
| 14 | A. Trapasco | 1,000 | 900 | 1,900 |
| 15 | Henry Smith | 1,000 | 1,000 | 2,000 |
| 16 | D. Vitale | 1,000 | 1,800 | 2,800 |
| 17 | August Koch | 1,000 | 1,600 | 2,600 |
| 18 | S. & J. Eastwood. | 900 | 2,000 | 2,900 |
| 19-35 | Est. B. Eastwood | 15,500 | 56,500 | 72,000 |

## Sheet No. 21—Map 52, 9th Ward.

### Block bounded by Straight, Morton, Madison and Essex Streets.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Straight St. | | | | |
| 301-307 | Est. Wm. Devoe | $6,500 | $6,500 | $13,000 |
| 309 | Bamford Bros. | 1,500 | 3,000 | 4,500 |
| 311 | G. Parrotto | 1,500 | 1,200 | 2,700 |
| 313 | Katz Bros. | 1,500 | | 1,500 |
| 315 | Cons. Brewing Co. | 1,500 | 3,000 | 4,500 |
| 317 | Mrs. J. Knipper | 1,500 | 1,700 | 3,200 |
| 319 | Louis Spetgang | 1,500 | 1,600 | 3,100 |
| 321 | Agnes Blixt | 1,500 | 2,000 | 3,500 |
| 323 | Bamford Bros. | 1,500 | 1,000 | 2,500 |
| 325-327 | Bushman Land Co. | 3,000 | 5,000 | 8,000 |
| 329 | Vincent Brnera | 1,400 | 1,400 | 2,800 |
| 331 | Jessie Anderson | 1,500 | 4,500 | 6,000 |

*Exhibit P-42.*

| | | | | |
|---|---|---|---|---|
| Essex St. | | | | |
| 27 | Stephen Zircarelli | $600 | $1,500 | $2,100 |
| 29 | Bushman Land Co | 900 | 1,800 | 2,700 |
| 31-33 | Frank Fasano | 1,800 | 3,500 | 5,300 |
| 35 | Chesnof & Sachs | 1,200 | 3,500 | 4,700 |
| Madison St. | | | | |
| 36-50 | Bamford Bros. | 8,000 | 35,000 | 43,000 |
| Morton St. | | | | |
| 10-16 | Bamford Bros. | 4,000 | 3,000 | 7,000 |
| Block bounded by Market, Madison, Morton and Straight Streets. | | | | |
| Market St. | | | | |
| 292-294 | William McAllister | 4,500 | 5,500 | 10,000 |
| 296-298 | Jane B. McGrogan | 4,400 | 12,000 | 16,400 |
| 300 | Samuel Schnack | 2,400 | 5,000 | 7,400 |
| 302-304 | Nathan Salzman | 2,300 | 7,500 | 9,800 |
| Rs. 300-304 & | | | | |
| 306-308 | Harry W. Dobson | 5,600 | 1,200 | 6,800 |
| Madison St. | | | | |
| 10-12 | Mrs. E. Mains | 2,000 | 2,000 | 4,000 |
| 14 | L. P. C. Rege | 1,000 | 2,800 | 3,800 |
| Straight St. | | | | |
| 275-277 | Wm. McAllister | 2,500 | 3,800 | 6,300 |
| 279-281 | Cath. Feeney | 2,700 | 3,000 | 5,700 |
| 283 | Jas. P. McAllister | 1,500 | 1,100 | 2,600 |
| 285-295 and | | | | |
| 16-22 Morton St. | Paragon Silk Co | 14,500 | 50,000 | 64,500 |

## Sheet No. 22—Map 44, Ward 5.

### Block bounded by Straight and Market Streets and Park Avenue.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Market St. | | | | |
| 283-287 | Central Building Co | $24,000 | $30,000 | $54,000 |
| Block bounded by Park Ave., Straight Street and Crosby Place. | | | | |
| Park Ave. | | | | |
| 1-5 | Est. H. B. Crosby | 15,000 | 5,800 | 20,800 |
| 7-9 | Mary E. Hartley | 8,000 | 8,300 | 16,300 |
| 11 | E. A. Cooper | 7,300 | 10,500 | 17,800 |
| 13 | Jno. Hemingway | 3,070 | 5,800 | 8,870 |
| Rear 13-15 | Edward Ryan | 4,630 | 11,000 | 15,630 |
| Straight Street | | | | |
| 238-244 | Est. H. B. Crosby | 8,500 | 24,000 | 32,500 |
| 246-248 | Julius Munzer | 2,730 | 10,000 | 12,730 |
| Block bounded by Straight Street, Park Ave. and Market Street. | | | | |
| Park Avenue | | | | |
| 20-22 | Wm. A. Bergstrom | 5,500 | 12,000 | 17,500 |
| 24-26 | Pub. Service Corp | 3,020 | 12,000 | 15,020 |
| Market Street | | | | |
| 291-293 | Sarah A. Smith | 6,000 | 14,000 | 20,000 |
| 295-297 | Public Service Corp | 4,400 | | 4,400 |
| Block bounded by Straight Street, Park Avenue and 16th Avenue. | | | | |
| Straight Street | | | | |
| 239-245 | Henry Gordon | 11,760 | 3,600 | 15,360 |
| 247 | Grinker Land Co | 2,680 | | 2,680 |
| Park Avenue | | | | |
| 19-21 | D. Stein | 9,700 | 6,000 | 15,700 |
| 23-25 | James Inglis, Jr | 4,000 | 10,000 | 14,000 |
| 16th Avenue | | | | |
| 10-16 | Tischa Gordon | 4,000 | 32,000 | 36,000 |

*Exhibit P-42.*

## Sheet No. 23—Map 44, Ward 5.

### Block bounded by Ellison and Straight Streets, Crosby Place and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Straight St. | | | | |
| 216-220 | Jno. Dunlop | $5,625 | | $5,625 |
| 222 | Thos. Beveridge | 1,875 | $2,000 | 3,875 |
| 224 | Jno. Dunlop | 1,875 | 1,900 | 3,775 |
| 226-236 | N. Y. Susq. & W. R. R. Second class R. R. property. | | | |
| Ellison Street | | | | |
| 236-252 | Laffray, Herman & Co | 15,245 | 23,000 | 38,245 |
| Rears 236-244 | Jno. Dunlop | 4,000 | | 4,000 |
| Block bounded by Pearl, Straight Street and 16th Avenue. | | | | |
| Straight St. | | | | |
| 223-233 | N. Y. Susq. & W. R. R. Second class R. R. property. | | | |

## Sheet No. 24—Map 44, Ward 5.

### Block bounded by Van Houten, Ellison and Straight Streets and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Ellison St. | | | | |
| 235-241 | Laffray, Herman & Co | $10,340 | $25,000 | $35,340 |
| Van Houten | | | | |
| ½-212-216 | Sulzberger & Co | 5,940 | 25,000 | 30,940 |
| 218-228 | Harding Real Estate Corp | 14,370 | 39,000 | 53,370 |
| Straight Street | | | | |
| 196-208 | Harding R. E. Corp | 15,250 | 42,000 | 57,250 |
| Block bounded by Straight, Ellison and Pearl Streets. | | | | |
| Straight St. | | | | |
| 203-205 | Louis Burkhardt | 4,100 | 3,500 | 7,600 |
| 207 | Wm. Miller | 1,785 | 1,600 | 3,385 |
| 209-211 | B. Goldfarb | 3,450 | 3,300 | 6,750 |
| 213-pt 215 | J. E. & A. Anthony | 3,450 | 3,300 | 6,750 |
| pt 215-217 | Francis Fratwa | 3,420 | 6,600 | 10,020 |
| 9-11 Pearl St. | G. Eichman | 2,000 | 2,300 | 4,300 |
| Ellison Street | | | | |
| 266-270 | Abram Garrison | 6,000 | 2,000 | 8,000 |
| Block bounded by Van Houten Street, Ellison Street and Straight Street. | | | | |
| Van Houten St. | | | | |
| 234-236 | L. Finkelstein | 3,400 | 1,500 | 4,900 |
| 238-½-240 | Jno. Stagg | 3,000 | 3,800 | 6,800 |
| ½-240-242 | Est. T. R. Paxton | 2,960 | 3,300 | 6,260 |
| Ellison Street | | | | |
| 265 | William Pierce | 2,000 | 1,200 | 3,200 |
| 267-269 | Louis Spitz | 4,000 | 4,500 | 8,500 |
| Straight St. | | | | |
| 189 | Benj. Grunauer | 1,500 | 2,400 | 3,900 |
| 191 | Herman Fishler | 2,120 | 2,600 | 4,720 |
| 193 | Wm. Pierce | 1,875 | 3,100 | 4,975 |
| 195 | Mrs. Ella Watson | 1,875 | 2,600 | 4,475 |
| 197 | Mary E. Hartley | 2,125 | 2,600 | 4,725 |

*Exhibit P-42.*

## Sheet No. 25—Map 44, Ward 5.

### Block bounded by Van Houten, Straight Street, Broadway and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Van Houten | | | | |
| 211-215 | Rachael Van Houten and Mary V. H. Stevenson | $4,350 | $1,800 | $6,150 |
| 217-221 | Mary McCrystal | 6,600 | 10,000 | 16,600 |
| 223-227 | A. R. Turner | 6,400 | 1,200 | 7,600 |
| Broadway | | | | |
| 184-188 | A. Van Houten | 10,080 | 2,400 | 12,480 |
| 190-194 | Mary McCrystal | 10,500 | 5,400 | 15,900 |
| 196-200 | A. R. Turner | 11,100 | 11,500 | 22,600 |
| Block bounded Straight, Van Houten and Broadway. | | | | |
| Van Houten | | | | |
| 233-235 | Cong. Bnai Jeshurim. Church property, exempt. | | | |
| 237-239 | Chas. Bradley, Tr. | 5,200 | | 5,200 |
| 241-245 | Julia T. Hopper | 6,000 | 200 | 6,200 |
| Broadway | | | | |
| 206-210 | Cong. Bnai Jeshurim. Church property, exempt. | | | |
| 212-214 | Chas. Bradley, Tr. | 8,000 | 9,500 | 17,500 |
| 216-½.218 | Julia T. Hopper | 6,000 | 7,500 | 13,500 |
| ½.218-220 | Julia T. Hopper | 6,000 | 7,500 | 13,500 |

## Sheet No. 26—Map 34, Ward 4.

### Block bounded by Broadway, Straight Street, Fair Street and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Broadway | | | | |
| ⅓.183-187 | Jennie Van Nostrand | $7,700 | $11,000 | $18,700 |
| 189 | Jennie Van Nostrand | 3,500 | 5,600 | 9,100 |
| 191-197 | Est. Wm. Gledhill | 15,000 | 3,500 | 18,500 |
| Straight Street | | | | |
| 160-162 | Mrs. Mary W. Gledhill | 3,000 | 3,000 | 6,000 |
| 164-166 | Est. Wm. Gledhill | 2,800 | | 2,800 |
| Fair Street | | | | |
| 116-½.118 | W. S. Rogers | 2,500 | 2,000 | 4,500 |
| ½.118-120 | Jno. H. Berdan, Jr. | 2,700 | 4,000 | 6,700 |
| 122 | Peter Blumenthal | 1,800 | 3,800 | 5,600 |
| 124-126 | H. V. H. Snyder | 3,150 | 4,000 | 7,150 |
| Block bounded Straight, Fair and Broadway. | | | | |
| Broadway | | | | |
| 207-211 | St. Marks E. Church | | | 40,000 |
| 213 | Dr. B. H. Rogers | 4,800 | 6,800 | 11,600 |
| 215 | Est. Chas. S. Inglis | 4,800 | 5,800 | 10,600 |
| 217 | Dr. Rush Neer | 5,600 | 10,500 | 16,100 |
| Fair Street | | | | |
| 144-150 | Dr. A. S. Strickler | 7,000 | 9,000 | 16,000 |
| 152.154 | Peter Casper | 3,600 | 7,000 | 10,600 |
| 156 | Wilhelmina Maffet | 1,800 | 3,500 | 5,300 |

*Exhibit P-42.*

## Sheet No. 27—Map 34, Ward 4.

### Block bounded by Hamilton, Straight and Fair Streets and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Hamilton Avenue | | | | |
| 114-116 | Mrs. Jno. Robinson | $3,400 | $2,200 | $5,600 |
| 118 | Emma S. King | 2,700 | 1,800 | 4,500 |
| 120 | Roger W. Borden | 2,700 | 2,600 | 5,300 |
| 122 | Edw. Gootenberg | 2,700 | 3,400 | 6,100 |
| 124-pt 126 | Victor Klenert | 2,150 | 2,500 | 4,650 |
| pt 126-128 | Lizzie Van Riper | 3,000 | 4,000 | 7,000 |
| Fair Street | | | | |
| 109-⅘.111 | Thos. Healey | 2,000 | 3,600 | 5,600 |
| ⅘; 111-117 | Mrs. O. W. Mills | 6,800 | 13,200 | 20,000 |
| 119 | Mrs. James McGrogan | 1,800 | 3,600 | 5,400 |
| 121 | Peter Casper | 2,150 | 3,600 | 5,750 |
| Straight Street | | | | |
| 148-154 | Fred W. Krayer | 3,900 | 8,000 | 11,900 |
| Block bounded Straight, Hamilton and Fair Street. | | | | |
| Fair Street | | | | |
| 143-145 | Est. J. L. Cunningham | 3,800 | 4,000 | 7,800 |
| 147-½.149 | Abram Bloom | 2,700 | 3,800 | 6,500 |
| ½.149-151 | Geo. P. Van Riper | 2,700 | 3,200 | 5,900 |
| 153-155 | Wm. A. Hopson | 2,700 | 3,200 | 5,900 |
| Hamilton Ave. | | | | |
| 142-144 | Jacob Konner | 3,500 | 5,000 | 8,500 |
| 146-148 | Sarah Edwards | 3,600 | 3,500 | 7,100 |
| 150-152 | Chas. R. Hopson | 3,600 | 4,000 | 7,600 |

## Sheet No. 28—Map 34, Ward 4.

### Block bounded by Hamilton, 12th Avenue, Straight Street and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Hamilton Ave. | | | | |
| 107 | Armour & Co | $2,150 | $6,500 | $8,650 |
| 109 | Pat. Hebrew Relief Society | Exempt. | | 4,000 |
| 111 | Timothy McGuire | 1,800 | 2,600 | 4,400 |
| 113 | Geo. W. Pollitt | 1,800 | 4,000 | 5,800 |
| 115-⅘.117 | Henry Stencherer | 2,150 | 3,400 | 5,550 |
| ⅘; 117-121 | Harriet D. Russell | 4,500 | 3,000 | 7,500 |
| Straight Street | | | | |
| 100 | Mrs. Zwingli Est | 1,200 | 3,000 | 4,200 |
| 102-104 | Est. Robert Hardy | 2,400 | 2,200 | 4,600 |
| 106 | Jas. Gibbs | 1,100 | 1,400 | 2,500 |
| 108 | Est. Samuel Holt | 1,100 | 2,300 | 3,400 |
| Rears 106-108 | Wm. Holt | 700 | 1,000 | 1,700 |
| 110 | Janette Kuenneth | 1,500 | 1,900 | 3,400 |
| 112 | G. & M. Hey | 1,800 | 17,000 | 18,800 |
| 114 | Est. Lanning | 1,800 | 1,600 | 3,400 |
| 116 | Theresa Lutolf | 1,500 | 2,000 | 3,500 |
| 118 | Morris Lutolf Est | 1,500 | 1,400 | 2,900 |
| 120-124 | Jas. Bell Land Co | 4,500 | 2,500 | 7,000 |
| 126 | Hannah Frank | 1,100 | 1,500 | 2,600 |

*Exhibit P-42.*

| | | | | |
|---|---|---|---|---|
| Block bounded Hamilton Ave., Straight and Godwin Streets. | | | | |
| Hamilton Ave. | | | | |
| 143 | Geo. P. Van Riper | $2,500 | $4,000 | $6,500 |
| 145-147 | Geo. Schiswell | 3,600 | 4,800 | 8,400 |
| 149-151 | Geo. Wurts | 3,600 | 4,800 | 8,400 |
| 153-159 | Reformed Ch. | Exempt | | 70,000 |
| Godwin St. | | | | |
| 144 | Jos. McCrystal | 1,500 | 2,400 | 3,900 |
| 146-148 | Geo. Schiswell | 2,400 | | 2,400 |
| 150-152 | Geo. Wurts | 2,400 | | 2,400 |
| 154-160 | Reformed Church | Exempt | | 4,800 |
| Block bounded Godwin, 12th Avenue and Straight Street. | | | | |
| Straight St. | | | | |
| 101 | David Birchenough | 1,200 | 1,600 | 2,800 |
| 103 | Sam'l Jacobs | 1,100 | 1,900 | 3,000 |
| 105. | Rebecca Munson | 1,100 | 1,700 | 2,800 |
| 107 | Mrs. A. R. Butler | 1,100 | 1,700 | 2,800 |
| 109-111 | Est. P. Dickinson | 2,200 | | 2,200 |
| 113 | Eliz. Florence | 950 | 1,800 | 2,750 |
| 115 | Wm. Pierce | 1,200 | 2,000 | 3,200 |
| Godwin St. | | | | |
| 151-⅓.153 | Eliz. Smith | 1,600 | 2,600 | 4,200 |
| ⅔; 153-⅔-155 | Henry Columbo | 1,600 | 5,000 | 6,600 |
| ⅓; 155-⅔.157 | Marg. Hopper | 1,200 | 2,500 | 3,700 |
| ⅓; 157-159 | J. R. Pierce | 1,600 | 3,100 | 4,700 |
| 12th Avenue | | | | |
| 2 | Herman Helms | 1,000 | 1,200 | 2,200 |
| 4-12 | William Pierce | 5,000 | 13,700 | 18,700 |

## Sheet No. 29—Map 34, 4th Ward.

## Block bounded Straight Street, 12th Avenue, Governor Street and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Straight St. | | | | |
| 84 | Bart Maher | $ 900 | $ 700 | $1,600 |
| 86-88 | H. B. Hubener | 1,400 | 1,700 | 3,100 |
| 90 | Anna Crosby | 800 | 1,300 | 2,100 |
| 92 | A. A. Comerford | 800 | 1,200 | 2,000 |
| 94 | Innocenza Nelva | 900 | 1,600 | 2,500 |
| 96 | Geo. A. Myers Co. | 1,500 | 2,000 | 3,500 |
| 98 | Jos. Gennero | 1,200 | 3,000 | 4,200 |
| Block bounded 12th Avenue, Straight and Governor Streets. | | | | |
| Straight St. | | | | |
| 85-87 | Jos. McCrystal | 2,300 | 6,700 | 9,000 |
| 89-91 | Jos. McCrystal | 2,000 | 4,800 | 6,800 |
| 93 | Max Miller | 1,200 | 2,000 | 3,200 |
| 95 | Est. A. A. Van Voorhies | 800 | 1,400 | 2,200 |
| 97-99 | Christian Dick | 2,300 | 1,400 | 3,700 |
| 12th Avenue | | | | |
| 1 | John H. Van Drehle | 1,100 | 3,000 | 4,100 |
| 3 | Collier & Stein | 1,100 | 3,000 | 4,100 |
| 5 | Collier & Stein | 1,100 | 3,000 | 4,100 |
| 7 | Est. James Shepard | 1,100 | 900 | 2,000 |
| 9 | Geo. P. Van Riper | 1,300 | 1,500 | 2,800 |
| Governor St. | | | | |
| 90-92 | Jno. H. Van Drehle | 1,600 | 2,500 | 4,100 |
| 94-96 | Est. Jas. Shepard | 1,600 | 4,000 | 5,600 |
| 98 | Robt. Koehler | 600 | 1,200 | 1,800 |
| 100 | Mary Little | 600 | 750 | 1,350 |
| 102 | Harry Miller | 600 | 1,100 | 1,700 |
| 104 | Jno. Smith | 750 | 1,400 | 2,150 |
| 106 | Antonio Molteni | 600 | 1,800 | 2,400 |

*Exhibit P-42.*

## Sheet No. 30—Map 23, 4th Ward.

### Block bounded Straight and Governor Street and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Straight St. | | | | |
| 76-82 | Paterson Brew'g & Malt'g Co.. | $1,800 | $1,200 | $3,000 |
| Block bounded by Straight, Governor and Harrison Streets. | | | | |
| Straight St. 69-83 and 84-94 Harrison St. and 89-101 Governor St. | P. B. & M. Co..... | 15,000 | 72,000 | 87,000 |
| Governor St. | | | | |
| 103-107 | David Atkins ..... | 2,100 | 7,800 | 9,900 |
| Harrison St. | | | | |
| 96-112 | F. J. Day & Co..... | 4,500 | 32,000 | 36,500 |

## Sheet No. 31—Map 23, 4th Ward.

### Block bounded by Harrison, Straight and Fulton Streets.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Straight Street | | | | |
| 55-57 | Isaac A. Hall ..... | $1,600 | $ 300 | $1,900 |
| 59 | Isaac A. Hall..... | 800 | 1,200 | 2,000 |
| 61-67 | P. B. & M. Co..... | 3,600 | 1,000 | 4,600 |
| Harrison Street | | | | |
| 87 | Pat. B. & M't'g Co..... | 500 | | 500 |
| 89-111 | Isaac A. Hall..... | 6,000 | 70,000 | 76,000 |
| Fulton Street | | | | |
| 74-76 | Isaac A. Hall..... | 1,000 | 2,000 | 3,000 |
| 78-96 | Isaac A. Hall..... | 5,000 | 70,000 | 75,000 |

## Sheet No. 32—Map 23, 4th Ward.

### Block bounded by Fulton St., Railroad, Lawrence and Summer Streets.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Fulton Street | | | | |
| 67-75 | P. S. Van Kirk..... | $2,500 | $5,000 | $7,500 |
| 77-93 | P. S. Van Kirk..... | 4,500 | 2,000 | 6,500 |
| Lawrence Street | | | | |
| 64-66 | P. S. Van Kirk..... | 800 | | 800 |
| 68-86 | P. S. Van Kirk..... | 4,200 | 6,000 | 10,200 |
| Summer Street | | | | |
| 100-114 | P. S. Van Kirk..... | 4,200 | 1,000 | 5,200 |

## Sheet No. 33—Map 23, 4th Ward.

### Block bounded by Lawrence, Montgomery and Summer Streets and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Lawrence St. | | | | |
| 69 | Walter Van Houten ..... | $ 400 | $ 350 | $ 750 |
| 71-77 | Walter Van Houten..... | 1,600 | | 1,600 |
| 79 | P. S. Van Kirk..... | 400 | 400 | 800 |
| 81-91 | Walter Van Houten ..... | 2,400 | | 2,400 |
| 93-95 | Leonard Sandford ..... | 600 | 400 | 1,000 |

*Exhibit P-42.*

| | | | | |
|---|---|---|---|---|
| Montgomery St. | | | | |
| 50-58 | A. A. Lydecker | $2,000 | $1,600 | $3,600 |
| 60-62 | Mamie DeMovy | 800 | 100 | 900 |
| 64-66 | Mrs. Marinus Koman | 800 | 2,000 | 2,800 |
| 68 | Albert G. Stagg | 400 | 400 | 800 |
| 70-72 | Fannie LaVine | 1,000 | 800 | 1,800 |
| Block bounded by Lawrence, Summer and Montgomery Streets. | | | | |
| Summer Street | | | | |
| 87-89 | Salvatore Recca | 1,000 | 4,500 | 5,500 |
| 91-93 | Adolph Blondeel | 1,100 | | 1,100 |
| Montgomery St. | | | | |
| 80 | Samuel Epstein | 600 | 2,400 | 3,000 |
| 82-86 | Goldfarb & Subin | 1,350 | 2,500 | 3,850 |

## Sheet No. 34—Map 23, 4th Ward.

### Block bounded by Montgomery, Summer and Lafayette Streets and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Montgomery St. | | | | |
| 53 | Jacob De Lazier | $ 400 | $ 800 | $1,200 |
| 55 | Minnie Woodruff | 400 | 1,100 | 1,500 |
| 57 | Peter & Herman Casterline | 400 | 1,300 | 1,700 |
| 59 | Elizabeth Lemonier | 400 | 1,000 | 1,400 |
| 61 | Jacob Ribbe | 400 | 1,400 | 1,800 |
| 63 | William Hullman | 400 | 1,600 | 2,000 |
| 65-67 | Wm. Molensteeg | 800 | 700 | 1,500 |
| 69-71 | Sarah Van Housen | 700 | 3,000 | 3,700 |
| Lafayette St. | | | | |
| 40 | Elizabeth Mroughan | 600 | 1,600 | 2,200 |
| 42 | Alice Flynn | 600 | 1,200 | 1,800 |
| 44-46 | Est. John Regner | 1,200 | 3,300 | 4,500 |
| 48 | John Kmidoliz | 600 | 800 | 1,400 |
| 50 | Alars Geilen | 600 | 1,500 | 2,100 |
| 52-54 | Jno. Weitzel | 1,800 | 3,500 | 5,300 |
| Block bounded by Summer, Lafayette and Montgomery Streets | | | | |
| Lafayette St. | | | | |
| 62-64 | Chas. F. Goetz | 1,300 | 7,000 | 8,300 |
| 66-68 | Jno. Scheiber | 1,500 | 3,600 | 5,100 |
| 70 | Mrs. Peter Miller | 600 | 1,400 | 2,000 |
| 72-74 | Jos. Faltinitis | 1,200 | 3,800 | 5,000 |
| Montgomery St. | | | | |
| 79-93 | Frederick W. Ball | 3,700 | 35,000 | 38,700 |

## Sheet No. 35—Map 18, 3rd Ward.

### Block bounded by Lafayette, Summer and Franklin Streets and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Lafayette St. | | | | |
| 41-47 | A. H. Smith | $3,600 | $1,200 | $4,800 |
| 49-53 | A. H. Smith | 2,100 | 4,400 | 6,500 |
| Franklin Street | | | | |
| 38-44 | A. H. Smith | 2,800 | 2,500 | 5,300 |

*Exhibit P-42.*

Block bounded by Lafayette, Summer and Franklin Streets.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Lafayette Street | | | | |
| 61-63 | Michael Westra | $1,450 | $2,800 | $4,250 |
| 65 | Karyne Ihrman | 600 | 1,200 | 1,800 |
| 67 | John Schieber | 600 | 1,600 | 2,200 |
| 69 | Noah Kryger | 950 | 1,200 | 2,150 |
| 71 | Noah Kryger | 600 | 1,100 | 1,700 |
| 73 | John Scheiber | 600 | | 600 |
| Franklin St. | | | | |
| 60-64 | Lillian Lapat | 1,700 | 4,000 | 5,700 |
| 66-68 | Stephen Pellegrino | 1,000 | | 1,000 |
| 70 | Frank L. Hindle | 500 | | 500 |
| Summer St. | | | | |
| 39-45 | Lillian Lapat | 2,300 | 1,500 | 3,800 |

## Sheet No. 36—Map 18, 3rd Ward.

### Block bounded by Summer, Franklin Streets and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Summer Street | | | | |
| 28-34 | Meyer & DeVogel | $1,400 | $10,000 | $11,400 |

Block bounded by Summer, Franklin and Keene Street.

| | | | | |
|---|---|---|---|---|
| Franklin Street 51-79 and ½.48-70 Keene St. and 19-25 Summer St. | Peerless Plush Co | 15,250 | 69,000 | 84,250 |

## Sheet No. 37—Map 18, 3rd Ward.

### Block bounded by Keen, Warren and Summer Streets.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Summer Street | | | | |
| 1-13 | Sipp Machine Co | $4,900 | $22,000 | $26,900 |
| Keene Street | | | | |
| 53-67 | Mrs. T. J. Tiddens | 2,800 | 5,800 | 8,600 |
| Warren Street | | | | |
| 42-46 | Sipp Machine Co | 2,100 | 3,400 | 5,500 |
| 48-58 | Ashley & Bailey Co | 6,300 | 30,000 | 36,300 |
| 60-⅔; 62 | J. J. Bailey | 1,000 | 1,700 | 2,700 |
| ⅓; 62-64 | Mrs. R. Grunauer | 850 | 1,700 | 2,550 |
| 66 | Peter Gorvalis | 650 | 1,800 | 2,450 |
| 68 | Est. M. Boozen | 650 | 1,500 | 2,150 |

## Sheet No. 38—Map 9, 3rd Ward.

### Block bounded by Railroad, Warren, Mercer and Putnam Streets.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Warren St. | | | | |
| 39-73 | Assessed on Putnam Street. | | | |
| 75 | Moses Amber | $ 550 | $1,900 | $2,450 |
| 77 | Ruth Sowerbutt | 550 | 1,200 | 1,750 |
| 79-81 | Samuel Singer | 1,100 | 2,700 | 3,800 |
| 83-85 | Dina Garver | 800 | 5,000 | 5,800 |
| Mercer Street | | | | |
| 22-28 | Stephen Garrison | 2,500 | | 2,500 |
| 30-pt 32 | Samuel Radin | 800 | 7,000 | 7,800 |
| pt 32-36 | Dina Garver | 1,000 | 8,500 | 9,500 |

*Exhibit P-42.*

| | | | | |
|---|---|---|---|---|
| Putnam Street | | | | |
| 48-66 | Ashley & Bailey Co..... | $16,800 | $67,500 | $84,300 |
| 68 | Jno. Popp ..... | 600 | 1,200 | 1,800 |
| 70 | Dwight Ashley ..... | 600 | 1,500 | 2,100 |
| 72-76 | Ashley & Bailey Co..... | 1,800 | 14,000 | 15,800 |
| 78-84 | Louis Burghardt ..... | 2,400 | 3,000 | 5,400 |

## Sheet No. 39—Map 9, 3rd Ward.

### Block bounded by River, Putnam, Mercer and Lyon Streets.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| River Street | | | | |
| 384-386 | James Tanis ..... | $2,000 | $3,800 | $5,800 |
| 388-390 | Mike DePiano ..... | 2,400 | 5,500 | 7,900 |
| 392 | I. D. Ashley ..... | 1,200 | 6,000 | 7,200 |
| 394 | Dwight Ashley ..... | 1,100 | 3,000 | 4,100 |
| 396 | Carm. Mattarozzo ..... | 1,100 | 3,000 | 4,100 |
| 398-400 | Vito Ruocco ..... | 1,400 | 3,100 | 4,500 |
| Putnam Street | | | | |
| 63 | Bertha Van Lenten ..... | 600 | | 600 |
| 65-67 | Est. Edw. Van Houten..... | 1,200 | 1,800 | 3,000 |
| 69 | Mary E. Stagg ..... | 600 | | 600 |
| 71-77 | Peter O'Blenis ..... | 2,400 | 5,100 | 7,500 |
| 79-83 | Mary E. Stagg ..... | 1,800 | 5,100 | 6,900 |
| 85 | Nathalia Vervaet ..... | 600 | 1,600 | 2,200 |
| 87-89 | Etta Warner ..... | 1,200 | 3,200 | 4,400 |
| 91 | Chas. Kegelman ..... | 700 | 2,500 | 3,200 |
| Lyon Street | | | | |
| 68-70 | Albert Braem ..... | 1,800 | 4,000 | 5,800 |
| 72 | Chas. Simon ..... | 700 | 3,000 | 3,700 |
| 74-82 | Herman A. Hagen ..... | 3,400 | 3,000 | 6,400 |
| 84-⅗; 96 | Gertrude Becker ..... | 3,850 | 7,500 | 11,350 |
| ⅗; 96-98 | Chris. Fitzsimmons ..... | 1,200 | 3,000 | 4,200 |

## Sheet No. 40—Map 9, 3rd Ward.

### Block bounded by Lyon, River, Butler and Sparrow Streets.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| River Street | | | | |
| 416 | Vito Ruocco ..... | $1,100 | $6,000 | $7,100 |
| 418-422 | Cons. Investment Co..... | 3,400 | | 3,400 |
| 424 | Katie Gauger ..... | 1,000 | 3,400 | 4,400 |
| 426-428 | J. J. Bailey ..... | 2,000 | 6,000 | 8,000 |
| 430-440 | Ch. of Lady Lourdes..... | Exempt | | 18,000 |
| 442-448 | Madge V. H. Proskey..... | 4,000 | 5,000 | 9,000 |
| 450-452 | Nicolo Mustascio ..... | 2,000 | 6,500 | 8,500 |
| 454-460 | Mrs. E. M. Blauvelt..... | 4,200 | 5,200 | 9,400 |
| Butler Street | | | | |
| 162-168 | Mrs. E. M. Blauvelt..... | 2,350 | 7,650 | 10,000 |
| 170-172 | Nicolo Mustascio ..... | 1,100 | 200 | 1,300 |
| 174-180 | Madge V. H. Proskey..... | 2,200 | 150 | 2,350 |
| 182-194 | Ch. of Lady Lourdes..... | Exempt | | 27,000 |
| 196 | Est. Wm. Kummer..... | 600 | 1,600 | 2,200 |
| 198 | Martin Mayne ..... | 600 | 1,500 | 2,100 |

*Exhibit P-42.*

Block bounded by Sparrow, River, Butler and Sassafras Streets.

| | | | | |
|---|---|---|---|---|
| River Street | | | | |
| 466-468 | Peter O'Blenis | $2,200 | $4,500 | $6,700 |
| 470-476 | Lorenzo Manzi | 4,000 | 19,000 | 23,000 |
| 478 | A. P. Fredericks | 1,000 | 2,500 | 3,500 |
| 480 | Richard Frost | 1,000 | 2,500 | 3,500 |
| 482-484 | Jno. R. Lee | 2,000 | 3,500 | 5,500 |
| 486-488 | Sarnida Hopper | 2,000 | 2,000 | 4,000 |
| 490-492 | Est. G. I. Hopper | 2,000 | 3,200 | 5,200 |
| 494-500 | Dwight Ashley | 4,000 | 2,800 | 6,800 |
| 502-504 | Gaizia Galizio | 2,000 | 3,000 | 5,000 |
| 506-508 | A. A. Ackerman | 2,000 | | 2,000 |
| 510-512 | Dr. Wm. Flitcroft | 2,300 | 3,000 | 5,300 |

## Sheet No. 41—Map 9, 3rd Ward.

## Block bounded by River and Erie Streets and Railroad.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| River Street | | | | |
| 401-407 | Eliza J. Bush | $2,500 | $3,500 | $6,000 |
| 409-415 | Bernard O. Bogert | 2,400 | 4,300 | 6,700 |
| 417-419 | Eliza O. Esler | 2,000 | 4,000 | 6,000 |
| 421-425 | Silk City S. D. & Tr. Co. | 3,000 | 4,500 | 7,500 |
| 427 | Mary Richardson | 1,000 | 2,800 | 3,800 |
| 429-431 | Frank Campana | 2,000 | 1,000 | 3,000 |
| 433-435 | Vincent Campana | 2,000 | 50 | 2,050 |
| 437-439 | Mary Richardson | 2,200 | 5,500 | 7,700 |
| 441-443 | Silk City S. D. & Tr. Co. | 2,200 | 2,300 | 4,500 |
| 445-449 | Pasquala Brescia | 3,800 | 3,200 | 7,000 |
| 451-457 | Mrs. E. M. Blauvelt | 4,800 | 3,600 | 8,400 |
| 459-463 | Savoy Realty Co. | 3,600 | | 3,600 |
| 465-479 | Dwight Ashley | 12,000 | 8,000 | 20,000 |
| 481-503 | Est. James Bell | 19,000 | 6,000 | 25,000 |
| 505-521 | James Bell Land Co. | 9,000 | | 9,000 |
| 523 | Gustave Holthoff | 900 | 1,600 | 2,500 |
| 525 | A. E. W. Caccia | 900 | 2,000 | 2,900 |
| 527-529 | Reformed Church | Exempt | | 16,000 |
| 531-½; 533 | Est. T. Crowther | 1,350 | 2,000 | 3,350 |
| ½; 533-535 | Dr. W. L. Dunning | 1,600 | 2,200 | 3,800 |
| Erie Street | | | | |
| 4-22 | L. Lapat, Inc., Lessee | 3,700 | 1,900 | 5,600 |
| 28 | Geo. F. Petry | 500 | 1,900 | 2,400 |
| 30 | Jeremiah Vanderbeck | 450 | 1,800 | 2,250 |
| 32 | Ada Winters | 450 | 1,800 | 2,250 |
| 34 | Mrs. A. M. Carlock | 450 | 1,800 | 2,250 |
| East 11th Street | | | | |
| 129 | James Bell Land Co. | 250 | | 250 |
| 131-133 | Sam'l J. Dougherty | 500 | 1,400 | 1,900 |
| 135-151 | James Bell Land Co. | 2,250 | | 2,250 |
| 130-132 | L. Lapat | 750 | | 750 |
| 134-152 | James Bell Land Co. | 3,500 | | 3,500 |

*Exhibit P-42.*

## Sheet No. 42—Map 9, 3rd Ward.

### Block bounded by River Street, Sixth Avenue, East 11th and Erie Streets.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| River Street | | | | |
| 541-547 | James Bell Land Co..... | $3,700 | $ 400 | $4,100 |
| 549 | Abram J. Herring..... | 900 | 1,500 | 2,400 |
| 551 | Reohof J. DeRing..... | 900 | 1,700 | 2,600 |
| 553-555 | Felix L. Petit ..... | 1,800 | 4,200 | 6,000 |
| 557-563 | Jno. Grundy ..... | 3,600 | 4,800 | 8,400 |
| 565-567 | Jas. Bell Land Co..... | 1,500 | | 1,500 |
| Erie Street | | | | |
| 27-33 | Jas. Bell Land Co..... | 1,850 | | 1,850 |
| East 11th St. | | | | |
| 91-101 | Kearney & Foote Co..... | 1,650 | 2,000 | 3,650 |
| 103 | Felix L. Petit ..... | 350 | 1,000 | 1,350 |
| 105-107 | Jas. Bell Land Co..... | 700 | | 700 |
| Block bounded by E. 11th St., Sixth Ave., Erie St. and Railroad. | | | | |
| Erie Street 1-21 and 100-108 East 11th Street | Est. Southerland & Edwards . | 6,400 | 27,000 | 33,400 |

## Sheet No. 43—Map 4, 3rd Ward.

### Block bounded by East 11th Street, Fifth and Sixth Avenues and Railroad.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Sixth Avenue 155-179 and 38-41 E. Railway 76-82 E. 11th St. | Kearney & Foote Co..... | $7,700 | $51,500 | $59,200 |
| East 11th Street 52-66 and 26-33 E. Railway | Weidmann Silk D. Co..... | 6,650 | 100 | 6,750 |
| 68-74 E. 11th and 34-41 E. Railway | Kearney & Foote Co..... | 2,900 | 21,000 | 23,900 |
| Fifth Avenue | | | | |
| 106-112 | Weidman Silk D. Co..... | 1,800 | 2,000 | 3,800 |
| 114-116 | Marco Permi ..... | 800 | 1,800 | 2,600 |
| 118-120 | Waldman Caccia ..... | 900 | 2,900 | 3,800 |
| Block bounded by E. 11th St., 5th and 6th Aves., and E. 12th Street. | | | | |
| East 12th St. | | | | |
| 62-80 | J. F. Baet Realty Co..... | 2,500 | 12,000 | 14,500 |
| East 11th St. | | | | |
| 51-53 | Frederick Koman ..... | 600 | 2,200 | 2,800 |
| 55 | Philip DePope ..... | 300 | 1,600 | 1,900 |
| 57-59 | Jno. Grundy ..... | 600 | 2,000 | 2,600 |
| 61-65 | J. F. Baer Realty Co.....900 | | | 900 |
| 67-69 | Louis Louis ..... | 600 | 1,200 | 1,800 |
| Sixth Avenue 185-199 and 71-81 East 11th & 82-92 E. 12th St. | J. F. Baer Realty Co..... | 7,500 | 55,000 | 62,500 |
| Fifth Avenue | | | | |
| 126-128 | James Lembo ..... | 800 | 2,700 | 3,500 |
| 130-132 | Nicola Cera ..... | 800 | 1,600 | 2,400 |
| 134-136 | Wm. Walker ..... | 800 | 3,500 | 4,300 |
| 138 | Mrs. Fred Secker ..... | 400 | 2,500 | 2,900 |
| 140 | Otto Handwerk ..... | 500 | 2,500 | 3,000 |

*Exhibit P-42.*

## Sheet No. 44—Map 4, 3rd Ward.

### Block bounded by East 11th Street, 5th Avenue, East Railway Ave. and River.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Fifth Avenue | | | | |
| 111-⅛; 117 Rear 117-119 | Weidmann Silk D. Co..... | $1,500 | | $1,500 |
| ⅞; 117-ft 119 | Katz Bros. ..... | 900 | $2,400 | 3,300 |
| East 11th St. | | | | |
| 2-30 | Weidmann Silk D. Co..... | 4,500 | 45,000 | 49,500 |
| Block bounded by E. 11th St., E. 12th St., 4th and 5th Aves. | | | | |
| East 11th Street | | | | |
| 1-23 | Weidmann Silk D. Co..... | 3,450 | 7,500 | 10,950 |
| 25 | Abram Cohen ..... | 300 | 1,200 | 1,500 |
| 27 | Jno. Jahlonski ..... | 300 | 1,200 | 1,500 |
| 29 | Emanuel Sereno ..... | 300 | 1,200 | 1,500 |
| Fifth Avenue | | | | |
| 125-139 | Wm. P. Bogert, Est..... | 3,400 | | 3,400 |
| East 12th Street | | | | |
| 8-34 | Weidmann Silk D. Co..... | 3,250 | | 3,250 |
| 36 | Reinhardt Deutschen ..... | 300 | 1,100 | 1,400 |
| 38 | Jacob Visser ..... | 300 | 1,100 | 1,400 |
| 40 | Serafin Wherta ..... | 300 | 1,300 | 1,600 |

## Sheet No. 45—Map 3, 3rd Ward.

### Block bounded by Fifth Avenue, Railroad and Passaic River.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Fifth Avenue | | | | |
| 27-93 and Rear lots to River | Weidmann Silk D. Co..... | $33,200 | $400,000 | $433,200 |
| Block bounded by 5th Ave., 6th Ave., E. 8th St. and Railroad. | | | | |
| Fifth Avenue | | | | |
| 36-96 | James Bell Land Co..... | 7,250 | 20,000 | 27,500 |
| East 8th St. | | | | |
| 39-71 | Jas. Bell Land Co..... | 2,150 | | 2,150 |
| East 7th Street | | | | |
| 38-½; 78 | James Bell Land Co..... | 2,050 | | 2,050 |
| 37-pt 45 | James Bell Land Co..... | 1,950 | | 1,950 |
| Sixth Avenue | | | | |
| 121-139 | Natl. Silk Dyeing Co..... | 2,500 | | 2,500 |
| Wait Street | | | | |
| All 4 fts 6-8 | Patrick Welsh ..... | 800 | 1,200 | 2,000 |
| Rear 6-8, all 10 | Natl. Silk Dyeing Co..... | 700 | | 700 |

## Sheet No. 46—Map 3, 3rd Ward.

### Block bounded by Sixth Avenue, Wait Street and Peel Street.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Wait Street | | | | |
| 16-22 | Grasselli Chemical Co..... | $1,600 | $5,500 | $7,150 |
| 24-28 | Est. A. G. Bowering..... | 1,200 | 3,500 | 4,700 |
| 30 | Firman Pynaert ..... | 450 | 1,500 | 1,950 |

*Exhibit P-42.*

| | | | | |
|---|---|---|---|---|
| Sixth Avenue | | | | |
| 112-114 | Geo. Derks | $550 | $ 50 | $ 550 |
| 116 | Rosa Bracalello | 250 | 1,600 | 1,850 |
| 118-120 | Jos. M. Gardner | 500 | 1,700 | 2,200 |
| 122 | Jos. M. Gardner | 250 | 1,500 | 1,750 |
| 124 | Wm. Karpacz | 250 | 1,500 | 1,750 |
| 126-136 | Grasselli Chem. Co | 1,500 | | 1,500 |
| Peel Street | | | | |
| 125-127 | Geo. Derks | 500 | 1,500 | 2,000 |
| 129 | Theo. Chamberlain | 250 | 1,100 | 1,350 |
| 131-133 | Richard Steyling | 500 | 2,000 | 2,500 |
| 135 | Peter Boersma | 250 | 1,500 | 1,750 |
| 137 | Est. Wm. Wait | 250 | | 250 |
| 139-141 | Est. Edw. Van Houten | 500 | | 500 |
| 143 | Mary L. Finkelmeier | 250 | | 250 |
| 145 | Hannah V. Wright | 250 | | 250 |

## Sheet No. 47—Map 8, 3rd Ward.

### Block bounded by Peel, Wait, Bleeker and East 7th Street.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Peel St. | | | | |
| 120-122 | Garret B. Winters | $ 500 | | $ 500 |
| 124-126 | Est. Jacob Kivitt | 500 | $1,500 | 2,000 |
| 128-130 | Est. Jacob Kivitt | 500 | 1,500 | 2,000 |
| 132-142 | Est. Edw. Van Houten | 1,500 | | 1,500 |
| Wait Street | | | | |
| 36 | Chris. Fitzsimmons | 450 | 1,450 | 1,900 |
| 38-50 | Est. Edw. Van Houten | 2,800 | | 2,800 |
| Bleeker St. | | | | |
| 123-141 | Est. Edw. Van Houten | 4,000 | | 4,000 |
| East 7th Street | | | | |
| 107-109 | Peter Steenstra | 600 | 1,600 | 2,200 |
| 111 | D. D. Zabriskie | 175 | | 175 |
| 113-123 | Est. Edw. Van Houten | 1,800 | | 1,800 |

## Sheet No. 48—Map 8, 3rd Ward.

### Block bounded by Wait, Bleeker, East 7th and Woods Streets.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Wait Street | | | | |
| 56-70 | Natl. Silk Dyeing Co | $3,200 | | $3,200 |
| Bleeker Street | | | | |
| 124-138 | Natl. Silk Dyeing Co | 3,200 | | 3,200 |
| East 7th Street | | | | |
| 129-143 | Natl. Silk Dyeing Co | 3,200 | | 3,200 |
| Woods Street | | | | |
| 123-133 | Natl. Silk Dyeing Co | 2,400 | | 2,400 |

## Sheet No. 49—Map 8, 3rd Ward.

### Block bounded by Wait, Woods, East 7th and Lowe Streets.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Wait St. | | | | |
| 76-80 | Est. Edw. Van Houten | $1,200 | | $1,200 |
| 82-90 | Ashley & Bailey Co | 2,000 | $ 400 | 2,400 |

*Exhibit P-42.*

| | | | | |
|---|---|---|---|---|
| Woods Street | | | | |
| 124-130 | Est. Edw. Van Houten ..... | $1,600 | | $1,600 |
| East 7th Street | | | | |
| 149-155 | Est. Edw. Van Houten..... | 1,600 | | 1,600 |
| 157-163 | Ashley & Bailey Co..... | 1,600 | | 1,600 |
| Lowe Street | | | | |
| 109-111 | Ashley & Bailey Co..... | 800 | | 800 |
| Block bounded Woods, East 7th and Lowe Streets. | | | | |
| East 7th Street | | | | |
| 150-164 | Est. Edw. Van Houten..... | 2,800 | | 2,800 |

## Sheet No. 50—Map 8, 3rd Ward.

### Block bounded by Wait, Lowe, East 7th and Rye Streets.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Wait Street. | | | | |
| 96-102 | Henry M. Post ..... | $1,650 | $1,600 | $3,250 |
| 104-106 | Est. Edw. Van Houten..... | 750 | | 750 |
| 108-110 | Chas. H. Knapp ..... | 750 | 1,200 | 1,950 |
| East 7th Street. | | | | |
| 169-175 | Henry M. Post ..... | 1,600 | 500 | 2,100 |
| 177-179 | Est. Edw. Van Houten..... | 800 | | 800 |
| 181-183 | Chas. H. Knapp..... | 800 | | 800 |
| Block bounded Lowe, East 7th and Rye Streets. | | | | |
| East 7th Street | | | | |
| 170-184 | Est. Edw. Van Houten..... | 2,800 | | 2,800 |
| Rye Street | | | | |
| 59-61 | Gust. DeGrato ..... | 800 | 3,000 | 3,800 |
| 63-65 | Gust. DeGrato ..... | 800 | 1,700 | 2,500 |

## Sheet No. 51—Map 8, 3rd Ward.

### Block bounded by Wait, Rye, East 7th and Lyon Streets.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| East 7th Street | | | | |
| 189-203 | Swift & Company ..... | $3,000 | $1,000 | $4,000 |
| Block bounded by Rye, East 7th, Leon and East 5th Street. | | | | |
| East 7th Street | | | | |
| 190-204 | Pub. Service Corp. (lessee Pat. Pas. Gas & E. Co.)..... | 3,300 | 140,000 | 143,300 |
| Rye Street | | | | |
| 48-66 | Public Service Corp..... | 12,000 | | 12,000 |
| Leon Street | | | | |
| 37-55 | Public Service Corp..... | 4,000 | 2,000 | 6,000 |
| East 5th Street | | | | |
| 175-189 | Public Service Corp..... | 3,400 | 29,000 | 32,400 |

## Sheet No. 52—Map 8, 3rd Ward.

### Block bounded by (East 7th & Wait St.), Leon, Lyon and East 5th Street.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| East 7th Street | | | | |
| 210-220 | Jacob Vanden Handle..... | $3,100 | $ 150 | $3,250 |
| Wait Street. | | | | |
| 150 | Jacob Vanden Handle..... | 500 | | 500 |
| 152 | A. Z. Winters ..... | 550 | | 550 |

*Exhibit P-42.*

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Leon Street | | | | |
| 38-52 | Pub. Service Corp., 8 lots at $500 | $4,000 | | $4,000 |
| 54-56 | Jacob Van Den Handle..... | 1,000 | | 1,000 |
| East 5th Street | | | | |
| 195-209 | Public Service Corp. (special). | | | |
| Lyon Street | | | | |
| 27-35 | Public Service Corp. (special.) (5 lots at $500.) | | | |
| 37-39 | Geo. Bucis ..... | 1,000 | $1,200 | 2,200 |
| 41-43 | Mrs. M. E. Blauvelt..... | 1,000 | 2,100 | 3,100 |
| 45 | A. Z. Winters ..... | 500 | 700 | 1,200 |

## Sheet No. 53—Map 18, 3rd Ward.

### Block bounded by East 5th Street, Lyon, Wait and Putnam Street.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| East 5th Street | | | | |
| 215-229 | Pub. Service Corp. (Special). (8 lots at $500.) | | | |
| Lyon Street | | | | |
| 28-50 | Pub. Service Corp. (Special). (12 lots.) | | | |
| Putnam Street | | | | |
| 21-39 | Pub. Service Corp. (Special). (10 lots.) | | | |
| Block bounded by | Putnam, Wait, Warren and E. 5th Street. | | | |
| Putnam Street | | | | |
| 22-¾; 24 | Chas M. Brandt ..... | $ 700 | $ 200 | $ 900 |
| ¾; 24-26 | Mrs. E. A. Escher ..... | 800 | 1,000 | 1,800 |
| Waite Street | | | | |
| 178 | Chas. C. Hendrie ..... | 1,400 | 6,600 | 8,000 |
| 180-182 | Mrs. E. A. Escher..... | 2,200 | 9,000 | 11,200 |
| 184 | Chas. M. Brandt..... | 1,100 | 5,200 | 6,300 |
| Warren Street | | | | |
| 19-29 | Est. D. Fullerton..... | 6,000 | | 6,000 |
| East 5th Street | | | | |
| 235-241 | Est. Jas. Lawler ..... | 2,050 | 1,000 | 3,050 |
| 243-249 | Est. D. Fullerton..... | 2,050 | 2,800 | 4,850 |

## Sheet No. 54—Map 18, 3rd Ward.

### Block bounded by Warren and Keen Streets, Railroad and Passaic River.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| River Street | | | | |
| 311-315 | A. Mahler ..... | $3,000 | $3,500 | $6,500 |
| 317-319 | Friemark & Horwich ..... | 1,200 | 1,300 | 2,500 |
| 321-323 | Samuel Cohen ..... | 1,800 | 3,500 | 5,300 |
| 325-331 | Edward Ryan ..... | 3,800 | 5,500 | 9,300 |
| 314-330 | Jno. A. Lydecker ..... | 8,700 | 9,300 | 18,000 |
| Warren St. | | | | |
| 2-8 | Jno. Hinchliffe ..... | 1,900 | | 1,900 |
| 10-12 | Matilda Sturr ..... | 900 | | 900 |
| 14-24; 18 | Jno. Hinchliffe ..... | 1,200 | 1,400 | 2,600 |
| Keen St. | | | | |
| 3-13 | Max Bernstein ..... | 3,000 | 1,600 | 4,600 |
| 15-17 | Andrew Baum ..... | 1,500 | 1,000 | 2,500 |
| Block bounded by | Keen, Railroad, Franklin and Passaic River. | | | |
| River St. | | | | |
| 294-302 | Est. B. Richard ..... | 4,300 | 4,500 | 8,800 |
| 304-312 | Fullerton & Co..... | 7,000 | 20,100 | 27,100 |
| 285-291 | Louis Paer ..... | 3,500 | 4,000 | 7,500 |
| 293 | Fred. Lochman ..... | 1,000 | 1,500 | 2,500 |
| 295-297 | Michael Yoeman ..... | 2,000 | 2,200 | 4,200 |
| 299-303 | Louis Berman ..... | 3,200 | 4,500 | 7,700 |

*Exhibit P-42.*

## Sheet No. 55—Map 18, 3rd Ward.

### Block bounded by Railroad, Franklin, River St. and Sassafras St.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Franklin St. | | | | |
| 20 | Mrs. H. A. Hagen | $ 700 | $1,700 | $2,400 |
| 22 | Geo. Baum | 700 | 1,400 | 2,100 |
| 24 | Louis Baum, Jr. | 700 | 200 | 900 |
| 26 | Modestino Porgana | 700 | 1,100 | 1,800 |
| 28-32 | Frank Sands | 1,600 | 1,500 | 3,100 |
| River St. | | | | |
| 276-278 | Michael Lagrissa | 1,000 | 3,800 | 4,800 |
| 280-284 | Jos. Distler | 2,500 | 1,500 | 4,000 |
| 286-288 | Geo. Distler | 2,300 | 2,000 | 4,300 |
| Lafayette St. | | | | |
| 15-½; 21 | Michael Lagrissa | 3,800 | 2,800 | 6,600 |
| ½; 21-23 | Hern. Deutsch | 1,450 | 3,000 | 4,450 |
| 25 | Ida Leidner | 900 | 600 | 1,500 |
| 27-½; 29 | Chris. Pfister | 1,350 | 1,000 | 2,350 |
| ½; 29-35 | Est. Mary Harrison | 4,200 | 1,200 | 5,400 |
| Franklin, River Street, Lafayette Street and Passaic River. | | | | |
| River St. | | | | |
| 271-275 | Car. Hemig, Est. | 4,500 | 7,500 | 12,000 |
| 277-283 | Geo. Kinsey | 3,000 | 1,800 | 4,800 |
| 265-267 | Matilda M. Kuhn | 3,200 | 3,500 | 6,700 |

## Sheet No. 56—Map 23, 4th Ward.

### Block bounded by Lafayette, Straight and Montgomery Street and Railroad.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Lafayette St. | | | | |
| 24-26 | Jno. Armstrong | $2,000 | $1,800 | $3,800 |
| 28-32 | Est. R. R. Armstrong | 3,000 | 3,200 | 6,200 |
| Straight St. | | | | |
| 5-7 | Julia Klander | 2,000 | 500 | 2,500 |
| 9 | Tony Reggo | 800 | 2,200 | 3,000 |
| 11 | Jacob Visser | 800 | 900 | 1,700 |
| 13-19 | Angelo Galizino | 3,500 | 7,000 | 10,500 |
| Montgomery St. | | | | |
| 45-49 | Est. Robt. Armstrong | 2,000 | 1,000 | 3,000 |
| Block bounded by Straight, Montgomery Streets and River Street. | | | | |
| River St. | | | | |
| 234-238 | Eliz. J. Wyman | 4,000 | 9,000 | 13,000 |
| 240-252 | Est. Thos. Weinhardt | 7,000 | 12,500 | 19,500 |
| 245-247 | Louisa Rengle | 2,700 | 2,800 | 5,500 |
| 249 | Cavino Vitone | 800 | 900 | 1,700 |
| 251 | Harry Levy | 1,500 | 1,000 | 2,500 |
| 253 | Harry Levy | 900 | 1,000 | 1,900 |
| 255-263 | Est. Thos. Weinhardt | 6,000 | 11,000 | 17,000 |

*Exhibit P-42.*

## Sheet No. 57—Map 23, 4th Ward.

### Block bounded by Montgomery, Straight, Lawrence and Railroad.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Straight St. | | | | |
| 23-29 | Frank Filasto | $4,300 | $7,500 | $11,800 |
| 31 | Antonio DePasquale | 800 | 900 | 1,700 |
| 33 | David Attanio | 800 | 900 | 1,700 |
| 35 | Angelo Malzione | 700 | 900 | 1,600 |
| 37 | Antonio DePasquale | 700 | 900 | 1,600 |
| Block bounded by Montgomery, Straight, Lawrence and River Streets. | | | | |
| Straight St. | | | | |
| 22-24 | Est. Thos. Weinhardt | 2,000 | 5,200 | 7,200 |
| 26-28 | Cannerio Solinene | 1,800 | 2,800 | 4,600 |
| 30-32 | Tony Pegutti | 1,800 | 200 | 2,000 |
| 34-36 | Morris Moscow | 2,200 | 10,000 | 12,200 |
| Montgomery St. | | | | |
| 10 | P. & V. DeMario | 800 | 1,800 | 2,600 |
| 12 | Samuel Jacobs | 900 | 300 | 1,200 |
| 14-16 | Est. Thos. Weinhardt | 1,800 | 2,800 | 4,600 |
| River St. | | | | |
| 212-222 | Nathan Barnert | 9,000 | 13,000 | 22,000 |
| 224-pt 226 | Morris Fineman | 3,000 | 1,400 | 4,400 |
| pt 226-228 | Peter Gawealis | 2,300 | 1,800 | 4,100 |
| 230 | P. & V. DeMario | 1,300 | 2,000 | 3,300 |
| Lawrence St. | | | | |
| 21-27 | Julius Rejinski | 3,200 | 7,000 | 10,200 |
| 29-31 | Max Abrash | 1,600 | 10,000 | 11,600 |

## Sheet No. 58—Map 23, 4th Ward.

### Block bounded by Railroad, Lawrence, Straight and Fulton Streets.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Straight St. | | | | |
| 39-41 | Annie Charavey | $ 500 | $ 600 | $1,100 |
| Block bounded by Straight, Lawrence and Fulton Streets. | | | | |
| Straight St. | | | | |
| 50-56 | Mrs. Fannie Perry | 3,500 | 6,500 | 10,000 |
| Lawrence Street | | | | |
| 12-18 | Est. Jacob Walder | 3,200 | 5,000 | 8,200 |
| 20-30 | Jacob Levi, Est | 4,800 | 8,200 | 13,000 |
| 32-40 | Jacob Levi, Est | 4,000 | 33,000 | 37,000 |
| Fulton St. | | | | |
| 186-202 River St. & 11-35 Fulton St. | Est. Jacob Walder | 24,500 | 66,000 | 90,500 |
| 37-41 | Est. Jacob Walder | 2,400 | 18,000 | 20,400 |

*Exhibit P-42.*

## Sheet No. 59—Map 23, 4th Ward.

### Block bounded by Railroad—Fulton and Harrison Streets.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Fulton St. | | | | |
| 14 | John Vanderclock | $ 800 | $ 200 | $1,000 |
| 16-20 | Ruth Sowerbutt | 2,400 | 2,000 | 4,400 |
| 22-32 and 9-13 and 10-14 Ann St. | Est. Jacob Walder | 10,500 | 35,000 | 45,500 |
| 34 | Wm. Miller | 800 | 700 | 1,500 |
| 36 | Emily A. Greer | 800 | 700 | 1,500 |
| 38 | Louis S. Brooks | 800 | 700 | 1,500 |
| 40-42 | Benj. Urdang | 1,600 | 1,300 | 2,900 |
| 44-50 | Jno. Agnew | 3,000 | | 3,000 |
| Harrison St. | | | | |
| 29-35 | Ruth Sowerbutt | 3,200 | 4,800 | 8,000 |

## Sheet No. 60—Map 23, 4th Ward.

### Block bounded by Railroad—Harrison, Ann and Governor Streets.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Harrison St. | | | | |
| 49-63 Governor and 42-60 Harrison and 15-17 Ann Sts. | Pat. Brew'g & Malt'g Co | $22,000 | $136,500 | $158,500 |
| Block bounded by Ann, Harrison, Paterson and Governor Streets. | | | | |
| Harrison St. | | | | |
| 30 | Chris Hesher | 800 | 1,600 | 2,400 |
| 32 | Doll & Halstead | 800 | 1,000 | 1,800 |
| 34-36 | Hinchliffe Bros. | 1,700 | 1,200 | 2,900 |
| Paterson St. | | | | |
| 27 | Wm. T. Hinchliffe | 1,500 | 3,000 | 4,500 |
| 29 | David Dabratsky | 1,200 | 1,500 | 2,700 |
| 31-35 | James S. Sowerbutt | 3,500 | 5,700 | 9,200 |
| 37-39 | Adam Fritz, Est. | 2,400 | 2,600 | 5,000 |
| 41 | Adam Fritz, Est. | 1,600 | 3,600 | 5,200 |
| Governor St. | | | | |
| 37 | Adam Fritz, Est. | 900 | 3,100 | 4,000 |
| 39 | Fred Brooks | 900 | 2,800 | 3,700 |
| 41-43 | J. C. Hinchliffe | 2,000 | 7,000 | 9,000 |

## Sheet No. 61—Map 33, 4th Ward.

### Block bounded by Governor St., Railroad—Ann, Tyler, Paterson and Godwin St.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| 76-80 Tyler St. and 75-79 Tyler St. and 46-52 Governor St. and 104-108 Godwin St. and 105-111 Godwin St. and 103 Hamilton Ave. | Est. John Agnew | $23,000 | $8,000 | $31,000 |

*Exhibit P-42.*

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Block bounded by Governor, Tyler, Paterson and Ann Streets. | | | | |
| Paterson St. | | | | |
| 47-49 | Est. Andrew Pawelski.... .... | $2,800 | $1,600 | $4,400 |
| 51 | Ellen Pawelski ..... | 1,200 | 2,300 | 3,500 |
| 53 | Dr. I. Levine ..... | 1,200 | 2,600 | 3,800 |
| 55 | Samuel Blementhal ..... | 1,200 | 2,000 | 3,200 |
| 57 | Mary E. Brown..... | 1,200 | 2,000 | 3,200 |
| 59-61 | Jos. Spinella ..... | 3,000 | 8,500 | 11,500 |
| Tyler St. | | | | |
| 67 | Isaac Basch ..... | 800 | 3,000 | 3,800 |
| 69 | Peter Van Deigle ..... | 800 | 1,800 | 2,600 |
| 71 | Samuel Birkhahn ..... | 750 | 1,000 | 1,750 |
| Ann Street | | | | |
| 44-48 | Mrs. J. H. Robinson..... | 2,300 | 1,800 | 4,100 |
| 50 | Jas. H. Bowles..... | 700 | 400 | 1,100 |
| 52-58 | Thos. Pickford ..... | 1,200 | 1,000 | 2,200 |
| Governor St. | | | | |
| 38 | Andrew Pawelski ..... | 900 | 3,000 | 3,900 |

## Sheet No. 62—Map 33, 4th Ward.

### Block bounded by Tyler, Paterson and Godwin Streets.

| Lot. No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Paterson St. | | | | |
| 67-69 | Frank Pawelski ..... | $3,000 | $5,500 | $8,500 |
| 71 | Mrs. Louisa Green..... | 1,300 | 2,400 | 3,700 |
| 73 | Mrs. Louisa Green..... | 1,300 | 1,700 | 3,000 |
| 75-⅔; 77 | A. B. Van Houten..... | 1,900 | 2,800 | 4,700 |
| ⅓; 77-79 | Sixth Holland Ch..... | Exempt | | 5,000 |
| 81 | Est. A. Pawelski..... | 1,700 | 3,300 | 5,000 |
| Tyler St. | | | | |
| 68-70 | Beulah Lockwood ..... | 1,600 | 2,400 | 4,000 |
| 72-74 | Wm. H. Van Houten..... | 1,600 | 1,400 | 3,000 |
| Godwin St. | | | | |
| 99-101 | Chas. Faveriaux ..... | 1,800 | 3,000 | 4,800 |
| 103 | Wm. T. Gutherson..... | 900 | 300 | 1,200 |
| Block bounded by Godwin, Paterson Sts. and Hamilton Ave. | | | | |
| Godwin St. | | | | |
| 96-102 | Mrs. John Robinson..... | 3,500 | 4,950 | 8,450 |
| Hamilton Ave. | | | | |
| 87-89 | Mrs. J. H. Robinson..... | 4,000 | 7,300 | 11,300 |
| 91 | Mary Billsborrow ..... | 2,500 | 3,800 | 6,300 |
| 93-95 | Walter Vanderbeck ..... | 2,500 | 4,000 | 6,500 |
| 97 | Eliza A. Suttle..... | 1,450 | 3,000 | 4,450 |
| 99-101 | Jno. B. Ludwig..... | 3,400 | 6,600 | 10,000 |
| Paterson St. | | | | |
| 87 | Lawrence Ryan ..... | 1,600 | 4,000 | 5,600 |
| 89-91 | Est. John H. Robinson..... | 2,400 | 1,000 | 3,400 |
| 93 | Ellen Mead ..... | 1,200 | 800 | 2,000 |
| 68-78 | A. B. Van Houten..... | 8,300 | 10,600 | 18,900 |
| 80-82 | James Van Houten ..... | 3,200 | 3,000 | 6,200 |

## Sheet No. 63—Map 33, 4th Ward.

### Block bounded by Godwin, Paterson Streets and Hamilton Avenue.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Godwin St. | | | | |
| 76-80 | Holland Church..... | Exempt | | $32,000 |
| 82-84 | Andrew Dickson ..... | $2,400 | $ 900 | 3,300 |

*Exhibit P-42.*

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Hamilton Ave. | | | | |
| ⅓; 75-77 | James W. Row | $2,400 | $3,100 | $5,500 |
| 79-81 | Dr. Jno. VanNess | 3,600 | 3,500 | 7,100 |
| 83 | A. B. Van Houten | 1,800 | 3,300 | 5,100 |
| 85 | Dr. Rush Neer | 2,200 | 7,000 | 9,200 |
| Paterson St. | | | | |
| 88 | Andrew Dickinson | 1,200 | 1,200 | 2,400 |
| 90 | Hay Over | 900 | 700 | 1,600 |
| 92 | Andrew Dickinson | 900 | 700 | 1,600 |
| 94 | R. C. Legg | 900 | 4,000 | 4,900 |
| Block bounded by Paterson, Hamilton, Fair Streets and Railroad. | | | | |
| Hamilton Ave. | | | | |
| 94-½; 96 | Sophie Weinhardt | 3,100 | 6,300 | 9,400 |
| ½; 96-98 | Jacob Silverman | 2,700 | 3,300 | 6,000 |
| 100 | Gussie Smith | 2,700 | 3,200 | 5,900 |
| 102 | Samuel Weinberg | 1,450 | 3,300 | 4,750 |
| 104 | Irving A. Hopper | 1,450 | 2,800 | 4,250 |
| 106 | Mrs. Wm. B. Gray | 2,000 | 2,400 | 4,400 |
| 108-110 | Leonard White | 1,700 | 3,000 | 4,700 |
| Fair St. | | | | |
| 91-93 | Dr. J. T. Bowden, Est. | 3,300 | 4,500 | 7,800 |
| 95 | Marie K. Frommelt | 1,800 | 2,500 | 4,300 |
| 97 | Wm. B. Kendall, Sr | 2,150 | 5,000 | 7,150 |
| 99-107 | Dr. Wm. Blundell | 7,000 | 2,200 | 9,200 |
| Block bounded by Hamilton Ave., Paterson and Fair Sts. | | | | |
| Fair St. | | | | |
| 81-83 | M. & H. Joelson | 4,500 | 4,500 | 9,000 |
| 85-87 | Dr. M. S. Joelson | 4,000 | 3,500 | 7,500 |
| Hamilton Avenue | | | | |
| 84 | Wm. H. Van Houten | 1,800 | 5,200 | 7,000 |
| 86 | Jno. Mullen | 1,800 | 3,000 | 4,800 |
| 88 | Harvey Dougherty | 1,800 | 2,000 | 3,800 |
| 90-92 | Est. Wm. Fortune | 4,000 | 7,800 | 11,800 |

## Sheet No. 64—Map 33, 4th Ward.

### Block bounded by Fair, Paterson, Broadway and the Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Fair St. | | | | |
| 98 | Simon Opet | $2,200 | $3,500 | $5,700 |
| 100-102 | C. A. Quackenbush | 3,600 | 4,000 | 7,600 |
| 104-½; 106 | Jos. Silver | 2,700 | 3,000 | 5,700 |
| ½; 106-108 | Westervelt & VanBlarcom | 2,700 | 3,000 | 5,700 |
| 110-114 | Rachael Van Houten | 5,100 | 2,400 | 7,500 |
| Broadway | | | | |
| 159 | James Levie | 6,000 | 8,000 | 14,000 |
| 161-169 | Broadway Reformed Ch | Exempt | | 40,000 |
| 171-175 | Catherine Van Houten | 10,500 | 7,000 | 17,500 |
| Block bounded by Fair, Paterson Streets and Broadway. | | | | |
| Broadway | | | | |
| 147 | Nathaniel Hough | 5,000 | 3,000 | 8,000 |
| 149 | Michael Dove | 5,000 | 5,000 | 10,000 |
| 151 | Est. A. M. Decker | 5,000 | 3,000 | 8,000 |
| 153-155 | William Hewitt | 8,500 | 6,000 | 14,500 |
| Fair St. | | | | |
| ½; 88-90 | Dr. Henry Kipp | 2,700 | 4,000 | 6,700 |
| 92-½; 94 | Rachael Steinberg | 2,700 | 3,000 | 5,700 |
| ½; 94-96 | B. S. Rosenstone | 3,100 | 3,000 | 6,100 |

*Exhibit P-42.*

## Sheet No. 65—Map 44, 5th Ward.

### Block bounded by Broadway, Paterson, Van Houten Streets and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Broadway | | | | |
| 162-164 | Est. H. B. Crosby | $11,100 | $5,500 | $16,600 |
| 166-168 | Est. J. J. Brown | 10,150 | 5,000 | 15,150 |
| 170-172 | Dr. W. B. Johnson | 10,100 | 6,000 | 16,100 |
| 174 | Dr. A. B. Vanderbeek | 6,000 | 3,000 | 9,000 |
| 176-178 | Nathan Barnert (H. F. S.) | Exempt | | 25,700 |
| Van Houten St. | | | | |
| 187-189 | Est. H. B. Crosby | 5,000 | 350 | 5,350 |
| 191-193 | Mrs. Mary Brown | 4,565 | 120 | 4,685 |
| 195 | Jacob Steele | 2,340 | 2,600 | 4,940 |
| 197 | Ernest S. Fields | 2,340 | 3,000 | 5,340 |
| 199-205 | Van Houten & Stevenson | 7,500 | 17,000 | 24,500 |
| Block bounded by Broadway, Van Houten and Paterson Streets. | | | | |
| Van Houten | | | | |
| 173-175 | A. A. Beekman | 4,500 | 3,800 | 8,300 |
| 177 | A. A. Beekman | 2,270 | 2,500 | 4,700 |
| 179 | Mrs. Henry Van Riper | 2,250 | 1,700 | 3,950 |
| 181 | Chas. H. May | 2,710 | 3,000 | 5,710 |
| Broadway | | | | |
| ½; 152-154 | Michael Dunn | 7,340 | 1,500 | 8,840 |
| 156 | Women's Chr. Temp. U. | 5,700 | 5,000 | 10,700 |
| 158 | Mrs. S. C. M. Allen | 4,700 | 4,000 | 8,700 |
| 160 | McCoy & Johnson | 6,060 | 3,500 | 9,560 |

## Sheet No. 66—Map 44, 5th Ward.

### Block bounded by Van Houten, Paterson and Ellison Streets and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Van Houten St. | | | | |
| 188-190 | Dr. W. H. Lowe | $4,260 | $4,200 | $8,460 |
| 192-194 | Dr. H. W. Lucas | 4,350 | 3,600 | 7,950 |
| 196-198 | Helen Hurd | 6,250 | 4,500 | 10,750 |
| 200-202 | Henry L. Berdan | 5,820 | 5,000 | 10,820 |
| 204-206 | D. G. Rodgers | 4,060 | 32,000 | 36,060 |
| Paterson St. | | | | |
| 173 | Est. W. W. Phelps | 2,470 | 2,000 | 4,470 |
| 175. | P. Coughlin | 2,500 | 2,000 | 4,500 |
| 177 | Mrs. I. H. Voorhis | 2,500 | 4,300 | 6,800 |
| 179 | J. A. Stoutenborough | 3,300 | 2,400 | 5,700 |
| 181-⅗; 183 | Mrs. J. C. Todd | 4,050 | 2,600 | 6,650 |
| ⅖; 183-185 | Sarah B. Haines | 3,450 | 2,100 | 5,550 |
| 187 | Thomas Beveridge | 3,250 | 2,100 | 5,350 |
| Ellison St. | | | | |
| 219-229 | E. M. Stiles | 17,250 | 900 | 18,150 |
| Block bounded by Paterson, Van Houten and Ellison Streets. | | | | |
| Map 43. | | | | |
| Ellison St. | | | | |
| 195-197 | Emma A. Lewis | 5,400 | 4,800 | 10,200 |
| 199 | Mrs. C. V. R. Cadmus | 2,500 | 4,000 | 6,500 |
| 201 | Dr. J. H. Bradworth | 2,500 | 1,700 | 4,200 |
| 203 | Mrs. Ellen Straw | 2,500 | 2,400 | 4,900 |
| 205 | S. G. Walker | 3,000 | 8,500 | 11,500 |

*Exhibit P-42.*

| | | | | |
|---|---|---|---|---|
| Paterson St. | | | | |
| 174 | J. W. Miller | $2,800 | $6,000 | $8,800 |
| 176 | Est. J. W. McKee | 3,600 | 3,300 | 6,900 |
| 178 | Nettie Dingman | 2,775 | 4,000 | 6,775 |
| 180 | James Levie | 2,900 | 1,600 | 4,500 |
| Van Houten | | | | |
| 170 | Est. A. D. Winfield | 2,700 | 3,000 | 5,700 |
| 172 | Mrs. Emily Cahill | 2,700 | 4,500 | 7,200 |
| 174-180 | N. Y. Telephone Co. | 8,600 | 48,000 | 56,600 |

## Sheet No. 67—Map 44, 5th Ward.

### Block bounded by Ellison, Paterson and Market Streets and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Ellison St. | | | | |
| 220-222 | Erie Railroad | $5,830 | | $5,830 |
| 224-½; 228 | Erie Railroad 2nd Class R. R. property. | | | |
| ½; 228-230 | Erie Railroad | 5,500 | $2,500 | 8,000 |
| Paterson St. | | | | |
| 193-201 | Central Storage Co. | 13,250 | 13,000 | 26,250 |
| 203-207 | N. Y. & N. J. R. T. Co. | 7,500 | 6,600 | 14,100 |
| 209-213 | I. & M. A. Sheehan | 9,000 | 5,000 | 14,000 |
| 215 | A. A. Beekman | 3,000 | 10,000 | 13,000 |
| 217-219 Rear 221-223 | Pat. Vehicle Co. | 7,200 | 5,500 | 12,700 |
| 221 | L. Sandford | 2,500 | 1,600 | 4,100 |
| Market St. | | | | |
| 237-pt 253 | Manhattan Hotel Co. | 89,720 | 44,300 | 134,020 |
| pt 253-259 | Erie R. R. Company | 52,080 | 10,000 | 62,080 |
| Block bounded by Market, Paterson and Ellison Streets. Map No. 43 5th Ward. | | | | |
| Market St. | | | | |
| 223-225 | Jas. Inglis, Jr. | 35,000 | 3,300 | 38,300 |
| 227-229 | R. B. Stoutenborough | 35,000 | 3,000 | 38,000 |
| 231 | A. L. Simon | 29,000 | 20,000 | 49,000 |
| Paterson St. | | | | |
| 200 | Tony Dinapole | 700 | 400 | 1,100 |
| 202 | H. G. Hohefield | 2,500 | 2,500 | 5,000 |
| 204 and Rears 204-206 | Public Service Corp. | 5,000 | 26,000 | 31,000 |
| 206 | Anson Carlton | 2,500 | 300 | 2,800 |
| 208-210 | Isaac Blauvelt | 5,000 | 2,600 | 7,600 |
| 212-216 Rears 208-216 | H. J. Koehler | 9,000 | 500 | 9,500 |
| 218-pt 220 | A. & D. B. Hubbard | 7,000 | 2,500 | 9,500 |
| pt 220-222 | R. B. Stoutenborough | 950 | 600 | 1,550 |
| Ellison St. | | | | |
| 200-202 | Mrs. M. B. O'Connell | 4,585 | 5,300 | 9,885 |
| 204 | P. R. Schuyler | 2,500 | 3,000 | 5,500 |
| 206 | Thomas Holt | 2,600 | 2,200 | 4,800 |

## Sheet No. 68—Map 52, 9th Ward.

### Block bounded by Market, Prince, Ward Street and Railroad Ave.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Market St. | | | | |
| 222-224 | Est. Lederer | $40,000 | $9,000 | $49,000 |
| 226-236 | Mrs. S. H. Wall | 120,000 | 35,000 | 155,000 |

*Exhibit P-42.*

| | | | | |
|---|---|---|---|---|
| Prince Street | | | | |
| 13 | Silk City R. E. Ass'n..... | $2,500 | $3,000 | $5,500 |
| 15 | Laffray Grocery Co..... | 2,100 | 7,500 | 9,600 |
| 17-19 | Chas. B. Dunn..... | 5,000 | 3,000 | 8,000 |
| Ward Street | | | | |
| 153 | Wallace Graham, Sr..... | 2,500 | 1,400 | 3,900 |
| 155 | Frank Wilkinson ..... | 2,000 | 1,400 | 3,400 |
| 157 | Frank Wilkinson ..... | 2,000 | 1,500 | 3,500 |
| 159-179 | Silk City R. E. Ass'n..... | 21,000 | 42,000 | 63,000 |
| Block bounded by Ward St., Railroad Ave., Grand St., and Dale Ave. | | | | |
| Ward St. | | | | |
| 158-160 | Franz Ulrich ..... | 5,000 | 18,000 | 23,000 |
| 162-168 | J. O. Terhune ..... | 8,000 | 12,000 | 20,000 |
| 170-172 | Nathan Barnert ..... | 5,000 | | 5,000 |
| Railroad Ave. | | | | |
| 32 | W. J. Wooley ..... | 2,000 | 2,000 | 4,000 |
| 34-56 | Ketcham Estate ..... | 30,000 | 62,000 | 92,000 |
| Grand St. | | | | |
| 451-465 | Nathan Barnert ..... | 21,000 | 44,500 | 65,500 |
| Dale Avenue | | | | |
| 9 | W. J. Wooley ..... | 1,500 | 3,500 | 5,000 |
| 11-33 | Nathan Barnert ..... | 12,000 | 36,500 | 48,500 |

## Sheet No. 69—Map 57, 9th Ward.

### Block bounded by Grand St., Railroad Ave., Slater St., and Dale Ave.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Railroad Avenue | | | | |
| 74-98 and 51-75 Dale Ave. | Watson Machine Co..... | $36,000 | $35,000 | $71,000 |
| 100-102 R. R. Ave. 77-79 Dale Ave. | Martin Goble Co..... | 5,400 | 300 | 5,700 |
| 104-106 R. R. Ave. 81-85 Dale Ave. | Public Service Corp..... | 6,600 | 7,000 | 13,600 |
| 108-112 R. R. Ave. 87-89 Dale Ave. | James Wilson ..... | 7,500 | 20,000 | 27,500 |
| Block bounded by Slater, Green Sts. and Railroad and Dale Aves. | | | | |
| Railroad Avenue | | | | |
| 118-126 fts. 128-130 | Wm. M. Smith..... | 16,600 | 1,000 | 17,600 |
| 132-150 | Est. Sam'l Smith & Sons..... | 12,000 | 5,000 | 17,000 |
| 152-156 | Chris Kelley ..... | 4,000 | 900 | 4,900 |
| Dale Avenue | | | | |
| ⅓; 105-107 | Union Brewing Co..... | 2,400 | 800 | 3,200 |
| 109-127 | Est. S. Smith & Sons..... | 10,000 | 12,000 | 22,000 |
| 129-133 | Chris Kelly ..... | 3,300 | | 3,300 |

## Sheet No. 70—Map 63, 9th Ward.

### Block bounded by Cedar and Clay Streets, Railroad Avenue and Railroad.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Railroad Ave. | | | | |
| fts. 153-181 rears 183-205 | Erie Railroad. Second class property. | | | |
| fts. 183-205 | Standard Oil Co..... | $6,300 | $12,000 | $18,300 |
| 207-223 | Erie R. R..... | 7,000 | | 7,000 |

*Exhibit P-42.*

| | | | | |
|---|---|---|---|---|
| Block bounded by Green and Taylor Sts., Railroad and Dale Aves. | | | | |
| Railroad Ave. | | | | |
| 162-190 | Erie R. R. Co | $18,400 | $2,800 | $21,200 |
| 192-194 | M. K. Kametz | 2,100 | 4,400 | 6,500 |
| Dale Avenue | | | | |
| 139-168 | D. L. & W. R. R. Co. Second class railroad property. | | | |
| Taylor Street | | | | |
| 47-51 | D. L. & W. R. R. Co. Second class railroad property. | | | |
| fts. 53-55 | M. K. Kametz | 1,200 | 2,800 | 4,000 |
| Spring Street | | | | |
| 121 | D. L. & W. R. R. Co | 700 | 1,300 | 2,000 |
| 123 | John H. Bimson | 500 | 1,500 | 2,000 |
| 125-127 | C. D. Pollard | 1,500 | 4,800 | 6,300 |
| Block bounded by Railroad Ave., Clay St., D. L. & W. R. R. Co., Taylor St. | | | | |
| Taylor St. | | | | |
| 54-60 | Henrietta Blackburn | 4,200 | 13,000 | 17,200 |
| Railroad Ave. | | | | |
| fts. 208-220 | D. L. & W. R. R. Co | 6,000 | | 6,000 |
| Rears 208-220 | D. L. & W. R. R. Railroad property. | | | |
| Clay Street | | | | |
| 145-151 | D. L. & W. R. R. Second class R. R. | | | |

## Sheet No. 71—Map 71, 10th Ward.

### Block bounded by Clay, Straight, Peach and Plum Streets.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Clay St. | | | | |
| 166-174 | E. M. Stiles | $4,800 | | $4,800 |
| Straight St. | | | | |
| 492-496 | E. M. Stiles | 3,000 | | 3,000 |
| 498-502 | Marie E. Bogert | 3,000 | $ 300 | 3,300 |
| Peach St. | | | | |
| 23-25 | E. M. Stiles | 1,300 | 1,400 | 2,700 |
| 27-29 | Mary Lach | 1,200 | 3,000 | 4,200 |
| Plum Street | | | | |
| 7-13 | E. M. Stiles | 2,800 | | 2,800 |
| Block bounded by Clay, Plum, Peach and Spring Streets. | | | | |
| Clay St. | | | | |
| 152-160 | D. L. & W. R. R. | 3,840 | 4,000 | 7,840 |
| Plum Street | | | | |
| 6-14 | D. L. & W. R. R. Second class railroad. | | | |
| Peach St. | | | | |
| 1 | M. J. O'Rourke | 800 | 1,500 | 2,300 |
| 3-7 | M. J. O'Rourke | 1,600 | 5,300 | 6,900 |
| 9 | Jno. E. Quackenbush | 600 | 1,100 | 1,700 |
| 11 | D. L. & W. R. R. | 600 | | 600 |
| 13-17 | D. L. & W. R. R. Second class railroad. | | | |
| Spring St. | | | | |
| 159 | Jacob Brookstein | 800 | 2,400 | 3,200 |
| 161 | Jane Whorwell | 600 | 1,500 | 2,100 |
| 163 | Mrs. E. Smith | 600 | 1,600 | 2,200 |
| 165 | Isaac Anderson | 600 | 1,100 | 1,700 |
| 167 | Isreal Peel | 600 | 2,200 | 2,800 |
| 169 | Thomas Conlon | 600 | 100 | 700 |
| 171 | Sarah Horwitz | 600 | 1,800 | 2,400 |

*Exhibit P-42.*

## Sheet No. 72—Map 71, 10th Ward.
## Block bounded by Straight, Peach and Plum Streets and Washington Avenue.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Straight St. | | | | |
| 508-510 | Joseph Lach | $1,800 | $1,500 | $3,300 |
| 512-518 | Bogart & Karlough | 3,200 | 5,000 | 8,200 |
| 520 | James C. Hinchliffe | 700 | 1,400 | 2,100 |
| 522 | D. C. Bolton, Est. | 700 | 700 | 1,400 |
| 524-526 | Patrick Reardon | 1,400 | 2,000 | 3,400 |
| 528-530 | D. L. & W. R. R. Co. | 1,500 | | 1,500 |
| Peach Street | | | | |
| 24-26 | Geo. Herman | 1,400 | 1,500 | 2,900 |
| 28 | Bogart & Carlough Co. | 700 | | 700 |
| Plum Street | | | | |
| 33-39 | D. L. & W. R. R. Second class railroad property. | | | |
| Washington Ave. | | | | |
| 53-59 | D. L. & W. R. R. Second class railroad property. | | | |
| Block bounded by Straight and Hemlock Streets and Getty and W. Railway Aves., on parts of Maps 71 and 78. | | | | |
| | Passaic Structural Steel Company (300 lots) | 150,000 | 150,000 | 300,000 |

## Sheet No. 73—Map 78, 10th Ward.
## Block bounded by Hemlock, West Railway, Elizabeth and Getty Avenue.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Hemlock St. | | | | |
| 72-78 | Amn. Locomotive Co. | $4,500 | | $4,500 |
| West Railway | | | | |
| 101-108 | Amn. Locomotive Co. | 4,500 | | 4,500 |
| Elizabeth St. | | | | |
| 71-87 | Amn. Locomotive Co. | 4,500 | | 4,500 |
| Getty Avenue | | | | |
| 173-175 | Amn. Locomotive Co. | 1,000 | | 1,000 |
| Block bounded by Getty, Madison, West Railway and Elizabeth Street. | | | | |
| Elizabeth St. | | | | |
| 64-90 | Amn. Locomotive Co. | 7,000 | | 7,000 |
| West Railway | | | | |
| 111-118 | Amn. Locomotive Co. | 4,500 | | 4,500 |
| Madison Ave. | | | | |
| 1186-1212 | Amn. Locomotive Co. | 7,000 | | 7,000 |
| Getty Ave. | | | | |
| 181-195 | Amn. Locomotive Co. | 4,000 | | 4,000 |

## Sheet No. 74—Map 85, 10th Ward.
## Block bounded by Madison Ave., Getty Ave., Robert St., & Erie R. R.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Getty Ave. | | | | |
| 203-277 | Amn. Loco. Co. (208 lots) | $83,200 | $180,000 | $263,200 |
| Block bounded by Robert St., West Railway, Thomas and Getty Avenue. | | | | |
| Getty Ave. | | | | |
| 283-297 | Amn. Loco. Co. | 3,700 | | 3,700 |
| West Railway | | | | |
| 162-169 | Amn. Loco. Co. | 1,700 | | 1,700 |
| Thomas St. | | | | |
| 63-97 | Amn. Loco. Co. | 6,300 | | 6,300 |
| Robert St. | | | | |
| 64-98 | Amn. Loco. Co. | 6,300 | | 6,300 |

*Exhibit P-42.*

## Sheet No. 75—Map 85, 10th Ward.

### Block bounded by Thomas St., West Railway, George and Getty Avenue.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Thomas St. | | | | |
| 64-68 | Geo. Lang, Est. | $1,050 | $5,200 | $6,250 |
| 70 | Jno. Laird | 350 | 1,100 | 1,450 |
| 72-74 | James M. McGlashen | 700 | 2,100 | 2,800 |
| 76 | Chas. P. Thrift | 350 | 900 | 1,250 |
| 78 | Jos. P. Smith | 350 | 1,600 | 1,950 |
| 80-84 | Hattie Breeze | 1,050 | | 1,050 |
| 86-88 | Thos. C. Rooney | 700 | 2,600 | 3,300 |
| 90-94 | Jacob Friesch | 1,050 | 3,800 | 4,850 |
| 96 | Chas. E. Mueller | 350 | | 350 |
| West Railway | | | | |
| 172-179 | Chas. E. Mueller | 1,700 | 6,000 | 7,700 |
| George St. | | | | |
| 63 | Jno. Hand & Sons | 300 | | 300 |
| 65-67 | Andrew Holmes | 600 | 1,500 | 2,100 |
| 69-73 | Ellen Hogan | 900 | | 900 |
| 75-77 | Hattie Breeze | 600 | 4,500 | 5,100 |
| 79-87 | W. Vandenburgh | 1,500 | 12,000 | 13,500 |
| 89-93 | Jacob Frisch | 900 | | 900 |
| 95 | Chas. E. Mueller | 300 | 500 | 800 |
| Getty Avenue | | | | |
| 303-307 | Henry Lang | 1,400 | 9,600 | 11,000 |
| ft. 309 | James Crooks | 400 | | 400 |
| Rear 309 | Henry Lang | 50 | | 50 |
| 311 | Eliza Farrell | 450 | 2,000 | 2,450 |
| 313 | Martha E. Prall | 450 | 2,000 | 2,450 |
| 315-317 | Hannah Earley | 950 | 4,500 | 5,450 |

## Sheet No. 76—Map 85, 10th Ward.

### Block bounded by George, West Railway, Gould and Getty Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| George St. | | | | |
| 64-78 | Michael Lynch | $2,800 | $57,000 | $59,800 |
| 80-90 | Michael Lynch | 2,100 | | 2,100 |
| 92 | Mrs. Jane Hogg | 350 | 2,000 | 2,350 |
| 94 | C. Z. Van Riper | 350 | | 350 |
| 96 | Abram Krulewitz | 350 | | 350 |
| West Railway | | | | |
| 182-183 | C. Z. Van Riper | 450 | | 450 |
| 184-185 | Jennie A. Cadmus | 400 | | 400 |
| 186-188 | Jno. Terhune | 600 | | 600 |
| 189-191 | Henry Bewkes | 600 | | 600 |
| 192-193 | I. M. Terhune | 450 | | 450 |
| Gould Ave. | | | | |
| 155-157 | M. Lynch | 700 | | 700 |
| 159 | Jennie A. Cadmus | 350 | | 350 |
| 161-167 | Jno. Terhune | 1,400 | | 1,400 |
| 169-175 | Max Pitowiskey | 1,400 | | 1,400 |
| 177-183 | Jennie A. Cadmus | 1,400 | | 1,400 |
| 185 | Abram Kruliwitz | 350 | | 350 |
| 187 | Wilhelmina Regeisch | 350 | 2,000 | 2,350 |
| Getty Avenue | | | | |
| 323-325 | Albert Earley | 1,040 | 4,500 | 5,540 |
| 327-343 | E. & Z. Van Raalter | 4,050 | | 4,050 |
| 345 | Julia Barry | 590 | 8,000 | 8,590 |

*Exhibit P-42.*

## Sheet No. 77—Map 85, 10th Ward.

### Block bounded by Gould, West Railway, Goshen and Getty Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Getty Ave. | | | | |
| 351-353 | Cons. Brewing Co | $ 950 | $2,500 | $3,450 |
| 355-pt 357 | James J. Cardiff | 540 | | 540 |
| pt 357-pt 359 | W. Collins | 540 | | 540 |
| pt 359-367 | Thos. Dynan, Est | 1,970 | | 1,970 |
| Gould Avenue | | | | |
| 156-160 | Wm. J. Dynan | 900 | | 900 |
| 162 | Thos. Dynan | 300 | | 300 |
| 164 | W. H. Gibbs | 300 | 1,300 | 1,600 |
| 166-186 | Jno. Hand & Sons | 3,300 | | 3,300 |
| West Railway | | | | |
| 196-204 | Jno. Hand & Sons | 1,900 | 40,000 | 41,900 |
| Goshen St. | | | | |
| 63-69 | Thomas Dynan, Est | 1,000 | | 1,000 |
| 71-93 | Jno. Hand & Sons | 3,000 | | 3,000 |

## Sheet No. 78—Map 89, 10th Ward.

### Block bounded by Goshen, West Railway, Grove Street and Getty Avenue.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Goshen St. | | | | |
| 64 | Agnes Kidd | $ 250 | | $ 250 |
| 66 | Catherine Hough | 250 | | 250 |
| 68 | Sam'l G. McKiernan | 250 | | 250 |
| 70-72 | Henry McCormick | 500 | $1,100 | 1,600 |
| 74-86 | S. G. McKiernan | 1,750 | | 1,750 |
| 88-96 | Mary S. Brown | 1,250 | | 1,250 |
| West Railway | | | | |
| 208 | G. DeLucia | 250 | | 250 |
| 209-211 | Mary Brown | 600 | | 600 |
| 212-215 | S. G. McKiernan | 850 | | 850 |
| Grove St. | | | | |
| 63-65 | F. J. Noonan | 500 | | 500 |
| 67 | Rachael Villa | 250 | | 250 |
| 69 | James Riley | 250 | | 250 |
| 71-73 | Watson Machine Co | 500 | | 500 |
| 75-95 | S. G. McKiernan | 2,750 | | 2,750 |
| Getty Ave. | | | | |
| 373 | Hattie Wolf | 500 | | 500 |
| 375 | Mrs. James Connolly | 450 | | 450 |
| 377 | David Davakjy | 450 | | 450 |
| 379 | Rose O'Connor | 450 | | 450 |
| 381-387 | Henry F. Comiskey | 1,850 | | 1,850 |

## Sheet No. 79—Map 89, 10th Ward.

### Block bounded by Grove, West Railway, Michigan and Getty Avenue.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Getty Ave. | | | | |
| 393-401 | Colt & Fowler | $1,550 | $1,300 | $2,850 |
| 403-407 | Jno. Kelly | 950 | 1,200 | 2,150 |

*Exhibit P-42.*

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Grove St. | | | | |
| 64-66 | Anthony Jorlett | $500 | $1,200 | $1,700 |
| 68 | Tony Dannella | 250 | | 250 |
| 70-78 | Chas. Turnbull | 1,250 | | 1,250 |
| 84-90 | Standard Oil Co. | 2,000 | | 2,000 |
| West Railway | | | | |
| 218-225 | Standard Oil Co. | 1,700 | | 1,700 |
| Michigan Ave. | | | | |
| 61 | Geo. R. Turnbull | 250 | | 250 |
| 63 | Chas. Cordon | 250 | 850 | 1,100 |
| 65-73 | Geo. R. Turnbull | 1,250 | | 1,250 |
| 75 | S. G. McKiernan | 250 | | 250 |
| 77-91 | Standard Oil Co. | 2,000 | | 2,000 |

## Sheet No. 80—Map 89, 10th Ward.

### Block bounded by Michigan, West Railway, Delaware and Getty Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Getty Ave. | | | | |
| 413-415 | Wood McKee | $ 650 | | $ 650 |
| 417-419 | R. Pierce | 600 | | 600 |
| 421-427 | Emma J. Greaves | 1,250 | | 1,250 |
| Michigan Ave. | | | | |
| 62-64 | Ellen Ryerson | 500 | | 500 |
| 66-70 | S. G. McKiernan | 750 | | 750 |
| 72-76 | Jennie E. Copeland | 750 | | 750 |
| 78-84 | Jas. Crooks | 1,000 | | 1,000 |
| 86-92 | Louis Mai | 1,000 | | 1,000 |
| West Railway | | | | |
| 228-231 | Louis Mai | 850 | | 850 |
| 232-235 | Henry Tries | 850 | | 850 |
| Delaware Ave. | | | | |
| 61 | Emma J. Greaves | 250 | | 250 |
| 63-71 | Henry Tries | 1,250 | $ 600 | 1,850 |
| 73-79 | Jno. Suppo | 1,000 | 1,500 | 2,500 |
| 81-83 | Jno. Petnoff | 500 | | 500 |
| 85-89 | Henry Tries | 750 | | 750 |
| 91 | Wm. I. Norris | 250 | | 250 |

## Sheet No. 81—Map 89, 10th Ward.

### Block bounded by Delaware, West Railway, Buffalo and Getty Avenues.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Delaware Ave. | | | | |
| 62 | S. G. McKiernan | $ 250 | | $ 250 |
| 64-66 | I. Cohen | 500 | $ 600 | 1,100 |
| 68 | Annie Beyersdorf | 250 | | 250 |
| 70-72 | Geo. R. McLean | 500 | 2,200 | 2,700 |
| 74-76 | E. B. Crooks | 500 | | 500 |
| 78 | Henry Arrighi | 250 | 1,200 | 1,450 |
| 80-90 | S. G. McKiernan | 1,200 | | 1,200 |
| West Railway Ave. | | | | |
| 238-245 | S. G. McKiernan | 1,700 | | 1,700 |
| Buffalo Ave. | | | | |
| 159-187 | S. G. McKiernan | 3,000 | | 3,000 |

*Exhibit P-42.*

| | | | | |
|---|---|---|---|---|
| Getty Ave. | | | | |
| 433 | Jane Johnson | $300 | | $300 |
| 435 | C. F. Reiher | 250 | | 250 |
| 437 | Geo. Van Riper | 250 | $3,000 | 3,250 |
| 439 | Jos. S. Knight | 250 | 2,300 | 2,550 |
| 441 | Rosa Rodgers | 250 | 1,100 | 1,350 |
| 443-447 | S. G. McKiernan | 800 | | 800 |

## Sheet No. 82—Map 89, 10th Ward.

### Block bounded by Buffalo, West Railway, Vesper and Getty Avenue.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Getty Ave. | | | | |
| 453-459 | S. G. McKiernan | $ 850 | | $ 850 |
| 461-467 | Ann McKiernan | 850 | | 850 |
| Vesper St. | | | | |
| 9-37 | Ann McKiernan | 2,250 | | 2,250 |
| West Railway | | | | |
| 248-251 | S. G. McKiernan | 800 | | 800 |
| 252-255 | Ann McKiernan | 800 | | 800 |
| Buffalo Ave. | | | | |
| 160-188 | S. G. McKiernan | 3,000 | | 3,000 |

## Sheet No. 83—Map 89, 10th Ward.

### Block bounded by Vesper, West Railway, Genessee and Getty Avenue.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| West Railway | | | | |
| 258-269 | Andrew Cardinal | $2,650 | $25,000 | $27,650 |
| Vesper St. | | | | |
| 10-16 | Steel Button Mfg. Co | 800 | | 800 |
| 18-22 | Ann McKiernan | 600 | | 600 |
| 24-30 | S. G. McKiernan | 800 | | 800 |
| 32-38 | Assessed on Railroad Avenue. | | | |
| Getty Ave. | | | | |
| 473-½; 479 | Steel Button Mfg. Co | 700 | 7,500 | 8,200 |
| ½; 479-483 | Jno. Donnelly | 500 | | 500 |
| 485 | Lizzie Spear | 200 | | 200 |
| Genessee Ave. | | | | |
| 163-½; 165 | A. A. Breen | 370 | | 370 |
| ½; 165-169 | Mises Wilson | 620 | | 620 |
| 171-173 | Aug. Liss | 500 | | 500 |
| 175-179 | Frank Quinn | 750 | 1,200 | 1,950 |
| 181-183 | S. A. Cooke | 500 | | 500 |
| 185-187 | E. E. Belynea | 500 | | 500 |
| 189-⅓; 195 | Chas. Buttell | 800 | 1,400 | 2,200 |
| 197 | Mich. End | 250 | 1,600 | 1,850 |
| 199-203 | Howard | 800 | 1,600 | 2,400 |

## Sheet No. 84—Map 89, 10th Ward.

### Block bounded by Genessee, Getty, West Railway and Knickerbocker Ave.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Getty Ave. | | | | |
| 489 | Mrs. A. A. Brace | $ 200 | | $ 200 |
| 491 | Jno. Phalon, Est. | 200 | | 200 |
| 493 | E. H. Baldwin | 200 | | 200 |
| 495 | Edwin Gould | 200 | | 200 |
| 497-503 | Presby Church | Exempt | | |

*Exhibit P-42.*

| | | | | |
|---|---|---|---|---|
| Genessee Ave. | | | | |
| 168-176 | C. Seinkbell | $1,250 | $1,200 | $2,450 |
| 178-182 | Elenor Parsons | 750 | | 750 |
| 184-186 | Jno. A. Croker | 500 | | 500 |
| 188-190 | Jno. A. Croker, Est. | 500 | 900 | 1,400 |
| 192-194 | A. T. Lorme | 500 | | 500 |
| 196-198 | Dr. P. S. Kinne | 500 | 1,400 | 1,900 |
| West Railway | | | | |
| 278-281 | Dr. P. S. Kinne | 850 | | 850 |
| 282-285 | C. W. Congdon | 800 | | 800 |
| Knickerbocker Ave. | | | | |
| 167-173 | C. Seinkbell | 1,000 | 2,000 | 3,000 |
| 175 | Jas. Crooks | 250 | | 250 |
| 177-181 | Jno. A. Croker, Est. | 750 | | 750 |
| 183-187 | Jno. A. Croker | 750 | 2,000 | 2,750 |
| 189-191 | Jno. B. Pustula | 500 | 1,800 | 2,300 |
| 193 | Dr. P. S. Kinne | 250 | | 250 |
| 195 | Marie Hendricks | 250 | 3,600 | 3,850 |
| 197-199 | Dr. P. S. Kinne | 500 | 700 | 1,200 |

## Sheet No. 85—Map 89, 10th Ward.

### Block bounded by Getty, Knickerbocker, West Railway and Crooks Ave.

| Lot No. | Assessed to | Land | Building | Total |
|---|---|---|---|---|
| Getty Ave. | | | | |
| 509-515 | Jno. A. Croker | $ 850 | | $ 850 |
| Knickerbocker Ave. | | | | |
| 174-180 | Jno. A. Croker | 1,000 | | 1,000 |
| 182-184 | Jno. Gimmell | 500 | $3,000 | 3,500 |
| 186-188 | S. Desmet | 500 | 1,500 | 2,000 |
| 190-192 | C. Beckert | 500 | 900 | 1,400 |
| 194-200 | Geo. Warner | 1,000 | 900 | 1,900 |
| 202-204 | S. Desmet | 500 | 1,050 | 1,550 |
| West Railway Ave. | | | | |
| 288-290 | A. L. R. Spagenmacher | 650 | | 650 |
| 291 | Jas. Crooks | 250 | | 250 |
| 292-293 | C. Buckley | 400 | 1,100 | 1,500 |
| 294-295 | C. W. Congdon | 450 | | 450 |
| Crooks Ave. | | | | |
| 169-pt 171 | Otto L. Fullboam | 450 | 1,200 | 1,650 |
| pt 171-173 | Theo. Funk | 360 | 1,100 | 1,460 |
| 175-177 | Jos. N. Fowler | 600 | 1,000 | 1,600 |
| 179-181 | Angelo Roncorano | 600 | 2,500 | 3,100 |
| 183-187 | C. Albonico | 900 | 3,000 | 3,900 |
| 189 | Cessario DeBlaise | 300 | 1,000 | 1,300 |
| 191 | Frank Migliasco | 300 | | 300 |
| 193-195 | Henry Lang | 600 | 1,150 | 1,750 |
| 197-199 | Angelino Note | 500 | 600 | 1,100 |
| 201 | S. K. Kinne | 250 | | 250 |
| 203-205 | Jno. Pustula | 500 | 900 | 1,400 |
| 207 | C. W. Congdon | 200 | | 200 |

*Exhibits P-43—P-44.*

EXHIBIT P-43.

Printed in testimony at page 172.

EXHIBIT P-44.

THE WESTERN UNION TELEGRAPH COMPANY.

Received at
5Ny Ds 40 Dh 3 ex
Jo, Erie Depo[illegible], Jersey City, N. J. Dec. 12, '1
Board of Public Utility Commissioners.

At one p. m., Dec. 11th, at Fifth avenue crossing Paterson a man who was working on cars in siding inside of crossing gates was struck by passenger train No. 320 and seriously injured.

R. S. PARSONS,
*Supt. N. Y. Div.*
1055 a

Erie Division.

ERIE RAILROAD COMPANY.

New York, Susquehanna & Western Railroad.
New Jersey & New York Railroad.

To the
BOARD OF PUBLIC UTILITY COMMISSIONERS FOR THE STATE OF NEW JERSEY:

Trenton, N. J.
181 12/15/1911.

NOTICE OF ACCIDENT.

Name of Corporation owning road:
Erie Railroad. New York Division.
Name of Corporation leasing or operating road:
Erie Railroad.
Date and hour of accident:
December 11th, 12.58 P. M.

*Exhibit P-44.*

Precise location of accident:

Paterson, N. J.

Number and description of train:

No. 320. First Class.

Conductor:

M. J. Conway.

Engineman:

Geo. Conklin.

Nature of accident:

A carload of flag stone was placed about nine feet west of Fifth Avenue crossing, Paterson, which was being unloaded by men employed by the J. W. Ferguson Company, Contractor; as train 320 was approaching one of the men was standing between the eastbound track and the car of stone standing on the siding, prying on a flag stone, and evidently thought that he was clear of the train which was approaching. Engine struck him and knocked him down. Face bruised, hip bone on right side bruised and man is in serious condition.

Number of passengers or other persons killed or injured, including trespassers:

1 trespasser injured.

Names and occupations of employees killed or injured:

None.

Extent of damage to property and equipment:

None.

A. J. STONE,

*General Superintendent.*

RMS.

*Exhibit P-45.*

EXHIBIT P-45.

WESTERN UNION TELEGRAPH COMPANY.

Received at
Trenton N
6NyPe Ds 37 Dh 3 ex
Jersey City N. J. Apl 19, '09
Bd of Comrs.

April 18th at 159 a. m. extra 930 east, an unknown man attempted to board train at Paterson and was badly injured and died later from result of injuries.

A. C. ELSTON, *Supt.*
N. Y. Div.
125p

ERIE RAILROAD COMPANY.

To the

BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF NEW JERSEY:

Trenton, N. J.

NOTICE OF ACCIDENT.

4/20th

Name of Corporation owning road:
Erie Railroad.
Name of Corporation leasing or operating road:
Erie Railroad New York.
Date and hour of accident:
1.59 A. M. April 18th.
Precise location of accident:
Paterson, N. J. station.
Number and description of train No. extra 930, freight.
Conductor:
Welsh.
Engineman:
Donahue.

*Exhibit P-46.*

Nature of accident:

An unknown man in attempting to board train on Market street crossing, Paterson, was badly injured and died later from injuries received. He ran under gates on this crossing.

Number of passenger or other persons killed or injured, including trespassers:

1 trespasser killed.

Names and occupations of employees killed or injured:

None.

Extent of damage to property and equipment:

None.

A. J. STONE,
*General Superintendent.*
RMS.

EXHIBIT P-46.

THE WESTERN UNION TELEGRAPH COMPANY.

Received at

2 G Gm Ds 48 Dh 3 ex

Jo, Erie Depot, Jersey City N. J. August 26, '10

Secretary Board Railroad Commission.

At 7.20 p. m., August 26th, eastbound Erie R. R., train No. 2, struck an automobile on Broadway street crossing, Paterson, N. J., Albert Froelich and Henrietta Froelich, his daughter killed. Edward Butler and Chester Foile seriously injured. All four parties occupants machine demolished.

R. H. PARSONS, *Supt.*
Erie. R. R.

*Exhibit P-46.*

ERIE RAILROAD COMPANY.

To the

BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF NEW JERSEY:

Trenton, N. J., Sept. 13, 1910.

NOTICE OF ACCIDENT.

Name of Corporation owning road:

Erie Railroad. New York Division.

Name of Corporation leasing or operating road:

Erie Railroad.

Date and hour of accident:

Aug. 26th, 7.15 P. M.

Precise location of accident:

Broadway Crossing, Paterson, N. J.

Number and description of train:

Passenger train 2.

Conductor:

Murphy.

Engineman:

Hector.

Nature of Accident:

An automobile was standing on the north side of tracks waiting for train No. 41 westbound to clear crossing, when the gateman started to raise the gates and when about high enough the auto approached over the crossing and was struck by eastbound train No. 2, hurling the occupants from the auto and killing two of them, injuring three others.

Number of passengers or other persons killed or injured, including trespassers:

2 other persons killed.

3 other persons injured, one of them badly.

Name and occupation of employes killed or injured:

None.

Extent of damage to property and equipment:

Not known.

A. J. STONE,

*General Superintendent.*

RMS.

*Exhibit P-47.*

## EXHIBIT P-47.

### THE WESTERN UNION TELEGRAPH COMPANY.

Received at

1 2 NY 50 Dh

Jersey City N. J. July 16, '12

Board of Public Utilities Com.

July 15th at 6.43 a. m., at Clay street crossing Paterson a man attempted to cross ahead of passenger train No. 105 engine 828 engineer C. Clark and conductor J. Voorhis gates being down on crossing was struck and killed.

R. R. PARSONS, *Supt.*
New York Div.
240p

### ERIE DIVISION.
### ERIE RAILROAD COMPANY.

To the

BOARD OF PUBLIC UTILITY COMMISSIONERS FOR THE STATE OF NEW JERSEY:

Trenton, N. J.

132

### NOTICE OF ACCIDENT.

Name of Corporation owning road: 7/25/1912.
Erie Railroad. New York Division.
Name of Corporation leasing or operating road:
Erie Railroad.
Date and hour of accident:
July 15th, 1912. 6.42 A. M.
Precise location of accident:
Clay Street crossing, Paterson, N. J.
Number and description of train:
No. 105 first class.
Conductor:
J. Voorhis.
Engineman:
C. F. Clark.

*Exhibit P-48.*

Nature of accident:

Crossing watchman lowered gates at Clay Street crossing for train No. 303 and as train passed he noticed No. 105 approaching, and kept the gates down for this train, in the meantime John Rony went under the gates and stepped onto the west track where he seemed to stop and look towards train No. 105 approaching, but paid no attention to the engine whistle which engineer sounded, and when he did attempt to go over crossing he was struck by breast beam of pilot and killed.

Number of passengers or other persons killed or injured, including trespassers:

1 trespasser killed.

Names and occupation of employes killed or injured:

None.

Extent of damage to property and equipment.

None.

A. J. STONE,
Board of Public
Utility Commissioners.
Received Aug. 2, 1912.

EXHIBIT P-48.

Erie Division.

ERIE RAILROAD COMPANY.

New York, Susquehanna & Western Railroad.
New Jersey & New York Railroad.

To the

BOARD OF PUBLIC UTILITY COMMISSIONERS FOR THE STATE OF NEW JERSEY:

Trenton, N. J.

188

NOTICE OF ACCIDENT.

Name of Corporation owning, leasing or operating road: 9/17/1912

Erie Railroad. New York Division.

Date and hour of accident:

September 7th, 6.43 P. M.

*Exhibit P-48.*

Precise location of accident:

Keene Street Crossing, Paterson, N. J.

Number and description of train:

First class No. 3rd 44.

Conductor:

J. B. Honnell.

Engineman:

W. H. Menner.

Nature of accident:

Train 3rd 44, engine 548 struck the rear wheel of wagon on Keene Street Crossing, Paterson, owned and driven by S. Sinson and accompanied by his wife who were thrown from the wagon. Both sustained injuries, drivers injuries internal. Crossing is protected by flagman between the hours of 6.30 A. M. and 6.30 P. M. Wagon approached the crossing from the north side and driver should have seen the train.

Number and names of passengers killed or injured:

None.

Number and names of other persons killed or injured:

2 other persons, Siboris Sinson and wife, injured.

Number and names (if known) of trespassers killed or injured:

None.

Board of Public
Utility Commissioners.
Rec'd Sep. 23, 1912.

Names and occupations of employes killed or injured:

None.

Extent of damage to property and equipment:

Wagon slightly damaged.

Remarks:

A. J. STONE,
*General Superintendent.*

## EXHIBIT P-49.

### THE WESTERN UNION TELEGRAPH COMPANY.

Received at

1 Ny 55 Dh 1 ex

Erie Depot, Jersey City, N. J. Sept. 19, '12.

Public Utility Com.

September eighteenth two fifty eight p. m. Clay street Paterson N. J. train twenty seven engineer F. Heath conductor B. D. Carpenter struck wagon which was crossing from south side. Driver M. Sevanscheck residence 325 Holstman street Paterson badly injured. He was taken to St. Josephs Hospital, above point the crossing is protected by gates.

R. S. PARSONS, *Supt.*

935 a

Erie Division.

ERIE RAILROAD COMPANY.

New York, Susquehanna & Western Railroad.

New Jersey & New York Railroad.

To the

BOARD OF PUBLIC UTILITY COMMISSIONERS FOR THE STATE OF NEW JERSEY

219

### NOTICE OF ACCIDENT.

Board of Public
Utility Commissioners.
Received, Oct. 18, 1912.

Name of Corporation owning, leasing or operating road: 10/11/1912.

Erie Railroad. New York Division.

Date and hour of accident:

September 18th, 2.58 P. M.

Precise location of accident:

Clay street crossing, Paterson, N. J.

Number and description of train:

First class No. 27.

*Exhibit P-50.*

Conductor:

B. D. Carpenter.

Engineman:

F. Heath.

Nature of accident:

Train No. 27 struck a wagon on Clay Street crossing Paterson, smashing wagon and injuring the driver who died several hours after the accident occurred. Wagon drove in on crossing from south side and at an extremely slow pace. Crossing watchman called to the driver to move quickly, but he apparently paid no attention to the warning.

Number and names as passengers killed or injured:

None.

Number and names of other persons killed or injured:

1 other person killed. Mendel Senanseheck.

Number and names (if known) of trespassers killed or injured:

None.

Extent of damage to property and equipment:

Wagon damaged. Money damage not known.

Remarks:

A. J. STONE,
*General Superintendent.*

EXHIBIT P-50.

THE WESTERN UNION TELEGRAPH COMPANY.

Received at
53 Dh 5 ex

Jersey City, N. J. Nov. 6
Board Public Utilities Com.

At 6.20 a today November 6th at Madison ave., crossing Paterson, N. J. way freight extra 803 west

*Exhibit P-50.*

engineer C. Hanners and Condr J. W. Coryn struck a horse and wagon driven by John Hamilton injuring the driver and killing horse wagon badly damaged.

R. S. PARSONS, *Supt.*
Erie N. Y. Div.

Erie Division.

ERIE RAILROAD COMPANY.

New York Susquehanna & Western Railroad.

New Jersey & New York Railroad.

To the

BOARD OF PUBLIC UTILITY COMMISSIONERS FOR THE STATE OF NEW JERSEY:

Trenton, N. J.

243

NOTICE OF ACCIDENT.

Name of Corporation owning, leasing or operating road: 11/8/1912.

Erie Railroad. New York Division.

Date and hour of accident:

November 6th 6.20 A. M.

Precise location of accident:

Madison Avenue, Paterson, N. J.

Number and description of train:

Extra freight.

Conductor:

J. W. Corwin.

Engineman:

C. Hanners.

Nature of Accident:

Way freight engine 808 struck a horse and wagon on Madison Avenue crossing, Paterson, injuring the driver and killing the horse. Wagon was thrown on eastbound track and was struck by train 52 eastbound, wagon striking the driver. Engine whistle blown and bell ringing at the time train approached the crossing. Crossing gates are operated between the hours

*Exhibit P-51.*

of 6.30 A. M. and 7.30 P. M. Crossingman alarm bell was in O. K. condition. Crossingman advises bell was ringing when he arrived after the accident occurred.

Number and names of passengers killed or injured:
None.

Number and names of other persons killed or injured:
1 other person injured.
John Hamilton.

Number and names (if known) of trespassers killed or injured:
None.

Names and occupations of employes killed or injured:
None.

Extent of damage to property and equipment:
None.

Remarks:

Board of Public
Utility Commissioners.
Received No. 14, 1912.
A. J. STONE,
*General Superintendent.*

EXHIBIT P-51.

THE WESTERN UNION TELEGRAPH COMPANY.

Received at 8-27.
6 NYNA DH Frank 1EX.
HU Erie Depot, Jersey City, N. J. Mar 24 1913.
Public Utility Commission,
Trenton, N. J.

March 24th 6.21 P. M. Keene street Paterson, N. J. train 135 engine 847, engineer Thornhill, conductor Doty struck and killed James Eakin residence 621 Mercer street Paterson, N. J., crossing protected by crossing bell and flagman.

451a J. B. DICKSON, *Supt.*

*Exhibit P-51.*

Erie Division.

ERIE RAILROAD COMPANY.

New York Susquehanna & Western Railroad.
New Jersey & New York Railroad.

To the

BOARD OF PUBLIC UTILITY COMMISSIONERS FOR THE STATE OF NEW JERSEY:

Trenton, N. J.

60

NOTICE OF ACCIDENT.

Name of Corporation owning, leasing or operating road: 3/27/1913.

Erie Railroad. New York Division.

Date and hour of accident:

March 24th, 1913, 6.21 P. M.

Precise location of accident:

Keene Street crossing, Paterson, N. J.

Number and description of train:

No. 135 first class.

Conductor:

J. H. Doty.

Engineman:

R. Thornhill.

Nature of Accident:

Train No. 135 engine 847 struck and killed a man by the name of James Eakins who approached Keene Street crossing from the south side and crossed over diagonally to westbound main track where he was struck. Crossing is protected by crossing bell which was in good condition and ringing for the train in question. Cross is protected by flagman between the hours of 6.30 a. m. and 6.30 p. m. Engine whistle was also sounded for this crossing. Crossingman endeavored to prevent the man from crossing but without result. Speed of train was 12 miles per hour.

Number and names of passengers killed or injured:
None.
Number and names of other persons killed or injured:
1 James Eakins, killed.
Number and names (if known) of trespassers killed or injured:
None.
Names and occupations of employes killed or injured:
None.
Extent of damage to property and equipment:
None.
Remarks:

Board of Public
Utility Commissioners.
Received April 1-1913.
A. J. STONE,
*General Manager.*

EXHIBIT P-52.

(Also marked P-45.)

Blue print entitled "Plan of the Erie Railroad, through Paterson, N. J., 1914, H. J. Harder, C. E."

EXHIBIT P-53.

(Also marked P-46.)

Blue print entitled "Proposed elevation of the Erie Railroad through Paterson, N. J. 1914, H. J. Harder, C. E."

EXHIBIT P-54.

(Also marked P-47.)

Blue print entitled "Profile of the Erie Railroad through Paterson, N. J., 1914."

*Exhibit P-55.*

## EXHIBIT P-55.

(Also marked P-48 in testimony at page 503.)

## SUMMARY
## COST OF ELEVATION
## ERIE RAILROAD, PATERSON, N. J.

| SECTION. | R. R. | STREET. | TOTAL. |
|---|---|---|---|
| (Includes Bridge at N. end of section.) | | | |
| Cut to Madison ..... | $158,785.00 | $36,294.50 | $195,079.50 |
| Madison to Grade .... | 118,173.00 | ..... | 118,173.00 |
| Total ..... | $276,958.00 | $36,294.50 | $313,252.50 |
| Grade to Straight..... | $98,217.35 | $29,831.45 | $128,048.80 |
| Straight to Clay..... | 32,517.65 | 12,384.63 | 44,902.28 |
| Clay to Taylor ..... | 55,550.55 | 16,657.85 | 72,208.40 |
| Taylor to Market..... | 372,736.10 | 33,339.90 | 406,076.00 |
| Market to Ellison..... | 79,064.70 | 3,273.60 | 82,338.30 |
| Ellison to Van Houten.. | 47,127.30 | 17,118.20 | 64,245.50 |
| Van Houten to B'way... | 37,620.55 | 22,035.20 | 59,655.75 |
| B'way to Fair..... | 26,733.30 | 2,120.80 | 28,854.10 |
| Fair to Hamilton..... | 37,618.35 | 3,052.50 | 40,670.85 |
| Hamilton to Governor.... | 130,332.95 | ..... | 130,332.95 |
| Governor to Fulton.... | 127,291.45 | ..... | 127,291.45 |
| Fulton to Montgomery.. | 144,263.35 | 4,625.50 | 148,888.85 |
| M'tg'mery to Lafayette.. | 60,267.90 | 5,974.10 | 66,242.00 |
| Lafayette to Keen..... | 81,991.03 | 3,124.00 | 85,115.03 |
| Keen to Warren..... | 34,378.14 | 2,113.10 | 36,491.24 |
| Warren to River..... | 44,148.50 | 33,375.10 | 77,523.60 |
| Total ..... | $1,409,859.17 | $189,025.93 | $1,598,885.10 |
| PLAN NO. 1. | | | |
| River to 6th Avenue... | $177,639.00 | $18,933.20 | $196,572.20 |
| 6th Ave. to 5th Ave.... | 69,476.55 | 34,920.60 | 104,397.15 |
| 5th Avenue to River... | 67,100.00 | ..... | 67,100.00 |
| River to grade..... | 26,818.00 | ..... | 26,818.00 |
| Total ..... | $341,033.55 | $53,853.80 | $394,887.35 |
| PLAN NO. 2. | | | |
| River Street to grade... | $159,139.75 | ..... | $159,139.75 |
| Engineering ..... | $45,000.00 | $5,000.00 | $50,000.00 |
| Depots ..... | ..... | ..... | 140,000.00 |
| Signals and wires..... | ..... | ..... | 50,000.00 |
| Temporary frt. tracks... | ..... | ..... | $40,000.00 |
| Total ..... | | | $280,000.00 |
| 1. Complete Plan..... | $2,302,850.72 | $284,174.23 | $2,587,024.95 |
| 2. Plan leaving 5th Ave. at present grade.. | 2,120,956.92 | 230,320.43 | 2,351,277.35 |
| 3. Plan leaving both 5th and Madison at grade ..... | 1,843,998.92 | 194,025.93 | 2,038,024.85 |
| 4. Plan leaving Madison Ave. at grade but raising at 5th Ave. ..... | 2,025,892.72 | 247,879.73 | 2,273,772.45 |

N. B.—Figures do not include Property Damage nor operating costs due to interference with regular schedules.

*Exhibit P-55.*

## TABLE III.

## ERIE RAILROAD GRADE CROSSINGS
## COST OF ELIMINATION
## DETAIL ESTIMATE

| | | | |
|---|---|---|---|
| GOULD TO MADISON. | | | |
| Cut 26,000 yards | $2.00 | $52,000.00 | |
| Concrete walls, 6,500 yards | 7.50 | 48,750.00 | |
| Backing, 1,650 yards | 2.00 | 3,300.00 | |
| Drains, 3,000 feet | .30 | 900.00 | |
| Track (main double), 2,000 feet | 5.50 | 11,000.00 | |
| Ballast, 3,400 yards | 1.50 | 5,100.00 | |
| Temporary track (double) 2,000 feet | 10.00 | 20,000.00 | |
| Switches | | 200.00 | |
| Siding, 1,550 feet | 2.00 | 3,100.00 | |
| Add 10 Per Cent | | $144,350.00 | $158,785.00 |
| STREET WORK— | | | |
| Fill, 27,000 yards | .15 | 4,050.00 | |
| Curb and gutter, 2,580 feet | 1.00 | 2,580.00 | |
| Sidewalk, 2,640 feet | 1.20 | 3,168.00 | |
| Paving, 6,990 yards | .60 | 4,194.00 | |
| Electric railroad tracks, 700 feet | 5.00 | 3,500.00 | |
| NEW SEWERS— | | | |
| California Av. (18 inch), 300 feet | 1.50 | 450.00 | |
| Madison Avenue (E.) (18 inch), 350 feet | 1.50 | 525.00 | |
| Madison Avenue (W.) (18 inch), 300 feet | 1.50 | 450.00 | |
| Water pipe (16-inch), 300 ft. | 2.60 | 780.00 | |
| Gas pipe, 6 inch, 300 feet | .80 | 240.00 | |
| Gas pipe, 16 inch, 300 feet | 2.60 | 780.00 | |
| Concrete wall, Loco. Wks., 350 yards | 7.00 | 2,450.00 | |
| Bridge: Span 42 feet, Width 52 feet. 2,184 sq. ft. at per square foot | 4.50 | 9,828.00 | |
| Add 10 Per Cent. | | $32,995.00 | 36,294.50 |
| | | | $195,079.50 |
| MADISON TO FILL. | | | |
| Cut, 21,000 yards | $2.00 | $42,000.00 | |
| Concrete, 3,300 yards | 7.50 | 24,750.00 | |
| Backing, 900 yards | 2.00 | 1,800.00 | |
| Drain (24 inch), 1,700 feet | 3.50 | 5,950.00 | |
| Cross drains | | 50.00 | |
| Ballast, 3,300 yards | 1.50 | 4,950.00 | |
| Main track (double) 1,750 feet. | 5.50 | 9,625.00 | |
| Siding, 1,550 feet | 2.00 | 3,100.00 | |
| Switch | | 100.00 | |
| Rubble, 35 yards | 3.00 | 105.00 | |
| Temporary track, 1,500 feet | 10.00 | 15,000.00 | |
| Add 10 Per Cent. | | $107,430.00 | 118,173.00 |

*Exhibit P-55.*

CUT TO STRAIGHT STREET.

| | | | |
|---|---|---|---|
| Fill (from borrow), 5,000 yards | $ .60 | $3,000.00 | |
| Fill (from cut), 8,400 yards.... | .15 | 1,260.00 | |
| Cut, 1,200 yards..... | .60 | 720.00 | |
| Concrete, 1,500 yards..... | 7.50 | 11,250.00 | |
| Rubble, 60 yards ..... | 2.60 | 156.00 | |
| Backing, 415 yards..... | 2.60 | 1,079.00 | |
| Drains, 1,300 feet ..... | .30 | 390.00 | |
| Ballast, 3,460 yards ..... | 1.50 | 5,190.00 | |
| Main track (double), 1,333 feet. | 5.50 | 7,331.50 | |
| Newark Branch (double), 340 feet ..... | 5.50 | 1,870.00 | |
| Sidings, 3,835 feet ..... | 2.00 | 7,670.00 | |
| Switches and crossing ..... | | 1,180.00 | |
| Trestle, 1,200 feet..... | 20.00 | 24,000.00 | |
| Bridge (Span 96 feet, 3 tracks), 4,032 feet ..... | 6.00 | 24,192.00 | |
| Add 10 Per Cent. | | $89,288.50 | $98,217.35 |

STREET WORK—

| | | | |
|---|---|---|---|
| Cut, 7,200 yards ..... | $ .50 | $3,600.00 | |
| Wall, 100 yards ..... | 7.00 | 700.00 | |
| Sidewalk, 2,425 feet..... | 1.20 | 2,910.00 | |
| Curb, 2,485 feet ..... | .70 | 1,739.50 | |
| Pavement (granite block), 4,200 feet ..... | 3.20 | 13,440.00 | |
| 6 inch gas pipe, 800 feet..... | .80 | 640.00 | |
| 6 inch gas pipe, 800 feet..... | .80 | 640.00 | |
| 18 inch sewer pipe, 300 feet.... | 1.50 | 450.00 | |
| Electric R. R. tracks, 600 feet.. | 5.00 | 3,000.00 | |
| Add 10 Per Cent. | | $27,119.50 | $29,831.45 |
| | | | $128,048.80 |

STRAIGHT STREET TO CLAY STREET.

| | | | |
|---|---|---|---|
| Fill, 1,200 yards ..... | $ .15 | $180.00 | |
| Cut, 1,200 yards..... | .60 | 720.00 | |
| Concrete, 1,120 yards ..... | 7.50 | 8,400.00 | |
| Backing, 230 yards ..... | 2.60 | 598.00 | |
| Main track (double), 134 feet... | 5.50 | 737.00 | |
| Siding, 180 feet ..... | 2.00 | 360.00 | |
| Ballast, 287 yards ..... | 1.50 | 430.50 | |
| Trestle, 50 feet ..... | 20.00 | 1,000.00 | |
| Bridge, 68 feet, 3 tracks, 2,856 square feet ..... | 6.00 | 17,136.00 | |
| Add 10 Per Cent. | | $29,561.50 | $32,517.65 |

STREET WORK—

| | | | |
|---|---|---|---|
| Cut, 1,600 yards ..... | .50 | 800.00 | |
| Concrete, 50 yards ..... | 12.00 | 600.00 | |
| Pavement (block), 1,000 yards. | 3.20 | 3,200.00 | |
| Curb, 475 feet ..... | .70 | 332.50 | |
| Sidewalk, 475 feet ..... | 1.20 | 570.00 | |
| 40-inch brick sewer, 400 feet.... | 12.00 | 4,800.00 | |
| 15-inch sewer, 425 feet..... | 1.25 | 531.25 | |
| 12-inch water pipe, 425 feet... | 1.00 | 425.00 | |
| Add 10 Per Cent ..... | | $11,258.75 | $12,384.63 |
| | | | $44,902.28 |

*Exhibit P-55.*

CLAY STREET TO TAYLOR STREET.

| | | | |
|---|---|---|---|
| Fill, 7,000 yards | $ .15 | $1,050.00 | |
| Cut, 1,800 yards | .60 | 1,080.00 | |
| Concrete, 1,800 yards | 7.50 | 13,500.00 | |
| Backing, 430 yards | 2.60 | 1,118.00 | |
| Drain, 700 feet | .30 | 210.00 | |
| Rubble, 25 yards | 3.00 | 75.00 | |
| Tracks (double), 435 feet | 5.50 | 2,392.50 | |
| Switches | | 200.00 | |
| Sidings, 1,155 feet | 2.00 | 2,310.00 | |
| Ballast, 830 yard | 1.50 | 1,245.00 | |
| Trestle, 400 feet | 20.00 | 8,000.00 | |
| Bridge (span 50 feet; 4 tracks), 2,800 square feet | 5.50 | 15,400.00 | |
| Bridge (span 56 feet; 1 track), 784 square feet | 5.00 | 3,920.00 | |
| Add 10 Per Cent | | $50,500.50 | $55,550.55 |
| STREET WORK— | | | |
| Cut, 4,500 yards | $ .50 | $2,250.00 | |
| Concrete, 60 yards | 12.00 | 720.00 | |
| Pavement (granite block), 2,890 yards | 3.20 | 9,248.00 | |
| Curb, 1,565 feet | .70 | 1,095.50 | |
| Sidewalk, 1,525 feet | 1.20 | 1,830.00 | |
| Add 10 Per Cent. | | $15,143.50 | $16,657.85 |
| | | | $72,208.40 |

TAYLOR STREET TO MARKET STREET.

| | | | |
|---|---|---|---|
| Fill, 18,000 yards | $ .15 | $2,700.00 | |
| Fill, 24,000 yards | .60 | 14,400.00 | |
| Cut, 13,000 yards | .60 | 7,800.00 | |
| Concrete, 18,267 yards | 7.50 | 137,002.50 | |
| Backing, 3,500 yards | 2.60 | 9,100.00 | |
| Drains, 2,400 feet | .40 | 960.00 | |
| Drains, 3,300 feet | .30 | 990.00 | |
| Trestle, 2,250 feet | 20.00 | 45,000.00 | |
| Main tracks (double), 2,399 feet | 5.50 | 13,194.50 | |
| Sidings, 4,400 feet | 2.00 | 8,800.00 | |
| Sidings, 1,600 feet | 2,00 | 3,200.00 | |
| Yard tracks, 8,200 feet | 2.00 | 16,400.00 | |
| Switches | | 1,400.00 | |
| Switches (yard) | | 1,120.00 | |
| Ballast, 6,200 yards | 1.50 | 9,300.00 | |
| Yard paving (block), 3,100 yards | 3.20 | 9,920.00 | |
| Curb, 3,500 feet | .60 | 2,100.00 | |
| Drains, 300 feet | .80 | 240.00 | |
| BRIDGES— | | | |
| Span 57 feet, 8 tracks, 5,928 square feet | 5.00 | 29,640.00 | |
| Drives, 2 57x20, 1,140 square feet | 4.00 | 9,120.00 | |
| Span 96 (2 tracks), 2,744 square feet | 6.00 | 16,464.00 | |
| Add 10 Per Cent | | $338,851.00 | $372,736.10 |

*Exhibit P-55.*

STREET WORK—

| | | | |
|---|---|---|---|
| Excavation, 2,000 yards | $ .50 | $1,000.00 | |
| Curb, 410 feet | .70 | 287.00 | |
| Sidewalk, 410 feet | 1.20 | 492.00 | |
| Pavement (granite block) 680 yards | 3.20 | 2,176.00 | |
| Cut, 2,300 yards | .50 | 1,150.00 | |
| Walls, 165 yards | 7.00 | 1,155.00 | |
| Railing, 400 feet | 1.00 | 400.00 | |
| Steps | | 200.00 | |
| Entrances, 5 at | 75.00 | 375.00 | |
| Curb, 1,660 feet | .70 | 1,162.00 | |
| Sidewalk (10 foot), 850 feet | 1.20 | 1,020.00 | |
| Sidewalk (5 foot), 430 feet | .60 | 258.00 | |
| Sidewalk (15 foot), 170 feet | 1.70 | 289.00 | |
| Sidewalk (17 foot), 180 feet | 2.00 | 360.00 | |
| Pavement (asphalt), 3,200 yards | 2.00 | 6,400.00 | |
| Trolley tracks, 1240 feet | 5.00 | 6,200.00 | |
| 12-inch gas pipe, 350 feet | 1.00 | 350.00 | |
| 18-inch sewer pipe, 350 feet | 1.50 | 525.00 | |
| 2 2-inch tubes, 350 feet | .80 | 280.00 | |
| 1 2-inch tube, 350 feet | .40 | 140.00 | |
| 6-inch gas pipe, 350 feet | .80 | 280.00 | |
| 9 Telephone conduits, 350 ft. | 3.60 | 1,260.00 | |
| 12 Electric conduits, 350 feet | 4.80 | 1,680.00 | |
| 30-inch brick sewer, 350 feet | 6.00 | 2,100.00 | |
| 12-inch water pipe, 350 feet | 1.40 | 490.00 | |
| 6-inch gas pipe, 350 feet | .80 | 280.00 | |
| Add 10 Per Cent | | $30,309.00 | $33,339.90 |
| | | | $406,076.00 |

MARKET STREET TO ELLISON.

| | | | |
|---|---|---|---|
| Fill, 1780 yards | .15 | $267.00 | |
| Fill, 9,120 yards | .60 | 5,472.00 | |
| Cut, 1,660 yards | .60 | 796.00 | |
| Concrete, 4,553 yards | 7.50 | 34,147.50 | |
| Backing, 1,000 yards | 2.60 | 2,600.00 | |
| Drain, 1,200 | .30 | 360.00 | |
| Main track (double), 604 feet | 5.50 | 3,322.00 | |
| Ballast, 805 yards | 1.50 | 1,207.50 | |
| Trestle, 550 feet | 20.00 | 11,000.00 | |
| Bridge, 55-foot span, 3 tracks, 2,310 square feet | 5.50 | 12,705.00 | |
| Add 10 Per Cent | | $71,877.00 | $79,064.70 |

STREET WORK—

| | | | |
|---|---|---|---|
| Curb, 400 feet | $ .70 | $280.00 | |
| Sidewalk, 400 feet | 1.20 | 480.00 | |
| Pavement, 770 yards | 2.80 | 2,156.00 | |
| Cut, 120 yards | .50 | 60.00 | |
| Add 10 Per Cent | | $2,976.00 | 3,273.60 |
| | | | $82,338.30 |

*Exhibit P-55.*

ELLISON TO VAN HOUTEN.

| | | | |
|---|---|---|---|
| Fill, 2,550 yards | $ .60 | $1,530.00 | |
| Fill, 1,800 yards | .15 | 270.00 | |
| Cut, 600 yards | .60 | 360.00 | |
| Concrete, 2,944 yards | 7.50 | 22,080.00 | |
| Backing, 625 yards | 2.60 | 1,625.00 | |
| Drains, 720 feet | .30 | 216.00 | |
| Trestle, 305 feet | 20.00 | 6,100.00 | |
| Track (main, double), 355 feet | 5.50 | 1,952.50 | |
| Switches | | 300.00 | |
| Ballast, 473 yards | 1.50 | 709.50 | |
| Bridges (span 50 feet, 2 tracks), 1,400 square feet | 5.50 | 7,700.00 | |
| Add 10 Per Cent | | $42,843.00 | 47,127.30 |

STREET WORK—

| | | | |
|---|---|---|---|
| Cut, 1,200 yards | $ .50 | $600.00 | |
| Wall, 200 yards | 12.00 | 2,400.00 | |
| Curb, 930 feet | .70 | 651.00 | |
| Walk, 930 feet | 1.20 | 1,116.00 | |
| Pavement, 1,550 yards | 2.00 | 3,100.00 | |
| Driveways, 3 at | 75.00 | 225.00 | |
| Doorways, 3 at | 50.00 | 150.00 | |
| Steps to dwellings, 8 at | 40.00 | 320.00 | |
| Water pipe (24-inch), 400 ft. | 4.50 | 1,800.00 | |
| Telephone conduits (6), 400 feet | 2.40 | 960.00 | |
| Water (6-inch), 400 feet | .80 | 320.00 | |
| 2 3-inch gas pipes, 400 feet, each | .50 | 400.00 | |
| Electric conduits (20) 400 feet | 8.00 | 3,200.00 | |
| 2 electric tubes, 400 feet (both). | .80 | 320.00 | |
| Add 10 Per Cent | | $15,562.00 | $17,118.20 |
| | | | $64,245.50 |

VAN HOUTEN TO BROADWAY.

| | | | |
|---|---|---|---|
| Fill, 2,700 yards | $ .15 | $405.00 | |
| Cut, 775 yards | .60 | 465.00 | |
| Concrete, 1,995 yards | 7.50 | 14,962.50 | |
| Backing, 440 yards | 2.60 | 1,144.00 | |
| Drains, 450 feet | .30 | 135.00 | |
| Track (double), 267 feet | 5.50 | 1,468.50 | |
| Ballast, 355 yards | 1.50 | 532.50 | |
| Trestle, 200 feet | 20.00 | 4,000.00 | |
| Bridge, 66-foot span, 2 tracks, 1,848 square feet | 6.00 | 11,088.00 | |
| Add 10 Per Cent | | $34,200.50 | $37,620.55 |

STREET WORK—

| | | | |
|---|---|---|---|
| Cut, 1,930 yards | $ .50 | $965.00 | |
| Wall, 30 yards | 7.00 | 210.00 | |
| Curb, 1,130 feet | .70 | 791.00 | |
| Pavement (brick) 2,600 yds. | 2.80 | 7,280.00 | |
| Sidewalk, 1,080 feet | 1.20 | 1,296.00 | |
| Trolley tracks, 1,100 feet | 5.00 | 5,500.00 | |
| Entrances, 3 at | 50.00 | 150.00 | |
| Tube, 400 feet | .30 | 120.00 | |
| Conduits, 6, (Electric) 400 feet | 2.40 | 960.00 | |
| Water (16-inch), 400 feet | 2.60 | 1,040.00 | |

*Exhibit P-55.*

STREET WORK—(Continued).

| | | | |
|---|---|---|---|
| Gas (3-inch), 400 feet..... | $ .40 | $160.00 | |
| Sewer (12-inch), 400 feet..... | 1.00 | 400.00 | |
| Conduits 4 (telephone), 400 feet. | 1.60 | 640.00 | |
| Gas pipe (4-inch), 400 feet.... | .50 | 200.00 | |
| 2 2-inch tubes (electric), 400 feet ..... | .80 | 320.00 | |
| Add 10 Per Cent..... | | $20,032.00 | $22,035.20 |
| | | | $59,655.75 |

BROADWAY TO FAIR STREET.

| | | | |
|---|---|---|---|
| Fill, 590 yards ..... | $ .15 | $88.50 | |
| Fill, 4,510 yards ..... | .60 | 2,706.00 | |
| Cut, 430 yards ..... | .60 | 258.00 | |
| Concrete, 902 yards ..... | 7.50 | 6,765.00 | |
| Backing, 200 yards ..... | 2.60 | 520.00 | |
| Main track (double), 261 ft.... | 5.50 | 1,435.50 | |
| Ballast, 348 yards ..... | 1.50 | 522.00 | |
| Drains, 360 feet ..... | .30 | 108.00 | |
| Trestle, 210 feet ..... | 20.00 | 4,200.00 | |
| Bridge (span 50 feet; 2 tracks), 1,400 square feet ..... | 5.50 | 7,700.00 | |
| Add 10 Per Cent..... | | $24,303.00 | $26,733.30 |

STREET WORK—

| | | | |
|---|---|---|---|
| Cut, 160 yards ..... | $ .50 | $80.00 | |
| Curb, 400 feet ..... | .70 | 280.00 | |
| Pavement (bit. mac.), 680 yards. | 1.60 | 1,088.00 | |
| Sidewalk, 400 feet..... | 1.20 | 480.00 | |
| Add 10 Per Cent..... | | $1,928.00 | $2,120.80 |
| | | | $28,854.10 |

FAIR TO HAMILTON.

| | | | |
|---|---|---|---|
| Fill, 940 yards ..... | $ .15 | $141.00 | |
| Fill, 4,810 yards ..... | .60 | 2,886.00 | |
| Cut, 590 yards ..... | .60 | 354.00 | |
| Concrete, 1,215 yards ..... | 7.50 | 9,112.50 | |
| Backing, 295 yards ..... | 2.60 | 767.00 | |
| Drains, 550 feet ..... | .30 | 165.00 | |
| Trestle, 207 feet ..... | 20.00 | 4,140.00 | |
| Track (main, double), 267 ft.... | 5.50 | 1,468.50 | |
| Siding, 200 feet ..... | 2.00 | 400.00 | |
| Switch ..... | | 100.00 | |
| Ballast, 485 yards ..... | 1.50 | 727.50 | |
| Bridges: span 61 feet, 1 track 854 square feet ..... | 5.50 | 4,697.00 | |
| Bridges: span 60 feet, 2 tracks, 1,680 square feet..... | 5.50 | 9,240.00 | |
| Add 10 Per Cent. ..... | | $34,198.50 | $37,618.35 |

*Exhibit P-55.*

| | | | |
|---|---|---|---|
| STREET ALTERATIONS— | | | |
| Cut, 450 yards | $ .50 | $225.00 | |
| Curb, 500 feet | .70 | 350.00 | |
| Sidewalks, 500 feet | 1.20 | 600.00 | |
| Pavements (bit. mac.) $1,000 yds | 1.60 | 1,600.00 | |
| Add 10 Per Cent | | $2,775.00 | $3,052.50 |
| | | | $40,670.85 |
| HAMILTON TO GOVERNOR. | | | |
| Fill, 11,280 yards | $ .60 | $6,768.00 | |
| Fill, 4,720 yards | .60 | 2,832.00 | |
| Cut, 4,720 yards | .60 | 2,832.00 | |
| Concrete, 8,260 yards | 7.50 | 61,950.00 | |
| Backing, 1,600 yards | 2.60 | 4,160.00 | |
| Trestle, 730 feet | 25.00 | 18,250.00 | |
| Drains, 2,100 feet | .30 | 630.00 | |
| Track (main, double) 787 ft. | 5.50 | 4,328.50 | |
| Sidings, 880 feet | 2.00 | 1,760.00 | |
| Switch | | 100.00 | |
| Ballast, 1,600 yards | 1.50 | 2,400.00 | |
| Bridge (span 54 feet, 2 tracks), 1,512 square feet | 5.50 | 8,316.00 | |
| Bridge (span 54 feet, 1 track), 756 square feet | 5.50 | 4,158.00 | |
| Add 10 Per Cent | | $118,484.50 | $130,332.95 |
| GOVERNOR TO FULTON. | | | |
| Fill, 9,400 yards | $ .60 | $5,640.00 | |
| Cut, 7,120 yards | .60 | 4,272.00 | |
| Concrete, 9,410 yards | 7.50 | 70,575.00 | |
| Backing, 1,600 yards | 2.60 | 4,160.00 | |
| Drains, 1,300 feet | .30 | 390.00 | |
| Track (double), 495 feet | 5.50 | 2,722.50 | |
| Track 1,455 feet | 2.00 | 2,910.00 | |
| Switches | | 300.00 | |
| Ballast, 1,300 yards | 1.50 | 1,950.00 | |
| Bridge (span 50 feet; 1 track), 700 square feet | 5.50 | 3,850.00 | |
| Bridge (span 50 feet; 2 tracks), 1,400 square feet | 5.50 | 7,700.00 | |
| Trestle, 450 feet | 25.00 | 11,250.00 | |
| Add 10 Per Cent | | $115,719.50 | $127,291.45 |
| FULTON STREET TO MONTGOMERY. | | | |
| Fill, 11,500 yards | $ .60 | $6,900.00 | |
| Cut, 5,160 yards | .60 | 3,096.00 | |
| Concrete, 9,980 yards | 7.50 | 74,850.00 | |
| Backing, 1,600 yards | 2.60 | 4,160.00 | |
| Drains, 1,600 feet | .30 | 480.00 | |
| Trestle, 520 feet | 25.00 | 13,000.00 | |
| Track (main, double), 577 ft. | 5.50 | 3,173.50 | |
| Sidings, 977 feet | 2.00 | 1,954.00 | |
| Switches | | 300.00 | |
| Ballast, 1,154 yards | 1.50 | 1,731.00 | |
| Bridge (64-ft.; 3 tracks), 2,688 square feet | 6.00 | 16,128.00 | |
| Bridge (64-ft.; 1 track), 896 square feet | 6.00 | 5,376.00 | |
| Add 10 Per Cent | | $131,148.50 | $144,263.35 |

*Exhibit P-55.*

| | | | |
|---|---|---|---|
| STREET WORK— | | | |
| Cut, 1,770 yards | $ .50 | $885.00 | |
| Curb, 400 feet | .70 | 280.00 | |
| Pavement (block), 800 yards | 3.20 | 2,560.00 | |
| Sidewalk, 400 feet | 1.20 | 480.00 | |
| Add 10 Per Cent. | | $4,205.00 | $4,625.50 |
| | | | $148,888.85 |
| MONTGOMERY-LAFAYETTE. | | | |
| Fill, 4,700 yards | $ .60 | $2,820.00 | |
| Cut, 560 yards | .60 | 336.00 | |
| Concrete, 3,490 yards | 7.50 | 26,175.00 | |
| Backing, 650 yards | 2.60 | 1,690.00 | |
| Drains, 800 feet | .30 | 240.00 | |
| Tracks (main), 286 feet | 5.50 | 1,573.00 | |
| Sidings, 286 feet | 2.00 | 572.00 | |
| Ballast, 570 yards | 1.50 | 855.00 | |
| Trestle, 220 feet | 20.00 | 4,400.00 | |
| Bridge, span 64 feet; tracks 2; 1,792 square feet | 6.00 | 10,752.00 | |
| Bridge; span 64 feet; track, 1; 896 square feet | 6.00 | 5,376.00 | |
| Add 10 Per Cent. | | $54,789.00 | $60,267.90 |
| STREET ALTERATION— | | | |
| Cut, 1,500 yards | $ .50 | $750.00 | |
| Curb, 510 feet | .70 | 357.00 | |
| Sidewalk, 510 feet | 1.20 | 612.00 | |
| Pavement (block), 1,040 yds. | 3.20 | 3,328.00 | |
| Gas (6-inch), 240 feet | .80 | 192.00 | |
| Water (6-inch), 240 feet | .80 | 192.00 | |
| Add 10 Per Cent. | | $5,431.00 | $5,974.10 |
| | | | $66,242.00 |
| LAFAYETTE TO KEEN. | | | |
| Fill, 12,674 yards | $ .60 | $7,604.40 | |
| Fill, 1,826 yards | .15 | 273.90 | |
| Cut, 1,600 yards | .60 | 960.00 | |
| Concrete, 4,020 yards | 7.50 | 30,150.00 | |
| Backing, 900 yards | 2.70 | 2,430.00 | |
| Drains, 1,100 feet | .30 | 330.00 | |
| Trestle, 496 feet | 20.00 | 9,920.00 | |
| Track (double), 560 feet | 5.50 | 3,080.00 | |
| Sidings, 840 feet | 2.00 | 1,680.00 | |
| Switches | | 400.00 | |
| Ballast, 1,054 yards | 1.50 | 1,581.00 | |
| Bridge (64-ft. span, 3 tracks) 2,688 square feet | 6.00 | 16,128.00 | |
| Add 10 Per Cent. | | $74,537.30 | $81,991.03 |

*Exhibit P-55.*

STREET WORK—

| | | | |
|---|---|---|---|
| Cut, 226 yards | $ .50 | $113.00 | |
| Curb, 290 feet | .70 | 203.00 | |
| Sidewalk, 290 feet | 1.20 | 348.00 | |
| Pavement (block), 680 yards | 3.20 | 2,176.00 | |
| Add 10 Per Cent | | $2,840.00 | $3,124.00 |
| | | | $85,115.03 |

KEEN STREET TO WARREN STREET.

| | | | |
|---|---|---|---|
| Fill, 4,987 yards | $ .60 | $2,992.20 | |
| Fill, 911 yards | .15 | 136.65 | |
| Cut, 770 yards | .60 | 462.00 | |
| Concrete, 1,580 yards | 7.50 | 11,850.00 | |
| Backing, 320 yards | 2.60 | 832.00 | |
| Drains, 630 feet | .30 | 189.00 | |
| Trestle, 206 feet | 20.00 | 4,120.00 | |
| Track (main, double), 260 feet. | 5.50 | 1,430.00 | |
| Track, siding, 200 feet | 2.00 | 400.00 | |
| Ballast, 350 feet | 1.50 | 525.00 | |
| Bridge (54-foot span; 2 tracks), 1,512 square feet | 5.50 | 8,316.00 | |
| Add 10 Per Cent | | $31,252.85 | $34,378.14 |

STREET ALTERATIONS—

| | | | |
|---|---|---|---|
| Cut, 140 yards | $ .50 | $70.00 | |
| Pavement (block), 430 yards | 3.20 | 1,376.00 | |
| Sidewalk, 250 feet | 1.20 | 300.00 | |
| Curb, 250 feet | .70 | 175.00 | |
| Add 10 Per Cent | | $1,921.00 | $2,113.10 |
| | | | $36,491.24 |

WARREN STREET TO RIVER STREET.

| | | | |
|---|---|---|---|
| Fill, 1,310 yards | $ .60 | $786.00 | |
| Fill, 4,190 yards | .15 | 628.50 | |
| Cut, 490 yards | .60 | 294.00 | |
| Concrete, 1,466 yards | 7.50 | 10,995.00 | |
| Backing, 290 yards | 2.60 | 754.00 | |
| Drains, 650 feet | .30 | 195.00 | |
| Trestle, 215 feet | 20.00 | 4,300.00 | |
| Track (main, double), 305 ft. | 5.50 | 1,677.50 | |
| Ballast, 410 yards | 1.50 | 615.00 | |
| Bridge (90-ft. span; 2 tracks and platform), 3,060 square feet | 6.50 | 19,890.00 | |
| Add 10 Per Cent | | $40,135.00 | $44,148.50 |

STREET ALTERATIONS—

| | | | |
|---|---|---|---|
| Cut, 3,700 yards | $ .50 | $1,850.00 | |
| Walk, 60 yards | 7.00 | 420.00 | |
| Pavement, 4,300 yards | 3.20 | 13,760.00 | |
| Curb, 1,950 feet | .70 | 1,365.00 | |
| Sidewalks, 1,880 feet | 1.20 | 2,256.00 | |
| Trolley tracks, 880 feet | 5.00 | 4,400.00 | |
| Entrances, 12 at | 75.00 | 900.00 | |
| 12-inch gas (2) 350 feet ea. | 1.80 | 1,260.00 | |

*Exhibit P-55.*

STREET ALTERATIONS—(Continued)

| | | | |
|---|---|---|---|
| 8-inch gas (2) 350 feet ea..... | $1.00 | $700.00 | |
| Sewer, 18-inch, 120 feet..... | 1.50 | 180.00 | |
| Gas, 6-inch, 600 feet..... | .80 | 480.00 | |
| Sewer, 24-inch, 550 feet..... | 3.80 | 2,090.00 | |
| Gas, 4-inch, 600 feet..... | .60 | 360.00 | |
| Water, 6-inch, 400 feet..... | .80 | 320.00 | |
| Add 10 Per Cent..... | | $30,341.00 | $33,375.10 |
| | | | $77,523.60 |

RIVER STREET TO SIXTH AVENUE.

| | | | |
|---|---|---|---|
| Fill, 21,570 yards..... | $ .60 | $12,942.00 | |
| Fill, 9,630 yards..... | .15 | 1,444.50 | |
| Cut, 3,300 yards..... | .60 | 1,980.00 | |
| Concrete, 6,500 yards..... | 7.50 | 48,750.00 | |
| Backing, 1,660 yards..... | 2.60 | 4,316.00 | |
| Drains, 3,300 feet..... | .30 | 990.00 | |
| Track (main, double), 2,261 feet | 5.50 | 12,435.50 | |
| Track, siding, 4,070 feet..... | 2.00 | 8,140.00 | |
| Ballast, 4,200 yards..... | 1.50 | 6,300.00 | |
| Trestle, 2,100 feet..... | 20.00 | 42,000.00 | |
| Bridge (62-foot span; 4 tracks), 3,472 square feet..... | 6.00 | 20,832.00 | |
| Switches ..... | | 1,360.00 | |
| Add 10 Per Cent..... | | $161,490.00 | $177,639.00 |

STREET WORK—

| | | | |
|---|---|---|---|
| Cut, 6,300 yards..... | $ .50 | $3,150.00 | |
| Wall, 350 yards ..... | 7.00 | 2,450.00 | |
| Pavement, 2,900 yards..... | 3.20 | 9,280.00 | |
| Curb, 1,240 feet ..... | .70 | 868.00 | |
| Walls, 1,220 feet..... | 1.20 | 1,464.00 | |
| Add 10 Per Cent..... | | $17,212.00 | $18,933.20 |
| | | | $196,572.20 |

SIXTH AVENUE TO FIFTH AVENUE.

| | | | |
|---|---|---|---|
| Fill, 800 yards ..... | $ .60 | $480.00 | |
| Fill, 10,200 yards ..... | .15 | 1,530.00 | |
| Cut, 1,800 yards ..... | .60 | 1,080.00 | |
| Concrete, 2.000 yards..... | 7.50 | 15,000.00 | |
| Backing, 570 yards ..... | 2.60 | 1,482.00 | |
| Drains, 1,200 feet..... | .30 | 360.00 | |
| Trestle, 610 feet ..... | 20.00 | 12,200.00 | |
| Track (main, double), 671 feet. | 5.50 | 3,690.50 | |
| Sidings, 2,471 feet..... | 2.00 | 4,942.00 | |
| Switches ..... | | 600.00 | |
| Ballast, 1,800 yards..... | 1.50 | 2,700.00 | |
| Bridge (62-foot span, 4 tracks), 3,472 square feet..... | 5.50 | 19,096.00 | |
| Add 10 Per Cent..... | | $63,160.50 | $69,476.55 |

*Exhibit P-55.*

| | | | |
|---|---|---|---|
| STREET WORK— | | | |
| Drain (24-inch), 1,200 feet.... | $3.80 | $4,560.00 | |
| Cut, 8,400 yards..... | .50 | 4,200.00 | |
| Walls, 600 yards..... | 7.00 | 4,200.00 | |
| Entrances, 4 at..... | 50.00 | 200.00 | |
| Curb, 1,880 feet..... | .70 | 1,326.00 | |
| Sidewalk, 1,850 feet..... | 1.20 | 2,220.00 | |
| Pavement, 4,700 yards..... | 3.20 | 15,040.00 | |
| Add 10 Per Cent..... | | $31,746.00 | $34,920.60 |
| | | | $104,397.15 |
| FIFTH AVENUE TO RIVER—No. 1. | | | |
| Fill, 2,700 yards..... | $ .60 | $1,620.00 | |
| Fill, 3,300 yards..... | .15 | 495.00 | |
| Cut, 3,300 yards ..... | .60 | 1,980.00 | |
| Concrete, 3,530 yards..... | 7.50 | 26,475.00 | |
| Backing, 690 yards..... | 2.60 | 1,794.00 | |
| Drains, 920 feet ..... | .30 | 276.00 | |
| Trestle, 460 feet..... | 20.00 | 9,200.00 | |
| Main track, 460 feet..... | 5.50 | 2,530.00 | |
| Siding, 1,200 feet..... | 2.00 | 2,400.00 | |
| Switches ..... | | 400.00 | |
| Ballast, 1,220 yards ..... | 1.50 | 1,830.00 | |
| Passaic River Bridge, 7-foot rise (3 spans—115, 132, 115)..... | | 12,000.00 | |
| Add 10 Per Cent..... | | $61,000.00 | $67,100.00 |
| PASSAIC RIVER TO GRADE. | | | |
| Fill, 9,600 yards..... | $ .60 | $5,760.00 | |
| Track (double), 1,150 feet..... | 5.50 | 6,325.00 | |
| Ballast, 1,530 yards..... | 1.50 | 2,295.00 | |
| Trestle, 500 feet..... | 20.00 | 10,000.00 | |
| Add 10 Per Cent..... | | $24,380.00 | $26,818.00 |
| RIVER STREET TO FIFTH AVENUE—No. 2. | | | |
| Fill, 20,000 yards..... | $ .60 | $12,000.00 | |
| Fill, 3,000 yards ..... | .15 | 450.00 | |
| Cut, 3,000 yards ..... | .60 | 1,800.00 | |
| Concrete, 5,550 yards..... | 7.50 | 41,625.00 | |
| Backing, 1,500 yards..... | 2.60 | 3,900.00 | |
| Rubble, 90 yards..... | 3.00 | 270.00 | |
| Drains, 2,400 feet..... | .30 | 720.00 | |
| Trestle, 2,000 feet ..... | 20.00 | 40,000.00 | |
| Track (main double), 2,925 feet. | 5.50 | 16,087.50 | |
| Sidings, 8,600 feet..... | 2.00 | 17,200.00 | |
| Switches ..... | | 1,920.00 | |
| Ballast, 5,800 yards..... | 1.50 | 8,700.00 | |
| Add 10 Per Cent..... | | $144,672.50 | $159,139.75 |

Note:—No allowance has been made for the extra operating cost to the Erie R. R. Co. caused by interference with regular schedules.

No allowance has been made for property damage caused by the lowering or raising of streets, by the elimination or alteration

*Exhibit P-55.*

of sidings, nor for the cost of altering buildings to meet new conditions.

The estimate includes the cost of changing sidings located on the Erie right-of-way, but not of those located on other property.

The 10 per cent. added to each section is to cover fencing and incidentals, and also extra foundations, drains, etc., made necessary by conditions found during construction and not possible of determination until then.

*Respectfully,*

*H. J. HARDER,*
*City Engineer.*

EXHIBIT R-1.

ERIE RAILROAD

Statement Showing Per Cent. of Return on

| | 1903 | 1904 | 1905 | 1906 |
|---|---|---|---|---|
| Total Operating Revenue (including Outside Operations), | $48,193,063 | $47,508,846 | $48,152,544 | $52,384,019 |
| Total Operating Expenses (including Outside Operations), | 30,018,037 | 32,769,672 | 33,498,911 | 36,628,291 |
| Net Operating Revenue (including Outside Operations), | 18,175,026 | 14,739,174 | 14,653,633 | 15,755,728 |
| Tax Accruals, | 1,035,383 | 1,046,846 | 1,052,390 | 1,084,074 |
| Operating Income, | 17,139,643 | 13,692,328 | 13,601,243 | 14,671,654 |
| Net-Hire of Equipment, Joint Facilities, Miscellaneous Rents, | Dr. 365,401 | Dr. 191,200 | Dr. 335,128 | Cr. 46,249 |
| Net Operating Income, | 16,774,242 | 13,501,128 | 13,266,115 | 14,717,903 |
| Less: | | | | |
| Lease of Roads, | 49,001 | 49,001 | 49,001 | 49,001 |
| Interest Charges,* | 8,644,665 | 8,677,813 | 8,981,548 | 9,364,667 |
| Total Deductions, | 8,693,666 | 8,726,814 | 9,030,549 | 9,413,668 |
| Net Income from Railroad Operating Investment, | 8,080,576 | 4,774,314 | 4,235,566 | 5,304,235 |
| Property Investment, | 364,694,604 | 373,232,159 | 379,856,675 | 390,514,443 |
| Per Cent. on Property Investment, | 2.22 | 1.28 | 1.12 | 1.36 |
| Taxes Paid to State of New Jersey, | | | | |

* Does not include Interest on Obligations issued for other than Transportation

*Exhibit R-1.*

## SYSTEM.

### Property Devoted to Railroad Purposes.

| 1907 | 1908 | 1909 | 1910 | 1911 | 1912 | 1913 |
|---|---|---|---|---|---|---|
| $56,401,198 | $53,696,681 | $54,370,381 | $59,078,833 | $61,326,508 | $61,016,286 | $67,326,282 |
| 38,875,997 | 42,806,606 | 38,050,389 | 40,462,337 | 41,730,262 | 43,685,061 | 47,449,852 |
| 17,525,201 | 10,890,075 | 16,319,992 | 18,616,496 | 19,596,246 | 17,331,225 | 19,876,430 |
| 1,612,646 | 1,183,195 | 1,539,494 | 1,540,064 | 1,556,804 | 2,059,649 | 2,148,006 |
| 15,912,555 | 9,706,880 | 14,780,498 | 17,076,432 | 18,039,442 | 15,271,576 | 17,728,424 |
| Cr. 362,922 | Dr. 558,497 | Dr. 924,818 | Dr.1,302,625 | Dr. 1,705,121 | Dr. 1,912,047 | Dr. 1,753,387 |
| 16,275,477 | 9,148,383 | 13,855,680 | 15,773,807 | 16,334,321 | 13,359,529 | 15,975,037 |
| 46,247 | 44,478 | 44,722 | 41,943 | 36,092 | 42,841 | 42,389 |
| 9,753,537 | 10,496,508 | 10,510,590 | 10,594,870 | 10,394,090 | 10,499,716 | 10,819,941 |
| 9,799,784 | 10,540,986 | 10,555,312 | 10,636,813 | 10,430,182 | 10,542,557 | 10,862,330 |
| 6,475,693 | Dr.1,392,603 | 3,300,368 | 5,136,994 | 5,904,139 | 2,816,972 | 5,112,707 |
| 407,429,163 | 418,798,525 | 425,296,125 | 428,537,328 | 431,618,000 | 440,359,308 | 453,045,352 |
| 1.59 | Dr. .33 | .78 | 1.20 | 1.37 | .64 | 1.13 |
| | | | $539,713 | $555,085 | $734,229 | $894,368 |

Properties.

## EXHIBIT R-2.

## ERIE RAILROAD SYSTEM.

**Capital Expenditures made July 1, 1910, to June 30, 1913, for Betterment of Conditions and Safety as Follows:**

| | Year Ended June 30, 1911 | Year Ended June 30, 1912 | Year Ended June 30, 1913 | Total |
|---|---|---|---|---|
| Total for Equipment | $1,342,181.45 | $7,176,417.98 | $5,563,401.29 | $14,082,000.72 |
| Total Construction | 2,820,542.90 | 3,163,015.24 | 4,619,801.66 | 10,603,359.80 |
| Total Construction and Equipment | 4,162,724.35 | 10,339,433.22 | 10,183,202.95 | 24,685,360.52 |
| Included in the above are expenditures for: | | | | |
| Eliminating Grade Crossings | 234,412.73 | 109,208.77 | 104,584.87 | 448,206.37 |
| Improved Station Facilities | 79,722.78 | 159,488.47 | 167,294.24 | 406,505.49 |
| Automatic Signals | 197,122.33 | 51,973.88 | 116,934.83 | 366,031.04 |
| Interlocking Appliances | 8,197.50 | 64,238.67 | 108,934.83 | 181,371.00 |
| Increased weight of Rail | 102,558.16 | 105,650.04 | 94,916.98 | 303,125.18 |
| Bridge, Trestle and Culverts | 256,631.75 | 272,667.71 | 1,212,256.54 | 1,741,556.00 |
| Replacing Wooden Passenger Equipment with Steel | | | | |
| Applying Steel Underframes to Postal Cars | 5,398.95 | 3,432.57 | 3,213.11 | 12,044.63 |
| Safety Appliances to Equipment | | | 80,854.23 | 80,854.23 |
| Applications under Ash Pan Law | | | 13,813.96 | 13,813.96 |
| " " Head Light Law | | | | |
| " " Boiler Inspection Law | 6,800.00 | 6,800.00 | 6,800.00 | 20,400.00 |

# EXHIBIT R-3.

## ERIE RAILROAD COMPANY.

(Including Chicago & Erie Railroad)

Station Improvements as ordered by Commissions to October 31, 1913.

| | | Amount Authorized | | | Amount Expended | | | Amount to be Expended | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Improvements | Expenses | Individuals & Companies | Improvements | Expenses | Individuals & Companies | Improvements | Expenses | Individuals & Companies |
| South Dayton, N. Y. | I 3087 | $3,006.47 | $144.48 | | $3,097.97 | $276.91 | | $*91.50 | $*132.43 | |
| Allendale, N. J. | I 3676 | 1,788.68 | 41.25 | | 2,053.80 | 41.25 | | *265.12 | | |
| Pine Bush, N. Y. | I 2878 | 502.12 | 177.44 | | 502.14 | 177.27 | | * .02 | .17 | |
| Collins, N. Y. | C 653 | 7,240.98 | 1,452.00 | | 6,017.23 | 1,376.60 | | 1,223.75 | 75.40 | |
| Mountain View, N. J. | C 663 | 5,289.22 | 528.68 | | 5,271.59 | 528.68 | | 17.63 | | |
| Gowanda, N. Y. | C 712 | 5,673.16 | 8,334.39 | | 5,087.21 | 7,815.78 | | 585.95 | 518.61 | |
| Silver Springs, N. Y. | I 3693 | 12,376.66 | 2,826.02 | 217.08 | 11,726.95 | 2,311.64 | 306.14 | 649.71 | 514.38 | *89.06 |
| Hamburgh, N. Y. | I 2881 | 1,315.92 | 751.64 | | 1,315.92 | 974.08 | | | *222.44 | |
| Industry, Oatka, N. Y. | C 647 | 5,621.13 | 593.86 | | 5,777.44 | 589.06 | | *156.31 | 4.80 | |
| Silver Lake, N. J. | I 1900 | 317.16 | | | 319.90 | | | * 2.74 | | |
| Painted Post, N. Y. | I 3854 | 3,059.75 | 3,580.00 | 1,920.00 | 3,073.12 | 3,422.40 | 1,806.16 | * 13.37 | 157.60 | 113.84 |
| Total. | | $46,191.25 | $18,429.76 | $2,137.08 | $44,243.27 | $17,513.67 | $2,112.30 | $1,947.98 | $916.09 | $24.78 |

* Over Expended.

## EXHIBIT R-4.

## ERIE RAILROAD COMPANY.

Statement showing extra expense on account of the "Full Crew" Law in the States of New York and New Jersey for the month of September, 1913.

| Division. | Freight. | Passenger. | Total. |
|---|---|---|---|
| New York | $2,806.96 | $1,297.32 | $4,104.28 |
| Delaware | 2,733.21 | 353.41 | 3,086.62 |
| Susquehanna | 3,383.98 | 568.27 | 3,952.25 |
| Rochester | 295.93 | 348.14 | 644.07 |
| Buffalo | 2,051.27 | 851.82 | 2,903.09 |
| Allegheny | 1,655.07 | 526.78 | 2,181.85 |
| Meadville | 855.38 | 178.25 | 1,033.63 |
| | $13,781.80 | $4,123.99 | $17,905.79 |

Statement Showing Approximate Annual Expense Account of "Full Crew" Laws in the States of New Jersey and New York, based on Expenses for the Month of September, 1913.

| Division. | Freight. | Passenger. | Total. |
|---|---|---|---|
| New York | $33,683.52 | $15,567.84 | $49,251.36 |
| Delaware | 32,798.52 | 4,240.92 | 37,039.44 |
| Susquehanna | 40,607.76 | 6,819.24 | 47,427.00 |
| Rochester | 3,551.16 | 4,177.68 | 7,728.84 |
| Buffalo | 24,615.24 | 10,221.84 | 34,837.08 |
| Allegheny | 19,860.84 | 6,321.36 | 26,182.20 |
| Meadville | 10,264.56 | 2,139.00 | 12,403.56 |
| | $165,381.60 | $49,487.88 | $214,869.48 |

New York, November 22, 1913.

## EXHIBIT R-5.

Erie Railroad (Including C. & E. R. R.)

Cost for compliance with Full Train Crew Laws.

Indiana Law, effective April 10, 1907.

| | | |
|---|---|---|
| 1907 (8 months—20 days) .. | $4,650.91 | |
| 1908 ..... | 8,298.54 | |
| 1909 ..... | 9,679.22 | |
| 1910 ..... | 8,137.68 | |
| 1911 ..... | 8,903.93 | |
| 1912 ..... | 8,578.16 | |
| 1913 (10 months) ..... | 9,024.05 | $57,272.49 |

Ohio Law, effective July 15, 1911.

| | | |
|---|---|---|
| 1911 (5 months—15 days) .. | $4,979.79 | |
| 1912 ..... | 9,857.46 | |
| 1913 (10 months) ..... | 8,004.39 | $22,841.64 |

Pennsylvania Law, effective July 18, 1911.

| | | |
|---|---|---|
| 1911 (5 months—13 days) .. | $29,673.06 | |
| 1912 ..... | 68,663.24 | |
| 1913 (10 months) ..... | 59,394.97 | $157,731.27 |

NOTE:—Pennsylvania Law would have cost about $4,000.00 more if no coal strike April and May 1912.

New Jersey Law, effective May 1, 1913.

| | | |
|---|---|---|
| 1913 (6 months) ..... | $14,355.60 | $14,355.60 |

New York Law, effective September 1, 1913.

| | | |
|---|---|---|
| 1913 (2 months) ..... | $28,848.68 | $28,848.68 |

Recapitulation.

| | |
|---|---|
| Indiana Total Cost..... | $57,272.49 |
| Ohio " " ..... | 22,841.64 |
| Pennsylvania Total Cost..... | 157,731.27 |
| New Jersey " " ..... | 14,355.60 |
| New York " " ..... | 28,848.68 |
| Grand Total ..... | $281,049.68 |

Office of General Manager,
December 1, 1913.

## EXHIBIT R-6.

## ERIE RAILROAD SYSTEM.

### Principal Capital Expenditures Made in State of New Jersey for Years Ending June 30th.

| | 1911 | 1912 | 1913 | Total |
|---|---|---|---|---|
| Improvements in Yard, Monmouth St., J. City. | $52,182.48 | $38,449.26 | | $90,631.74 |
| Purchase of twenty electric trucks, J. City. | 20,528.05 | 3,884.07 | | 24,412.12 |
| Proportion of Cost of grade crossing at West End, J. City. | 12,230.16 | ..... | | 12,230.16 |
| Proportion of Cost of grade crossing at West End, J. City. | 24,460.35 | ..... | | 24,460.35 |
| New Bridge, 18.62 Patterson, N. J. | 41,990.66 | 16,754.98 | | 58,745.64 |
| New Bridge, Little Ferry, N. J. | 27,120.70 | | | 27,120.70 |
| Bridge, Tracks, etc., Greenwood Lake Division, Hackensack River. | ..... | 36,220.71 | | 36,220.71 |
| Revision of Berrys Creek, Hackensack Meadows. | ..... | 33,818.55 | $95,823.63 | 129,642.18 |
| Automatic Signals on Northern RR of New Jersey. | ..... | 47,509.28 | | 47,509.28 |
| Extension of Dock 4, Jersey City. | ..... | 25,545.19 | 82,412.49 | 107,957.68 |
| Engine Handling facilities at Butler, N. J. | ..... | 12,043.77 | ..... | 12,043.77 |
| Steaming facilities at Edgewater, N. J. | ..... | 20,167.50 | ..... | 20,167.50 |
| Lining three sections at Bergen Tunnel. | ..... | ..... | 35,180.09 | 35,180.09 |
| Track to Peters Mine, Ringwood, N. J. | ..... | ..... | 59,153.66 | 59,153.66 |
| Improvements to Coach Yard, Jersey City. | ..... | ..... | 20,840.61 | 20,840.61 |
| Improving yard F, Croxton, N. J. | ..... | ..... | 33,779.85 | 33,779.85 |
| Facilities for to accommodate NYS&W at Jersey City. | ..... | 144,010.45 | 1,289.07 | 145,299.52 |
| Total. | $178,512.40 | $378,403.76 | $328,479.40 | $885,395.56 |
| Open Cut, Total Expenditures to June 30, 1913. | | | | 4,269,300.62 |
| Hackensack Bridge, during 1911-1912 & 1913. | | | | 368,136.66 |
| Erie Terminals, Edgewater Section to June 30, 1913. | | | | 396,628.16 |
| | | | | $5,919,461.00 |

EXHIBIT R-7.

ERIE RAILROAD COMPANY.

Accounting Department

Statement of Additions and Betterments Authorized to October 31, 1913, and Unexpended Balances to September 30, 1913.

SUMMARY.

| Divisions | Amount Authorized | CHARGEABLE TO Additions & Betterments | Expenses | Individuals & Companies | UNEXPENDED BALANCES Additions & Betterments | Expenses | Individuals & Companies | Appropriations Exceeded |
|---|---|---|---|---|---|---|---|---|
| New York | $551,197.19 | $384,571.21 | $127,623.26 | $39,002.72 | $189,859.39 | $65,719.70 | $35,897.88 | $38,403.25 |
| Greenwood Lake | 165,196.84 | 125,483.26 | 28,957.63 | 10,755.95 | 17,252.90 | 8,546.87 | 1,408.19 | 3,605.72 |
| Northern Railroad of New Jersey | 64,248.72 | 11,403.72 | 7,469.76 | 45,375.24 | 522.23 | 4,523.03 | 45,375.24 | 1,760.03 |
| Delaware | 202,209,37 | 154,509.41 | 32,117.02 | 15,582.94 | 8,273.11 | 2,760.32 | 10,905.69 | 5,999.81 |
| Jefferson | 60,814.00 | 37,704.00 | 18,110.00 | 5,000.00 | 29,999.27 | 14,673.13 | 26.32 | ..... |
| Wyoming | 129,852.46 | 44,313.17 | 32,461.91 | 53,077.38 | 32,349.35 | 22,238.07 | 53,077.38 | 388.91 |
| Susquehanna | 439,547.45 | 338,838.64 | 25,615.39 | 75,093.42 | 139,606.06 | 12,650.33 | 55,114.50 | 4,647.62 |
| Tioga | 377.00 | 377.00 | ..... | ..... | 377.00 | ..... | ..... | ..... |
| Rochester | 40,931.09 | 30,545.48 | 9,337.40 | 1,048.21 | 13,340.57 | 2,902.18 | 791.96 | ..... |
| Allegheny | 45,020.32 | 37,406.81 | 7,139.13 | 474.38 | 13,511.74 | 7,054.00 | 144.64 | ..... |
| Bradford | 18,240.24 | 16,844.47 | 1,395.77 | ..... | 8,102.05 | 1,250.37 | ..... | 786.96 |
| Buffalo | 1,491,365.91 | 1,267,121.42 | 64,888.62 | 159,355.87 | 350,660.06 | 30,348.71 | 75,870.89 | 3,442.04 |
| Meadville | 4,764,191.03 | 3,775,072.89 | 618,599.77 | 370,518.37 | 463,406.68 | 358,346.87 | 360,023.09 | 112,955.51 |
| Mahoning | 279,384.98 | 167,101.82 | 103,160.15 | 9,123.01 | 52,755.55 | 46,311.53 | 6,177.65 | 23,699.40 |
| Cincinnati | 988,830.58 | 834,090.97 | 150,062.31 | 4,677.30 | 133,629.64 | 84,440.80 | 4,677.30 | 221,577.67 |
| Chicago and Erie Railroad Co. | 7,830,353.35 | 6,841,002.59 | 988,729.27 | 621.49 | 1,288,500.08 | 703,206.33 | 484.26 | 77,374.69 |
| General | 18,827,342.06 | 17,484,105.74 | 1,334,394.16 | 8,842.16 | 11,107,555.13 | 1,220,113.90 | 3,468.40 | 49,502.62 |
| | $35,899,102.59 | $31,550,492.60 | $3,550,061.55 | $798,548.54 | $13,849,700.81 | $2,585,086.04 | $653,443.39 | $544,144.23 |

## EXHIBIT R-8.

This consists of ten large pages giving detailed summary by divisions showing the items of the expenditures, total of which is given in Exhibit R-7. The earliest date of authorization on each division is as follows:

| DIVISION. | DATE. |
|---|---|
| New York | August 23, 1911. |
| Greenwood Lake | October 11, 1911. |
| Northern Railroad of New Jersey | June 26, 1912 |
| Delaware | September 25, 1912. |
| Jefferson | June 14, 1911. |
| Wyoming | October 11, 1911. |
| Susquehanna | June 26, 1912. |
| Rochester | October 11, 1911. |
| Tioga | April 23, 1913. |
| Allegheny | August 3, 1910. |
| Bradford | October 23, 1912. |
| Buffalo | February 20, 1896. |
| Meadville | July 11, 1911. |
| Mahoning | September 26, 1911. |
| Cincinnati | July 11, 1911. |
| Chicago & Erie | December 13, 1911. |

Following is a statement of general additions and betterments applying to Erie Railroad Company as a whole and to equipment generally authorized from March 1, 1911, to October 31, 1913, and the unexpended balances to September 30, 1913, copied from pages 7, 8 and 9 of Exhibit R-8.

ERIE RAILROAD COMPANY.

ACCOUNTING DEPARTMENT.

## Statement of Additions and Betterments Authorized to October 31, 1913, and Unexpended Balances to September 30, 1913.

| Nature of Work. | Date Authorized. | Amount Authorized. | Unexpended Balance Overexpenditures marked thus *. | Approximate Date of Completion. |
|---|---|---|---|---|
| **GENERAL** | | | | |
| ROAD | | | | |
| Distant Signals on Ohio and C&E Divisions | Dec. 13, 1911 | $24,733.95 | $19,444.82 | Oct. 1913 |
| Tie Plates on certain curves Erie Division | Jun. 14, 1911 | 270,784.80 | 2,744.51 | Oct. 1913 |
| Track scales at various points Ohio & C&E Divs | Oct. 25, 1911 | 26,490.70 | 13,362.37 | Oct. 1913 |
| Track scales at various points Erie Division | Oct. 25, 1911 | 27,952.49 | 5,971.53* | See Note |
| Automatic Scales at various freight stations | Dec. 4, 1912 | 5,262.77 | 4,336.58 | Indefinite |
| Ballast, O. & C&E Divs. Fiscal Year 1914 | May 28, 1913 | 128,370.00 | 109,702.94 | June 1914 |
| Applying Tie Plates on certain curves Erie Divs. Fiscal Year 1914 | Jul. 30, 1913 | 162,686.81 | 133,274.17 | June 1914 |
| Installing and repairing scales at various stations, Ohio Division | Jul. 30, 1913 | 7,600.17 | 7,412.67 | Indefinite |
| Purchase and installation of machinery & appliances | Aug. 27, 1913 | 130,075.00 | 120,230.63 | Indefinite |
| To cover cost of other than cinder, ballast to be applied raising track above previously existing levels, during year ending June 30, 1914 | Sep. 17, 1913 | 368,350.06 | 211,340.69 | Indefinite |
| System of wiring for electric welding at various points. | Oct. 22, 1913 | 7,472.48 | 7,472.48 | Indefinite |
| Tie Plates on Curves of Erie & Hersey R. R | Jun. 14, 1911 | 30,969.84 | 3,359.45* | Indefinite |

Note: Work Completed. Charges not yet audited.

## Exhibit R-8 (Continued).

| Nature of Work. | Date Authorized. | Amount Authorized. | Unexpended Balance Overexpenditures marked thus *. | Approximate Date of Completion. |
|---|---|---|---|---|
| Track for Midland Linseed Co. Edgewater, N. J. | Mar. 13, 1912 | $2,532.48 | $258.31 | Oct. 1913 |
| Right of Way Ridgewood Jct. to Suffern, N. Y. | May 15, 1912 | 25,000.00 | 2,336.14 | Indefinite |
| Edgewater, N. J. Siding for Central Chemical Co. | Jan. 8, 1913 | 1,080.72 | 98.13* | Indefinite |
| Undercliff, N. J. Siding for Undercliff Terminals & Warehouse Company | Jan. 22, 1913 | 717.86 | 220.91 | Indefinite |
| Undercliff, N. J. Improving track facilities for Barrett Manufacturing Company | Feb. 26, 1913 | 4,125.90 | 1,187.25 | Indefinite |
| Right of Way Ridgewood Jct. to Suffern, N. Y. | Mar. 12, 1913 | 25,000.00 | 11,991.65 | Indefinite |
| Purchase of land Village of Suffern, N. Y. | May 12, 1913 | 2,350.00 | 150.00 | Oct. 1913 |
| Concrete Retaining Walls in Bergen Archways | Oct. 23, 1912 | 21,192.22 | 11,834.04* | Oct. 1913 |
| Shango, N. Y. Extension of Culvert 372.24 (Genesee River Railroad) | Jul. 30, 1913 | 1,826.00 | 1,826.00 | Indefinite |
| Edgewater, N. J. Turnout Track for Corn Products Refining Company | Jun. 26, 1912 | 338.80 | 295.57 | Indefinite |
| EQUIPMENT. | | | | |
| Five Pacific Type Class K-2 locomotives | Mar. 13, 1912 | 121,000.00 | 54,916.23 | Indefinite |
| One Locomotive Crane at Marion, Ohio | Jun. 26, 1912 | 10,000.00 | 10,000.00 | Indefinite |
| 80 Steel Underframes Refrigerator Cars | Jun. 26, 1912 | 107,910.73 | 10,006.73 | Indefinite |
| One Locomotive Crane at Huntington, Ind | Jun. 26, 1912 | 10,000.00 | 4,260.00 | Indefinite |
| Five Steel Frame 30 Foot Cabooses | Jul. 10, 1912 | 7,973.35 | 1,104.24* | Indefinite |
| One Eight Wheel Locomotive Crane | Sep. 25, 1912 | 8,150.00 | 7,991.39 | Indefinite |
| One Jordan Spreader Car | Sep. 25, 1912 | 5,544.00 | 404.00 | Indefinite |
| Two Wooden Car Floats | Sep. 11, 1912 | 72,000.00 | 34,651.23 | Indefinite |
| Twenty-five Suburban Coaches. (60 Foot) | Jul. 10, 1912 | 254,008.50 | 494.21* | Completed |
| Eleven Combined suburban coaches (61 Foot) | Jul. 10, 1912 | 109,091.29 | 191.47 | Completed |

Exhibit R-8 (Continued).

| | | | | |
|---|---|---|---|---|
| Five hundred Coke Cars (40 Tons) | Jul. 10, 1912 | $492,050.00 | $1,860.10* | Completed |
| Fifty Mikado Engines | Jul. 10, 1912 | 1,352,410.20 | 139,816.83 | Indefinite |
| Three Hundred Automobile Cars (40 Tons) | Jul. 10, 1912 | 324,342.00 | 15,131.36* | Indefinite |
| Five Mikado Engines | Sep. 11, 1912 | 134,143.95 | 845.30 | Indefinite |
| Two Harbor Freight Barges | Oct. 23, 1912 | 12,800.00 | 106.03 | Indefinite |
| Purchases of Locomotive No. 2509 | Sep. 25, 1912 | 21,500.00 | 36.60* | Indefinite |
| Purchase of 25 Mikado Locomotives | Sep. 25, 1912 | 672,650.00 | 7,710.75 | Indefinite |
| Five Hundred 40 Ton Box Cars | Sep. 25, 1912 | 536,225.00 | 396,087.20 | Completed |
| One Thousand 40 Ton Box Cars | Sep. 25, 1912 | 1,084,046.00 | 1,393.81 | Completed |
| Two Steel Car Floats and One Steel Tug | Jan. 22, 1913 | 97,000.00 | 1,303.79 | Indefinite |
| Purchase of 25-70 foot express cars | Mar. 12, 1913 | 237,138.25 | 236,488.24 | Indefinite |
| Purchase of 10 freight locomotives 2700-2709 | Jan. 22, 1913 | 272,192.20 | 1,984.54 | Indefinite |
| Purchase of one Steel Tug | May 28, 1913 | 76,000.00 | 49,717.00 | Indefinite |
| Purchase of 10 covered Barges & 5 Open Lighters | May 28, 1913 | 88,500.00 | 88,403.77 | Indefinite |
| Purchase of Steam Lighter | Jun. 25, 1913 | 26,875.00 | 15,454.30 | Indefinite |
| Purchase of 7-65 foot Steel Postal Cars | Jul. 30, 1913 | 103,180.00 | 103,180.00 | Indefinite |
| Building of 4-40 Ton Box Cars | Jul. 30, 1913 | 5,341.64 | 2,002.29 | Indefinite |
| Purchase of 25 Barges from Jordan Ship Co | Aug. 20, 1913 | 75,000.00 | 500.00* | Indefinite |
| Purchase of 25-ton locomotive crane | Aug. 27, 1913 | 11,000.00 | 11,000.00 | Indefinite |
| Purchase of 10 fast freight Pacific type engines | Aug. 20, 1913 | 249,845.20 | 248,976.85 | Indefinite |
| Purchase of 40 Mikado Engines | Aug. 20, 1913 | 1,092,543.32 | 1,091,770.14 | Indefinite |
| Purchase of locomotive cranes, coal and ashes at No. Judson, Ind. and Spencerville, O | Sep. 17, 1913 | 11,480.00 | 11,480.00 | Indefinite |
| Purchase of 17 Car capacity steel car float | Sep. 17, 1913 | 46,000.00 | 16,000.00 | Indefinite |
| Purchase of 500 Drop End Gondola Cars | Apl. 23, 1913 | 645,368.30 | 645,330.65 | Indefinite |
| Purchase of 3000 steel frames 40 ton box cars | Apl. 23, 1913 | 3,211,345.00 | 3,161,705.01 | Indefinite |
| Purchase of 1500-50 ton self clearing steel hopper cars. | Apl. 23, 1913 | 1,784,020.00 | 1,753,954.42 | Indefinite |
| Purchase of New Harbor Tugboat | Sep. 24, 1913 | 25,000.00 | 25,000.00 | Indefinite |
| Equipping 58 engines with cast steel frames | Jul. 13, 1910 | 73,237.79 | 13,188.90 | Indefinite |

## Exhibit R-8 (Continued).

| Nature of Work. | Date Authorized. | Amount Authorized. | Unexpended Balance Overexpenditures marked thus *. | Approximate Date of Completion. |
|---|---|---|---|---|
| Reinforcing ends of 60 full Postal & Mail Compartment Cars | Mar. 1, 1911 | $4,248.00 | $1,413.16* | Indefinite |
| One new Dynameter Car | Aug. 23, 1911 | 9,493.00 | 2,467.40 | Oct. 1913 |
| Fire Pumps, in Harbor tugs, Nanuet, Waverly, Nyack, Oradell, Rochester and Shohola | Sep. 26, 1911 | 12,600.00 | 4,460.98 | Oct. 1913 |
| Equipping 250-35 ton steel underframe twin hopper gondola cars series 12750 to 12999 Inc | Oct. 11, 1911 | 176,590.00 | 2,037.23 | Indefinite |
| Equipping 20 coaches with steel underframes | Oct. 25, 1911 | 25,170.00 | 92.18 | Indefinite |
| Steel Underframes for five 70 ft. combined cars | May 8, 1912 | 6,906.50 | 5,241.74 | Indefinite |
| Steel Underframes and 6 wheel cast steel truck Car No. 991 | Jun. 12, 1912 | 3,167.50 | 7.30 | See Note |
| Steel Underframe to 8 Postal Cars | Jul. 10, 1912 | 11,062.56 | 6,790.06 | Indefinite |
| Steel Underframes to 26 Comb. Baggage & Mail Cars | Jul. 10, 1912 | 31,920.10 | 26,041.08 | Indefinite |
| Steel Trucks, Electric Lights, etc., car 996 | Sep. 11, 1912 | 6,656.53 | 10.54 | Indefinite |
| Brick Arches Valve Gears, Superheaters 59 K-1 engines. | Nov. 13, 1912 | 188,639.23 | 103,249.64 | Indefinite |
| Locomotive Crane & Magnet East Buffalo, N. Y. | Dec. 11, 1912 | 9,295.00 | 2,969.40 | Indefinite |
| Converting postal cars 660 to 662 to baggage cars also steel underframes | Dec. 11, 1912 | 4,217.22 | 1,496.83 | Indefinite |
| Purchase of two Harbor freight Barges | Dec. 11, 1912 | 12,000.00 | 63.96* | Indefinite |
| Steel Underframes & Electric lights various cars | Dec. 11, 1912 | 48,425.76 | 36,542.76 | Indefinite |
| Improvements to business car No. 995 | Mar. 12, 1913 | 11,207.04 | 5,373.91* | Indefinite |
| Installing "Parsons System" blower in Ferryboat Arden. | Apl. 23, 1913 | 710.49 | 106.49 | Indefinite |
| Purchase of One 40 Ton Box Car | Apl. 23, 1913 | 1,181.00 | 583.58 | Indefinite |
| Converting 45 Roger Ballast & 26 Flat Bottom Gondola to Cinder Cars | May 12, 1913 | 35,939.99 | 422.07 | Indefinite |
| Purchase of Railroad ditcher, Ohio & C & E Divs | Jun. 11, 1913 | 6,000.00 | 6,000.00 | Indefinite |

Note: Work Completed. Charges not yet audited.

## Exhibit R-8 (Continued).

| | | | | |
|---|---|---|---|---|
| Equipping 330 Switch engines with push poles | Jun. 25, 1913 | $44,480.70 | $44,480.70 | Indefinite |
| Rebuilding 46 Class B-1 locomotives | Jul. 9, 1913 | 184,995.90 | 68,235.38 | Indefinite |
| Equipping all locomotives & Cars with safety devices | Jul. 9, 1913 | 1,777,175.51 | 716,972.81 | Indefinite |
| Purchase of One No. 16 Special Motor Car NY Div | Jul. 30, 1913 | 965.00 | 965.00 | Indefinite |
| Purchase of concrete mixer New York Div | Aug. 20, 1913 | 1,000.00 | 1,000.00 | Indefinite |
| Purchase of Application of 70 flange Lubricators to freight engines | Jul. 30, 1913 | 6,314.00 | 3,297.56 | Indefinite |
| Equipping 100 Coaches & combined cars with Electric lights & 90 of the same with steel underframes | Jul. 30, 1913 | 324,367.30 | 277,407.30 | Indefinite |
| Converting 50 Box cars into cabooses | Jul. 30, 1913 | 41,663.00 | 10,577.59 | Indefinite |
| Equipping business car 992 with Wilson Storage batteries and electric lights | Aug. 27, 1913 | 2,931.08 | 2,396.08 | Indefinite |
| Purchase of four Fairbanks Morse Motor Cars No. 16 Special complete with turntable | Aug. 27, 1913 | 3,860.00 | 3,860.00 | Indefinite |
| Converting seventeen car float to twelve car float | Aug. 27, 1913 | 1,333.36 | 1,178.19 | Indefinite |
| Converting 148 Roger Ballast and 111-30 Ton Flat Bottom Gondolas into cinder cars | Aug. 20, 1913 | 130,725.07 | 130,725.07 | Indefinite |
| Equipping engines 968, 970, 1586, & 1654 with Baker Valve Cars | Sep. 17, 1913 | 4,668.10 | 540.58 | Indefinite |
| Installation of electric lighting on three car floats | Oct. 22, 1913 | 357.05 | 337.05 | Indefinite |
| Conversion of car floats Nos. 2 & 26 from 17 car to 12 car capacity | Oct. 22, 1913 | 2,666.72 | 2,356.38 | Indefinite |
| Equipping 6657-30 ton box cars with Economy Draft Arms and Friction Draft Gears | Oct. 22, 1913 | 948,223.08 | 847,436.10 | Indefinite |
| Equipping 13 wrecking cranes with Gas Cutting Outfits. Total | Oct. 22, 1913 | 4,361.50 | 4,361.50 | Indefinite |
| | | $18,827,342.06 | $11,107,555.13 | |
| | | | 47,240.69* | |

## EXHIBIT R-9.

## ERIE RAILROAD COMPANY.

### ALL LINES.

### Month of October.

| | 1913 | 1912 | | |
|---|---|---|---|---|
| Gross Revenue, | $5,732,617.08 | $5,780,077.64 | Decrease | $47,460.56 |
| Operating Expenses and Taxes, | 4,596,212.55 | 4,208,548.93 | Increase | 387,663.62 |
| Operating Income | $1,136,404.53 | $1,571,528.71 | Decrease | $435,124.18 |

Included in the expenses is one-twelfth of the entire taxes of the year; also one-twelfth of the annual depreciation of equipment.

### FOUR MONTHS TO OCTOBER 31st.

| | 1913 | 1912 | | |
|---|---|---|---|---|
| Gross Revenue, | $22,383,906.94 | $22,347,031.50 | Increase | $36,875.44 |
| Operating Expenses and Taxes, | 17,329,317.33 | 15,868,296.11 | Increase | 1,461,021.22 |
| Operating Income | $5,054,589.61 | $6,478,735.39 | Decrease | $1,424,145.78 |

## EXHIBIT R-10.

## ERIE RAILROAD SYSTEM.

Statement showing increase in operating costs due to increased price of fuel and ties.

| | Increase 1913 over 1910 |
|---|---|
| Fuel | $473,597 |
| Ties | 71,994 |
| | $545,591 |

Office of the Comptroller
December 3rd, 1913.

*Exhibit R-11.*

## EXHIBIT R-11.

(Condensed)

(Public—No. 336)
(H. R. 21279)

An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June thirtieth, one thousand nine hundred and thirteen, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress Assembled,* that the following sums be and they are hereby appropriated for the service of the Post Office Department in conformity with the Act of July second, one thousand eight hundred and thirty-six, as follows:

* * * * *

For railway post office car service four million seven hundred and seven thousand dollars: Provided, that no part of this amount shall be paid for the use of any car which is not sound in material and construction and which is not equipped with sanitary drinking water containers and toilet facilities, nor unless such car is regularly and thoroughly cleaned: Provided further that after the first of July, one thousand nine hundred and seventeen, the Postmaster General shall not approve or allow to be used or pay for any full railway post office car not constructed of steel or steel underframe or equally indestructible material, and not less than twenty-five per centum of the railway post office cars of a railroad company not conforming to the provisions of this Act shall be replaced with cars constructed of steel annually after June, one thousand nine hundred and thirteen; and all cars accepted for this service and contracted for by the railroad companies after the passage of this act shall be constructed of steel: Provided further that the Postmaster-General is authorized to pay for

full railway cars necessarily used in service by the Post Office Department from July 1, 1911, to March 1, 1912, when in his judgment a reasonable and proper effort was being made by railroad companies to comply with the provisions of the Act of March 4, 1911, but on account of insufficient time the requisite work could not be completed on July 1, 1911.

* * * * *

Approved, August 24, 1912.

EXHIBIT R-12.

Same as Schedule "A" attached to Report of Board, and printed at page 1765.

*Exhibit R-13.*

# EXHIBIT R-13.

## Wires Along the Erie Railroad Main Line at Certain Street Crossings in Paterson, N. J.

| Location | RAILROAD | | | | WESTERN UNION | | Crossings Included |
|---|---|---|---|---|---|---|---|
| | Telgh. | Short Line Phone | Bell | Automatic | Telgh. | Clock & District | |
| Madison Ave. to Newark Jct North side line | 7 | | 2 | 11 to 14 | | | Madison Ave. |
| Newark Jct to Paterson station | | | | | 19 working | | Straight St. Clay St. Cedar St. |
| north side line | 9 | 2 | 4 | 6 to 11 | 2 dead | 1 | Essex St. |
| Paterson stn to center of block bounded by Market and Ellison Sts. north side line | 7 | | 3 | 10 | 5 working 3 dead 2 19-condr cables | | Market St. Signal wires cross in 1 span of cable |
| Thence to west side of Broadway 10 poles 9 of them on south side consolidated | 7 | 1 | 5 | 10 | 4 dead 10 working | 9 | Ellison St. Van Houten St. Broadway |
| West side of Broadway to Warren St. north side line | 7 | 2 | 4 | 9 to 13 | | | Same as in two following sections |
| West side of Broadway to Agnews Coal Yard 7 poles south side line | | | | | 10 working 4 dead | 9 | Hamilton Ave. |
| Agnews Coal Yard to Warren St. South side line | | | | | 7 | 1 | Goodwin St. Straight St. Montgomery (not cut thru) Lafayette Franklin Keene |
| Warren St. to River St. north side line consolidated | 7 | 2 | 4 | 16 | 7 | 1 | Warren St. River St. |

## EXHIBIT R-14.

Statement of estimated annual increase in payrolls as follows, and increases in wages awarded by arbitration commissions and effective since May 1st, 1912.

| Effective | Character of Employment | Amount |
|---|---|---|
| May 1, 1912 | Engineers | $124,274.40 |
| May 1, 1913 | Telegraphers | 47,689.80 |
| May 3, 1913 | Firemen | 180,353.73 |
| October 1, 1913 | Conductors and Trainmen | 339,376.60 |
| | Total | $692,194.53 |

## EXHIBIT R-15.

### PATERSON CROSSING CASES.

### ABSTRACT OF TITLE.

1. The main line of railroad maintained and operated by the Erie Railroad Company in the City of Paterson was constructed under the Charters of The President and Directors of the Paterson and Hudson River Railroad Company and The Paterson and Ramapo Railroad Company granted by certain Acts of the Legislature of the State of New Jersey and amended by Supplements thereto.

2. The President and Directors of the Paterson and Hudson River Railroad Company is a corporation organized under an Act of the Legislature of New Jersey passed January 21st, 1831 (P. L. 1830-1, page 24), in which it was authorized, among other things, to survey, lay out and construct etc., a railroad from Paterson to the Hudson River. A copy of said Act and Supplements thereto are hereto attached and marked "Exhibit 1."

3. The property and franchises of said The President and Directors of the Paterson and Hudson River Railroad Company are now held and operated by the Erie Railroad Company under a certain lease dated September 9, 1852, originally made to the Union

Railroad Company, a copy of which lease and schedules therein referred to are hereto attached and marked "Exhibit 2."

4. The Paterson and Ramapo Railroad Company is a corporation organized under an Act of the Legislature of New Jersey passed March 10, 1841 (P. L. 1840-1, page 97), in which it was authorized, among other things, to survey, lay out, and construct, etc., a railroad from Paterson to the division line between the Township of Franklin, in the County of Bergen, and the State of New York—a copy of said Act and of the Supplements thereto are hereto attached and marked "Exhibit 3."

5. The property and franchises of the said The Paterson and Ramapo Railroad Company are now held and operated by the Erie Railroad Company under a certain lease dated September 9th, 1852, originally made to the Union Railroad Company, a copy of which lease is hereto attached and marked "Exhibit 4."

6. Said leases were assigned to the New York and Erie Railroad Company by the Union Railroad Company September 10, 1852, such assignments being affirmed by an Act of the Legislature of the State of New Jersey approved March 14, 1853 (P. L. 1853, page 480), and Laws of 1862, page 206—copies of such assignments are attached hereto and marked "Exhibit 5."

7. The New York and Erie Railroad Company was a corporation of the State of New York, duly incorporated in the year 1832 under an Act of the Legislature of the State of New York passed April 24, 1832, known as Chapter 224 of the Laws of 1832, "with power to construct a single, double or treble railroad or way from the City of New York to Lake Erie," and with other powers therein stated. Under the Act aforesaid, previous to the year 1852, the New

York and Erie Railroad Company did construct the railroad which it was authorized to construct.

8. Upon the first day of June, 1858, by a mortgage acknowledged the 11th day of June, 1858, and known as the Fifth Mortgage, the New York and Erie Railroad Company mortgaged its property, rights and franchises to James Brown and John C. Bancroft Davis, as Trustees for the bondholders, recorded in Passaic County Clerk's office June 18th, 1858, in Book H of Mortgages, pages 368 to 377 inclusive. This mortgage was foreclosed in accordance with its terms and conditions because of default, and upon foreclosure the property, rights and franchises described therein were duly sold. The foreclosure and sale were made pursuant to the laws then existing and particularly pursuant to Chapter 160 of the Laws of 1860, and Chapter 119 of the Laws of 1861, of the State of New York.

9. By virtue of such foreclosure and sale all the property, rights and franchises of said railroad corporation were conveyed by Philo T. Ruggles, Referee, and others, to Dudley S. Gregory and John C. Bancroft Davis, as Trustees, by deed dated December 28, 1861, recorded in Passaic County Clerk's office October 8, 1862, in Deed Book M-2, page 402.

10. The Erie Railway Company was incorporated April 30, 1861, under an Act of the Legislature of the State of New York passed April 2, 1861, known as Chapter 119 of the Laws of 1861, hereinbefore referred to, and all of the aforesaid property, rights and franchises were vested in said Erie Railway Company by deed given by Dudley S. Gregory and John C. Bancroft Davis, as Trustees, to Erie Railway Company, dated December 28, 1861, recorded in Passaic County Clerk's office October 8, 1862, in Deed Book M-2, page 432, etc., and said Erie Railway Company was confirmed in its rights to the property so acquired by it

by Chapter 66 of the Laws of 1862 of the State of New York, said foreclosure and sale having been authorized by Chapter 229 of the Laws of 1860 of the State of New Jersey.

11. Said Erie Railway Company mortgaged all its property, rights and franchises to The Farmers' Loan and Trust Company by mortgage dated February 4, 1874, recorded in Passaic County Clerk's office April 2, 1874, in Mortgage Book D-2, page 7. At the time this mortgage was made, said Erie Railway Company had come to be the owner and operator of railroad lines in the State of New Jersey and in the State of Pennsylvania, and said mortgage was also recorded in the proper County Clerk's offices in each of said States.

12. In 1875 actions to foreclose this mortgage were commenced in the Supreme Court of the State of New York, in the Court of Chancery in the State of New Jersey, and in the Courts of Common Pleas for Wayne County in the State of Pennsylvania, and elsewhere, and such proceedings were thereafter duly had in said foreclosure that judgments of foreclosure and sale were duly entered, and the property was duly sold on the 24th day of April, 1878, in the City of New York, to Edwin D. Morgan, John Lowber Welsh and David A. Wells, Trustees, and George Tichnor Curtis, the Referee making said sale, by a deed dated April 26th, 1878, duly conveyed said property to said Trustees, said deed being recorded in the office of the Clerk of Passaic County August 2, 1878, in Liber D-6 of Deeds, page 40, and in the proper County Clerk's offices of the various States. To confirm said sale the Erie Railway Company itself conveyed its property to the same Trustees by deed dated April 26, 1878, recorded in Passaic County Clerk's office August 2, 1878, in Liber D-6 of Deeds, page 25.

*Exhibit R-15.*

13. Said Erie Railway Company was reorganized pursuant to the Act of 1874, and the Acts amendatory thereof, by a Certificate of Incorporation duly filed with the Secretary of State at Albany, N. Y., on the 27th day of April, 1878, and thereupon, and on the same day, said Morgan, Welsh and Wells, Trustees, duly conveyed the property, rights and franchises so conveyed to them, to the said reorganized corporation known as The New York, Lake Erie and Western Railroad Company; the deed of conveyance being recorded in Passaic County Clerk's office August 2, 1878, in Liber D-6 of Deeds, page 50, and also recorded in the proper States and County Clerk's offices.

14. Said corporation, The New York, Lake Erie and Western Railroad Company, on the 5th day of October, 1878, mortgaged all of its property, rights and franchises to The Farmers' Loan and Trust Company, as Trustee for bondholders, to secure the payment of certain bonds and indebtedness of said corporation, according to the terms and conditions thereof, said mortgage being recorded in Passaic County Clerk's office November 6, 1878, in Book K-2 of Mortgages, page 188; said mortgage also being recorded in the various County Clerk's office of the various States wherein the property was located.

15. Thereafter The Farmers' Loan and Trust Company brought suits to foreclose such mortgage for default in the payment of principal or interest as therein provided, and such proceedings were duly had in such foreclosure suits in the Circuit Court of the United States for the Southern District of New York, also for the Northern District of New York, also for the District of New Jersey, also for the Eastern District of Pennsylvania, also for the Western District of Pennsylvania, also for the Northern District of Ohio, also for the Southern District of Ohio, also for the District of Indiana, also for the Northern District

of Illinois, also for the Southern District of Illinois, that Arthur H. Masten, Esq., as Special Master under the foreclosure decree, sold the entire property, rights and franchises on the 6th day of November, 1895, at Ramapo, N. Y., to Charles H. Coster, Louis Fitzgerald and Anthony J. Thomas, as the representatives of a majority of those interested in the property sold as bondholders or stockholders.

16. On November 11, 1895, said Arthur H. Masten, as Special Master, conveyed the lands so sold by him to said Coster, Fitzgerald and Thomas, by deed recorded in Passaic County Clerk's office November 18, 1895, in Liber C-12 of Deeds, page 456, and also recorded in the Clerk's offices of the various Counties in the various States mentioned.

17. Pursuant to the laws of the State of New York, a Certificate of Incorporation was duly filed with the Secretary of State of the State of New York on the 14th day of November, 1895, whereby said Respondent, the Erie Railroad Company, was duly organized as a corporation and thereafter exemplified copies of such Certificate of Incorporation were duly filed, and other steps were duly taken in the several States in which the property so sold was located, whereby said corporation became a corporation and empowered to take the title of the property so sold and to operate such property as a railroad in the several States wherein it was located.

Chapter 688 of the Laws of 1892 was in force in the State of New York when said Certificate of Incorporation was filed and by filing such Certificate of Incorporation the Erie Railroad Company subjected itself to the provisions thereof and in particular to the provisions of Section 3, Subdivision 4, which provides as follows:

> "Any plan or agreement which may have been entered into at or previous to the time of sale, in anticipation of the formation of the new corpora-

tion, and pursuant to which such purchase was made, such corporation shall be vested with and be entitled to exercise and enjoy all the rights, privileges and franchises, which at the time of such sale belonged to, or were vested in the corporation last owning the property sold, or its receiver, and shall be subject to all the provisions, duties and liabilities imposed by law on such corporations."

18. To more effectually vest all the property, rights, privileges, franchises, powers and immunities of the old corporation or corporations in the said reorganized corporation, said Erie Railroad Company, on the 14th day of November, 1895, said Coster, Fitzgerald and Thomas duly conveyed the same to said Erie Railroad Company, by a deed dated and acknowledged that day, and said deed was duly recorded in Passaic County Clerk's office November 18, 1895, in Liber C-12 of Deeds, page 456, and said deed was also recorded in the County Clerk's offices of the various States wherein said property was located.

Further to confirm the rights of said Erie Railroad Company in and to the property as sold on foreclosure, John G. McCullough and Eben B. Thomas, as receivers of the New York, Lake Erie & Western Railroad Company, pursuant to the decree of foreclosure and sale, duly conveyed all the property and franchises aforesaid to said Erie Railroad Company by a deed dated February 26, 1896, acknowledged April 6, 1896, and recorded in the office of the Register of Deeds, in the City and County of New York, on the 13th day of April, 1896, in Liber 44, Section 3 of Cons., page 254.

To still further confirm the right of the Erie Railroad Company to all the property, rights and franchises heretofore mentioned, The Farmers' Loan and Trust Company conveyed the same to said Erie Railroad Company by a deed dated February 26, 1896,

and recorded in the Clerk's office of Rockland County, N. Y., March 4, 1896, in Liber 182 of Deeds, at page 522.

Upon the 14th day of November, 1895, said Erie Railroad Company took possession of all the property, rights and franchises so sold on foreclosure, described in its Certificate of Incorporation and covered by the statutes under which said reorganization was effected, and said Erie Railroad Company has since that time continued to possess and to operate the same as a common carrier of passengers and freight for hire; that the property so obtained, and additional property soon thereafter obtained, constitutes the line of railroad extending from the City of New York, through the States of New Jersey, Pennsylvania, New York, Ohio, Indiana and Illinois, to the City of Chicago, and reaching such cities as Buffalo and Cleveland, and thereon said Erie Railroad Company is engaged in interstate commerce.

In and by the Acts of the Legislature, the mortgages, the foreclosures, the sales, the deeds, the reorganizations, the certificates of incorporation, and the other acts and deeds hereinbefore recited, the Erie Railroad Company, on the 14th day of November, 1895, became vested with title to all the property, rights, privileges, franchises, powers and immunities of each and every of its predecessors from 1832 to November 14, 1895, so described or referred to in its certificate of incorporation of November 14, 1895, or conveyed to it by virtue of any of the mortgages, foreclosures, sales or deeds hereinbefore mentioned, or made to it but not herein set forth and mentioned.

The Erie Railroad Company has complied with the conditions and requirements of Chapter 11 of the Laws of New Jersey of 1898.

Copies of descriptions of lands conveyed to or taken by The President and Directors of the Paterson and Hudson River Railroad Company and The Paterson

and Ramapo Railroad Company and used for the construction, operation and maintenance of their respective railroads, are hereto attached and marked "Exhibit 6."

## PATERSON GRADE CROSSING CASES.

### AN ACT TO INCORPORATE THE PATERSON AND HUDSON RIVER RAILROAD COMPANY.

Passed January 21, 1831.

Sect. I. Be it enacted by the Council and General Assembly of this State, and it is hereby enacted by the authority of the same, That John Colt, Robert Carrick, Abraham Godwin, Jr., Richard R. Morris, William S. Buckner, Elias B. D. Ogden and Andrew P. Hopper, and such other person or persons as may hereafter be associated with them, shall be, and are hereby ordained, constituted and declared to be a body corporate and politic, in fact and in name, by the name of "THE PRESIDENT AND DIRECTORS OF THE PATERSON AND HUDSON RIVER RAILROAD COMPANY," and by that name they and their successors and assigns shall and may have continued succession, and shall be persons in law capable of suing and being sued, pleading and being impleaded, answering and being answered unto, defending and being defended, in all courts and places whatsoever; and shall have power to make and use a common seal, and the same at pleasure to alter; and they and their successors, by the same name and style, shall be capable of purchasing, holding and conveying any lands, tenements, goods and chattels, necessary or expedient to the objects of this corporation, and shall be clothed with all the rights, powers and privileges pertaining to corporate bodies, and requisite for the purposes aforesaid.

II. And be it enacted, That the capital stock of said company shall be two hundred and fifty thousand

dollars, with liberty for the Company to increase the same to five hundred thousand dollars, and shall be divided into shares of fifty dollars each, which shall be deemed personal property, and transferable in such manner as the said Corporation shall by their by-laws direct.

III. And be it enacted, That the above named persons, or a majority of them, shall open books to receive subscriptions to the capital stock of the said Corporation, at such time or times, and place or places as they, or a majority of them may think proper, giving notice thereof at least twenty days prior to the opening of said books, by publishing the same in the newspapers printed in Paterson, and in a paper printed in the city of New York; and that the said books shall be kept open as long as the said persons, or a majority of them, shall think proper; and if more subscriptions be taken than the amount of the capital stock, it shall be in the power of the said persons, or a majority of them, to apportion the stock to the subscribers as they may deem expedient and conducive to the object of the incorporation.

IV. And be it enacted, That at the time of subscribing for said stock, ten dollars shall be paid to the above named persons, or some one of them, upon each share subscribed for which money shall be paid over to the treasurer of the Company as soon as one shall be appointed; and when the said capital stock shall be subscribed for, and the books closed, and the apportionment made, if the same become necessary, it shall be the duty of the persons named in the first section of this Act, or a majority of them, to call a meeting of the stockholders, upon like notice as above, to choose seven directors; and such election shall be made by ballot, at the said time and place, by such of the stockholders as shall attend for that purpose, either in person or by lawful proxy, each share of the

capital stock entitling the holder thereof to one vote; and the said named persons, or a majority of them, shall be inspectors of the first election of directors of said Corporation, and shall certify under their hands the names of those persons duly elected, and deliver over the subscription books to the said directors; and that annually thereafter, upon like notice being given by the directors for the time being, the stockholders shall in the same manner elect the same number of directors; and the time and place of holding the first meeting of directors shall be fixed by the said persons named in the first section of this Act, or a majority of them; and the directors chosen at any of the elections of said Corporation, shall, as soon as may be after every election, choose, out of their own number, a president; and in case of the death, resignation or removal of the president or any director, such vacancy or vacancies may be filled, for the remainder of the year wherein they may happen, by the said board of directors, or a majority of them; and in case of the absence of the president, the said board of directors, or a majority of them, may appoint a president pro tempore, who shall have such power and functions as the by-laws of the said Corporation shall provide.

V. And be it enacted, That in case it should happen that an election of directors should not be made during the day, when, pursuant to this Act, it ought to have been made, the said Corporation shall not for that cause be deemed to be dissolved, but such election may be held at any other time, on notice as aforesaid; and the directors for the time being shall continue to hold their office until new ones shall have been chosen in their places.

VI. And be it enacted, That five directors of said Corporation shall be competent to transact all business of the said Corporation, and they shall have power to call in the remainder of the capital stock of

said company, by such installments, not exceeding five dollars on each share at any one time, and at such times as they may direct, and in case of the non-payments of said installments, or any one of them, to forfeit the share or shares upon which such default shall arise; and to make and prescribe such by-laws, rules and regulations as to them shall appear needful and proper, touching the management and regulation of the stock, property, estate and effects of the said Corporation, and shall also have power to appoint a secretary, treasurer, engineer, agents, superintendents and such servants as may be required to transact the business of the Corporation, with such compensation to them and the president, as to the board shall seem proper, and that they shall exact from the treasurer sufficient security for the due performance of his trust; Provided, said by-laws be in no respect repugnant to the laws of this State or of the United States.

VII. And be it enacted, That the President and directors be, and they are hereby authorized and invested with all the rights and powers necessary and expedient, to survey, lay out and construct a railroad, or lateral roads, from one or more suitable place or places in the town of Paterson, one at least of which shall either commence at, or pass in its course, within fifty feet of the corner of the present lower raceway, in the town of Paterson, at the intersection of Congress and Mill Streets, near the Catholic Chapel, to Weehawken, and from thence to any other suitable place or places on the Hudson river, opposite to the City of New York, within fifty feet of the high water mark, not exceeding sixty-six feet wide, with as many set of tracks and rails as they may deem necessary, crossing the Hackensack river upon or adjoining the present bridge, belonging to the New Barbadoes Toll Bridge Company, with their consent, but if such consent cannot be obtained, then as near the said bridge as practicable, with a draw, in a line, and correspond-

ing with the present one, and of equal or greater width; and it shall be lawful for the said president and directors, their agents, engineers, superintendents, and others in their employ, to enter, at all times, upon all lands and waters for the purpose of exploring, surveying, levelling and laying out the route or routes of such railroad, or lateral roads, and of locating the same; and to do and erect all necessary works, buildings and appendages thereof, doing no unnecessary injury to private or other property; and when the route or routes and the location of such road or lateral roads shall have been determined upon, and a survey of such route or routes, or location, deposited in the office of the secretary of state, then it shall be lawful for said company, by its officers, agents, engineers, superintendents, contractors, workmen, and other persons in their employ, to enter upon, take possession of, hold, have, use, occupy and excavate any such lands, and to erect embankments, bridges and all other works necessary to lay rails, and to do all other things which shall be suitable and necessary for the completion or repair of the said road or roads, and to carry into full effect the object of this incorporation; and may also take and use any stone, gravel, sand, clay or other earth, on or near the said route, which may be required for the construction of, repairing, altering or extending the said road or roads, or of any of the works or appendages, subject to such compensation to be made therefor as is hereinafter provided, and repairing any breaches they may make in enclosures: Provided, always, that the payment, or the tender of the payment, of all damages for the occupancy of lands through which the said railroad or railroads may be laid out, be made, before the said company, or any person under their direction or employ, shall enter upon, or break ground in the premises, except for the purpose of surveying and laying out said road or roads, unless the

consent of the owner or owners of such lands be first had and obtained in writing: And provided also, that it shall be lawful for any person or persons owning any ferry on the Hudson river, opposite to the city of New York, or any landing on the Passaic river, or manufactory within the corporate limits of the town of Paterson, to which said railroad shall not be laid by this Company, to erect and build a branch railroad, to intersect said railroad, at such point or points, within the said limits, as may be deemed expedient, and to charge the tolls thereon, in the same manner and at the same rates as this Corporation is authorized to charge, and for the purpose of constructing said branch railroad, he or they shall be invested with the same privileges, and be subject to the same liabilities and reservations as this Corporation are entitled and subject to.

VIII. And be it enacted, That when said Company or its agents, cannot agree with the owner or owners of any such required lands or materials for the use or purchase thereof, or in case any such owner or owners thereof shall be feme covert, or under age, non compos mentis, or reside out of the State, then it shall and may be lawful to and for the said directors to apply to any justice of the supreme court of this State, who upon such application, is hereby authorized and empowered, enjoined and requested to frame and issue one or more writ or writs, as occasion shall require, in the nature of a writ ad quod damnum, to be directed to the sheriff of the county in which such lands are tenements shall be, commanding him that, by the oaths or affirmations of twelve good and lawful men of his bailiwick, who shall be indifferent to the parties, he shall inquire whether the person or persons owning any lands, tenements or hereditaments, necessary to be used by the said directors, or which may be injured in establishing such railroad or roads, which person or persons shall be

named, if known, and which lands and tenements shall be described in such writ or writs, will suffer and sustain any and what damages, by reason or means of taking such lands, tenements or other real hereditaments, gravel or materials, necessary or expedient for the use of such railroad or roads, or the repair thereof, or the works thereto belonging; and to return the said writ, together with the finding of such jury, to the next supreme court of this State, after the finding thereof, on or before the first day of said term; and upon such writ being delivered to the sheriff, he shall give at least twenty days' notice, in writing, to all and every owner or owners of the lands and tenements in the said writ described, or to so many of them as can be found, or to the agent or agents of such owners, if known; and if not known, such notice to be published in some newspaper printed in the county in which such lands lie, for the same length of time, before executing said writ, of the time of executing the same; and he shall cause to come upon the premises, at the time appointed, twelve good and lawful men of his bailiwick, who shall be selected in such manner, and upon like notice to the parties, as struck juries usually are, to whom he shall administer an oath or affirmation that they will diligently inquire concerning the matter and things in the said writ specified, and a true inquisition make according to the best of their skill and judgment, without favor or partiality; and thereupon the said sheriff and inquest shall proceed to view all and every the lands and tenements in such writ specified, and having considered the quantity of lands, materials and other matters and things, necessary or requisite to be vested in said Company, for the purposes aforesaid, they shall cause the same to be minutely and accurately described by metes and bounds, or other particular descriptions, and shall value or appraise the value of the land, and the injury or damages, if

any, which the owner or owners of said lands, tenements, or improvements or materials, will, according to their best judgment and skill, sustain and suffer, by means of so much of the said lands and tenements being vested in the said Company, or by means of such improvements being destroyed or rendered useless, or of less value, defining and ascertaining as well all such lands and tenements and privileges so to be vested in said Company, as the several sums at which the said injuries and damages shall be so assessed; and in making such valuation and appraisement, it shall be the duty of the jury or juries to allow compensation for the lands, tenements and hereditaments, to be taken for the use aforesaid, at the fair value they would have come to before the location of the said road or roads, and a full value for all gravel and other materials, that may be used by the said Company, for the purposes aforesaid; and that said sheriff and jury shall make an inquisition, under their hands and seals, distinctly and plainly setting forth all the matters and things aforesaid, and the sheriff shall return the same, together with the said writ, to the office of the clerk of the Supreme Court, according to the command of the court; and the justices of the said court shall examine the same, at the term to which it is returned, and if the said writ shall appear to have been duly executed, and the return thereof sufficiently certain, to ascertain the lands and tenements, rights and privileges intended to be vested in the said Company, and the several compensations awarded to the owners thereof, then the said court shall enter judgment, and the said Company, paying the said inquisition assessed, or bringing the same into the said court, over and besides the costs of such writ, and executing and returning the same, to be taxed by the justice who issued it, shall be entitled to have and to hold, to them and their successors and assigns, forever, all and every the lands, tenements, rights and privileges in

the said inquisition described, as fully and effectually as if the same had been granted to them by the owners thereof; and if any return so to be made shall not be sufficiently certain for the purposes aforesaid, the said court shall award an inquisition de novo; and upon payment or bringing into court all such moneys as by such judgment shall be required to be paid or brought into court, all such lands, tenements, rights and privileges, shall be fully and absolutely vested in the said corporation, who shall become seized and possessed thereof, in like manner as the then late owners was or were seized or possessed thereof.

IX. And be it enacted, That it shall be the duty of the said Company to construct and keep in repair, good and sufficient bridges or passages over and under the said railroad or roads, where any public or other road shall cross the same, so that the passage of carriages, horses and cattle on the said road shall not be prevented thereby, and also where the said road shall intersect any farms or lands of any individual, to provide and keep in repair suitable wagon ways, over and under said railroad, so that they may conveniently pass the same.

X. And be it enacted, That the President and Directors of the said Company shall have power to have constructed or to purchase with the funds of the Company, and to place on any railroad constructed by them, all machines, engines, wagons, carriages and vehicles for the transportation of persons or any species of property thereon that they may think reasonable, expedient and right: Provided, they shall not charge more than at the rate of six cents per mile per ton for the transportation of property on the said road or roads, or six cents per mile for carrying each passenger on said railways in the carriages of the Company, or three cents per mile for each ton of property transported, or three cents per mile for each passenger carried on said railways in carriages of

others, and three cents per mile for each empty carriage; and that said Company are hereby authorized to demand and receive money for toll, and the transportation of persons, and every species of property at the aforesaid or such less rates as they from time to time shall think reasonable and proper; and the railroad or roads and appendages, and the land over which the same shall pass, and all the works and improvements, steam engines, carriages and all other property whatsoever, belonging to the said Company, at any time or times, are hereby vested in the said Company incorporated by this Act, and their successors and assigns during the continuance of this Act.

XI. And be it enacted, That the President and Directors of the said Company, as soon as the affairs of the Company will allow, shall declare and make such dividend as they may deem prudent and proper of the net proceeds thereof, and shall in like manner, semi-annually, thereafter, declare such dividends, and pay the same to the stockholders or the said Company in proportion to the amount of shares held by them respectively, as they may deem prudent and proper; and in case they fail so to do, they shall assign their reasons in writing to the stockholders for such failure.

XII. And be it enacted, That if any person shall wilfully impair, injure, destroy or obstruct the use of any railroad constructed under the provisions of this Act by the said Company, or any of their necessary works, wharves, bridges, carriages or machines, such person or persons so offending shall forfeit and pay to the said Company any sum not exceeding two hundred dollars, at the discretion of the court or jury, to be by them recovered in an action of debt in any court having competent jurisdiction, and also shall be liable to pay to said Company double the amount of damages sustained thereby, to be sued for in an action of trespass.

*Exhibit R-15.*

XIII. And be it enacted, That the said Company may have and hold real estate at the commencement and termination of said road or roads not exceeding two acres at each place, and not approaching nearer than fifty feet of high water mark at either of the present ferries of Hoboken, Weehawken or Jersey City, without the consent of the owner or owners of the ferry or ferries opposite which said land may be taken, and may erect and build thereon houses, warehouses, stables, machine shops, and other buildings and improvements as they may deem expedient for the safety of property, and construction of carriages and other necessary uses, and take and receive the rents, profits and emoluments thereof; and shall have the privilege and authority to erect, build and maintain on the rivers Passaic and Hackensack, respectively, such wharves, piers, bridges and other facilities as they may think expedient and necessary for the full enjoyment of all the benefits conferred by this Act, subject to the aforesaid restrictions; and for the safety of the navigators one or more lamps shall be placed at one side of the draw of said bridge which lamp or lamps shall be lighted every evening thereafter as long as said bridge shall stand, before it grows dark, and continue lighted until daylight, at the expense of the said Company; and shall keep, or cause to be kept at the said bridge, a careful person to open the draws for the free passage of vessels with standing masts; and for each and every neglect in opening the draws, and each and every night's neglect to light the lamp or lamps, the directors of said Company shall pay the sum of ten dollars, to be recovered in an action of debt by any person suing for the same; Provided, that nothing herein contained shall be so construed as to give the Company hereby incorporated the right to establish or carry on a ferry for the carrying of passengers or freight.

XIV. And be it enacted, That the road or roads authorized by this Act, be, and the same are hereby declared a public highway, and free for the passage of any railroad carriage thereon, with passengers or property, upon payment of the tolls prescribed by this Act: Provided, always that the said carriages so used thereon shall be of the same description as those used by the Company, and shall be so regulated as to time of starting, rates of travelling and rates of tonnage, as not to interfere with the carriages of the Company, or injure the said road.

XV. And be it enacted, That if the said railroad shall not be commenced in one year from the fourth of July next and completed at the expiration of five years from the same time, that then, and in that case this Act shall be void.

XVI. And be it enacted, That no part of the capital stock or moneys of the Company incorporated by this Act shall be used or employed by said Company for banking purposes under the penalty of forfeiting this charter.

XVII. And be it enacted, That at any time after the expiration of fifty years from the completion of the said road, the Legislature of this State may cause an appraisement of the said road and the appendages thereof to be made by six persons, three of whom shall be appointed by the Chief Justice of this State for the time being, the remaining three by the Company, who, or a majority of them, shall report the value thereof to the legislature within one year from the time of their appointment; or, if they cannot agree, they shall choose a seventh, who, with the aforesaid six, shall report as aforesaid, or in case the said Company shall neglect or refuse to appoint the said three persons on their part for two months after the said appointment by the said chief justice, then the three persons so appointed by him shall proceed to

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make such appraisement, which shall be binding on the said Company; or in case the said six commissioners shall be appointed as aforesaid, and they cannot agree upon the seventh man, then, upon two weeks' notice to the said Company, the said chief justice shall appoint such seventh man as aforesaid, to make such appraisement as aforesaid, and thereupon the State shall have the privilege for three years of taking said road, upon the payment to the Company of the amount of the said report within one year after electing to take said road, which report shall be filed in the office of the secretary of this State, and the whole property and interest of said road, and the appendages thereof, shall be vested in the State of New Jersey upon payment of the amount so reported to the said Company; and that it shall be the duty of the president of the Company to lay before the Legislature, under oath or affirmation, when they shall so request, a full and fair statement of the costs of the said road, and of all the receipts and disbursements of the Company; Provided always, that the aforesaid valuation shall be made without reference to the receipts or disbursements of the Company, or advance of the stock, and the said valuation shall in no case exceed the first costs of the said railroad, with the lands and appendages thereof.

XVIII. And be it enacted, that from and after the completion of the said railroad, it shall be the duty of the treasurer of the said Company, under oath or affirmation, to make annual returns of the number of passengers and the number of tons of merchandise and other articles transported thereon, to the treasurer of this State; and that the said Company shall, after the expiration of five years from the passing of this Act, pay to the treasurer of this State, yearly and every year, a tax of one quarter of one per cent upon their capital stock paid in; and yearly and every year after the expiration of ten years, a tax of

one half of one per cent upon the capital stock so paid in as aforesaid, and that no further or other tax or impost shall be levied or assessed upon said company.

XIX. And be it enacted, That this Act shall be deemed and taken as a public Act, and shall at all times be recognized as such in all courts and places whatsoever.

A SUPPLEMENT to an Act entitled "An Act to Incorporate the Paterson and Hudson River Railroad Company" passed January twenty-first, eighteen hundred and thirty one. Passed the 18th November, 1831.

Sect. I. Be it enacted, By the Council and General Assembly of this State, and it is hereby enacted by the authority of the same, That it shall be lawful for the president and directors of the Paterson and Hudson River Railroad Company, their successors and assigns, to locate and form their road from the east side of Berry's Hill, in the county of Bergen, to the Hudson River, upon such route as may by them be thought advisable: Provided, however, that in making the same they shall not interfere with the vested rights of any other Company; and shall, in all things, comply with the requisitions of the thirteenth section of the Act to which this is a supplement, as to the bridges over the Hackensack and Passaic rivers; And provided also, that the bridge over the Hackensack river shall not be more than thirty feet wide in the line of the draw, the opening of which draw shall be at least thirty feet wide in the narrowest part, and be placed by said Company in a line with the course of the river, and in such position as to do the least injury to the navigation, they having a due regard to the wishes and views of the navigators thereof: And provided further, that the draw shall not be constructed to be opened by lifting.

II. And Whereas it may be found expedient for the president and directors of the Paterson and Hudson River Railroad Company, their successors or assigns, to form a tunnel under the Weehawken or Bergen Hill, which would add greatly to the expenses of making their road, and be a great public accommodation: Therefore, be it further enacted, That if the said tunnel shall be made, it shall be lawful for the said president and directors of the Paterson and Hudson River Railroad Company, their successors and assigns, in addition to the tolls already allowed, to charge for passing through said tunnel, for each passenger, the sum of twelve and a half cents, and for every ton of goods, wares and merchandise, the sum of ten cents.

III. And be it enacted, That the said president and directors of the Paterson and Hudson River Railroad Company, their successors and assigns, in their bridge over Berry's Creek, shall make a draw, with an opening at least twenty-four feet wide, which shall be so constructed that it may be easily opened by the boatmen who have occasion to navigate the creek.

IV. And be it enacted, That this Supplement shall be taken and considered as a public Act.

A Further Supplement to an Act entitled "An Act to Incorporate the Paterson and Hudson River Railroad Company." Passed January twenty first, one thousand eight hundred and thirty one.

Sect. I. Be it enacted, by the Council and General Assembly of this State, and it is hereby enacted by the authority of the same, That so much of the fifteenth section of the Act to which this is a supplement as requires that the said railroad shall be completed at the expiration of five years from the fourth day of July, one thousand eight hundred and thirty one, be, and the same is hereby repealed; and when the permanent railroad of the New Jersey Railroad and Trans-

portation Company shall be constructed through Bergen Hill and thence to the Hudson River, and put in use, it shall be lawful for the president and directors of the Paterson and Hudson River Railroad Company, their successors and assigns, to charge for the transportation of goods, wares and merchandise thereon, from the junction to the river, or on any branch thereof, twelve and a half cents per ton per mile; and that it shall not be lawful for said Company, directly or indirectly, to charge for the transportation of property on their road, and on the said permanent road, from the junction and on its branches, more than the tolls prescribed by the tenth section of their Act of Incorporation and by this Supplement; and if the owners and occupants of property on Main and Congress streets in Paterson, or of a majority thereof in value, shall require the same, and the Paterson and Hamburg Turnpike Company, without compensation, shall consent thereto in writing (if their consent be necessary), that then the president and directors of the Paterson and Hudson River Railroad Company, their successors and assigns, shall be authorized and required, within six months after such requisition and consent shall be obtained, with reference to said street, to extend a track down Main Street, to or within one hundred feet of its intersection with Broadway; and that within one year from the fourth day of July next, they shall lay a track down Congress street, to the point designated in their Act of incorporation.

II. And be it enacted, That so much of the seventeenth section of the said original Act, as authorizes the legislature of the State, to cause an appraisement of said road to be made, at any time after the expiration of fifty years from the completion of said road; and that so much of the eighteenth section as requires the treasurer of said company to make annual returns to the treasurer of this State, from and after the com-

pletion of the said railroad, be, and the same are hereby repealed; and that the legislature may cause such appraisement to be made at any time after the expiration of fifty years from the fourth day of July one thousand eight hundred and thirty six; and that it shall be the duty of the treasurer of the said company, from and after the said fourth day of July one thousand eight hundred and thirty six, to make the annual returns required by the said eighteenth section.

III. And be it enacted, that this supplement shall be taken and considered as a public Act.

Passed February 27, 1835.

A FURTHER SUPPLEMENT to the Act entitled "An Act to Incorporate the Paterson and Hudson River Railroad Company."

Sec. I. Be it enacted by the Council and General Assembly of this State, and it is hereby enacted by the authority of the same, That it shall be lawful for the president and directors of the Paterson and Hudson River Railroad Company, their successors and assigns, to increase their capital stock the further sum of two hundred thousand dollars, by loan or otherwise, which shall be divided into shares of fifty dollars each, and to be raised in such manner as they may deem expedient and most conducive to the objects of the incorporation.

II. And be it enacted, that so much of the eighteenth section of the Act to which this is a supplement, as requires the said Company to pay to the treasurer of this State an annual tax of one quarter of one per centum upon their capital stock paid in, be, and the same is hereby repealed.

Passed March 3, 1837.

*Exhibit R-15.*

AN ACT for the better protection of the Navigation of the Passaic River.

Sect. I. Be it enacted by the Council and General Assembly of this State, and it is hereby enacted by the authority of the same, That each and every bridge or viaduct hereafter to be erected over the Passaic River, between the head of navigation and the Newark Bay, shall be so constructed as to contain a draw for the free passage of vessels navigating the said river, the opening of which draw shall be at least thirty five feet wide in the narrowest part, and shall be placed in such position as to do the least possible injury to the navigation thereof.

II. And be it enacted, That as soon as the Passaic River, by the construction of locks and other sufficient devices, shall be made navigable to the bridge of "The Paterson and Hackensack Turnpike Company" for vessels requiring a draw thirty five feet wide, it shall be the duty of "The Paterson and Hudson River Railroad Company" to have completed in their bridge or viaduct which crosses the said river below the present head of navigation, a draw of thirty five feet in width in the narrowest part, so as to permit the free passage, as well in entering as in leaving the said draw, of all vessels navigating in said river to and from the said Turnpike Bridge.

III. And be it enacted, That this Act shall go into operation immediately on the passage thereof.

Passed March 10, 1842.

RESOLUTION respecting the Tax on the Capital Stock passed in March, 1842, by the Legislature.

Resolved, That the treasurer of this State be authorized and directed, in computing and collecting the annual taxes from "The Paterson and Hudson River Railroad Company" to compute and estimate them upon the original capital stock of $250,000 until the Company shall divide six per cent per annum; and

that payments of taxes made by the Company upon such computation, shall be esteemed and taken as a full compliance by them with that requirement of their charter.

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AN ACT to facilitate the improvement of the Paterson and Hudson River Railroad.

WHEREAS it is represented by the petition of "The President and Directors of the Paterson and Hudson River Railroad Company," that they have negotiated an arrangement for the purchase of iron for improving their railroad, by agreeing to issue the bonds of the Company, to bear six per cent interest per annum and to be secured by mortgages upon the property and franchises of the Company, but that doubts have arisen whether they have sufficient powers to make such bonds and mortgages, and they thereupon having requested legislative aid in the premises, therefore,

Sect. I. Be it enacted, by the Council and General Assembly of this State, and it is hereby enacted by the authority of the same, That it shall and may be lawful for the board of directors of "The President and Directors of the Paterson and Hudson River Railroad Company," to issue the bonds of the said Company to the amount of one hundred thousand dollars, of no less denomination than five hundred dollars, for the purpose of buying iron and of borrowing money, payable to the owners, or bona fide holders thereof, at such times as to them shall appear expedient and can be agreed upon, bearing an interest of six per cent per annum; and for securing the due payments of the bonds, with the interest to accrue thereon, it shall and may be lawful for them to pledge or hypothecate by way of mortgage, trust or otherwise, the Paterson and Hudson River Railroad, with all its appendages and appurtenances, and all the lands,

tenements, premises, chartered rights, franchises and privileges belonging to the said Company, and such pledges, hypothecations, mortgages or trusts shall be valid for the security of the due payments of all bonds, with the interest thereof, which may be intended to be secured thereby, and of all new bonds which may be issued upon the cancellation of any original bonds; and in case a default shall be made in the payment of any bond so issued, or of the interest thereof, the person or persons, body politic or corporate, or their legal representative or assigns, claiming under any such pledge, hypothecation, mortgage or trust, may, by the process of law, acquire and have, hold, use, enjoy or sell the said railroad, with its appendages and appurtenances, and the property of the said Company; and they, or any purchaser or purchasers thereof, may enjoy and dispose of the property, and may take and receive the tolls, issues and profits of the said railroad, and enjoy the rights of the said Company during the whole residue of the term for which the said Company is chartered, in as full and ample a manner as the stockholders of said Company could or might have disposed of, used and enjoyed the same; subject, nevertheless, to all the restrictions, limitations, impositions and conditions which are upon said Company.

II. And be it enacted, That this Act shall go into operation immediately upon the passage thereof.

Passed January 18, 1844.

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AN ACT to enable parties having claims against The New York and Erie Railroad Company, and others, using the Paterson and Hudson River Railroad and the Paterson and Ramapo Railroad, to prosecute for such claims or damages in the Courts of this State, and to legalize the leases or contracts made by the Paterson and Ramapo Railroad Company and

the Paterson and Hudson River Railroad Company to the Union Railroad Company.

WHEREAS, the New York and Erie Railroad Company are now in possession of the Paterson and Hudson River Railroad and the Paterson and Ramapo Railroad under certain leases and contracts made by said companies, and are now carrying on the business of said roads under said leases and contracts; and whereas, the New York and Erie Railroad Company being a foreign corporation, and any other corporation or individuals using said roads, or either of them, and transacting the business of the same, ought to be liable to actions for damages done in operating said roads as fully as the said companies are by their charters now liable, and to effect that purpose all doubts as to the authority of said companies to make such leases and contracts ought to be removed; and whereas, all persons having claims for debt or damages of any and every kind ought to be enabled to prosecute said foreign corporation in the Courts of this State; therefore:

I. Be it enacted, By the Senate and General Assembly of the State of New Jersey, that the New York and Erie Railroad Company, and any other Corporation or individuals using the aforesaid roads or either of them, shall be, and they are hereby declared liable for all claims for debts, damages, omissions and delinquencies arising from the running or operating said Railroads, and carrying freight and passengers on the same, as fully as the said the Paterson and Hudson River Railroad Company, and the Paterson and Ramapo Railroad Company, are now liable by the laws of this State.

II. And be it enacted, That whenever any action shall be commenced against the said The New York and Erie Railroad or any other foreign Corporation, using said roads, in any of the courts of this State,

the first process to be made use of may be a summons or subpœna, a copy whereof shall be served on the president, or one or more of the directors, or the superintendent, or on any station agent of said Corporation, six entire days before its return.

III. And be it enacted, That when the sheriff or other officer shall return such summons or subpœna "served" or "summoned" the defendants shall be considered as appearing in court, and may be proceeded against accordingly.

IV. And be it enacted, That the power and authority of the said Paterson and Hudson River Railroad Company and the Paterson and Ramapo Railroad Company, to make such leases and contracts is hereby declared and affirmed, and said leases and contracts are hereby declared legal and valid; provided, that said leases and contracts shall not be held to grant any power, privilege or right, not granted to said Companies respectively by their charters, and the supplements thereto.

V. And be it enacted, That the Legislature may at any time alter, amend or repeal this Act.

Approved March 14, 1853.

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AN ACT to authorize the New York and Erie Railroad Company to purchase and hold lands, and to complete and finish the Railroad of the Paterson and Hudson River Railroad Company.

WHEREAS, The New York and Erie Railroad Company, by virtue of certain leases and agreements, made by the Paterson and Hudson River Railroad Company and the Paterson and Ramapo Railroad Company to the Union Railroad Company, bearing date the ninth day of September, eighteen hundred and fifty two, and assigned to the New York and Erie Railroad Company, have the right to use the railroads of said two first mentioned Companies, during

their respective charters, and have the right to extend said Paterson and Hudson River Railroad, and to make a railroad from any point in the same to the Hudson River, at some point opposite the City of New York, which leases and agreements were approved and confirmed by an Act of the Legislature of this State, approved March fourteenth, eighteen hundred and fifty three. And whereas, it is desirable that the New York and Erie Railroad Company should have the power to purchase and hold in their own name such lands, necessary and convenient for the transaction of their business, as said Paterson and Hudson River Railroad Company, and other Companies incorporated by this State, may by law purchase and hold at their stations and depots, and to proceed in their own name to construct and extend said railroad from the Paterson and Hudson River Railroad to the Hudson River, and to hold the lands necessary for such construction, in their own name.

I. Be it enacted, by the Senate and General Assembly of the State of New Jersey, That the New York and Erie Railroad Company are hereby authorized to purchase and hold in their own name, such and so much land and real estate in the County of Hudson, at or near any station or depot that they may establish in said County, as may be necessary for the convenient transaction of their business, for storing and working upon their engines, cars, fuel and materials to be used upon their roads, for receiving, delivering and keeping property, transported or to be transported on their road, to the best advantage for side tracks, platforms and station houses, and for all other purposes strictly connected with and appertaining to their business of transporting passengers and freight: Provided, that two acres of land at any such depot or station, and no more, shall be exempt from city, townships and county tax.

*Exhibit R-15.*

II. And be it enacted, That the New York and Erie Railroad Company may proceed in their own name to make and construct a railroad from any point in the railroad of the Paterson and Hudson River Railroad Company, to any point on the Hudson River, opposite the City of New York, according to the provisions of the Act incorporating said Paterson and Hudson River Railroad Company, and the several supplements thereto, and that for that purpose they are hereby authorized to survey, lay out, and locate such extensions or continuation of said railroad of any width, not exceeding one hundred feet, and when such location has been filed in the office of the Secretary of State, to purchase and hold all lands necessary or convenient for the continuation of said road, and in all cases provided for in the eighth section of the Act, entitled "An Act to Incorporate the Paterson and Hudson River Railroad Company," are authorized to proceed to acquire the title to the same, by proceeding in their own name in the manner provided in such eighth section, and upon paying the inquisition assessed with the costs, or bringing the same into court, as in said section provided, shall be seized of the lands in such inquisition described, in the same manner as the Paterson and Hudson River Railroad Company would have been; Provided, that in this proceeding to acquire lands, this section shall confer the same power upon the New York and Erie Railroad Company as was vested by the said Act in the Paterson and Hudson River Railroad Company, and no greater power; and provided further, that said road, from the east side of Palisade Avenue, for the distance of thirty five hundred feet westwardly through the City of Hudson, shall not be constructed with an open cut, but shall be tunnelled or arched over, except proper and suitable openings and shafts for light and ventilation.

*Exhibit R-15.*

III. And be it enacted, That for the purpose of enabling the State of New Jersey to take the said railroad upon an appraisment of its value, at any time after the fourth of July, eighteen hundred and eighty six, in the manner provided for by the seventeenth section of said Act to incorporate the Paterson and Hudson River Railroad Company, the continuation of said railroad and its depots and appendages, constructed, purchased and acquired by virtue of the provisions of this Act, shall be considered part of the road of the Paterson and Hudson River Railroad Company, and may and shall be taken by the State at the same time and in the same manner as the State may take the road of said Company, except, nevertheless, that the lands, railroad and appendages thereto, acquired or purchased by the New York and Erie Railroad Company and owned by them, shall be appraised separately from the residue of said railroad and appendages, and the value thereof paid to the New York and Erie Railroad Company.

IV. And be it enacted, That the said New York and Erie Railroad Company shall, as soon as they shall have completed the said railroad to the Hudson River, make and file in the office of the Secretary of this State, a map and plan of said railroad, from the point where it shall be constructed from the present road to the Hudson River, and of all side tracks and switches connected therewith, and the ground covered thereby, and of the land occupied by them as depots or stations, not including therein more than two acres of land not occupied by their track at each station or depot, verified by the oath of the President and Engineer of said Company, and shall attach thereto a just and true account of the costs of said lands and tract and the improvements thereon, verified by the oath of the President and Engineer; and said Company shall thereafter pay to the Treasurer of this State yearly, and every year, a tax of one-half of one per

centum upon the amount of said cost in lieu of all other taxes on the same, and the lands included in said plan or map and said account, shall be subject to no other tax, impost or assessment, except city assessments for improvements upon or near the same, to which they shall be liable as all other lands.

V. And be it enacted, That this Act shall not affect or impair any contract or agreement heretofore made and entered into between the New Jersey Railroad and Transportation Company of the one part, and the President and Directors of the Paterson and Hudson River Railroad Company of the other part, or between any other parties or corporations.

VI. And be it enacted, That the Governor, the Chancellor, the Attorney General, the Treasurer and Secretary of this State, the Justices of the Supreme Court and the Judges of the Court of Errors of this State, whilst traveling for the purpose of discharging the duties of their offices, and the members and officers of both Houses of the Legislature of this State, during their annual or other sessions, shall pass and repass on the railroads of the President and Directors of the Paterson and Hudson River Railroad Company, including the extension hereby authorized, and of the Paterson and Ramapo Railroad Company, in the cars of any company running on said railroads, free of charge, subject to the rules and regulations of such Company.

VII. And be it enacted, That this Act shall take effect immediately.

Approved, February 21, 1856.

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A FURTHER SUPPLEMENT to the act, entitled, "An Act to Incorporate the Paterson and Hudson River Railroad Company."

I. Be it enacted by the Senate and General Assembly of the State of New Jersey, That the President

and Directors of the Paterson and Hudson River Railroad Company be, and they are hereby authorized, to sell and convey or exchange their depot lands and premises in the City of Paterson, and the lands owned by them between said depot and the intersection of said road with the Paterson and Ramapo Railroad, and to exchange the same for or purchase other lands in the said city for another depot, and for a track or road for said Paterson and Hudson River Railroad, from such new depot, south of Market street, and to change the present terminus of their road, in the City of Paterson, for a terminus at such new depot; Provided, that this Act shall not authorize them to purchase or hold any greater quantity of land than they are now authorized by law to purchase and hold for railroad purposes; and provided also, that the lands so to be acquired shall not be used for any but railroad purposes.

II. And be it enacted, That the President and Directors of the Paterson and Hudson River Railroad Company are hereby empowered to make contracts and agreements with the Union Railroad Company, or the New York and Erie Railroad Company, for the purpose of substituting such new depot and track or road in the place of the old depot and track or road.

Approved March 13, 1856.

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AN ACT to promote the safety of travellers upon the Paterson and Hudson River Railroad.

I. Be it enacted by the Senate and General Assembly of the State of New Jersey, That the Paterson and Hudson River Railroad Company be, and they are hereby authorized to straighten parts of their road between Paterson and the Boiling Spring, in such manner as they may deem necessary, for the more safe transit of passengers on the same; and after locating and filing in the office of the Secretary of

State, the route of said alterations, they shall be authorized to enter upon, use and acquire title to the lands occupied by the same, under the provisions of the Act incorporating said Company, which shall thereafter for all purposes be considered and taken as parts of their railroad.

Approved March 14, 1856.

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## CHAPTER XXVIII.

A supplement to an act entitled "An Act to authorize the New York and Erie Railroad Company to purchase and hold lands and to complete and finish the railroad of the Paterson and Hudson River Railroad Company," approved February twenty-first, one thousand eight hundred and fifty-six.

1. BE IT ENACTED by the Senate and General Assembly of the State of New Jersey, That the New York and Erie Railroad Company are hereby authorized to purchase and hold in their own name, such and so much land and real estate, at or near any station or depot that they may have or use in the city of Paterson, in the county of Passaic, as may be necessary for the convenient transaction of their business, for storing and working upon their engines, cars, fuel and materials to be used upon their roads, for receiving, delivering and keeping property transported or to be transported on their road, to the best advantage, for side tracks, platforms, and station houses, and for all other purposes strictly connected with and appertaining to their business of transporting passengers and freight.

2. AND BE IT ENACTED, That it shall be lawful for the said company to acquire or purchase, and hold in their own name, so much land as may be required to widen the railroad of the Paterson and Ramapo Railroad Company sufficiently for double or additional tracks to be laid thereon, and for the use

of any stone, gravel, sand, clay, or other materials along or near the said railroad, which may be required for the making, maintaining, or repairing of said railroads; and in all cases provided for in the eighth section of the act entitled "An act to incorporate the Paterson and Ramapo Railroad Company," are authorized to proceed to acquire the title to the said land or the right to the use of said materials, by proceeding in their own name, in the manner provided in said act, and upon paying the inquisition assessed, with the costs, or bringing the same into court, as in said act provided, shall be seized of or entitled to the said lands or materials in such inquisition described, in the same manner as the Paterson and Ramapo Railroad Company would have been; provided, that in this proceeding to acquire lands or materials, this section shall confer the same power upon the New York and Erie Railroad Company as was vested by the said act in the Paterson and Ramapo Railroad Company and no greater power.

3. AND BE IT ENACTED, That this act shall take effect immediately.

Approved February 27, 1857.

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## LEASE OF ROAD.
## THE PATERSON AND HUDSON RIVER RAILROAD COMPANY
### TO THE
## UNION RAILROAD COMPANY.

THIS INDENTURE made this ninth day of September, in the year one thousand eight hundred and fifty-two, between the President and Directors of the Paterson and Hudson River Railroad Company, of the State of New Jersey, parties of the first part, and the Union Railroad Company, parties of the second part:

*Exhibit R-15.*

WITNESSETH, that the parties of the first part, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained on the part and behalf of the said parties of the second part, their successors and assigns, to be paid, kept and performed, have granted, bargained and sold, demised and to farm letton, and by these presents do grant, bargain and sell, demise and to farm let unto the said parties of the second part, their successors and assigns all and singular the railroad of the parties of the first part, as it is now constructed and exists, and all the land and real property forming, or connected with, or appurtenant thereto, from and including its terminus and station at and in the city of Paterson, in the county of Passaic and State of New Jersey, to and including its terminus and station at and on Bergen Hill, in the county of Hudson, in the State of New Jersey, at the junction of said railroad with the railroad of the New Jersey Railroad and Transportation Company, and the rails, bridges, culverts, viaducts, turnouts, switches, fixtures and superstructures of every kind thereon or connected therewith; and also all their buildings, erections, depots, stations, station houses, offices, shops and superstructures on or adjacent to, or connected with, or appurtenant to the said road as above described; and all the estate, right, title and interest, property, profession and demand of the parties of the first part, of, in and to the premises and every and any of them, and every part and parcel thereof; and also all the rights, privileges, franchises, titles, power, property, claims and pretensions of the parties of the first part, to transport persons, mails and property of every description on said railroad, and to charge, demand, collect, sue for and receive in the name of the parties of the first part or otherwise, but for the exclusive benefit of the parties of the second part, money for tolls and for the transportation of persons, mails

and merchandise, in as full and ample a manner as the parties of the first part were authorified to do by the laws of the State of New Jersey.

And also all and singular the cars and engines mentioned and described in the schedule hereto annexed, marked C. (and which articles are estimated to be of the value in said schedule mentioned) and also the machinery and tools of every kind and description of the said parties of the first part used in the shops or works of the company, or in making or repairing said road, and also the hand carts and tools connected therewith used in the repairing of the track, and other articles of personal property appurtenant to said railroad.

To have and to hold the said above-mentioned and described premises, with the appurtenances, unto the said parties of the second part, their successors and assigns, from and including the fifteenth day of September one thousand eight hundred and fifty-two, for and during the existence and continuance of the charter of the parties of the first part, and the legal existence of the said the President and Directors of the Paterson and Hudson River Railroad Company, by virtue and in pursuance of the Act of Incorporation of the Legislature of the State of New Jersey, passed January 21, 1831, and all other Acts of said Legislature relating thereto, they, the said parties of the second part, yielding and paying therefor unto the parties of the first part, their successors and assigns, yearly and every year during the said term hereby granted, the yearly rent or sum of forty-five thousand six hundred dollars in equal half-yearly payments, to wit, on the first days of January and July in each and every year.

And the parties of the first part, for the considerations above expressed, further grant to the parties of the second part the right and power to use and enjoy all the privileges, benefits, grants, agreements and

covenants and interests, which the parties of the first part at or before the execution and delivery of these presents, have, or are entitled to or may enjoy, or claim, or any way interested in and may enforce contained in, or secured by a certain agreement, bearing the date of the tenth of October, one thousand eight hundred and thirty-four, made by and between the parties of the first part, and the New Jersey Railroad and Transportation Company, and a certain other agreement, bearing the date of the ninth of September one thousand eight hundred and fifty-two, made between the said the parties hereto of the first part, and the New Jersey Railroad and Transportation Company, the copies whereof are hereto annexed and respectively marked A and B. Provided, however, that the parties of the second part shall, during such time and so long as they shall claim to enforce and shall receive the benefit of such privileges, benefits, grants, agreements, covenants and interests, perform and fairly execute to and with the New Jersey Railroad and Transportation Company all the agreements and covenants which in and by the two agreements above referred to the parties of the first part are bound to perform and execute to and with the said the New Jersey Railroad and Transportation Company all the agreements and covenants which in and by the two agreements above referred to the parties of the first part are bound to perform and execute to and with the said the New Jersey Railroad and Transportation Company.

And these presents further witness, that for the consideration above expressed, the parties of the first part further covenant and agree to and with the parties of the second part, their successors and assigns, that in case of a renewal or extension of the charter of the parties of the first part by an Act of the Legislature of the State of New Jersey, or in pursuance of the laws of said State, they, the parties of the first part, will make and execute to the parties of the sec-

ond part, a new lease and demise of all the property and premises hereinbefore mentioned and referred to for a term co-extensive in duration with the renewal or extended charter of the parties of the first part, at the same rents and under the same covenants (including a covenant for further renewal), as are contained in these presents. It being understood and agreed, however, that such new or renewed leases or demises shall contain provisions for an adjustment between the parties on a just and equitable principle of a valuation of any depreciation of said road or tracts by the use or neglect thereof; and it is further understood and agreed by and between the parties hereto, that the parties of the second part are to pay to the State of New Jersey all legislative charges for such renewals of the charters of the parties of the first part, and that at the termination of the leases or either of them, any erections or improvements on the said above mentioned and demised property that may have been made by the parties of the second part, or their assigns, at their own expense, shall be paid for by the parties of the first part, at their appraised and just value.

And the parties of the first part, for the considerations above expressed, further covenant and agree to and with the parties of the second part, that they, the parties of the second part, may, during the continuance of this demise, and during the continuance of a renewed or further demise or demises which may be hereafter made, use, employ and put in force all the rights, powers and chartered privileges of the parties of the first part for the purpose of making a tunnel, or otherwise passing Bergen Hill, and extending and making a railroad from any point on the railroad hereby demised to the Hudson River, to some point opposite to the city of New York, and for receiving tolls and making and collecting by all lawful ways, money, at the rates permitted in and by the charter of the parties of the first part for transporting per-

sons, mails and property of every description over such new or extended railroad; and the parties of the first part further covenant and agree to render such further aid and assistance in obtaining legislative enactments to carry out or advance the agreement and provisions in this instrument contained, as shall be necessary or advantageous to the parties of the second part, and as the parties of the first part may be justified in rendering without prejudice to the interests of their charter.

These presents further witness that the parties of the second part for themselves and their successors, in consideration of the grants, covenants and agreements herein contained, do covenant and agree to and with the said parties of the first part, and their successors, that the parties of the second part, their successors and assigns, shall and will yearly and every year during the terms hereby granted, or which may, as before provided, be hereafter granted, pay, or cause to be paid to the said parties of the first part, their successors and assigns, the said yearly rent above reserved, on the days and in the manner above prescribed.

And the parties of the second part, in like manner and for the like consideration, covenant and agree to and with the parties of the first part, that during the continuance of this demise, or of any future demise that may be made in pursuance of the provisions above contained, they, the parties of the second part their successors or assigns, will bear and pay to the State of New Jersey for taxes that may be laid by the authority of said State on the parties of the first part, or their property, such amount of money annually as shall be equivalent to one-half of one per cent on the capital stock of six hundred thousand dollars of the parties of the first part.

And it is further mutually covenanted and agreed by and between the parties to these presents, that in

the event of a reduction of capital, the amount to be paid under the agreement herein contained, by the parties of the second part, or towards the taxes imposed, or which may be imposed by the Legislature of the State of New Jersey, shall be proportionately reduced.

And the parties of the second part, for themselves, their successors and assigns, further covenant and agree to and with the parties of the first part, their successors and assigns, that they the parties of the second part shall and will, during the demise or demises herein made or hereafter to be made, as above provided, keep and maintain the said railroad in as good repair as it is at the date of this demise, and further that they will keep and maintain the depots, offices and houses connected with said railroad, and above demised, in good repair, ordinary decay and wear and tear excepted; and that on the termination of the demise or demises, according to the provisions of these presents, they will surrender up the said railroad, depots, offices and houses and shops, and the personal property above described or its equivalent, vis: twenty thousand dollars to such person or persons, representing the parties of the first part, as shall be entitled to receive the same.

And the parties of the second part do hereby covenant and agree with the parties of the first part that the said parties of the second part and their assigns will keep and maintain and run said railroad and other premises hereby demised, in such manner, order and condition as the said parties of the first part are bound to keep and maintain and run the same by the charter of the said parties of the first part and the statutes supplementary thereto, and that they will indemnify and save harmless the said parties of the first part from all damages to which they may be subject by reason of said road and premises not being so kept, maintained and run.

*Exhibit R-15.*

And it is further agreed by and between the parties hereto, that if at the termination of this or any future demise, and on the cessation of the interest of the parties of the second part, of, in and to the demised premises, it shall appear that there is any depreciation of the demised premises by the use or neglect thereof, contrary to the agreement hereinbefore contained, that the same shall be appraised by three arbitrators, whereof one shall be named by the parties of the first part, and one shall be named by the parties of the second part, and a third shall be selected by the said two arbitrators thus named; and the award of a majority of said three arbitrators of the value or amount of such depreciation shall be conclusive on the parties to these presents, and shall be paid and discharged by the said parties of the second part; and it is in like manner further agreed by and between the parties to these presents, that if any erections or improvements shall, during the said term hereby demised, or any future term or terms hereafter demised, be made on said demised premises or appurtenant thereto, the same shall, at the termination of said term or terms, and the cessation of the interest of the parties of the second part of, in and to the same, by the expiration thereof, or other termination thereof, be valued by arbitrators to be appointed in like manner as last above provided, and the award of a majority of such arbitrators shall be conclusive as to the value of the said erections and improvements; and the parties of the first part shall pay and discharge the amount so valued to the parties of the second part or their assigns.

It is further agreed by the parties of the second part, that during the demise or demises hereinbefore made or agreed to be made, the directors and secretary of the parties of the first part shall, while holding such offices, be entitled to free passes over said railroad, to and from Paterson aforesaid and Jersey City, or other terminus of the road on the Hudson

*Exhibit R-15.*

River; and if, or when the parties of the second part shall have received a lease of, and from the Paterson and Ramapo Railroad Company, of the railroad of such last named company, that, then, and in such case, the directors and secretary of the parties of the first part shall, while holding such offices, have the same privileges of free passes to and from Paterson aforesaid, to Suffern's Depot on the line of the New York and Erie Railroad.

And the parties of the first part further covenant that they will and shall, at any time or times hereafter, upon the reasonable request, and at the cost of the parties of the second part, make and execute all and every such further acts, conveyances and assurances, for the more effectually vesting the premises hereby intended to be granted in and to the parties of the second part, as by counsel learned in the law shall be reasonably devised, advised or required.

And the parties of the first part further covenant and agree to and with the parties of the second part, their successors and assigns, that they, the parties of the second part, or their assigns, paying the said yearly rent and performing the covenants and agreements on their part, they the parties of the second part, their successors and assigns shall and may, at all times, during the said term or terms above mentioned, peaceably and quietly have, hold and enjoy the demised premises, without let, suit, trouble or hindrance of or from the parties of the first part, their successors or assigns, or any other person or persons whomsoever.

In testimony whereof the parties to these presents have caused their respective common seals to be hereunto affixed, and these presents to be attested by their respective presidents and secretaries on the day and year first above written.

Sealed and delivered in the presence of

JOHN COLT, (L. S.)

*President.*

*Exhibit R-15.*

Attest:

A. S. PENNINGTON, *Secy.*,
Pat. & H. R. R. R. Co.

Attest:

ROBERT BAYARD, *President,* (L. S.)
JOHN J. ZABRISKIE, *Secy.*,
Union R. R. Co.

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SCHEDULE "A."

AN AGREEMENT made and entered into this tenth day of October, in the year of our Lord one thousand eight hundred and thirty-four, between the New Jersey Railroad and Transportation Company of the one part, and the President and Directors of the Paterson and Hudson River Railroad Company of the other part.

I. It is mutually agreed by and between the said companies that the Paterson and Hudson River Railroad Company shall use the road of the New Jersey Railroad and Transportation Company from the junction of the two roads on the west side of Bergen Ridge to the Hudson River, during the continuance of the charter of the New Jersey Railroad and Transportation Company, for the transportation of passengers and merchandise upon the terms and under the rules and regulations hereinafter contained.

II. The New Jersey Railroad and Transportation Company hereby agrees to lay down two permanent tracks on their road from the said junction to Jersey City, at a grade not exceeding forty feet to the mile, as soon as the same can conveniently be done, and within five years from the date hereof, and when the two tracks shall be completed the two companies shall use the same in the following manner, viz:—The cars of each company, and all others travelling on the said road, shall, in approaching the Hudson River, travel on the south track, and in returning travel on the north track, except when some necessary repairs are

making upon one track, when both companies and all others shall temporarily use the other track.

III. The cars of the Paterson and Hudson River Railroad Company, and the cars of any other railroad company which may hereafter construct a road intersecting the Paterson Road, west of the junction, shall have equal privileges on the road from the said junction to the Hudson River with the cars of the New Jersey Railroad and Transportation Company; and the Paterson and Hudson River Railroad Company, and such other railroad company as may intersect the Paterson Road, as aforesaid, shall have the liberty of running their cars as often over the said road, east of the junction, as they may find necessary; reserving the same right to the New Jersey Railroad and Transportation Company, Provided such other company as shall hereafter intersect the Paterson Road, as aforesaid, shall, on using said road, pay to the New Jersey Railroad and Transportation Company as much per passenger and as much per ton for merchandise as the Paterson and Hudson River Railroad Company, has herein agreed to pay to the New Jersey Railroad and Transportation Company, unless the Paterson and Hudson River Railroad Company shall charge more to such other company, in proportion to the distance travelled on their road, than the Paterson and Hudson River Railroad Company have agreed to pay, in which case such other company shall pay to the New Jersey Railroad and Transportation Company the same rates they pay to the Paterson and Hudson River Railroad Company in proportion to the distance travelled.

IV. The passenger cars of each of said companies shall have a preference over the burthen cars of either company, on the road east of said point of junction.

V. The Paterson and Hudson River Railroad Company, and such other railroad company as shall intersect the Paterson road, as aforesaid, shall have

the privilege of traveling on the said road east of the junction, with as great velocity and to carry as heavy loads as are deemed safe and reasonable on the best regulated railroads, so that they do not in any case travel faster on the New Jersey Railroad, east of the junction, than they shall travel on the Paterson Railroad.

VI. The New Jersey Railroad and Transportation Company hereby agrees to lay down two sets of tracks on any branch which they may make from any point on their road to any landing or ferry on the Hudson River, and in approaching the Hudson River the cars of the several companies using the same shall take the right hand track, and in returning the other track; and all the agreements and regulations herein contained in relation to the use of the main line shall apply to the use of any branch of said road.

VII. In case the two Companies shall be desirous of starting the cars traveling the respective roads, either for the transportation of passengers or merchandise from the Hudson River or the junction at the same time or times, the car or cars of that Company which move with the greatest velocity on the road shall start first, but shall start precisely at the time appointed, and the others shall follow immediately. And in case the cars traveling on each road shall move with equal velocity, the cars traveling on one road shall start first for one week, and the cars traveling on the other road for the next week, and so on alternately afterwards week by week.

VIII. The merchandise cars traveling on either road shall not start from the Hudson River or the junction so as to retard the passenger cars traveling on either road in their regular trips on their intervening portion of the road; but shall start so long before the passenger cars set out on their regular trips, as to be out of their way, or else shall wait and start after them.

*Exhibit R-15.*

IX. In case it shall be found necessary for the accommodation of the cars transporting merchandise on the two roads, the New Jersey Railroad and Transportation Company agrees to construct, at some suitable place or places as near half-way from the Hudson River to the junction as is convenient, both on the main line of the road, and on any branch thereof proper turn-outs or passing places on the outside of each track.

X. The New Jersey Railroad and Transportation Company agrees to construct the junction of the two roads, and to continue the rails to the north line of their road, being thirty-three feet from the centre thereof, and to keep the same in good and sufficient repair. And it is mutually agreed between the two companies that the person attending the switches at the junction shall be the agent of the two companies, and shall be paid his salary equally by both companies.

XI. The New Jersey Railroad and Transportation Company agrees to keep the main line and any branch thereof between the junction and the Hudson River in good and sufficient repair, and that no track on said road east of the junction shall be narrower than the track now laid down on the Paterson road, nor more than one-eighth of an inch wider than the track on said Paterson road.

XII. And the Paterson and Hudson River Railroad Company does hereby agree with the New Jersey Railroad and Transportation Company to use that portion of the New Jersey Railroad east of the junction during the continuance of the charter of said Company, and to pay them for the use the following tolls, namely: For every passenger that shall enter upon the New Jersey Railroad six cents, and for every ton of merchandise twelve cents; but nothing is to be charged for the cars for transporting passengers or

merchandise over said road east of the junction, nor for the moving power. And the said Paterson and Hudson River Railroad Company further agrees to use the said road east of the junction in a careful and proper manner, and to observe such necessary rules and regulations as the New Jersey Railroad and Transportation Company shall from time to time adopt and enact for the government of the road.

XIII. In case any misunderstanding shall arise between the two Companies in relation to the use of the road under this agreement, it is hereby mutually agreed, that the matter in difference shall be made a rule of the Court of Chancery of New Jersey, and shall be referred to three such competent and disinterested persons as the Chancellor for the time being shall appoint, whose decision, when approved by the Chancellor, shall be final and conclude the parties.

XIV. And the New Jersey Railroad and Transportation Company hereby agrees with the Paterson and Hudson River Railroad Company that they will construct a branch of their road from some suitable point east of the junction to the Hoboken Ferry, as soon as it can legally and reasonably be done, and within five years from the date hereof.

IN WITNESS WHEREOF the New Jersey Railroad and Transportation Company have caused their common seal to be hereunto affixed, and the same to be signed by their president, John S. Darcy, and also in witness whereof the president and directors of the Paterson and Hudson River Railroad Company have caused their common seal to be affixed, and the same to be signed by their president, Elias B. D. Ogden.

JOHN S. DARCY, *Prest.* (L. S.)
ELIAS B. D. OGDEN, *Prest.* (L. S.)

Signed sealed and delivered
in the presence of
A. S. PENNINGTON.

*Exhibit R-15.*

## SCHEDULE "B."

AN AGREEMENT made and entered into this ninth day of September, in the year of our Lord one thousand eight hundred and fifty-two, between the New Jersey Railroad and Transportation Company, of the first part, and the President and Directors of the Paterson and Hudson River Railroad Company, of the second part.

Whereas, application has been made to the said party of the second part by the Union Railroad Company of the State of New York, to secure to them the right of running the engines and cars of the New York and Erie Railroad Company without hindrance or change over the road and lands of the said party of the first part, now belonging to them; from the junction of the roads of the parties hereto, near Bergen Hill, to the grounds of the party of the second part, at Jersey City, as now enjoyed by the said party of the second part under their contract with the said party of the first part by constructing tracks of sufficient width to accommodate the engines and trains of the New York and Erie Railroad Company as aforesaid, and with such distance between the two tracks that the cars at present used by the New York and Erie Railroad Company may pass each other with a clear space of at least eighteen inches between them; and the said party of the second part being satisfied that the same is practicable,

Now, therefore, it is hereby mutually agreed between the parties hereto as follows:

I. The party of the first part, for and in consideration of the sum of one dollar, and the covenants and agreements hereinafter mentioned, do hereby agree to permit the party of the second part, or the agents and workmen in their employ to enter upon, use and occupy their said road and grounds between the junction at Bergen Hill aforesaid and the grounds of the

party of the second part at Jersey City, for the purpose of laying down a rail on one side of each of the tracks now in use, so as to form in conjunction with the use of the inside rail of each track of the party of the first part for each widened track, two tracks each of six feet in width; and to have the power to remove the rails of the present tracks whenever it may be necessary, so that the distance between the two tracks may be sufficient for the cars of the New York and Erie Railroad Company to pass each other with the clear distance of eighteen inches above mentioned between them.

II. The party of the first part further agrees to and with the party of the second part, to allow them to contract with the said Union Railroad Company for the transportation of the passengers and freight coming over the said New York and Erie Railroad, over the said six feet tracks and grounds, upon the same terms and conditions as to price per passenger and per ton for freight, as are now stipulated in an agreement between the parties to these presents in relation to the passengers and freight carried by the parties of the second part for the said Union Railroad Company, over the said road and grounds of the parties of the first part, it being understood that the terms and conditions are as now appears by the quarterly settlements between the parties of these presents; the said party of the first part receiving the price per passenger and ton of freight as now fixed above and agreed to.

III. The party of the first part further agrees to and with the party of the second part, that if the said tracks hereinabove provided for the said Union Railroad Company should only prove to be for a temporary use of the last named company, and for the purposes above mentioned, the said party of the first part agree to permit the party of the second part to remove the two rails so laid down as aforesaid on the sides of the tracks now in use, together with the

chairs and spikes, not, however, removing the ties or disturbing the road bed, leaving the road and grounds in as good condition for railroad uses as when entered on, natural wear and tear excepted. It being further understood and agreed, that if the said Union Railroad Company, or their assigns, should voluntarily cease to use the said widened tracks, and not remove the rails above mentioned for the space of ninety days, then the party of the first part shall be allowed to remove said rails, and not be required to allow anything for widening the cut and the tracks as aforesaid.

IV. Should the said Union Railroad Company or their assigns decide to conclude an agreement for the permanent use of the aforesaid tracks for the transportation of the passenger and freight of the said New York and Erie Railroad Company, with the party of the second part, during the charter of the latter company, said agreement being guaranteed by the New York and Erie Railroad Company, and the party of the first part have the permanent agreement above alluded to so guaranteed for the purposes aforesaid, secured to them by the party of the second part, then it is understood and agreed by the party of the first part that they will reimburse all costs and expenses incurred by the party of the second part in laying down the said rails and preparing the said tracks for the transportation of the passengers and freight of the said New York and Erie Railroad Company, and the use of the same, together with interest on the cost, from the time of their completion of the work. A statement of such cost and charges shall, on said completion, be furnished the party of the first part, and the said party of the first part will permit, if desired, the passengers and freight coming from or going to the New York and Erie Railroad to be passed over the said tracks and grounds upon the same terms and conditions as the parties of the second part are now

allowed to carry them, as appears by the quarterly settlements now made by the parties to these presents, it being further understood that the use of the aforesaid tracks between the said junction and the grounds of the party of the second part in Jersey City is to be subject to any existing regulation in virtue of the permanent agreement between the parties to these presents, and any others that may be adopted in pursuance thereof.

V. It is agreed by the party of the second part, that in entering upon and preparing the grounds for the laying down of the rails hereinbefore above provided for, they will not themselves, nor allow their agents or workmen to obstruct or interfere with the running of the regular trains of the parties of the first part, and will prosecute the work to completion at the earliest possible day. And it is understood and agreed that the work be constructed under the joint supervision and counsel of the parties to these presents or such officers or agents as may be designated by them with the view of performing the same in the most expeditious and practical manner, and to cause as little obstruction or interference with the present uses of the railroad as possible; and that all damages sustained by the party of the first part shall be restored or paid for by the party of the second part to the party of the first part, the amount of which damages so paid shall be considered and allowed by the party of the first part as a part of the whole costs of the work, if the agreement becomes permanent as aforesaid. And in case of any disagreement by the parties hereto as to the amount of damages sustained, or of any other difference under this agreement, the same shall be referred to the decision of George H. Schuyler of the city of New York; and in case of his inability to act, then the same shall be referred to the final decision of the engineer of the Morris and Essex Railroad Company for the time being.

*Exhibit R-15.*

VI. And it is further agreed, that after the work under the foregoing agreement is completed, and the engines and cars of the said Union Railroad Company, or of the New York and Erie Railroad Company enter upon the use of the same, as heretofore provided, that then the party of the first part are to repair and maintain the said widened tracks used by either of the above named companies in the same manner as is now performed under the present agreement between the parties to the presents.

In witness whereof the said parties hereto have interchangeably set their corporate seals, and caused the same to be attested by their presidents and secretaries.

J. PHILLIPS PHOENIX, *Prest.*
N. J. R. R. and Transportation Co'y.
JOHN COLE, *Prest.*

Sealed and delivered in the presence of

Attest:

W. A. WHITEHEAD, *Secy.*
N. J. R. R. & T. Co'y.

Attest:

A. S. PENNINGTON, *Secy.*
Pat. & H. R. R. R. Co'y.

SCHEDULE "C."

Referred to in Foregoing Lease.

| | | | | | |
|---|---|---|---|---|---|
| 2 | 8-Wheeled | P. cars 60 seats | $800 | $1,600.00 |
| 3 | 8 | " | " " 56 " | 500 | 1,500.00 |
| 2 | 8 | " | old cars | 300 | 600.00 |
| 2 | 4 | " | short | 200 | 400.00 |
| 3 | 8 | " | baggage cars (good) | 525 | 1,575.00 |
| 4 | 8 | " | platform | 275 | 1,100.00 |
| 27 | 4 | " | box cars (short) | 85 | 2,395.00 |
| 21 | 4 | " | open | 70 | 1,470.00 |
| 2 | 4 | " | short gravel cars 200 & 170 | | 370.00 |

*Exhibit R-15.*

| | |
|---|---|
| Paterson engine | $3,000.00 |
| Passaic | 3,500.00 |
| Whistler | 1,200.00 |
| McNeal | 900.00 |
| | $19,510.00 |

The New York and Erie Railroad Company, in consideration of the within lease having been assigned to them by the Union Railroad Company, and of one dollar to them in hand, paid by the Paterson and Hudson River Railroad Company, do hereby covenant and agree with said the Paterson and Hudson River Railroad Company, that the covenants in said lease contained, made by the party of the second part thereto, shall be well and truly kept and performed.

IN WITNESS WHEREOF, the said New York and Erie Railroad Company have caused their common seal to be set, and the names of their president and secretary to be affixed this tenth day of September, eighteen hundred and fifty-two.

Sealed and delivered in the presence of

BENJ. LODER, *Prest.*

NATHANIEL MARSH, *Secretary.*

## AN ACT

to incorporate

## THE PATERSON AND RAMAPO RAILROAD COMPANY.

Passed March 10, 1841.

AN ACT to incorporate the Paterson and Ramapo Railroad Company.

SEC. I. BE IT ENACTED by the Council and General Assembly of this State, and it is hereby enacted by the authority of the same THAT Elisha B. Clark, Cornelius G. Garrison, Abraham Godwin, David Roe, Jacob M. Ryerson, Cornelius S. Van Wagoner, John

*Exhibit R-15.*

S. Van Winkle, John G. Ackerson, Charles Kinsey, Henry B. Hagerman, Francis Salmon, Jacob H. Hopper, Lauriston Hall, William G. Hopper, John Ward, Christian A. Wanamaker, and such other persons as may hereafter be associated with them, shall be, and they are hereby ordained, constituted and declared to be a body corporate and politic, in fact and in name, by the name of "The Paterson and Ramapo Railroad Company"; and by that name they and their successors and assigns shall and may have continued succession, and shall be persons in law capable of suing and being sued, pleading and being impleaded, answering and being answered unto, defending and being defended, in all courts and places whatsoever; and shall have power to make and use a common seal, and the same at pleasure to alter; and they and their successors, by the same name and style, shall be capable of purchasing, holding and conveying any lands, tenements, goods and chattels necessary or expedient to the objects of this corporation, and shall be clothed with all the rights, powers and privileges pertaining to corporate bodies and requisite for the purposes aforesaid.

II. And be it enacted, That the capital stock of said company shall be four hundred thousand dollars, and shall be divided into shares of fifty dollars, each, which shall be deemed personal property, and transferable in such manner as the said corporation shall by their by-laws direct.

III. And be it enacted, That the above-named persons, or a majority of them, shall open books to receive subscriptions to the capital stock of the said corporation at such time or times and place or places, in this State, as they, or a majority of them, may think proper, giving notice thereof at least twenty days prior to the opening of said books, by publishing the same in the newspapers printed in Paterson and in a newspaper printed in the city of New York; and

that the said books shall be kept open for three days at least, from ten o'clock in the forenoon until three o'clock in the afternoon, and as much longer as the said commissioners, or a majority of them, shall think proper; and if more subscriptions be taken than the amount of the capital stock hereby authorized, it shall be the duty of the said commissioners, or a majority of them, to apportion the stock among the subscribers, in proportion to their subscriptions; but no apportionment shall be made of any subscription for five shares or less.

IV. And be it enacted, That at the time of subscribing for said stock, five dollars shall be paid to the above named persons, or some one of them, upon each share subscribed for, which money shall be paid over to the treasurer of the company, as soon as one shall be appointed; and when the said capital stock shall be subscribed for, and the books closed, and the apportionment made (if the same become necessary), it shall be the duty of the persons named in the first section of this Act, or a majority of them, to call a meeting of the stockholders, upon like notice as above, to choose seven directors, a majority of whom shall be residents in this State; and such election shall be made by ballot, by such of the stockholders as shall attend for that purpose, either in person or by lawful proxy, each share of the capital stock entitling the holder thereof to one vote; and the said named persons, or a majority of them, shall be inspectors of the first election of directors of the said corporation, and shall certify, under their hands, the names of those persons duly elected, and deliver over the subscription books to the said directors, and that annually thereafter, upon like notice being given by the directors for the time being, the stockholders shall in the same manner elect the same number of directors, a majority of whom shall be residents in this State; and the time and place of holding the first

meeting of directors shall be fixed by the said persons named in the first section of this Act, or a majority of them; and the directors chosen at any of the elections of said corporation shall, as soon as may be after every election, choose out of their own number a president; and in case of the death, resignation, or removal of the president or any director, such vacancy or vacancies may be filled for the remainder of the year wherein they may happen by the said board of directors, or a majority of them; and in case of the absence of the president, the said board of directors, or a majority of them, may appoint a president pro tempore, who shall have such power and functions as the by-laws of the said corporation shall provide.

V. And be it enacted, That in case an election of directors should not be made during the day when by this Act it ought to have been made, the said corporation shall not be deemed to be dissolved, but such election may be afterwards held according to law, on notice as aforesaid; and the directors for the time being shall continue in office until an election shall take place.

VI. And be it enacted, That five directors of said corporation shall be a quorum to transact business; and they shall have power to call in the remainder of the capital stock by such instalments, not exceeding five dollars on each share at one time, and at such times as they may direct, and in case of the non-payment of any such instalment, to forfeit the share or shares upon which such default shall arise; and shall have power to appoint a secretary, treasurer, engineers, agents, and such workmen as may be required to transact the business of the company, with such compensation to them and the president as the board shall deem proper, and to take from the treasurer sufficient security for the due performance of his

trust; and further, to make and prescribe such by-laws, rules, and regulations, as to them shall appear needful and proper; provided the same be not repugnant to the laws or constitution of this State or of the United States.

VII. And be it enacted, That the said company be, and they are hereby authorized and invested with all the rights and powers necessary and expedient to convey, lay out, and construct a railroad from a suitable place in or near the town of Paterson, through the Counties of Passaic and Bergen, to some suitable point or points in or near the division line between the township of Franklin, in the county of Bergen, and the State of New York, and to locate and form said railroad, not exceeding sixty-six feet in width, with as many sets of tracks and rails as they may deem necessary; and it shall be lawful for the said president and directors, their agents, engineers, and others in their employ, to enter upon all lands and waters, for the purpose of exploring, surveying, levelling, and laying out the route of such railroad, and of locating the same; and when the route and the location of said road shall have been determined upon, and a survey thereof deposited in the office of the Secretary of State, it shall then be lawful for said company, by its officers, engineers, agents, contractors and workmen, to enter upon, take possession of, hold, use, occupy and excavate any such lands, and to erect embankments, bridges, and all other necessary works thereon, and to lay rails and do all other things which may be suitable and necessary for the completion and repairs of the said railroad, and to carry into full effect the object of this Act; and may also take and use any stone, gravel, sand, clay, or other materials, wood and timber excepted, on or near the said route, which may be required for the construction of, repairing, or altering the said road, or any of the works or appendages, subject to such

compensation to be made therefor as is hereinafter provided; provided always, that the payment of all damages for the occupancy of lands through which the said railroad may be laid out and located be made by the company, either to the owner or into court, as hereinafter provided for, before they or any person under their direction or in their employ shall enter upon or break ground upon the premises, excepting for the purpose of surveying and laying out said railroad, unless the consent of the owner or owners of such lands shall be first had in writing.

VIII. And be it enacted, That when the said company or its agents cannot agree with the owner or owners of such required lands or materials, for the use or purchase thereof, or when, by reason of the legal incapacity or absence of such owner or owners, no such agreement can be made, a particular description of the land or materials so required for the use of the said company in the construction of said road shall be given in writing, under the oath or affirmation of some engineer or proper agent of the company, and also the name or names or the occupant or occupants, if any there be, and of the owner or owners if known, and their residence, if the same can be ascertained, to one of the justices of the supreme court of this state, who shall cause the said company to give notice thereof to the persons interested, if known and in this State, or, if unknown or out of this State, to make publication thereof, as he shall direct, for any term not less than twenty days, and to assign a particular time and place for the appointment of the commissioners hereinafter named; at which time, upon satisfactory evidence to him of the service or publication of such notice aforesaid, he shall appoint, under his hand and seal, three disinterested, impartial, and judicious freeholders, commissioners to examine and appraise the said land or materials and to assess the damages, upon such notice to be given to

the persons interested as shall be directed by the justice making such appointment, to be expressed therein, not less than twenty days; and it shall be the duty of the said commissioners, having first taken and subscribed an oath or affirmation before some person duly authorized to administer an oath, faithfully and impartially to examine the matter in question, and make a true report according to the best of their skill and understanding, to meet at the time and place appointed, and proceed to view and examine the said lands or materials and make a just and equitable estimate or appraisement of the value of the same, and assessment of damages, to be paid by the company for such land or materials and damages aforesaid, and to make a report thereof under the hands and seals of the said commissioners, or any two of them, and file the same within ten days thereafter, together with the aforesaid description of the land or materials and the appointment and oaths or affirmations aforesaid, in the clerk's office of the county wherein said lands or materials may be, to remain of record therein, and shall be recorded by the said clerk; which report, or a copy thereof, certified by the clerk of said county, shall at all times be considered as plenary evidence of the right of the said company to have, hold, use, occupy, possess, and enjoy the said land or materials, after payment of the value and damages so assessed, and of the right of the said owner or owners to recover the amount of said valuation with interest and costs, in an action in any court of competent jurisdiction, in a suit to be instituted against the company, if they shall neglect or refuse to pay the same for twenty days after demand made of their treasurer, and shall constitute a lien upon the property of the company in the nature of a mortgage; and the said justice shall tax and allow such costs, fees, and expenses to the justice, commissioners, clerks, and other persons performing

any of the duties prescribed in this section, as he shall think equitable and right, which shall in all cases be paid by the company; provided always, that should the said company, or the owner or owners of any land or materials, feel himself, herself, or themselves aggrieved by the decision of the commissioners aforesaid, he, she, or they may appeal to the next circuit court in the county wherein said lands or materials shall be.

IX. And be it enacted, That every appeal from the decision of commissioners appointed under the preceding section shall be made in writing, and filed with the clerk of the circuit court of the county wherein the lands or materials appraised by the said commissioners shall be; and notice in writing of such appeal shall be given to the opposite party within ten days after the filing thereof; and thereupon, without any further proceedings, the parties shall be considered as at issue, and the like proceedings shall be had, and the like process awarded, for the trial thereof by a jury, and for compelling the attendance of witnesses, as may be had or awarded for the trial of any other issue before the said court, and the like judgment shall be rendered on the verdict of the jury, with costs, if costs ought to be awarded; and such judgment shall be recorded in the same manner, and have the like force and effect as in any action of trespass or on the case prosecuted in the said court, and execution may be thereupon issued, as in other cases; and if the verdict of the jury shall be for a greater amount than was reported by the commissioners, or, upon an appeal made by the company, shall be for the same amount which was reported by the commissioners, costs shall be awarded against the said company; and if the verdict of the jury shall be for a less amount than was reported by the commissioners, or, upon an appeal made by the owner of the land or materials, shall be for the same amount which was reported by the commissioners, then each party shall

pay his, her, or their own costs, and such appeal shall be brought on and disposed of at the first term of the court after the filing thereof, unless good and sufficient cause be shown to the court for a postponement; and the judgment of the circuit court rendered in such appeal shall be sufficient to authorize the company to take possession of and use the said land or materials; provided the amount of the said judgment shall first be paid to the party or parties recovering the same, or upon his, her, or their refusal to receive it, on tender thereof, it first be paid into the said court, to the clerk thereof.

X. And be it enacted, That in case any owner or owners of any such required lands or materials so appraised, or in favor of whom damages may have been so assessed, shall be feme covert, under age, non compos mentis, or resident out of this State, or shall refuse to receive the amount so awarded or assessed, then and in any such case the said company shall pay the amount or amounts so awarded to the last mentioned owner or owners respectively, or the damages so assessed into the Court of Chancery, to the clerk thereof, subject to the order of the said court, for the use of the owner or owners, or of the said person or persons so damnified; which payment shall have the same force and effect, and vest in the company the same rights and privileges as if paid to the owner or person damnified, or paid into the circuit court under the provisions of the next proceeding section, subject, however, to the right of appeal in the manner hereinbefore provided.

XI. And be it enacted, That it shall be the duty of the said Company to construct and keep in repair, good and sufficient bridges or passages over or under the said railroad, where any public or other road shall cross the same, so that the passage of carriages, horses and cattle on the said road shall not be pre-

vented thereby, and where the railroad shall intersect any farm or lands, they shall provide and keep in repair suitable wagon ways over or under the said railroad, so that persons may conveniently pass the same.

XII. And be it enacted, That the President and Directors of the said company shall have power to have constructed, or to purchase with the funds of the company, and to place on their railroad, all machines, engines, wagons, carriages and vehicles for the transportation of persons or any species of property thereon that they may think reasonable, expedient and right.

XIII. And be it enacted, That the President and Directors of the said company shall declare and make such dividends as they may deem prudent and proper, from time to time, of the net profits of the said railroad.

XIV. And be it enacted, That if any person shall wilfully impair, injure, destroy or obstruct the use of the railroad constructed under the provisions of this Act or any of their necessary works, bridges, carriages or machines, such person or persons so offending shall forfeit and pay to the said company any sum not exceeding two hundred dollars, at the discretion of the court or jury, to be by them recovered in an action of debt, with costs of suit, in any court having competent jurisdiction, and also shall be liable to pay to said company the amount of damages sustained thereby, with costs of suit, to be sued for in an action of trespass.

XV. And be it enacted, That the said company may have and hold real estate at the commencement and termination of said road not exceeding four acres at each place, and may erect and build thereon houses, warehouses, stables, machine shops, and such other buildings and improvements as they may deem

expedient for the safety of property, and construction of carriages and other necessary uses, and take and receive the rents, profits and emoluments thereof; and shall have the privilege and authority to erect, build and maintain on the river Passaic, and such other streams as the road may cross, such piers, bridges and other facilities as they may think expedient and necessary for the full enjoyment of all the benefits conferred by this Act, subject to the aforesaid restrictions.

XVI. And be it enacted, That the road authorized by this Act, be, and the same is hereby declared free for the passage of any railroad carriage thereon, with passengers or property, upon payment of the tolls prescribed by this Act: Provided always, that the said carriages so used thereon shall be so constructed and so regulated as to the time of starting, speed of traveling and amount of tonnage, as not to interfere with the carriages of the company, nor injure the said road.

XVII. And be it enacted, That if the said railroad shall not be commenced in two years from the fourth day of July next, and completed at the expiration of six years from the same time, that then, and in that case this Act shall be void.

XVIII. And be it enacted, That no part of the capital stock or moneys of the Company incorporated by this Act shall be used or employed by said company for banking purposes, under the penalty of forfeiting this charter.

XIX. And be it enacted, That at any time after the expiration of fifty years from the completion of the said road the Legislature of this State may cause an appraisement of said road and the appendages thereof to be made by six persons, three of whom shall be appointed by the chief justice of this State for the time being, the remaining three by the com-

pany, who, or a majority of them, shall report the value thereof to the Legislature within one year from the time of their appointment; or, if they cannot agree, they shall choose a seventh, who, with the aforesaid six, shall report as aforesaid, or in case the said company shall neglect or refuse to appoint the said three persons on their part for two months after the said appointment by the said chief justice, then the three persons so appointed by him shall proceed to make such appraisement, which shall be binding on the said company; or in case the said six commissioners shall be appointed as aforesaid, and they cannot agree upon the seventh man, then, upon two weeks' notice to the said company, the said chief justice shall appoint such seventh man as aforesaid, to make such appraisement as aforesaid, and thereupon the State shall have the privilege for three years of taking the said road, upon the payment to the company of the amount of the said report within one year after electing to take said road, which report shall be filed in the office of the secretary of this State, and the whole property and interest of said road, and the appendages thereof, shall be vested in the State of New Jersey upon the payment of the amount so reported to the said company; and that it shall be the duty of the president of the company to lay before the Legislature, under oath or affirmation, when they shall so request, a full and fair statement of the costs of the said road, and the appendages thereof; provided always, that the aforesaid valuation shall be made without reference to the receipts or disbursements of the company, or advance of the stock; and the said valuation shall in no case exceed the first cost of the said railroad, with the lands and appendages thereof.

XX. And be it enacted, That it shall be lawful for the said company, at any time during the continuance of its charter, to make contracts and engage-

ments with any other corporation, or with individuals for transporting or conveying any kind of goods, produce, merchandise, freight, or passengers between the northern termination of this road and the Hudson river, opposite to the city of New York, or between any intermediate point or points on the line thereof, and to enforce the fulfilment of such contracts; provided that every such contract and engagement for transporting or conveying any goods, merchandise, freight, or passengers, upon the Paterson and Hudson River Railroad, or by virtue or in pursuance of which any such goods, produce, merchandise, freight, or passengers shall be conveyed or transported on the said Paterson and Hudson River Railroad, shall be so made as to secure to this State the payment of five cents for each and every such passenger, and eight cents for each and every ton of such goods, produce, merchandise, and freight; and that before any such contract or engagement shall take effect, a copy thereof, certified by the president, secretary, or treasurer of the company hereby created, shall be filed with the treasurer of this State.

XXI. And be it enacted, That it shall be lawful for the said company to demand and receive, for carrying each passenger over said railroad, at the rate of six cents per mile, and for the transportation thereof of every species of property and freight, the loading and unloading thereof upon and from the cars of said company inclusive, at the rate of ten cents per mile for each ton weight; and when such passengers or property are carried over and upon said road in vehicles and by means not belonging to said company, but owned by others, the said company shall be empowered to demand and collect, as tolls therefor, at the rate of three cents per mile for each and every passenger, and at the rate of five cents per mile for each and every ton weight; and that the said company shall provide and maintain, at each

end of the said road, suitable and sufficient warehouses for the reception and protection of all such goods, produce, merchandise, and freight as shall be brought to the same, to be transported on the said road in the carriages of the said company.

XXII. And be it enacted, That from and after the completion of the said road, or its use by the company for public travel, it shall be the duty of the treasurer of the company, under oath or affirmation, to make annual returns to the treasurer of this State for the time being, of the number of passengers and of the number of tons of goods, produce, merchandise and freight transported over said road, and thereupon to pay to the said treasurer of the State the sum of five cents for each and every passenger, and the sum of eight cents for each and every ton of freight so transported thereon; and that no other State tax shall be levied or assessed on the said company; and that the said annual returns of the treasurer shall also contain statements of the number of passengers and the number of tons of goods, produce, merchandise and freight transported by the company hereby created on the Paterson and Hudson River Railroad, and the number of each delivered by this company to any other company, person or persons, to be transported on said Paterson and Hudson River Railroad.

XIII. And be it enacted, That it shall be lawful for the Legislature, at any time hereafter to alter, amend, or modify this Act, whenever in their opinion the public good may require it.

Passed March 10, 1841.

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AN ACT respecting the Paterson and Ramapo Railroad Company.

Whereas the Paterson and Ramapo Railroad Company was chartered in March, eighteen hundred and

forty-one, and on account of the depressed state of the money market, the commissioners have not deemed it expedient to open the subscription books for the stock thereof; and whereas it is proper that the said charter should be continued in existence—therefore,

SEC. I. Be it enacted by the Council and General Assembly of this State, and it is hereby enacted by the authority of the same, That the act entitled, "An Act to incorporate the Paterson and Ramapo Railroad Company," passed the tenth day of March, in the year of our Lord, one thousand eight hundred and forty-one, shall not become void if the said railroad shall not be commenced by the fourth day of July next, anything in the seventeenth section of the said act to the contrary, notwithstanding.

Passed Feb. 21, 1843.

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AN ACT, respecting "The Paterson and Ramapo Railroad Company," incorporated by an Act passed March 10th, 1841."

Whereas, the subscribers to a majority of the stock of "The Paterson and Ramapo Railroad Company," have represented by their petition, that it is necessary for effecting the objects of the incorporation, that the company should be organized, although the whole capital is not yet subscribed for, and have asked that a law may be passed, authorizing the same—therefore,

SEC. I. Be it enacted by the Council and General Assembly of this State, and it is hereby enacted by the authority of the same, That the commissioners named in the act incorporating the Paterson and Ramapo Railroad Company," or a majority of them, may call a meeting of the present subscribers for the capital stock of the said company, to choose seven directors, in the same manner that they might do, if all the shares were subscribed for; and that such

election shall be conducted in all respects as is provided in the charter of the said company.

II. And be it enacted, That this Act shall go into effect immediately after the passage thereof.

Passed February 15, 1844.

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A SUPPLEMENT to the Act entitled "An Act to Incorporate the Paterson and Ramapo Railroad Company."

SEC I. Be it enacted by the Council and General Assembly of this State, and it is hereby enacted by the authority of the same. That the twentieth and twenty-second sections of the act to which this is a supplement, shall be so construed as to secure to the State the payment of five cents only for each and every passenger, and of eight cents only for each and every ton of goods, produce, merchandise and freight, carried and transported over said railroad, and that the exemption from taxation contained in the said twenty-second section, shall be construed to extend only to taxes, for the use of the State, anything in the said act to the contrary notwithstanding.

II. And be it enacted, That this Act shall go into effect immediately after the passage thereof.

Passed February 28, 1844.

AN ACT modifying the Charter of the Paterson and Ramapo Railroad Company.

Be it enacted by the Senate and General Assembly of the State of New Jersey, as follows:

SEC. I. It shall be the duty of the Treasurer of the Paterson and Ramapo Railroad Company to pay to the treasurer of this State, annually a tax of one half of one per centum upon their capital stock expended, until the net earnings of the railroad shall amount annually to six per centum upon the cost thereof, and from and after that time a tax of one

per centum; and that such payments shall be received and taken in full discharge and satisfaction of the transit duties of five cents a passenger, and eight cents a ton, provided for in the twenty-second section of their Act of Incorporation.

II. As soon as the road shall be completed it shall be the duty of the said company to make out a statement, to be verified by the oath or affirmation of the president and treasurer, showing the actual amount of the capital stock expended in the construction thereof, and file the same in the office of the Secretary of State; and it shall be the duty of the treasurer of said company to make to the treasurer of this State an annual statement, under oath or affirmation, at the end of each and every year from the completion of said road, and during the continuance of the charter of the said company, of the amount of the net earnings of the railroad for the next preceding year.

III. The Legislature at any time hereafter, may modify or repeal this act.

Approved, April 1, 1845.

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AN ACT to extend the time limited for completing the Paterson and Ramapo Railroad.

Be it enacted by the Senate and General Assembly of the State of New Jersey, That the time of completing the railroad, limited in the seventeenth section of the act entitled, "An Act to Incorporate the Paterson and Ramapo Railroad Company," passed the tenth day of March, eighteen hundred and forty-one, be extended to the period of five years from the fourth day of July next.

Approved, February 5, 1847.

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## CHAPTER CXCVIII.

AN ACT to enable parties having claims against the New York and Erie Railroad Company, and others, using the Paterson and Hudson River Railroad, and

the Paterson and Ramapo Railroad, to prosecute for such claims or damages, in the courts of this state, and to legalize the leases or contracts made by the Paterson and Ramapo Railroad Company and the Paterson and Hudson River Railroad Company to the Union Railroad Company.

WHEREAS, the New York and Erie Railroad Company are now in possession of the Paterson and Hudson River Railroad and the Paterson and Ramapo Railroad under certain leases and contracts made by said companies, and are now carrying on the business of said roads under said leases and contracts; and whereas, the New York and Erie Railroad Company being a foreign corporation, and any other corporation or individuals using said roads or either of them, and transacting the business of the same, ought to be liable to actions for damages done in operating said roads as fully as the said companies are by their charters now liable, and to effect that purpose, all doubts as to the authority of said companies to make such leases and contracts ought to be removed; and whereas, all persons having claims for debt or damages of any and every kind ought to be enabled to prosecute said foreign corporation in the courts of this state; therefore,

1. BE IT ENACTED by the Senate and General Assembly of the State of New Jersey, That the New York and Erie Railroad Company, and any other corporation or individuals using the aforesaid roads, or either of them, shall be and they are hereby declared liable for all claims for debts, damages, omissions and delinquencies arising from the running or operating said railroads, and carrying freight and passengers on the same, as fully as the said the Paterson and Hudson River Railroad Company and the Paterson and Ramapo Railroad Company, are now liable by the laws of this state.

2. And be it enacted, That whenever any action shall be commenced against the said the New York and Erie Railroad Company or any other foreign corporation using said roads, in any of the courts of this state, the first process to be made use of may be a summons or subpoena, a copy whereof shall be served on the president or one or more of the directors, or the superintendent, or on any station agent of said corporation six entire days before its return.

3. And be it enacted, That when the sheriff or other officer shall return such summons or subpoena "served" or "summoned," the defendants shall be considered as appearing in court, and may be proceeded against accordingly.

4. And be it enacted, That the power and authority of the said Paterson and Hudson River Railroad Company, and the Paterson and Ramapo Railroad Company, to make such leases and contracts, is hereby declared and affirmed, and said leases and contracts are hereby declared legal and valid; provided, that said leases and contracts shall not be held to grant any power, privilege or right, not granted to said companies, respectively by their charters, and the supplements thereto.

5. And be it enacted, That the Legislature may at any time alter, amend or repeal this act.

Approved March 14, 1853.

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## CHAPTER XXI.

AN ACT to authorize the Paterson and Ramapo Railroad Company to issue new bonds.

WHEREAS, the Paterson and Ramapo Railroad Company have heretofore issued their bonds, amounting in the aggregate to one hundred thousand dollars, payable on the first day of November, eighteen hundred and fifty-eight, with coupons attached for half-yearly interest at seven per centum per annum; and

as security for the payment thereof, the said company executed a mortgage upon their road, property, and franchises, to John I. Palmer, William Samuel Johnson, and Edward Bement, as trustees for the holders of said bonds; which mortgage bears date the sixteenth day of October, eighteen hundred and forty-eight, and is recorded in the clerk's office of the County of Passaic, in Book D of mortgages, pages two hundred and forty-four, &c., and the said company propose to issue new bonds, with like coupons, to the same amount, and to negotiate the same in continuation of the original loan, and in lieu of the said first mentioned bonds, the said mortgage to remain as security for the payment of the said new bonds which may be issued for the purpose aforesaid, therefore,

1. Be It Enacted by the Senate and General Assembly of the State of New Jersey, That it shall and may be lawful for "The Paterson and Ramapo Railroad Company" to issue bonds of the said company, to the amount of one hundred thousand dollars, of no less denomination than five hundred dollars, with coupons for the payment of interest half-yearly, for the purposes mentioned in the preamble to this act, payable to the owners or *bona fide* holders thereof, at such times as to them shall appear expedient, and can be agreed upon, not exceeding twenty years from November first, eighteen hundred and fifty-eight, with interest payable half-yearly, not exceeding seven per centum per annum; provided, that the said bonds, or the proceeds thereof, shall be applied only in lieu or redemption of the said bonds heretofore issued by said company.

2. And be it enacted, That the mortgage mentioned in the said preamble shall be and remain a valid and subsisting lien and security upon the road, property, and franchises of the said company, as described in the said mortgage, for the due payment

of all such bonds as shall be issued by said company by virtue of this act, as fully and completely as if said bonds were recited and referred to therein.

3. And be it enacted, That the bonds so to be issued by the said company may be made convertible into stock at par, by the respective holders thereof, within such time from their date as the company shall designate therein.

Approved February 9, 1858.

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## LEASE OF ROAD.

## THE PATERSON & RAMAPO RAILROAD COMPANY TO THE UNION RAILROAD COMPANY.

THIS INDENTURE, made this ninth day of September, in the year one thousand eight hundred and fifty-two, between the Paterson and Ramapo Railroad Company, of the State of New Jersey, parties of the first part, and the Union Railroad Company, parties of the second part:—

WITNESSETH, that the parties of the first part, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained, on the part and behalf of the said parties of the second part, their successors and assigns, to be paid, kept and performed, have granted, bargained and sold, demised and farm letten, and by these presents do grant, bargain and sell, demise and to farm let, unto the parties of the second part, their successors and assigns, all and singular the railroad of the parties of the first part, as it is now constructed and exists, and all the land and real property, forming or connected with, or appurtenant thereto, and all the rails, tracks, bridges, culverts, viaducts, turnouts, switches, fixtures and superstructures of every kind connected therewith, and also all their buildings erec-

tions, depots, stations, station-houses, offices, factories, shops and edifices on, or adjacent to, or connected with, or appurtenant to the said road, as above described; and all the estate, right, title, interest, possession and demand of the parties of the first part, of, in and to the premises and every and any of them, and every part and parcel thereof; and also, all the rights, privileges, franchises, titles, powers, property, claims and pretensions of the parties of the first part to transport persons, mails and property of every description on said railroad, and to charge, demand, collect, sue for and receive (in the name of the parties of the first part, or otherwise, but for the exclusive benefit of the parties of the second part) money for tolls and for the transportation of persons, mails and merchandise, in as full and ample a manner as the parties of the first part were authorized to do by the laws of the State of New Jersey.

To have and to hold the said above-mentioned and described premises with the appurtenances, unto the parties of the second part, their successors and assigns, from the and including the fifteenth day of September one thousand eight hundred and fifty-two, for and during the existence and continuance of the charter of the parties of the first part, and the legal existence of the said The Paterson and Ramapo Railroad Company, by virtue and in pursuance of the Act of Incorporation of said company: they, the said parties of the second part, their successors and assigns, yielding and paying therefore unto the parties of the first part, and their assigns, yearly and every year during the said term hereby granted, the yearly rent or sum of twenty-six thousand five hundred dollars, in equal semi-annual payments, on the first days of January and July in each and every year.

It is however understood and agreed by and between the parties to these presents, that if the parties of the first part shall desire to alter the above-mentioned

mode of payment of the said yearly rent of twenty-six thousand five hundred dollars, and shall furnish to the parties of the second part a list of their stockholders and the number of shares belonging to each stockholder respectively, that then the parties of the second part shall pay at a convenient office to be designated, the said rent to the stockholders, dividing the same pro rata, and according to the quantity of stock or number of shares held by each stockholder.

It is further understood and agreed by and between the parties to these presents, that the parties of the first part shall bear and discharge all the taxes that may be imposed on them the parties of the first part, or on their property and estate, by the Legislature of New Jersey, during the continuance of the demise or demises in this instrument made or agreed to be made.

And these presents further witness, that for the considerations above expressed, the parties of the first part further covenant and agree to and with the parties of the second part, their successors and assigns, that in case of a renewal or extension of the charter of the parties of the first part by an Act of the Legislature of New Jersey, or in pursuance of the laws of said State, they the parties of the first part will make and execute to the parties of the second part a new lease and demise of all the property and premises hereinbefore mentioned and referred to, for a term co-extensive in duration with the renewal or extended charter of the parties of the first part, at the same rents and under the same covenants (including a covenant for further renewal) as are contained in these presents: it being however understood and agreed that the parties of the second part are to pay and shall pay to the State of New Jersey all legislative charges for the renewals of such charter; and at the final termination of the demise of the premises to the parties of the second part, either at the close

of this lease, or of any future renewal lease or leases that may be given, any erections or improvements on the said above-mentioned and demised property, that may be or may have been made by the parties of the second part at their own expense, shall be paid for by the parties of the first part to the parties of the second part, or their assigns, at their appraised and just value.

These presents further witness, that the parties of the second part, for and in consideration of the grants, covenants and agreements herein contained, do covenant and agree to and with the parties of the first part, that they the parties of the second part, will well and truly pay, or cause to be paid, the said yearly rent above reserved, at the times and in the manner above provided; and they further covenant and agree that, during the continuance of the term or terms above granted, or to be granted, they will maintain and keep said railroad in as good repair and condition as it is at the day of the date of these presents; and that they will, at the termination of this demise, or of any future demise, and when their interest in the demised premises shall cease, they will peaceably surrender and yield up said demised premises to the said parties of the first part, their successors and assigns, with said railroad, with its tracks, culverts, bridges, viaducts, ways, turnouts and switches, in as good condition as the same are at the date of these presents, and with the buildings, houses, depots, offices, shops and edifices, in as good a condition, reasonable wear and tear and ordinary decay only excepted, as the same are at the day of the date hereof.

It is further agreed, by and between the parties hereto, that if, at the said termination of this or any future demise, and on the cessation of the interest of the parties of the second part, of, in and to the demised premises, it shall appear that there is any de-

preciation of the demised premises, by the use or neglect thereof, contrary to the agreement last hereinbefore contained, that the same shall be appraised by three arbitrators, whereof one shall be named by the parties of the first part, and one shall be named by the parties of the second part, and a third shall be selected by the said two arbitrators thus named; and the award of a majority of said three arbitrators of the value or amount of such depreciation, shall be conclusive on the parties to these presents, and shall be paid and discharged by the said parties of the second part; and it is in like manner further agreed by and between the parties to these presents, that if any erections or improvements shall, during the said term hereby demised, or any future term or terms hereafter demised, be made on said demised premises, or appurtenant thereto, the same shall, at the termination of said term or terms, and the cessation of the interest of the parties of the second part, of, in and to the same by the expiration thereof, or other termination thereof, be valued by arbitrators to be appointed in like manner as last above provided, and the award of a majority of such arbitrators shall be conclusive as to the value of said erections and improvements, and the parties of the first part shall pay and discharge the amount so valued, to the parties of the second part or their assigns.

And the party of the second part further covenants and agrees to and with the party of the first part, that during the continuance of the demise, herein made, or of any future demise or demises of the property above-mentioned, the directors and secretary of the party of the first part shall, during their term of office, be entitled to free passes in the trains of the party of the second part, to and from Suffern's station, on the New York and Erie Railroad, to and from Jersey City, or other terminus of the Paterson and Hudson River Railroad, or Hudson River.

*Exhibit R-15.*

These presents further witness that the parties of the first part, for the considerations aforesaid, covenant and agree, at any time or times hereafter, upon the reasonable request and cost of the parties of the second part, to make and execute such further acts, conveyances, and assurances in the law for the better confirmation of the premises hereby intended to be granted, and the better conveying the same into effect, as by the parties of the second part, or their assigns, or their counsel, learned in the law, shall be reasonably advised, devised or required. And the parties of the first part further covenant and agree, that the parties of the second part, or their assigns, paying the said yearly rent as above provided, and performing the covenants and agreements on their part to be performed, they the parties of the second part, and their assigns, shall and may, at all times during the term hereby granted, and during any future terms hereafter granted, as hereinbefore provided, peaceably and quietly have, hold and enjoy the said demised premises without any manner of let, suit, trouble, or hindrance of, or from the parties of the first part, their successors or assigns, or any person or persons whomsoever.

But it is further agreed, that if during the existence of the lease or leases, made, or to be made, to the parties of the second part, they, the said last named parties, shall make or construct any buildings or additions to the road herein mentioned, whereby additional taxes shall be charged or levied on said road, then the parties of the second part shall bear and discharge additional taxes.

And the parties of the second part do hereby covenant and agree with the parties of the first part, that the said parties of the second part, and their assigns, will keep and maintain and run said railroad and other premises hereby demised in such manner, order and condition, as the said parties of the first part

are bound to keep, run and maintain the same by the charter of the said parties of the first part, and the statutes supplementary thereto, and that they will indemnify and save harmless the said parties of the first part from all damages to which they may be subject by reason of said road and premises not being so kept, maintained and run.

In testimony whereof the parties to these presents have hereto interchangeably set their respective common seals, and have caused these presents to be attested by their respective presidents and secretaries.

Sealed and delivered in the presence of

GOUVENEUR MORRIS, *Presd't.* (L. S.)

Attest:

JOHN HOPPER, *Sec'y.*,
of Paterson & Ramapo R. R. Co.

ROBERT BAYARD, *Pres't.* (L. S.)

Attest:

JOHN J. ZABRISKIE, *Sec'y.*,
Union R. R. Co.

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## LEASE OF UNION ROAD, AND ASSIGNMENT OF LEASES OF PATERSON ROAD AND RAMAPO ROAD.

### THE UNION RAILROAD COMPANY TO THE NEW YORK AND ERIE RAILROAD COMPANY.

THIS INDENTURE, made this tenth day of September, in the year one thousand eight hundred and fifty-two, between the Union Railroad Company, parties of the first part, and the New York and Erie Railroad Company, parties of the second part.

*Exhibit R-15.*

WITNESSETH, that the parties of the first part, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained, on the part and behalf of the said parties of the second part, their successors and assigns, to be paid, kept and performed, have granted, bargained and sold, demised, and to farm letton and by these presents do grant, bargain and sell, demise, and to farm let, unto the parties of the second part, their successors and assigns, all and singular, the railroad of the parties of the first part, as it is now constructed and exists, and all the land and real property, forming or connected with, or appurtenant thereto, and all the rails, tracks, bridges, culverts, viaducts, turnouts, switches, fixtures and superstructures of every kind or connected therewith; and also all their buildings, erections, depots, stations, station-houses, offices, factories, shops and edifices on, or adjacent to, or connected with, or appurtenant to the said road, as above described; and all the estate, right, title, interest, possession and demand of the parties of the first part of, in and to the premises, and every part and parcel thereof; and also all the rights, privileges, franchises, titles, power, property, claims and pretensions of the parties of the first part to transport persons, mails and property of every description on said railroad, and to charge, demand, collect, sue for and receive (in the name of the parties of the first part, or otherwise, but for the exclusive benefit of the parties of the second part), money for tolls and for the transportation of persons, mails and merchandise in as full and ample a manner as the parties of the first part were authorized to do by the laws of the State of New York, and their articles of association.

To have and to hold the said above-mentioned and described premises, with the appurtenances unto the parties of the second part, their successors and as-

signs, from and including the fifteenth day of September, one thousand eight hundred and fifty-two, for and during the existence and continuance of the charter of the parties of the first part, and the legal existence of the said the Union Railroad Company; they, the parties of the second part, their successors and assigns, yielding and paying therefor unto the parties of the first part, and their assigns, yearly and every year during said term hereby granted, the yearly rent or sum of three thousand five hundred dollars, in equal semi-annual payments, on the first days of January and July in each and every year.

And whereas the parties of the first part are now the holders and owners of certain demised premises and property subject to certain covenants and reservations by virtue of a certain indenture, bearing date the ninth day of September, one thousand eight hundred and fifty-two, made between the president and directors of the Paterson and Hudson River Railroad Company of the first part, and the Union Railroad Company of the second part, to which last-mentioned indenture, for the contents of the same, reference is hereby made. And whereas, also, the parties of the first part to these presents, are the holders and owners of certain other demised premises and property, subject to certain covenants and reservations, by virtue of certain other indenture, bearing date the ninth day of September, one thousand eight hundred and fifty-two, made between the Paterson and Ramapo Railroad Company of the first part, and the said the Union Railroad Company of the second part, to which last-mentioned indenture reference is hereby made for the contents and provisions of the same.

Now this indenture witnesseth, that for and in consideration of one hundred dollars, the receipt whereof is acknowledged, and also the covenants and agreements in this indenture, contained to be kept, performed and observed on the part of the parties

of the second part, the parties of the first part have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said parties of the second part the said first-mentioned indenture of lease bearing date the ninth day of September, in the year one thousand eight hundred and fifty-two, made as aforesaid by and between the president and directors of the Paterson and Hudson River Railroad Company and the Union Railroad Company; and also, the secondly above-mentioned indenture bearing date the ninth day of September, one thousand eight hundred and fifty-two, made between the Paterson and Ramapo Railroad Company and the Union Railroad Company, together with all and singular the premises therein mentioned and described, and the buildings thereon, and the property real and personal with the appurtenances in the said two indentures and each of them demised, conveyed and transferred, to have and to hold the same unto the parties of the second part, their successors and assigns, from the date of the date of these presents, for and during all the rest, residue and remainder yet to come of and in the terms respectively mentioned in the said indentures of lease, it being the intention of these presents to convey and vest in the parties of the second part, all the property, real and personal, covenants, agreements, rights, privileges and franchises, which, in and by said two indentures, and each of them, were and have been conveyed, demised, transferred, and vested in the parties of the first part; subject, however, to all the provisions, rents, covenants, conditions and agreements in the said two indentures respectively contained.

And the parties of the second part hereby expressly covenant and agree to and with the parties of the first part, to faithfully keep, observe, execute and perform, and be subject to, all the covenants, agree-

ments, engagements, conditions and provisions which in and by said two indentures respectively the parties of the first part have agreed and covenanted to keep, observe, perform and execute, and be subject to; and also to save harmless and indemnify the parties of the first part from all damage, costs, charges and expenses of every kind of, from, or arising out of, or caused by the said indentures respectively.

The parties of the second part further covenant to and with the parties of the first part, that they the parties of the second part will faithfully perform the covenants and observe the agreements and conditions to be kept, performed and observed by the grantees in a certain deed wherein one Edward Suffern is grantor, and in and by which deed was conveyed the land on which the Union Railroad is built.

The parties of the first part further covenant and agree to make and execute to the parties of the second part all such further assurances and conveyances to carry into effect and make valid and effectual these presents, as shall by counsel learned in the law be reasonably advised, devised and required.

And further the parties of the first part further covenant and agree to and with the parties of the second part, that they, the parties of the second part, paying the rent and performing the covenants and agreements aforesaid, shall and may at all times during the term and terms hereinbefore mentioned, peaceably and quietly have, hold and enjoy the above demised, and also the above assigned premises without any manner of let, suit, trouble or hindrance of or from the parties of the first part, their successors or assigns, or any other person or persons whomsoever.

*Exhibit R-15.*

RICHARD POWLESON & WIFE
TO
THE PRESIDENT AND DIRECTORS OF THE PATERSON AND HUDSON RIVER RAILROAD COMPANY.

Deed dated July 25, 1831; recorded January 11, 1832, Book I-3 of Deeds, page 512, Essex County, N. J.

DESCRIPTION.

All that lot, tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Acquackanonk, in the County of Essex and State of New Jersey, BEGINNING at a point in the center of said Rail Road as located about four thousand five hundred feet from Bench mark No. 1 near the Cold Spring at Paterson, and on the division line between the parties of the first part and Hartman C. Vreeland, thence extending with a width of sixty-six feet for two hundred and six feet and sixty feet width for four hundred and thirty eight feet Southerly as the said Rail Road runs, in all six hundred and forty four feet with the same width to the land of John Merseles; it being all that lot of land included within the limits of the said rail road as located belonging to the parties of the first part and containing ninety five hundredths of an acre.

THE SOCIETY FOR ESTABLISHING USEFUL MANUFACTURES
TO
THE PRESIDENT AND DIRECTORS OF THE PATERSON AND HUDSON RIVER RAILROAD COMPANY.

Deed dated September 9, 1856.

DESCRIPTION.

"All those certain pieces, parcels or tracts of land situate in the City of Paterson, in the County of Passaic and State of New Jersey, more particularly de-

scribed and bounded as follows, to wit: BEGINNING in the southerly line of Market Street at the distance of twenty five feet at right angles westerly from the westerly line of the Paterson and Ramapo Rail Road as then located, said beginning point being at the intersection of the westerly line of the lot known as the depot lot, with the southerly line of Market Street, running thence (1) Southerly along said depot lot parellel with the westerly line of said Paterson and Ramapo Rail Road, one hundred and sixty one feet, to the southwesterly corner of said depot lot, (2) Easterly along the southerly line of said lot twenty five feet to the westerly line of the Paterson and Ramapo Rail Road, (3) Southerly along said Rail Road twenty six hundred and twenty three feet to the northerly line of a lot late of Abraham Van Houten, deceased, (4) along the same North eighty one degrees and forty minutes West to a point distant thirty five feet in a normal line from the Westerly line of the said Paterson and Ramapo Rail Road at this point, (5) Northerly parallel with the Westerly line of said Rail Road, twenty seven hundred and eighty six feet and four tenths of a foot to the Southerly line of Market Street, (6) Easterly along Market Street ten feet and seven inches to the place of beginning."

Also conveys other land.

THE SOCIETY FOR ESTABLISHING USEFUL MANUFACTURES
TO
THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated June 14, 1850; recorded July 18, 1851, Book Q of Deeds, page 324 &c., Passaic County, N. J.

DESCRIPTION.

All that certain piece or strip of land situate in the Town of Paterson, County of Passaic and State

*Exhibit R-15.*

of New Jersey, more particularly described and bounded as follows, to wit, BEGINNING at the line between lands of John R. Van Houten and lands leased by the said Society to D. K. Allen where the Rail Road of the party of the second part crosses the said line, thence with a uniform width of twenty five feet, running Southerly the several courses of the said Rail Road as located and surveyed across Market Street to a point near the Paterson and Hudson River Rail Road where the Rail Road of the party of the second part crosses the line between lands late of Abraham R. Van Houten and lands lately conveyed by Roswell L. Colt to the said Society, being a strip of land twenty five feet in width over which the Rail Road of the party of the second part now runs through the lands of the said Society lying between the street called Broadway in the said Town of Paterson and the Southern termination of the said Rail Road of the party of the second part according to the location and survey of their said Rail Road as deposited in the office of the Secretary of State of New Jersey. The center line of which location and survey of the said strip hereby conveyed is understood and hereby agreed to be the center line of the track of the said Rail Road as the rails are now laid and which said strip of land hereby conveyed extends twelve and a half feet each side of said center line. The said strip of land and premises hereby conveyed being necessary and expedient for the objects of the incorporation of the said party of the second part, and being conveyed to them hereby for the purposes of making and maintaining their Rail Road thereon.

*Exhibit R-15.*

## JOHN R. VAN HOUTEN & WIFE TO THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated November 26, 1847; recorded July 9, 1851, Book Q of Deeds, page 304 &c., Passaic County, N. J.

DESCRIPTION.

All those lots, tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the Township of Paterson, in the County of Passaic and State of New Jersey,

BEGINNING on the South Side of Broadway at a stake in the centre line of the Rail Road as there located, running thence South four degrees and twenty minutes West including the width of Van Houten Street three hundred and ninety nine feet more or less to the land of the Society for Establishing useful manufactures in the possession of Daniel K. Allen with the width of twenty seven feet three inches on the West side of the centre line of the Rail Road as located and the width of twelve feet on the east side thereof at the present court yard fence at Broadway and thence diminishing the said width so that it shall be eight feet at a point sixty six feet from the said point on Broadway, the line between the two last mentioned points to be a straight line, and thence continuing the width of eight feet to the Society's line aforesaid. The above described being the premises upon which the Company are about to construct their Rail Road.

It being agreed that the Company are to erect and maintain a good and sufficient wall under the gable end of the kitchen and along their eastern line of the lots hereby conveyed from Broadway to Van Houten Street as high as the surface of those lots and are to remove and replace the necessary fences or to com-

pensate the said John R. Van Houten for so doing and are to grade down the street and sidewalk in front of his dwelling house and without further compensation are to have the privilege of taking the earth from his lots West of the lots hereby conveyed (between Broadway and Van Houten Street) down to within four feet of the grade of the Rail Road by causing a substantial dry stone wall to be built upon their West line between the said streets four feet in height.

ABRAHAM VAN HOUTEN & JOHN R. VAN HOUTEN, RECEIVERS,
TO
THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated May 1st, 1848; recorded July 9th, 1851, Book Q of Deeds, page 303 &c., Passaic County, N. J.

DESCRIPTION.

All that lot, tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Paterson, in the County of Passaic and State of New Jersey, BEGINNING at a stake in the center line of the Rail Road at the land formerly belonging to The Society for establishing useful manufactures, now said to belong to Morgan Colt, running thence with the centre line of the Rail Road as located there  chains more or less in a Southerly direction to Broadway, with the width of sixty six feet, through the length of the strip, that is to say, thirty three feet wide on each side of the said centre line of course. It being the land upon which the said Railroad is located and being constructed between the said premises formerly belonging to The Society, and Broadway. The above consideration embraces value of land, fences and damages incident to locating and constructing the Rail Road over and upon the premises hereby conveyed.

*Exhibit R-15.*

## MORGAN G. COLT TO THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated June 14, 1850, recorded July 18, 1851, Book Q of Deeds, page 323 &c., Passaic County, N. J.

### DESCRIPTION.

All that certain strip, tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Paterson, in the County of Passaic and State of New Jersey, BEGINNING at the North side or line of the farm of the said Morgan G. Colt in or near the Town of Paterson, lately conveyed to him by his Father Roswell L. Colt, Esquire, where the Rail Road of the said party of the second part, running Southerly enters upon said farm and running from thence Southerly the several courses of the said rail road as located and surveyed with a width of sixty six feet to the Southerly side or line of said farm where the said rail road leaves the same being a strip of land parcel of said farm sixty six feet in width over which the said rail road now runs according to the location and survey thereof as deposited in the office of the Secretary of State of New Jersey. The center line of which location and survey, and of the strip of land hereby conveyed, is understood and hereby agreed to be the center line of the track of the said rail road as the rails are now laid and the said strip of land hereby conveyed being and extending thirty three feet each side of said center line. The said strip of land and premises hereby conveyed being necessary and expedient for the objects of the incorporation of the said party of the second part, and being conveyed to them hereby for the purposes of making and maintaining their Rail Road thereon.

*Exhibit R-15.*

LINNEUS SCUDDER & WIFE
TO
THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated September 12th, 1848; recorded July 9th, 1851, Book Q of Deeds, page 249, &c., Passaic County, N. J.

DESCRIPTION.

All those twelve lots of land situate, lying and being in the Town of Paterson, County of Passaic and State of New Jersey, part and parcel of a tract of thirty two acres lying on the bank of the Passaic River conveyed to Philip S. Crooke by Abraham Godwin by Deed dated June first, A. D. Eighteen hundred and thirty five and Recorded in the Clerk's office of Essex County in Book V-3 of Deeds, pages 19, 20 & 21 and which said lots on a map of said property dividing the same into streets and lots by R. Spencer, Surveyor of the City of New York, and by which the same was sold are known and designated by the Numbers Twenty five, Twenty six, Twenty seven, Twenty eight, Twenty nine, Thirty, Thirty one, Thirty two, Thirty three, Thirty four, Thirty five, Thirty six each twenty five feet front and rear and one hundred feet deep, Lots numbered Twenty five, Twenty six, Twenty seven and Twenty eight are situated at the South East corner of the second avenue and Lawrence Street, and Lots Numbered Twenty nine, Thirty, Thirty one, Thirty two, Thirty four, Thirty five, Thirty six adjoining on the South side of Lawrence Street between the second and third avenue. The foregoing premises being the same property conveyed by William H. Sweet of the City of New York, tin plate worker, and Abigail Ann his wife, to the said Linus Scudder by deed bearing date the twenty-ninth day of August, one thousand eight hundred and thirty six and Recorded in the Clerk's office of the County of Essex in Book P-4 of the records of the said County, Pages 39, 40 & 41.

*Exhibit R-15.*

THE PATERSON AND RAMAPO RAILROAD COMPANY

VS.

PHILIP S. COOKE.

Appraisal dated November 30, 1847, award dated December 30, 1847; recorded January 23, 1848, Book M, page 263 &c., Passaic County, N. J.

November 30th, 1847. Appointment of Robert S. Kennedy, Henry Hillyard and Samuel B. Halsey, Commissioners to appraise lands of Philip S. Crooke taken by said Company & Damages as follows, viz: "Situate in Paterson &c being part of the property late of Abraham Godwin, deceased, lying south of lands of Moody Cummings and Thomas Forbes, Beginning in the line between the said Crooke and said Thomas Forbes in the Northwestern boundary line of the Railroad as located there sixty six feet wide, at a point therein about ninety six feet and fifty eight hundredths East of the line of Straight Street, running thence South thirty degrees and thirty five minutes West about one hundred and ten feet along said boundary line of the Railroad to the Southern line of said Crooke's land there, thence Easterly along said Southern line about seventy one feet and a third to the South Easterly line of the Railroad as located there, thence North Easterly on a line parallel with the first mentioned line about one hundred and ten feet to theNorthern line of his land there, & thence along said line Westerly seventy one & 1/3 feet to the Beginning, and one chain wide."

December 30th, 1847. Award of said Commissioners. "Report the sum of Two hundred dollars for the value of the lands aforesaid, and the sum of Ten Dollars including the use of Streets by said Company for damages, making together the sum of Two hundred and ten dollars."

*Exhibit R-15.*

## THOMAS FORBES AND WIFE TO THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated October 7, 1847; recorded July 8, 1851, Book Q of Deeds, pages 296 &c., Passaic County, N. J.

DESCRIPTION.

ALL that lot, tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Paterson, in the County of Passaic and State of New Jersey. BEGINNING in the line between lots one hundred and four and one hundred and five of the Godwin property, on the east side of Montgomery Street, at the northeast corner of lot one hundred and five, running thence westerly along the line of one hundred and five to the outside line of the railroad located there, sixty-six feet wide, thence south thirty degrees and thirty-five minutes West, along the outside line of the railroad to the line between lots one hundred and twenty-three and one hundred and twenty-two, thence along the line of one hundred and twenty-three and the rear line of one hundred and six and one hundred and five easterly to the line between one hundred and four and one hundred and five, thence along that line northerly to the place of beginning, embracing so much of lots one hundred and five, one hundred and six and one hundred and twenty-three as is embraced within the width of the railroad as located there. The above consideration having been agreed upon between the parties as embracing the value of the land, and all damages incidental to locating and constructing the railroad upon and over the premises hereby conveyed.

*Exhibit R-15.*

THE PATERSON AND RAMAPO RAILROAD COMPANY

vs.

MOODY CUMMINGS.

Appraisal dated November 30, 1847; award dated December 30, 1847; recorded in Book M of Deeds, page 245 &c., Passaic County, N. J.

November 30, 1847—Appointment of Robert L. Kennedy, Henry Hillard and Samuel B. Halsey to appraise value of land of Moody Cummings, taken by said company and damages, as follows in Paterson &c: "Being part of the property late of Abraham Godwin, deceased, one lot, beginning in the eastern line of said Cummings land lying on the south side of the street leading from the lower bridge in Paterson to the dwelling of Cornelius Van Winkle in the outside line of the railroad as located there sixty-six feet wide, running thence South thirty degrees and thirty-five minutes West along the outside line of the railroad about one hundred feet to the southern bounds of the land of the said Cummings at that place, thence along said boundary line easterly about thirty-two feet to his corner, and thence northerly along his eastern boundary about eighty feet to the point of beginning:

Also another lot near the southern end of the said Godwin plat adjoining lands conveyed by Thomas Forbes and wife to the said Railroad Company, Beginning at a point one hundred and fifty feet easterly from Straight Street, thence along the western boundary of said Cummings land there one hundred feet southerly, thence easterly along his southern boundary about fourteen feet to the outside line of said railroad as located there sixty-six feet wide, thence along the southeast outside line of the railroad North thirty degrees and thirty-five minutes East about ninety feet to the eastern boundary of said

Cummings land, thence along the same northerly about fourteen feet to his corner, and thence westerly along his northern boundary about fifty feet to the place of beginning, and one chain wide, that is to say, half a chain wide on each side of said centre line of course as designated on a map of said premises annexed to the original application for the appointment of Commissioners in this case.

December 30th, 1847—Award of Commissioners.

"Report that the sum of one hundred and fifty dollars for the value of the lands aforesaid and the sum of thirty dollars including the use of streets by said company for damages, making together the sum of one hundred and eighty dollars."

## ARTHUR DONNELLY AND WIFE TO THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated November 27, 1847; recorded July 9, 1851, Book Q of Deeds, pages 299 & 300, Passaic County, N. J.

### DESCRIPTION.

ALL that Lot, Tract or Parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Paterson, in the County of Passaic and State of New Jersey. BEGINNING on the north side of Montgomery Street, in the line between lots numbers two hundred and two and two hundred and three of the Goodwin property; running thence westerly along Montgomery Street to the outside line of the railroad as located there, sixty-six feet wide, thence North thirty degrees and thirty-five minutes East, along the outside line of the railroad as located to the rear line of the lots of the said Arthur Donnelly; thence Easterly along said rear line to the line between two hundred and two and two hundred and three; thence Southerly along that

line, one hundred feet to the place of beginning on Montgomery Street, embracing so much of lots, two hundred, two hundred and one and two hundred and two, as is contained within the lines of the railroad located there sixty-six feet wide. The above consideration having been agreed upon between the parties, as including the value of the land and damages incident to locating the constructing the railroad upon and over the premises hereby conveyed.

## JAMES MONCRIEF TO THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated August 30, 1848; recorded February 10, 1852, Book R of Deeds, pages 27 & 28, Passaic County, N. J.

### DESCRIPTION.

ALL those lots, tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Paterson, in the County of Passaic and State of New Jersey. BEGINNING in the line of land conveyed by Arthur Donnelly to the said Company, it being the eastern line of lot two hundred and two, running thence northerly along the line between lot two hundred and two and two hundred and three, one hundred feet, thence Easterly at right angles to that line, fifty feet to lot two hundred and five; thence southerly parallel with the first line one hundred feet to Montgomery Street as marked on the map; thence westerly along said street fifty feet to the place of beginning.

The premises hereby conveyed being lots marked two hundred and three and two hundred and four on the north side of Montgomery Street upon a map of property formerly belonging to General Abraham Godwin, now deceased.

*Exhibit R-15.*

## SETH HASTINGS & WIFE TO THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated July, 1848; recorded July 9, 1851, Book Q of Deeds, page 308 &c., Passaic County, N. J.

DESCRIPTION.

ALL that lot, tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Paterson, in the County of Passaic and State of New Jersey: BEGINNING in the centre of a street laid down on the map thereof as La-Fayette Street, in the Northwestern line of the Rail Road as located there sixty six feet wide, running thence Southwesterly with the outside line of the Railroad, until it strikes the line of division between the land of the parties of the first part and those lately of Arthur Donnelly, thence along said division line between them and also bounding on the North lands of James Moncrief until it strikes the South Western outside line of the said Rail Road, as located sixty-six feet wide, thence North Easterly with the course of said Road and along said outside line to the middle of the aforesaid street, thence Westerly along the middle of said street to the point of beginning. It being a part of the lots laid out upon the Goodwin property near the Passaic River, the conveyance of half of the street not being intended to cover more than whatever right the said parties of the first part have in the same.

*Exhibit R-15.*

## JOHN CASS & WIFE TO THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated October 7, 1847; recorded July 9, 1851, Book Q of Deeds, page 288 &c., Passaic County, N. J.

DESCRIPTION.

ALL that lot, tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Paterson, in the County of Passaic and State of New Jersey, BEGINNING at the line of the property purchases from the parties of the second part from Francis Jackson (a coloured person) in the centre line of the Rail Road as located at that place, running thence with the course of said Rail Road South thirty degrees and thirty five minutes West to the Southern line of the property purchased by the said John Cass from James Moncrief by deed dated April first, 1846, and recorded in Book K of Deeds for Passaic County, pages 56 &c with the width of sixty six feet through the length of the line that is to say thirty three feet on each side of the said line of course, the above consideration having been agreed upon between the parties as embracing the value of the land and all damages incident to locating and constructing the Rail Road over and upon the premises hereby conveyed.

## CHARLES DANFORTH & WIFE TO THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated November 27, 1847; recorded July 9, 1851, Book Q of Deeds, page 305 &c., Passaic County, N. J.

DESCRIPTION.

ALL that lot, tract or parcel of land and premises, hereinafter particularly described, situate, lying and

being in the Township of Paterson, in the County of Passaic and State of New Jersey, BEGINNING on the South side of Franklin Street, in the line between Lots Two hundred and sixty five and Two hundred and sixty-six of the Godwin Property, running thence Westerly along the front of lot Two hundred and sixty six to the outside line of the Rail Road as located there sixty-six feet wide, thence South thirty degrees and thirty five minutes West along the outside line of the Rail Road as located to the rear line of the lots of the said Charles Danforth, thence Easterly along said rear line to the line between two hundred and sixty-five and two hundred and sixty-six, thence Northerly along that line one hundred feet to the place of beginning. Embracing so much of lots two hundred and sixty six and two hundred and sixty seven as is contained within the lines of the Railroad, located there sixty six feet wide. The above consideration having been agreed upon between the parties as including the value of the land and damages incident to locating and constructing the Rail Road upon and over the premises hereby conveyed.

FRANCIS JACKSON & WIFE
TO
THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated September 16, 1847; recorded July 9, 1851, Book Q, page 313 &c., Passaic County, N. J.

DESCRIPTION.

ALL that lot, tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Paterson, in the County of Passaic and State of New Jersey,

BEGINNING in the Northerly line of the property sold to the said Francis Jackson by Cornelius S. Van

Wagoner and wife by Deed Recorded in Book H of Deeds for Passaic County, pages 537 and 538, in the centre line of the Railroad as located at that place, running thence South thirty degrees and thirty five minutes West to the Southern line of said property so conveyed with the width of sixty six feet through the length of the strip, that is to say, thirty three feet on the southeast side of the line of course and thirty three feet on the North West side of said line, or so much thereof as lies within the said lot purchased from Mr. Van Wagoner, it being the premises upon which the said Company have located and are about to construct their Rail Road. The above consideration having been agreed upon between the said parties as embracing value of land, damages and expenses of moving the dwelling house off, and all damages incident to locating and constructing a Rail Road upon and over the premises hereby conveyed.

WILLIAM H. SWEET & WIFE
TO
THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated February 11, 1848; recorded July 9, 1851, Passaic County, N. J., Book Q of Deeds, page 307 &c.

DESCRIPTION.

ALL those lots, tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the Township of Paterson, in the County of Passaic and State of New Jersey, being part of the property of the late Abraham Godwin, deceased; BEGINNING on the South of and next adjoining the land of William F. Mason in the North West boundary line of said Rail Road as located there sixty six feet wide, running thence with the course of the Rail Road South thirty degrees and thirty five minutes West along said outside line one hundred and ten

feet more or less to the South line of said William H. Sweet's land, thence Easterly along his said South line about seventy one feet and one third to the South Eastern boundary line of said Rail Road, thence parallel with the first mentioned line about one hundred and ten feet to the Northern boundary of his land and thence Westerly along said boundary line about seventy one feet and a third to the beginning, and one chain wide, that is to say, half a chain wide on each side of the said centre line of course of said Rail Road as designated on a map of said premises annexed to an application made to Justice Nevins for the appointment of Commissioners respecting the above described premises and others and now on file in the Clerk's Office of the County of Passaic. The foregoing amount being the sum reported by the Commissioners duly appointed by the said Justice for the value of lands and for damages including the use by the Rail Road Company of the streets bounding the said premises and the same being adopted by these parties as including the value of the said lands and use of the streets and damages incident to locating and constructing the said Rail Road over and across the same.

WILLIAM F. MASON
TO
THE PATERSON & RAMAPO RAILROAD COMPANY.

Deed dated January 3, 1848; recorded July 9, 1851, Passaic County, N. J., Book Q of Deeds, page 292 &c.

DESCRIPTION.

All that lot, tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Paterson, in the County of Passaic and State of New Jersey: BEGINNING about one hundred and fifty feet South of the street leading from the lower Bridge of Paterson to the dwelling of

*Exhibit R-15.*

Cornelius Van Winkle in the north line of the land of the said William F. Mason, and in the North Western boundary line of the Rail Road as located there sixty six feet wide, thence South thirty degrees and thirty five minutes West along said outside line of the Rail Road one hundred and ten feet to his South line, thence Easterly along the same about seventy one feet and thirty six hundredths to the South Eastern boundary of the Rail Road, thence along the same North thirty degrees and thirty five minutes East about sixty four feet to the Eastern boundary of his land, thence North along the same about forty five feet to his Northern boundary, and thence Westerly along the same about fifty four feet to the place of beginning. Being part of the property of the late Abraham Godwin, deceased, and being land upon which the said Company have located and constructed their Rail Road and for which consideration money is the amount assessed as value of land and damages on the thirtieth day of December, A. D. 1847, by Robert S. Kennedy, Samuel B. Halsey & Henry Hillard, Commissioners, as the same appears on file in the Clerk's Office of the County of Passaic and which is accepted by the said William F. Mason.

THE PATERSON AND RAMAPO RAILROAD COMPANY

vs.

ROBERT M. BLACKWELL.

Appraisal dated November 30, 1847; award dated December 30, 1847; recorded January 23, 1848, Book M of Deeds, page 245 &c., Passaic County, N. J.

Appointment of Robert S. Kennedy, Henry Hillard and Samuel B. Halsey to appraise value of land and damages of Robert M. Blackwell taken by said company as follows:

"Situate in the Township (now City) of Paterson, County of Passaic and State of New Jersey, being

part of the property late of Abraham Godwin, decd., Beginning on the south side of the street leading from the Lower Bridge in Paterson to the dwelling of Cornelius Van Winkle in the outside line of the Rail Road as located there sixty six feet wide, running thence South thirty degrees and thirty five minutes West along the outside line of the Rail Road about one hundred and ten feet to the Western bounds of said Blackwell's land, thence along said Western line of his land Northerly about one hundred feet to the first mentioned street and thence along the same easterly about forty feet to the point of Beginning.

Award of Commissioners December 30th, 1847.

"Report the sum of Fifty Dollars for the value of the lands aforesaid and the sum of Twenty five dollars, including the use of streets by said Company, for damages making together the sum of seventy five dollars.

ADRIAN VAN HOUTEN, CORNELIUS VAN HOUTEN AND WIFE, EDWARD VAN HOUTEN AND WIFE, ALEXANDER MORROW AND WIFE, JAMES SIMMONS AND WIFE, JAMES McCARTY AND WIFE, AND CHARLES HUGHES AND WIFE
TO
THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated September 27, 1847; recorded July 9, 1851, Passaic County, N. J., Book Q of Deeds, page 300 &c.

DESCRIPTION.

ALL that lot, tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Paterson, in the County of Passaic and State of New Jersey; BEGINNING in the line of land in possession of and now or late belong-

ing to Edward Van Houten, thence running South thirty degrees and thirty five minutes West six chains and twenty five links, more or less, to land formerly belonging to the Estate of the late Abraham Goodwin, deceased, with the width of sixty six feet through the length of the strip, that is to say, thirty three feet wide on each side of the said line of course. Containing sixty two hundredths of an acre be the same more or less. It being the land upon which the said Company have located and are about to construct their Rail Road.

The above consideration having been agreed upon between the said parties as embracing value of land, fences and damages incident to locating and constructing a Rail Road upon the premises hereby conveyed.

## JAMES VAN BLARCOM AND WIFE TO THE PATERSON AND RAMAPO RAILROAD COMPANY.

Deed dated September 13, 1847; recorded July 9, 1851, Book Q of Deeds, page 312 &c., Passaic County, N. J.

### DESCRIPTION.

ALL that lot, tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Paterson, in the County of Passaic and State of New Jersey: BEGINNING in the line of land of John S. Van Winkle in the occupancy of Cornelius Van Winkle in the Bough, running thence South thirty degrees and thirty five minutes West ten chains and fifty one links more or less to the line of land formerly belonging to the State of New Jersey now in possession of Edward Van Houten, the width of thirty three feet through the length of the strip on the southeast side of the line of course

and the same width on the northwest side or so much of said width as is embraced in the land of the said James Van Blarcom. It being the land upon which the Company have located and are about to construct their Rail Road.

The above consideration having been agreed upon between the parties as embracing value of lands and damages incident to locating and constructing a Rail Road upon the premises hereby conveyed.

## EXHIBIT R-16.

Eight blue prints entitled "Lands owned or controlled by the Erie Railroad Company, Main Line, Paterson, N. J."

## EXHIBIT R-17.

### CITY OF PATERSON, N. J.

Assessed valuation of the properties of The Paterson and Hudson River Railroad Company and The Paterson and Ramapo Railroad Company for the year 1912.

Paterson and Hudson River Railroad: Between Acquackanonk Township line and the terminus of the road near Market Street, Paterson, 1.978 miles.

| | |
|---|---|
| 1st Class | $306,010.00 |
| 2nd " | 253,415.00 |
| 3rd " | 28,200.00 |
| Franchise (total value taken and apportioned on mileage basis) | 5,665.00 |
| Total | $593,290.00 |

Paterson and Ramapo Railroad: From a point taken as northerly terminus of Paterson and Hudson River Railroad near Market Street to Hawthorne Borough line, 1.647 miles.

| | |
|---|---|
| 1st Class | $311,165.00 |
| 2nd " | 107,258.00 |

*Exhibit R-18.*

| | |
|---|---|
| 3rd Class | $75,910.00 |
| Franchise (total value taken and apportioned on mileage basis) | 1,141.00 |
| Total | $495,474.00 |

## EXHIBIT R-18.

## STATEMENT OF VALUE OF PHYSICAL ELEMENTS OF PATERSON ANR HUDSON RIVER RAILROAD ERIE RAILROAD SYSTEM IN NEW JERSEY.

| | | |
|---|---|---|
| 1. | Land | $1,495,941 |
| 2. | Clearing and grubbing | 314 |
| 3. | Graduation | 154,634 |
| 5. | Bridges, retaining walls and culverts | 452,782 |
| 6. | Track and appurtenances | 577,823 |
| 7. | Fencing | 17,419 |
| 8. | Crossings, cattle guards, gates and signs | 18,793 |
| 9. | Block signaling | 34,363 |
| 10. | Interlocking | 37,097 |
| 11. | Miscellaneous signals | 1,446 |
| 12. | Passenger and freight stations | 17,358 |
| 15. | Telegraph and telephone lines | 11,741 |
| 16. | Turn-tables, transfer tables, track scales and track cranes | 3,691 |
| 20. | Miscellaneous structures | 3,154 |
| 21. | Shop machinery, machine tools and appurtenances | 1,047 |
| 28. | Total value of all items as above | $2,881,603 |

*Exhibit R-18.*

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

Charles Hansel, being duly sworn according to law, on his oath says that he was appointed Expert in Charge to revalue railroad and canal property in New Jersey under Chapter 307, Laws, session of 1910, of the New Jersey Legislature, approved April 12, 1910; and that pursuant to said appointment, he entered upon his duties and valued the properties of the Paterson and Hudson River Railroad Company, among others; that the attached schedules with the exception of item one, the valuation of the land, were valuations so made by him and returned to the State Board of Assessors as a basis for taxation by that body; that as to item one, the value of land, as stated in the attached statement, is the assessment as made by the State Board of Assessors and appearing in the books and records of that body, to which books and records he has had access by reason of his official position that the valuations so made by him were compiled under his direction and supervision; and the facts, matters and things contained therein are true to the best of his knowledge and belief.

(SEAL) CHARLES HANSEL.

Sworn to and subscribed before me
this 27th day of February, 1915.

RAYMOND W. OAKLEY,
*Notary Public New Jersey.*

*Exhibit R-19.*

## EXHIBIT R-19.

### STATEMENT OF VALUE OF PHYSICAL ELEMENTS OF PATERSON AND RAMAPO RAILROAD ERIE RAILROAD SYSTEM IN NEW JERSEY.

| | | |
|---|---|---|
| 1. | Land | $429,469 |
| 2. | Clearing and grubbing | 1,800 |
| 3. | Graduation | 276,393 |
| 5. | Bridges, retaining walls and culverts | 228,444 |
| 6. | Tracks and its appurtenances | 654,482 |
| 7. | Fencing | 5,626 |
| 8. | Crossings, cattle guards, gates and signs | 18,290 |
| 9. | Block signaling | 39,774 |
| 10. | Interlocking | 64,747 |
| 11. | Miscellaneous signals | 1,617 |
| 12. | Passenger and freight stations | 69,577 |
| 13. | Shop buildings and engine houses | 13,261 |
| 15. | Telegraph and telephone lines | 15,040 |
| 16. | Turn-tables, transfer tables, track scales and track cranes | 1,926 |
| 20. | Miscellaneous structures | 15,882 |
| 21. | Shop machinery, machine tools and appurtenances | 360 |
| 28. | Total value of all items as above | $1,836,688 |

*Exhibit R-19.*

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

Charles Hansel, being duly sworn according to law, on his oath says that he was appointed Expert in Charge to revalue railroad and canal property in New Jersey under Chapter 307, Laws, session of 1910, of the New Jersey Legislature, approved April 12, 1910; and that pursuant to said appointment he entered upon his duties and valued the properties of the Paterson and Ramapo Railroad Company, among others; that the attached schedules with the exception of item one, the valuation of the land, were valuations so made by him and returned to the State Board of Assessors as a basis for taxation by that body; that as to item one, the value of land, as stated in the attached statement, is the assessment as made by the State Board of Assessors and appearing in the books and records of that body, to which books and records he has had access by reason of his official position; that the valuations so made by him were compiled under his direction and supervision; and the facts, matters and things contained therein are true to the best of his knowledge and belief.

(SEAL) CHARLES HANSEL.

Sworn to and subscribed before me
this 27th day of February, 1913.

RAYMOND W. OAKLEY,
*Notary Public New Jersey.*

*Exhibit R-20.*

## EXHIBIT R-20.

### STATE OF NEW JERSEY.

Assessed valuation of the properties of the Paterson and Hudson River Railroad and the Paterson and Ramapo Railroad for the year 1913.

Paterson & Hudson River R. R.

Property used for Railroad Purposes—

Assessments by N. J. State Board of Assessors:

| | Assessed Valuation. |
|---|---|
| Main Stem | $2,214,318 |
| Franchise | 40,000 |
| Property other than Main Stem | 426,326 |
| Property not used for Railroad purposes— | |
| Assessment by City of Paterson | 27,900 |
| " " " " Passaic | 1,550 |
| Assessment by Borough of East Rutherford | 16,950 |
| Total | $2,727,044 |

Paterson & Ramapo R. R.

Property used for Railroad Purposes—

Assessments by N. J. State Board of Assessors:

| | |
|---|---|
| Main Stem | $1,307,920 |
| Franchise | 10,000 |
| Property other than Main Stem | 222,582 |
| Property not used for Railroad purposes— | |
| Assessment by City of Paterson | 75,990 |
| Total | $1,616,492 |

*Exhibit R-21.*

## EXHIBIT R-21.

## AGREEMENT
between
THE WESTERN UNION TELEGRAPH COMPANY
and
ERIE RAILROAD COMPANY.

THIS AGREEMENT, made and entered into in duplicate this twenty-fifth (25th) day of September, 1907, by and between THE WESTERN UNION TELEGRAPH COMPANY, a corporation of the State of New York, party of the first part, hereinafter designated for convenience as the Telegraph Company; and the ERIE RAILROAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated for convenience as the Railroad Company, for itself, and for and in behalf of the Chicago and Erie Railroad Company, the New Jersey and New York Railroad Company, the Erie Terminals Railroad Company, the New York, Susquehanna and Western Railroad Company, Wilkes-Barre and Eastern Railroad Company, and Bath and Hammondsport Railroad Company,

WITNESSETH: That

WHEREAS the Railroad Company now owns, leases or controls certain railroads intended to be covered by this contract in the territory generally described as lying east of Lake Michigan; and

WHEREAS the mileage of said railroads, as the same now is and may hereafter be, from time to time, is and shall be shown in a schedule hereto attached and marked Schedule A; and

WHEREAS the telegraph poles, wires and appurtenances which now are or may hereafter be owned or controlled by the Telegraph Company along said rail-

road are and shall be shown in a Schedule hereto attached and marked Schedule B; and

WHEREAS the telegraph poles, wires and appurtenances which now are or may hereafter be owned or controlled by the Railroad Company along said railroads are and shall be shown in a schedule hereto attached and marked Schedule C; and

WHEREAS, telegraph lines have heretofore been operated over the railroads of the Railroad Company in accordance with the provisions of contracts named in a schedule hereto attached and marked Schedule D; and

WHEREAS it is desired that an agreement be entered into between the parties hereto covering all railroads and branches or extensions now owned, leased or controlled, and all branches or extensions thereof and all minor railroads hereafter owned, leased or controlled by the Railroad Company in said territory, granting to the Telegraph Company the right to maintain and operate telegraph lines thereon, and providing for the maintenance and operation of the same by the Telegraph Company, all on the terms and conditions herein provided;

NOW THEREFORE, for and in consideration of the mutual covenants of the parties hereto, it is agreed between them as follows:

FIRST. The Railroad Company does hereby, so far as it lawfully may, agree to let, lease and demise and does by these presents let, lease and demise unto the Telegraph Company, its successors and assigns, the right to maintain along said railroads, the said poles, with wires thereon and the instruments, batteries, machinery, tools, loops, insulators, cross-arms, fixtures, and other appurtenances thereto belonging which may now or hereafter be owned or controlled by the Telegraph Company along any and all of the said railroads intended to be covered by this agree-

ment, as hereinbefore provided, and the same shall be shown in said Schedule B hereto annexed, with the right to erect and maintain on said poles additional wires as hereinafter provided, together with the right to operate and use all of said poles, wires, and other property; and the Railroad Company does hereby agree to let, lease and demise, and does by these presents let, lease and demise unto the Telegraph Company, its successors and assigns, all lines of poles, with the wires thereon, and the instruments, batteries, machinery, tools, loops, insulators, cross-arms, fixtures, and all other appurtenances thereto belonging, now or hereafter owned or controlled by the Railroad Company, along any or all of the said railroads intended to be covered by this agreement, as herein before provided, as shown in said Schedule C hereto annexed; with the right to erect and maintain on said poles additional wires as hereinafter provided; together with the right to operate and use all of said poles, wires, and other property hereby leased, and to enjoy the returns and profits thereof, as fully and effectually as could be done by the Railroad Company;

To Have and to Hold the same unto the Telegraph Company, its successors and assigns, during the continuance of this agreement, and subject to the uses and conditions hereinafter set forth.

It is understood and agreed that the rights and privileges given the Telegraph Company in this agreement are subject to all conditions and reservations affecting the tenure of the Railroad Companies for and in behalf of which this agreement is made, to the Railroads, premises and property in connection with which said rights and privileges are given.

During the continuance of this agreement said poles, wires, and other telegraph property shall be used, maintained, repaired, and renewed as hereinafter provided, and upon the termination of this

agreement, said poles, wires, and other telegraph property enumerated in the said Schedule C, and hereby leased to the Telegraph Company, or such poles, wires, and other telegraph property as may have been substituted therefor, in the proper repair, maintenance and renewal thereof, shall be returned to the Railroad Company in like good order and repair as when received by the Telegraph Company, and the Telegraph Company shall thereupon remove from said poles such wires and fixtures as it may have thereon.

(Then follow provisions as to taxes, construction and maintenance of wires, poles, and other equipment, &c.)

EIGHTH. The Railroad Company, so far as it lawfully may, hereby grants and agrees to assure to the Telegraph Company the exclusive right to do and conduct commercial or public telegraph business and to construct and maintain telegraph lines, to be operated either by telegraph or telephone instruments, or both (but not for the purpose of doing and conducting commercial or public telephone business), for the term of and subject to the conditions and limitations in this agreement provided, on, along, across and under the line, lands and bridges, and in the premises of the railroad now or hereafter covered by this agreement, and any extensions and branches thereof; and for that purpose the Railroad Company grants to the Telegraph Company during the continuance of this agreement, right of way and entry upon, along, across and under the line, lands and bridges of the railroads now or hereafter covered by this agreement, and any extensions and branches thereof, for the construction, maintenance, operation and use of lines of poles and wires, and underground or otherwise, for the commercial or public business aforesaid, with the right to put up or construct or

cause to be put up or constructed from time to time, under the supervision of said Joint Superintendent and at the sole cost of the Telegraph Company except as herein otherwise provided, such additional wires and such additional lines of poles and wires and underground or other lines, and to issue revocable licenses for the occasional and limited use of the poles covered by this agreement for such telegraph or telephone wires, as the Telegraph Company may deem expedient, and which may not in the judgment of the Railroad Company interfere with its business and purposes or the operation of its railroads; but no additional or second line of poles shall be placed on said lands or right of way already occupied by one line of poles, without the Railroad Company's consent.

Wherever the Telegraph Company now has two lines of poles on the Railroad Company's lands or right of way, the Telegraph Company shall have the right to keep said two lines on said lands or right of way during the continuance of this agreement.

(Then follow provisions as to liability by the parties for loss or damages &c., patent rights, expenses of operation, &c.)

The provisions of this agreement shall be and continue in force from the first day of October, one thousand nine hundred and seven (1907), until the thirtieth (30th) day of September, one thousand nine hundred and twenty-eight (1928).

(Then follow testemonum clause, names of the parties &c.; then follow schedules of wires referred to in agreement.)

## EXHIBIT R-22.

### SUPPLEMENTAL AGREEMENT
between
THE WESTERN UNION TELEGRAPH COMPANY
and
ERIE RAILROAD COMPANY.

Dated September 3rd, 1913.

This modifies Section 8 of Agreement marked R-21, giving the Telegraph Company the right to transpose the wires for telephone purposes.

## EXHIBIT R-23.

Blue print entitled "Erie Railroad Company. Map showing track facilities at Paterson, New Jersey, March 1903. Chief Engineer's Office. Sidings, Tracks and Industries shown as located in December 1913."

## EXHIBIT R-23A.

Same title as above with addition of "Revised to January 1914."

## EXHIBIT R-24.

### PATERSON CROSSING CASES.

Features which might have to be considered in any plan for eliminating crossings mentioned in city's petition.

MAIN LINE.

Passaic River Bridge.
Water level of Passaic River.
Fifth Avenue—grade crossing.
Montgomery St.—Not open across tracks but included in original petition.
Lawrence St.—Not open across tracks but included in original petition.

*Exhibit R-24.*

Fulton St.—Under grade crossing.
Harrison St.—Not opened across tracks but included in original petition.
Gouvonor St.—Undergrade crossing.
Tyler St.—Not opened across tracks but included in original petition.
Grand St., Essex St.—Undergrade crossing.
Taylor St.—Not opened across tracks but included in original petition.
Gould Ave.—Grade crossing.
Grove Ave.—Grade crossing.
Crooks Ave.—Grade crossing.

NEWARK BRANCH.

Getty Ave.—Grade crossing.
Main St.—Grade crossing.
Camden St.—Not open across tracks.
Atlantic St.—Not open across tracks.
Pacific St.—Overhead crossing.
Sussex St.—Not open across tracks.
Paxton St.—Not open across tracks. (City now trying to build bridge.)
Dakota St.—Not open across tracks.
Hazel St.—Overhead crossing.

# EXHIBIT R-25.

## ERIE RAILROAD COMPANY.

### A.

### Traffic Record.

Madison Avenue, Paterson, N. J., Saturday, November 29, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 11 | 6 | 1 | 0 | 0 | 0 | 2 | 1 | 0 |
| 6- 7 | 184 | 16 | 7 | 1 | 0 | 4 | 3 | 1 | 0 |
| 7- 8 | 63 | 22 | 4 | 2 | 0 | 7 | 6 | 1 | 0 |
| 8- 9 | 41 | 36 | 7 | 0 | 0 | 4 | 4 | 0 | 0 |
| 9-10 | 31 | 42 | 10 | 1 | 0 | 3 | 3 | 1 | 0 |
| 10-11 | 33 | 45 | 18 | 1 | 0 | 5 | 3 | 0 | 2 |
| 11-12 | 25 | 49 | 13 | 2 | 0 | 4 | 3 | 1 | 0 |
| P.M. | | | | | | | | | |
| 12- 1 | 210 | 38 | 17 | 3 | 2 | 5 | 4 | 1 | 0 |
| 1- 2 | 48 | 33 | 14 | 2 | 1 | 8 | 5 | 1 | 2 |
| 2- 3 | 66 | 46 | 16 | 7 | 2 | 8 | 5 | 2 | 3 |
| 3- 4 | 54 | 48 | 13 | 3 | 1 | 5 | 3 | 0 | 1 |
| 4- 5 | 38 | 44 | 15 | 3 | 1 | 5 | 4 | 0 | 1 |
| 5- 6 | 61 | 21 | 7 | 0 | 1 | 9 | 7 | 0 | 4 |
| 6- 7 | 42 | 7 | 5 | 2 | 0 | 5 | 6 | 0 | 0 |
| 7- 8 | 85 | 7 | 3 | 0 | 0 | 3 | 3 | 1 | 0 |
| 8- 9 | 40 | 6 | 3 | 0 | 0 | 0 | 3 | 1 | 0 |
| 9-10 | 16 | 2 | 3 | 0 | 0 | 0 | 3 | 2 | 0 |
| 10-11 | 36 | 1 | 3 | 0 | 0 | 0 | 2 | 0 | 2 |
| TOTALS | 1084 | 469 | 159 | 27 | 8 | 75 | 69 | 13 | 15 |
| 11-28-13 | 1253 | 389 | 144 | 41 | 2 | 78 | 69 | 12 | 19 |
| 11-29-13 | 1084 | 469 | 159 | 27 | 8 | 75 | 69 | 13 | 15 |
| Average | 1168 | 429 | 151 | 34 | 5 | 76 | 69 | 12 | 17 |

RECORDS TAKEN BY
(5 A.M.-11 P.M.), Wm. J. Gemeinhardt.

*Exhibit R-25.*

# ERIE RAILROAD COMPANY.

## A.

## Traffic Record.

Madison Avenue, Paterson, N. J., Friday, November 28, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 13 | 2 | 0 | 0 | 0 | 1 | 2 | 1 | 0 |
| 6- 7 | 153 | 13 | 2 | 9 | 0 | 7 | 6 | 0 | 1 |
| 7- 8 | 81 | 18 | 6 | 5 | 0 | 4 | 4 | 0 | 0 |
| 8- 9 | 57 | 40 | 7 | 2 | 0 | 6 | 4 | 1 | 1 |
| 9-10 | 23 | 38 | 13 | 0 | 0 | 6 | 4 | 0 | 2 |
| 10-11 | 30 | 34 | 19 | 0 | 0 | 2 | 2 | 0 | 0 |
| 11-12 | 50 | 30 | 11 | 3 | 0 | 2 | 2 | 0 | 0 |
| P.M. | | | | | | | | | |
| 12- 1 | 152 | 29 | 12 | 5 | 0 | 6 | 4 | 2 | 2 |
| 1- 2 | 70 | 32 | 9 | 1 | 0 | 3 | 1 | 1 | 2 |
| 2- 3 | 46 | 36 | 14 | 1 | 0 | 4 | 3 | 1 | 0 |
| 3- 4 | 22 | 41 | 11 | 1 | 0 | 7 | 5 | 1 | 1 |
| 4- 5 | 40 | 31 | 10 | 2 | 0 | 8 | 3 | 1 | 1 |
| 5- 6 | 98 | 14 | 15 | 5 | 1 | 8 | 8 | 2 | 4 |
| 6- 7 | 243 | 24 | 9 | 6 | 1 | 11 | 8 | 0 | 3 |
| 7- 8 | 72 | 4 | 4 | 1 | 0 | 3 | 4 | 0 | 0 |
| 8- 9 | 36 | 2 | 2 | 0 | 0 | 0 | 4 | 1 | 0 |
| 9-10 | 46 | 1 | 0 | 0 | 0 | 0 | 2 | 0 | 0 |
| 10-11 | 21 | 0 | 0 | 0 | 0 | 0 | 3 | 1 | 2 |
| TOTALS | 1253 | 389 | 144 | 41 | 2 | 78 | 69 | 12 | 19 |

RECORDS TAKEN BY

(5 A.M.-11 P.M.), Wm. J. Gemeinhardt.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### B.

### Traffic Record on Straight Street, Paterson, N. J., Thursday, November 13th, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 15 | 2 | 2 | 1 | 0 | 5 | 4 | 1 | 0 |
| 6- 7 | 346 | 4 | 4 | 1 | 0 | 9 | 7 | 0 | 4 |
| 7- 8 | 110 | 21 | 3 | 1 | 1 | 14 | 11 | 0 | 9 |
| 8- 9 | 60 | 27 | 3 | 1 | 0 | 7 | 5 | 1 | 4 |
| 9-10 | 45 | 35 | 14 | 1 | 0 | 11 | 7 | 0 | 7 |
| 10-11 | 40 | 45 | 10 | 0 | 1 | 8 | 3 | 0 | 6 |
| 11-12 | 62 | 38 | 11 | 2 | 0 | 4 | 4 | 0 | 0 |
| P.M. | | | | | | | | | |
| 12- 1 | 385 | 18 | 6 | 4 | 2 | 9 | 3 | 1 | 13 |
| 1- 2 | 63 | 25 | 7 | 0 | 0 | 14 | 4 | 2 | 13 |
| 2- 3 | 66 | 15 | 11 | 1 | 0 | 11 | 4 | 0 | 6 |
| 3- 4 | 80 | 40 | 15 | 0 | 1 | 5 | 4 | 1 | 0 |
| 4- 5 | 87 | 27 | 7 | 0 | 0 | 7 | 5 | 0 | 3 |
| 5- 6 | 120 | 23 | 9 | 3 | 0 | 16 | 8 | 2 | 12 |
| 6- 7 | 443 | 10 | 5 | 0 | 0 | 10 | 13 | 0 | 0 |
| 7- 8 | 89 | 2 | 3 | 1 | 0 | 7 | 6 | 0 | 1 |
| 8- 9 | 41 | 2 | 1 | 1 | 0 | 7 | 5 | 3 | 0 |
| 9-10 | 17 | 3 | 3 | 0 | 0 | 6 | 3 | 0 | 7 |
| 10-11 | 15 | 0 | 1 | 0 | 0 | 4 | 5 | 0 | 2 |
| TOTALS | 2084 | 337 | 115 | 17 | 5 | 154 | 101 | 11 | 87 |
| | | | | | | | | | |
| 11-11-13 | 2114 | 316 | 98 | 26 | 4 | 174 | 99 | 14 | 120 |
| 11-12-13 | 1668 | 300 | 102 | 24 | 3 | 155 | 103 | 8 | 86 |
| 11-13-13 | 2084 | 337 | 115 | 17 | 5 | 154 | 101 | 11 | 87 |
| Average | 1955 | 318 | 105 | 22 | 4 | 161 | 101 | 11 | 98 |

RECORDS TAKEN BY

All Items Except Pedestrians.

(5 A.M.-10 A.M.), (1 P.M.-2 P.M.), (6.30 P.M.-7.30 P.M.), H. B. Davenport. (10 A.M.-1 P.M.), (2 P.M.-6.30 P.M.), (7.30 P.M.-11 P.M.), A. S. Hathaway.

Pedestrians.

(5 A.M.-10 A.M.), (12 M.-2 P.M.), (5 P.M.-7.30 P.M.), H. B. Davenport. (10 A.M.-12 M.), (2 P.M.-5 P.M.), (7.30 P.M.-11 P.M.), A. S. Hathaway.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### B.

### Traffic Record on Straight Street, Paterson, N. J., Wednesday, November 12th, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 21 | 0 | 1 | 1 | 0 | 4 | 4 | 0 | 1 |
| 6- 7 | 223 | 7 | 0 | 0 | 0 | 7 | 6 | 0 | 2 |
| 7- 8 | 93 | 12 | 5 | 2 | 1 | 8 | 11 | 1 | 6 |
| 8- 9 | 27 | 26 | 7 | 0 | 0 | 10 | 5 | 0 | 7 |
| 9-10 | 35 | 31 | 12 | 2 | 0 | 8 | 7 | 0 | 2 |
| 10-11 | 26 | 35 | 12 | 0 | 0 | 10 | 4 | 0 | 7 |
| 11-12 | 62 | 27 | 8 | 1 | 0 | 3 | 4 | 0 | 0 |
| P.M. | | | | | | | | | |
| 12- 1 | 360 | 12 | 9 | 4 | 0 | 9 | 5 | 1 | 14 |
| 1- 2 | 58 | 25 | 8 | 4 | 0 | 12 | 3 | 1 | 9 |
| 2- 3 | 34 | 37 | 6 | 0 | 2 | 15 | 5 | 1 | 7 |
| 3- 4 | 52 | 32 | 7 | 1 | 0 | 8 | 4 | 0 | 5 |
| 4- 5 | 46 | 35 | 7 | 1 | 0 | 14 | 5 | 0 | 10 |
| 5- 6 | 100 | 14 | 9 | 6 | 0 | 10 | 7 | 0 | 7 |
| 6- 7 | 407 | 3 | 3 | 2 | 0 | 9 | 13 | 0 | 0 |
| 7- 8 | 57 | 3 | 2 | 0 | 0 | 6 | 6 | 0 | 1 |
| 8- 9 | 45 | 0 | 3 | 0 | 0 | 8 | 5 | 3 | 2 |
| 9-10 | 16 | 1 | 2 | 0 | 0 | 8 | 5 | 1 | 3 |
| 10-11 | 6 | 0 | 1 | 0 | 0 | 6 | 4 | 0 | 3 |
| TOTALS | 1668 | 300 | 102 | 24 | 3 | 155 | 103 | 8 | 86 |

RECORDS TAKEN BY

Pedestrians.

(5 A.M.-6 A.M.), (10 A.M.-11 A.M.), (2 P.M.-4 P.M.), (8 P.M.-11 P.M.), L. F. Kleen. (7 A.M.-10 A.M.), (11 A.M.-2 P.M.), (4 P.M.-8 P.M.), W. L. Blakeney.

All Items Except Pedestrians.

(5 A.M.-7 A.M.), (8 A.M.-2 P.M.), (4 P.M.-7 P.M.), (9 P.M.-11 P.M.), L. F. Kleen. (7 A.M.-8 A.M.), (2 P.M.-4 P.M.), (7 P.M.-9 P.M.), W. L. Blakeney.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### B.

### Traffic Record on Straight Street, Paterson, N. J., Tuesday, November 11th, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 15 | 0 | 1 | 1 | 0 | 6 | 4 | 2 | 0 |
| 6- 7 | 355 | 3 | 2 | 0 | 0 | 9 | 6 | 1 | 2 |
| 7- 8 | 137 | 15 | 4 | 3 | 1 | 16 | 11 | 0 | 10 |
| 8- 9 | 65 | 30 | 6 | 2 | 0 | 5 | 5 | 0 | 1 |
| 9-10 | 41 | 39 | 3 | 0 | 0 | 10 | 5 | 1 | 2 |
| 10-11 | 35 | 33 | 10 | 1 | 3 | 15 | 3 | 0 | 20 |
| 11-12 | 39 | 35 | 12 | 2 | 0 | 6 | 4 | 0 | 2 |
| P.M. | | | | | | | | | |
| 12- 1 | 433 | 18 | 7 | 6 | 0 | 12 | 4 | 2 | 11 |
| 1- 2 | 40 | 22 | 11 | 1 | 0 | 10 | 5 | 2 | 6 |
| 2- 3 | 39 | 21 | 8 | 1 | 0 | 13 | 4 | 1 | 18 |
| 3- 4 | 120 | 30 | 7 | 3 | 0 | 7 | 4 | 0 | 6 |
| 4- 5 | 73 | 36 | 6 | 1 | 0 | 9 | 5 | 1 | 3 |
| 5- 6 | 152 | 18 | 8 | 1 | 0 | 13 | 8 | 0 | 19 |
| 6- 7 | 438 | 6 | 6 | 4 | 0 | 9 | 11 | 0 | 0 |
| 7- 8 | 60 | 3 | 6 | 0 | 0 | 9 | 7 | 1 | 1 |
| 8- 9 | 27 | 1 | 1 | 0 | 0 | 6 | 5 | 2 | 0 |
| 9-10 | 29 | 5 | 0 | 0 | 0 | 9 | 3 | 0 | 10 |
| 10-11 | 16 | 1 | 0 | 0 | 0 | 10 | 5 | 1 | 9 |
| TOTALS | 2114 | 316 | 98 | 26 | 4 | 174 | 99 | 14 | 120 |

RECORD TAKEN BY

All Items Except Gates, Trains and Pedestrians.

(5 A.M.-9 A.M.), (11 A.M.-3 P.M.), (4 P.M.-8 P.M.), (9 P.M.-11 P.M.), H. B. Davenport. (9 A.M.-11 A.M.), (3 P.M.-4 P.M.), (8 P.M.-9 P.M.), Robt. Hoppen, Jr.

Pedestrian, Gates and Trains.

(5 A.M.-7 A.M.), (9 A.M.-2 P.M.), (3 P.M.-7 P.M.), Robt. Hoppen, Jr. (7 A.M.-9 A.M.), (2 P.M.-3 P.M.), (7 P.M.-11 P.M.), H. B. Davenport.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### B.

### Traffic Record on Clay Street, Paterson, N. J., Thursday, November 13th, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 25 | 7 | 0 | 1 | 0 | 5 | 4 | 1 | 0 |
| 6- 7 | 491 | 12 | 2 | 3 | 0 | 9 | 7 | 0 | 4 |
| 7- 8 | 116 | 26 | 2 | 0 | 0 | 14 | 11 | 0 | 9 |
| 8- 9 | 111 | 25 | 3 | 1 | 0 | 7 | 5 | 1 | 4 |
| 9-10 | 64 | 40 | 9 | 2 | 0 | 11 | 7 | 0 | 7 |
| 10-11 | 75 | 39 | 3 | 1 | 0 | 8 | 3 | 0 | 6 |
| 11-12 | 59 | 65 | 8 | 3 | 2 | 4 | 4 | 0 | 0 |
| P.M. | | | | | | | | | |
| 12- 1 | 588 | 18 | 5 | 2 | 0 | 9 | 3 | 1 | 13 |
| 1- 2 | 89 | 32 | 5 | 1 | 0 | 14 | 4 | 2 | 13 |
| 2- 3 | 98 | 35 | 7 | 1 | 0 | 11 | 4 | 0 | 6 |
| 3- 4 | 135 | 40 | 2 | 5 | 0 | 5 | 4 | 1 | 0 |
| 4- 5 | 134 | 36 | 10 | 7 | 0 | 7 | 5 | 0 | 3 |
| 5- 6 | 144 | 22 | 5 | 2 | 0 | 16 | 8 | 2 | 12 |
| 6- 7 | 504 | 9 | 4 | 2 | 1 | 10 | 13 | 0 | 0 |
| 7- 8 | 160 | 3 | 0 | 2 | 1 | 7 | 6 | 0 | 1 |
| 8- 9 | 123 | 1 | 0 | 0 | 1 | 7 | 5 | 3 | 0 |
| 9-10 | 86 | 0 | 0 | 2 | 0 | 6 | 3 | 0 | 7 |
| 10-11 | 33 | 0 | 0 | 1 | 0 | 4 | 5 | 0 | 2 |
| TOTALS | 3035 | 410 | 65 | 36 | 5 | 154 | 101 | 11 | 87 |
| 11-11-13 | 2838 | 407 | 75 | 32 | 3 | 174 | 99 | 14 | 120 |
| 11-12-13 | 2962 | 447 | 59 | 27 | 5 | 155 | 97 | 8 | 86 |
| 11-13-13 | 3035 | 410 | 65 | 36 | 5 | 154 | 101 | 11 | 87 |
| Average | 2945 | 421 | 66 | 32 | 4 | 161 | 99 | 11 | 98 |

RECORDS TAKEN BY

All items except Pedestrians.

(5 A.M.-10 A.M.), (1 P.M.-2 P.M.), (6.30 P.M.-7.30 P.M.), H. B. Davenport. (10 A.M.-1 P.M.), (2 P.M.-6.30 P.M.), (7.30 P.M.-11 P.M.), A. S. Hathaway.

Pedestrians.

(5 A.M.-10 A.M.), (12 M.-2 P.M.), (5 P.M.-7.30 P.F.), H. B. Davenport. (10 A.M.-12 M.), (2 P.M.-5 P.M.), (7.30 P.M.-11 P.M.), A. S. Hathaway.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### B.

### Traffic Record on Clay Street, Paterson, N. J., Tuesday, November 11th, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 26 | 9 | 0 | 2 | 0 | 6 | 4 | 2 | 0 |
| 6- 7 | 450 | 9 | 0 | 3 | 0 | 9 | 6 | 1 | 2 |
| 7- 8 | 113 | 21 | 0 | 0 | 0 | 16 | 11 | 0 | 10 |
| 8- 9 | 110 | 29 | 9 | 1 | 0 | 5 | 5 | 0 | 1 |
| 9-10 | 52 | 46 | 5 | 2 | 0 | 10 | 5 | 1 | 2 |
| 10-11 | 51 | 46 | 8 | 3 | 0 | 15 | 3 | 0 | 20 |
| 11-12 | 67 | 47 | 8 | 1 | 0 | 6 | 4 | 0 | 2 |
| P.M. | | | | | | | | | |
| 12- 1 | 591 | 21 | 10 | 5 | 0 | 12 | 4 | 2 | 11 |
| 1- 2 | 106 | 34 | 8 | 1 | 2 | 10 | 5 | 2 | 6 |
| 2- 3 | 84 | 31 | 6 | 3 | 0 | 13 | 4 | 1 | 18 |
| 3- 4 | 115 | 41 | 3 | 1 | 0 | 7 | 4 | 0 | 6 |
| 4- 5 | 80 | 42 | 5 | 2 | 0 | 9 | 5 | 1 | 3 |
| 5- 6 | 132 | 26 | 5 | 3 | 0 | 13 | 8 | 0 | 19 |
| 6- 7 | 509 | 5 | 2 | 3 | 1 | 9 | 11 | 0 | 0 |
| 7- 8 | 153 | 0 | 2 | 2 | 0 | 9 | 7 | 1 | 1 |
| 8- 9 | 83 | 0 | 3 | 0 | 0 | 6 | 5 | 2 | 0 |
| 9-10 | 72 | 0 | 1 | 0 | 0 | 9 | 3 | 0 | 10 |
| 10-11 | 44 | 0 | 0 | 0 | 0 | 10 | 5 | 1 | 9 |
| TOTALS | 2838 | 407 | 75 | 32 | 3 | 174 | 99 | 14 | 120 |

RECORDS TAKEN BY

All Items Except Trains and Gates Including Pedestrians.

(5 A.M. to 9 A.M.), (11 A.M. to 3 P.M.), (4 P.M. to 8 P.M.), (9 P.M. to 11 P.M.), H. B. Davenport. (9 A.M. to 11 A.M.), (3 P.M. to 4 P.M.), (8 P.M. to 9 P.M.), Robt Hoppen, Jr.

Trains and Gates.

(5 A.M. to 7 A.M.), (9 A.M. to 2 P.M.), (3 P.M. to 7 P.M.), Robt. Hoppen, Jr. (7 A.M. to 9 A.M.), (2 P.M. to 3 P.M.), (7 P.M. to 11 P.M.), H. B. Davenport.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### B.

### Traffic Record on Clay Street, Paterson, N. J., Wednesday, November 12th, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 1 | 6 | 0 | 1 | 0 | 4 | 4 | 0 | 1 |
| 6- 7 | 390 | 10 | 0 | 1 | 0 | 7 | 6 | 0 | 2 |
| 7- 8 | 127 | 25 | 0 | 2 | 1 | 8 | 11 | 1 | 6 |
| 8- 9 | 76 | 25 | 10 | 0 | 0 | 10 | 5 | 0 | 7 |
| 9-10 | 64 | 38 | 3 | 1 | 2 | 8 | 7 | 0 | 2 |
| 10-11 | 47 | 43 | 5 | 1 | 0 | 10 | 4 | 0 | 7 |
| 11-12 | 62 | 49 | 6 | 2 | 0 | 3 | 4 | 0 | 0 |
| P.M. | | | | | | | | | |
| 12- 1 | 603 | 20 | 2 | 4 | 0 | 9 | 5 | 1 | 14 |
| 1- 2 | 98 | 27 | 6 | 2 | 1 | 12 | 3 | 1 | 9 |
| 2- 3 | 73 | 54 | 10 | 2 | 0 | 5 | 5 | 1 | 7 |
| 3- 4 | 110 | 25 | 2 | 3 | 0 | 8 | 4 | 0 | 5 |
| 4- 5 | 274 | 90 | 6 | 3 | 0 | 14 | 5 | 0 | 10 |
| 5- 6 | 146 | 22 | 4 | 2 | 1 | 10 | 7 | 0 | 7 |
| 6- 7 | 446 | 8 | 3 | 1 | 0 | 9 | 13 | 0 | 0 |
| 7- 8 | 220 | 2 | 0 | 1 | 0 | 6 | 6 | 0 | 1 |
| 8- 9 | 82 | 8 | 2 | 0 | 0 | 8 | 5 | 3 | 2 |
| 9-10 | 81 | 3 | 0 | 0 | 0 | 8 | 5 | 1 | 3 |
| 10-11 | 62 | 0 | 0 | 1 | 0 | 6 | 4 | 0 | 3 |
| TOTALS | 2962 | 447 | 59 | 27 | 5 | 155 | 97 | 8 | 86 |

RECORDS TAKEN BY

All Items Except Pedestrians.

(5 A.M.-7 A.M.), (8 A.M.-2 P.M.), (4 P.M.-7 P.M.), (9 P.M.-11 P.M.), L. F. Kleen. (7 A.M.-8 A.M.), (2 P.M.-4 P.M.), (7 P.M.-9 P.M.), W. L. Blakeney.

Pedestrians.

(5 A.M.-6 A.M.), (9 A.M.-11 A.M.), (2 P.M.-4 P.M.), (9 P.M.-11 P.M.), L. F. Kleen. (6 A.M.-9 A.M.), (11 A.M.-2 P.M.), (4 P.M.-9 P.M.), W. L. Blakeney.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### C.

### Traffic Record on Cedar Street, Paterson, N. J., Saturday, November 29th, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 32 | 2 | 0 | 0 | 0 | 7 | 5 | 0 | 5 |
| 6- 7 | 383 | 3 | 0 | 0 | 0 | 9 | 6 | 0 | 4 |
| 7- 8 | 130 | 22 | 1 | 0 | 0 | 12 | 12 | 0 | 4 |
| 8- 9 | 75 | 33 | 4 | 1 | 0 | 11 | 4 | 0 | 8 |
| 9-10 | 147 | 50 | 1 | 0 | 0 | 14 | 5 | 0 | 10 |
| 10-11 | 67 | 42 | 3 | 0 | 0 | 7 | 3 | 0 | 4 |
| 11-12 | 124 | 53 | 5 | 0 | 0 | 6 | 3 | 0 | 4 |
| P.M. | | | | | | | | | |
| 12- 1 | 465 | 27 | 4 | 0 | 0 | 11 | 5 | 1 | 8 |
| 1- 2 | 110 | 32 | 1 | 3 | 0 | 6 | 4 | 0 | 3 |
| 2- 3 | 144 | 33 | 0 | 1 | 1 | 12 | 8 | 2 | 6 |
| 3- 4 | 152 | 37 | 1 | 0 | 0 | 7 | 6 | 0 | 3 |
| 4- 5 | 133 | 23 | 3 | 1 | 0 | 6 | 5 | 0 | 1 |
| 5- 6 | 80 | 10 | 1 | 0 | 0 | 12 | 6 | 1 | 8 |
| 6- 7 | 62 | 8 | 1 | 0 | 0 | 9 | 6 | 0 | 2 |
| 7- 8 | 82 | 4 | 0 | 0 | 0 | 8 | 6 | 0 | 2 |
| 8- 9 | 44 | 2 | 0 | 0 | 0 | 7 | 5 | 0 | 2 |
| 9-10 | 26 | 3 | 0 | 0 | 0 | 8 | 2 | 1 | 7 |
| 10-11 | 10 | 1 | 0 | 0 | 0 | 9 | 4 | 0 | 5 |
| TOTALS | 2266 | 385 | 25 | 6 | 1 | 161 | 95 | 5 | 86 |

RECORDS TAKEN BY

(5 A.M. to 7 P.M.), (7.50 P.M. to 11 P.M.), A. S. Hathaway. (7 P.M. to 7.50 P.M.), C. R. Myers.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 11-28-13 | 2399 | 345 | 24 | 8 | 0 | 166 | 101 | 6 | 82 |
| 11-29-13 | 2266 | 385 | 25 | 6 | 1 | 161 | 95 | 5 | 86 |
| Average | 2332 | 365 | 24 | 7 | 1 | 163 | 98 | 6 | 84 |

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### C.

### Traffic Record on Cedar Street, Paterson, N. J., Friday, November 28th, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 32 | 3 | 0 | 0 | 0 | 3 | 4 | 0 | 0 |
| 6- 7 | 430 | 6 | 0 | 2 | 0 | 10 | 8 | 0 | 3 |
| 7- 8 | 122 | 22 | 1 | 2 | 0 | 13 | 8 | 0 | 8 |
| 8- 9 | 93 | 31 | 2 | 0 | 0 | 8 | 8 | 1 | 2 |
| 9-10 | 71 | 42 | 6 | 0 | 0 | 4 | 4 | 0 | 0 |
| 10-11 | 74 | 47 | 4 | 0 | 0 | 9 | 4 | 0 | 5 |
| 11-12 | 90 | 48 | 1 | 0 | 0 | 5 | 4 | 0 | 1 |
| P.M. | | | | | | | | | |
| 12- 1 | 567 | 13 | 1 | 1 | 0 | 11 | 3 | 1 | 7 |
| 1- 2 | 113 | 24 | 2 | 0 | 0 | 15 | 4 | 1 | 11 |
| 2- 3 | 39 | 28 | 2 | 0 | 0 | 12 | 4 | 0 | 11 |
| 3- 4 | 70 | 24 | 1 | 1 | 0 | 12 | 7 | 1 | 4 |
| 4- 5 | 98 | 37 | 2 | 0 | 0 | 13 | 5 | 0 | 9 |
| 5- 6 | 113 | 13 | 1 | 1 | 0 | 12 | 8 | 0 | 3 |
| 6- 7 | 360 | 5 | 0 | 1 | 0 | 11 | 11 | 0 | 0 |
| 7- 8 | 60 | 1 | 1 | 0 | 0 | 8 | 6 | 0 | 2 |
| 8- 9 | 42 | 1 | 0 | 0 | 0 | 6 | 6 | 1 | 0 |
| 9-10 | 21 | 0 | 0 | 0 | 0 | 7 | 2 | 0 | 8 |
| 10-11 | 4 | 0 | 0 | 0 | 0 | 7 | 5 | 1 | 8 |
| TOTALS | 2399 | 345 | 24 | 8 | 0 | 166 | 101 | 6 | 82 |

RECORDS TAKEN BY

(5 A.M. to 7.30 P. M.), (8.30 P. M. to 11 P. M.), A. S. Hathaway. (7.30 P.M. to 8.30 P.M.), C. R. Myers.

*Exhibit R-25.*

# ERIE RAILROAD COMPANY.

## D.

## Traffic Record.

## Market Street, Paterson, N. J., Saturday, November 8, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | | |
| 5- 6 | 285 | 4 | 13 | 1 | 2 | 0 | 4 | 5 | 0 | 6 |
| 6- 7 | 1670 | 24 | 31 | 10 | 24 | 1 | 7 | 6 | 0 | 0 |
| 7- 8 | 1490 | 30 | 121 | 30 | 30 | 1 | 13 | 11 | 0 | 1 |
| 8- 9 | 1270 | 33 | 161 | 91 | 24 | 1 | 10 | 5 | 1 | 3 |
| 9-10 | 1258 | 37 | 150 | 99 | 18 | 1 | 9 | 5 | - 0 | 3 |
| 10-11 | 1080 | 34 | 166 | 98 | 7 | 1 | 9 | 3 | 0 | 4 |
| 11-12 | 1385 | 28 | 161 | 114 | 24 | 1 | 13 | 6 | 1 | 8 |
| P.M. | | | | | | | | | | |
| 12- 1 | 3060 | 36 | 118 | 102 | 40 | 2 | 6 | 3 | 1 | 4 |
| 1- 2 | 2000 | 40 | 126 | 88 | 23 | 2 | 14 | 6 | 1 | 5 |
| 2- 3 | 2000 | 35 | 101 | 90 | 24 | 3 | 13 | 8 | 0 | 6 |
| 3- 4 | 2590 | 40 | 130 | 98 | 22 | 1 | 16 | 7 | 2 | 8 |
| 4- 5 | 2225 | 40 | 69 | 82 | 26 | 6 | 15 | 5 | 0 | 11 |
| 5- 6 | 3140 | 35 | 75 | 79 | 22 | 2 | 13 | 7 | 2 | 2 |
| 6- 7 | 2050 | 32 | 37 | 59 | 7 | 10 | 11 | 8 | 0 | 0 |
| 7- 8 | 2004 | 41 | 35 | 33 | 5 | 0 | 13 | 7 | 0 | 1 |
| 8- 9 | 2775 | 29 | 16 | 37 | 3 | 0 | 15 | 6 | 2 | 3 |
| 9-10 | 2292 | 26 | 16 | 32 | 2 | 0 | 5 | 7 | 1 | 0 |
| 10-11 | 1570 | 29 | 14 | 27 | 0 | 0 | 6 | 4 | 1 | 0 |
| TOTALS | 33144 | 570 | 1536 | 1170 | 303 | 22 | 181 | 109 | 12 | 65 |

RECORDS TAKEN BY

(5 A.M.-8.30 A.M.), (9.15 A.M.-3.30 P.M.), (7 P.M.-11 P.M.), Robt. Hoppen, Jr. (8.30 A.M.-9.15 A.M.), (3.30 P.M.-7 P.M.), L. F. Kleen.

Two Books.

(5 A.M.-9 A. M.), (10 A.M.-2.30), W. L. Blakeney. (9 A.M.-10 A.M.), (3.30 P.M.-7.30 P.M.), (8 P.M.-11 P.M.), H. B. Davenport. (2.30 P.M.-3 P.M.), L. F. Kleen. (7.30 P.M.-8 P.M.), Robt. Hoppen, Jr.

Passenger Trains, Freight Trains, Drill Engines, Gates and Trolley Cars.

(5 A.M.-5 P.M.), (8 P.M.-9 P.M.), L. F. Kleen. (5 P.M.-8 P.M.), H. B. Davenport. (9 P.M.-11 P.M.), W. L. Blakeney.

Horse Vehicles, Autos, Bicycles, Motorcycles.

(5 A.M.-2 P.M.), (7 P.M.-7.45 P.M.), H. B. Davenport (2 P.M.-7 P.M.), (7.45 P.M.-11 P.M.), W. L. Blakeney.

| | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|---|
| 11-5-13 | 28363 | 553 | 1608 | 1453 | 509 | 46 | 196 | 102 | 17 | 59 |
| 11-6-13 | 30389 | 563 | 1574 | 1500 | 476 | 85 | 187 | 100 | 9 | 53 |
| 11-8-13 | 33144 | 570 | 1536 | 1170 | 303 | 22 | 181 | 109 | 12 | 65 |
| Average | 30932 | 592 | 1573 | 1374 | 429 | 51 | 188 | 103 | 13 | 59 |

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### D.

### Traffic Record.

### Market Street, Paterson, N. J., Wednesday, November 5, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | | |
| 5- 6 | 235 | 3 | 17 | 0 | 3 | 0 | 12 | 5 | 1 | 5 |
| 6- 7 | 1710 | 26 | 38 | 14 | 37 | 3 | 8 | 5 | 3 | 0 |
| 7- 8 | 1416 | 30 | 118 | 32 | 30 | 1 | 13 | 12 | 1 | 0 |
| 8- 9 | 1760 | 32 | 147 | 113 | 34 | 3 | 11 | 5 | 1 | 1 |
| 9-10 | 900 | 32 | 135 | 98 | 21 | 2 | 14 | 6 | 0 | 4 |
| 10-11 | 880 | 33 | 183 | 122 | 20 | 2 | 10 | 3 | 0 | 5 |
| 11-12 | 1100 | 31 | 175 | 113 | 30 | 0 | 12 | 5 | 1 | 5 |
| P.M. | | | | | | | | | | |
| 12- 1 | 3100 | 36 | 97 | 147 | 114 | 11 | 11 | 3 | 0 | 6 |
| 1- 2 | 1400 | 31 | 112 | 130 | 31 | 4 | 10 | 6 | 1 | 6 |
| 2- 3 | 1312 | 34 | 150 | 123 | 28 | 1 | 9 | 3 | 1 | 7 |
| 3- 4 | 1730 | 35 | 100 | 90 | 50 | 5 | 7 | 5 | 2 | 0 |
| 4- 5 | 1760 | 37 | 150 | 110 | 40 | 5 | 10 | 5 | 0 | 1 |
| 5- 6 | 2150 | 44 | 100 | 100 | 30 | 3 | 17 | 8 | 1 | 10 |
| 6- 7 | 2790 | 43 | 50 | 89 | 31 | 5 | 20 | 13 | 0 | 0 |
| 7- 8 | 2210 | 29 | 17 | 53 | 6 | 0 | 15 | 5 | 2 | 4 |
| 8- 9 | 1670 | 28 | 9 | 56 | 2 | 0 | 15 | 6 | 1 | 3 |
| 9-10 | 1350 | 24 | 7 | 37 | 0 | 1 | 4 | 3 | 1 | 0 |
| 10-11 | 960 | 25 | 3 | 26 | 2 | 0 | 8 | 4 | 1 | 2 |
| TOTALS | 28363 | 553 | 1608 | 1453 | 509 | 46 | 196 | 102 | 17 | 59 |

RECORDS TAKEN BY

Passenger Trains, Freight Trains, Drill Engines, Gates and Trolley Cars.

(5 A.M.-10.30 A.M.), L. F. Kleen. (10.30 A.M.-2.00 P.M.), Robt. Hoppen, Jr. (2 P.M.-7 P.M.), (8 P.M.-11 P.M.), H. B. Davenport. (7 P.M.-8 P.M.), A. S. Hathaway.

Pedestrians.

(5 A.M.-2 P.M.), (8 P.M.-11 P.M.), W. L. Blakeney. (2 P.M.-8 P.M.), H. B. Davenport. (5 A.M.-1.20 P.M.), (1.55 P.M.-7 P.M.), (7.55 P.M.-11 P.M.), Robt. Hoppen, Jr., (1.20 P.M.-1.55 P.M.), (7 P.M.-7.55 P.M.), L. F. Kleen.

Automobiles, Horse Vehicles, Bicycles, Motorcycles.

(5 A.M.-9 A.M.), (10 A.M.-2 P.M.), H. B. Davenport. (9 A.M.-10 A.M.), (2 P.M.-8 P.M.), (9 P.M.-11 P.M.), W. L. Blakeney. (8 P.M.-9 P.M.), A. S. Hathaway.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### D.

### Traffic Record.

### Market Street, Paterson, N. J., Thursday, November 6, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | | |
| 5- 6 | 222 | 3 | 23 | 3 | 2 | 0 | 11 | 6 | 0 | 6 |
| 6- 7 | 1800 | 27 | 38 | 9 | 28 | 2 | 9 | 3 | 1 | 7 |
| 7- 8 | 1340 | 33 | 131 | 39 | 20 | 2 | 14 | 10 | 1 | 0 |
| 8 -9 | 2000 | 30 | 150 | 113 | 52 | 1 | 8 | 5 | 0 | 1 |
| 9-10 | 860 | 32 | 120 | 85 | 20 | 2 | 5 | 6 | 0 | 6 |
| 10-11 | 964 | 33 | 134 | 114 | 15 | 4 | 8 | 2 | 0 | 7 |
| 11-12 | 1170 | 33 | 137 | 109 | 38 | 2 | 9 | 5 | 2 | 2 |
| P.M. | | | | | | | | | | |
| 12- 1 | 3380 | 32 | 102 | 141 | 101 | 14 | 8 | 5 | 0 | 4 |
| 1- 2 | 1630 | 38 | 122 | 103 | 40 | 5 | 9 | 3 | 2 | 3 |
| 2- 3 | 1290 | 33 | 132 | 104 | 33 | 10 | 12 | 4 | 0 | 7 |
| 3- 4 | 1910 | 38 | 130 | 115 | 64 | 5 | 7 | 4 | 0 | 1 |
| 4- 5 | 1840 | 33 | 138 | 123 | 61 | 9 | 9 | 5 | 1 | 0 |
| 5- 6 | 2250 | 42 | 130 | 131 | 50 | 3 | 16 | 7 | 1 | 8 |
| 6- 7 | 2100 | 48 | 64 | 84 | 32 | 6 | 21 | 13 | 0 | 0 |
| 7- 8 | 2760 | 32 | 11 | 62 | 11 | 7 | 12 | 7 | 0 | 4 |
| 8- 9 | 2243 | 28 | 5 | 62 | 5 | 5 | 11 | 5 | 0 | 3 |
| 9-10 | 1700 | 29 | 3 | 64 | 4 | 4 | 3 | 7 | 0 | 0 |
| 10-11 | 930 | 19 | 4 | 39 | 0 | 4 | 5 | 3 | 1 | 0 |
| TOTALS | 30389 | 563 | 1574 | 1500 | 476 | 85 | 187 | 100 | 9 | 53 |

RECORDS TAKEN BY

Pedestrians.

(5 A.M.-6 A.M.), (7 A.M.-2 P.M.), W. L. Blakeney. (6 A.M.-7 A.M.), (2 P.M.-7.50 P.M.), H. B. Davenport. (5 A.M.-8.30 A.M.), (9.30 A.M.-2 P.M.), (3 P.M.-7 P.M.), L. F. Kleen. (8.30 A.M.-9.30 A.M.), (2 P.M.-3 P.M.), Robt. Hoppen, Jr. (7 P.M.-11 P.M.), A. S. Hathaway.

Passenger Trains, Freight Trains, Drill Engines, Gates and Trolley Cars.

(5 A.M.-7 A.M.), (1.30 P.M.-2 P.M.), (7 P.M.-11 P.M.), H. B. Davenport. (7 A.M.-1.30 P.M.), (2 P.M.-7 P.M.), Robt. Hoppen, Jr.

Horse Vehicles, Autos, Bicycles, Motorcycles.

(5 A.M.-6 A.M.), (3.15 P.M.-7 P.M.), W. L. Blakeney. (6 A.M.-2 P.M.), (7 P.M.-11 P.M.), H. B. Davenport. (2 P.M.-3.15 P.M.), Robt. Hoppen, Jr.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### E.

### Traffic Record.

### Ellison Street, Paterson, N. J., Saturday, November 29, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | |
| 5- 6 | 17 | 6 | 0 | 0 | 7 | 6 | 0 | 1 |
| 6- 7 | 205 | 6 | 2 | 0 | 7 | 5 | 1 | 0 |
| 7- 8 | 196 | 48 | 2 | 0 | 11 | 10 | 0 | 0 |
| 8- 9 | 301 | 45 | 2 | 1 | 7 | 5 | 1 | 2 |
| 9-10 | 191 | 48 | 5 | 1 | 7 | 6 | 0 | 0 |
| 10-11 | 160 | 47 | 2 | 2 | 3 | 2 | 0 | 1 |
| 11-12 | 330 | 72 | 16 | 2 | 9 | 5 | 1 | 5 |
| P.M. | | | | | | | | |
| 12- 1 | 480 | 43 | 6 | 0 | 6 | 5 | 0 | 3 |
| 1- 2 | 254 | 47 | 12 | 2 | 5 | 5 | 0 | 1 |
| 2- 3 | 271 | 43 | 7 | 4 | 10 | 8 | 2 | 0 |
| 3- 4 | 275 | 44 | 13 | 5 | 6 | 5 | 0 | 2 |
| 4- 5 | 300 | 41 | 3 | 4 | 4 | 5 | 0 | 2 |
| 5- 6 | 189 | 26 | 4 | 0 | 9 | 8 | 1 | 1 |
| 6- 7 | 254 | 15 | 1 | 3 | 8 | 8 | 0 | 0 |
| 7- 8 | 264 | 5 | 1 | 0 | 7 | 7 | 0 | 0 |
| 8- 9 | 282 | 4 | 1 | 0 | 7 | 6 | 1 | 0 |
| 9-10 | 242 | 2 | 2 | 0 | 3 | 2 | 1 | 0 |
| 10-11 | 203 | 0 | 0 | 0 | 5 | 4 | 1 | 0 |
| TOTALS | 4414 | 542 | 79 | 24 | 121 | 102 | 9 | 18 |
| 11-28-13 | 3828 | 693 | 140 | 39 | 120 | 105 | 7 | 24 |
| 11-29-13 | 4414 | 542 | 79 | 24 | 121 | 102 | 9 | 18 |
| Average | 4121 | 617 | 109 | 31 | 120 | 103 | 8 | 21 |

RECORDS TAKEN BY

(5 A.M.-4 P.M.), (5 P.M.-11 P.M.), B. S. Brameld. (4 P.M.-5 P.M.), C. R. Myers.

*Exhibit R-25.*

# ERIE RAILROAD COMPANY.

## E.

## Traffic Record on Ellison St., Paterson, N. J., Friday, November 28th, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drills Engine |
|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | |
| 5- 6 | 25 | 5 | 0 | 1 | 5 | 4 | 1 | 0 |
| 6- 7 | 190 | 7 | 0 | 5 | 6 | 7 | 0 | 0 |
| 7- 8 | 206 | 46 | 1 | 2 | 9 | 9 | 0 | 0 |
| 8- 9 | 167 | 73 | 9 | 4 | 9 | 7 | 1 | 1 |
| 9-10 | 176 | 96 | 21 | 2 | 5 | 5 | 0 | 0 |
| 10-11 | 204 | 55 | 17 | 0 | 3 | 3 | 0 | 0 |
| 11-12 | 218 | 58 | 11 | 1 | 8 | 6 | 1 | 3 |
| P.M. | | | | | | | | |
| 12- 1 | 592 | 56 | 8 | 6 | 5 | 4 | 0 | 1 |
| 1- 2 | 218 | 47 | 12 | 2 | 8 | 5 | 1 | 6 |
| 2- 3 | 217 | 58 | 13 | 2 | 7 | 4 | 0 | 6 |
| 3- 4 | 203 | 40 | 19 | 3 | 10 | 6 | 1 | 2 |
| 4- 5 | 218 | 61 | 11 | 7 | 4 | 5 | 0 | 0 |
| 5- 6 | 425 | 37 | 6 | 1 | 8 | 9 | 0 | 4 |
| 6- 7 | 300 | 26 | 8 | 3 | 10 | 11 | 0 | 0 |
| 7- 8 | 188 | 13 | 2 | 0 | 7 | 7 | 0 | 0 |
| 8- 9 | 87 | 3 | 1 | 0 | 7 | 6 | 0 | 1 |
| 9-10 | 88 | 10 | 1 | 0 | 2 | 2 | 0 | 0 |
| 10-11 | 106 | 2 | 0 | 0 | 7 | 5 | 2 | 0 |
| TOTALS | 3828 | 693 | 140 | 39 | 120 | 105 | 7 | 24 |

RECORDS TAKEN BY

(5 A.M.-3 P.M.), B. S. Brameld. (3 P.M.-4 P.M.), C. R. Myers. (4 P.M.-10 P.M.), B. S. Brameld. (6 P.M.-8 P.M.), W. L. Blakeney. (8 P.M.-11 P.M.), B. S. Brameld.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### F.

### Traffic Record on Van Houten Street, Paterson, N. J., Saturday, November 29th, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 12 | 3 | 0 | 0 | 0 | 7 | 5 | 1 | 1 |
| 6- 7 | 160 | 12 | 0 | 3 | 0 | 7 | 5 | 1 | 1 |
| 7- 8 | 170 | 35 | 4 | 5 | 0 | 11 | 12 | 0 | 0 |
| 8- 9 | 125 | 39 | 18 | 4 | 0 | 7 | 5 | 1 | 1 |
| 9-10 | 87 | 42 | 28 | 9 | 0 | 7 | 6 | 0 | 0 |
| 10-11 | 120 | 44 | 38 | 8 | 0 | 3 | 2 | 0 | 1 |
| 11-12 | 270 | 37 | 31 | 9 | 0 | 8 | 6 | 0 | 2 |
| P.M. | | | | | | | | | |
| 12- 1 | 266 | 41 | 43 | 17 | 1 | 5 | 5 | 0 | 0 |
| 1- 2 | 190 | 32 | 45 | 16 | 1 | 5 | 5 | 0 | 1 |
| 2- 3 | 180 | 36 | 41 | 14 | 2 | 10 | 8 | 2 | 0 |
| 3- 4 | 140 | 35 | 37 | 14 | 3 | 7 | 6 | 0 | 0 |
| 4- 5 | 193 | 39 | 50 | 19 | 3 | 6 | 5 | 0 | 0 |
| 5- 6 | 112 | 11 | 29 | 4 | 1 | 10 | 8 | 1 | 1 |
| 6- 7 | 130 | 10 | 16 | 5 | 1 | 8 | 8 | 0 | 0 |
| 7- 8 | 153 | 9 | 17 | 3 | 0 | 8 | 7 | 1 | 0 |
| 8- 9 | 155 | 3 | 18 | 0 | 0 | 5 | 5 | 1 | 0 |
| 9-10 | 88 | 4 | 15 | 1 | 0 | 4 | 3 | 1 | 0 |
| 10-11 | 133 | 2 | 10 | 2 | 1 | 5 | 4 | 1 | 0 |
| TOTALS | 2684 | 434 | 440 | 133 | 13 | 123 | 105 | 10 | 8 |
| 11-28-13 | 2674 | 367 | 293 | 88 | 4 | 118 | 102 | 8 | 10 |
| 11-29-13 | 2684 | 434 | 440 | 133 | 13 | 123 | 105 | 10 | 8 |
| Average | 2679 | 400 | 366 | 110 | 8 | 120 | 103 | 9 | 9 |

RECORDS TAKEN BY

(5 A.M. to 8.30 A.M.), (9.30 A.M. to 5.30 P.M.), (6.30 P.M. to 11 P.M.), M. L. Zabriskie. (8.30 A.M. to 9.30 A.M.), T. C. Brameld. (5.30 P.M. to 6.30 P.M.), H. B. Davenport.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### F.

### Traffic Record on Van Houten Street, Paterson, N. J., Friday, November 28th, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 10 | 2 | 0 | 0 | 0 | 5 | 4 | 1 | 0 |
| 6- 7 | 188 | 11 | 2 | 7 | 1 | 7 | 7 | 0 | 0 |
| 7- 8 | 157 | 39 | 5 | 13 | 0 | 9 | 9 | 0 | 0 |
| 8- 9 | 145 | 57 | 19 | 10 | 0 | 9 | 7 | 1 | 1 |
| 9-10 | 110 | 25 | 19 | 5 | 1 | 5 | 5 | 0 | 0 |
| 10-11 | 98 | 35 | 25 | 2 | 0 | 3 | 3 | 0 | 0 |
| 11-12 | 136 | 31 | 30 | 8 | 0 | 7 | 6 | 1 | 1 |
| P.M. | | | | | | | | | |
| 12- 1 | 420 | 27 | 26 | 10 | 1 | 5 | 4 | 0 | 1 |
| 1- 2 | 174 | 15 | 26 | 1 | 0 | 7 | 3 | 1 | 3 |
| 2- 3 | 133 | 35 | 30 | 3 | 0 | 5 | 3 | 1 | 1 |
| 3- 4 | 85 | 31 | 26 | 6 | 1 | 9 | 6 | 1 | 2 |
| 4- 5 | 170 | 28 | 22 | 8 | 0 | 5 | 5 | 0 | 0 |
| 5- 6 | 146 | 19 | 23 | 4 | 0 | 9 | 8 | 0 | 1 |
| 6- 7 | 294 | 4 | 12 | 10 | 0 | 11 | 13 | 0 | 0 |
| 7- 8 | 120 | 3 | 6 | 1 | 0 | 6 | 6 | 0 | 0 |
| 8- 9 | 134 | 4 | 11 | 0 | 0 | 7 | 6 | 0 | 0 |
| 9-10 | 50 | 0 | 5 | 0 | 0 | 2 | 2 | 0 | 0 |
| 10-11 | 104 | 1 | 6 | 0 | 0 | 7 | 5 | 2 | 0 |
| TOTALS | 2674 | 367 | 293 | 88 | 4 | 118 | 102 | 8 | 10 |

RECORDS TAKEN BY

(5 A.M. to 1.50 P.M.), (5 P.M. to 6 P.M.), H. B. Davenport. (1.30 P.M. to 5 P.M.), (6 P.M. to 11 P.M.), M. L. Zabriskie.

New Jersey State Library

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### G.

### Traffic Record.

### Broadway, Paterson, N. J., Thursday, November 13, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | | |
| 5- 6 | 36 | 5 | 9 | 1 | 2 | 0 | 9 | 6 | 0 | 2 |
| 6- 7 | 277 | 25 | 13 | 4 | 8 | 0 | 6 | 6 | 0 | 1 |
| 7- 8 | 240 | 36 | 18 | 10 | 1 | 0 | 8 | 9 | 0 | 0 |
| 8- 9 | 302 | 30 | 23 | 12 | 6 | 0 | 9 | 6 | 1 | 1 |
| 9-10 | 208 | 38 | 37 | 24 | 4 | 0 | 7 | 5 | 0 | 1 |
| 10-11 | 239 | 31 | 33 | 21 | 3 | 0 | 3 | 1 | 0 | 1 |
| 11-12 | 231 | 36 | 27 | 34 | 2 | 1 | 6 | 5 | 1 | 1 |
| P.M. | | | | | | | | | | |
| 12- 1 | 440 | 40 | 21 | 22 | 9 | 1 | 3 | 3 | 0 | 0 |
| 1- 2 | 383 | 37 | 26 | 38 | 6 | 0 | 8 | 5 | 0 | 2 |
| 2- 3 | 361 | 40 | 21 | 13 | 6 | 0 | 7 | 4 | 0 | 0 |
| 3- 4 | 540 | 42 | 34 | 27 | 7 | 0 | 8 | 4 | 0 | 2 |
| 4- 5 | 500 | 34 | 36 | 21 | 3 | 3 | 7 | 4 | 1 | 2 |
| 5- 6 | 701 | 38 | 22 | 43 | 9 | 0 | 8 | 8 | 0 | 2 |
| 6- 7 | 776 | 41 | 11 | 19 | 3 | 2 | 10 | 11 | 0 | 0 |
| 7- 8 | 709 | 34 | 10 | 16 | 2 | 0 | 5 | 6 | 0 | 0 |
| 8- 9 | 680 | 38 | 8 | 25 | 0 | 0 | 7 | 6 | 1 | 0 |
| 9-10 | 450 | 22 | 0 | 13 | 0 | 1 | 4 | 3 | 0 | 2 |
| 10-11 | 322 | 25 | 0 | 9 | 0 | 0 | 5 | 4 | 1 | 0 |
| TOTALS | 7395 | 593 | 349 | 354 | 71 | 8 | 120 | 96 | 5 | 17 |
| 11-11-13 | 7088 | 592 | 364 | 320 | 68 | 8 | 130 | 97 | 17 | 24 |
| 11-12-13 | 7954 | 587 | 462 | 323 | 87 | 10 | 117 | 105 | 8 | 10 |
| 11-13-13 | 7395 | 593 | 349 | 354 | 71 | 8 | 120 | 96 | 5 | 17 |
| Average | 7479 | 590 | 391 | 332 | 75 | 8 | 122 | 99 | 10 | 17 |

RECORDS TAKEN BY

All Items Except Pedestrians.

(8 A.M.-2 P.M.), (4 P.M.-7 P.M.), (8 P.M.-11 P.M.), L. F. Kleen. (5 A.M.-8 A.M.), (2 P.M.-4 P.M.), (7 P.M.-8 P.M.), W. L. Blakeney.

Pedestrians.

(5 A.M.-1 P.M.), (3 P.M.-7 P.M.), (8 P.M.-11 P.M.), W. L. Blakeney. (1 P.M.-3 P.M.), (7 P.M.-8 P.M.), L. F. Kleen.

*Exhibit R-25.*

# ERIE RAILROAD COMPANY.

## G.

## Traffic Record.

## Broadway, Paterson, N. J., Wednesday, November 12, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | | |
| 5- 6 | 18 | 4 | 8 | 0 | 1 | 0 | 6 | 5 | 1 | 0 |
| 6- 7 | 328 | 32 | 6 | 6 | 5 | 0 | 6 | 5 | 1 | 0 |
| 7- 8 | 211 | 29 | 16 | 5 | 5 | 0 | 11 | 10 | 0 | 0 |
| 8- 9 | 265 | 38 | 31 | 18 | 5 | 1 | 7 | 6 | 0 | 1 |
| 9-10 | 185 | 33 | 32 | 32 | 7 | 1 | 8 | 8 | 0 | 1 |
| 10-11 | 237 | 34 | 33 | 14 | 3 | 0 | 3 | 2 | 0 | 1 |
| 11-12 | 250 | 34 | 49 | 15 | 7 | 0 | 6 | 6 | 0 | 1 |
| P.M. | | | | | | | | | | |
| 12- 1 | 480 | 34 | 25 | 17 | 13 | 1 | 5 | 6 | 0 | 1 |
| 1- 2 | 388 | 40 | 38 | 26 | 4 | 2 | 3 | 2 | 0 | 1 |
| 2- 3 | 422 | 34 | 26 | 29 | 2 | 1 | 5 | 4 | 2 | 1 |
| 3- 4 | 567 | 37 | 34 | 33 | 11 | 3 | 6 | 4 | 0 | 2 |
| 4- 5 | 743 | 33 | 107 | 28 | 7 | 1 | 7 | 6 | 0 | 1 |
| 5- 6 | 675 | 37 | 30 | 33 | 6 | 0 | 10 | 9 | 0 | 1 |
| 6- 7 | 680 | 44 | 15 | 27 | 6 | 0 | 11 | 12 | 0 | 0 |
| 7- 8 | 833 | 34 | 4 | 10 | 2 | 0 | 7 | 8 | 0 | 0 |
| 8- 9 | 632 | 35 | 5 | 12 | 2 | 0 | 6 | 5 | 1 | 0 |
| 9-10 | 604 | 28 | 3 | 9 | 1 | 0 | 4 | 3 | 1 | 0 |
| 10-11 | 436 | 27 | 0 | 6 | 0 | 0 | 6 | 4 | 2 | 0 |
| TOTALS | 7954 | 587 | 462 | 323 | 87 | 10 | 117 | 105 | 8 | 10 |

RECORDS TAKEN BY

All Items Except Pedestrians.

(5 A.M.-8 A.M.), (9 A.M.-2 P.M.), (4 P.M.-7.30 P.M.), H. B. Davenport. (8 A.M.-9 A.M.), (2 P.M.-4 P.M.), (7.30 P.M.-11 P.M.), Robt. Hoppen, Jr.

Pedestrians.

(5 A.M.-6 A.M.), (7 A.M.-1 P.M.), (1 P.M.-6 P.M.), (9 P.M.-11 P.M.), Robt. Hoppen, Jr. (6 A.M.-7 A.M.), (6 P.M.-9 P.M.), H. B. Davenport.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### G.

### Traffic Record.

### Broadway, Paterson, N. J., Tuesday, November 11, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | | |
| 5- 6 | 21 | 8 | 11 | 1 | 1 | 0 | 6 | 4 | 2 | 0 |
| 6- 7 | 346 | 27 | 9 | 4 | 2 | 0 | 6 | 5 | 0 | 1 |
| 7- 8 | 235 | 32 | 23 | 5 | 5 | 0 | 12 | 11 | 1 | 1 |
| 8- 9 | 294 | 35 | 30 | 7 | 4 | 1 | 6 | 5 | 1 | 2 |
| 9-10 | 165 | 35 | 31 | 23 | 6 | 0 | 9 | 7 | 0 | 2 |
| 10-11 | 222 | 34 | 36 | 19 | 2 | 0 | 9 | 2 | 1 | 3 |
| 11-12 | 252 | 32 | 37 | 33 | 6 | 0 | 10 | 4 | 2 | 3 |
| P.M. | | | | | | | | | | |
| 12- 1 | 444 | 37 | 27 | 23 | 6 | 0 | 5 | 4 | 0 | 1 |
| 1- 2 | 372 | 35 | 22 | 20 | 7 | 3 | 7 | 3 | 5 | 1 |
| 2- 3 | 341 | 32 | 34 | 27 | 5 | 1 | 6 | 4 | 1 | 4 |
| 3- 4 | 512 | 44 | 29 | 24 | 2 | 1 | 7 | 4 | 1 | 2 |
| 4- 5 | 550 | 44 | 32 | 33 | 9 | 0 | 8 | 6 | 0 | 1 |
| 5- 6 | 473 | 35 | 19 | 30 | 5 | 0 | 7 | 7 | 0 | 1 |
| 6- 7 | 668 | 41 | 10 | 25 | 3 | 0 | 11 | 11 | 0 | 0 |
| 7- 8 | 614 | 32 | 3 | 10 | 3 | 0 | 6 | 6 | 0 | 2 |
| 8- 9 | 590 | 35 | 8 | 26 | 2 | 1 | 6 | 6 | 0 | 0 |
| 9-10 | 547 | 27 | 3 | 7 | 0 | 1 | 3 | 4 | 0 | 0 |
| 10-11 | 342 | 27 | 0 | 3 | 0 | 0 | 6 | 4 | 3 | 0 |
| TOTALS | 7088 | 592 | 364 | 320 | 68 | 8 | 130 | 97 | 17 | 24 |

RECORDS TAKEN BY

All Items Except Pedestrians.

(5 A.M.-8 A.M.), (9 A.M.-2 P.M.), (3 P.M.-7 P.M.), (8 P.M.-11 P.M.), W. L. Blakeney. (8 A.M.-9 A.M.), (2 P.M.-3 P.M.), (7 P.M.-8 P.M.), L. F. Kleen.

Pedestrians.

(5 A.M.-8 A.M.), (9 A.M.-12 N.), (1 P.M.-3 P.M.), (4 P.M.-5 P.M.), (7 P.M.-8 P.M.), L. F. Kleen. (8 A.M.-9 A.M.), Robt. Hoppen, Jr. (3 P.M.-4 P.M.), (5 P.M.-6 P.M.), (8 P.M.-9 P.M.), (9 P.M.-11 P.M.), W. L. Blakeney.

*Exhibit R-25.*

# ERIE RAILROAD COMPANY.

## H.

## Traffic Record.

Fair Street, Paterson, N. J., Saturday, November 29, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 5 | 0 | 0 | 0 | 0 | 5 | 4 | 1 | 1 |
| 6- 7 | 56 | 4 | 0 | 1 | 0 | 7 | 6 | 1 | 1 |
| 7- 8 | 51 | 7 | 1 | 3 | 0 | 11 | 12 | 0 | 0 |
| 8- 9 | 39 | 10 | 1 | 3 | 0 | 7 | 5 | 1 | 1 |
| 9-10 | 59 | 16 | 3 | 2 | 0 | 7 | 6 | 0 | 0 |
| 10-11 | 73 | 11 | 6 | 1 | 0 | 3 | 2 | 0 | 1 |
| 11-12 | 77 | 18 | 4 | 1 | 0 | 8 | 6 | 0 | 2 |
| P.M. | | | | | | | | | |
| 12- 1 | 132 | 11 | 2 | 5 | 0 | 5 | 5 | 0 | 0 |
| 1- 2 | 84 | 21 | 5 | 0 | 0 | 5 | 5 | 0 | 1 |
| 2- 3 | 98 | 16 | 6 | 6 | 1 | 10 | 8 | 1 | 0 |
| 3- 4 | 69 | 12 | 2 | 4 | 0 | 7 | 5 | 1 | 0 |
| 4- 5 | 59 | 19 | 4 | 5 | 0 | 5 | 5 | 0 | 0 |
| 5- 6 | 75 | 8 | 2 | 2 | 0 | 9 | 8 | 1 | 2 |
| 6- 7 | 54 | 6 | 1 | 1 | 0 | 6 | 6 | 0 | 0 |
| 7- 8 | 52 | 3 | 2 | 0 | 0 | 7 | 7 | 1 | 0 |
| 8- 9 | 70 | 1 | 0 | 0 | 0 | 5 | 5 | 0 | 1 |
| 9-10 | 46 | 0 | 2 | 0 | 0 | 5 | 4 | 1 | 0 |
| 10-11 | 25 | 0 | 1 | 0 | 0 | 5 | 4 | 1 | 0 |
| TOTALS | 1124 | 163 | 42 | 34 | 1 | 117 | 103 | 9 | 10 |
| 11-28-13 | 938 | 114 | 33 | 20 | 0 | 115 | 104 | 7 | 10 |
| 11-29-13 | 1124 | 163 | 42 | 34 | 1 | 117 | 103 | 9 | 10 |
| Average | 1031 | 138 | 37 | 37 | 1 | 116 | 103 | 8 | 10 |

RECORDS TAKEN BY

(5 A.M.-6 P.M.), (6.45 P.M.-11 P.M.), M. P. Kitchel. (6 P.M.-6.45 P.M.), C. R. Myers.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### H.

### Traffic Record.

### Fair Street, Paterson, N. J., Friday, November 28, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | |
| 5- 6 | 5 | 1 | 0 | 0 | 4 | 4 | 0 | 0 |
| 6- 7 | 54 | 3 | 0 | 4 | 8 | 8 | 0 | 0 |
| 7- 8 | 56 | 10 | 2 | 1 | 9 | 9 | 0 | 0 |
| 8- 9 | 45 | 16 | 2 | 4 | 8 | 7 | 1 | 1 |
| 9-10 | 55 | 11 | 4 | 0 | 5 | 5 | 0 | 0 |
| 10-11 | 37 | 12 | 2 | 2 | 3 | 3 | 0 | 0 |
| 11-12 | 54 | 21 | 0 | 0 | 7 | 6 | 1 | 1 |
| P.M. | | | | | | | | |
| 12- 1 | 131 | 3 | 2 | 0 | 4 | 4 | 0 | 1 |
| 1- 2 | 71 | 7 | 2 | 1 | 7 | 4 | 1 | 2 |
| 2- 3 | 77 | 7 | 5 | 1 | 6 | 3 | 0 | 3 |
| 3- 4 | 52 | 9 | 3 | 2 | 9 | 6 | 1 | 2 |
| 4- 5 | 44 | 5 | 2 | 1 | 4 | 5 | 0 | 0 |
| 5- 6 | 50 | 5 | 2 | 2 | 8 | 7 | 2 | 0 |
| 6- 7 | 88 | 3 | 2 | 0 | 11 | 12 | 0 | 0 |
| 7- 8 | 50 | 1 | 2 | 1 | 7 | 7 | 0 | 0 |
| 8- 9 | 27 | 0 | 2 | 0 | 5 | 5 | 0 | 0 |
| 9-10 | 24 | 0 | 1 | 1 | 3 | 3 | 0 | 0 |
| 10-11 | 18 | 0 | 0 | 0 | 7 | 6 | 1 | 0 |
| TOTALS | 938 | 114 | 33 | 20 | 115 | 104 | 7 | 10 |

RECORDS TAKEN BY

(7.15 A.M.-6 P.M.), (7 P.M.-11 P.M.), M. P. Kitchel. (5 A.M.-7.15 A. M.), (6 P.M.-7 P.M.), C. R. Myers.

*Exhibit R-25.*

# ERIE RAILROAD COMPANY.

## I.

## Traffic Record on Hamilton Avenue, Paterson, N. J., Tuesday, December 2nd, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 17 | 1 | 0 | 2 | 0 | 6 | 5 | 1 | 0 |
| 6- 7 | 153 | 8 | 1 | 3 | 0 | 8 | 7 | 1 | 0 |
| 7- 8 | 150 | 18 | 4 | 6 | 0 | 9 | 9 | 0 | 0 |
| 8- 9 | 127 | 19 | 14 | 5 | 2 | 7 | 6 | 0 | 1 |
| 9-10 | 106 | 20 | 13 | 3 | 0 | 7 | 6 | 0 | 1 |
| 10-11 | 52 | 17 | 12 | 2 | 0 | 4 | 2 | 0 | 2 |
| 11-12 | 138 | 28 | 9 | 3 | 0 | 6 | 6 | 0 | 1 |
| P.M. | | | | | | | | | |
| 12- 1 | 295 | 22 | 10 | 13 | 0 | 5 | 6 | 0 | 0 |
| 1- 2 | 122 | 21 | 9 | 9 | 0 | 4 | 2 | 1 | 1 |
| 2- 3 | 95 | 17 | 22 | 2 | 0 | 7 | 4 | 0 | 4 |
| 3- 4 | 160 | 21 | 13 | 1 | 1 | 7 | 4 | 1 | 2 |
| 4- 5 | 184 | 25 | 16 | 7 | 2 | 5 | 5 | 0 | 0 |
| 5- 6 | 147 | 18 | 21 | 3 | 0 | 8 | 9 | 0 | 1 |
| 6- 7 | 237 | 4 | 10 | 4 | 0 | 11 | 12 | 0 | 0 |
| 7- 8 | 179 | 3 | 2 | 0 | 0 | 6 | 6 | 1 | 0 |
| 8- 9 | 100 | 4 | 3 | 0 | 0 | 5 | 5 | 1 | 0 |
| 9-10 | 75 | 1 | 1 | 1 | 0 | 3 | 3 | 0 | 0 |
| 10-11 | 70 | 0 | 1 | 0 | 0 | 8 | 4 | 2 | 2 |
| TOTALS | 2407 | 247 | 161 | 64 | 5 | 116 | 101 | 8 | 15 |
| 12-1-13 | 2394 | 298 | 159 | 71 | 3 | 119 | 100 | 13 | 8 |
| 12-2-13 | 2407 | 247 | 161 | 64 | 5 | 116 | 101 | 8 | 15 |
| | 2401 | 272 | 160 | 67 | 4 | 117 | 100 | 10 | 11 |

RECORD TAKEN BY

(5 A.M. to 10 A.M.), (11 A.M. to 9 P.M.), (10 P.M. to 11 P.M.), M. L. Zabriskie. (10 A.M. to 11 A.M.), T. C. Brameld. (9 P.M. to 10 P.M.), W. L. Blakeney.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### I.

### Traffic Record on Hamilton Avenue, Paterson, N. J., December 1st, 1913—(Monday).

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 22 | 3 | 0 | 1 | 0 | 6 | 5 | 1 | 0 |
| 6- 7 | 143 | 13 | 0 | 5 | 0 | 6 | 6 | 0 | 0 |
| 7- 8 | 140 | 21 | 2 | 3 | 0 | 9 | 9 | 0 | 0 |
| 8- 9 | 138 | 22 | 7 | 2 | 0 | 7 | 6 | 2 | 0 |
| 9-10 | 88 | 22 | 5 | 0 | 0 | 5 | 5 | 0 | 0 |
| 10-11 | 82 | 31 | 9 | 3 | 0 | 4 | 3 | 0 | 0 |
| 11-12 | 102 | 34 | 9 | 6 | 0 | 8 | 6 | 2 | 1 |
| P.M. | | | | | | | | | |
| 12- 1 | 312 | 22 | 24 | 13 | 1 | 4 | 4 | 0 | 0 |
| 1- 2 | 125 | 18 | 19 | 7 | 0 | 6 | 4 | 2 | 1 |
| 2- 3 | 106 | 24 | 16 | 4 | 0 | 5 | 4 | 1 | 0 |
| 3- 4 | 139 | 29 | 11 | 6 | 1 | 9 | 4 | 0 | 5 |
| 4- 5 | 155 | 25 | 17 | 7 | 0 | 5 | 5 | 0 | 0 |
| 5- 6 | 170 | 18 | 18 | 5 | 1 | 8 | 8 | 0 | 1 |
| 6- 7 | 210 | 14 | 9 | 5 | 0 | 12 | 12 | 0 | 0 |
| 7- 8 | 185 | 1 | 6 | 0 | 0 | 8 | 7 | 0 | 0 |
| 8- 9 | 89 | 1 | 2 | 3 | 0 | 7 | 5 | 2 | 0 |
| 9-10 | 111 | 0 | 3 | 1 | 0 | 4 | 4 | 0 | 0 |
| 10-11 | 77 | 0 | 2 | 0 | 0 | 6 | 3 | 3 | 0 |
| TOTALS | 2394 | 298 | 159 | 71 | 3 | 119 | 100 | 13 | 8 |

RECORD TAKEN BY

(5 A.M. to 8.30 A.M.), (9.30 A.M. to 6.30 P.M.), (7.30 P.M. to 11 P.M.), M. L. Zabriskie. (8.30 A.M. to 9.30 A.M.), M. P. Kitchel. (6.30 P.M. to 7.30 P.M.), H. J. Stroebel.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### J.

### Traffic Record.

Lafayette Street, Paterson, N. J., Tuesday, December 2, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 20 | 9 | 0 | 0 | 0 | 5 | 6 | 0 | 0 |
| 6- 7 | 405 | 13 | 2 | 1 | 0 | 7 | 6 | 1 | 0 |
| 7- 8 | 135 | 32 | 2 | 1 | 0 | 10 | 10 | 0 | 0 |
| 8- 9 | 40 | 24 | 8 | 1 | 0 | 11 | 6 | 0 | 5 |
| 9-10 | 37 | 20 | 5 | 0 | 0 | 10 | 8 | 0 | 3 |
| 10-11 | 47 | 43 | 7 | 0 | 0 | 6 | 3 | 0 | 3 |
| 11-12 | 44 | 25 | 5 | 0 | 0 | 8 | 15 | 1 | 3 |
| P.M. | | | | | | | | | |
| 12- 1 | 115 | 9 | 5 | 0 | 0 | 5 | 5 | 0 | 0 |
| 1- 2 | 62 | 21 | 3 | 1 | 0 | 3 | 3 | 1 | 1 |
| 2- 3 | 65 | 13 | 2 | 0 | 0 | 5 | 4 | 0 | 1 |
| 3- 4 | 23 | 26 | 2 | 0 | 0 | 7 | 4 | 1 | 2 |
| 4- 5 | 102 | 21 | 5 | 4 | 0 | 5 | 5 | 1 | 2 |
| 5- 6 | 153 | 24 | 7 | 2 | 0 | 8 | 8 | 0 | 1 |
| 6- 7 | 360 | 5 | 1 | 0 | 0 | 10 | 12 | 0 | 1 |
| 7- 8 | 91 | 3 | 0 | 0 | 0 | 5 | 5 | 1 | 0 |
| 8- 9 | 30 | 1 | 0 | 0 | 0 | 6 | 6 | 1 | 0 |
| 9-10 | 94 | 1 | 1 | 0 | 0 | 3 | 3 | 1 | 1 |
| 10-11 | 16 | 0 | 0 | 1 | 0 | 5 | 4 | 2 | 0 |
| TOTALS | 1839 | 290 | 55 | 11 | 0 | 119 | 113 | 10 | 23 |
| 12-1-13 | 2715 | 328 | 50 | 18 | 5 | 119 | 100 | 11 | 20 |
| 12-2-13 | 1839 | 290 | 55 | 11 | 0 | 119 | 113 | 10 | 23 |
| Average | 2277 | 309 | 52 | 14 | 2 | 119 | 106 | 10 | 21 |

RECORDS TAKEN BY
(5 A.M.-11 P.M.), C. R. Myers.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

J.

Traffic Record.

Lafayette Street, Paterson, N. J., Monday, December 1, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 35 | 11 | 1 | 1 | 1 | 7 | 6 | 0 | 1 |
| 6- 7 | 430 | 11 | 1 | 1 | 0 | 6 | 6 | 0 | 0 |
| 7- 8 | 180 | 35 | 2 | 1 | 0 | 10 | 10 | 0 | 0 |
| 8- 9 | 85 | 20 | 2 | 1 | 0 | 7 | 5 | 1 | 1 |
| 9-10 | 135 | 30 | 7 | 1 | 0 | 5 | 5 | 0 | 0 |
| 10-11 | 111 | 25 | 5 | 1 | 0 | 7 | 2 | 0 | 5 |
| 11-12 | 90 | 32 | 2 | 2 | 0 | 8 | 4 | 2 | 3 |
| P.M. | | | | | | | | | |
| 12- 1 | 232 | 20 | 5 | 0 | 2 | 5 | 5 | 0 | 0 |
| 1- 2 | 65 | 20 | 5 | 1 | 0 | 6 | 3 | 2 | 1 |
| 2- 3 | 68 | 27 | 4 | 1 | 0 | 6 | 4 | 1 | 3 |
| 3- 4 | 55 | 28 | 2 | 2 | 0 | 5 | 4 | 0 | 3 |
| 4- 5 | 120 | 24 | 2 | 1 | 0 | 6 | 5 | 0 | 2 |
| 5- 6 | 200 | 28 | 5 | 2 | 0 | 8 | 8 | 0 | 1 |
| 6- 7 | 503 | 13 | 7 | 1 | 0 | 12 | 13 | 0 | 0 |
| 7- 8 | 133 | 2 | 0 | 1 | 1 | 7 | 7 | 0 | 0 |
| 8- 9 | 78 | 2 | 0 | 0 | 1 | 7 | 6 | 2 | 0 |
| 9-10 | 135 | 0 | 0 | 1 | 0 | 3 | 3 | 0 | 0 |
| 10-11 | 60 | 0 | 0 | 0 | 0 | 4 | 4 | 3 | 0 |
| TOTALS | 2715 | 328 | 50 | 18 | 5 | 119 | 100 | 11 | 20 |

RECORDS TAKEN BY
(5 A.M.-11 P.M.), C. R. Myers.

*Exhibit R-25.*

# ERIE RAILROAD COMPANY.

## K.

## Traffic Record on Franklin Street, Paterson, N. J., Tuesday, December 2nd, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 9 | 1 | 0 | 0 | 0 | 0 | 6 | 0 | 0 |
| 6- 7 | 212 | 5 | 0 | 2 | 0 | 8 | 8 | 0 | 0 |
| 7- 8 | 50 | 5 | 0 | 3 | 0 | 10 | 9 | 0 | 0 |
| 8- 9 | 26 | 4 | 1 | 0 | 0 | 6 | 5 | 0 | 1 |
| 9-10 | 17 | 7 | 1 | 0 | 0 | 9 | 7 | 0 | 4 |
| 10-11 | 14 | 11 | 2 | 0 | 0 | 6 | 3 | 0 | 3 |
| 11-12 | 12 | 2 | 1 | 0 | 0 | 8 | 5 | 1 | 3 |
| P.M. | | | | | | | | | |
| 12- 1 | 120 | 2 | 1 | 0 | 1 | 5 | 5 | 0 | 0 |
| 1- 2 | 21 | 5 | 2 | 0 | 0 | 3 | 3 | 1 | 1 |
| 2- 3 | 32 | 3 | 0 | 0 | 0 | 5 | 4 | 1 | 1 |
| 3- 4 | 54 | 8 | 0 | 2 | 0 | 7 | 4 | 1 | 2 |
| 4- 5 | 33 | 4 | 1 | 0 | 0 | 4 | 5 | 0 | 0 |
| 5- 6 | 80 | 6 | 0 | 0 | 0 | 8 | 8 | 0 | 0 |
| 6- 7 | 83 | 2 | 0 | 1 | 0 | 7 | 12 | 0 | 0 |
| 7- 8 | 47 | 1 | 0 | 0 | 0 | 0 | 4 | 1 | 0 |
| 8- 9 | 89 | 0 | 0 | 2 | 0 | 0 | 6 | 1 | 0 |
| 9-10 | 23 | 0 | 0 | 1 | 0 | 0 | 3 | 0 | 0 |
| 10-11 | 16 | 0 | 0 | 1 | 0 | 0 | 4 | 2 | 0 |
| TOTALS | 938 | 66 | 9 | 12 | 1 | 86 | 101 | 8 | 15 |
| 12-1-13 | 1262 | 87 | 8 | 8 | 0 | 94 | 96 | 11 | 19 |
| 12-2-13 | 938 | 66 | 9 | 12 | 1 | 86 | 101 | 8 | 15 |
| Averages | 1100 | 76 | 8 | 10 | 1 | 90 | 98 | 9 | 17 |

RECORDS TAKEN BY

(7 A.M. to 6 P.M.), C. R. Myers. (5 A.M. to 7 A.M.), (7.30 P.M. to 11 P.M.), J. C. Currie. (6 P.M. to 7.30 P.M.), W. L. Blakeney.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### K.

### Traffic Record on Franklin Street, Paterson, N. J., Monday, December 1st, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 12 | 2 | 0 | 0 | | 0 | 6 | 0 | 1 |
| 6- 7 | 185 | 6 | 0 | 2 | | 6 | 6 | 0 | 1 |
| 7- 8 | 81 | 10 | 1 | 1 | | 12 | 8 | 0 | 0 |
| 8- 9 | 44 | 4 | 1 | 1 | | 7 | 5 | 1 | 1 |
| 9-10 | 40 | 8 | 0 | 0 | | 5 | 5 | 0 | 0 |
| 10-11 | 21 | 5 | 1 | 0 | | 7 | 2 | 0 | 8 |
| 11-12 | 55 | 7 | 1 | 0 | | 8 | 4 | 2 | 3 |
| P.M. | | | | | | | | | |
| 12- 1 | 210 | 7 | 1 | 2 | | 5 | 5 | 0 | 0 |
| 1- 2 | 30 | 8 | 2 | 1 | | 7 | 3 | 2 | 1 |
| 2- 3 | 25 | 6 | 0 | 0 | | 6 | 4 | 1 | 2 |
| 3- 4 | 22 | 6 | 0 | 0 | | 5 | 4 | 0 | 1 |
| 4- 5 | 27 | 6 | 0 | 0 | | 5 | 5 | 0 | 0 |
| 5- 6 | 213 | 6 | 0 | 1 | | 9 | 8 | 0 | 1 |
| 6- 7 | 134 | 2 | 0 | 0 | | 12 | 13 | 0 | 0 |
| 7- 8 | 76 | 3 | 0 | 0 | | 0 | 6 | 1 | 0 |
| 8- 9 | 47 | 1 | 0 | 0 | | 0 | 5 | 2 | 0 |
| 9-10 | 29 | 0 | 1 | 0 | | 0 | 3 | 0 | 0 |
| 10-11 | 11 | 0 | 0 | 0 | | 0 | 4 | 2 | 0 |
| TOTALS | 1262 | 87 | 8 | 8 | 0 | 94 | 96 | 11 | 19 |

RECORDS TAKEN BY

(5 A.M. to 7 A.M.), B. S. Brameld. (7 A.M. to 8 A.M.), Wm. J. Gemeinhardt. (8 A.M. to 5.30 P.M.), C. R. Myers. (5.30 P.M. to 11 P.M.), T. C. Brameld.

*Exhibit R-25.*

# ERIE RAILROAD COMPANY.

## L.

## Traffic Record.

## Keen Street, Paterson, N. J., Tuesday, December 2, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | |
| 5- 6 | 12 | 3 | 0 | 0 | | 5 | 1 | 0 |
| 6- 7 | 122 | 4 | 1 | 5 | | 6 | 1 | 0 |
| 7- 8 | 44 | 11 | 0 | 2 | | 9 | 0 | 0 |
| 8- 9 | 59 | 11 | 3 | 1 | | 6 | 0 | 0 |
| 9-10 | 44 | 9 | 0 | 0 | | 5 | 0 | 7 |
| 10-11 | 31 | 9 | 2 | 1 | | 3 | 0 | 4 |
| 11-12 | 24 | 16 | 3 | 1 | | 5 | 1 | 4 |
| P.M. | | | | | | | | |
| 12- 1 | 197 | 13 | 4 | 3 | | 5 | 0 | 0 |
| 1- 2 | 53 | 12 | 2 | 0 | | 2 | 1 | 1 |
| 2- 3 | 19 | 10 | 1 | 1 | | 4 | 0 | 1 |
| 3- 4 | 47 | 10 | 1 | 3 | | 3 | 1 | 3 |
| 4- 5 | 41 | 13 | 0 | 1 | | 5 | 0 | 0 |
| 5- 6 | 66 | 8 | 0 | 0 | | 8 | 0 | 1 |
| 6- 7 | 191 | 10 | 0 | 4 | | 12 | 0 | 0 |
| 7- 8 | 94 | 0 | 0 | 0 | | 7 | 1 | 0 |
| 8- 9 | 77 | 0 | 0 | 0 | | 4 | 1 | 0 |
| 9-10 | 42 | 1 | 0 | 0 | | 4 | 0 | 0 |
| 10-11 | 15 | 0 | 0 | 0 | | 4 | 2 | 0 |
| TOTALS | 1178 | 140 | 17 | 22 | 0 | 97 | 9 | 21 |
| 12-1-13 | 1298 | 142 | 29 | 21 | 0 | 101 | 11 | 23 |
| 12-2-13 | 1178 | 140 | 17 | 22 | 0 | 97 | 9 | 21 |
| Average | 1238 | 141 | 23 | 21 | 0 | 99 | 10 | 22 |

RECORDS TAKEN BY

(5 A.M.-7 A.M.), (6 P.M.-11 P.M.), M. P. Kitchel. (7 A.M.-6 P.M.), Wm. J. Gemeinhardt.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

L.

Traffic Record.

Keen Street, Paterson, N. J., Monday, December 1, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Gates Down | Passenger Trains | Freight Trains | Drills Engines |
|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | |
| 5- 6 | 14 | 4 | 0 | 0 | | 6 | 1 | 1 |
| 6- 7 | 115 | 3 | 2 | 1 | | 6 | 0 | 0 |
| 7- 8 | 70 | 12 | 1 | 3 | | 10 | 0 | 0 |
| 8- 9 | 100 | 23 | 2 | 2 | | 6 | 1 | 1 |
| 9-10 | 50 | 12 | 4 | 0 | | 6 | 0 | 0 |
| 10-11 | 43 | 14 | 4 | 0 | | 3 | 0 | 10 |
| 11-12 | 34 | 6 | 1 | 1 | | 2 | 2 | 4 |
| P.M. | | | | | | | | |
| 12- 1 | 195 | 8 | 2 | 7 | | 5 | 0 | 0 |
| 1- 2 | 40 | 11 | 1 | 1 | | 3 | 3 | 1 |
| 2- 3 | 38 | 12 | 3 | 1 | | 5 | 0 | 2 |
| 3- 4 | 48 | 11 | 6 | 1 | | 3 | 0 | 2 |
| 4- 5 | 45 | 12 | 2 | 0 | | 5 | 0 | 2 |
| 5- 6 | 125 | 6 | 1 | 0 | | 8 | 1 | 0 |
| 6- 7 | 179 | 6 | 0 | 3 | | 11 | 0 | 0 |
| 7- 8 | 122 | 2 | 0 | 1 | | 8 | 0 | 0 |
| 8- 9 | 39 | 0 | 0 | 0 | | 6 | 1 | 0 |
| 9-10 | 22 | 0 | 0 | 0 | | 4 | 0 | 0 |
| 10-11 | 19 | 0 | 0 | 0 | | 4 | 2 | 0 |
| TOTALS | 1298 | 142 | 29 | 21 | 0 | 101 | 11 | 23 |

RECORDS TAKEN BY

(5 A.M.-8 A.M.), (5 P.M.-11 P.M.), M. P. Kitchel. (8 A.M.-5 P.M.), Wm. J. Gemeinhardt.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### M.

### Traffic Record.

### Warren Street, Paterson, N. J., Tuesday, December 2, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 8 | 4 | 0 | 0 | 0 | 5 | 5 | 1 | 0 |
| 6- 7 | 149 | 6 | 2 | 3 | 0 | 6 | 6 | 1 | 0 |
| 7- 8 | 72 | 14 | 0 | 1 | 0 | 10 | 9 | 0 | 0 |
| 8- 9 | 90 | 13 | 2 | 2 | 0 | 6 | 6 | 0 | 0 |
| 9-10 | 31 | 8 | 1 | 1 | 0 | 9 | 5 | 0 | 5 |
| 10-11 | 24 | 14 | 2 | 2 | 0 | 8 | 3 | 0 | 4 |
| 11-12 | 86 | 20 | 2 | 3 | 0 | 7 | 5 | 1 | 4 |
| P.M. | | | | | | | | | |
| 12- 1 | 202 | 16 | 3 | 10 | 0 | 5 | 5 | 0 | 0 |
| 1- 2 | 42 | 13 | 3 | 2 | 0 | 4 | 3 | 1 | 1 |
| 2- 3 | 34 | 13 | 0 | 2 | 0 | 9 | 4 | 0 | 2 |
| 3- 4 | 102 | 14 | 3 | 4 | 0 | 8 | 4 | 1 | 3 |
| 4- 5 | 69 | 12 | 1 | 4 | 0 | 4 | 5 | 0 | 0 |
| 5- 6 | 66 | 3 | 0 | 0 | 0 | 8 | 8 | 0 | 2 |
| 6- 7 | 178 | 9 | 3 | 0 | 0 | 10 | 12 | 0 | 0 |
| 7- 8 | 101 | 2 | 3 | 0 | 0 | 7 | 6 | 1 | 0 |
| 8- 9 | 44 | 0 | 0 | 0 | 0 | 5 | 6 | 1 | 0 |
| 9-10 | 25 | 0 | 0 | 0 | 0 | 3 | 3 | 0 | 0 |
| 10-11 | 22 | 0 | 0 | 0 | 0 | 7 | 4 | 2 | 0 |
| TOTALS | 1345 | 161 | 25 | 34 | 0 | 121 | 99 | 9 | 21 |
| 12-1-13 | 1225 | 163 | 26 | 27 | 1 | 130 | 98 | 11 | 25 |
| 12-2-13 | 1345 | 161 | 25 | 34 | 0 | 121 | 99 | 9 | 21 |
| Average | 1285 | 162 | 25 | 30 | 1 | 125 | 98 | 10 | 23 |

RECORDS TAKEN BY

(5 A.M.-7 A.M.), M. P. Kitchel. (7 A.M.-12 N.), (1 P.M.-11 P.M.), Wm. J. Gemeinhardt. (12 N.-1 P. M.), H. B. Davenport.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### M.

### Traffic Record.

Warren Street, Paterson, N. J., Monday, December 1, 1913.

| Hours | Pedestrians | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | |
| 5- 6 | 14 | 2 | 0 | 0 | 0 | 6 | 6 | 0 | 1 |
| 6- 7 | 146 | 7 | 2 | 2 | 0 | 6 | 6 | 0 | 0 |
| 7- 8 | 83 | 11 | 0 | 0 | 0 | 11 | 11 | 0 | 0 |
| 8- 9 | 50 | 10 | 2 | 3 | 0 | 6 | 4 | 1 | 1 |
| 9-10 | 32 | 12 | 2 | 1 | 0 | 8 | 6 | 0 | 1 |
| 10-11 | 36 | 15 | 4 | 0 | 0 | 9 | 3 | 0 | 8 |
| 11-12 | 20 | 16 | 4 | 1 | 0 | 9 | 3 | 3 | 5 |
| P.M. | | | | | | | | | |
| 12- 1 | 191 | 12 | 3 | 6 | 0 | 5 | 5 | 0 | 0 |
| 1- 2 | 51 | 16 | 1 | 4 | 1 | 8 | 4 | 1 | 2 |
| 2- 3 | 50 | 13 | 1 | 1 | 0 | 10 | 5 | 0 | 3 |
| 3- 4 | 105 | 9 | 2 | 3 | 0 | 6 | 3 | 0 | 1 |
| 4- 5 | 63 | 16 | 1 | 3 | 0 | 6 | 5 | 0 | 2 |
| 5- 6 | 82 | 5 | 2 | 0 | 0 | 7 | 8 | 0 | 1 |
| 6- 7 | 151 | 17 | 1 | 1 | 0 | 10 | 11 | 0 | 0 |
| 7- 8 | 68 | 2 | 1 | 0 | 0 | 7 | 6 | 1 | 0 |
| 8- 9 | 41 | 0 | 0 | 2 | 0 | 7 | 5 | 2 | 0 |
| 9-10 | 36 | 0 | 0 | 0 | 0 | 4 | 4 | 0 | 0 |
| 10-11 | 6 | 0 | 0 | 0 | 0 | 5 | 3 | 3 | 0 |
| TOTALS | 1225 | 163 | 26 | 27 | 1 | 130 | 98 | 11 | 25 |

RECORDS TAKEN BY

(5 A.M.-8 A.M.), A. S. Hathaway. (8 A.M.-11 P.M.), Wm. J. Gemeinhardt.

*Exhibit R-25.*

# ERIE RAILROAD COMPANY.

## N.

## Traffic Record.

## River Street, Paterson, N. J., Thursday, November 20, 1913

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | | |
| 5- 6 | 57 | 1 | 14 | 0 | 1 | 0 | 6 | 5 | 1 | 0 |
| 6- 7 | 566 | 13 | 26 | 3 | 13 | 1 | 6 | 6 | 0 | 0 |
| 7- 8 | 350 | 13 | 48 | 3 | 14 | 0 | 9 | 9 | 0 | 0 |
| 8- 9 | 241 | 12 | 74 | 14 | 5 | 2 | 5 | 5 | 0 | 0 |
| 9-10 | 162 | 12 | 69 | 18 | 5 | 0 | 9 | 6 | 1 | 2 |
| 10-11 | 147 | 11 | 82 | 20 | 5 | 0 | 6 | 2 | 0 | 4 |
| 11-12 | 149 | 10 | 64 | 27 | 10 | 0 | 8 | 6 | 1 | 2 |
| P.M. | | | | | | | | | | |
| 12- 1 | 540 | 11 | 66 | 19 | 20 | 4 | 4 | 4 | 0 | 0 |
| 1- 2 | 295 | 13 | 51 | 24 | 10 | 6 | 11 | 3 | 1 | 6 |
| 2- 3 | 187 | 12 | 62 | 32 | 8 | 1 | 5 | 3 | 1 | 0 |
| 3- 4 | 198 | 12 | 55 | 31 | 10 | 8 | 7 | 5 | 0 | 2 |
| 4- 5 | 270 | 11 | 71 | 33 | 7 | 2 | 8 | 5 | 0 | 2 |
| 5- 6 | 546 | 13 | 56 | 39 | 11 | 2 | 8 | 8 | 0 | 2 |
| 6- 7 | 766 | 18 | 21 | 16 | 20 | 2 | 11 | 12 | 0 | 0 |
| 7- 8 | 500 | 11 | 12 | 12 | 2 | 2 | 7 | 6 | 1 | 0 |
| 8- 9 | 205 | 8 | 4 | 12 | 1 | 0 | 5 | 5 | 1 | 0 |
| 8-10 | 286 | 8 | 2 | 5 | 1 | 0 | 4 | 3 | 1 | 0 |
| 10-11 | 183 | 7 | 0 | 3 | 0 | 2 | 4 | 4 | 0 | 0 |
| TOTALS | 5688 | 196 | 777 | 311 | 143 | 32 | 123 | 97 | 8 | 20 |
| 11-18-13 | 5204 | 184 | 765 | 365 | 163 | 19 | 117 | 96 | 10 | 24 |
| 11-19-13 | 5227 | 196 | 726 | 321 | 138 | 35 | 123 | 100 | 8 | 19 |
| 11-20-13 | 5688 | 196 | 777 | 311 | 143 | 32 | 123 | 97 | 8 | 20 |
| Average | 5373 | 192 | 756 | 332 | 148 | 28 | 121 | 97 | 8 | 21 |

RECORDS TAKEN BY

All Items Except Pedestrians.

(5 A.M.-6 A.M.), (9 A.M.-1 P.M.), (6 P.M.-7 P.M.), (4 P.M.-6 P.M.), H. B. Davenport. (6 A.M.-9 A.M.), (2 P.M.-4 P.M.), (7 P.M.-11 P.M.), L. F. Kleen. (1 P.M.-2 P.M.), W. L. Blakeney.

Pedestrians.

(5 A.M.-8 A.M.), (10 A.M.-2 P.M.), (3 P.M.-7 P.M.), (8 P.M.-11 P.M.), W. L. Blakeney. (8 A.M.-10 A.M.), (2 P.M.-3 P.M.), L. F. Kleen. (7 P.M.-8 P.M.), H. B. Davenport.

*Exhibit R-25.*

## ERIE RAILROAD COMPANY.

### N.

### Traffic Record.

River Street, Paterson, N. J., Tuesday, November 18, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | | |
| 5- 6 | 44 | 1 | 11 | 0 | 4 | 0 | 9 | 6 | 1 | 4 |
| 6- 7 | 631 | 14 | 29 | 3 | 15 | 0 | 6 | 4 | 1 | 1 |
| 7- 8 | 288 | 13 | 53 | 14 | 13 | 1 | 9 | 10 | 0 | 1 |
| 8- 9 | 171 | 10 | 60 | 23 | 6 | 0 | 7 | 5 | 0 | 2 |
| 9-10 | 111 | 12 | 75 | 25 | 3 | 0 | 9 | 6 | 1 | 2 |
| 10-11 | 88 | 11 | 66 | 24 | 2 | 1 | 5 | 2 | 0 | 4 |
| 11-12 | 135 | 12 | 76 | 38 | 9 | 1 | 7 | 5 | 1 | 2 |
| P.M. | | | | | | | | | | |
| 12- 1 | 543 | 13 | 55 | 23 | 32 | 2 | 3 | 3 | 0 | 0 |
| 1- 2 | 162 | 7 | 51 | 23 | 5 | 4 | 8 | 4 | 0 | 3 |
| 2- 3 | 126 | 8 | 58 | 23 | 9 | 1 | 7 | 6 | 1 | 3 |
| 3- 4 | 173 | 6 | 80 | 30 | 13 | 1 | 4 | 3 | 0 | 1 |
| 4- 5 | 285 | 10 | 60 | 37 | 19 | 3 | 6 | 5 | 1 | 0 |
| 5- 6 | 506 | 10 | 46 | 37 | 11 | 2 | 7 | 7 | 1 | 0 |
| 6- 7 | 917 | 14 | 19 | 19 | 13 | 1 | 10 | 9 | 1 | 0 |
| 7- 8 | 410 | 12 | 17 | 10 | 6 | 0 | 8 | 7 | 1 | 0 |
| 8- 9 | 236 | 12 | 7 | 19 | 3 | 1 | 5 | 5 | 0 | 1 |
| 9-10 | 225 | 11 | 2 | 9 | 0 | 1 | 3 | 3 | 0 | 0 |
| 10-11 | 153 | 8 | 0 | 8 | 0 | 0 | 4 | 6 | 1 | 0 |
| TOTALS | 5204 | 184 | 765 | 365 | 163 | 19 | 117 | 96 | 10 | 24 |

RECORDS TAKEN BY

All Items Except Pedestrians.

(5 A.M.-6 A.M.), (2 P.M.-4 P.M.), (6 P.M.-11 P.M.), L. F. Kleen. (6 A.M.-9 A.M.), (4 P.M.-5 P.M.), H. B. Davenport. (9 A.M.-2 P.M.), (5 P.M.-6 P.M.), W. L. Blakeney.

Pedestrians.

(6 A.M.-8 A.M.), (7 P.M.-11 P.M.), W. L. Blakeney. (8 A.M.-11 A.M.), (12 N.-4 P.M.), L. F. Kleen. (11 A.M.-12 N.), (4 P.M.-7 P.M.), H. B. Davenport.

*Exhibit R-25.*

# ERIE RAILROAD COMPANY.

## N.

## Traffic Record.

## River Street, Paterson, N. J., Wednesday, November 19th, 1913.

| Hours | Pedestrians | Trolley Cars | Horse Drawn Vehicles | Autos | Bicycles | Motorcycles | Gates Down | Passenger Trains | Freight Trains | Drill Engines |
|---|---|---|---|---|---|---|---|---|---|---|
| A.M. | | | | | | | | | | |
| 5- 6 | 40 | 3 | 10 | 0 | 1 | 0 | 5 | 5 | 1 | 0 |
| 6- 7 | 673 | 11 | 21 | 0 | 7 | 1 | 7 | 6 | 0 | 1 |
| 7- 8 | 280 | 16 | 60 | 12 | 18 | 2 | 10 | 12 | 1 | 0 |
| 8- 9 | 193 | 10 | 48 | 25 | 12 | 1 | 5 | 4 | 0 | 1 |
| 9-10 | 137 | 12 | 51 | 23 | 2 | 0 | 6 | 6 | 0 | 0 |
| 10-11 | 126 | 8 | 59 | 16 | 2 | 0 | 2 | 2 | 0 | 0 |
| 11-12 | 161 | 10 | 79 | 19 | 7 | 1 | 10 | 6 | 0 | 4 |
| P.M. | | | | | | | | | | |
| 12- 1 | 516 | 13 | 42 | 30 | 25 | 2 | 5 | 4 | 0 | 0 |
| 1- 2 | 243 | 10 | 56 | 20 | 2 | 2 | 7 | 4 | 0 | 3 |
| 2- 3 | 155 | 12 | 57 | 27 | 3 | 6 | 9 | 5 | 1 | 4 |
| 3- 4 | 203 | 11 | 80 | 24 | 16 | 5 | 7 | 3 | 0 | 2 |
| 4- 5 | 285 | 11 | 81 | 46 | 10 | 2 | 8 | 5 | 0 | 3 |
| 5- 6 | 494 | 13 | 52 | 31 | 10 | 1 | 7 | 8 | 0 | 1 |
| 6- 7 | 773 | 17 | 17 | 13 | 21 | 6 | 12 | 12 | 0 | 0 |
| 7- 8 | 359 | 12 | 8 | 10 | 2 | 3 | 7 | 5 | 1 | 0 |
| 8- 9 | 283 | 11 | 3 | 15 | 0 | 2 | 6 | 5 | 1 | 0 |
| 9-10 | 271 | 9 | 2 | 6 | 0 | 1 | 6 | 5 | 2 | 0 |
| 10-11 | 35 | 7 | 0 | 4 | 0 | 0 | 4 | 3 | 1 | 0 |
| TOTALS | 5227 | 196 | 726 | 321 | 138 | 35 | 123 | 100 | 8 | 19 |

RECORDS TAKEN BY

All Items Except Pedestrians.

(5 A.M.-6.30 A.M.), (8.30 A.M.-1 P.M.), (3 P.M.-7 P.M.), (8 P.M.-11 P.M.), H. B. Davenport. (6.30 A.M.-8.30 A.M.), W. L. Blakeney. (1 P.M.-3 P.M.), (7 P.M.-8 P.M.), L. F. Kleen.

Pedestrians.

(5 A.M.-6 A.M.), (9 A.M.-5 P.M.), (6 P.M.-11 P.M.), L. F. Kleen. (6 A.M.-9 A. M.), W. L. Blakeney. (5 P.M.-6 P.M.), H. B. Davenport.

R-26 for identification.

Original data embraced in R-25.

BLUE PRINTS OF VIEWS.

R.-27. Madison Avenue.
R-28. Straight and Clay Streets.
R-29. Cedar Street.
R-30. Market Street.
R-31. Ellison Street.
R-32. Van Houten Street.
R-33. Broadway.
R-34. Fair Street.
R-35. Hamilton Avenue.
R-36. Lafayette Street.
R-37. Franklin Street.
R-38. Keen Street.
R-39. Warren Street.
R-40. River Street.

EXHIBIT R-41.

Photographs of Crossings.

EXHIBIT R-42.

Agreement between Erie R. R. Co. and Weidmann Silk Dyeing Co., dated July 12, 1911. Same as R-62.

EXHIBIT R-43.

Time Table. Printed in testimony at page 326.

*Exhibit R-44.*

## EXHIBIT R-44.

## ERIE RAILROAD SYSTEM.

The following table shows the Operating Revenues, Operating Expenses, and Operating Income for the period 1903 to 1913, expressed in mills per traffic unit, viz.: Revenue Ton Miles plus Passenger Miles:

| | 1903 | 1910 | 1913 | Five Year Average 1903-1907 | Five Year Average 1908-1912 |
|---|---|---|---|---|---|
| Total Operating Revenues (including outside operations) | (Mills) 7.79 | (Mills) 7.97 | (Mills) 7.71 | (Mills) 7.83 | (Mills) 7.90 |
| Maintenance of Way & Structures, | .64 | .77 | .78 | .70 | .81 |
| Maintenance of Equipment, | .97 | 1.33 | 1.29 | 1.19 | 1.38 |
| Transportation & Traffic Expenses, | 2.70 | 2.74 | 2.78 | 2.84 | 2.85 |
| General Expenses, | .15 | .16 | .16 | .17 | .16 |
| Outside Operations Expenses | .39 | .46 | .42 | .42 | .45 |
| Total Operating Expenses | 4.85 | 5.46 | 5.43 | 5.32 | 5.65 |
| Taxes, | .17 | .21 | .25 | .18 | .21 |
| Total Operating Expenses and Taxes, | 5.02 | 5.67 | 5.68 | 5.50 | 5.86 |
| Operating Income, | 2.77 | 2.30 | 2.03 | 2.33 | 2.04 |

Office of the Comptroller.
December 22, 1913.

## EXHIBIT R-45.

### ERIE RAILROAD COMPANY.

Statement showing cost to repair in kind, damage to track, roadway, bridges, structures, etc., also expense involved in cleaning creek channels, track ditches, etc., as a result of flood conditions in March and April, 1913.

| Division | Amount. |
|---|---|
| Meadville | $33,787.85 |
| Mohoning | 96,903.09 |
| Cincinnati | 80,193.34 |
| Chicago and Erie | 4,906.61 |
| | $215,790.89 |

NOTE: The above cost does not include loss of gross revenue sustained during the months of March and April as a result of flood conditions, which was quite heavy, but difficult to arrive at in figures.

## EXHIBIT R-46.

### ERIE RAILROAD COMPANY.

(Erie Grand Division.)

Statement showing cost to repair, in kind, damage to track, roadway, bridges, structures, etc., also the expense involved in cleaning creek channels, track ditches, etc., as a result of the flood conditions in March and April, 1913.

| Division. | Amount. |
|---|---|
| Delaware | $2,792.53 |
| Susquehanna | 7,703.26 |
| Wyoming | 290.93 |
| Rochester | 2,697.26 |
| Alleghany | 4,158.46 |

*Exhibit R-47.*

| Division. | Amount. |
|---|---|
| Buffalo | $10,291.05 |
| Bradford | 869.18 |
| Genessee River | 1,944.70 |
| | $30,747.37 |

NOTE: The above cost does not include loss of gross revenue sustained during the month of March or April as a result of flood conditions, which was quite heavy, but difficult to arrive at in figures.

## EXHIBIT R-47.

## ORIGINAL PETITION OF PATERSON.

Paterson, N. J., March 15th, 1913.

To the Board of Public Utilities,
State of New Jersey.

Gentlemen:

The petition of the Board of Finance of the City of Paterson, respectfully shows unto your Honorable Body, that the Erie Railroad Company operates a railroad, running through the City of Paterson, in the County of Passaic, and the State of New Jersey, and entering the said City at the border line of the Township of Acquacknonk, and thence running in a northwesterly direction to about Taylor Street, in the said City, where it assumes a northerly direction, running to about Godwin Street in the said City, where it assumes a northeasterly direction, finally crossing the City line into the Borough of Hawthorne, at the Passaic River.

And your petitioner shows, that in passing through the City the said Railroad crosses a great number of streets and highways at grade, and that such crossings are dangerous to public safety, and that public travel on the streets and highways, crossing are greatly impeded by reason of such crossing.

*Exhibit R-47.*

Your petitioner further shows that the said Erie Railroad Company operates such Railroad by virtue of lease from two separate Railroad Companies; that it operates the part of such Railroad south of Market Street in the said City by virtue of a lease from the Paterson and Hudson River Railroad Company; and it operates the part of such railroad north of Market Street by virtue of a lease from the Paterson and Ramapo Railroad Company.

That the said Railroad crosses Market Street, one of the principal thoroughfares of Paterson at grade, and that by reason of the great number of engines, passenger and freight trains crossing the said point, travel along said Market Street is greatly impeded and hindered, and that lives of persons compelled to use said street at this point are greatly endangered.

That your petitioners are unable to set forth, whether the right-of-way leased by the said Erie Railroad Company at this point is owned by the Paterson and Hudson River Railroad Company, or by the Paterson and Ramapo Railroad Company, but asserts that the same is owned by one or the other of said Companies.

Your petitioner shows, that upon said Market Street, the Public Service Railway Company operates two lines of street cars, one running east and west on Market Street, over the said crossing, and the other running along Market Street west of the said crossing, and proceeding along another street or highway, known as Park Avenue, to the east of said crossing, which last named street begins at the said crossing and runs to the eastward.

That in the opinion of your petitioners, more pedestrians and vehicles use this crossing than any other crossing in the State of New Jersey, and that by reason thereof, traffic is impeded to a greater extent

than at any other such crossing within the knowledge of your petitioner.

Your petitioner further shows that the Public Service Electric Company maintains certain lines of wires over this crossing, both under and above said crossing; that the Passaic Water Company maintains certain pipes for the distribution of potable water, under the tracks of the said railroad; the Public Service Gas Company maintains certain pipes for the distribution of gas, under said crossing, and through the said streets.

(2) Your petitioner further shows that said railroad crosses Cedar Street at grade, and that the main line of said railroad at this point is owned by the Paterson and Hudson River Railroad Company, but the Erie Railroad Company owns and operates certain other side tracks at this crossing; said crossing interferes with and impedes very seriously the traffic over the said highway, and that same is extremely dangerous to public safety.

(3) Your petitioner further shows that the said railroad crosses Clay Street at grade, and that the main line of said railroad at this point is owned by the Paterson and Hudson River Railroad Company, but the Erie Railroad Company owns and operates certain tracks at this crossing; said crossing interferes with and impedes very seriously the traffic over said highway, and that same is extremely dangerous to public safety.

(4) Your petitioner further shows, that said railroad crosses Madison Avenue at grade; that the main line tracks at this point are owned by the Paterson and Hudson River Railroad Company; said crossing is extremely dangerous to public safety, and impedes travel on said Madison Avenue.

(5) That the said Erie Railroad Company also crosses Ellison Street in the City of Paterson, and

that the right-of-way at this point is owned by the Paterson and Ramapo Railroad Company; that no street railway lines use this crossing.

(6) That the said Erie Railroad Company crosses Van Houten Street, in the City of Paterson, and that the right-of-way at this point is owned by the Paterson and Ramapo Railroad Company; that no street car lines use this crossing.

(7) Broadway is crossed by the line of said Railroad Company, and that the right-of-way at this point is owned by the Paterson and Ramapo Railroad Company; that a street railroad is maintained at this point by the Public Service Railway Company, which operates a line east and west of Broadway at this point; that the Passaic Water Company owns a system of water pipes under this crossing; that the Public Service Gas Company owns and operates a system of pipes for the distribution of gas under this crossing; and that the Public Service Electric Company maintains a line of electric wires for supplying current over this crossing and also under same; that the New York Telephone Company also operates a series of conduits, used in and about for its telephone system under this crossing.

(8) That the said Railroad Company also crosses Fair Street in the City of Paterson, and that the right-of-way at this point is owned by the Paterson and Ramapo Railroad Company; that no street car line uses this crossing.

(9) That the said Railroad Company also crosses Hamilton Avenue in the City of Paterson, and that the right-of-way at this point is owned by the Paterson and Ramapo Railroad Company; that no street car line uses this crossing.

(10) That the said Railroad Company also crosses Tyler Street in the City of Paterson, and that the right-of-way at this point is owned by the Paterson

and Ramapo Railroad Company; that no street car line uses this crossing.

(11) That the said Railroad Company also crosses Governor Street in the City of Paterson, and that the right-of-way is owned by the Paterson and Ramapo Railroad Company; that no street car line uses this crossing.

(12) That the said Railroad Company also crosses Lawrence Street in the City of Paterson, and that the right-of-way is owned by the Paterson and Ramapo Railroad Company; that no street car line uses this crossing.

(13) That the said Railroad Company also crosses Montgomery Street in the City of Paterson, and that the right-of-way is owned by the Paterson and Ramapo Railroad Company; that no street car line uses this crossing.

(14) That the said Railroad Company also crosses Lafayette Street in the City of Paterson, and that the right-of-way is owned by the Paterson and Ramapo Railroad Company; that no street car line uses this crossing.

(15) That the said Railroad Company also crosses Franklin Street at this point in the City of Paterson, and that the right-of-way is owned by the Paterson and Ramapo Railroad Company; that no street car line uses this crossing.

(16) That the said Railroad Company also crosses Keene Street in the City of Paterson, and that the right-of-way is owned by the Paterson and Ramapo Railroad Company; that no street car line uses this crossing.

(17) That the said Railroad Company also crosses Warren Street in the City of Paterson, and that the right-of-way is owned by the Paterson and Rama-

po Railroad Company; that no street car line uses this crossing.

(18) That the said Railroad Company also crosses River Street at a very acute angle, and that by reason thereof, the same is a very dangerous crossing, and that travel is impeded greatly thereupon. The right-of-way at this point is owned by the Paterson and Ramapo Railroad Company; that a street railway is maintained at this crossing by the Public Service Railroad Company, which operates a line east and west on River Street at this point, and that the Passaic Water Company owns a system of water pipes under this crossing; that the Public Service Gas Company owns and operates a system of pipes for the distribution of gas under this crossing; that the Public Service Electric Company maintains a line of electric wires for supplying electric current over this crossing and also under same; that the New York Telephone Company also operates a series of conduits in and about, for its telephone system under this crossing.

That all the above crossings are dangerous to public safety and greatly impede and interfere with travel over the said streets.

Your petitioner further shows that because of the nearness of these crossings, one to the other, and because of the grades of said streets and the conditions in the vicinity thereof, it is impossible to substitute a crossing not at grade at any one, without changing all of them from grade. When of the said crossings is altered so as to substitute a crossing not at grade, it will be necessary to change all the others, and that the question of the change of the same should be considered at one time, so that whatever change is made in one crossing, should be considered with reference to changes made at each of the others.

Your petitioner therefore prays that your Honorable Board shall fix a time and a place for a hearing before it, to determine what changes or alterations

*Exhibit R-47.*

should be made at the above named crossings, and requests that an order be made, directing the said Railroad Company to make such alterations that the said Railroad shall no longer cross the public streets or highways at grade, and your petitioner will therefore pray, etc.

BOARD OF FINANCE,
Per (Signed) John J. Brophy,
Clerk to the Board of Finance.

## EXHIBIT R-48.

## STATEMENT OF SIGNAL AND INTERLOCKING EXPENDITURES.

| Division | | Year Ending June 30th, 1911 | Year Ending June 30th, 1912 | Year Ending June 30th, 1913 | Since June 30, '13, to date. | Contemplated | Totals Interlocking | Totals Automatics |
|---|---|---|---|---|---|---|---|---|
| Terminal | Interlocking | 168,838.08 | 12,986.39 | | | | 181,824.47 | |
| | Automatic signals. | 32,081.07 | | | | | | 32,081.07 |
| New York | Interlocking | | 26,970.00 | 26,334.00 | | | 53,304.00 | |
| | Automatic signals. | 16,400.00 | 53,131.36 | 16,146.63 | | | | 85,677.99 |
| Delaware | Interlocking | | | | | | | |
| | Automatic signals. | | | 108,327.88 | 58,197.12 | | | 166,525.00 |
| Susquehanna | Interlocking | | | 2,249.05 | | | 2,249.05 | |
| | Automatic signals. | 151,448.33 | | | | | | 151,448.33 |
| Buffalo | Interlocking | | 64,008.00 | 2,069.06 | 1,200.94 | | 67,278.00 | |
| | Automatic signals. | | | 27,969.82 | 142,225.18 | 18,471.20 | | 188,666.20 |
| Mahoning | Interlocking | 17,890.00 | | | | | 17,890.00 | |
| | Automatic signals. | | | | | 153,560.00 | | 153,560.00 |
| Cincinnati | Interlocking | | 55,037.80 | | | | 55,037.80 | |
| | Automatic signals. | | | 41,379.43 | 116,532.05 | 17,964.55 | | 175,876.03 |
| Chicago & Erie | Interlocking | | | 43,546.00 | 10,000.00 | 33,546.00 | 87,092.00 | |
| | Automatic signals. | | | | | 310,470.00 | | 310,470.00 |
| NJ and NY | Interlocking | | | | | | | |
| | Automatic signals. | | | 33,464.55 | | | | 33,464.55 |
| | Totals. | 386,657.48 | 212,133.55 | 301,486.42 | 328,155.29 | 534,011.75 | 464,675.32 | 1,297,769.17 |

| | | | |
|---|---|---|---|
| Total to 1911 ... | $386,657.48 | Contemplated | 534,011.75 |
| Total to 1912 ..... | $598,791.03 | | 464,675.32 |
| Total to 1913 ..... | $900,277.45 | | |
| Total to date (Jan. 8, 1913) ..... | $1,228,432.74 | Grand Total | $2,296,456.24 |
| Total expended and contemplated ..... | | | $2,296,456.24 |

*Exhibit R-49.*

## EXHIBIT R-49.

(Same as R-47 for Identification. See p. 348.)

## ERIE RAILROAD INDUSTRIAL SIDINGS IN PATERSON, N. J.

| | Industry | | Commodities | | Length | Agreement | Average cars per month. |
|---|---|---|---|---|---|---|---|
| 1. | Leslie Elliott Co. | v | Boiler Works | | 881 | 9/8/12 | 4 |
| 2. | Cooke Locomotive Works | v | Locomotives | | (5000) | | 88 |
| 3. | Passaic Steel Co. | v | Steel | | (5000) | | 2 |
| 4. | R. H. McDonald | v | Storage | | (75) | | 11 |
| 5. | G. A. Zabriskie | v | Flour | | (75) | | 2 |
| 6. | Com. Lumber & Mill Wk. Co. | xv | Lumber | | 306 | 8/14/12 | .. |
| 7. | C. Kelly (T. L.) | a | Bldg. material | | (300) | | 6 |
| 8. | M. Goble | xa | | | | | |
| 9. | Nat'l Fuel & Supply Co. | a | Wood | | | | 5 |
| 10. | Standard Oil Co. | a | Oil | | | | 23 |
| 11. | John Agnew & Co. | (a) v | Bldg. material | | (2000) | | 260 |
| | | (b) v | Coal | | (400) | | |
| | | (c) v | | | (300) | | |
| 12. | Samuel Smith & Son | v | Boilers | | 200 | | 10 |
| 13. | Rogers Locomotive Co. | y | Locomotive | | yd trk. | | 86 |
| 14. | James Wilson & Son | t | Coal | | (600) | | 135 |
| 15. | McNab & Harlin | b | Castings | | (1000) | | 33 |
| 16. | Jas. W. Graham & Co. | b | Brewery | | | | 5 |
| 17. | Nat'l Biscuit Co. | b | Biscuits | | | | |
| 18. | Morris & Co. | v | Beef | | (150) | | 41 |
| 19. | Paterson Vehicle Co. | y | Vehicles | | | | 1 |
| 20. | Paterson Beef Co. | xv | Beef | | (75) | | |
| 21. | E. M. Stiles | y | Lumber | | | | 3 |
| 22. | The Herman Co. | v | Wholesale Grocers | | (350) | | 26 |
| 23. | Sulzberger Sons Co. | v | Beef | | (100) | | 16 |
| 24. | David G. Rogers | xv | | | (50) | 10/20/05 | |
| 25. | Armour & Co. | v | Beef | | (400) | | 14 |
| 26. | Hinchliffe Brg. Co. | v | Coal | | (350) | | 31 |
| 27. | Katz Bros. | v | Brewery | | (150) | | 22 |
| 28. | P. S. Van Kirk Co. | f | Lumber | | 587 | 6/25/07 | 22 |
| 29. | A. H. Smith | xt | | | 350 | 1/29/09 | |
| 30. | Myer & DeVogle | v | Grain | | (120) | | 16 |
| 31. | Armstrong Sons Co. | c | Coal | | (900) | 2/21/06 | 12 |
| 32. | A. H. Smith | c | Stone | | (75) | | 4 |
| 33. | D. Fullerton & Co. | c | Beef | | (120) | | 82 |
| 34. | Atherton Grain Co. | c | Grain | | (90) | | 7 |
| 35. | J. A. Lydecker | c | Grain | | (90) | | 8 |
| 36. | Public Service Gas Co. | (a) v | Coal | | 411 | 6/21/11 | 160 |
| | | (b) v | Oil | | 600 | 5/23/07 | |
| 37. | J. Van Den Handle | v | Coal | | (200) | | 5 |
| 38. | Swift & Co. | v | Meat Scrap | | 395 | 10/9/12 | 9 |
| 39. | H. M. Post | v | Coal | | (400) | | 27 |
| 40. | Ashley & Bailey | v | Coal | | 486 | 2/26/08 | |
| 41. | Nat'l Silk Dyeing Co. | v | Coal | | 782 | 12/20/11 | 1 |
| 42. | Grasselli Chemical Co. | v | Chemicals | | (150) | | 1 |

*Exhibit R-49.*

## EXHIBIT R-49 (Continued).

| | Industry | | Commodities | Length | Agreement | Average cars per month. |
|---|---|---|---|---|---|---|
| 43. | Weidman Silk Dyeing Co. (a) | v | Coal | (300) | 6/20/05 | 4 |
| | (b) | v | Storage house | 629 | 7/12/11 | |
| | (c) | v | Coal | (400) | 5/11/10 | |
| | (d) | v | | | 5/11/10 | |
| 44. | L. Lapat | v | Scrap iron | 558 | 8/27/07 | 38 |
| 45. | Southerland & Edwards | v | Rope | 270 | 12/30/11 | 1 |
| 46. | Nicholson File Co. | v | Files | 245 | 12/21/04 | 48 |
| 47. | Hygeia Ice Co. | x | Ice | | 11/12/04 | |
| 48. | Puglia & Gramatica | v | Coal | 868 | 7/8/08 | 37 |
| 49. | Auger & Simon Silk Dye Co. | xv | | 275 | 2/14/06 | |
| 50. | Paterson Consol. Ice Co. | x | Ice | | 11/14/10 | |
| 51. | Van Winkle-Bromley Lbr. Co. | v | Lumber | 332 | 5/11/11 | 20 |
| 52. | Gulf Refining Co. | d | Oil | (350) | 2/15/11 | 12 |
| 53. | Diamond Coal Co. | v | Coal | (200) | | 64 |
| 54. | William Dunkley | d | Charcoal | | | 2 |
| 55. | Bon Arbor Chemical Co. | b | Chemicals | | | 2 |
| 56. | Centre Paper & Box Co. | c | Paper boxes | (120) | | |
| 57. | Waldo Silk Ribbon Co. | c | Silk mach. | | | |
| 58. | Passaic Water Co. | d | | | | 1 |
| 59. | Hamilton Lumber Co. | t | Lumber | | | 44 |
| 60. | Fuller's Express Co. | v | Express | (600) | | 420 |
| 61. | Olive Oil Soap Co. | f | | | | 3 |

Legend

v. Exclusive siding.
x. Not in use.
a. Joint siding.
y. Yard track.
t. Team delivery track.
b. Joint siding.
f. Joint siding.
c. Joint siding.
d. Joint siding.
c. Joint siding.

(Figures in brackets) Estimated lengths of sidings.

*Exhibit R-50.*

## EXHIBIT R-50.

THIS AGREEMENT, made in duplicate this Eighth day of July in the year one thousand nine hundred and Twelve by and between Erie Railroad Company (hereinafter called the Railroad Company) of the first part, and Leslie Elliott & Company, a co-partnership consisting of David Leslie and William Elliott, Jr., (hereinafter called the Shipper),

WITNESSETH

THAT, WHEREAS the shipper desires the construction of side-tracks, about 881 feet long, near Paterson in the County of Passaic and State of New Jersey which side-track the Railroad Company is willing to construct upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary labor and materials and construct said side-tracks about 881 feet in length, extending from a point of connection in the west bound main track. Said point of connection being 259 feet south or east along south rail of the west bound track from a point where said south rail intersects with the south or easterly line of Iowa Avenue, continued across the said south rail, thence extending in an easterly direction and parallel to the west bound main track 418 feet; thence beginning at a point of connection 208 feet from the switch point of the first described side track and extending in a north or westerly direction 463 feet, in substantially the location and position as shown by the red lines upon the plan hereto attached and made a part hereof.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said sidetrack

which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side-track over or along any street or highway, and agrees to secure to the Railroad Company the lawful right to use the same and to remove therefrom the materials in said side-track, as hereinafter provided.

Third: The Shipper agrees to pay the cost of the grading and of all materials, and the cost of all the labor used in the construction of said side-tracks, together with the usual percentages added for superintendence and use of tools, and, upon the execution and delivery of this agreement, shall advance and pay to the Railroad Company the sum of Four thousand five hundred and thirty seven and 10/100 ($4537.10) dollars, which it is estimated will cover the expense to be borne by the Shipper, it being understood that if such expense is less than the sum so advanced, the Railroad Company shall repay to the Shipper the difference; and if such expense exceeds the sum so advanced, the Shipper will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

Fourth: The Shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said side-track, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side-track.

Fifth: The Shipper shall not erect, or allow to be erected, any platform. shed or other structure over said side-track, or nearer than seven feet to the nearest rail of said side-track, without written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

*Exhibit R-50.*

Sixth: That portion of said side-tracks located upon the lands of the Railroad Company shall be its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side-tracks located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company, unless furnished or paid for by the Shipper, and upon the termination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side-tracks and, without unnecessary injury to said premises, to remove therefrom the materials owned by it, which said materials shall not be deemed fixtures appurtenant to the land.

Seventh: It is understood that the movement of cars and engines over said side-tracks involves a risk of injury to or death of persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said side-tracks, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of or of the death of its officers or members, or of any of its employes, occasioned by, or arising out of, such construction, maintenance or operation, unless such injuries or death are shown to have been caused solely by the negligence of the Railroad Company, its agents or employee; and said Shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage, injury or death so assumed by it, and from all costs and expenses connected therewith.

Eighth: The Shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said

side-tracks, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side-tracks.

Ninth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days' previous notice in writing of such cancellation and termination; but, until so cancelled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, and the terms of this agreement, except in so far as they relate to the description and cost of the particular track herein provided for, shall apply to any additions to or extensions of said side-tracks.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first abve written.

ERIE RAILROAD COMPANY,

By J. C. STUART,
*Vice President.*

Witness as to party of the first part:
A. N. DUGAN.

LESLIE ELLIOTT & COMPANY,
By WM. ELLIOTT, JR.

Witness as to party of the second part:
M. C. MURRAY.

A correct copy:
D. B.
*Secretary.*

*Exhibit R-51.*

## EXHIBIT R-51.

THIS AGREEMENT, made in duplicate this fourteenth day of September in the year one thousand, nine hundred and twelve, by and between the ERIE RAILROAD COMPANY (hereinafter called the Railroad Company) of the first part, and the Commercial Lumber & Millwork Company, a Corporation, existing under, and by virtue of the Laws of the State of New Jersey (hereinafter called the shipper) of the second part,

WITNESSETH:

THAT, WHEREAS, the Railroad Company has constructed, owns and is now operating a side track about 306 feet long, near Paterson, in the County of Passaic, and State of New Jersey.

THAT, WHEREAS, the shipper desires the construction of an extension to said side track of about 35 feet, which side track extension the Railroad Company is willing to construct upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary labor and materials and construct said side track extention about thirty five (35) feet in length, extending in a southerly direction from the end of the existing side track, in substantially the location and position shown by the red lines upon the plan hereto attached and made a part hereof,—said existing side track being shown in yellow lines.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said side track and extension, which shall be located outside of the lands of the Railroad Company, including such con-

sents and permits as may be necessary for the construction and operation of said side track and extension over or along any street or highway, and agrees to secure to the Railroad Company the lawful right to use the same and to remove therefrom the materials in said side track and extension, as hereinafter provided.

Third: The Shipper agrees to pay the cost of the grading and of all materials, and the cost of all the labor used in the construction of said side track extension, together with the usual percentages added for superintendence and use of tools, and, upon the execution and delivery of this agreement, shall advance and pay to the Railroad Company the sum of one hundred fifty one and 32/100 ($151.32) dollars, which it is estimated will cover the expense to be borne by the Shipper, it being understood that if such expense is less than the sum so advanced, the Railroad Company shall repay to the Shipper the difference; and if such expense exceeds the sum so advanced, the Shipper will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

Fourth: The Shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said side track, and extension thereto, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side track.

Fifth: The Shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side track, or nearer than seven feet to the nearest rail of said side track, without written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Sixth: That portion of said side track located upon the lands of the Railroad Company shall be its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side track located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company unless furnished or paid for by the Shipper, and upon the termination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side track, and without unnecessary damage to said premises, to remove therefrom the materials owned by it, which said materials shall not be deemed fixtures appurtenant to the land.

Seventh: It is understood that the movement of cars and engines over said side track and extension involves a risk of injury to or death of persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said side track and extension, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of or of death of its officers or members, or of any of its employes, occasioned by, or arising out of, such construction, maintenance or operation, unless such injuries or death are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said Shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage, injury or death so assumed by it, and from all costs and expenses connected therewith.

Eighth: The Shipper further agrees to promulgate and enforce proper and adequate rules for the

government of its employes while on or about said side track, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side track extension.

Ninth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days previous notice in writing of such cancellation and termination, but, until so canceled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, and the terms of this agreement, except in so far as they relate to the description and cost of the particular track herein provided for, shall apply to any additions to or extensions of said side track.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,

By DAVID BOSMAN,

*Vice President.*

Witness as to party of the first part

R. A. PEEL.

COMMERCIAL LUMBER &
MILLWORK COMPANY,

By GEORGE W. BOGEN,

*Treas. & Gen. Manager.*

Witness as to party of the second part,

GUSTAV A. HUNZIKER,

*Secy.*

*Exhibit R-52.*

## EXHIBIT R-52.

THIS AGREEMENT, made in duplicate this twentieth day of October in the year 1905, by and between the Erie Railroad Company, hereinafter called the "Railroad Company," party of the first part, and the David G. Rogers Company, of Paterson, New Jersey, hereinafter called the party of the second part.

WITNESSETH:

THAT WHEREAS, The party of the second part has requested the Railroad Company to construct a certain side track, which shall connect the road and tracks of the Railroad Company with the premises of the party of the second part, and

WHEREAS, The Railroad Company is willing to construct said side track as hereinafter provided.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter stated, it is agreed as follows:

First: The Railroad Company agrees to construct a side track 215 feet long, as shown by the parallel red lines on the map hereto attached and hereby made a part of this agreement.

Second: The party of the second part agrees to procure all consents and permits from the local authorities and from the property owners and others, which shall be necessary for the construction of said side track and the operation of cars and engines there free from all claim for injury to property or otherwise, and hereby gives to the Railroad Company, its successors and assigns the right to enter upon the premises of the party of the second part for the purpose of constructing that portion of said side track, which shall be located outside the lands and right of way of the Railroad Company and for the removal of the materials thereof as herein provided.

*Exhibit R-52.*

Third: The party of the second part will, at its own proper cost and expense do all the grading as directed by the Railroad Company, furnish the cross and switch ties, rails, frogs, switches, splices, spikes, bolts, guard rails, switch points and switch stands delivered on the site of said side track and pay for all labor required in the construction of said side track.

Fourth: The Railroad Company hereby agrees to keep the siding in such repair as it may deem necessary for the safe transaction of business and the party of the second part agrees to pay to the party of the first part on demand, the actual market value of the material furnished for the repairs, based on the cost of the material, the labor in handling and in transportation to the siding, the Railroad Company to determine what repairs are necessary to the siding.

Fifth: The said party of the second part will not erect or cause to be erected any platform, shed or other structure along or over said side track without leaving sufficient clearance for the cars and engines of the Railroad Company, and without the written approval of the said Railroad Company of the plans and specifications of such structure.

Sixth: That all materials, namely: rails, frogs, switches, splices, bolts, guard rails, switch points and switch stands furnished by the David G. Rogers Company in the construction of said side track, may be removed by the said Company, its successors and assigns at any time, the party of the first having no claim whatever upon such material, either in law or in equity, nor will it at any time make claim thereto, but the same is the sole and exclusive property of the said David G. Rogers Company and not a fixture appurtenant to the land.

Seventh: The party of the second part assumes all risk of injury to the person of its officers, or of

*Exhibit R-52.*

any of its employes, and all loss of or damage to its property by fire, or otherwise, occasioned by, arising out of, or connected with the construction, maintenance or operation of said side track, whether caused by negligence of the said Railroad Company, its servants, agents, employes or otherwise, and hereby releases said Railroad Company, its successors and assigns from all claims for such loss or damage to property and for injuries to the persons of its officers, or of any of its employes and agrees to indemnify and save harmless said Railroad Company, its successors and assigns from all claim for such loss, damage or injury as aforesaid.

Eighth: The party of the second part further agrees to promulgate and enforce proper and suitable rules for the government of its employes, who may be working on or around said side track and the cars standing thereon, to the that when so at work, notice may be given to the employes of the Railroad Company and the danger of accidents thereby reduced.

Ninth: This agreement shall carry to and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

ERIE RAILROAD COMPANY,
By F. D. UNDERWOOD.

CRAIG GRAVES.

As to the party of the first part

DAVID G. ROGERS COMPANY,
By DAVID G. ROGERS,
*Prest.*

As to the party of the second part.

*Exhibit R-53.*

## EXHIBIT R-53.

THIS AGREEMENT, made in duplicate this twenty-fifth day of June, in the year one thousand nine hundred and seven by and between ERIE RAILROAD COMPANY (hereinafter called the Railroad Company) of the first part, and P. S. VAN KIRK COMPANY, a corporation, organized under the laws of New Jersey (hereinafter called the Shipper), of the second part,

WITNESSETH:

THAT, WHEREAS, the Railroad Company has heretofore constructed and is now operating for the Shipper at Paterson, in the County of Passaic and State of New Jersey, a side track, beginning at a point of connection with the Railroad Company's west bound main track near Montgomery Street and extending therefrom in a curve to the north and east across Lawrence Street, a distance of about five hundred eighty-seven (587) feet, substantially as indicated on the plan hereto attached, which side track is the property of the Railroad Company; and

WHEREAS, The Shipper desires the construction of an additional side track in connection with the side track above described, which additional side track the Railroad Company is willing to construct upon the conditions hereinafter set forth; and it is further desired that the ownership, maintenance and operation of both said side tracks shall be covered by this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary labor and materials and construct said additional side track about three hundred (300) feet in length, beginning at a point of connection with the existing

side track above described at a point near Lawrence Street and extending therefrom across said Lawrence Street to the coal pockets of the Shipper, in substantially the location and position as shown by the red lines upon the plan hereto attached and made a part hereof.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said side track which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side track over or along any street or highway, and agrees to secure to the Railroad Company the lawful right to use the same, and to remove therefrom the materials in said side track, as hereinafter provided.

Third: The Shipper agrees to pay the cost of the grading and of all materials, other than rails and fastenings, and the cost of all the labor used in the construction of said side track, together with the usual percentages added for superintendence and use of tools, and, upon the execution and delivery of this agreement, shall advance and pay to the Railroad Company the sum of Four hundred ninety-two and 94/100 ($492.94) Dollars, which it is estimated will cover the expense to be borne by the Shipper, it being understood that if such expense is less than the sum so advanced, the Railroad Company shall repay to the Shipper the difference; and if such expense exceeds the sum so advanced, the Shipper will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

Fourth: The Shipper shall repay to the Railroad Company promptly the cost of all labor and value of all materials, other than rails or fastenings used in repairing or maintaining said side tracks such value being based upon the cost of such materials

and the labor in handling and transporting the same to said side tracks.

Fifth: The Shipper shall not erect, or allow to be erected, any platforms, shed or other structure over said side tracks or nearer than six feet to the nearest rail thereof, without the written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Sixth: That portion of said side tracks located upon the lands of the Railroad Company shall be and remain its property and under its exclusive control, and all materials used in the construction and maintenance of those portions of said side tracks located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company, unless furnished or paid for by the Shipper, and upon the termination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side tracks and, without unnecessary injury to said premises, to remove therefrom the materials furnished and owned by it, which said materials shall not be deemed fixtures appurtenant to the land.

Seventh: It is understood that the movement of cars and engines over said side tracks involves a risk of injury to persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said side tracks, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of its officers or members, or of any of its employes, occasioned by, or arising out of, such construction, maintenance or operation, unless such

*Exhibit R-53.*

injuries are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said Shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage or injury so assumed by it, and from all costs and expenses connected therewith.

Eighth: The Shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side tracks, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side tracks.

Ninth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days' previous notice in writing of such cancellation and termination, but, until so cancelled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,
By J. C. STUART,
*Gen. Manager.*

Witness as to party of the first part:
GEO. P. BRYAN.

P. S. VAN KIRK COMPANY,
By P. S. VAN KIRK,
*President.*

Witness as to party of the second part:
W. S. RIGDIN,
Paterson.

*Exhibit R-54.*

## EXHIBIT R-54.

THIS AGREEMENT, made in duplicate this 29th day of January, in the year one thousand nine hundred and nine, by and between Erie Railroad Company, (hereinafter called the Railroad Company), of the first part, and A. H. Smith, of Paterson N. J., (hereinafter called the Shipper), of the second part,

WITNESSETH:

THAT, WHEREAS the Shipper desires the construction of a side track, about 350 feet long, near River Street, Paterson, in the County of Passaic and State of New Jersey, which side-track the Railroad Company is willing to construct upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary labor and materials and construct said side-tracks about 350 feet in length, extending from a point of connection in the siding located between Keene and Lafayette Streets in the City of Paterson and extending to the property of the Shipper, in substantially the location and position as shown by the red lines upon the plan hereto attached and made a part hereof.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said side-track which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side-track over or along any street or highway, and agrees to secure to the Railroad Company the lawful right to use the same and to remove

therefrom the materials in said side-track, as hereinafter provided.

Third: The Shipper agrees to pay the cost of the grading and of all materials, other than rails and fastenings, and the cost of all the labor used in the construction of said side-track, together with the usual percentages added for superintendence and use of tools, and, upon the execution and delivery of this agreement, shall advance and pay to the Railroad Company the sum of Seven Hundred Seventy-Six Dollars and Ten Cents ($776.10), which it is estimated will cover the expense to be borne by the Shipper, it being understood that if such expense is less than the sum so advanced, the Railroad Company shall repay to the Shipper the difference; and if such expense exceeds the sum so advanced, the Shipper will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

Fourth: The Shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials, other than rails and fastenings, used in repairing or maintaining said side-track, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side-track.

Fifth: The Shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side-track, or nearer than six feet to the nearest rail of said side-track, without the written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Sixth: That portion of said side track located upon the lands of the Railroad Company shall be and remain its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side-track located outside the lands of the Railroad Company shall be and

remain the property of the Railroad Company, unless furnished or paid for by the Shipper, and upon the termination of this agreement the Railroad Company shall have the right to enter upon the premises occupied by said side-track, without unnecessary injury to said premises to remove therefrom the materials furnished and owned by it, which said materials shall not be deemed fixtures appurtenant to the land.

Seventh: It is understood that the movement of cars and engines over said side-track involves a risk of injury to persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said side-track, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of its officers or members, or of any of its employes, occasioned by, or arising out of, such construction, maintenance or operation, unless such injuries are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said Shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage or injury so assumed by it, and from all costs and expenses connected therewith.

Eighth: The Shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side-track, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side-track.

Ninth: This agreement may be cancelled and terminated by either party giving to the other at least sixty days' previous notice in writing of such can-

cellation and termination, whenever it becomes necessary to change or to abandon said side-track on account of any changes in the grade of the street, crossed by said side-track or on account of any changes or improvements that the Railroad Company may make in its said railroad, but, until so cancelled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, successors and assigns respectively.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,
By J. C. STUART.

Witness as to party of the first part:
J. B. DICKSON.

ARCHIBALD H. SMITH.

Witness as to party of second part:
C. JOYCE.

## EXHIBIT R-55.

THIS AGREEMENT, made in duplicate, this day of February 21st, in the year 1906, by and between the Erie Railroad Company, hereinbefore called the Railroad Company, party of the first part, and the Armstrong Sons Company, of Paterson, New Jersey, hereinafter called the party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part has requested the Railroad Company to relocate a certain side track, which shall connect the railroad and tracks of the Railroad Company with the premises

and coal trestle of the party of the second part, at Paterson, New Jersey, and,

WHEREAS, the Railroad Company is willing to relocate said side track as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter stated it is agreed as follows:

First: The Railroad Company agrees to relocate a side track 250 feet long in substantially the location as shown by parallel red lines on the map hereto attached and hereby made a part of this agreement, said side tracks to be and remain the property of the Railroad Company.

Second: The party of the second part agrees to procure all consents and permits from the local authorities and from the property owners and others which shall be necessary for the relocation of said side track and the operation of cars and engines thereon free from all claim for injury to property or otherwise, and hereby gives to the Railroad Company, its successors and assigns the right to enter upon the premises of the party of the second part for the purpose of constructing that portion of said side track which shall be located outside the lands and right of way of said Railroad Company and for the removal of the materials thereof, as herein provided:

Third: The party of the second part will at its own proper cost and expense do all the grading as directed by the Railroad Company and pay for all labor required in the relocation of said side track. The party of the second part will at its own proper cost and expense erect, in accordance with the specifications and subject to the approval of the Railroad Company, a coal trestle 190 ft. in length.

Fourth: The Railroad Company agrees to keep the siding in such repair as it may deem necessary for the safe transaction of business and the party of the second part agrees to pay to the party of the first

part, on demand the actual market value of the material furnished for the repairs, based on the cost of the material, the labor inhandling, and in transportation to the siding, the Railroad Company to determine what repairs are necessary to the siding.

Fifth: The party of the part agrees to keep the coal trestle above mentioned in good repair, necessary for the safe transaction of business, the Railroad Company to determine what repairs are necessary for such safe transaction of business and the operation of cars over said trestle.

Sixth: The said party of the second part will not erect or cause to be erected, any platform, shed or other structure along or over said side track, without leaving sufficient clearance for the cars and engines of the Railroad Company and without the written approval of the said Railroad Company of the plans and specifications of such structure.

Seventh: That all materials, namely: rails, frogs, switches, splices, spikes, bolts, guard rails, switch points and switch stands furnished by the Railroad Company in the construction of said side track, may be removed by the said Railroad Company, its successors or assigns, at any time, the party of the second part having no claim whatever upon such material, either in law or in equity, nor will it, at any time, make claim thereto, but the same is the sole and exclusive property of the Railroad Company and not a fixture appurtenant to the land.

Eighth: The party of the second part assumes all risk of injury to the persons of its officers, or of any of its employes and all loss of or damage to its property by fire, occasioned by, arising out of, or connected with the construction, maintenance or operation of said side track, whether caused by negligence of the said Railroad Company, its servants, agents, employes or otherwise and hereby releases said Railroad Company, its successors and assigns from all

claim for such loss of, or damage to property and for injuries to the persons of its officers, or of any of its employes and agrees to indemnify and save harmless said Railroad Company, its successors and assigns from all claim for such loss, damage or injury as aforesaid.

Ninth: The party of the second part further agrees to promulgate and enforce proper and suitable rules for the government of their employes, who may be working on or around said side track, and the cars standing thereon to the end, that when so at work, notice thereof may be given to the employes of the Railroad Company and the danger of accidents thereby reduced.

Tenth: This agreement shall carry to and be binding upon the successors and assigns of the respective parties hereto.

Eleventh: The party of the second part hereby expressly agree to vacate, at any time, upon sixty days' written notice by the Railroad Company, that portion of the lands of the Railroad Company occupied by the trestle of the party of the second part, the same being enclosed by yellow lines on the map hereto attached.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ERIE RAILROAD COMPANY,
By G. A. RICHARDSON,
*Vice President.*

DAVID BOSMAN, *Secretary,*
as to the party of the first part.

ARMSTRONG SONS COMPANY,
By ARMSTRONG SONS CO.,
per Wm. Armstrong, *Treas.*

JOHN H. ARMSTRONG, *Sec.,*
as to the party of the second part.

*Exhibit R-56.*

## EXHIBIT R-56.

THIS AGREEMENT, made in duplicate this 21st day of August in the year one thousand nine hundred and eleven by and between ERIE RAILROAD COMPANY (hereinafter called the Railroad Company), of the first part, and the Public Service Gas Company, a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey with office at Paterson, N. J. (hereinafter called the Shipper), of the second part,

WITNESSETH:

THAT, WHEREAS, the shipper desires the construction of a side-track, about 411 feet long, near Paterson in the County of Passaic and State of New Jersey which side-track the Railroad Company is willing to construct upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary labor and materials and construct said side-track about 411 feet in length, extending from a point of connection in the present siding, said point being opposite the westerly end of the present freight house and extending in a southwesterly direction four hundred and eleven (411) feet, in substantially the location and position as shown by the red lines upon the plan hereto attached and made a part hereof.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said side-track which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side-track over or along any street or highway, and agrees to secure to the Railroad Com-

pany the lawful right to use the same and to remove therefrom the materials in said side-track, as hereinafter provided.

Third: The Shipper agrees to pay the cost of the grading and of all materials, and the cost of all the labor used in the construction of said side-track, together with the usual percentages added for superintendence and use of tools, and, upon the execution and delivery of this agreement, shall advance and pay to the Railroad Company the sum of one thousand seven hundred and twenty-nine and 54/100 dollars, which it is estimated will cover the expense to be borne by the Shipper, it being understood that if such expense is less than the sum so advanced, the Railroad Company shall repay to the Shipper the difference; and if such expense exceeds the sum so advanced, the Shipper will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

Fourth: The Shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said side-track, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side-track.

Fifth: The Shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side-track, or nearer than seven feet to the nearest rail of said side-track, without written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Sixth: That portion of said side-track located upon the lands of the Railroad Company shall be its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side-track located outside the

lands of the Railroad Company shall be and remain the property of the Railroad Company, unless furnished or paid for by the Shipper, and upon the termination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side-track and, without unnecessary injury to said premises, to remove therefrom the materials owned by it, which said materials shall not be deemed fixtures appurtenant to the land.

Seventh: It is understood that the movement of cars and engines over said side-track involves a risk of injury to or death of persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said side-track, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employees, or by any other cause; and all risk of injury to the persons of or of the death of its officers or members, or of any of its employees, occasioned by, or arising out of, such construction, maintenance or operation, unless such injuries or death are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said Shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage, injury or death so assumed by it, and from all costs and expenses connected therewith.

Eighth: The Shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side-track, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side-track.

Ninth: This agreement may be cancelled and terminated by either party giving to the other at least

ninety days' previous notice in writing of such cancellation and termination; but, until so cancelled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, and the terms of this agreement, except in so far as they relate to the description and cost of the particular track herein provided for, shall apply to any additions to or extensions of said side-track.

Tenth: To permit the construction of said side track it is necessary to relocate the present siding, placing the switch points or connection fifteen (15) feet easterly of the present location, which side track is covered by agreement dated May 23rd, 1907; the present location being shown in broken white lines, and the proposed relocation being shown in broken red lines on said plan. It is understood that the Shipper will pay the cost of such relocation and that such cost is covered by paragraph "Third" hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,

By J. C. STUART,

*Vice President.*

Witness as to party of the first part:

A. N. DUGAN.

PUBLIC SERVICE GAS COMPANY,

By GEO. J. ROBERTS,

*Vice President.*

Witness as to party of the second part:

EDWIN W. HINE,

*Secretary.*

*Exhibit R-57.*

## EXHIBIT R-57.

THIS AGREEMENT, made in duplicate this 23rd day of May, in the year one thousand nine hundred and seven, by and between the ERIE RAILROAD COMPANY, (hereinafter called the "Railroad Company") of the first part, and PUBLIC SERVICE CORPORATION OF NEW JERSEY, a corporation of the State of New Jersey, (hereinafter called the "Shipper") of the second part,

WITNESSETH:

THAT WHEREAS, the Railroad Company is now operating for the Shipper at River Street in the City of Paterson, County of Passaic, State of New Jersey a side track beginning at a point of connection with the Railroad Company's existing siding opposite the northerly side of Lyon Street and extending therefrom in a curve to the south and west a distance of about six hundred (600) feet, which side track is the property of the Railroad Company, and

WHEREAS, the Shipper desires that the location of the aforesaid siding be changed and an extension thereto about nineteen and one-half (19½) feet in length be constructed all substantially as indicated on the blue print hereto attached, and

WHEREAS, the Railroad Company is willing to make the change in location of said side track and to construct the extension thereto as aforesaid on the conditions hereinafter set forth, and it is further desired that the ownership, maintenance ond aperation of said side track as relocated and extended be covered by this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

*Exhibit R-57.*

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary labor and materials, and perform the work of changing the location of the existing siding from the location and position shown by the parallel broken white lines to that indicated by the parallel broken red lines on the plan hereto attached and hereby made a part hereof, and of constructing the extension to said side track as relocated about nineteen and one-half (19½) feet in length.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said side track which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side track over or along any street or highway, and agrees to secure to the Railroad Company the lawful right to use the same and to remove therefrom the materials in said side track as hereinafter provided.

Third: The Shipper agrees to pay the cost of grading and of all materials other than metal materials, and the cost of all labor used in the relocation of said side track and the construction of the extension thereto, together with the usual percentages added for superintendence and use of tools, and upon the execution and delivery of this agreement, shall advance and pay to the Railroad Company the sum of Three hundred and seventy-five dollars and ninety-two cents ($372.92) which it is estimated will cover the expense to be borne by the Shipper, it being understood that if such expense if less than the sum so advanced, the Railroad Company shall pay to the Shiper the difference, and if such expense exceeds the sum so advanced, the Shipper will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

*Exhibit R-57.*

Fourth: The Shipper shall pay to the Railroad Company promptly the cost of all labor and the value of all materials other than metal material, used in repairing or maintaining said side track constructed as hereinbefore provided, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side track.

Fifth: The Shipper shall, at its own cost and expense, construct the trestle upon which the latter portion of said side track as relocated and extended (about 180 feet in length) is to be constructed, subject to the approval as to plan and construction of the Engineer of the Railroad Company, and shall maintain said trestle in such condition as the Railroad Company shall deem necessary for the safe operation of cars and engines thereon.

Sixth: The Shipper shall not erect or allow to be erected any platform, shed or other structure over said side track or nearer than six feet to the nearest rail thereof, without the written approval of the Railroad Company of the plans and specifications therefor in order that sufficient clearance may be left for the cars of the Railroad Company.

Seventh: That portion of said side track located upon the lands of the Railroad Company shall be and remain its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side track located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company, unless furnished or paid for by the Shipper, and upon the termination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side track, and without unnecessary injury to said premises, to remove therefrom the materials owned and furnished by it, which said materials shall not be deeded fixtures appurtenant to the land.

*Exhibit R-57.*

Eighth: It is understood that the movements of cars and engines over said side track involves a risk of injury to persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of, or damage to its property, occasioned by, or arising out of, the construction and maintenance of said side track, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents, or employes, or by other cause, and all risk of injury to persons of its officers, or members, or of any of its employes, occasioned by, or arising out of such construction, maintenance and operation, unless such injuries are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said Shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage or injury so assumed by it, and from all costs and expenses connected therewith.

Ninth: The Shipper further agrees to promulgate and enforce rules for the government of its employes while on or about said side track, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side track.

Tenth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days' previous notice in writing of such cancellation and termination, but, until so cancelled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their successors and assigns, respectively.

*Exhibit R-58.*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year above written.

ERIE RAILROAD COMPANY,
By J. C. STUART,
*General Manager.*

GEO. P. BRYAN.

Witness as to the party of the first part.

PUBLIC SERVICE CORPORATION
OF NEW JERSEY,
By H. B. CARLTON,
*Vice President.*

Witness as to party of the second part:

FREDERICK EVANS,
*Sec'y.*

EXHIBIT R-58.

THIS AGREEMENT, made in duplicate this 9th day of October, in the year one thousand nine hundred and twelve, by and between ERIE RAILROAD COMPANY (hereinafter called the Railroad Company of the first part), and Swift & Company, a corporation of the State of New Jersey, (hereinafter called the Shipper), of the second part,

WITNESSETH:

THAT, WHEREAS the Shipper desires the construction of a side-track, about 395 feet long, near Paterson in the County of Passaic and State of New Jersey which side-track the Railroad Company is willing to construct upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary

labor and materials and construct that portion of said side-track about 152 feet in length, extending from a point of connection in present siding, said point being 430 feet north of the northerly end of River Street freight house and extending in a south westerly direction to the right of way line of said Railroad Company in substantially the location and position as shown by red lines upon the plan attached hereto and made a part hereof. The Shipper to furnish the necessary labor and material and construct that portion of said side track about 243′ in length extending from right of way line of Railroad Company in a south westerly direction across Wait Street and onto the property of the Shipper in substantially the location and position as shown by the yellow lines upon the plan hereto attached and made a part hereof.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said side-track which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side-track over or along any street or highway, and agrees to secure to the Railroad Company the lawful right to use the same and to remove therefrom the materials in said side-track, as hereinafter provided.

Third: The Shipper agrees to construct at its entire expense that portion of the track outside of the right of way of the Railroad Company. The Railroad Company will construct at its expense that portion of the track from the switch point to its right of way line.

Fourth: The Shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said portion of the said side track outside of the right of way of the Railroad Company, such value being based

upon the cost of such materials and the labor in handling and transporting the same to said side-track.

Fifth: The Shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side-track, or nearer than seven feet to the nearest rail of said side-track, without written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Sixth: That portion of said side-track located upon the lands of the Railroad Company shall be its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side-track located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company, unless furnished or paid for by the Shipper, and upon the termination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side-track and, without unnecessary injury to said premises, to remove therefrom the materials owned by it, which said materials shall not be deemed fixtures appurtenant to the land.

Seventh: It is understood that the movement of cars and engines over said side-track involves a risk of injury to or death of persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said sidetrack, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of or of the death of its officers or members, or of any of its employes, occasioned by, or arising out of, such construction, maintenance or operation, unless such injuries or death are shown to have been caused solely by the negligence of the

*Exhibit R-58.*

Railroad Company, its agents or employes; and said Shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage, injury or death so assumed by it, and from all costs and expenses connected therewith.

Eighth: The Shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side-track, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side-track.

Ninth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days' previous notice in writing of such cancellation and termination; but, until so cancelled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, and the terms of this agreement, except in so far as they relate to the description and cost of the particular track herein provided for, shall apply to any additions to or extensions of said side-track.

In Witness Whereof, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,
By David Bosman,
*Vice President.*

Witness as to party of the first part:
H. A. Kelm.

SWIFT & COMPANY,
By L. F. Swift,
*President.*

Witness as to party of the second part:
C. A. Peacock,
H. J. Nelson.

*Exhibit R-59.*

## EXHIBIT R-59.

THIS AGREEMENT made in duplicate this 26th day of February in the year one thousand nine hundred and eight, by and between ERIE RAILROAD COMPANY (hereinafter called the "Railroad Company") of the first part, and THE ASHLEY AND BAILEY COMPANY, a corporation of the State of New Jersey (hereinafter called the "Shipper") of the second part.

WITNESSETH

THAT WHEREAS, the Shipper desires the construction of a side-track, about 486 feet long, and a trestle about 150 feet long under a portion of said side track, near Paterson, in the County of Passaic and State of New Jersey, which side track the Railroad Company is willing to construct upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary labor and material and construct said side track about 486 feet in length extending southerly from a siding at Wood Street to the property of the Shipper, in substantially the location and position as shown by the parallel solid red lines upon the plan hereto attached and made a part hereof.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said side track which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side track over or along any street or highway, and agrees to secure to the Railroad Company the lawful right to use the same and to re-

move therefrom the materials in said side track, as hereinafter provided.

Third. The Shipper agrees to pay the cost of the grading and of all materials and the cost of all the labor used in the construction of said side track, together with the usual percentages added for superintendence and use of tools, and, upon the execution and delivery of this agreement, shall advance and pay to the Railroad Company the sum of fourteen hundred eight dollars and seventy eight cents ($1408.78) which it is estimated will cover the expense to be borne by the Shipper, it being understood that if such expense is less than the sum so advanced the Railroad Company shall repay to the Shipper the difference; and if such expense exceeds the sum so advanced, the Shipper will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

Fourth: The Shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said side track, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side track.

Fifth: The Shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side track, or nearer than six feet to the nearest rail of said side track, without the written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Sixth: That portion of said side track located upon the lands of the Railroad Company shall be and remain under its exclusive control, but all materials used in the construction and maintenance of the whole side track shall be and remain the property of the shipper. Upon the termination of this agreement

and upon payment to the Railroad Company of the cost of such removal the Railroad Company shall remove from that portion of said side track located upon the lands of the Railroad Company the materials furnished and owned by the Shipper, and deliver the same to the Shipper.

Seventh: The Shipper further agrees to build before said side track is constructed, and thereafter maintain at its own expense, a trestle 150 feet long under a portion of the said side track in substantially the location indicated by yellow lines on the said plan hereto annexed and in accordance with the plans and specifications of the Railroad Company, and agrees to repair at its own expense said trestle whenever such repairs are deemed necessary by the Railroad Company.

Eighth: It is understood that the movement of cars and engines over said side track and trestle involves a risk of injury to persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said side track and trestle, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of its officers or members, or of any of its employes, occasioned by, or arising out of, such construction, maintenance or operation, unless such injuries are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said Shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage or injury so assumed by it, and from all costs and expenses connected therewith.

Ninth: The Shipper further agrees to promulgate and enforce proper and adequate rules for the govern-

ment of its employes while on or about said side track and trestle, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side track.

Tenth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days' previous notice in writing of such cancellation and termination; but, until so cancelled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,
By J. C. STUART.

Witness as to party of the first part:
J. B. DICKSON.

THE ASHLEY AND BAILEY COMPANY,
By J. J. BAILEY, *Treas.*

Witness as to party of the second part:
S. LONGBOTHAM.

## EXHIBIT R-60.

THIS AGREEMENT, made in duplicate this 20th day of December in the year one thousand nine hundred and eleven by and between ERIE RAILROAD COMPANY (hereinafter called the Railroad Company), of the first part, and NATIONAL SILK DYEING COMPANY, a corporation of the State of New Jersey, (hereinafter called the Shipper), of the second part,

WITNESSETH

THAT WHEREAS, the Shipper desires the construction of a side-track, about 600 feet long, and a 182

feet extension to an existing side track near Paterson in the County of Passaic and State of New Jersey which side-track the Railroad Company is willing to construct upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary labor and materials and construct said side-track about 600 feet in length, extending from a point of connection in the present side track as relocated, said point being 152 ft. from the switch point of the present side track in its relocated position and extending in a southwesterly direction six hundred (600) feet, and to relocate and extend said present side track from the position shown in broken white lines to that shown in broken red and solid red lines on the plan attached, said side tracks as relocated and constructed being in substantially the location and position as shown by the red lines upon the plan hereto attached and made a part hereof.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said side-track which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side-track over or along any street or highway, and agrees to secure to the Railroad Company the lawful right to use the same and to remove therefrom the materials in said side-track, as hereinafter provided.

Third: The Shipper agrees to pay the cost of the grading and of all materials, and the cost of all the labor used in the construction, relocation and extension of said side-track, together with the usual percentages added for superintendence and use of tools,

and, upon the execution and delivery of this agreement, shall advance and pay to the Railroad Company the sum of Two Thousand Eight Hundred Fifty-seven 50/100 (Letter of Jan. 30/12) dollars, which it is estimated will cover the expense to be borne by the Shipper, it being understood that if such expense is less than the sum so advanced, the Railroad Company shall repay to the Shipper the difference; and if such expense exceeds the sum so advanced, the Shipper will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

Fourth: The Shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said side-track, six hundred feet in length, of which about 103 feet is located on the right of way of the Railroad Company and about 497 feet located outside the right of way of the Railroad Company, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side-track.

Fifth: The Shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side-track, or nearer than seven feet to the nearest rail of said side-track, without written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Sixth: That portion of said side-track located upon the lands of the Railroad Company shall be its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side-track located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company, unless furnished or paid for by the Shipper, and upon the ter-

mination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side-track and, without unnecessary injury to said premises, to remove therefrom the materials owned by it, which said materials shall not be deemed fixtures appurtenant to the land.

Seventh: It is understood that the movement of cars and engines over said side-track involves a risk of injury to or death of persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said side-track, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of or of the death of its officers or members, or of any of its employes, occasioned by, or arising out of, such construction, maintenance or operation, unless such injuries or death are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said Shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage, injury or death so assumed by it, and from all costs and expenses connected therewith.

Eighth: The Shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side-track, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side-track.

Ninth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days' previous notice in writing of such cancellation and termination; but, until so cancelled and terminated, the rights, duties and obligations of the

respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, and the terms of this agreement, except in so far as they relate to the description and cost of the particular track herein provided for, shall apply to any additions to or extensions of said side-track.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,
By J. C. STUART,
*Vice-President.*

Witness as to party of the first part:
A. N. DUGAN.

NATIONAL SILK DYEING COMPANY,
By C. L. LEYER,
*President.*

Witness as to party of the second part:
FRANK MAASS, *Secretary.*

EXHIBIT R-61.

THIS AGREEMENT made in duplicate this 20th day of June, 1905, by and between the ERIE RAILROAD COMPANY, hereinafter called the "Railroad Company," party of the first part, and the WEIDMAN SILK DYEING COMPANY, a corporation duly organized under the laws of the State of New Jersey, having its principal office at Paterson, N. J., hereinafter called the "Weidman Company," party of the second part,

WITNESSETH:

WHEREAS, The party of the first part operates a line of railroad extending through the City of Paterson, N. J., and said Weidman Company desires to construct a subway or tunnel across the right of way

and underneath the tracks of said Railroad Company to connect its buildings upon either side thereof, which said Railroad Company is willing to have done upon the terms and conditions hereinafter provided.

NOW THEREFORE, in consideration of the premises and the covenants and conditions hereinafter contained and of the sum of One Dollar ($1.00) paid by said Weidman Company to said Railroad Company, the receipt whereof is hereby acknowledged, said Railroad Company hereby consents that said Weidman Company may construct and operate its subway or tunnel across the right of way and lands and under the tracks of the said Railroad Company, in the location and manner and in accordance with the dimensions as shown more particularly on the maps and plans attached hereto and which are hereby made a part of this agreement, subject to the following conditions, which said Weidman Company hereby agrees to keep and perform.

First: The subway shall be constructed of concrete so laid that the top of the structure shall be no less than two feet six inches below the base of the lowest rail of the Railroad Company's present tracks, and in a manner satisfactory to and under the supervision of the Chief Engineer of said Railroad Company and for that purpose said engineer may employ a competent inspector, whose wages shall be paid by the Weidman Company upon the presentation of bills by the Railroad Company. Said subway shall be so constructed and maintained as not to interfere with said Railroad or with the transaction of the business of the Railroad Company, its successors or assigns, and at the sole cost and expense of the Weidman Company.

Second: The work of temporarily supporting the tracks and structures of the said Railroad Company, during the construction of the subway, shall be done

by the Railroad Company in such manner as shall be deemed safe and necessary to the transaction of the Railroad Company's business in the opinion of the Chief Engineer, or his inspector and the labor and material required in such work shall be paid for by the Weidman Company upon the presentation of a bill by the Railroad Company.

Third: The subway shall be maintained in safe condition and repair by the Weidman Company, its successors and assigns, at its sole cost and expense and the repairs or work necessary to the safe and sufficient maintenance thereof, shall be at all times determined by the Chief Engineer of the Railroad Company.

Fourth: The Weidman Company hereby assumes all risk of loss, damage or injury to persons or property occasioned by, arising out of, or in any way connected with the construction, operation or maintenance of said subway and the Weidman Company agrees hereby to indemnify and save harmless the said Railroad Company, its successors and assigns from all loss, damage or injury and from all claims for such injury and that if any such loss, damage or injury shall occur to the tracks, property or employes of the Railroad Company, either in the course of construction or by bursting or breaking of said subway, or afterward occur by reason of the existence of said subway, the said Weidman Company will pay the cost upon demand.

Fifth: It is further agreed and understood that in case the Railroad Company shall at any time during the continuance of this agreement, construct any additional tracks or other structures over or near said subway or change the grade of its present or future tracks said Weidman Company shall at its sole cost and expense make all necessary corresponding changes in said subway or tunnel, or if deemed neces-

sary by said Railroad Company, shall remove same entirely and in event of such change of conditions the provisions of the agreement shall apply in like manner after the construction of such additional tracks, structures or changes as at present and said subway shall be protected and made safe to the Railroad Company as hereinbefore described at the sole cost and expense of said Weidman Company, upon demand of the Railroad Company.

Sixth: It is further understood and agreed that upon or in the event of the removal of said subway, which removal shall be done under the supervision of the Chief Engineer of the Railroad Company at the sole cost and expense of the said Weidman Company, said Weidman Company shall restore the tracks, structures and premises of the said Railroad to such condition as shall be satisfactory to the Chief Engineer of said Railroad Company and if said Weidman Company will not restore the property of the Railroad Company as aforesaid, the Railroad Company may restore the same and charge the cost and expense to the Weidman Company, which the latter agrees hereby to pay on presentation of a bill therefor, and all rights herein granted shall cease and determine upon the removal of said subway.

Seventh: It is further understood and agreed that no vested right in said premises is hereby granted or conveyed and that the privileges hereby given are subject to any and all conditions, restrictions, and reservations upon or under which said Railroad Company holds said premises.

Eighth: The right, privileges, duties and obligations of the parties hereto under this agreement shall carry to and be binding upon the successors and assigns of the respective parties hereto.

In Witness Whereof, the parties hereto have caused the signatures of their presidents and their re-

spective seals to be hereto affixed duly attested by their respective secretaries the day and year first above written.

ERIE RAILROAD COMPANY

By F. D. UNDERWOOD,
*President.*

Attest: (SEAL.)

DAVID BOSMAN, *Secretary.*

WEIDMAN SILK DYEING COMPANY

By I. WEIDMANN,
*President.*

Attest: (SEAL.)

JAMES H. ROGERS, *Secretary.*

## EXHIBIT R-62.

THIS AGREEMENT, made in duplicate this twelfth day of July in the year one thousand nine hundred and eleven, by and between the ERIE RAILROAD COMPANY (hereinafter called the Railroad Company) of the first part, and the WEIDMANN SILK DYEING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, with office at Paterson, N. J. (hereinafter called the shipper) of the second part.

WITNESSETH:

THAT, WHEREAS, the Railroad Company has constructed and is now operating a side track six hundred twenty nine (629) feet in length for the accommodation of said shipper, at Fifth Avenue, in the City of Paterson, County of Passaic and State of New Jersey, and

WHEREAS, the shipper owns the rail and fastenings off the right of way of the Railroad Company, a distance of four hundred twenty nine (429) feet of said

side track, which said side track is covered by agreement dated May 11th, 1910, and which said agreement shall hereby be annulled and made void; and

WHEREAS, the shipper desires the relocation of said side track placing it entirely on the lands of the Railroad Company, beginning at a point approximately two hundred (200) feet easterly from the southerly street line of Fifth Avenue and extending in a westerly direction along and parallel with the east bound main track of the Railroad Company and thirteen (13) feet therefrom a distance of six hundred (600) feet, as shown in dashed red on the plan attached hereto and made a part hereof, and

WHEREAS: the shipper desires the construction of a coal hopper underneath said side track as relocated, said hopper to be located one hundred forty (140) feet westerly of the northerly street line of Fifth Avenue, in substantially the location and position as shown by solid red on said plan. Railroad Company agrees to relocate said side track and permit construction of said hopper upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The shipper agrees to furnish the necessary consents and permits as may be required for the relocation, construction and operation of said side track over or along any street or highway, and agrees to secure to the Railroad Company the lawful right to use the same and to remove therefrom the materials in said side track as hereinafter provided.

Second: The shipper agrees to pay the cost of all materials and the cost of all labor used in relocating said side track and the westerly end of crossover connecting the east bound main track with said side track, also the cost of all material and the cost of all

labor used in changing the location of the crossing gates on the northwesterly side of the railroad at Fifth Avenue crossing, together with the usual percentages added for superintendence and use of tools and, upon the execution and delivery of this agreement, shall advance and pay to the Railroad Company the sum of Eight Hundred Sixteen Dollars and seventy five cents ($816.75) which it is estimated will cover the expense to be borne by the shipper, it being understood that if such expense is less than the sum so advanced, the Railroad Company shall repay to the shipper the difference; and if such expense exceeds the sum so advanced, the shipper will pay to the Railroad Company the amount of such excess upon receipt of proper bill or voucher therefor.

Third: The shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said side track, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side track.

Fourth: The shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side track, or nearer than nine feet to the center line of said side track, without the written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Fifth: That portion of said side track located upon the lands of the Railroad Company shall be and remain the property of the Railroad Company and under its exclusive control, and upon the termination of this agreement the Railroad Company shall have the right to remove therefrom the materials therein.

Sixth: The Railroad Company agrees upon the terms hereinafter mentioned to allow the shipper to construct and maintain, during the continuance of

this agreement, said coal hopper upon its right of way under said side track, in substantially the location as shown on said plan.

Seventh: The shipper agrees to furnish the necessary labor and materials and construct said coal hopper in good and workmanlike manner to the satisfaction of the Superintendent or other proper officer of the Railroad Company.

Eighth: The shipper further agrees to cover said hopper with a suitable trap door, and shall, at its own expense, keep said hopper and trap door in good condition and repair, all to the satisfaction and acceptance of the Superintendent, or other proper officer of the Railroad Company, and further assumes as its own the obligation to keep said hopper and the door thereof closed and locked at all times when not in use for the purpose of unloading coal, and assumes all risk of damage or injury sustained by the parties hereto, or any other person, caused by the non-compliance with this provision.

Ninth: The shipper further agrees to pay the cost of such further safety appliances as the Railroad Company may at any time deem necessary to be installed by it in connection with said hopper.

Tenth: It is understood that the movement of cars and engines over said side track and hopper involves a risk of injury to or death of persons and damage to property, and, as between the parties hereto, the shipper hereby assumes all risk of loss of or damage to its property, occasioned by or arising out of the construction or maintenance of said side track and hopper, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents, or employes, or by any other cause; and all risk of injury to the persons of or of the death of its officers or members, or of any of its employes, occasioned by, or arising out of, such construction,

maintenance or operation, unless such injuries or death are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage, injury or death so assumed by it, and from all costs and expenses connected therewith.

Eleventh: The shipper hereby assumes all risk of loss, damage, injury or death, by fire or otherwise, to persons or property on or about said coal hopper, and all risk of loss by fire to property of said shipper or in which he may be interested on any neighboring premises owned or occupied by said shipper, to which fire shall be communicated from said hopper, or the operation, maintenance or existence of the Railroad operated by the Railroad Company, and agrees to indemnify and save harmless said Railroad Company from all claims for any and all such loss, damage or injury whether caused by the negligence of the Railroad Company, its agents, servants or employes or otherwise.

Twelfth: The shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side track and hopper, or the cars standing thereon providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side track.

Thirteenth: This agreement, except for the violation of any of its terms, may be cancelled and terminated by either party giving to the other at least sixty days previous notice in writing of such cancellation and termination, and upon such cancellation and termination, the shipper shall surrender the right of way of the Railroad Company occupied by said coal hopper, and the Railroad Company shall have the right to take up and remove both the said side track and the coal hopper immediately upon the expiration of

such notice, at the expense of said shipper. In case of the violation of any of the provisions of this agreement by said shipper, the Railroad Company may terminate and cancel this agreement by giving not less than three days notice to the shipper; upon such cancellation, in case all covenants herein on the part of said shipper have been performed, said coal hopper may be removed by said shipper, but if not so removed, said Railroad Company may convert the same to its own use or tear down and remove the same, and all right, title and interest of the shipper shall cease and be vested in the Railroad Company. Until cancelled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, and the terms of this agreement, except in so far as they relate to the description and cost of the particular track and hopper herein provided for shall apply to any additions and extensions of said side track and hopper.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY
By J. C. STUART,
*Vice-President.*

Witness as to party of the
first part:
A. N. DUGAN.

WEIDMANN SILK DYEING CO.
By F. S. COWPERTHWAIT,
*Treasurer.*

Witness as to party of the
second part:
WM. MCGILL.

A correct copy.
D B/ Secretary.

*Exhibit R-63.*

## EXHIBIT R-63.

THIS AGREEMENT, made in duplicate this 11th day of May in the year one thousand nine hundred and ten, by and between ERIE RAILROAD COMPANY (hereinafter called the Railroad Company) of the first part and WEIDMANN SILK DYEING COMPANY, a corporation organized and existing under the State of New Jersey (hereinafter called the Shipper) of the second part.

WITNESSETH:

THAT, WHEREAS, the shipper has the use of and owns the rail and fastenings off the right of way (a distance of 429 feet), of a side track of a total length of about 629 feet, at Fifth Avenue Paterson, in the County of Passaic and State of New Jersey, extending in a northerly direction from the point of connection with the east bound main track of the Railroad Company, said point being distant 225 feet southerly from the south line of Fifth Avenue, in substantially the location and position as shown by the red lines upon the plan hereto attached and made a part hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter considered, it is agreed as follows:

First: The shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said side track, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side track.

Second: The shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side track or nearer than six feet to the nearest rail of said side track, without the written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

*Exhibit R-63.*

Third: That portion of said side track located upon the lands of the Railroad Company shall be and remain its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side track located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company, unless furnished or paid for by the shipper, and upon the termination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side track and, without unnecessary injury to said premises, to remove therefrom the materials owned by it, which said materials shall not be deemed fixtures appurtenant to the land.

Fourth: It is understood that the movement of cars and engines over said side track involves a risk of injury to or death of persons and damage to property, and, as between the parties hereto, the shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said side track, or the operation of the cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of or of the death of its members or officers, or of any of its employes, occasioned by, or arising out of, such construction, maintenance or operation, unless such injuries or death are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage, injury or death so assumed by it and from all costs and expenses connected therewith.

Fifth: The shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side track, or the cars standing thereon, provided for the

giving of notice thereof to the employes of the Railroad Company operating upon said side track.

Sixth: This agreement may be cancelled and terminated by either party giving the other at least ninety days' previous notice in writing of such cancellation and termination; but, until so cancelled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, and the terms of this agreement except in so far as they relate to the description and cost of the particular track herein provided for, shall apply to any additions to or extensions of said side track.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,
By J. C. STUART,

Witness as to party of
the first part.
A. N. DUGAN.

WEIDMANN SILK DYEING COMPANY,
By P. S. COWPERTHWAIT,
*Treasurer.*

Witness as to the party of
the second part.
WM. MCGILL.

## EXHIBIT R-64.

THIS AGREEMENT, made in duplicate this 11th day of May in the year one thousand nine hundred and ten by and between ERIE RAILROAD COMPANY (hereinafter called the Railroad Company) of the first part, and WEIDMAN SILK DYEING COMPANY, a cor-

poration organized and existing under the laws of the State of New Jersey (hereinafter called the Shipper), of the second part,

WITNESSETH:

THAT, WHEREAS, the shipper desires the construction of a side-track, about 420 feet long at Paterson in the County of Passaic and State of New Jersey which side-track the Railroad Company is willing to construct upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary labor and materials and construct said side-track about 420 feet in length, extending from a point of connection with a siding of the Railroad Company, which point is near the south side of Fifth Avenue, in a northerly direction and parallel to the tracks of the Railroad Company and to relocate a crossover track from the position shown in broken white lines to that shown in broken red lines upon the plan hereinafter referred to; said new side track to be constructed in substantially the location and position as shown by the red lines upon the plan hereto attached and made a part hereof.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said side-track which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side-track over or along any street or highway, and agrees to secure to the Railroad Company the lawful right to use the same and to remove therefrom the materials in said side-track, as hereinafter provided.

*Exhibit R-64.*

Third: The Shipper agrees to pay the cost of the grading and of all materials, and the cost of all the labor used in the construction of said side-track, and the relocation of said crossover track, together with the usual percentages added for superintendence and use of tools, and, upon the execution and delivery of this agreement, shall advance and pay to the Railroad Company the sum of one thousand six hundred and seventy dollars and seventy cents ($1670.70), which it is estimated will cover the expense to be borne by the Shipper, it being understood that if such expense is less than the sum so advanced the Railroad Company shall repay to the Shipper the difference; and if such expense exceeds the sum so advanced, the Shipper will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

Fourth: The Shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said side-track, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side-track.

Fifth: The Shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side-track, or nearer than seven feet to the nearest rail of said side-track, without written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Sixth: That portion of said side-track located upon the lands of the Railroad Company shall be its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side-track located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company, unless fur-

nished or paid for by the Shipper, and upon the termination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side-track and, without unnecessary injury to said premises, to remove therefrom the materials owned by it, which said materials shall not be deemed fixtures appurtenant to the land.

Seventh: It is understood that the movement of cars and engines over said side track involves a risk of injury to or death of persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said side-track, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of or of the death of its officers or members, or of any of its employes, occasioned by, or arising out of, such construction, maintenance or operation, unless such injuries or death are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said Shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage, injury or death so assumed by it, and from all costs and expenses connected therewith.

Eighth: The Shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side-track, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side-track.

Ninth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days' previous notice in writing of such cancellation and termination; but, until so cancelled and

terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, and the terms of this agreement, except in so far as they relate to the description and cost of the particular track herein provided for, shall apply to any additions to or extensions of said side-track.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,
By J. C. STUART.

Witness as to party of the first part:
A. N. DUGAN.

WEIDMAN SILK DYEING COMPANY,
By F. S. COWPERTHWAIT,
*Treasurer.*

Witness as to party of the second part:
WM. MCGILL.

A correct copy.
DB
*Secretary.*

## EXHIBIT R-65.

THIS AGREEMENT, made in duplicate this 27th day of August in the year one thousand nine hundred and seven by and between ERIE RAILROAD COMPANY (hereinafter called the Railroad Company), of the first part, and LAZAR LAPAT, of Paterson, N. J. (hereinafter called the Shipper) of the second part,

WITNESSETH:

THAT, WHEREAS, the shipper desires the construction of a side-track, about 558 feet long, and a pro-

posed wall about 100 feet long, near Paterson, in the County of Passaic, and State of New Jersey, which side-track and wall the Railroad Company is willing to construct upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary labor and materials and construct said side-track about 558 feet in length, being an extension easterly 201 feet from the end of an existing siding and a spur track extending westerly 357 feet from a point in said proposed extension near the end of said existing siding, all being in substantially the location and position as shown by the parallel red lines upon the plan hereto attached and made a part hereof, and said proposed wall, 100 feet long, in substantially the location, shown by the single solid red line upon said plan.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said side-track which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side-track over or along any street or highway, and agrees to secure to the Railroad Company the lawful right to use the same and to remove therefrom the materials in said side-track, as hereinafter provided.

Third: The shipper agrees to pay the cost of the grading and of all materials other than rails and fastenings, and the cost of all the labor used in the construction of said side-track and wall together with the usual percentages added for superintendence and use of tools, and, upon the execution and delivery of this agreement shall advance and pay to the Railroad

Company the sum of Twenty-four hundred thirty nine dollars & 70 cents (2439.70) which it is estimated will cover the expense to be borne by the Shipper, it being understood that if such expense is less than the sum so advanced, the Railroad Company shall repay to the Shipper the difference; and if such expense exceeds the sum so advanced, the Shipper will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

Fourth: The Shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials, other than rails and fastenings used in repairing or maintaining said side-track and wall such value being based upon the cost of such materials and the labor in handling and transporting the same to said side-track.

Fifth: The Shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side-track, or nearer than six feet to the nearest rail of said side-track, without the written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Sixth: That portion of said side-track and wall located upon the lands of the Railroad Company shall be and remain its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side-track located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company, unless furnished or paid for by the Shipper, and upon the termination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side-track and, without unnecessary injury to said premises, to remove therefrom the materials furnished and owned

by it, which said materials shall not be deemed fixtures appurtenant to the land.

Seventh: It is understood that the movement of cars and engines over said side-track involves a risk of injury to persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said side-track, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of its officers or members, or of any of its employes, occasioned by, or arising out of, such construction, maintenance or operation, unless such injuries are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said Shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage or injury so assumed by it, and from all costs and expenses connected therewith.

Eighth: The Shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side-track, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side-track.

Ninth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days' previous notice in writing of such cancellation and termination; but, until so cancelled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, successors and assigns, respectively.

*Exhibit R-66.*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,
By J. C. STUART,
*General Manager.*

Witness as to party of the first part:
GEO. P. BRYAN.

L. LAPAT.

Witness as to party of the second part:
H. W. MCGRATH.

EXHIBIT R-66.

THIS AGREEMENT, made in duplicate this 30th day of December in the year one thousand nine hundred and eleven by and between ERIE RAILROAD COMPANY (hereinafter called the Railroad Company), of the first part, and SUTHERLAND & EDWARDS COMPANY, a corporation of the State of New Jersey (hereinafter called the Shipper), of the second part,

WITNESSETH:

THAT, WHEREAS the shipper desires the construction of a side track, about 270 feet long, near Paterson in the County of Passaic and State of New Jersey which side track the Railroad Company is willing to construct upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary labor and materials and construct said side track about 270 feet in length, extending from a point of connection in the present siding, known as "Storage

*Exhibit R-66.*

Track No. 2, at Paterson, said point being located approximately 258 feet west of mile post 17, and extending thence, in a westerly direction two hundred and seventy (270) feet, in substantially the location and position as shown by the red lines upon the plan hereto attached and made a part hereof.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said side track which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side track over or along any street or highway, and agrees to secure to the Railroad Company the lawful right to use the same and to remove therefrom the materials in said side track, as hereinafter provided.

Third: The Shipper agrees to pay the cost of the grading and of all materials, and the cost of all the labor used in the construction of said side track, together with the usual percentages added for superintendence and use of tools, and, upon the execution and delivery of this agreement, shall advance and pay to the Railroad Company the sum of Nine Hundred Seventy Four and 05/100 dollars, which it is estimated will cover the expense to be borne by the Shipper, it being understood that if such expense is less than the sum so advanced, the Railroad Company shall repay to the Shipper the difference; and if such expense exceeds the sum so advanced, the Shipper will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

Fourth: The Shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said side track, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side track.

*Exhibit R-66.*

Fifth: The Shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side track, or nearer than seven feet to the nearest rail of said side track, without written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Raillroad Company.

Sixth: That portion of said side track located upon the lands of the Railroad Company shall be its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side track located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company, unless furnished or paid for by the Shipper, and upon the termination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side track and, without unnecessary injury to said premises, to remove therefrom the materials owned by it, which said materials shall not be deemed fixtures appurtenant to the land.

Seventh: It is understood that the movement of cars and engines over said side-track involves a risk of injury to or death of persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said side-track, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of or of the death of its officers or members, or of any of its employes, occasioned by, or arising out of, such construction, maintenance or operation, unless such injuries or death are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said

*Exhibit R-66.*

Shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage, injury or death so assumed by it, and from all costs and expenses connected therewith.

Eighth: The Shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side-track, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side-track.

Ninth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days' previous notice in writing of such cancellation and termination; but, until so cancelled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, and the terms of this agreement, except in so far as they relate to the description and cost of the particular track herein provided for, shall apply to any additions to or extensions of said side-track.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,
By J. C. STUART,
*Vice-President.*

Witness as to party of the first part:
A. N. DUGAN.

SUTHERLAND AND EDWARDS COMPANY,
By MALCOLM HAIN,
*Treasurer.*

Witness as to party of the second part:
JOHN J. WARD.

*Exhibit R-67.*

## EXHIBIT R-67.

THIS AGREEMENT, made in duplicate, this 21st day of December, 1904, between the Erie Railroad Company, hereinafter called the "Railroad Company," party of the first part, and the Nicholson File Co., Paterson, N. J., hereinafter called the parties of the second part.

WITNESSETH:

That the Railroad Company, at the request of the parties of the second part, agrees to construct a side track described as follows:

Being a turnout 245 feet in length from the siding on the north side of main tracks between Fifth and Sixth Avenues, Paterson, N. J., all being substantially as shown on blue print hereto attached and made a part of this agreement.

And the parties of the second part hereby covenant and agree in consideration of the advantage to be by them derived from the operation of said side-track.

First: That they will at their own proper cost and expense do all the grading as directed by the Railroad Company, furnish the cross and switch ties, delivered on the site of the said side-track, and pay for all labor required in the construction of said side-track.

Second: The parties of the second part agree to procure all consents and permits from the local authorities and from the property owners and others, which shall be necessary for the construction of said siding, and the operation of trains thereon, free from all claims for the injury to the property or otherwise.

Third: The party of the first part agrees hereby to keep the siding in such repairs as it may deem necessary for the safe transaction of business and

the parties of the second part agree to pay to the party of the first part, on demand the actual market value of the material furnished, based on the cost of the material, the labor in handling and in transportation to the siding. The party of the first part is to determine what repairs are necessary to the siding.

Fourth: The said parties of the second part will not erect or cause to be erected, any platform, shed or other structure along or over the said tracks, or on the said right of way, without leaving sufficient clearance for the cars and engines of the party of the first part and the written approval of the Erie Railroad Company, of the plans and specifications of such structure.

Fifth: That all material, namely:

| | |
|---|---|
| Rail, | Splices |
| Frogs | Switch Points |
| Bolts | Switch stands |
| Spikes | Guard rails |

furnished by the Railroad Company in the construction of said siding, may be removed by said Railroad Company, its successors or assigns, at any time, the parties of the second part having no claim whatever upon such material, either in law or equity, nor will they at any time make any claim thereto, and that the same is the sole and exclusive property of the said Railroad Company, and not a fixture appurtenant to said land, and said Nicholson File Company for themselves, their heirs, successors and assigns do hereby give and grant to said Railroad Company, its successors and assigns, the right of easement to enter upon said premises at any time, to remove, take away and retain to its own use said materials.

Sixth: The said parties of the second part shall assume all risk of, loss of, or damage to their property, by fire, occasioned by, arising out of or con-

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nected with the operation of said Railroad Company, or the said switch or siding, and release the said Railroad Company, its successors and assigns from all claims for any such loss or damage, whether caused by the negligence of said Railroad Company, its agents, servants, employes or otherwise.

Seventh: The said parties of the second part shall assume all risk of injury to the persons of the party of the second part or any employes of the party of the second part, occasioned by, arising out of, or in connection with the construction, maintenance or operation of said switch or siding, whether caused by the negligence of said Railroad Company, its agents, employes, officers or otherwise and hereby releases the said Railroad Company, its successors and assigns, from all claim for such injury sustained by the parties of the second part or by any of the employes of the party of the second part and agrees to indemnify and save harmless the said Railroad Company, its successors and assigns from all claim from such injury whether caused by the negligence of said party of the first part, its agents, servants, officers, employes or otherwise.

Eighth: The parties of the second part further agree to promulgate and enforce proper and suitable rules for the government of their employes who may be working on and around said side track, and the cars standing thereon, to the end that notice may be given to the employes of the said Railroad Company, and the danger of accidents thereby reduced.

Ninth: This agreement shall carry to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

*Exhibit R-68.*

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed the day and year first above written.

ERIE RAILROAD COMPANY,
By F. D. UNDERWOOD.

Signed in the presence of
J. E. PACKER,
As to the Railroad Company.

Attest:
DAVID BOSMAN,
*Secretary.*

NICHOLSON FILE COMPANY,
CHAS. E. WATTS,
*Acting Manager.*

As to the party of the second part:
W. KENNELLY.

## EXHIBIT R-68.

THIS AGREEMENT, made in duplicate this 12th day of November, 1904, between the Erie Railroad Company, hereinafter called the "Railroad Company," party of the first part, and the Hygeia Ice Company, Paterson, N. J., hereinafter called the parties of the second part:

WITNESSETH:

That the Railroad Company, at the request of the parties of the second part, agrees to construct a side track, described as follows:

Being an extension 100 feet in length on the west end of the present switch to McNab & Harlin's Foundry, on the north side of main tracks 950 feet east of Paterson Station and being directly in front of the ice house of the party of the second part and located on Ramapo Avenue, all being substantially

as shown on blue print hereto attached and made a part of this agreement.

And the parties of the second part hereby covenant and agree in consideration of the advantage to be by them derived from the operation of said side track.

First: That they will, at the own proper cost and expense do all the grading as directed by the Railroad Company, furnish the cross and switch ties, delivered on the site of the said side track, and pay for all labor required in the construction of said side track.

Second: The parties of the second part agree to procure all consents and permits from the local authorities and from the property owners and others, which shall be necessary for the construction of said siding, and the operation of trains thereon, free from all claims for the injury to the property or otherwise.

Third: The party of the first part agrees hereto to keep the siding in such repairs as it may deem necessary for the safe transaction of business and the parties of the second part agrees to pay to the party of the first part, on demand, the actual market value of the material furnished, based on the cost of the material, the labor in handling and in transportation of the siding. The party of the first part is to determine what repairs are necessary to the siding.

Fourth: The said parties of the second part will not erect or cause to be erected, any platform, shed or other structure along or over the said tracks, or on the said right of way, without leaving sufficient clearance for the cars and engines of the party of the first part, and the written approval of the Erie Railroad Company, of the plans and specifications of such structure.

*Exhibit R-68.*

Fifth: That all material, namely:

| | |
|---|---|
| Rail | Splices |
| Frogs | Switch Points |
| Splices | Switch Stands |
| Bolts | Guard Rails |

furnished by the Railroad Company in the construction of said siding, may be removed by said Railroad Company, its successors or assigns, at any time, the parties of the second part having no claim whatever upon such material, either in law or equity, nor will they at any time make any claim thereto, and that the same is the sole and exclusive property of the said Railroad Company, and not a fixture appurtenant to said land, and said Hygeia Ice Company for themselves, their heirs, successors and assigns do hereby give and grant to said Railroad Company, its successors and assigns, the right or easement to enter upon said premises at any time, to remove, take away and retain to its own use said material.

Sixth: The said parties of the second part shall assume all risk of loss of, or damage to their property, by fire, occasioned by, arising out or connected with the operation of said Railroad Company, or the said switch or siding, and release the said Railroad Company, its successors and assigns from all claims for any such loss or damage, whether caused by the negligence of said Railroad Company, its agents, servants, employes or otherwise.

Seventh: The said parties of the second part shall assume all risk of injury to the persons of the party of the second part or any employes of the party of the second part, occasioned by, arising out of, or in connection with the construction, maintenance or operation of said switch or siding, whether caused by the negligence of said Railroad Company, its agents, employes, officers or otherwise, and hereby releases the said Railroad Company, its successors and assigns,

from all claims for such injury sustained by the parties of the second part or by any of the employes of the party of the second part, and agrees to indemnify and save harmless the said Railroad Company, its successors and assigns from all claim from such injury, whether caused by the negligence of said party of the first part, its agents, servants, officers, employes or otherwise.

Eighth: The parties of the second part further agree to promulgate and enforce proper and suitable rules for the government of their employes who may be working on and around said side track, and the cars standing thereon, to the end that notice may be given to the employes of the said Railroad Company, and the danger of accidents thereby reduced.

Ninth: This agreement shall carry to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed the day and year first above written.

ERIE RAILROAD COMPANY,
By F. D. UNDERWOOD.

Signed in the presence of
CRAIG GRAVES,
As to the Railroad Company.

PETER H. HOPPER.

As to the party of the second part:
Witness to signature of Peter H. Hopper:
JACOB VON NIMWEGEN.

*Exhibit R-69.*

## EXHIBIT R-69.

THIS AGREEMENT, made in duplicate this eighth day of July in the year one thousand nine hundred and eight by and between ERIE RAILROAD COMPANY (hereinafter called the Railroad Company) of the first part, and PUGLIA & GRAMAFICE, a partnership consisting of Frank Puglia and Benianrino Gramafice, dealers in the coal business (hereinafter called the Shipper), of the second part,

WITNESSETH:

THAT, WHEREAS, the shipper desires the construction of a side-track, about 868 feet long near Paterson, in the County of Passaic and State of New Jersey, which side-track the Railroad Company is willing to construct upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary labor and materials and construct said side-track about 868 feet in length, extending in an easterly direction from the most northerly yard track near Oregon Avenue, in substantially the location and position as shown by the red lines upon the plan hereto attached and made a part hereof.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said side-track which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side-track over or along any street or highway, and agrees to secure to the Railroad Company the lawful right to use the same and to remove therefrom the materials in said side-track, as hereinafter provided.

*Exhibit R-69.*

Third: The Shipper agrees to pay the cost of the grading and of all materials, and the cost of all the labor used in the construction of said side-track, together with the usual percentages added for superintendance and use of tools, and, upon the execution and delivery of this agreement, shall advance and pay to the Railroad Company the sum of One thousand six hundred and sixty-nine dollars ($1669.00), which it is estimated will cover the expense to be borne by the Shipper, it being understood that if such expense is less than the sum so advanced the Railroad Company shall repay to the Shipper the difference; and if such expense exceeds the sum so advanced, the Shipper will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

Fourth: The Shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said side-track, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side-track.

Fifth: The Shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side-track, or nearer than seven feet to the nearest rail of said side-track, without written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Sixth: That portion of said side-track located upon the lands of the Railroad Company shall be its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side-track located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company, unless furnished or paid for by the Shipper, and upon the ter-

mination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side-track and, without unnecessary injury to said premises, to remove therefrom the materials owned by it, which said materials shall not be deemed fixtures appurtenant to the land.

Seventh: It is understood that the movement of cars and engines over said side track involves a risk of injury to or death of persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said side-track, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of or of the death of its officers or members or of any of its employes, occasioned by, or arising out of, such construction, maintenance or operation, unless such injuries or death are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said Shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage, injury or death so assumed by it, and from all costs and expenses connected therewith.

Eighth: The Shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side-track, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side-track.

Ninth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days' previous notice in writing of such cancellation and termination; but, until so cancelled and terminated, the rights, duties and obligations of the

respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, and the terms of this agreement, except in so far as they relate to the description and cost of the particular track herein provided for, shall apply to any additions to or extensions of said side-track.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,
By J. C. STUART,
*General Manager.*

Witness as to party of the first part:
H. W. MCGRATH.

FRANK PUGLIA,
BENIAMINO GRAMAFICE.

Witness as to party of the second part:
DONATO VITALE.

A correct copy,
D. B., *Sec'y.*

## EXHIBIT R-70.

THIS AGREEMENT, made in duplicate, this 14th day of February, in the year 1906, by and between the ERIE RAILROAD COMPANY, hereinafter called the "Railroad Company" party of the first part, and the AUGER AND SIMON SILK DYEING COMPANY, of Paterson, New Jersey, hereinafter called the party of the second part.

WITNESSETH:

THAT WHEREAS, The party of the second part has requested the Railroad Company to construct a certain side track, which shall connect the road and

tracks of the Railroad Company with the premises of the party of the second part, and—

WHEREAS, The Railroad Company is willing to construct said side track, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter stated, it is agreed as follows:

First: The Railroad Company agrees to construct a side track extending from a point of connection with its existing siding which is 2162 feet west of the east end of the station at River Street, Paterson, in substantially the location and position as shown by parallel red lines upon the blue print hereto attached and hereby made a part of this agreement.

SECOND: The party of the second part agrees to procure all consents and permits from the local authorities and from the property owners and others which shall be necessary for the construction of said side track and the operation of cars and engines thereon free from all claim for injury to property or otherwise and hereby gives to the Railroad Company, its successors and assigns the right or easement to enter upon the premises of the said party of the second part for the purpose of constructing that portion of said side track which shall be located outside the lands and right of way of the said Railroad Company.

Third: The party of the second part will at its own proper cost and expense do all the grading as directed by the Railroad Company, furnish the cross and switch ties and all other necessary material delivered on the site of said side track and pay for all labor required in the construction of said side track.

Fourth: The Railroad Company hereby agrees to keep the siding in such repair as it may deem necessary for the safe transaction of business and the party of the second part agrees to pay to the party of the

first part, on demand, the actual market value of the material furnished for the repairs based on the cost of the material, the labor in handling and in transportation to the siding, the Railroad Company to determine what repairs are necessary to the siding.

Fifth: The said party of the second part will not erect, or cause to be erected any platform, shed or other structure along or over said side track, without leaving sufficient clearance for the cars and engines of the Railroad Company, and without the written approval of the said Railroad Company of the plans and specifications of such structure.

Sixth: The party of the second part assumes all risk of injury to the persons of its officers or of any of its employes, and all loss of or damage to its property by fire, occasioned by, arising out of, or connected with the construction, maintenance or operation of said side track, whether caused by negligence of the said Railroad Company, its servants, agents, employes, or otherwise, and hereby releases the said Railroad Company, its successors and assigns from all claim for such loss or damage to property and for injury to persons of its officers or of any of its employes, and agrees to indemnify and save harmless the said Railroad Company, its successors and assigns from all claims for such loss, damage or injury as aforesaid.

Seventh: The party of the second part further agrees to promulgate and enforce proper and suitable rules for the government of its employes, who may be working on or around said side track and the cars standing thereon, to the end that when so at work notice may be given to the employes of the Railroad Company and the danger of accident thereby reduced.

Eighth: This agreement shall carry to and be binding upon the successors and assigns of the respective parties hereto.

*Exhibit R-71.*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

ERIE RAILROAD COMPANY,
By F. D. UNDERWOOD.

Signed
CRAIG GRAVES
As to the party of the first part.

AUGER AND SIMON SILK DYEING CO.
By C. L. AUGER, *Pres.*

Signed
E. RUSSELL
As to the party of the second part.

## EXHIBIT R-71.

THIS AGREEMENT made in duplicate this 14th day of November in the year one thousand nine hundred and ten by and between Erie Railroad Company (hereinafter called the Railroad Company) of the first part, and Paterson Consolidated Ice Company, a corporation organized and existing under the laws of the State of New Jersey (hereinafter called the shipper) of the second part,

WITNESSETH:

THAT, WHEREAS, the shipper desires the construction of a side track extension about 100 feet long, near Paterson, in the County of Passaic and State of New Jersey, which side track extension the Railroad Company is willing to construct upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary

labor and materials and construct said side track extension about 100 feet in length, extending in a westerly direction from the westerly end of the present switch to McNab and Harlin's Foundry, on the north side of the main tracks 950 feet east of Paterson Station, and being directly in front of the Ice House of the party of the second part and located on Ramapo Avenue, all being in substantially the location and position as shown by the red lines upon the plan hereto attached and made a part hereof.

Second: The shipper agrees to furnish the necessary right of way for that portion of said side track extension which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side track extension over or along any street or highway and agrees to secure to the Railroad Company the lawful right to use the same and to remove therefrom the materials in said side track extension as hereinafter provided.

Third: The shipper agrees to do the grading and to pay the cost of all materials, and the cost of all the labor used in the construction of said side track extension, together with the usual percentages added for superintendence and use of tools, and upon the execution and delivery of this agreement shall advance and pay to the Railroad Company the sum of One hundred seventy one dollars and fifty nine cents ($171.59) which it is estimated will cover the expense to be borne by the shipper, in addition to the grading it being understood that if such expense is less than the sum so advanced the Railroad Company shall repay to the shipper the difference; and if such expense exceeds the sum so advanced, the shipper will pay to the Railroad Company the amount of such excess upon receipt of proper bill or voucher therefor.

*Exhibit R-71.*

Fourth: The shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said side track extension, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side track extension.

Fifth: The shipper shall not erect or allow to be erected any platform, shed or other structure over said side track extension, or nearer than six feet to the nearest rail of said side track extension without the written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Sixth: That portion of said side track extension located upon the lands of the Railroad Company shall be and remain its property and under its exclusive control and all materials used in the construction and maintenance of that portion of said side track extension located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company unless furnished or paid for by the shipper, and upon the termination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side track extension and, without unnecessary injury to said premises to remove therefrom the materials owned by it which said materials shall not be deemed fixtures appurtenant to the land.

Seventh: It is understood that the movement of cars and engines over said side track extension and siding involves a risk of injury to or death of persons and damage to property and as between the parties hereto, the shipper hereby assumes all risk of loss of or damage to its property, occasioned by or arising

out of the construction or maintenance of said side track extension and siding or the operation of cars or engines thereon whether caused by the negligence of the Railroad Company its agents or employes, or by any other cause; and all risk of injury to the persons of or of the death of its officers or members or of any of its employes, occasioned by or arising out of such construction, maintenance or operation, unless such injuries or death are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes, and said shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage, injury or death so assumed by it, and from all costs and expenses connected therewith.

Eighth: The shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side track extension or siding, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side track extension or siding.

Ninth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days' previous notice in writing of such cancellation and termination, but until so cancelled and terminated the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, and the terms of this agreement except in so far as they relate to the description and cost of the particular track herein provided for, shall apply to any additions to or extensions of said side track.

*Exhibit R-72.*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,
By J. C. STUART,
*Vice-President.*

Witness as to party of the first part:
A. N. DUGAN.

PATERSON CONSOLIDATED ICE COMPANY,
By WM. W. STALTER, *Prest.*

Witness as to party of the second part:
W. S. BIGONY.

## EXHIBIT R-72.

THIS AGREEMENT, made in duplicate, this eleventh day of May in the year one thousand nine hundred and eleven, by and between the ERIE RAILROAD COMPANY (hereinafter called the Railroad Company) of the first part, and the VAN WINKLE-BROMLEY LUMBER COMPANY, a corporation of the State of New Jersey (hereinafter called the Shipper), of the second part.

WITNESSETH:

THAT, WHEREAS the Railroad Company owns the metal material in a side track three hundred thirty two (332) feet long, said side track being known as the old Faircluough Switch, at Paterson in the County of Passaic and State of New Jersey, and

WHEREAS the shipper desires the said Railroad Company to repair and improve said side track, which the Railroad Company is willing to repair on the following conditions:

*Exhibit R-72.*

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the necessary labor and materials and improve said side track about three hundred thirty-two (332) feet in length extending in a northeasterly direction from a point of connection in siding of Railroad Company located four hundred sixty-nine (469) feet east from the southeasterly end of South Paterson station, and in substantially the location and position as shown by red lines upon the plan hereto attached and made a part hereof.

Second: The shipper agrees to furnish the necessary right of way for that portion of said side track which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necessary for the construction and operation of said side track over or along any street or highway and agrees to secure to the Railroad Company the lawful right to use the same and to remove therefrom the materials in said side track, as hereinafter provided.

Third: The shipper agrees to pay the cost of the grading, ties and ashes, and the cost of all labor used in repairing and in improving said side-track, together with the usual percentages added for superintendance and use of tools, and, upon the execution and delivery of this agrement, shall advance and pay to the Railroad Company the sum of Four Hundred Dollars and five cents ($400.05) which it is estimated will cover the expense to be borne by the shipper, it being understood that if such expense is less than the sum so advanced, the Railroad Company shall repay to the shipper the difference; and if such expense exceeds the sum so advanced, the shipper

will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

Fourth: The Railroad Company agrees to furnish all materials necessary to repair and replace said side track, except the necessary ties and ashes.

Fifth: The shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said side track, other than rails and fastenings, such value being based upon the cost of such materials and the labor in handling and transporting the same to said side track.

Sixth: The Shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side track, or nearer than seven feet to the nearest rail of said side track, without the written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Seventh: That portion of said side track located upon the lands of the Railroad Company shall be and remain its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side track located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company, unless furnished or paid for by the shipper, and upon the termination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side track and, without unnecessary injury to said premises, to remove therefrom the materials owned by it, which said materials shall not be deemed fixtures appurtenant to the land.

Eighth: It is understood that the movement of cars and engines over said side track involves a risk

of injury or death of persons and damage to property, and, as between the parties thereto, the shipper hereby assumes all risk of loss of or damage to its property occasioned by, or arising out of, the construction or maintenance of said side-track, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of or the death of its officers or members or of any of its employes, occasioned by or arising out of, such construction, maintenance or operation, unless such injuries or death are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes; and said shipper hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage, injury or death so assumed by it and from all costs and expenses connected therewith.

Ninth: The shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side track, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side tracks.

Tenth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days' previous notice in writing of such cancellation and termination; but, until so cancelled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, and the terms of this agreement, except in so far as they relate to the description and cost of the particular track herein provided for, shall apply to any additions to or extensions of said side track.

*Exhibit R-73.*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,
By J. C. STUART,
*Vice-President.*

Witness as to the party of the first part:
A. N. DUGAN.

VAN WINKLE BROMLEY LUMBER COMPANY,
By DANIEL VAN WINKLE,
*Secretary and Treasurer.*

Witness as to party of the second part:
W. S. RIGDON,
Paterson, N. J.

EXHIBIT R-73.

THIS AGREEMENT, made in duplicate this 15th day of February in the year one thousand nine hundred and eleven by and between ERIE RAILROAD COMPANY (hereinafter called the Railroad Company), of the first part, and GULF REFINING COMPANY, a corporation of the State of Texas, with offices at 814 Battery Park Building, New York, N. Y. (hereinafter called the Shipper), of the second part,

WITNESSETH:

THAT, WHEREAS the shipper desires the construction of a side-track, about 97 feet long, near Paterson, in the County of Passaic and State of New Jersey, which side track the Railroad Company is willing to construct upon the following conditions:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed as follows:

First: The Railroad Company agrees upon the terms hereinafter mentioned to furnish the neces-

sary labor and materials and construct said side-track about 97 feet in length, extending from the end of the present unloading siding in a southerly direction in substantially the location and position as shown by the red lines upon the plan hereto attached and made a part hereof.

Second: The Shipper agrees to furnish the necessary right of way for that portion of said side-track which shall be located outside of the lands of the Railroad Company, including such consents and permits as may be necesary for the construction and operation of said side track over or along any street or highway, and agrees to secure the Railroad Company the lawful right to use the same and to remove therefrom the materials in said side-track, as hereinafter provided.

Third: The Shipper agrees to pay the cost of the grading and of all materials and the cost of all the labor used in the construction of said side track, together with the usual percentages added for superintendence and use of tools, and, upon the execution and delivery of this agreement, shall advance and pay to the Railroad Company the sum of One Hundred Eighty-two and 91/100 ($182.91) dollars, which it is estimated will cover the expense to be borne by the Shipper, it being understood that if such expense is less than the sum so advanced, the Railroad Company shall repay to the Shipper the difference; and if such expense exceeds the sum so advanced, the Shipper will pay to the Railroad Company the amount of such excess, upon receipt of proper bill or voucher therefor.

Fourth: The Shipper shall repay to the Railroad Company promptly the cost of all labor and the value of all materials used in repairing or maintaining said side track such value being based upon the cost of such materials and the labor in handling and transporting the same to said side-track.

*Exhibit R-73.*

Fifth: The Shipper shall not erect, or allow to be erected, any platform, shed or other structure over said side-track, or nearer than seven feet to the nearest rail of said side-track, without the written approval of the Railroad Company of the plans and specifications therefor, in order that sufficient clearance may be left for the cars of the Railroad Company.

Sixth: That portion of said side-track located upon the lands of the Railroad Company shall be and remain its property and under its exclusive control, and all materials used in the construction and maintenance of that portion of said side-track located outside the lands of the Railroad Company shall be and remain the property of the Railroad Company, unless furnished or paid for by the Shipper, and upon the termination of this agreement, the Railroad Company shall have the right to enter upon the premises occupied by said side-track and, without unnecessary injury to said premises, to remove therefrom the materials owned by it, which said materials shall not be deemed fixtures appurtenant to the land.

Seventh: It is understood that the movement of cars and engines over said side track involves a risk of injury to or death of persons and damage to property, and, as between the parties hereto, the Shipper hereby assumes all risk of loss of or damage to its property, occasioned by, or arising out of, the construction or maintenance of said side-track, or the operation of cars or engines thereon, whether caused by the negligence of the Railroad Company, its agents or employes, or by any other cause; and all risk of injury to the persons of or of the death of its officers or members, or of any of its employes, occasioned by, or arising out of, such construction, maintenance or operation, unless such injuries or death are shown to have been caused solely by the negligence of the Railroad Company, its agents or employes, and said Ship-

per hereby agrees to indemnify and save harmless the Railroad Company from all claims for such loss, damage, injury or death so assumed by it, and from all costs and expenses connected therewith.

Eighth: The Shipper further agrees to promulgate and enforce proper and adequate rules for the government of its employes while on or about said side-track, or the cars standing thereon, providing for the giving of notice thereof to the employes of the Railroad Company operating upon said side-track.

Ninth: This agreement may be cancelled and terminated by either party giving to the other at least ninety days' previous notice in writing of such cancellation and termination; but, until so cancelled and terminated, the rights, duties and obligations of the respective parties hereto under this agreement shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, and the terms of this agreement, except in so far as they relate to the description and cost of the particular track herein provided for, shall apply to any additions to or extensions of said side-track.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year hereinbefore first above written.

ERIE RAILROAD COMPANY,
By J. C. STUART,
*Vice-President.*

Witness as to the party of the first part:
A. N. DUGAN.

GULF REFINING COMPANY,
By GEO. S. DAVISON,
*President.*

Witness as to the party of the second part:
W. J. GUTHRIE.
J. K. CROWMOVER.

A correct copy D/B Secretary.

## EXHIBIT R-74.

### ERIE RAILROAD COMPANY
### ALL LINES

### MONTH OF DECEMBER

| | 1913 | 1912 | | |
|---|---|---|---|---|
| Gross Revenue, | $5,092,436.46 | $4,951,821.03 | Increase | $140,615.43 |
| Operating Expenses and Taxes, | 4,151,455.76 | 3,889,581.37 | Increase | 261,874.39 |
| Operating Income, | $940,980.70 | $1,062,239.66 | Decrease | $121,258.96 |

Included in the expenses is one-twelfth of the entire taxes of the year; also one-twelfth of the annual depreciation of equipment.

### SIX MONTHS TO DECEMBER 31st

| | 1913 | 1912 | | |
|---|---|---|---|---|
| Gross Revenue, | $32,544,457.89 | $32,745,969.59 | Decrease | $201,511.70 |
| Operating Expenses and Taxes, | 25,558,574.94 | 23,807,418.40 | Increase | 1,751,156.54 |
| Operating Income, | $6,985,882.95 | $8,938,551.19 | Decrease | $1,952,668.24 |

## EXHIBIT R-75.

Blue print of Time Table (Same as R-43).
Printed at page 326.

## EXHIBIT R-76.

Photo of Map entitled "Map of Paterson, N. J., from actual survey by J. C. Sidney, Published by M. Dripps, 103 Fulton St., New York, 1850."

## EXHIBIT R-77.

Blue print entitled "Map of the City of Paterson, N. J., surveyed by order of Council." Date, October 20, 1852. J. W. Allen, City Surveyor. "Copied from the original map on file in the office of the city surveyor. December, 1880. W. J. Ferguson, C. E."

## EXHIBIT R-78.

An Ordinance providing for the taking up, vacating and relaying the streets and highways of the City of Paterson. The President and council of the City of Paterson do ordain as follows:

Sec. 1. That Mill Street, Boudinot Street, Van Houten Street, Prospect Street, Broadway, Main Street, Parke Street, Ellison Street, Colt Street, Hamilton Street, Congress Street, Market Street, Willis Street, Mulberry Street, West Street, River Street, Oliver Street, Grand Street, Slater Street, Cedar Street, Van Winkle Street, Marshall Street, Jersey Street, Pine Street, Spruce Street, Stoney Road, Ash Street, Maple Street, Totowa Avenue, Cross Street, Depot Street, Ward Street, Elm Street, Passaic Street, John Street, Magee's Alley, Lynche's Alley, White's Alley, Clarke Street, Smith Street, Maitland Street, Union Street, Hotel Street, Mansion Street, Church Street, Bridge Street, Fair Street, Division Street, Godwin Street, Washington Street, Bank Street, Ryerson Street, Fulton Street, Lawrence Street, Montgomery Street, Lafayette Street, Second Avenue, Straight Street, York Avenue, Donly Street, Vreeland Avenue, Passaic Avenue, Merselis Street, Carroll Street, Summer Street, York Street, Centre Street, East Carroll Street, Paterson Street, East Van Houten Street, Pearl Street, Mechanic Street, Madison Street, Beech Street, Vine Street, Morton Street, Essex Street, Oak Street, Cedar Street and Bond Street be and they are hereby *severly* taken up and vacated.

CHAS. DANFORTH, *Prest.* (L. S.)

Attest S. TUTTLE, *Clerk*

Sec. 2. That Mill Street be relaid, and that the location of such relaid street be according to the map survey and return made by J. W. Allen City Sur-

veyor dated the twentieth day of October Eighteen hundred and fifty two, and that said relaid street shall be twenty five feet wide on each side of the following Centre line. Beginning at an Stone Monument with an iron pin centre placed one foot below the grade of the street, and at the point of intersection of said centre line with the centre line of Boudinot Street running thence on a course south twenty degrees east two hundred and seventy six feet one and a third inches to a monument at the point of intersection of said centre line with the centre line of John Street, thence the same course three hundred and six feet one inch to a monument at the point of intersection of said centre line with the centre line of Passaic Street, thence the same course two hundred and sixty feet to a monument at the point of intersection of said centre line with the centre line of Congress Street: And thence shall be thirty feet wide on each side of the following centre line. Beginning at the last mentioned monument marked "Mill Street" in said centre line of Congress Street said monument being on a course south sixty nine degrees and fifty minutes west fourteen feet from the last mentioned monument, and running thence on a course south twenty degrees east two hundred and eighty five feet ten inches to a monument at the point of intersection of said centre line with the centre line of Elm Street, thence the same course two hundred and fifty three feet ten inches to a monument at the point of intersection of said centre line with the centre line of Ward Street, thence the same course two hundred and fifty five feet one and three quarter inches to a monument at the point of intersection of said centre line with the centre line of Oliver Street, thence the same course five hundred and sixty seven feet six inches to a monument at the point of intersection of said centre line with the centre line of Grand street, thence the same course five hundred and

sixty seven feet six inches to a monument at the point of intersection of said centre line with the centre line of Slater Street, thence the same course eight hundred and eighty one feet seven inches to a monument in said centre line thence the same course four hundred and seventy one feet ten inches to a monument at the point of intersection of said centre line with the centre line of Cedar street; and thence shall be twenty feet wide on each side of the following centre line: Beginning at the last mentioned monument and running thence on a course south seventy seven degrees and thirty minutes west one hundred and nine feet— inches to a monument in said centre line, thence south four degrees and ten minutes west four hundred and twenty five feet to a monument in said centre line, thence south six degrees and fifty three minutes west to the boundary line between the City of Paterson and the Township of Acquackanonk and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 3. That Boudinot Street shall be relaid and that the location of such relaid street be according to the map survey and return made by J. W. Allen City Surveyor dated the twentieth day of October Eighteen hundred and fifty two, and that such relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a point twenty five feet south seventy degrees and forty two minutes west from a stone monument with an iron pin centre and marked "Mill Street" and running thence twenty five feet to said stone monument, on a course north seventy degrees and forty two minutes east being at the point of intersection of said centre line with the centre line of Mill Street, thence the same course two hundred and seventy five feet two inches to a monument at the point of intersection of said

centre line with the centre line of Magees Alley, thence the same course three hundred and one feet six inches to a monument at the point of intersection of said centre line with the centre line of Cross Street, thence the same course three hundred and thirty one feet six and one half inches to a monument at the point of intersection of said centre line with the centre line of Prospect Street and the same is hereby relaid accordingly—

CHARLES DANFORTH *Prest.* (L. S.)

Attest. S. TUTTLE *Clk*

Sec. 4. That Van Houten Street be relaid and that the location of such relaid street be according to the map survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two; and that said relaid street shall be twenty five feet wide on each side of the following centre line. Beginning at a stone monument with an iron pin centre place one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Boudinot Street running thence on a course north seventy degrees and forty two minutes east one hundred and eight feet one inch to a monument in said centre line, thence south eighty degrees and fifteen minutes east three hundred and forty four feet to a monument in said centre line thence one hundred and sixty feet ten inches to a monument at the point of intersection of said centre line with a line thirty three feet easterly from the west side of Main street, and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest.* (L. S.)

Attest. S. TUTTLE, *Clerk*

Sec. 5. That Prospect Street be relaid and the location of such relaid street be according to the map survey and return made by J. W. Allen City Survey-

*Exhibit R-78.*

or dated the twentieth day of October Eighteen hundred and fifty two and that said relaid street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street, and at the point of intersection of said centre line with the centre line of Congress Street, running thence on a course north nineteen degrees and twenty eight minutes west two hundred and fifty one feet one inch to a monument at the point of intersection of said centre line with the centre line of White's Alley, thence the same course three hundred and twenty eight feet and one half inch to a monument at the point of intersection of said centre line with the centre line of John Street, thence the same course two hundred and seventy six feet nine and one quarter inches to a monument at the point of intersection of said centre line with the centre line of Boudinot and Van Houten Streets, thence north seventy degrees and forty two minutes east twenty five feet along said centre line of Van Houten Street and thence shall be fifteen feet wide on each side of the following centre line: Beginning at the last mentioned point running thence north seventeen degrees east to the line of Broadway and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest.* (L. S.)

Attest. S. TUTTLE *Clerk*

Sec. 6. That Broadway be relaid and that the location of such relaid street be according to the map survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be thirty feet six inches wide on each side of the following centre line: Beginning at a rock in said centre line one foot below the grade of the street with an iron pin centre and marked "B.Way." and running thence south eighty six degrees and five minutes east one

hundred and ninety eight feet six inches to a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Mulberry Street, thence the same course fifty-two feet to a monument in said centre line thence the same course two hundred and ten feet to a monument in said centre line, thence the same course one hundred and ten feet to monument at the point of intersection of said centre line with the centre line *with the centre line* of West Street, thence the same course twenty-seven feet seven inches, to a monument at the point of intersection of said centre line with the centre line of Main Street, and shall be thirty three feet wide on each side of the following centre line: Beginning at the last mentioned monument and running thence on a course south eighty six degrees and five minutes east six feet eleven inches to a monument at the point of intersection of said centre line with the centre line of Parke Street thence south eight degrees and thirty seven minutes east, four feet eight and one half inches to a monument in said centre line marked "BdWay." thence south eighty two degrees and forty five minutes east two hundred and seventy six feet four inches to a monument at the point of intersection of said centre line with the centre line of Washington Street, thence the same course one hundred and thirty six feet seven inches to a monument in said centre line, thence on the same course two hundred and ninety six feet six inches to a monument at the point of intersection of said centre line with the centre line of Church Street, thence south eighty three degrees east one hundred and sixty four feet four inches to a monument at the point of intersection of said centre line with the centre line of Bridge Street thence the same course four hundred and six feet eleven inches to a monument at the point of intersection of said centre line with the centre line of Paterson Street, thence the same course

two hundred and eighty six feet eight inches to the Paterson and Ramapo Rail Road thence the same course two hundred and fifty five feet one inch to the centre line of Straight Street north of Broadway, thence the same course one foot eleven inches to a monument at the point of intersection of said centre line with the centre line of Straight Street south of Broadway thence the same course one hundred and seventy five feet to a monument in said centre line thence the same course three hundred and twenty five feet to a monument at the point of intersection of said centre line with the centre line of East Carrol Street, thence the same course two hundred and forty six feet to a monument at the point of intersection of said centre line with the centre line of Centre Street, thence the same course seventy three feet five inches to a monument at the point of intersection of said centre line with the centre line of Summer Street, thence the same course four hundred and twenty five feet to a monument at the point of intersection of said centre line with the centre line of Carrol Street, thence the same course seven hundred and thirty seven feet seven inches to a monument at the point of intersection of said centre line with the centre line *with the centre line* of Yorke Street, thence the same course nine hundred and eighty three feet three inches to a monument at the point of intersection of said centre line with the centre line of York Avenue, thence the same course eight feet and three inches to a monument in said centre line thence on a course north twenty one degrees and forty five minutes east twenty four feet three inches to a monument in said centre line and thence shall be twenty five feet wide on each side of the following centre line. Beginning at the last mentioned monument and running thence on a course south eighty four degrees and fifteen minutes east nine hundred and forty feet to a monument in said centre line thence south eighty three degrees

east twenty four hundred feet to a monument in said centre line thence south eighty three degrees and thirty minutes east twenty one hundred and ninety eight feet to a monument at the point of intersection of said centre line with the centre line of Passaic Avenue thence south eighty five degrees east twelve hundred and seventy three feet to a monument in said centre line near the Passaic River thence the same course to the Passaic River—

And also beginning at the first mentioned rock and running thence on a course north eighty six degrees and five minutes west to the lower race way and the same is hereby relaid accordingly—

CHAS. DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE, *Clerk.*

Sec. 7. That Main Street be relaid and that the location of such relaid street be according to the map survey and return made by J. W. Allen City Surveyor dated the twentieth day of October Eighteen hundred and fifty two and that said relaid street shall begin at a monument with an iron pin centre marked "Main" and placed one foot below the grade of the street and at the point of intersection of the centre line of Broadway and running thence south nine degrees east two hundred and ninety one feet five inches to the intersection of the centre of Van Houten Street, said street being thirty three feet wide on each side of the above described line at Broadway and gradually increases in width on each side to thirty four feet five inches at Van Houten Street thence north eighty degrees and fifteen minutes west one foot five inches to a monument (Number one) which is thirty three feet east of the west side of said street, thence south ten degrees west and parallel with the said side three hundred and nine feet five inches to a monument (number two) at the intersection of said line with the centre line of Ellison Street thence the same line

and course three hundred and ninety nine feet two inches to a monument (number three) at the intersection of said line with the centre line of Congress Street, thence north sixty nine degrees and fifty minutes east fourteen feet one inch along the centre line of Congress Street to a monument (number four) which is thirty three feet west of the east side of said Main Street, thence by a line parallel with the east side of said street to a monument (number five) at the intersection of said line with the centre line of Ellison Street thence parallel as aforesaid to a monument (number six) at the intersection of said line with the centre line of Van Houten Street, thence along the centre line of Van Houten Street one foot and five inches, also including the space between the monuments which is two feet ten inches wide at Van Houten Street and fourteen feet one inch at Congress Street: and thence shall be thirty three feet wide on each side of the following centre line: Beginning at the monument (number three) and running thence south nine degrees and twenty one minutes west three hundred and sixty seven feet to a monument at the point of intersection of said centre line with the centre line of Smith Street, thence the same course two hundred and fifty eight feet three inches to a monument at the point of intersection of said centre line with the centre line of Ward Street, thence the same course twelve feet and one and a half inches to a monument in said centre line, thence south three degrees and forty one minutes west one hundred and eighty eight feet three inches to a monument in said centre line thence south thirteen degrees and thirty four minutes east seventy six feet six inches to a monument at the point of intersection of said centre line with the centre line of Oliver Street, thence the same course three hundred and eight feet seven inches to a monument at the point of intersection of said centre line with the centre line of Depot Street, thence the same course

two hundred and fifty four feet six inches to a monument at the point of intersection of said centre line with the centre line of Grand Street, thence the same course five hundred and seventy six feet six inches to a monument at the point of intersection of said centre line with the centre line of Slater Street, thence the same course twelve hundred feet to a monument in said centre line thence the same course three hundred feet to a monument in said centre line thence south twelve degrees and one minutes east six hundred and forty eight feet ten inches to a monument at the point of intersection of said centre line with the centre line of Van Winkle Street, thence north seventy six degrees and thirty three minutes east four feet nine inches to a monument in said centre line thence south thirty degrees and thirty minutes east six hundred and thirty five feet to a monument at the point of intersection of said centre line with the boundary line between the City of Paterson and the Township of Acquackanonk and the same is hereby relaid accordingly—

CHARS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 8. That Parke Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty two feet wide on each side of the following centre line. Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street, and at the point of intersection of said centre line with the centre line of Broadway running thence on a course north eight degrees and thirty seven minutes west two hundred and fifty four feet two inches to a monument at the point of intersection of said centre line with the centre line *with the centre line*

of Fair Street, thence the same course two hundred and three feet to a monument at the point of intersection of said centre line with the centre line of Bank Street, and thence north forty seven degrees west three feet ten inches and thence shall be twenty five feet wide on each side of the following centre line: Beginning at the last mentioned monument and running thence north eight degrees and thirty seven minutes west seventy six feet six inches to a monument at the point of intersection of said centre line with the centre line of Division Street, and thence the same course two hundred and sixty feet six inches to a monument at the point of intersection of said centre line with the centre line of Godwin Street, thence the same course eighty seven feet and three inches to a monument at the point of intersection of said centre line with the centre line of River Street and thence the same course twenty six feet to a monument in said centre line thence the same course to the Passaic River and the same is hereby relaid accordingly

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 9. That Ellison Street be relaid and that the location of such relaid street be according to the map, survey and return made by I. W. Allen City Surveyor dated the twentieth day of October Eighteen hundred and fifty two and that said relaid street shall be twenty five feet wide on each side of the following centre line. Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Prospect Street running thence on a course south eighty degrees and forty minutes east four hundred and fifty two feet ten inches to a monument at the point of intersection of said centre line with a line thirty three feet easterly from the west side of Main Street, thence the same course seven feet

and one half an inch to a monument in said centre line thence the same course two hundred and six feet five inches to a monument at the point of intersection of said centre line with the centre line of Hamilton Street thence the same course forty two feet four inches to a monument at the point of intersection of said centre line with the centre line of Mansion Street, thence shall be twenty seven and one half feet wide on each side of the following centre line: Beginning at the last mentioned monument and running thence north eight degrees and forty one minutes east six feet eight inches to a monument in said centre line thence south eighty one degrees and forty one minutes east seventy six feet and seven inches to a monument at the point of intersection of said centre line with the centre line of Colt Street, thence the same course thirty three feet nine inches to a monument in said centre line thence the same course three hundred and sixty five feet nine inches to a monument at the point of intersection of said center line with the centre line of Church Street thence the same course to Straight Street and shall be twenty five feet wide on each side of the following centre line: Beginning at a point in said centre line one hundred and thirty feet north eighty two degrees west from a monument in said centre line at a point of intersection of said centre line with the centre line of Summer Street running thence south eighty two degrees east one hundred and thirty feet to said monument thence the same course four hundred and twenty five feet to a monument at the point of intersection of said centre line with the centre line of Carroll Street thence the same course one hundred and thirty feet and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest. S. TUTTLE *Clerk*

*Exhibit R-78.*

Sec. 10. That Colt Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and the said relaid street shall be twenty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin center placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Ellison street, running thence on a course south four degrees and fifty nine minutes west two hundred and thirty nine feet two inches to a monument at the point of intersection of said centre line with the centre line of Market Street and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest. S. TUTTLE *Clerk*

Sec. 11. That Hamilton Street be relaid and the location of such relaid street be according to the map survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two; and that said relaid street shall be twenty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Ellison Street running thence on a course south one degree and eleven minutes west two hundred and sixty one feet five inches to a monument at the point of intersection of said centre line with the centre line of Congress Street and the same is hereby relaid accordingly—

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 12. That Congress Street shall be relaid and that the location of such relaid street shall be accord-

ing to the map survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Market Street, running thence on a course south sixty nine degrees and fifty minutes west fifty five feet two inches to a monument at the point of intersection of said centre line with the centre line of Union Street, thence the same course twenty five feet five inches to a monument at the point of intersection of said centre line with the centre line of Hamilton Street thence the same course one hundred and thirty five feet eleven inches to a monument at the point of intersection of said centre line with the centre line of Hotel Street thence the same course one hundred and thirty six feet one inch to a monument at the point of intersection of said centre line with a line thirty three feet west of the east side of Main Street, thence the same course fourteen feet one inch to a monument in said centre line thence the same course one hundred and eighty eight feet three inches to a monument at the point of intersection of said centre line with the centre line of Prospect Street, thence the same course three hundred and thirty three feet one inch to a monument at the point of intersection of said centre line with the centre line of Cross Street, thence the same course one hundred and seventy five feet to a monument in said centre line thence the same course four hundred and twenty seven feet one inch to a monument at the point of intersection of said center line with the center line of Mill Street thence south twenty degrees east sixteen feet six inches to a monument in said centre line and thence shall be twenty five feet wide on the south side of the following centre line

and thirty five feet wide on the north side of the following centre line: Beginning at the last mentioned monument running thence south seventy degrees and fifty nine minutes west two hundred and seventy two feet one inch to a monument at the point of intersection of said centre line with the centre line of Jersey Street, thence south twenty degrees east seven feet, two inches, thence south fifty five degrees and fifteen minutes west two hundred and sixty nine feet four inches to a monument at the point of intersection of said centre line with the centre line of Pine Street, thence the same course, two hundred and sixty nine feet four inches to a monument at the point of intersection of said centre line with the centre line of Spruce Street also a gore formed as follows: Beginning at a point of intersection of the southerly line of Congress Street, with the easterly line of Spruce Street running thence at right angles with Spruce Street to the westerly line of Pine Street thence northerly along said westerly line of Pine Street to the southerly line of Congress Street, thence westerly along the southerly line of Congress Street to the place of beginning. Also the gore formed as follows: Beginning at the point of intersection of the easterly line of Pine Street and the southerly line of Congress Street, running thence easterly at right angles with Pine Street to the westerly line of Jersey Street, thence northerly along said westerly line of Jersey Street to the southerly line of Congress Street, thence westerly along the said southerly line of Congress Street to the place of beginning and the same is hereby relaid accordingly—

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 13. That Market Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor

dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be forty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Congress Street and at a point in said centre line of Congress Street fifty five feet two inches easterly from the centre line of Union Street running thence on a course south sixty four degrees and forty four minutes east thirty seven feet and two and one half inches to a monument at the point of intersection of said Centre line with the centre line of Colt Street thence the same course four hundred and three feet seven inches to a monument at the point of intersection of said centre line with the centre line of Church Street thence the same course one hundred and ten feet seven inches to a monument at the point of intersection of said centre line with the centre line of Clarke Street, thence the same course four hundred and thirty one feet to a monument in said centre line, thence the same course three hundred and fifty three feet to a monument at the point of intersection of said centre line with the centre line of Willis Street and thence to the Paterson and Ramapo Rail Road and thence shall be twenty five feet wide on each side of the following centre line: Beginning at a monument placed fourteen feet and ten inches at right angles southerly from the last mentioned monument, and running thence south sixty four degrees and forty four minutes east sixty eight feet to the Paterson and Ramapo Railroad thence the same course two hundred and ninety two feet six inches to a monument at the point of intersection of said centre line with the centre line of Straight Street thence the same course two hundred and sixty three feet ten inches to a monument at the point of intersection of said centre line with the centre line of Madi-

son Street, thence the same course two hundred and sixty three feet ten inches to a monument at the point of intersection of said centre line with the centre line of Beech Street thence the same course one hundred and twenty two feet three inches to a monument in said centre line thence the same course one hundred and forty two feet eight inches to a monument at the point of intersection of said centre line with the centre line of Vine Street, thence the same course four hundred and thirteen feet ten inches to a monument at the point of intersection of said centre line with the centre line of Carroll Street thence the same course twenty eight chains and thirty three links to a monument at the point of intersection of said centre line with the centre line of Marselis Street thence the same course twenty two chains to a monument in said centre line thence the same course twelve chains to a monument in said centre line thence the same course eighteen chains to a monument in said centre line thence the same course six chains to a monument in said centre line thence the same course thirteen chains and four links to a monument in said centre line thence south sixty degrees and five minutes east thirty feet and eight inches to a monument at the point of intersection of said centre line with the boundary line between the City of Paterson and the Township of Acquackanonk and the same is hereby relaid accordingly

CHAS DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE *Clk*

Sec. 14. That Willis Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two; and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an

iron pin centre three feet below the grade of the street and at the point of intersection of said centre line with the centre line of Market Street, running thence on a course south eighty one degrees and fifteen minutes east sixty eight feet to the Paterson and Ramapo Rail Road thence the same course two hundred and seventy six feet ten inches to a monument at the point of intersection of said centre—with the centre line of Straight Street, thence the same course eleven hundred and fifty six feet six inches to a monument at the point of intersection of said centre line with the centre line *with the centre line of* Carroll Street, thence the same course one hundred and four feet to a monument in said centre line thence shall be twenty five feet on the north side and forty one feet on the south side of the following centre line: Beginning at the last mentioned monument running thence south eighty one degrees and fifteen minutes east two hundred and ninety six feet to a monument in said centre line thence the same course three hundred and one feet six inches to a monument at the point of intersection of said centre line with the centre line of York Avenue and thence shall be thirty three feet wide on each side of the following centre line: Beginning at the last mentioned monument and running thence south twenty one degrees and thirty minutes west eight feet to a monument in said centre line thence south seventy five degrees and thirty minutes east four hundred and sixty four feet three and one half inches to a monument at the point of intersection of said centre line with the centre line of Merselis Street, thence on the same course eighteen hundred and twenty five feet two and one half inches to a monument in said centre line thence the same course sixteen hundred and twenty eight feet ten inches to a monument at the point of intersection of said centre line with the centre line of Vreeland Avenue, thence the same course, seven hundred and forty seven feet one inch

to a monument in said centre line, thence the same course six hundred and twelve feet five inches to a monument at the point of intersection of said centre line with the centre line of Passaic Avenue and thence the same course twenty one feet to the east line of the Passaic Avenue and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clk*

Sec. 15. That Mulberry Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen city surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be twenty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Broadway running thence on a course north thirty degrees west two hundred feet to a monument in said centre line thence the same course two hundred and thirty seven feet seven inches to a monument at the point of intersection of said centre line with the centre line of River Street thence twenty five feet to the north line of River Street and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clk*

Sec. 16. That West Street be relaid and that the location of such relaid street be according to the map survey and return made by J. W. Allen City Surveyor, dated the twentieth day of October eighteen hundred and fifty two; and that said relaid street shall be twenty seven feet wide at Broadway and thence running a straight course to thirty feet wide at River Street and thence the same width to the Pas-

saic River on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Broadway running thence on a course north twenty eight degrees and fifty five minutes west three hundred and forty seven feet eight inches to a monument at the point of intersection of said centre line with the centre line of Ryerston Street, thence the same course three hundred and forty three feet to a monument at the point of intersection of said centre line with the centre line of River Street, thence the same course to the Passaic River and the same is hereby relaid accordingly.

CHAS. DANFORTH *Pres.* (L. S.)

Attest. S. TUTTLE *Clerk*

Sec. 17. That River Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor, dated the twentieth day of October eighteen hundred and fifty two; and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed five feet six inches below the grade of the street and at the point of intersection of said centre line with the centre line of Mulberry Street and running thence on a course north fifty five degrees and nine minutes east two hundred and eighty two feet one inch to a monument at the point of intersection of said centre line with the centre line of West Street, thence north fifty five degrees and nine minutes east two hundred and eight feet four inches to a monument in said centre line thence south forty seven degrees east forty four feet to a monument at the point of intersection of said centre line with the centre line of Bank Street, thence north fifty five degrees and nine minutes east three hundred and

eighty three feet two inches to a monument at the point of intersection of said centre line with the centre line of Parke Street, thence north eight degrees and thirty seven minutes east twenty six feet to a monument in said centre line thence north sixty nine degrees and fifty four minutes east three hundred and thirty feet eleven inches to a monument at the point of intersection of said centre line with the centre line of Washington Street, thence the same course three hundred and eighty two feet seven inches to a monument in said centre line thence north fifty four degrees and forty one minutes east three hundred and twenty feet two inches to a monument at the point of intersection of said centre line with the centre line of Bridge Street, thence the same course four hundred and forty six feet to a monument at the point of intersection of said centre line with the centre line of Fulton Street thence the same course three hundred and seventy feet two inches to a monument at the point of intersection of said centre line with the centre line of Lawrence Street, thence the same course twenty three feet eight inches to a monument in said centre line thence north forty seven degrees and forty five minutes east three hundred and twelve feet five inches to a monument at the point of intersection of said centre line with the centre line of Montgomery Street, thence the same course three hundred and thirty three feet two inches to a monument at the point of intersection of said centre line with the centre line of Lafayette Street, thence the same course twelve hundred and sixty one feet to the Paterson and Ramapo Rail Road thence the same course fifteen chains and fifty links to a monument in said centre line thence the same course four chains and fifty links to a monument in said centre line *thence the same course four chains and fifty links to a monument in the said centre line* thence the same course fourteen chains to a monument in said centre line, thence the same course six

chains to a monument in said centre line, thence the same course eight chains to a monument in said centre line, thence the same course sixteen chains and forty eight links to a monument at the point of intersection of said centre line with the centre line of York Avenue, thence the same course three chains and fifty two links to a monument in said centre line, thence twenty two chains and thirty five links to a monument marked "River Street" in said centre line near the Passaic River thence the same course to the Passaic River and the same is hereby relaid accordingly—

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 18. That Oliver Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid Street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Main Street, running thence on a course south sixty nine degrees and thirty eight minutes west one hundred and twenty seven feet six inches to a monument at the point of intersection of said centre line with the centre line of Cross Street thence the same course three hundred and eight feet to a monument at the point of intersection of said centre line with the centre line of Marshall Street, thence the same course two hundred and ninety six feet eleven inches to a monument at the point of intersection of said centre line with the centre line of Mill Street, and thence shall be thirty feet wide on the southerly side and thirty eight feet wide on the northerly side of the following centre line: Beginning at the last mentioned monument and running

thence along the last mentioned course two hundred and sixty eight feet seven inches to a monument at the point of intersection of said centre line with the centre line of Jersey Street thence the same course two hundred and sixty one feet to a monument at the point of intersection of said centre line with the centre line of Pine Street, thence the same course two hundred and sixty feet to a monument at the point of intersection of said centre line with the centre line of Spruce Street, and the same is hereby relaid accordingly—

CHAS DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 19. That Grand Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid Street shall be thirty seven and one half feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the Street and at the point of intersection of said centre line with the centre line of Main Street, running thence on a course south sixty nine degrees and forty six minutes west three hundred and seventy two feet two inches to a monument at the point of intersection of said centre line with the centre line of Marshall Street, thence the same course one hundred and fifty nine feet four inches to a monument at a point in said centre line thence the same course one hundred and thirty eight feet six inches to a monument at the point of intersection of said centre line with the centre line of Mill Street, thence the same course two hundred and sixty five feet three inches to a monument at the point of intersection of said centre line, with the centre line of Jersey Street, thence the same course two hundred and sixty feet

six inches to a monument at the point of intersection of said centre line with the centre line of Pine Street, thence the same course two hundred and sixty feet to a monument at the point of intersection of said centre line with the centre line of Spruce Street, and the same is hereby relaid accordingly—

CHAS DANFORTH *Prest* (L. S.)

Attest. S. TUTTLE *Clerk*

Sec. 20. That Slater Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October Eighteen hundred and fifty two and that the said relaid street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Main Street, running thence on a course south seventy degrees and two minutes west three hundred and eight feet to a monument at the point of intersection of said centre line with the centre line of Marshall Street thence on the same course two hundred and ninety eight feet nine inches to a monument at the point of intersection of said centre line with the centre line of Mill Street, thence south sixty nine degrees and forty six minutes west two hundred and sixty two feet to a monument at the point of intersection of said centre line with the centre line of Jersey Street, thence the same course two hundred sixty feet to a monument at the point of intersection of said centre line with the centre line of Pine Street, thence the same course two hundred and sixty feet to a monument at the point of intersection of said centre line with the centre line of Spruce Street and the same is hereby relaid accordingly—

CHAS DANFORTH *Prest.* (L. S.)

Attest—S. TUTTLE *Clerk*

*Exhibit R-78.*

Sec. 21. That Cedars Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October Eighteen hundred and fifty two and that said relaid street shall be twenty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Marshall Street running thence on a course south twenty seven degrees and thirty minutes west two hundred and five feet six inches to a monument at the point of intersection of said centre line with the centre line of Mill Street and the same is hereby relaid accordingly—

C. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 22. That Van Winkle Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October Eighteen hundred and fifty two, and that said relaid street shall be twenty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Main Street running thence on a course south seventy six degrees and thirty three minutes west two hundred and fifty four feet two inches to a monument at the point of intersection of said centre line with the centre line of Marshall Street and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest. S. TUTTLE *Clerk*

*Exhibit R-78.*

Sec. 23. That Marshall Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two; and that said relaid street shall be thirty feet wide on each side of the following centre line; Beginning at a stone monument with an iron pin centre placed one foot below the grade of the Street, and at the point of intersection of said centre line with the centre line of Oliver Street, running thence on a course south nineteen degrees and forty seven minutes east five hundred and sixty three feet one inch to a monument at the point of intersection of said centre line with the centre line of Grand Street, thence the same course five hundred and sixty nine feet two inches to a monument at the point of intersection of said centre line with the centre line of Slater Street, thence the same course five hundred and fifty three feet ten inches to a monument at a point in said centre line thence twenty five feet wide on each side of the following centre line: Beginning at the last mentioned monument and running thence south thirteen degrees and seven minutes east eight hundred and twenty five feet four inches to a monument at the point of intersection of said centre line with the centre line of Cedar Street thence the same course seven hundred and thirty two feet seven inches to a monument at the point of intersection of said centre line with the centre line of VanWinkle Street, thence the same course two hundred and twenty two feet to a monument in said centre line, thence south five degrees and fifteen minutes east two hundred and ninety two feet to a monument at the point of intersection of said centre line with the boundary line between the city of Paterson and Township of Acquackanonk and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S)

Attest S. TUTTLE *Clerk*—

*Exhibit R-78.*

Sec. 24. That Jersey Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the Street and at the point of intersection of said centre line with the centre line of Congress Street, running thence on a course south twenty degrees east five hundred and thirty two feet to a monument in said centre line, thence the same course two hundred and thirty six feet to a monument at the point of intersection of said centre line with the centre line of Oliver Street, thence the same course five hundred and seventy feet four inches to a monument at the point of intersection of said centre line with the centre line of Grand Street, thence the same course five hundred and sixty seven feet six inches to a monument at the point of intersection of said centre line with the centre line of Slater Street, thence the same course to the line of the Morris Canal and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE *Clk*

Sec. 25. That Pine Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Congress Street, running thence on a course south twenty degrees east six hundred and ninety seven feet six inches to a monument

at the point of intersection of said centre line with the centre line of Oliver Street, thence the same course five hundred and seventy three feet one inch to a monument at the point of intersection of said centre line with the centre line of Grand Street, thence the same course five hundred and sixty seven feet six inches to a monument at the point of intersection of said centre line with the centre line of Slater Street, thence the same course to the line of the Morris Canal and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest. S. TUTTLE *Clerk*

Sec. 26. That Spruce Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen city surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street, and at the point of intersection of said centre line with the centre line of Congress Street, running thence on a course south twenty degrees east six hundred and twenty eight feet two inches to a monument at the point of intersection of said centre line with the centre line of Oliver Street, thence the same course five hundred and seventy five feet ten inches to a monument at the point of intersection of said centre line with the centre line of Grand Street, thence the same course five hundred and sixty seven feet six inches to a monument at the point of intersection of said centre line with the centre line of Slater Street, thence the same course thirty feet to the south side of Slater Street and the same is hereby relaid accordingly,

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

*Exhibit R-78.*

Sec. 27. That Stony Road be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty-two and that the said relaid street shall be twenty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street, and at the point of intersection of said centre line with the centre line of Spruce Street, running thence on a course south seventy one degrees west one hundred and fifty-four feet thence south forty five degrees and fifteen minutes west thirty five feet nine inches thence south thirty five degrees and forty five minutes west one hundred and sixty seven feet six inches thence south fifty degrees west fifty feet, thence south forty degrees and forty five minutes west two hundred and forty four feet thence twenty one degrees and forty five minutes west seventy nine feet eight inches thence south twenty eight degrees west one hundred and four feet thence south eighty three degrees and forty five minutes west seventy nine feet six inches thence south forty two degrees and fifteen minutes west two hundred and twenty five feet thence south ten degrees and forty five minutes west one hundred and eighty feet thence south forty eight degrees and thirty minutes west two hundred and thirty feet thence north sixty one degrees and twenty five minutes west one hundred and fifty feet thence north eighty one degrees and fifteen minutes west one hundred feet thence south sixty five degrees and thirty five minutes west two hundred feet thence south fifty eight degrees and forty five minutes west two hundred and thirty feet thence south seventy nine degrees and fifteen minutes west three hundred feet thence south sixty four degrees and twenty minutes west two hundred and fifty feet thence south twenty seven degrees and thirty minutes west four hundred and fifty feet

to a monument in said centre line thence north sixty two degrees west three hundred and fifty four feet four inches to a monument at the point of intersection of said centre line with the centre line of Ash Street, thence the same course nine hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Maple Street, thence north seventy eight degrees east two hundred and fifty feet to a monument in said centre line thence north sixty two degrees west to Totowa Avenue and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE *Clk*

Sec. 28. That Ash Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Stony Road running thence on a course south twenty eight degrees west one hundred and two feet eight inches to a monument at the point of intersection of said centre line with the boundary line between the City of Paterson and the township of Acquackanonk and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 29. That Maple Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be

twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Stony road running thence on a course south twenty eight degrees west one hundred and fourteen feet eight inches to a monument at the point of intersection of said centre line with the boundary line between the City of Paterson and the Township of Acquackanonk, and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest Prest* (L. S.)

Attest S. TUTTLE *Clk*

Sec. 30. That Totowa Avenue be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October Eighteen hundred and fifty two: and that said relaid Street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Congress Street, running thence on a course north twenty three degrees west two hundred and fifty feet thence north twenty eight degrees and forty five minutes west seventy one feet, thence north forty seven degrees and forty minutes west one hundred and forty four feet six inches thence north eighty one degrees and thirty minutes west three hundred and fifty seven feet six inches and thence shall be twenty five feet wide on each side of the following centre line: Beginning at the end of the last course running thence on a course south seventeen degrees and forty five minutes west two hundred and fifty feet, thence south thirty one degrees and forty five minutes west eight hundred and fifty feet

thence south forty eight degrees and thirty minutes west one hundred and twenty feet thence south sixty six degrees west one hundred feet thence south eighty one degrees and fifteen minutes west one hundred feet, thence south eighty six degrees and thirty minutes west five hundred and fifty feet thence south eighty two degrees and forty five minutes west fourteen hundred and twenty five feet, thence south seventy three degrees west one hundred feet, thence south sixty degrees and fifteen minutes west two hundred and fifty feet, thence south fifty two degrees and forty five minutes west three hundred and fifty feet thence south thirty nine degrees and fifteen minutes west one hundred and ninety one feet, to a monument at the point of intersection of said centre line with the boundary line between the City of Paterson and the township of Acquackanonk and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE *Clerk.*

New York June 8th 1853. This is to certify that I have this day received from B. Marshman thirty dollars in addition to ten dollars received from Mr. M. I. Earl on his account June 6th both being on account of forty acres of land sold by me to B. Marsh*aman* in the Township of Acquackanonk New Jersey being part of a farm of about ninety acres purchased by me of Elizabeth VanHouten. The said forty acres lies on the first road from Passaic Bridge leading from the Passaic River to the Canal. The said B. Marsh*aman* is to pay one half of the purchase money cash when I give him possession of the said land which shall be on or before the first of September next eighteen hundred and fifty three. The balance to remain on bond and mortgage at the legal interest of New Jersey for the same period as specified in my deed received from

*Exhibit R-78.*

Elizabeth VanHouten. The said forty acres I sell him at forty dollar per acre.

her
Witness Elizabeth X Degray
mark

J. DAUENHAUER.

Recorded Jun 9th 1853

CANFIELD *Clk*

New Jersey June 6 1853.

This to certify that I have sold to Benjamin Marshman forty acres of land belonging to me for the sum of forty dollars an acre to be half cash and the rest on bond and mortgage at lawful interest on it. I have received ten dollars to bind the purchase—

JOSEPH DAUENHAUER

Witness MORRIS J. EARL

Recorded June 9th 1853.

CANFIELD *Clk.*

Sec. 31. That Cross Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen city surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Boudinot Street, running thence on a course south nineteen degrees and thirty one minutes east two hundred and seventy six feet seven inches to a monument at the point of intersection of said centre line with the centre line of John Street, thence north seventy degrees and thirty eight minutes east ten feet five and three quarter inches to a monument in said centre *centre* line of John Street thence south nineteen degrees and eighteen

minutes east three hundred and twelve feet to a monument at the point of intersection of the centre line of Cross Street, with the centre line of Passaic Street thence south sixty nine degrees and fifty three minutes west six feet eight and one half inches to a monument in the centre line of Passaic Street thence south twenty degrees and five minutes east two hundred and sixty two feet seven inches to a monument at the point of intersection of the said centre line of Cross Street with the centre line of Congress Street, thence the same course two hundred and eighty two feet seven inches to a monument at the point of intersection of said centre line with the centre line of Elm Street thence the same course two hundred and fifty three feet nine inches to a monument at the point of intersection of said centre line of Cross Street with the centre line of Ward Street thence same course two hundred and fifty eight feet three inches to a monument at the point of intersection of said centre line of Cross Street with the centre line of Oliver Street and the same is hereby relaid accordingly—

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 32. That Depot Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Main Street, running thence on a course north seventy six degrees twenty six minutes east three hundred and thirty three feet and the same is hereby relaid accordingly—

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

*Exhibit R-78.*

Sec. 33. That Ward Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Mill Street, running thence on a course north sixty nine degrees and fifty one minutes east, one hundred and eighty one feet to a monument in said centre line, thence the same course two hundred and sixty four feet to a monument in said centre line, thence the same course one hundred and fifty eight feet eleven inches to a monument at the point of intersection of said centre line with the centre line of Cross Street, thence the same course two hundred and eighteen feet five inches to a monument at the point of intersection of said centre line with the centre line of Main Street thence south nine degrees and twenty one minutes west, twelve feet one and a half inches to a monument in said centre line of Main Street, thence south eighty seven degrees and fifty four minutes east, three hundred and ninety three feet eleven inches to a monument at the point of intersection of said centre line with the centre line of Maitland Street thence the same course three hundred and four feet six inches to a monument at the point of intersection of said centre line with the centre line of Clark Street, thence the same course two hundred and ninety feet to a monument in said centre line thence the same course to the line of the Paterson and Ramapo Rail Road and the same is hereby relaid accordingly—

CHAS. DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE *Clerk*

*Exhibit R-78.*

Sec. 34. That Elm Street be relaid and that the location of such relaid street be according to the map survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Cross Street, running thence on a course south sixty nine degrees and fifty two minutes west six hundred and three feet one inch to a monument at the point of intersection of said centre line with the centre line of Mill Street, and the same is hereby relaid accordingly—

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 36. That John Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Mill Street, running thence on a course north seventy degrees and thirty eight minutes east, two hundred and seventy two feet ten inches to a monument at the point of intersection of said centre line of Magees Alley thence the same course one hundred and thirteen feet four inches to a monument at the point of intersection of said centre line with the centre line of Lynch's Alley thence the same course one hundred and ninety three feet two inches to a monument at the point of intersection of said centre line with the centre line of Cross Street,

thence the same course three hundred and thirty three feet five and three quarter inches to a monument at the point of intersection of said centre line with the centre line of Prospect Street and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 37. That Magee's Alley be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be seven feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Boudinot street running thence on a course south nineteen degrees and thirty one minutes east two hundred and seventy six feet and three inches to a monument at the point of intersection of said centre line with the centre line of John Street and the same is hereby relaid accordingly—

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 38. That Lynches Alley be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October Eighteen hundred and fifty two: and that said relaid street shall be nine feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of John Street, running thence on a course south eighteen degrees and fifty five minutes east three hundred and ten feet to a monument

at the point of intersection of said centre line with the centre line of Passaic Street and the same is hereby relaid accordingly—

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 39. That White's Alley be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October Eighteen hundred and fifty two and that said relaid street shall be six feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Prospect Street, running thence on a course south sixty nine degrees and fifty five minutes west three hundred and thirty feet two inches to a monument at the point of intersection of said centre line with the centre line of Cross Street and the same is hereby relaid accordingly—

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 40. That Clark Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Market Street, running thence on a course south twenty five degrees and one minute west fourteen feet ten inches to a monument in said centre line thence the same course three hundred and one feet eight inches to a monument at the

point of intersection of said centre line with the centre line of Smith Street, thence the same course ninety seven feet six inches to a monument in said centre line thence the same course one hundred and seventy eight feet ten inches to a monument at the point of intersection of said centre line with the centre line of Ward Street and the same is hereby relaid accordingly—

CHAS. DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 41. That Smith Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Clark Street, running thence on a course north eighty eight degrees and five minutes west three hundred feet ten inches to a monument at the point of intersection of said centre line with the centre line of Main Street thence the same course one hundred and nine feet ten inches to a monument at the point of intersection of said centre line with the centre line of Maitland Street, thence the same course five feet eleven and one half inches to a monument at the point of intersection of said centre line with the centre line of Hotel Street thence the same course three hundred and fifty five feet to a monument at the point of intersection of said centre line with the centre line of Main Street and the same is hereby relaid accordingly—

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

*Exhibit R-78.*

Sec. 42. That Maitland Street be relaid and that the location of such relaid street be according to the map survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Ward Street, running thence on a course north one degree and fifty five minutes west two hundred and fifty five feet four inches to a monument at the point of intersection of said centre line with the centre line of Smith Street and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 43. That Union Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be fifteen feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Congress Street running thence on a course south nineteen degrees and fifty eight minutes east three hundred and seventy one feet four inches to a monument in said centre line thence south three degrees and thirty minutes west one hundred and thirty eight feet two inches to a monument at the point of intersection of said centre line with the centre line of Smith Street, and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

*Exhibit R-78.*

Sec. 44. That Hotel Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be eighteen feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Congress Street, running thence on a course south twenty degrees and ten minutes east two hundred and thirty feet four inches to a monument in said centre line thence on the same course two hundred and twenty four feet to a monument at the point of intersection of said centre line with the centre line of Smith Street and the same is hereby relaid accordingly—

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 45. That Mansion Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Ellison Street running thence on a course north eight degrees forty one minutes east one hundred and twenty eight feet two inches to a monument in said centre line thence the same course one hundred feet to a monument in said centre line thence the same course two hundred feet and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

*Exhibit R-78.*

Sec. 46. That Church Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Broadway running thence on a course south eight degrees and seventeen minutes west two hundred and sixty four feet five inches to a monument at the point of intersection of said centre line with the centre line of East Van Houten Street thence the same course three hundred and thirty eight feet three inches to a monument at the point of intersection of said centre line with the centre line of Ellison Street thence the same course one hundred and ninety four feet five and one half inches to a monument in said centre line thence the same course one hundred and sixty feet eleven inches to a monument at the point of intersection of said centre line with the centre line of Market Street and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 47. That Bridge Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street, and at the point of intersection of said centre line with the centre line of River Street, running thence on a course south eight degrees and seventeen minutes west

*Exhibit R-78.*

six hundred and fifty five feet three inches to a monument at the point of intersection of said centre line with the centre line of Godwin Street, thence the same course two hundred and sixty feet five inches to a monument at the point of intersection of said centre line with the centre line of Division Street, thence the same course two hundred and sixty five feet to a monument at the point of intersection of said centre line with the centre line of Fair Street, thence the same course two hundred and sixty seven feet two inches to a monument at the point of intersection of said centre line with the centre line of Broadway and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE *Clerk*—

Sec. 48. That Fair Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the Street and at the point of intersection of said centre line with the centre line of Parke Street running thence on a course south eighty one degrees and three minutes east one hundred and fifty three feet three inches to a monument in said centre line thence the same course one hundred and twenty four feet to a monument at the point of intersection of said centre line with the centre line of Washington Street thence the same course one hundred and ninety eight feet eleven inches to a monument in said centre line thence the same course three hundred and eighty six feet eleven inches to a monument at the point of intersection of said centre line with the centre line of Bridge

*Exhibit R-78.*

Street, thence the same course one hundred and thirty feet, and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 49. That Division Street be relaid and that the location of such relaid Street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin center placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Parke Street running thence on a course south eighty two degrees and five minutes east two hundred and eighty two feet five inches to a monument at the point of intersection of said centre line with the centre line of Washington Street, thence on the same course three hundred and fifty four feet three inches to a monument in the said centre line, thence the same course two hundred and twenty five feet six inches to a monument at the point of intersection of said centre line with the centre line of Bridge Street thence on the same course one hundred and thirty feet and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE *Clerk*—

Sec. 50. That Godwin Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the

*Exhibit R-78.*

Street and at the point of intersection of said centre line with the centre line of Bridge Street, running thence on a course north eighty two degrees and five minutes west five hundred and seventy two feet eleven inches to a monument at the point of intersection of said centre line with the centre line of Washington thence on the same course two hundred and eighty six feet two inches to a monument at the point of intersection of said centre line with the centre line of Parke Street and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*—

Sec. 51. That Washington Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid Street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street at the point of intersection of said centre line with the centre line of River Street running thence on a course south nine degrees and thirty two minutes west fifty five feet and three and one half inches to a monument in said centre line thence the same course one hundred and ninety feet and eleven inches to a monument at the point of intersection of said centre line with the centre line of Godwin Street, thence the same course two hundred and sixty feet six inches to a monument at the point of intersection of said centre line with the centre line of Division Street thence the same course, two hundred and seventy six feet five inches to a monument at the point of intersection of said centre line with the centre line of Fair Street, thence the same course two hundred and sixty one feet five inches to a monument at the point of inter-

section of said centre line with the centre line of Broadway and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 52. That Bank—be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two, and that said relaid street shall be twenty two and one half feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of River Street, running thence on a course south forty seven degrees east two hundred and fifty one feet eleven inches to a monument at the point of intersection of said centre line with the centre line of Ryerson Street, thence the same course eighty seven—seven inches to a monument at the point of intersection of said centre line with the centre line of Parke Street, and the same is hereby relaid accordingly.

C DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 53. That Ryerson Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be ten feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Bank Street running thence on a course south sixty four degrees and three minutes west three hundred feet to a monument at the point

of intersection of said centre line with the centre line of West Street, and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 54. That Fulton Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen city surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of River Street running thence on a course south eighty one degrees and fifteen minutes east seven hundred and forty two feet nine inches to a monument at the point of intersection of the centre line with the centre line of Second Avenue thence the same course to the Paterson and Ramapo Rail Road and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 55. That Lawrence Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen city surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed two *foot* below the grade of the street and at the point of intersection of said centre line with the centre line of River Street, running thence on a course south eighty one degrees and twenty nine minutes east four hundred and eighty one feet to a monument at the point of intersection of said centre

line with the centre line of Second Avenue thence the same course to the Paterson and Ramapo Rail Road and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 56. That Montgomery Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen city surveyor dated the twentieth day of October Eighteen Hundred and fifty two: and that said relaid street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of River Street running thence on a course south eighty one degrees and twenty minutes east two hundred and seventy feet four inches to a monument at the point of intersection of said centre line with the centre line of Second Avenue thence the same course to the Paterson and Ramapo Rail Road and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 57. That Lafayette Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen city surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be thirty feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of River Street running thence on a course south eighty one degrees and forty minutes east sixty five feet to a monument at the point of inter-

section of said centre line with the centre line of Second Avenue thence the same course three hundred and twenty three feet to the Paterson and Ramapo Rail Road thence the same course three hundred feet to a monument in said centre line thence the same course eight hundred and fifty feet to a monument in said centre line thence the same course eight hundred feet to a monument in said centre line thence the same course five hundred and thirty five feet three inches to a monument at the point of intersection of said centre line with the centre line of York Avenue and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 58. That Second Avenue be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be forty feet wide on each side of the following centre line: Beginning at the point of intersection of said centre line with the centre line of River Street running thence on a course south nine degrees and twenty three minutes east to a monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Lafayette Street running thence on the same course two hundred and sixty feet to a monument at the point of intersection of said centre line with the centre line of Lawrence Street thence the same course three hundred and seven feet eight inches to a monument at the point of intersection of said centre line with the centre line of Fulton Street and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

*Exhibit R-78.*

Sec. 59. That Straight Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October Eighteen hundred and fifty two; and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Fulton Street, running thence on a course south nine degrees and twenty three minutes east forty six feet one inch to the Paterson and Ramapo Rail Road thence south thirty three degrees west one hundred and eighteen feet six inches to a monument in said centre line thence *the* south nine degrees west two hundred and ninety eight feet one inch to a monument in said centre line thence the same course four hundred and thirty three feet four inches to a monument in said centre line thence the same course eight hundred and sixteen feet eight inches to a monument at the point of intersection of said centre line with the centre line of Broadway thence south eighty three degrees east one foot and eleven inches to a monument thence south four degrees west two hundred and fifty eight feet ten inches to a monument at the point of intersection of said centre line with the centre line of East VanHouten Street, thence the same course seven hundred and six feet to a monument at the point of intersection of said centre line with the centre line of Mechanic Street, thence the same course two hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Willis Street, thence south five degrees west one hundred and twenty six feet two and one half inches to a monument at the point of intersection of said centre line with the centre line of Market Street thence south five degrees and forty six minutes west two hundred feet to a monu-

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ment in said centre line thence the same course two hundred and nine feet ten inches to a monument at the point of intersection of said centre line with the centre line of Morton Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Essex Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Oak Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Cedar Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Bond Street thence the same course six hundred and forty two feet eight inches to the Paterson and Ramapo Rail Road thence the same course eleven hundred and forty eight feet ten inches to a monument in said centre line thence south forty two degrees west twenty three feet ten inches to the boundary line between the City of Paterson and the Township of Acquackanonk and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 60. That York Avenue be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of River Street running thence on a course south thirteen degrees and forty five minutes east fourteen chains and seventy seven

*Exhibit R-78.*

links to a monument in said centre line thence on the same course south twenty degrees west fourteen chains and seventy seven links to a monument in said centre line (or large Oak tree) thence south eighteen degrees and thirty minutes west twenty six chains and seventy six links to a monument in said centre line thence north seventy nine degrees and five minutes west eight chains and seventy four links to a monument in said centre line thence south twenty one degrees west five chains and ten links to a monument in said centre line thence south eight degrees west nine chains and twenty two links to a monument at the point of intersection of said centre line with the centre line *with the centre line* of Lafayette Street, thence south seven degrees and thirty minutes west six hundred and forty six feet ten inches to a monument in said centre line thence south two degrees and forty minutes west nine hundred and fifty feet to a monument in said centre line thence south forty four degrees and forty five minutes east one hundred and sixteen feet ten inches to a monument in said centre line thence south thirty one degrees forty five minutes west eight hundred and seventy seven feet to a monument at the point of intersection of said centre line with the centre line of Broadway thence north eighty three degrees west eight feet and three inches to a monument in said centre line thence south twenty one degrees and thirty minutes west twelve hundred and forty one feet to a monument at the point of intersection of said centre line with the centre line of Willis Street and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 61. That Donley Street be relaid and that the location of said relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred

and fifty two and that said relaid street shall be sixteen feet and six inches wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street, and at the point of intersection of said centre line with the centre line of York Avenue extended width about sixteen feet six inches running thence on a course south seventy six degrees east two thousand four hundred and thirty five feet and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 62. That Vreeland Avenue be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Willis Street running thence on a course south ten degrees and forty five minutes east three hundred and fifty feet to a monument in said centre line thence south nine degrees and twenty minutes east thirteen hundred and eight feet to a monument in said centre line, thence south thirty two degrees east four hundred and three feet six inches to a monument in said centre line thence south thirteen degrees and twenty minutes west four hundred and sixty three feet to a monument in said centre line thence south eleven degrees and fifty minutes east six hundred and eighty nine feet six inches to a monument in said centre line thence south five degrees and fifteen minutes east three hundred and twenty seven feet eight inches to a monument in said centre line thence south twenty nine de-

grees and forty five minutes east six hundred and forty eight feet to a monument at the point of intersection of said centre line with the boundary line between the city of Paterson and the township of Acquackanonk and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 63. That Passaic Avenue be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid—shall be twenty one feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Willis Street running thence on a course north twenty five degrees and fifteen minutes east seven hundred and seventy feet and two and one half inches to a monument in said centre line thence north twenty two degrees and thirty minutes east three hundred and fifty five feet nine inches to a monument in said centre line thence north twenty degrees and five minutes east three hundred and seventy four feet three inches to a monument in said centre line thence north twenty four degrees and forty five minutes east five hundred and forty six feet to a monument at the point of intersection of said centre line with the centre line of Broadway and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 64. That Merselis Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen

hundred and fifty two: and that said relaid street shall be ten feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Willis Street running thence on a course south thirteen degrees forty two minutes west ten hundred and seventeen feet to a monument at the point of intersection of said centre line with the centre line of Market Street and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 65. That *Caroll* Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Broadway running thence on a course south seven degrees and forty minutes west two hundred and fifty nine feet seven inches to a monument at the point of intersection of said centre line with the centre line of East Van Houten Street thence the same course two hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Ellison Street, thence the same course two hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Pearl Street, thence the same course two hundred and ten feet ten inches to a monument at the point of intersection of said centre line with the centre line of Mechanic Street thence the same course two hundred and

forty eight feet ten inches to a monument at the point of intersection of said centre line with the centre line of Willis Street thence the same course four hundred and fifty eight feet eight inches to a monument at the point of intersection of said centre line with the centre line of Market Street and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest. S. TUTTLE *Clerk.*

Sec. 66. That Summer Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade *of the grade* of the street and at the point of intersection of said centre line with the centre line of Broadway running thence on a course south seven degrees and forty minutes west two hundred and sixty feet to a monument at the point of intersection of said centre line with the centre line of east Van Houten street thence the same course two hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Ellison Street thence the same course two hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Pearl Street and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 67. That York Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred

and fifty two and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Broadway running thence on a course north nine degrees east four hundred and sixty feet to a monument in said centre line and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 68. That Centre Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Broadway running thence on a course north nine degrees east four hundred and sixty four feet four inches to a monument in said centre line and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 69. That East Carrol Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty-five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Broadway run-

ning thence on a course north nine degrees east four hundred and sixty six feet and five inches to a monument in said centre line and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 70. That Paterson Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Broadway running thence on a course south eight degrees and twenty five minutes west two hundred and sixty one feet four inches to a monument at the point of intersection of said centre line with the centre line of East Van Houten Street, thence on the same course to Market Street and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 71. That East Van Houten Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street: and at the point of intersection of said centre line with the centre line of Straight Street running thence on a course north eighty one degrees and fifty minutes west two hundred and sixty

one feet five inches to the Paterson and Ramapo Rail Road thence on the same course two hundred and ninety eight feet five inches to a monument at the point of intersection of said centre line with the centre line of Paterson Street, thence the same course four hundred and eleven feet to a monument in said centre line thence on the same course one hundred and sixty feet to a monument at the point of intersection of said centre line with the centre line of Church Street thence on the same course three hundred and twenty one feet and five inches to a monument in said centre line and from thence shall be twenty five feet wide on each side of the following centre line: Beginning at a point one hundred and thirty feet north eighty two degrees west from a monument in said centre line at the point of intersection of said centre line with the centre line of Summer street running thence south eighty two degrees east one hundred and thirty feet to said monument thence the same course four hundred and twenty five feet to a monument at the point of intersection of said centre line with the centre line of Carrol- Street and thence the same course one hundred and thirty feet and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 72. That Pearl Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Summer Street running thence on a course south eighty two degrees east four

hundred and twenty five feet to a monument at the point of intersection of said centre line with the centre line of Carrol- Street thence the same course one hundred and thirty feet also twenty five feet wide on each side of the following centre line: Beginning at the first mentioned monument and running thence north eighty two degrees west one hundred and thirty feet and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk*

Sec. 73. That Mechanic Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Straight Street running thence on a course south eighty two degrees east eleven hundred and seventy six feet eight inches to a monument at the point of intersection of said centre line with the centre line of Carroll Street thence the same course seven hundred and seventy five feet to a monument in said centre line and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 74. That Madison Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be twenty three feet eight inches wide on each side of the following centre line: Beginning at a

stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Market Street running thence on a course south five degrees and forty six minutes west three hundred and twenty one feet three inches to a monument at the point of intersection of said centre line with the centre line of Morton Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Essex Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Oak Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Cedar Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Bond Street and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 75. That Beech Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two and that said relaid street shall be twenty five feet wide on each side of the centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Market Street running thence on a course south five degrees and forty six minutes west two hundred and thirty three feet and four inches to a monument at the point of intersection of said centre line with the centre line of Morton street thence the

same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Essex Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Oak Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Cedar Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Bond Street and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 76. That Vine Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line beginning at a stone monument with an iron pin centre placed one foot and ninety six hundredths of a foot below the grade of the street and at the point of intersection of said centre line with the centre line *with the centre line* of Market Street running thence on a course south five degrees and forty six minutes west one hundred and forty four feet nine inches to a monument at the point of intersection of said centre line with the centre line of Morton Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Essex Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Oak Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the

centre line of Cedar Street thence the same course four hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line *with the centre line* of Bond Street thence the same course twenty five feet to the south line of Bond Street and the same is hereby relaid accordingly.

CHAS DANFORTH (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 77. That Morton Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Straight Street running thence on a course south eighty four degrees and fourteen minutes east two hundred and forty eight feet and eight inches to a monument at the point of intersection of said centre line with the centre line of Madison Street thence the same course two hundred and forty eight feet eight inches to a monument at the point of intersection of said centre line with the centre line of Beech Street thence the same course two hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Vine Street and same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 78. That Essex Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be

twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Straight Street running thence on a course south eighty four degrees and fourteen minutes east two hundred and forty eight feet eight inches to a monument at the point of intersection of said centre line with the centre line of Madison Street thence the same course two hundred and forty eight feet eight inches to a monument at the point of intersection of said centre line with the centre line of Beech Street thence the same course two hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Vine Street and the same is hereby relaid accordingly.

CHAS DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 79. That Oak Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the street and at the point of intersection of said centre line with the centre line of Straight Street running thence on a course south eighty four degrees and fourteen minutes east two hundred and forty eight feet eight inches to a monument at the point of intersection of said centre line with the centre line of Madison Street, thence the same course two hundred and forty eight feet eight inches to a monument at the point of intersection of said centre line with the centre line of Beech Street thence the same course two hundred and fifty feet to a monument at the point of intersec-

tion of said centre line with the centre line of Vine Street and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 80. That Cedar Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed three *foot* and forty three hundredths of a foot above the grade of the street and at the point of intersection of said centre line with the centre line of Straight Street running thence on a course south eighty four degrees and fourteen minutes east two hundred and forty eight feet and eight inches to a monument at the point of intersection of said centre line with the centre line of Madison Street thence the same course two hundred and forty eight feet eight inches to a monument at the point of intersection of said centre line with the centre line of Beech Street thence the same course two hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Vine Street and the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 81. That Bond Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the twentieth day of October eighteen hundred and fifty two: and that said relaid street shall be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with an iron pin centre placed one foot below the grade of the

street and at the point of intersection of said centre line with the centre line of Straight Street running thence on a course south eighty four degrees and fourteen minutes east two hundred and forty eight feet eight inches to a monument at the point of intersection of said centre line with the centre line of Madison Street thence the same course two hundred and forty eight feet eight inches to a monument at the point of intersection of said centre line with the centre line of Beech Street thence the same course two hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Vine Street.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 82. That said relaid streets and each of them be opened to the full width and extent so as aforesaid ascertained and defined and that the superintendent of streets cause all encroachments upon the same except dwelling houses and other permanent dwellings to be removed on or before the fourth day of July next.

CHAS. DANFORTH *Prest* (L. S.)

Attest S. TUTTLE *Clerk.*

Sec. 35. That Passaic Street be relaid and that the location of such relaid street be according to the map, survey and return made by J. W. Allen City Surveyor dated the 20 day of October 1852 and that said relaid street shall be 20 ft wide on each side of the following centre line: beginning at a stone monument with an iron pin centre placed 1 foot below the grade of the street and at the point of intersection of said centre line with the centre line of Mill Street running thence on a course north sixty nine degrees fifty three minutes east 387 ft 6 inches to a *a* monument at the point of intersection of said centre line with the centre line

of Lynches Alley thence the same course 200 feet to a monument at the point of intersection of said centre line with the centre line of Cross Street & the same is hereby relaid accordingly.

CHAS. DANFORTH *Prest.* (L. S.)

Attest S. TUTTLE *Clerk.*

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

I, JOHN R. MORRIS, Register of Deeds and Mortgages in and for said County and State, do hereby certify that the foregoing is a true copy of an ordinance providing for the taking up, vacating and relaying the streets and highways of the City of Paterson, as the same is taken from and compared with the original entry thereof recorded in Book A of Miscellaneous on pages 361, etc., and now remaining of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said County, at Paterson this Twenty fourth day of December, A. D., 1913.

(SEAL) JOHN R. MORRIS, *Register.*

15684

By.....Deputy

Fees Twenty Eight Dollars and eighty cents.

EXHIBIT R-79.

An Ordinance providing for the taking up vacating and relaying Clay Street in the City of Paterson. The Mayor and Aldermen of the City of Paterson do ordain as follows. Sec. 1. That Clay Street in said city be and it is hereby taken up and vacated. Sec. That Clay Street be relaid and that the location of such relaid street be according to the survey and map

*Exhibit R-79.*

thereof and the return made by John H. Goetschius City Surveyor dated the fourteenth day of July Eighteen hundred and fifty six and that the said relaid street be twenty five feet wide on each side of the following centre line: Beginning at a stone monument with a brass pin centre placed one foot below the grade of the Street and at a point in the centre line of Main Street (as the same has heretofore been relaid by J. W. Allen City Surveyor Oct 20″ 1852) distant fourteen hundred and forty feet and nine and quarter inches on a course of south thirteen degrees and thirty five minutes west from the monument placed at the intersection of said centre line of Main Street with the centre line of Slater Street and running thence on a course of north seventy six degrees and fifty nine minutes east two hundred and fifty seven feet seven and a half inches to a point of intersection of said centre line with the centre line of Jackson Street thence (2) along the centre line of Jackson Street on a course of north thirteen degrees and six minutes west one foot eight inches to a monument in the centre line of Jackson Street and thence (3) on a course of North seventy six degrees and forty four minutes east two hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Apple Street and the same is hereby relaid accordingly. Sec. 3. That the grade of said street as laid down and designated on the aforesaid map be & it hereby is established as the new grade of the said street

Passed July 24 1886

SAMUEL SMITH *Mayor*

Attest JOS NIGHTENGALE *Clerk.*

(Register's certificate attached to original)

## EXHIBIT R-80.

### Paterson Grade Crossing Case.

List of crossings mentioned in the petition of the City of Paterson, given in the same order, with a statement showing when each was laid out or opened as a public highway, with reference, in each case, to the book and page and the place where the record thereof may be found.

"A" Madison Avenue.

Prior to the year 1869, the territory in which this Avenue is located, was in the Township of Acquackanonk, and was, in that year, annexed to the City of Paterson. (N. J. P. L. 1869, page 482, Approved March 17th, 1869.)

The first recorded evidence of any intention to lay out or open Madison Avenue was the filing of "Return of courses and distances of Madison Avenue in the City of Paterson between Main street and the Erie Railroad according to the survey and map thereof made by John H. Goetschius, "City Surveyor" dated March 27, 1871, and recorded in the Road Records in the office of the Clerk of Passaic County in Book B, page 502.

The first property map showing the location of this part of Madison Avenue, is entitled "Map of property of John H. Terhune in the City of Paterson, Passaic County, New Jersey, dated 1869. This map, however, shows Madison Avenue as extending only from Main Street to West Railway Avenue, which was laid out on the Map parallel with and adjoining westerly with the right of way of the Paterson and Hudson River Railroad Company.

"B" Straight and Clay Streets.

The first recorded evidence of any intention to lay out and open Clay Street was the filing of a "Return of courses and distances of Clay Street, Paterson, New Jersey, according to survey and map thereof,

made by John H. Goetschius, C. S." dated January 14, 1856, and recorded July 25, 1856, in the Clerk's office of Passaic County, in Book "B" of Road Records, page 101. This covers Clay Street from Main Street across Jackson Street to Apple (now Spring Street) and not across the Paterson and Hudson River Railroad or the Paterson and Ramapo Railroad.

The first property map showing Clay Street crossing the Paterson and Hudson River Railroad and the Paterson and Ramapo Railroad is entitled "Map of property of the estate of Rachel Van Houten, deceased, Paterson, New Jersey, J. H. Goetschius, C. E., Scale 60'-1". November, 1873."

Straight Street appears upon the 1850 map, but the first evidence of the intention on the part of the public authorities of Paterson, to lay out and open Straight Street across the Railroad, appears in Book B of Road Records, p. 72, of Passaic County, as a return of courses and distances according to survey and map made by J. W. Allen, City Surveyor, dated October 20, 1852, and recorded April 18, 1853.

"C" Cedar Street.

This street did not exist across the right of way of the Paterson and Hudson River, or the Paterson and Ramapo Railroads at the time the 1850 map was made, but appears to have been laid out subsequently thereto. By Section 1 of the City Ordinance, dated March 30, 1853, and recorded in the Passaic County Register's Office in Book A of Miscellaneous Records, page 361 (Certified copy offered in evidence), Cedar Street as then existing, was vacated. By Section 21 of the same Ordinance, this street was then opened between Marshall Street and Mill Street in accordance with Map, survey and return made by J. W. Allen, City Surveyor, dated October 20, 1852, and recorded in Passaic County Clerk's Office, in Book B of Road Records, page 34.

*Exhibit R-80.*

This street was also opened by Section 80 of the same ordinance, from Straight Street east to the centre line of Vine Street in accordance with the map, survey and return made by J. W. Allen, City Surveyor, dated October 20, 1852, and recorded in the Passaic County Clerk's Office in Book B of Road Records, page 96.

"D" Market Street and Park Avenue.

Market Street appears to have existed at the time the 1850 map was made, but was vacated by section 1 of the Paterson City Ordinance above referred to. By section 13 of the same ordinance, Market Street was laid out to its present width across the Paterson and Ramapo Railroad, in accordance with map, survey and return made by J. W. Allen, City Surveyor, dated October 20, 1852, and recorded April 18, 1853, in Passaic County Clerk's Office in Book B of Road Records, page 20.

Park Avenue, formerly Willis Street, appears also to have existed at the time of making the 1850 map, but was also vacated by Section 1, of said ordinance. By Section 14 of the same ordinance this street was laid out across the Paterson and Ramapo Railroad in accordance with map, survey and return made by J. W. Allen, City Surveyor, dated Oct. 20, 1853, and recorded in Passaic County Clerk's Office, Book B of Road Records, page 23.

"E" Ellison Street.

This street did not exist across the property occupied by the Paterson and Ramapo Railroad right of way, at the time the 1850 map was made but extended only from Prospect Street east to what was known as Dark Brook, or Ferguson Brook, which was located west of the Paterson and Ramapo Railroad. This street was also laid out east of Straight Street but did not cross the property formerly of the Society of Useful Manufactures, which extended between Church Street and Straight Street. Section 1, of the ordi-

nance above mentioned, vacated Ellison Street, as then existing, but by Section 9 of the same ordinance, the City laid out Ellison Street across the Paterson and Ramapo Railroad in accordance with the map, survey and return made by J. W. Allen, City Surveyor, dated October 20, 1852, and recorded April 18, 1853, in the Passaic County Clerk's Office, Book B, of Road Records, page 14.

"F" Van Houten Street

This street was originally known as Williamson Street, and later changed to East Van Houten Street. It appears on the 1850 map, but was vacated by Section 1 of the ordinance above mentioned. By Section 4 of the same ordinance Van Houten Street was laid out across the Paterson and Ramapo Railroad in accordance with the map, survey and return made by J. W. Allen, City Surveyor, dated October 20, 1852, and recorded in the Passaic County Clerk's Office, in Book B of Road Records, page 86.

"G" Broadway.

This street appears to have existed at the time the 1850 map was made, but was vacated by Section 1 of the ordinance above referred to. By Section 6 of the same ordinance, this street was opened across the Paterson and Ramapo Railroad in accordance with the map, survey and return made by J. W. Allen, City Surveyor, dated October 20, 1852, and filed in the Passaic County Clerk's Office, Book B of Road Records, page 7.

"H" Fair Street.

This street did not exist across the property of the Paterson and Ramapo Railroad at the time the 1850 map was made. Prior to the building of the Paterson and Ramapo Railroad, Fair Street, on the west side of the railroad, was opened from Main Street (Parke), east to the brook about 130 feet east of Bridge Street, east of the railroad, it extended from

the lands of Edward Van Winkle east to Yorke Street, in accordance with the return dated July 2, 1839, and recorded in the Passaic County Clerk's Office Book "A" of Road Records, page 16. This street is shown east of Bridge Street on the 1850 map (J. C. Sydney Map) as a *proposed* street. On the map of the City of Paterson by J. W. Allen, City Surveyor, dated October 20, 1852, this street is shown only as extending from Parke Street to a point 130 feet east of Bridge Street. In this location, it was opened by Section 48 of the City Ordinance above mentioned.

The first recorded evidence of any intention to lay out or open this street across the railroad appears in the Passaic County Clerk's Office in Book B of Road Records, page 134, entitled, return of map courses and distances of Fair Street from Bridge Street southeast across Paterson Street and Erie Railway to centre line of Straight Street, dated March 7, 1864, recorded March 18, 1864.

"I" Hamilton Avenue.

This street was formerly known as Division Street and is shown on the J. C. Sydney Map of 1850, and also on the map prepared by J. W. Allen, City Surveyor, in 1852, as existing from Parke Street east to a point 130 feet east of Bridge Street. In this location, it was opened by Section 49 of the City Ordinance above mentioned.

The first recorded evidence of any intention to lay out and open this street across the railroad, is found in Passaic County Clerk's Office, Book B of Road Records, page 116, entitled "Return of the map, courses and distances of Division Street from Bridge Street east across Erie Railway to Straight Street," dated December 19, 1859.

"J" Lafayette Street.

This street appears to have been in existence across the railroad when the 1850 map was made, but was

vacated by section one of the ordinance above mentioned. By Section 56 of the same ordinance, Lafayette Street was laid out and opened across the Paterson and Ramapo Railroad in accordance with map, survey and return made by J. W. Allen, City Surveyor, dated October 20, 1852.

"K" Franklin Street.

Franklin Street appears on the J. C. Sydney Map of 1850, across the railroad only as a *proposed* street. On the J. W. Allen map of October 20, 1852, prepared by the order of the City Council, Franklin Street does not appear at all.

The only recorded evidence of any intention on the part of the public authorities to open Franklin Street, is found in the Passaic County Clerk's Office in Book B of Road Records, page 438, in which a map of the courses and distances of Franklin Street from Summer Street to East Eighteenth Street, are given. This return is dated February 11, 1870.

"L" Keen Street.

The first recorded evidence of any intention on the part of the Public Authorities to lay out or to open Keen Street, is found in the Passaic County Clerk's Office, in Book B of Road Records, page 437, which contains a map and return of courses and distances of Keen Street from Summer Street east to East Eighteenth Street. This is entirely east of the Paterson and Ramapo Railroad.

This street is not shown on the map of the City of Paterson, made by J. W. Allen, City Surveyor, by direction of the City Council on October 20, 1852.

"M" Warren Street.

The first recorded evidence of any intentions on the part of public authorities to lay out or open this street is found in Passaic County Clerk's Office, Book B, of Road Records, page 436. It consists of a map, courses and distances of Warren Street from Graham

Avenue east to East 18th Street. This is entirely east of the right of way of the Paterson and Ramapo Railroad. Warren Street is not shown on the map of the City of Paterson prepared by J. W. Allen, City Surveyor, under order of the Common Council, October 20th, 1852.

"N" River and Putnam Streets.

River Street appears on the 1850 map but was vacated by Section 1 of the City Ordinance dated March 30th, 1853. By Section 17 of this Ordinance this street was opened across the Paterson and Ramapo Railroad in approximately its present location.

Putnam Street. The first recorded evidence of any intention to lay out or open this street is found in Passaic County Clerk's Office, Book B of Road Records, page 435. The return of map, courses and distances of Putnam street in the City of Paterson according to survey and map made thereof by John H. Goetschius, City Surveyor, February 11, 1870. This street is laid out in two sections; first section extends from the center line of Graham avenue to the center line of East 18th street, and in the second section from the center line of Wait street westerly to center line of East 5th street. Wait street lies westerly of and parallel to the right of way of the Paterson & Ramapo Railroad.

## EXHIBIT R-81.

Return of the courses and distances of Madison Avenue in the City of Paterson between Main Street and the Erie Railway according to the survey and map thereof made by J. H. Goetschius, C. E., and dated March twenty-seventh, eighteen hundred and seventy-one. Said Street is forty feet wide on each side of the following centre line, to wit: A centre line beginning at a stone monument with an iron pin centre placed one foot below the grade of the street, and at the point of intersection of said centre line

with the easterly line of Main Street and running from thence on a course of north sixty one degrees and forty five minutes east one hundred and twenty five feet to a monument in said centre line thence on the same course five hundred and fifteen feet to a monument at the point of intersection of said centre line with the centre line of Getty Avenue, thence on the same course six hundred and seventy eight feet, to a monument at the point of intersection of said centre line with the northerly line of the Erie Railway. The grade to be as shown by the red figures on said map.

J. H. GOETSCHIUS,
*C. E.*

(Sketch and County Clerk's Certificate attached to Original.)

## EXHIBIT R-82.

RETURN of the Courses and Distances of Straight Street, in the City of Paterson, according to a Survey and Map made by I. W. Allen, City Surveyor, dated the Twentieth day of October, A. D. Eighteen hundred and fifty two.

Said Street is twenty five feet wide on each side of the following center line. Beginning at a stone monument with an iron pin center placed one foot below the Grade of the Street, and at the point of intersection of said center line with the center line of Fulton Street, running thence on a course South nine degrees and twenty three minutes East forty six feet one inch to the center line of the Paterson and Ramapo Railroad, thence South thirty three degrees West, one hundred and eighteen feet six inches to a monument in said center line, thence South nine degrees West two hundred and ninety eight feet one inch to a monument in said center line, thence the same course four hundred and thirty three feet four inches to a monument in said center line thence the same course eight

hundred and sixteen feet eight inches to the point of intersection of said center line with the center line of Broadway, thence South eighty three degrees East one foot and eleven inches to a monument, thence South four degrees West, two hundred and fifty eight feet ten inches to a monument at the point of intersection of said center line with the center line of East Van Houten Street, thence the same course seven hundred and six feet to a monument at the point of intersection of said center line with the center line of Mechanic Street, thence the same course two hundred and fifty feet to a monument at the point of intersection of said center line with the center line of Willis Street thence South five degrees West, one hundred and twenty six feet two and one half inches to a monument at the point of intersection of said center line with the center line of Market Street, thence South five degrees and forty six minutes West, two hundred feet to a monument in said center line, thence the same course two hundred and nine feet ten inches to a monument at the point of intersection of said center line with the center line of Morton Street, thence the same course four hundred and fifty feet to a monument at the point of intersection of said center line with the center line of Essex Street, thence the same course four hundred and fifty feet to a monument at the point of intersection of said center line with the center line of Oak Street, thence the same course four hundred and fifty feet to a monument at the point of intersection of said center line with the center line of Cedar Street, thence the same course four hundred and fifty feet to a monument at the point of intersection of said center line with the center line of Bond Street, thence the same course Six hundred and forty two feet eight inches to the Paterson and Ramapo Railroad, thence the same course eleven hundred and forty eight feet ten inches to a monument in the said center line, thence South forty two degrees West,

twenty three feet ten inches to the Boundary line between the City of Paterson and the Township of Acquackanonk.

I. W. ALLEN,
*City Surveyor.*

(Sketch and County Clerk's Certificate attached to Original.)

EXHIBIT R-83.

RETURN of the courses and distances of Clay Street in the City of Paterson according to the survey and map thereof made by John H. Goetschius, Surveyor, and dated February Eleventh, Eighteen hundred and seventy.

Said Street is thirty feet wide on each side of the following centre line to wit. A centre line beginning at a point in the centre line of Straight Street at the point of intersection of the centre line of Christie Avenue with the centre line of Straight Street Running thence on a course of south seventy nine degrees and forty five minutes east and at right angles with Martin Street to the centre line of Lewis Street thence on a course of south seventy degrees and three minutes east and at right angles with Madison Avenue to the centre line of Madison Avenue Being a continuation of the line of Christie Avenue.

JOHN H. GOETSCHIUS,
*Surveyor.*

(Sketch and County Clerk's Certificate attached to Original.)

EXHIBIT R-84.

RETURN of the Courses and Distances of Clay Street, in the City of Paterson, according to the survey and Map thereof made by Mr. John H. Goetschius, City Surveyor, and dated July fourteenth, Eighteen Hundred and fifty six.

*Exhibit R-85.*

Said Street is twenty five feet wide on each side of the following centre line, to wit, a centre line beginning at a stone monument with a brass pin centre placed one foot below the grade of the Street, and at a point in the centre line of Main Street as the same has heretofore been relaid by I. W. Allen, City Surveyor, October Twentieth, Eighteen hundred and fifty-two, distant Fourteen Hundred and forty feet and nine and one quarter inches on a course of South thirteen degrees and thirty four minutes west from the monument placed at the intersection of the centre line of Main Street with the centre line of Slater Street, and running from thence (1) on a course of North seventy six degrees and fifty nine minutes East two hundred and fifty seven feet and seven and one half inches to a monument at the point of intersection of said centre line with the centre line of Jackson Street, thence (2) along the centre line of Jackson Street on a course of North thirteen degrees and six minutes west one foot and eight inches to a monument in the centre line of Jackson Street and thence (3) on a course of North seventy six degrees and fifty four minutes East two hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Apple Street.

Paterson, July 14, 1886.

JOHN H. GOETSCHIUS,
*City Surveyor.*

Recorded July 28, 1856.
Canfield, Clk.

(Sketch and County Clerk's Certificate attached to Original.)

EXHIBIT R-85.

RETURN of the Courses and Distances of Cedar Street in the City of Paterson, according to a Survey and Map made by I. W. Allen, City Surveyor, dated the Twentieth day of October, A. D. Eighteen hundred and fifty two.

*Exhibit R-86.*

Said Street is Twenty five feet wide on each side of the following center line. Beginning at a stone monument with an iron pin center, placed three feet and forty three one hundredths of a foot above the Grade of the Street, and at the point of intersection of said center line with the center line of Straight Street, running thence on a course South eighty four degrees and fourteen minutes East, two hundred and forty eight feet and eight inches to a monument at the point of intersection of said center line with the center line of Madison Street, thence the same course two hundred and forty eight feet eight inches to a monument at the point of intersection of said center line with the center line of Beach Street, thence the same course two hundred and fifty feet to a monument at the point of intersection of said center line with the center line of Vine Street.

I. W. ALLEN,
*City Surveyor.*

(Sketch and County Clerk's Certificate attached to Original.)

EXHIBIT R-86.

RETURN of the Courses and Distances of Market Street, in the City of Paterson, according to a Survey and Map made by I. W. Allen, City Surveyor, dated the Twentieth day of October, A. D. Eighteen hundred and fifty two.

Said Street is forty five feet wide on each side of the following center line. Beginning at a stone monument with an iron center pin, placed one foot below the Grade of the Street, and at the point of intersection of said center line with the center line of Congress Street and at a point in said center line of Congress Street fifty five feet two inches easterly from the center line of Union Street, running thence on a course South sixty four degrees and *fourty* four min-

utes East thirty seven feet and two and one half inches to a monument at the point of intersection of said center line and with the center line of Colt Street, thence the same course four hundred and three feet seven inches to a monument at the point of intersection of said center line with the centre line of Church Street, thence the same course one hundred and ten feet seven inches to a monument at the point of intersection of said center line with the center line of Clark Street, thence the same course four hundred and thirty one feet to a monument in said center line, thence the same course three hundred fifty three feet to a monument at the point of intersection of said center line with the center line of Willis Street, and thence to the Paterson & Ramapo Railroad, and thence shall be twenty five feet wide on each side of the following center line. Beginning at a monument placed fourteen feet ten inches at right angles Southerly from the last mentioned monument, and running thence South sixty four degrees and forty four minutes East sixty eight feet to the Paterson & Ramapo Railroad, thence the same course two hundred and ninety two feet six inches to a monument at the point of intersection of said center line with the center line of Straight Street, thence the same course two hundred and sixty three feet ten inches to a monument at the point of intersection of said center line with the center line of Madison Street, thence two hundred and sixty three feet ten inches the same course to a monument at the point of intersection of said center line with the center line of Beach Street, thence the same course one hundred and twenty two feet three inches to a monument in said center line, thence the same course one hundred and forty-two feet eight inches to a monument at the point of intersection of said center line with the center line of Vine street, thence the same course four hundred and thirteen feet ten inches

to a monument at the point of intersection of said center line with the center line of Carroll street, thence the same course twenty-eight chains and thirty three links to a monument at the point of intersection of said center line with the center line of Merselis street, thence the same course twenty-two chains to a monument in said center line, thence the same course twelve chains to a monument in said center line, thence the same course eighteen chains to a monument in said center line, thence the same course six chains to a monument in said center line, thence the same course thirteen chains and four links to a monument in the said center line, thence south sixty degrees and five minutes east thirty feet and eight inches to a monument at the point of intersection of said center line with the Boundary Line between the City of Paterson and the Township of Acquackanonk.

I. W. ALLEN,
*City Surveyor.*

Recorded April 18″, 1853.

CANFIELD, *Clk.*

(Sketch and County Clerk's Certificate attached to Original.)

## EXHIBIT R-87.

RETURN of the Courses and Distances of Willis Street, in the City of Paterson, according to a Survey and Map, made by I. W. Allen, City Surveyor, dated the Twentieth day of October, A. D. Eighteen hundred and fifty-two.

Said street is twenty-five feet wide on each side of the following center line. Beginning at a stone monument with an iron pin center, placed three feet below the Grade of the Street and at the point of intersection of said center line with the center line of Market Street, running thence on a course South eighty-one

degrees and fifteen minutes East sixty-eight feet to the Paterson and Ramapo Rail Road, thence the same course two hundred and seventy-six feet ten inches to a monument at the point of intersection of said center line with the center line of Straight Street, thence the same course eleven hundred and fifty-six feet six inches to a monument at the point of intersection of said center line with the center line of Carroll street, thence the same course nine hundred and four feet to a monument in said center line, and there shall be twenty-five feet on the North side of the following center line, and forty-one feet on the South side of the following center line. Beginning at the last mentioned monument and running thence South eighty-one degrees and fifteen minutes East, two hundred and ninety-six feet to a monument in said center line, thence the same course three hundred and one foot six inches to a monument at the point of intersection of said center line with the center line of York Avenue; and then shall be thirty-three feet wide on each side of the following center line. Beginning at the last mentioned monument and running South twenty-one degrees, thirty minutes, West eight feet to a monument in said center line, thence South seventy-five degrees and thirty minutes East, four hundred and sixty-four feet three and one-half inches to a monument at the point of intersection of said center line with the center line of Merselis Street, thence on the same course eighteen hundred and twenty-five feet two and one-half inches to a monument in said center line thence the same course sixteen hundred and twenty-eight feet ten inches to a monument at the point of intersection of said center line with the center line of Vreeland Avenue thence the same course seven hundred and forty-seven feet one inch to a monument in said center line, thence the same course six hundred and twelve feet five inches to a monument at the point of intersection of said center line with the center line

of Passaic Avenue and thence the same course twenty-one feet to the East line of Passaic Avenue.

I. W. ALLEN,
*City Surveyor.*

Recorded April 18", 1853.

CANFIELD, *Clk.*

(Sketch and County Clerk's Certificate attached to Original.)

EXHIBIT R-88.

Return of the Courses and Distances of Ellison Street in the City of Paterson, according to a survey and Map made by I. W. Allen, City Surveyor, dated the Twentieth day of October, A. D. Eighteen hundred and fifty-two.

Said street is Twenty-five feet wide on each side of the following center line. Beginning at a stone monument with an iron pin center placed one foot below the grade of the street, and at the point of intersection of said center line with the center line of Prospect Street running thence on a course South eighty degrees and forty minutes East four hundred and fifty-two feet ten inches to a monument at the point of intersection of said center line with a line thirty-three feet easterly from the West side of Main Street, thence the same course seven feet and one-half an inch to a monument in said center line, thence the same course two hundred and six feet five inches to a monument at the point of intersection of said center line with the center line of Hamilton Street, thence the same course forty-two feet four inches to a monument at the point of intersection of said center line with the center line of Mansion Street, thence shall be twenty-seven and one-half feet wide on each side of the following center line. Beginning at the last mentioned monument and running thence North

eight degrees and forty-one minutes East, six feet eight inches to a monument in said center line, thence South eighty-one degrees and forty-one minutes East, seventy-six feet and seven inches to a monument at the point of intersection of said center line with the center line of Colt Street, thence the same course thirty-three feet nine inches to a monument in said center line, thence the same course three hundred and sixty-five feet nine inches to a monument at the point of intersection of said center line with the center line of Church Street, thence the same course to Straight Street, and shall be twenty-five feet wide on each side of the following center line. Beginning at a point in said center line one hundred and thirty feet North eighty-two degrees West from a monument in said center line at a point of intersection of said center line with the center line of Summer Street running thence South eighty-two degrees East, one hundred and thirty feet to said monument, thence the same course four hundred and twenty-five feet to a monument at the point of intersection of said center line with the center line of Carroll Street, thence the same course one hundred and thirty feet.

I. W. ALLEN,
*City Surveyor.*

Recorded April 18th, 1853.
CANFIELD, *Clk.*

(Sketch and County Clerk's Certificate attached to Original.)

EXHIBIT R-89.

RETURN of the Courses and Distances of East Van Houten Street, in the City of Paterson, according to a survey and Map, made by I. W. Allen, City Surveyor, dated the Twentieth day of October, A. D. Eighteen hundred and fifty-two.

*Exhibit R-89.*

Said street is twenty-five feet wide on each side of the following center line. Beginning at a stone monument with an iron pin center placed one foot below the grade of the street, and at the point of intersection of said center line with the center line of Straight Street, running thence on a course North eighty-one degrees and fifty minutes West, two hundred and sixty-one feet and five inches to the Paterson and Ramapo Rail Road, thence the same course two hundred and ninety-eight feet five inches to a monument at the point of intersection of said center line with the center line of Paterson Street, thence the same course four hundred and eleven feet to a monument in said center line, thence on the same course one hundred and sixty feet to a monument at the point of intersection of said center line with the center line of Church Street, thence the same course three hundred and twenty-one feet and five inches to a monument in said center line. Also shall be twenty-five feet wide on each side of the following center line. Beginning at a point one hundred and thirty feet North, eighty-two degrees West, from a monument in said center line at the point of intersection of said center line with the center line of Summer Street, running thence South eighty-two degrees East, one hundred and thirty feet to said monument at *at* the point of intersection of said center line with the center line of Carroll Street, and thence on the same course one hundred and thirty feet.

I. W. ALLEN,
*City Surveyor.*

Recorded April 18″, 1853.
CANFIELD, *Clk.*

(Sketch and County Clerk's Certificate attached to Original.)

*Exhibit R-90.*

## EXHIBIT R-90.

Return of the courses and distances of Broadway in the City of Paterson according to a survey and map made by I. W. Allen, City Surveyor, dated the Twentieth day of October, A. D. Eighteen hundred and fifty-two.

Said street is Thirty feet six inches wide on each side of the following center line—Beginning at a Rock in said center line one foot below the grade of the street, with an iron pim center and marked B Way, and running then South eighty-six degrees and five minutes East, one hundred and ninety-eight feet six inches to a stone monument with an iron pin center placed one foot below the Grade of the street, and at the point of intersection of said center line with the center line of Mulberry Street, thence the same course fifty-two feet to a monument in said center line, thence the same course two hundred and ten feet to a monument in said center line, thence the same course one hundred and ten feet to a monument at the point of intersection of said center line with the center line of West Street, thence the same course twenty-seven feet seven inches to a monument at the point of intersection of said center line with the center line of Main Street, and shall be thirty-three feet wide on each side of the following line. Beginning at the last mentioned monument, and running thence on a course South eighty-six degrees and five minutes East, six feet eleven inches to a monument at the point of intersection of said center line with the center line of Parke Street, thence South eight degrees and thirty-seven minutes East, four feet eight and one-half inches to a monument on said center line marked BdWay, thence South eighty-two degrees and forty-five minutes East two hundred and seventy-six feet four inches to a monument at the point of intersection of said center line with the center line.....

of Washington Street, thence the same course one hundred and thirty-six feet seven inches to a monument in said center line, thence on the same course two hundred and ninety feet six inches to a monument at the point of intersection of said center line with the center line of Church Street, thence South eighty-three degrees East one hundred and sixty-four feet four inches to a monument at the point of intersection of said center line with the center line of Bridge Street, thence the same course four hundred and six feet eleven inches to a monument at the point of intersection of said center line with the center line of Paterson Street, thence the same course two hundred and eighty-six feet eight inches to the Paterson and Ramapo Rail Road, thence the same course two hundred and fifty-five feet one inch to the center line of Straight Street, North of Broadway, thence the same course one foot eleven inches to a monument at the point of intersection of said center line with the center line of Straight Street South of Broadway, thence the same course one hundred and seventy-five feet to a monument in said center line, thence the same course three hundred and twenty-five feet to a monument at the point of intersection of said center line with the center line of East Carroll Street, thence the same course two hundred and forty-six feet to a monument at the point of intersection of said center line with the center line of Center Street, thence the same course seventy-three feet five inchs to a monumnt at the point of intersection of said center line with the center line of Summer Street, thence the same course four hundred and twenty-five feet to a monument at the point of intersection of said center line with the center line of Carroll Street, thence the same course seven hundred and thirty-seven inches to a monument at the point of intersection of said center line with the center line of York Street, thence the same course nine hundred and eighty-three feet three inches to a monu-

ment at the point of intersection of said center line with the center line of York Avenue, thence the same course eight feet and three inches to a monument in said center line, thence on a course North twenty-one degrees forty-five minutes East, twenty-four feet three inches to a monument in said center line.

And there shall be twenty-five feet wide on each side of the following center line. Beginning at the last mentioned monument and running thence on a course South eighty-four degrees and fifteen minutes East nine hundred and forty feet to a monument in said center line, thence South eighty-three degrees East, twenty-four hundred feet to a monument in said center line, thence South eighty-three degrees and thirty minutes East twenty-one hundred and ninety-eight feet to a monument at the point of intersection of said center line with the center line of Passaic Avenue, thence South eighty-five degrees East twelve hundred and seventy-three feet to a monument in said center line near the Passaic River, thence the same course to the Passaic River.

And also, beginning at the first mentioned Rock and running thence on a course North Eighty-six degrees and five minutes West to the lower Race Way.

I. W. ALLEN,
*City Surveyor.*

Recorded April 18th, 1853.
CANFIELD, *Clk.*

(Sketch and County Clerk's Certificate attached to Original.)

## EXHIBIT R-91.

RETURN of the Courses and Distances of Fair Street, in the City of Paterson, according to a Survey and Map, made by I. W. Allen, City Surveyor, dated the Twentieth day of October, A. D. Eighteen hundred and fifty-two.

*Exhibit R-92.*

Said Street is twenty-five feet wide on each side of the following center line. Beginning at a stone monument with an iron pin center, placed one foot below the Grade of the Street and at the point of intersection of said center line with the center line of Parke Street, running thence on a course South eighty-one degrees and three minutes East, one hundred and fifty-three feet three inches to a monument in said center line, thence the same course one hundred and twenty-four feet to a monument at the point of intersection of said center line with the center line of Washington Street, thence the same course one hundred and ninety-eight feet eleven inches to a monument in said center line, thence the same course three hundred and eighty-six feet eleven inches to a monument at the point of intersection of said center line with the center line of Bridge Street, thence the same course one hundred and fifty-three feet.

I. W. ALLEN,
*City Surveyor.*

(Sketch and County Clerk's Certificate attached to Original.)

EXHIBIT R-92.

RETURN of the Courses and Distances of Fair Street, in the east ward of the City of Paterson between Bridge Street and Straight Street, according to the map and survey made by John H. Goetschius, Surveyor, and dated March Seventh, Eighteen hundred and sixty-four.

Said Street to be twenty-five feet wide on each side of the following centre line to wit:

A center line beginning at a stone monument with an iron pin centre placed one foot below the grade of the Street and at the point of intersection of said centre line with the centre line of Bridge Street and running thence on a course of South eighty-two de-

grees East one hundred and thirty feet to a monument in said centre line thence on the same course forty-seven feet and three inches to a monument in said centre line thence on a course of South eighty-one degrees East two hundred and thirty-one feet and six inches to a monument at the point of intersection of said centre line with the centre line of Paterson Street thence on the same course two hundred and sixty-nine feet and six inches to a point in the centre of the New York and Erie Railway thence on the same course two hundred and eighty-two feet and ten inches to a monument at the point of intersection of said centre line with the centre line of Straight Street.

The grade thereof to be according to the red figures on said map.

J. H. GOETSCHIUS, *C. E.*

Recorded Aug. 18″, 1864.

(Sketch and County Clerk's Certificate attached to Original.)

## EXHIBIT R-93.

RETURN of the Courses and Distances of Division Street (east of Bridge Street) in the east Ward of the City of Paterson, according to the map and survey thereof made by me, John H. Goetschius, Surveyor, and dated the nineteenth day of December, Eighteen hundred and fifty-nine.

Said street is thirty feet wide on each side of the following centre line to wit, a centre line beginning at a stone monument with an iron pin centre placed one foot below the grade of the Street and at the point of intersection of said centre line with the center line of Bridge Street and running thence on a course of South eighty degrees and thirty-five minutes east one hundred and fifty feet to a monument in said centre line, thence on the same course two hundred and fifty-five feet to a monument at the point of intersection of said centre line with the centre line of Paterson Street

thence on the same course two hundred and fifty feet to a monument at the point of intersection of said centre line with the centre line of Ann Street thence on the same course thirty feet and eleven inches to the easterly Rail of the Rail road thence on the same course two hundred and eighty-six feet and two inches to a monument at the point of intersection of said centre line with the centre line of Straight Street and there to end.

JOHN H. GOETSCHIUS.

(Sketch and County Clerk's Certificate attached to Original.)

EXHIBIT R-94.

RETURN of the Courses and Distances of Division Street in the City of Paterson, according to a Survey and Map, made by I. W. Allen, City Surveyor, on the Twentieth day of October, A. D. Eighteen hundred and fifty-two.

Said Street is twenty-five feet wide on each side of the following center line. Beginning at a stone monument with an iron pin center, placed one foot below the Grade of the Street, and at the point of intersection of said center line with the center line of Parke Street, running thence on a course South eighty-two degrees and five minutes East, two hundred and eighty-two feet five inches to a monument at the point of intersection of said center line with the center line of Washington Street, thence on the same course three hundred and fifty-four feet three inches to a monument in the said center line, thence the same course two hundred and twenty-five feet six inches to a monument at the point of intersection of said center line with the center line of Bridge Street, thence on the same course one hundred and thirty feet.

I. W. ALLEN,
*City Surveyor.*

(Sketch and County Clerk's Certificate attached to Original.)

## EXHIBIT R-95.

RETURN of the Courses and Distances of Lafayette Street, in the City of Paterson, according to a Survey and Map, made by I. W. Allen, City Surveyor, dated the Twentieth day of October, A. D. Eighteen hundred and fifty-two.

Said Street is thirty feet wide on each side of the following center line. Beginning at a stone monument with an iron pin center, placed one foot below the Grade of the Street, and at the point of intersection of said center line with the center line of River Street, running thence on a course South eighty-one degrees and forty minutes East, sixty-five feet to a monument at the point of intersection of said center line with the second line of Second Avenue, thence the same course three hundred and twenty-three feet to the Paterson and Ramapo Railroad, thence the same course three hundred feet to a monument in said centre line thence the same course eight hundred and fifty feet to a monument in said center line, thence the same course eight hundred feet to a monument in said center line thence the same course five hundred and thirty-five feet three inches to a monument at the point of intersection of said center line with the center line of York Avenue.

I. W. ALLEN,
*City Surveyor.*

(Sketch and County Clerk's Certificate attached to Original.)

## EXHIBIT R-96.

197

RETURN of the courses and distances of Franklin Street in the City of Paterson according to the survey and map thereof, made by John H. Goetschius, Surveyor, and dated February Eleventh, Eighteen hundred and seventy. Said Street is thirty feet wide on

each side of the following centre line, to wit, a centre line beginning at a point in the centre line of Summer Street two hundred and sixty feet northerly from—measured along a line at right angles with the centre line of Lafayette Street. Running from thence on a course of south eighty-one degrees and forty minutes east parallel with Lafayette—to the centre line of East Eighteenth Street.

JOHN H. GOETSCHIUS,

*Surveyor.*

(Sketch and County Clerk's Certificate attached to Original.)

EXHIBIT R-97.

196

RETURN of the courses and distances of Keene Street in the City of Paterson according to the survey and map thereof made by John H. Goetschius, Surveyor, and dated February Eleventh, Eighteen hundred and seventy. Said Street is thirty feet wide on each side of the following centre line, to wit, a centre line beginning at a point in the centre line—Summer Street—two hundred and sixty feet northerly from—measured along a line at right angles with—the centre line of Franklin Street. Running from thence on a course of south eighty-one degrees and forty minutes east—parallel with Lafayette Street to the centre line of East eighteenth Street.

JOHN H. GOETSCHIUS,

*Surveyor.*

(Sketch and County Clerk's Certificate attached to Original.)

EXHIBIT R-98.

195

RETURN of the courses and distances of Warren Street in the City of Paterson, according to the survey and map thereof made by John H. Goetschius, Surveyor, and dated February Eleventh, Eighteen hundred and seventy. Said Street is twenty-five feet wide on each side of the following centre line to wit, a centre line beginning at a point in the centre line of Graham Avenue two hundred and fifty feet southerly from—measured along a line at right angles with the centre line of Putnam Street. Running from thence on a course of south seventy-nine degrees and ten minutes east—parallel with Lyon Street—to the centre line of East eighteenth Street.

JOHN H. GOETSCHIUS,
*Surveyor.*

(Sketch and County Clerk's Certificate attached to Original.)

EXHIBIT R-99.

RETURN of the Courses and Distances of River Street, in the City of Paterson according to a Survey and Map, made by I. W. Allen, City Surveyor, dated the Twentieth day of October, A. D. Eighteen hundred and fifty-two.

Said street is twenty-five feet wide on each side of the following center line. Beginning at a monument with an iron pin center, placed five feet six inches below the Grade of the Street, and at the point of intersection of said center line with the center line of Mulberry Street, and running thence on a course North fifty-five degrees and nine minutes East, two hundred and eighty-two feet one inch to a monument at the point of intersection of said center line with the center line of West Street, thence North fifty-five degrees and nine minutes East, two hundred and eight

feet four inches to a monument in said center line, thence South forty-seven degrees East, forty-four feet to a monument at the point of intersection of said center line with the center line of Bank Street, thence North fifty-five degrees and nine minutes East three hundred and eighty-three feet two inches to a monument at the point of intersection of said center line with the center line of Parke Street, thence North eight degrees and thirty-seven minutes East, twenty-six feet to a monument in said center line, thence North sixty-nine degrees and fifty-four minutes East, three hundred and thirty feet eleven inches to a monument at the point of intersection of said center line with the center line of Washington Street, thence the same course three hundred and eighty-two feet seven inches to a monument in said center line, thence North fifty-four degrees and forty-one minutes East, three hundred and twenty feet two inches to a monument at the point of intersection of said center line with the center line of Bridge Street, thence the same course four hundred and forty-six feet to a monument at the point of intersection of said center line with the center line of Fulton Street, thence the same course three hundred and seventy feet two inches to a monument at the point of intersection of said center line with the center line of Lawrence Street, thence the same course twenty-three feet eight inches to a monument in said center line, thence North forty-seven degrees and forty-five minutes East, three hundred and twelve feet five inches to a monument at the point of intersection of said center line with the center line of Montgomery Street, thence the same course three hundred and thirty-three feet two inches to a monument at the point of intersection of said center line with the center line of Lafayette Street thence the same course twelve hundred and sixty-one feet to the Paterson and Ramapo Rail Road, thence the same course fifteen chains and

fifty links to a monument in said center line, thence the same course four chains and fifty links to a monument in said center line, thence the same course four chains and fifty links to a monument in the said center line thence the same course fourteen chains to a monument in said center line, thence the same course six chains to a monument in said center line, thence the same course eight chains to a monument in said center line, thence the same course sixteen chains and forty-eight links to a monument at the point of intersection of said center line with the center line of York Avenue, thence the same course three chains and fifty-two links to a monument in said center line, thence twenty-two chains and thirty-five links to a monument (Marked River Street) on the said center line near the Passaic River, thence the same course to the Passaic River.

I. W. ALLEN,
*City Surveyor.*

Recorded April 18″, 1853.
CANFIELD, *Clk.*

(Sketch and County Clerk's Certificate attached to Original.)

EXHIBIT R-100.

194

RETURN of the courses and distances of Putnam Street in the City of Paterson according to the survey and map thereof made by John H. Goetschius, Surveyor, and dated February Eleventh, Eighteen hundred and seventy.

Said Street is twenty-five feet wide on each side of the following centre line to wit. A centre line beginning at a point in the centre line of Graham Avenue two hundred and fifty feet southerly from—measured along a line at right angles with—the centre line of Lyon Street.

*Exhibit R-101.*

Running from thence on a course of south seventy-nine degrees and ten minutes east—parallel with Lyon Street—to the centre line of East eighteenth Street. Then beginning at a point in the centre line of Wait Street—two hundred and fifty-five feet northerly from—measured along a line at right angles with —the center line of Warren Street. Running from thence on a course of north eighty-one degrees and forty minutes west—parallel with Lafayette—to the centre line of East Fifth Street.

JOHN H. GOETSCHIUS,
*Surveyor.*

(Sketch and County Clerk's Certificate attached to Original.)

EXHIBIT R-101.

July 8th, 1914.

SUMMARY.

COST OF ELEVATION.

Erie Railroad—Paterson, N. J.

Railroad Company's estimate of City Plan dated 1914.

Estimate covering the same items as City Estimate.

| Section Includes Bridge at North end of Section | R. R. | Street | Total |
|---|---|---|---|
| Cut to Madison | $149,154.07 | $52,241.92 | $201,395.99 |
| Madison to Grade | 74,212.68 | | 74,212.68 |
| | 223,366.75 | 52,241.92 | 275,608.67 |
| Grade to Straight | 94,040.75 | 31,390.40 | 125,431.15 |
| Straight to Clay | 39,793.44 | 22,340.29 | 62,133.73 |
| Clay to Taylor | 72,888.92 | 21,357.80 | 94,246.72 |
| Taylor to Market | 467,844.04 | 41,120.55 | 508,964.59 |
| Market to Ellison | 94,172.43 | 3,707.60 | 97,880.03 |
| Ellison to Van Houten | 56,157.98 | 19,809.90 | 75,967.88 |
| Van Houten to Broadway | 45,159.21 | 26,744.63 | 71,903.84 |
| Broadway to Fair | 33,119.07 | 2,561.28 | 35,680.35 |
| Fair to Hamilton | 53,859.77 | 3,588.00 | 57,447.77 |
| Hamilton to Governor | 191,184.52 | | 191,184.52 |
| Governor to Fulton | 151,323.92 | | 151,323.92 |
| Fulton to Montgomery | 162,864.02 | 4,489.60 | 167,353.62 |

*Exhibit R-101.*

| Section | R. R. | Street | Total |
|---|---|---|---|
| Montgomery to Lafayette. | $85,942.01 | $6,893.10 | $92,835.11 |
| Lafayette to Keen | 93,523.20 | 3,544.30 | 97,067.50 |
| Keen to Warren | 50,511.56 | 2,869.25 | 53,380.81 |
| Warren to River | 63,886.23 | 37,837.88 | 101,724.11 |
| | $1756,271.07 | $228,254.58 | $1,984,525.65 |
| Plan No. 1. Section | | | |
| River St. to Sixth Ave | $187,647.79 | $262,223.45 | $213,871.24 |
| Sixth Ave. to Fifth Ave. | 82,958.13 | 37,400.30 | 120,358.43 |
| Fifth Ave. to River | 61,898.39 | | 61,898.39 |
| River to Grade | 15,775.50 | | 15,775.50 |
| | $348,279.81 | $63,623.75 | $411,903.56 |
| Plan No. 2. | | | |
| River St. to Grade | $145,134.10 | | $145,134.10 |
| Engineering | $80,000.00 | 12,000.00 | 92,000.00 |
| Depots | 165,000.00 | | 165,000.00 |
| Signals and Wires | 20,000.00 | | 20,000.00 |
| Temporary Freight Tracks | 20,000.00 | | 20,000.00 |
| | $285,000.00 | $12,000.00 | $297,000.00 |
| 1. Complete Plan | $2,612,917.63 | $356,120.25 | $2,969,037.88 |
| City Estimate | (2,302,850.72) | (284,174.23) | (2,587,024.95) |
| 2. Plan leaving 5th Av. at Present Grade. | 2,409,771.92 | 292,496.50 | 2,702,268.42 |
| City Estimate | (2,120,956.92) | (230,320.43) | (2,351,277.35) |
| 3. Plan leaving both 5th Ave. and Madison Ave at Grade | 2,186,405.17 | 240,254.58 | 2,426,659.75 |
| City Estimate | (1,843,998.92) | (194,025.93) | (2,038,024.85) |
| 4. Plan leaving Madison Ave. at Grade but Raising 5th Ave..... | 2,389,550.88 | 303,878.33 | 2,693,429.21 |
| City Estimate | (2,025,892.72) | (247,879.73) | (2,273,772.45) |

N. B. Figures do not include Property damages nor Operating Costs due to interference with regular schedules, nor rearranging industries off the Railroad Right of Way.

*Exhibit R-102.*

# EXHIBIT R-102.

July 8th, 1914.

## SUMMARY.

## COST OF ELEVATION.

## Erie Railroad—Paterson, N. J.

### Railroad Company's Estimate of City Plan dated 1914.
### Estimate of Total Cost.

| Section | R. R. | Street | Total |
|---|---|---|---|
| Cut to Madison | $149,154.07 | $52,241.92 | $201,395.99 |
| Madison to Grade | 74,212.68 | | 74,212.68 |
| Street Damages | 21,000.00 | | 21,000.00 |
| | 244,366.75 | 52,241.92 | 296,608.67 |
| Grade to Straight | 94,040.75 | 31,390.40 | 125,431.15 |
| Straight to Clay | 39,793.44 | 22,340.29 | 62,133.73 |
| Clay to Taylor | 72,888.92 | 21,357.80 | 94,246.72 |
| Taylor to Market | 467,844.04 | 41,120.55 | 508,964.59 |
| Market to Ellison | 94,172.43 | 3,707.60 | 97,880.03 |
| Ellison to Van Houten | 56,157.98 | 19,809.90 | 75,967.88 |
| Van Houten to Broadway | 45,159.21 | 26,744.63 | 71,903.84 |
| Broadway to Fair | 33,119.07 | 2,561.28 | 35,680.35 |
| Fair to Hamilton | 53,859.77 | 3,588.00 | 57,447.77 |
| Hamilton to Governor | 191,184.52 | | 191,184.52 |
| Governor to Fulton | 151,323.92 | | 151,323.92 |
| Fulton to Montgomery | 162,864.02 | 4,489.60 | 167,353.62 |
| Montgomery to Lafayette | 85,942.01 | 6,893.10 | 92,835.11 |
| Lafayette to Keen | 93,523.20 | 3,544.30 | 97,067.50 |
| Keen to Warren | 50,511.56 | 2,869.25 | 53,380.81 |
| Warren to River | 63,886.23 | 37,837.88 | 101,724.11 |
| Street Damages | 117,500.00 | | 117,500.00 |
| | $1,873,771.07 | $228,254.58 | $2,102,025.65 |
| Plan No. 1. Section. | | | |
| River St. to Sixth Ave | $187,647.79 | $26,223.45 | $213,871.24 |
| Sixth Ave. to Fifth Ave | 82,958.13 | 37,400.30 | 120,358.43 |
| Fifth Ave. to River | 61,898.39 | | 61,898.39 |
| River to Grade | 15,775.50 | | 15,775.50 |
| Street Damages | 30,000.00 | | 30,000.00 |
| | $378,279.81 | $63,623.75 | $441,903.56 |
| Plan No. 2. | | | |
| River St. to Grade | $145,134.10 | | $145,134.10 |
| Engineering | 80,000.00 | $12,000.00 | 92,000.00 |
| Depots | 165,000.00 | | 165,000.00 |
| Signals and Wires | 20,000.00 | | 20,000.00 |
| Temporary Freight Tracks | 20,000.00 | | 20,000.00 |
| Handling Traffic | 100,000.00 | | 100,000.00 |
| | $385,000.00 | $12,000.00 | $397,000.00 |
| Rearranging Industries off Right of Way | | Plan No. 1 | $131.922.00 |
| | | Plan No. 2 | 14,625.00 |
| | | | 146,547.00 |

*Exhibit R-102.*

| | R. R. | Street | Industries | Total |
|---|---|---|---|---|
| 1. Complete Plan | 2,881,417.63 | 356,120.25 | 146,547.00 | 3,384,084.88 |
| 2. Plan leaving 5th Ave. at Present Grade | 2,648,271.92 | 292,496.50 | 131,922.00 | 3,072,690.42 |
| 3. Plan leaving both 5th & Madison Aves at Grade | 2,403,905.17 | 240,254.58 | 131,922.00 | 2,776,081.75 |
| 4. Plan leaving Madison Ave. at Grade but Raising 5th Ave. | 2,637,050.88 | 303,878.33 | 146,547.00 | 3,087,476.21 |

GOULD TO MADISON.

| | | | |
|---|---|---|---|
| 2100 | Cu. Yds. Grading for temporary track | @ $ .50 | $1050.00 |
| 4600 | Lin Ft. Temporary track | 2.00 | 9200.00 |
| 4 | Turnouts taken up and relaid | 40.00 | 160.00 |
| 4600 | Lin Ft. track taken up | .05 | 230.00 |
| 4 | Turnouts taken up and relaid | 40.00 | 160.00 |
| 3510 | Cu Yds. Foundation Excavation | 2.00 | 7020.00 |
| 7306 | " " Concrete | 7.50 | 54795.00 |
| 8769 | " " Excavation Earth | .50 | 4384.50 |
| 17538 | " " Rock Excavation | 2.00 | 35076.00 |
| 5000 | Lin Ft. Track taken up | .05 | 250.00 |
| 800 | " " " relaid and surfaced | .35 | 280.00 |
| 2100 | " " double track | 5.50 | 11550.00 |
| 300 | Cu Yds. Sidetrack ballast | .50 | 150.00 |
| 1000 | Lin Ft. new track Leslie Elliot Co. | 2.00 | 2000.00 |
| 1500 | " " Railing on walls | 1.25 | 1875.00 |
| 1300 | Cu Yds. Stone Backfilling behind walls | 2.00 | 2600.00 |
| 3700 | Lin Ft. Drain behind walls | .30 | 1110.00 |
| | | | 131890.50 |
| | + 15% | | 19783.57 |
| | | | 151674.07 |
| | Less 2100 Lin Ft Double track credit | @ $1.20 | 2520.00 |
| | | | $149154.07 |

STREET WORK, MADISON AVE.

| | | | |
|---|---|---|---|
| 7415 | Cu Yds. Filling | @ $ 15 | $1112.25 |
| 19285 | " " " | .50 | 9642.50 |
| 2600 | Lin Ft. Curb and Gutter | 1.00 | 2600.00 |
| 35400 | Sq Ft. Sidewalk | .12 | 4248.00 |
| 6910 | Sq Yds. Macadam | .80 | 5528.00 |
| 700 | Lin Ft. Electric Railroad Track | 5.00 | 3500.00 |
| | New Sewers | | |
| 300 | Lin Ft. 18" Sewer California Ave. | 1.50 | 450.00 |
| 350 | " " 18" " Madison Ave. (E) | 1.50 | 525.00 |
| 300 | " " 18" " Madison Ave. (W) | 1.50 | 450.00 |
| 300 | " " 16" Water Pipe | 2.60 | 780.00 |
| 300 | " " 6" Gas Pipe | .80 | 240.00 |
| 300 | " " 16" " " | 2.60 | 780.00 |
| 390 | Cu Yds. Concrete wall Locomotive Co/ Works | 7.50 | 2925.00 |
| 276 | " " Foundation Excavation | .75 | 207.00 |
| 1440 | Sq Ft. Bridge (Roadway) | 3.50 | 5040.00 |
| 900 | " " " (Sidewalk) | 1.00 | 900.00 |
| 2600 | Lin Ft. Railing | 2.50 | 6500.00 |
| | | | 45427.75 |
| | + 15% | | 6814.17 |
| | | | $52241.92 |

*Exhibit R-102.*

MADISON TO FILL.

| | | | |
|---|---|---|---|
| 900 | Cu Yds. Grading for Temporary Track | @ $ .50 | $450.00 |
| 4700 | Lin Ft. Temporary Track | 2.00 | 9400.00 |
| 2 | Turnouts taken up and relaid | 40.00 | 80.00 |
| | Rental of land for temporary tracks | | 1000.00 |
| 4700 | Lin Ft. Temporary track taken up | .05 | 235.00 |
| 2 | Turnouts taken up and relaid | 40.00 | 80.00 |
| 860 | Cu Yds. Foundation Excavation | 2.00 | 1720.00 |
| 2491 | " " Concrete | 7.50 | 18682.50 |
| 5070 | " " Excavation Earth | .50 | 2535.00 |
| 10141 | " " " Rock | 2.00 | 20282.00 |
| 4850 | Lin Ft. Track taken up | .05 | 242.50 |
| 3 | Turnouts taken up and relaid | 400.00 | 120.00 |
| 1550 | Lin Ft. Track laid and surfaced | .35 | 542.50 |
| 1650 | " " double track | 5.50 | 9075.00 |
| 600 | " " Siding surfaced | .50 | 300.00 |
| 600 | " " Stone Backfilling behind walls | 2.00 | 1000.00 |
| 1700 | " " 4" Drain Tile " " | .30 | 510.00 |
| | | | 66254.50 |
| | + 15% | | 9938.18 |
| | | | 76192.68 |
| | Less 1650 Lin Ft. double track credit | @ $1.20 | 1980.00 |
| | | | $74212.68 |

CUT TO STRAIGHT ST.

| | | | |
|---|---|---|---|
| 7650 | Lin Ft. Track Taken up | @ $ .05 | $372.50 |
| 5 | Turnouts taken up | 10.00 | 50.00 |
| 1 | Turnout Laid | 30.00 | 30.00 |
| 4050 | Lin Ft. Track laid and surfaced | .35 | 1417.50 |
| | Raising Newark Branch Interlocking | | 2000.00 |
| 10910 | Cu Yds. Filling | .50 | 5455.00 |
| 1290 | Cu Yds. Foundation Excavation | .75 | 967.50 |
| 2709 | " " Concrete | 7.50 | 20317.50 |
| 400 | " " Stone Backfilling behind walls | 2.00 | 800.00 |
| 1290 | Lin Ft. 4" Tile Drain behind walls | .30 | 387.00 |
| 1050 | " " Handrail on Walls | 1.25 | 1312.25 |
| 1325 | " " Double Track | 5.50 | 7287.50 |
| 3000 | Cu Yds. Sidetrack Ballast | .50 | 1500.00 |
| 36 | Kegs Spikes | 3.20 | 115.20 |
| 10 | " Bolts | 5.00 | 50.00 |
| 2 | Boxes Nut Locks | 5.00 | 10.00 |
| 1200 | Lin Ft. Trestle | 10.00 | 12000.00 |
| 3 | Track Falsework across street | 1800.00 | 5400.00 |
| 560000 | Lbs Bridge Metal | .04 | 22400.00 |
| 4284 | Sq. Ft. Waterproofing. | .30 | 1285.20 |
| | | | 83157.15 |
| | + 15% | | 12473.60 |
| | | | 95630.75 |
| | Less 1325 Lin Ft. Double track credit | @ 1.20 | 1590.00 |
| | | | $94040.75 |

*Exhibit R-102.*

## STREET WORK, STRAIGHT ST.

| | | | |
|---|---|---|---|
| 7200 | Cu Yds. Grading | @ $ .50 | $3600.00 |
| 310 | " " Foundation Excavation | .75 | 232.50 |
| 463 | " " Concrete | 7.50 | 3472.50 |
| 1980 | Lin Ft. Curb | .70 | 1386.00 |
| 3445 | Sq Yds. Granite Block Pavement | 3.20 | 11024.00 |
| 19800 | Sq Ft. Sidewalk | .12 | 2376.00 |
| 380 | Lin Ft Hand Rail on Wall | 1.25 | 475.00 |
| 800 | Lin Ft 6" Gas Pipe | .80 | 640.00 |
| 800 | " " 6" " " | .80 | 640.00 |
| 18" | Sewer Pipe 300 Lin Ft | 1.50 | 450.00 |
| 600 | Lin Ft. Electric R. R. Track | 5.00 | 3000.00 |
| | | | 27296.00 |
| | + 15% | | 4094.40 |
| | | | $31390.40 |

## STRAIGHT ST. TO CLAY ST.

| | | | |
|---|---|---|---|
| 1700 | Cu Yds. Borrow | @ $ .50 | 850.00 |
| 2 | Turnouts taken up | 10.00 | 20.00 |
| 640 | Lin Ft Track taken up | .05 | 32.00 |
| 130 | Lin Ft. Trestle | 10.00 | 1300.00 |
| 180 | " " Track laid, lined & surfaced | .35 | 63.00 |
| 130 | Lin Ft. Double Track | 5.50 | 715.00 |
| 100 | Cu Yds. Sidetrack Ballast | .50 | 50.00 |
| 2 | Kegs Spikes | 3.20 | 6.40 |
| ½ | Keg Bolts | 5.00 | 2.50 |
| 417 | Cu Yds. Foundation Excavation | .75 | 312.75 |
| 1088 | Cu Yds. Concrete | 7.50 | 8160.00 |
| 152 | Cu Yds. Stone Backfilling behind wall | 2.00 | 304.00 |
| 310 | Lin Ft Drain Tile behind wall | .30 | 93.00 |
| 180 | Lin Ft Handrail on walls | 1.25 | 225.00 |
| 3 | Track falsework across street | 1800.00 | 5400.00 |
| 406500 | lbs. Bridge metal | .04 | 16260.00 |
| 3150 | Sq Ft. Waterproofing | .30 | 945.00 |
| | | | 34738.65 |
| | + 15% | | 5210.79 |
| | | | 39949.44 |
| | Less 130 lin ft double track credit | @ 1.20 | 156.00 |
| | | | $39793.44 |

## STREET WORK, CLAY ST.

| | | | |
|---|---|---|---|
| 4800 | Cu Yds. Grading | @ $ .50 | 2400.00 |
| 183 | " " Foundation Excavation | .75 | 137.25 |
| 205 | " " Concrete | 7.50 | 1537.50 |
| 205 | Lin Ft. Railing on walls | 1.25 | 256.25 |
| 865 | Lin Ft. Curb | .70 | 605.50 |
| 2340 | Sq. Yds. Stone Block Pavement | 3.20 | 7488.00 |
| 10380 | Sq Ft. Sidewalk | .12 | 1245.60 |
| 400 | Lin Ft. 40" Brick Sewer | 12.00 | 4800.00 |
| 425 | " " 15" sewer | 1.25 | 531.25 |
| 425 | " " 12" Water Pipe | 1.00 | 425.00 |
| | | | 19426.35 |
| | + 15% | | 2913.94 |
| | | | $22340.29 |

*Exhibit R-102.*

CLAY ST. TO TAYLOR ST.

| | | | |
|---|---|---|---|
| 5 | Turnouts taken up | @ $10.00 | $50.00 |
| 3200 | Lin Ft. Track Taken up | .05 | 160.00 |
| 760 | " " Trestle | 10.00 | 7600.00 |
| 2213 | Cu Yds. Concrete | 7.50 | 16597.50 |
| 1100 | " " Foundation excavation | .75 | 825.00 |
| 590 | Lin Ft. Handrail on Wall | 1.25 | 737.50 |
| 430 | " " Double track | 5.50 | 2365.00 |
| 9300 | Cu Yds. Filling | .50 | 4650.00 |
| 3 | Turnouts laid | 30.00 | 90.00 |
| 1390 | Lin Ft. Track laid and surfaced | .35 | 486.50 |
| 12 | Kegs spikes | 3.20 | 38.40 |
| 4 | Kegs Bolts | 5.00 | 20.00 |
| 1 | Box Nut Locks | 5.00 | 5.00 |
| 840 | Cu Yds. Sidetrack ballast | .50 | 420.00 |
| 340 | " " Stone backfilling behind walls | 2.00 | 680.00 |
| 780 | Lin Ft. Tile Drain behind walls | .30 | 234.00 |
| 3 | Falsework Across Street | 1800.00 | 5400.00 |
| 543400 | Lbs. Bridge Metal | .04 | 21736.00 |
| 4360 | Sq Ft. Waterproofing | .30 | 1308.00 |
| 190 | Cu Yds Ballast on Bridge | 1.00 | 190.00 |
| 190 | Ties | 1.25 | 237.50 |
| | | | 63830.40 |
| | + 15% | | 9574.52 |
| | | | 73404.92 |
| | Less 430 Lin Ft Double Track credit | @ 1.20 | 516.00 |
| | | | $72888.92 |

STREET WORK, TAYLOR ST.

| | | | |
|---|---|---|---|
| 5033 | Cu Yds. Grading | @ $ .50 | $2516.50 |
| 30 | " " Foundation excavation | .75 | 22.50 |
| 50 | " " Concrete | 7.50 | 375.00 |
| | Underpinning Buildings | | 3000.00 |
| 60 | Lin Ft. Handrail on wall | 1.25 | 75.00 |
| 1570 | " " Curb | .70 | 1099.00 |
| 3000 | Sq Yds. Granite Block Pavement | 3.20 | 9600.00 |
| 15700 | Sq Ft. Sidewalk | .12 | 1884.00 |
| | | | 18572.00 |
| | + 15% | | 2785.80 |
| | | | $21357.80 |

TAYLOR ST. TO MARKET ST.

| | | | |
|---|---|---|---|
| 25 | Turnouts taken up | @ $10.00 | $250.00 |
| 18480 | Lin Ft. Track taken up | .05 | 924.00 |
| 1 | Crossing Frog taken up | 25.00 | 25.00 |
| 4820 | Lin Ft. Trestle | 10.00 | 48200.00 |
| 10084 | Cu Yds. Foundation Excavation | .75 | 7563.00 |
| 20988 | " " Concrete | 7.50 | 157410.00 |
| 3618 | " " Old Masonry Removed | 6.00 | 21708.00 |
| 6525 | Lin Ft. Handrail on wall | 1.25 | 8156.25 |
| 2400 | " " Double Track | 5.50 | 13200.00 |
| 51000 | " " Filling | .50 | 25500.00 |
| 28 | Turnouts laid | 30.00 | 840.00 |
| 13600 | Lin Ft Track laid and surfaced | .35 | 4760.00 |
| 10300 | Cu Yds. Sidetrack ballast | .50 | 5150.00 |
| 90 | Kegs Spikes | 3.20 | 288.00 |
| 24 | " Bolts | 5.00 | 120.00 |
| 3 | Boxes Nut Locks | 5.00 | 15.00 |

*Exhibit R-102.*

TAYLOR ST. TO MARKET ST. (Continued).

| | | | |
|---|---|---|---|
| 3 | Crossing Frogs | @ $300.00 | $900.00 |
| 8400 | Sq Yds. Paving Team driveways | 3.20 | 26880.00 |
| | Essex St. Bridge | | |
| 942400 | lbs Steel | .04 | 37696.00 |
| 6500 | Sq Ft Waterproofing | .30 | 1950.00 |
| 2 | Track Falsework | 1800.00 | 3600.00 |
| | Dismantling old Bridge | | 2000.00 |
| 2 | Driveway Bridge 2280 Sq Ft | 3.00 | 6840.00 |
| | Market St. Bridge. | | |
| 2 | Track Falsework | 2000.00 | 4000.00 |
| 400000 | lbs Bridge Metal | .04 | 160000.00 |
| 2800 | Sq Ft Waterproofing | .30 | 840.00 |
| | Platform across street 2400 Sq Ft. | 1.00 | 2400.00 |
| 5800 | Lin Ft Curb | .70 | 4060.00 |
| 3200 | Cu Yds. Stone backfilling behind wall | 2.00 | 6400.00 |
| 5500 | Lin Ft Drain behind Wall | .30 | 1650.00 |
| | | | 409325.25 |
| | + 15% | | 61398.79 |
| | | | 470724.04 |
| | Less 2400 lin Ft Double Track credit | @ 1.20 | 2880.00 |
| | | | $467844.04 |

STREET WORK, ESSEX ST. and MARKET ST.

| | | | |
|---|---|---|---|
| | Essex Street | | |
| 380 | Lin Ft Curb | @ $ .70 | $266.00 |
| 3800 | Sq Ft Sidewalk | .12 | 456.00 |
| 730 | Sq Yds Granite Block Pavement | 3.20 | 2336.00 |
| 400 | Cu Yds. Excavation | 1.00 | 400.00 |
| | Changing Drainage | | 300.00 |
| | Market Street | | |
| 5000 | Cu Yds. Grading | 1.00 | 5000.00 |
| | Underpinning Building and rearranging entrances | | 3000.00 |
| 1700 | Lin Ft Curbing | .70 | 1190.00 |
| 16200 | Sq Ft Sidewalk | .12 | 1944.00 |
| 3640 | Sq Yds. Asphalt Pavement | 2.00 | 7280.00 |
| 1240 | Lin Ft. Trolley Track | 5.00 | 6200.00 |
| 350 | Lin Ft. 12" gas Pipe | 1.00 | 350.00 |
| 350 | " " 18" Sewer Pipe | 1.50 | 525.00 |
| 350 | " " 2-2" Tube | .80 | 280.00 |
| 350 | " " 1-2" Tube | .40 | 140.00 |
| 350 | " " 6" Gas Pipe | .80 | 280.00 |
| 350 | " " 9 Telephone conduits | 3.60 | 1260.00 |
| 350 | " " 12 Electric Conduits | 4.80 | 1680.00 |
| 350 | " " 30" Brick Sewer | 6.00 | 2100.00 |
| 350 | " " 12" Water Pipe | 1.40 | 490.00 |
| 350 | " " 6" Gas Pipe | .80 | 280.00 |
| | | | 35757.00 |
| | + 15% | | 5363.55 |
| | | | $41120.55 |

*Exhibit R-102.*

MARKET ST. TO ELLISON.

| | | | |
|---|---|---|---|
| 3555 | Lin Ft. Track taken up | @ $ .05 | $177.75 |
| 7 | Turnouts taken up | 10.00 | 70.00 |
| 1100 | Lin Ft Trestle | 10.00 | 11000.00 |
| 5355 | Cu Yds. Concrete | 7.50 | 40162.50 |
| 12440 | " " Filling | .50 | 6220.00 |
| 890 | Lin Ft Railing on wall | 1.25 | 1112.50 |
| 600 | Lin Ft Double Track | 5.50 | 3300.00 |
| 750 | Cu Yds. Stone Backfilling behind wall | 2.00 | 1500.00 |
| 1200 | Lin Ft Drain Tile behind wall | .30 | 360.00 |
| 3 | Track Falsework across Street | 1800.00 | 5400.00 |
| 312040 | Lbs Bridge Steel | .04 | 12481.60 |
| 2436 | Sq Ft Waterproofing | .30 | 730.80 |
| | | | 82515.15 |
| | + 15% | | 12377.28 |
| | | | 94892.43 |
| | Less 600 Lin Ft Double track | @ 1.20 | 720.00 |
| | | | $94172.43 |

STREET WORK, ELLISON ST.

| | | | |
|---|---|---|---|
| 408 | Cu Yds. Grading | @ 1.00 | $408.00 |
| 400 | Lin Ft Curb | .70 | 280.00 |
| 4800 | Sq Ft Sidewalk | .12 | 576.00 |
| 700 | Sq Yds. Pavement | 2.80 | 1960.00 |
| | | | 3224.00 |
| | + 15% | | 483.60 |
| | | | 3707.60 |

ELLISON ST. TO VAN HOUTEN ST.

| | | | |
|---|---|---|---|
| 3 | Turnouts taken up | @ $10.00 | $30.00 |
| 1300 | Lin Ft Track Taken up | .05 | 65.00 |
| 600 | Lin Ft Trestle | 10.00 | 6000.00 |
| 1325 | Cu Yds. Foundation excavation | .75 | 993.75 |
| 3130 | " " Concrete | 7.50 | 23475.00 |
| 600 | Lin Ft Hand Rail on wall | 1.25 | 750.00 |
| 4975 | Cu Yds. Filling | .50 | 2487.50 |
| 2 | Turnouts laid | 30.00 | 60.00 |
| 350 | Lin Ft Double Track | 5.50 | 1925.00 |
| 2 | Track Falsework across street | 1800.00 | 3600.00 |
| 209000 | lbs Bridge Metal | .04 | 8360.00 |
| 1540 | Sq Ft. Waterproofing | .30 | 462.00 |
| 405 | Cu Yds. Stone Backfilling behind walls | 2.00 | 810.00 |
| 600 | Lin Ft Drain Behind walls | .30 | 180.00 |
| | | | 49198.25 |
| | + 15% | | 7379.73 |
| | | | 56577.98 |
| | Less Credit 350 Lin. Ft. Double Track | @ 1.20 | 420.00 |
| | | | $56157.98 |

STREET WORK, VAN HOUTEN ST.

| | | | |
|---|---|---|---|
| 1700 | Cu Yds. Excavation | @ $1.00 | $1700.00 |
| | Entrance to Building | | 1200.00 |
| 940 | Lin Ft Curb | .70 | 658.00 |
| 9400 | Sq. Ft. Sidewalk | .12 | 1128.00 |
| 1570 | Sq Yds. Pavement | 2.00 | 3140.00 |
| 200 | Cu Yds. Concrete | 12.00 | 2400.00 |

*Exhibit R-102.*

STREET WORK VAN HOUTEN ST. (Continued).

| | | | |
|---|---|---|---|
| 400 | Lin Ft 24" Water Pipe | @ $4.50 | $1800.00 |
| 400 | Lin Ft Telephone conduits (6) | 2.40 | 960.00 |
| 400 | Lin Ft. 6" Water Main | .80 | 320.00 |
| 800 | Lin Ft. 3" Gas Pipe | .50 | 400.00 |
| 400 | " " Electric Conduits (20) | 8.00 | 3200.00 |
| 400 | " " " Tubes | .80 | 320.00 |
| | | | 17226.00 |
| | + 15% | | 2583.90 |
| | | | $19809.90 |

VAN HOUTEN TO BROADWAY.

| | | | |
|---|---|---|---|
| 530 | Lin Ft. Track Taken up | @ $ .05 | $26.50 |
| 400 | " " Trestle | 10.00 | 4000.00 |
| 960 | Cu Yds. Foundation excavation | .75 | 720.00 |
| 2082 | " " Concrete | 7.50 | 15615.00 |
| 400 | Lin Ft. Handrail on wall | 1.25 | 500.00 |
| 3040 | Cu Yds. Filling | .50 | 1520.00 |
| 265 | Lin Ft Double Track | 5.50 | 1457.50 |
| 275 | Cu Yds. Stone Backfilling behind walls | 2.00 | 550.00 |
| 560 | Lin Ft Drain behind walls | .30 | 168.00 |
| 2 | Track Falsework across street | 1800.00 | 3600.00 |
| 269800 | Lbs Bridge Steel | .04 | 10792.00 |
| 1988 | Sq Ft Waterproofing | .30 | 596.40 |
| | | | 39545.40 |
| | + 15% | | 5931.81 |
| | | | $45477.21 |
| | Less 265 Lin Ft Double track credit | @ $1.20 | 318.00 |
| | | | $45159.21 |

STREET WORK, BROADWAY.

| | | | |
|---|---|---|---|
| 2125 | Cu Yds. Grading | @ $1.00 | $2125.00 |
| | Entrance to building | | 2000.00 |
| 1080 | Lin Ft Curb | .70 | 756.00 |
| 12960 | Sq Ft Sidewalk | .12 | 1555.20 |
| 2900 | Sq Yds. Brick Pavement | 2.80 | 8120.00 |
| 1100 | Lin Ft. Trolley Track | 5.00 | 5500.00 |
| 400 | Lin Ft. Tube | .30 | 120.00 |
| 400 | " " Electric conduit 6 | 2.40 | 960.00 |
| 400 | " " 16" Water Main | 2.60 | 1040.00 |
| 400 | " " 3" Gas Main | .40 | 160.00 |
| 400 | " " Telephone conduit 4 | 1.00 | 400.00 |
| 400 | Lin Ft. 4" Gas Pipe | .50 | 200.00 |
| 400 | Lin Ft. 2-2" Electric Tube | .80 | 320.00 |
| | | | 23256.20 |
| | + 15% | | 3488.43 |
| | | | $26744.63 |

BROADWAY TO FAIR ST.

| | | | |
|---|---|---|---|
| 520 | Lin Ft. Track Taken up | @ $ .05 | $26.00 |
| 400 | " " Trestle | 10.00 | 4,000.00 |
| 600 | Cu Yds. Foundation excavation | .75 | 450.00 |
| 955 | " " Concrete | 7.50 | 7162.50 |
| 5300 | " " Filling | .50 | 2650.00 |
| 200 | Lin Ft Handrail on wall | 1.25 | 250.00 |

*Exhibit R-102.*

BROADWAY TO FAIR ST. (Continued).

| | | | |
|---|---|---|---|
| 260 | Lin Ft. Double Track | @ $5.50 | $1430.00 |
| 400 | " " Drain behind walls | .30 | 120.00 |
| 280 | Cu Yds. Stone Backfilling behind walls | 2.00 | 560.00 |
| 209000 | Lbs. Bridge Metal | .04 | 8360.00 |
| 1540 | Sq Ft. Waterproofing | .30 | 462.00 |
| 2 | Track Falsework across street | 1800.00 | 3600.00 |
| | | | 29070.50 |
| | + 15% | | 4360.57 |
| | | | 33431.07 |
| | Less 260 Lin Ft Double track credit | @ 1.20 | 312.00 |
| | | | $33119.07 |

STREET WORK, FAIR STREET.

| | | | |
|---|---|---|---|
| 400 | Cu Yds. Excavation | @ $1.00 | $400.00 |
| 400 | Lin Ft Curb | .70 | 280.00 |
| 4000 | Sq Ft Sidewalk | .12 | 480.00 |
| 667 | Sq Yds. Bituminous Macadam Pavement | 1.60 | 1067.20 |
| | | | 2227.20 |
| | + 15% | | 334.08 |
| | | | $2561.28 |

FAIR ST. TO HAMILTON AVE.

| | | | |
|---|---|---|---|
| 730 | Lin Ft. Track Taken up | @ $ .05 | $36.50 |
| 1 | Turnout taken up | 10.00 | 10.00 |
| 400 | Lin Ft Trestle | 10.00 | 4000.00 |
| 812 | Cu Yds. Foundation Excavation | .75 | 609.00 |
| 1855 | Cu Yds. Concrete | 7.50 | 13912.50 |
| 300 | Lin Ft Handrail on walls | 1.25 | 375.00 |
| 6000 | Cu Yds. Filling | .50 | 3000.00 |
| 1 | Turnout laid | 30.00 | 30.00 |
| 200 | Lin Ft Track laid and surfaced | .35 | 70.00 |
| 70 | Cu Yds. Sidetrack Ballast | .50 | 35.00 |
| 265 | Lin Ft Double Track | 5.50 | 1457.50 |
| 2 | Track Falsework across street | 1800.00 | 3600.00 |
| 460200 | lbs Bridge Metal | .04 | 18408.00 |
| 2772 | Sq Ft Waterproofing | .30 | 831.60 |
| 40 | Ties on bridge for siding | 1.25 | 50.00 |
| 40 | Cu Yds. Stone Ballast on bridge for siding | 1.00 | 40.00 |
| 260 | Cu Yds. Stone backfilling behind walls | 2.00 | 520.00 |
| 420 | Lin Ft Drain behind walls | .30 | 126.00 |
| | | | 47111.10 |
| | + 15% | | 7066.67 |
| | | | 54177.77 |
| | Less 265 Lin. Ft. Double Track credit | @ 1.20 | 318.00 |
| | | | $53859.77 |

STREET WORK, HAMILTON AVE.

| | | | |
|---|---|---|---|
| 450 | Cu Yds. Excavation | @ $1.00 | $450.00 |
| 500 | Lin Ft Curb | .70 | 350.00 |
| 6000 | Sq Ft Sidewalk | .12 | 720.00 |
| 1000 | Cu Yds. Bituminous Macadam Pavement | 1.60 | 1600.00 |
| | | | 3120.00 |
| | + 15% | | 468.00 |
| | | | $3588.00 |

*Exhibit R-102.*

HAMILTON AVE. TO GOVERNOR ST.

| | | | |
|---|---|---|---|
| 3 | Turnouts taken up | @ $10.00 | $30.00 |
| 1900 | Lin Ft. Track taken up | .05 | 95.00 |
| 1450 | " " Trestle | 10.00 | 14500.00 |
| 1530 | Cu Yds. Old Masonry Removed | 6.00 | 9180.00 |
| 5100 | " " Foundation Excavation | .75 | 3825.00 |
| 12600 | " " Concrete | 7.50 | 94500.00 |
| 2010 | Lin Ft Handrail on wall | 1.25 | 2512.50 |
| 16200 | Cu Yds. Filling | .50 | 8100.00 |
| 600 | Lin Ft New Sidetrack | 2.00 | 1200.00 |
| 1 | Turnout laid | 30.00 | 30.00 |
| 350 | Lin Ft Track laid and surfaced | .35 | 122.50 |
| 260 | Cu Yds. Sidetrack ballast | .50 | 130.00 |
| 3 | Kegs Spikes | 3.20 | 9.60 |
| 775 | Lin Ft Double Track | 5.50 | 4262.50 |
| 1643 | Cu Yds. Stone Backfilling behind walls | 2.00 | 3286.00 |
| 2150 | Lin Ft Drains behind walls | .30 | 645.00 |
| | Governor St. Bridge | | |
| | Falsework for 2 Tracks | 1800.00 | 3600.00 |
| 400 | Cu Yds. Old Masonry removed | 6.00 | 2400.00 |
| 200 | Cu Yds. Foundation Excavation | .75 | 150.00 |
| 1300 | Cu Yds. Concrete | 7.50 | 9750.00 |
| | Raising Present Bridge | | 2500.00 |
| 136800 | lbs Bridge Metal New Track | .04 | 5472.00 |
| 2520 | Sq Ft Waterproofing | .30 | 756.00 |
| | | | 167056.10 |
| | + 15% | | 25058.42 |
| | | | 192114.52 |
| | Less 775 Lin Ft Double Track credit | @ 1.20 | 930.00 |
| | | | $191184.52 |

GOVERNOR ST. TO FULTON ST.

| | | | |
|---|---|---|---|
| 3 | Turnouts taken up | @ $10.00 | $30.00 |
| 1790 | Lin Ft Track Taken up | .05 | 89.50 |
| 900 | Lin Ft Trestle | 10.00 | 9000.00 |
| 1330 | Cu Yds. Old Masonry Removed | 6.00 | 7980.00 |
| 9914 | " " Concrete | 7.50 | 74355.00 |
| 6450 | " " Foundation excavation | .75 | 4837.50 |
| 9000 | " " Filling | .50 | 4500.00 |
| 3 | Turnouts laid | 30.00 | 90.00 |
| 820 | Lin Ft. Track laid and surfaced | .35 | 287.00 |
| 475 | " " new sidetrack | 2.00 | 950.00 |
| 485 | " " Double track | 5.50 | 2667.50 |
| 8 | Kegs Spikes | 3.20 | 25.60 |
| 2 | " Bolts | 5.00 | 10.00 |
| 1 | Box Nut Locks | 5.00 | 5.00 |
| 700 | Cu Yds. Sidetrack ballast | .50 | 350.00 |
| 1200 | " " Stone Backfilling behind walls | 2.00 | 2400.00 |
| 1365 | Lin Ft. Drain behind walls | .30 | 409.50 |
| 1250 | " " Handrail on walls | 1.25 | 1562.50 |
| | Fulton St. | | |
| 2 | Track Falsework | 1800.00 | 3600.00 |
| 400 | Cu Yds. Old Masonry removed | 6.00 | 2400.00 |
| 600 | " " Foundation Excavation | .75 | 450.00 |
| 1100 | " " Concrete | 7.50 | 8250.00 |
| | Raising old bridge | | 2500.00 |
| 114000 | Lbs Bridge Metal 1 track new bridge | .04 | 4560.00 |

*Exhibit R-102.*

GOVERNOR ST. TO FULTON ST. (Continued).

| | | | |
|---|---|---|---|
| 2310 | Sq Ft Waterproofing | @ $ .30 | $693.00 |
| 40 | Cu Yds. Ballast on Bridge | 1.00 | 40.00 |
| 40 | Ties on Bridge | 1.25 | 50.00 |
| | | | 132092.10 |
| | + 15% | | 19813.82 |
| | | | 151905.92 |
| | Less 485 Lin Ft Double Track credit | @ $1.20 | 582.00 |
| | | | $151323.92 |

FULTON ST. TO MONTGOMERY ST.

| | | | |
|---|---|---|---|
| 1610 | Lin Ft. Track taken up | @ $ .05 | $80.50 |
| 2 | Turnouts taken up | 10.00 | 20.00 |
| 1000 | Lin Ft. Trestle | 10.00 | 10000.00 |
| 4320 | Cu Yds. Foundation Excavation | .75 | 3240.00 |
| 12080 | " " Concrete | 7.50 | 90600.00 |
| 12180 | " " Filling | .50 | 6090.00 |
| 3 | Turnouts laid | 30.00 | 90.00 |
| 565 | Lin Ft. Double Track | 5.50 | 3107.50 |
| 565 | " " New side Track | 2.00 | 1130.00 |
| 1300 | Cu Yds. Stone Backfilling behind walls | 2.00 | 2600.00 |
| 1540 | Lin Ft. Drain behind walls | .30 | 462.00 |
| 1400 | " " Handrail on walls | 1.25 | 1750.00 |
| | Montgomery St. Bridge | | |
| 2 | Track Falsework | 1800.00 | 3600.00 |
| 456000 | lbs. Bridge Metal | .04 | 18240.00 |
| 3360 | Sq Ft Waterproofing | .30 | 1008.00 |
| 90 | Cu Yds. Ballast on Bridge | 1.00 | 90.00 |
| 75 | Ties on Bridge | 1.25 | 93.75 |
| | | | 142201.75 |
| | + 15% | | 21330.27 |
| | | | 163532.02 |
| | Less 565 Lin Ft Double track credit | @ 1.20 | 678.00 |
| | | | $162864.02 |

STREET WORK, MONTGOMERY ST.

| | | | |
|---|---|---|---|
| 2000 | Cu Yds. Grading | @ $ .50 | $1000.00 |
| 400 | Lin Ft Curb | .70 | 280.00 |
| 4000 | Sq Ft Sidewalk | .12 | 480.00 |
| 670 | Sq Yds. Stone block pavement | 3.20 | 2144.00 |
| | | | 3904.00 |
| | + 15% | | 585.60 |
| | | | $4489.60 |

MONTGOMERY TO LAFAYETTE ST.

| | | | |
|---|---|---|---|
| 845 | Lin Ft. Track taken up | @ $ .05 | 42.25 |
| 430 | Lin Ft. Trestle | 10.00 | 4300.00 |
| 1925 | Cu Yds. Foundation excavation | .75 | 1443.75 |
| 5520 | " " Concrete | 7.50 | 41400.00 |
| 645 | Lin Ft. Handrail on wall | 1.25 | 806.25 |
| 4400 | Cu Yds. Filling | .50 | 2200.00 |
| 280 | Lin Ft. Track laid and surfaced | .35 | 98.00 |
| 280 | " " Double track | 5.50 | 1540.00 |
| 160 | " " Sidetrack ballast | .50 | 80.00 |
| 3 | Kegs Spikes | 3.20 | 9.60 |
| 1 | " Bolts | 5.00 | 5.00 |

*Exhibit R-102.*

MONTGOMERY TO LAFAYETTE ST. (Continued).

| | | | |
|---|---|---|---|
| 625 | Cu Yds. Stone Backfilling behind walls | @ $2.00 | $1250.00 |
| 770 | Lin Ft Drain behind walls | .30 | 231.00 |
| | Lafayette St. | | |
| 2 | Track Falsework | 1800.00 | 3600.00 |
| 425600 | lbs Bridge Metal | .04 | 17024.00 |
| 2940 | Sq Ft. Waterproofing | .30 | 882.00 |
| 50 | Cu Yds. Ballast on Bridge | 1.00 | 50.00 |
| 50 | Ties on Bridge | 1.25 | 62.50 |
| | | | 75024.35 |
| | + 15% | | 11253.66 |
| | | | 86278.01 |
| | Less 280 Lin Ft Double Track credit | @ 1.20 | 336.00 |
| | | | $85942.01 |

STREET WORK, LAFAYETTE ST.

| | | | |
|---|---|---|---|
| 1340 | Cu Yds. Excavation | @ $1.00 | $1340.00 |
| 500 | Lin Ft. Curb | .70 | 350.00 |
| 6000 | Sq Ft. Sidewalk | .12 | 720.00 |
| 1000 | Sq. Yds. Block Pavement | 3.20 | 3200.00 |
| 240 | Lin Ft. 6" Gas Main | .80 | 192.00 |
| 240 | " " 6" Water Main | .80 | 192.00 |
| | | | 5994.00 |
| | + 15% | | 899.10 |
| | | | $6893.10 |

LAFAYETTE ST. TO KEEN ST.

| | | | |
|---|---|---|---|
| 2 | Turnouts taken up | @ $10.00 | $20.00 |
| 2460 | Lin Ft. Track Taken up | .05 | 123.00 |
| 1000 | " " Trestle | 10.00 | 10000.00 |
| 2200 | Cu Yds. Foundation Excavation | .75 | 1650.00 |
| 4900 | " " Concrete | 7.50 | 36750.00 |
| 13540 | " " Filling | .50 | 6770.00 |
| 1000 | Lin Ft. Handrail on walls | 1.25 | 1250.00 |
| 4 | Turnouts laid | 30.00 | 120.00 |
| 1365 | Lin Ft. Track laid and surfaced | .35 | 477.75 |
| 555 | Lin Ft. Double Track | 5.50 | 3052.50 |
| 890 | " " Sidetrack ballast | .50 | 445.00 |
| 12 | Kegs Spikes | 3.20 | 38.40 |
| 5 | Kegs Bolts | 5.00 | 25.00 |
| 1 | Box Nut Locks | 5.00 | 5.00 |
| 676 | Cu Yds. Stone Backfilling behind walls | 2.00 | 1352.00 |
| 1115 | Lin Ft. Drain behind walls | .30 | 334.50 |
| 2 | Track Falsework across street | 1800.00 | 3600.00 |
| 372400 | lbs Bridge Metal | .04 | 14896.00 |
| 2940 | Sq Ft Waterproofing | .30 | 882.00 |
| 50 | Cu Yds. Stone Ballast on Bridge | 1.00 | 50.00 |
| 50 | Ties on Bridge | 1.25 | 62.50 |
| | | | 81903.65 |
| | + 15% | | 12285.55 |
| | | | 94189.20 |
| | Less 555 Lin Ft. Double Track credit | @ 1.20 | 666.00 |
| | | | 93523.20 |

*Exhibit R-102.*

STREET WORK, KEEN STREET.

| | | | |
|---|---|---|---|
| 400 | Cu Yds. Excavation | @ $ .50 | $200.00 |
| 300 | Lin Ft. Curb | .70 | 210.00 |
| 3600 | Sq Ft. | .12 | 432.00 |
| 700 | Sq Yds. Block Pavement | 3.20 | 2240.00 |
| | | | 3082.00 |
| | + 15% | | 462.30 |
| | | | $3544.30 |

KEEN ST. TO WARREN ST.

| | | | |
|---|---|---|---|
| 4 | Turnouts taken up | @ $10.00 | $40.00 |
| 810 | Lin Ft. Track taken up | .05 | 40.50 |
| 400 | Lin Ft. Trestle | 10.00 | 4000.00 |
| 1150 | Cu Yds. Foundation Excavation | .75 | 862.50 |
| 2576 | " " Concrete | 7.50 | 19320.00 |
| 7550 | " " Filling | .50 | 3775.00 |
| 400 | Lin Ft. Handrail on wall | 1.25 | 500.00 |
| 200 | " " Track laid and surfaced | .35 | 70.00 |
| 260 | " " double track | 5.50 | 1430.00 |
| 150 | Cu Yds. Sidetrack ballast | .50 | 75.00 |
| 2 | Kegs Spikes | 3.20 | 6.40 |
| 346 | Cu Yds. Stone Backfilling behind walls | 2.00 | 692.00 |
| 530 | Lin Ft. Drain behind walls | .30 | 159.00 |
| 2 | Track Falsework across street | 1800.00 | 3600.00 |
| 228000 | Lbs Bridge Metal | .04 | 9120.00 |
| 1680 | Sq Ft. Waterproofing | .30 | 504.00 |
| | | | 44194.40 |
| | + 15% | | 6629.16 |
| | | | 50823.56 |
| | Less 260 Lin Ft. Double Track credit | @ 1.20 | 312.00 |
| | | | $50511.56 |

STREET WORK, WARREN ST.

| | | | |
|---|---|---|---|
| 200 | Cu Yds. Excavation | @ $ .50 | $100.00 |
| 250 | Lin Ft. Curb | .70 | 175.00 |
| 2500 | Sq Ft Sidewalk | .12 | 300.00 |
| 600 | Sq Yds Block Pavement | 3.20 | 1920.00 |
| | | | 2495.00 |
| | + 15% | | 374.25 |
| | | | $2869.25 |

WARREN ST. TO RIVER ST.

| | | | |
|---|---|---|---|
| 610 | Lin Ft. Track taken up | @ $ .05 | $30.50 |
| 430 | " " Trestle | 10.00 | 4300.00 |
| 2186 | Cu Yds. Concrete | 7.50 | 16395.00 |
| 1100 | " " Foundation Excavation | .75 | 825.00 |
| 430 | Lin Ft. Handrail on wall | 1.25 | 537.50 |
| 5100 | Cu Yds. Filling | .50 | 2550.00 |
| 305 | Lin Ft. Double Track | 5.50 | 1677.50 |
| 440 | Cu Yds. Stone Backfilling behind walls | 2.00 | 880.00 |
| 520 | Lin Ft. Drain behind walls | .30 | 156.00 |
| 2 | Track Falsework across street | 1800.00 | 3600.00 |

*Exhibit R-102.*

WARREN ST. TO RIVER ST. (Continued).

| | | | |
|---|---|---|---|
| 608000 lbs | Bridge Metal | @ $ .04 | $24320.00 |
| 2000 Sq Ft | Waterproofing | .30 | 600.00 |
| | | | 55871.50 |
| | + 15% | | 9380.73 |
| | | | 64252.23 |
| | Less 305 Lin Ft. Double Track credit | @ 1.20 | 366.00 |
| | | | $63886.23 |

STREET WORK, RIVER ST.

| | | | |
|---|---|---|---|
| 6500 | Cu Yds. Excavation | @ $ .75 | $4875.00 |
| 2025 | Lin Ft. Curb | .70 | 1417.50 |
| 21000 | Sq Ft. Sidewalk | .12 | 2520.00 |
| 4000 | Sq Ft Block Pavement | 3.20 | 12800.00 |
| 880 | Lin Ft Trolley Tracks | 5.00 | 4400.00 |
| | Entrance to building & Underpinning | | 1500.00 |
| 700 | Lin Ft. 12" Gas Main | 1.80 | 1260.00 |
| 700 | " " 8" Gas Main | 1.00 | 700.00 |
| 120 | " " 18" Sewer | 1.50 | 180.00 |
| 600 | " " 6" Gas Main | .80 | 480.00 |
| 550 | Lin Ft. 24" Sewer | 3.80 | 2090.00 |
| 600 | Lin Ft. 4" Gas Main | .60 | 360.00 |
| 400 | Lin Ft. 6" Water Main | .80 | 320.00 |
| | | | 32902.50 |
| | + 15% | | 4935.38 |
| | | | $37837.88 |

RIVER STREET TO SIXTH AVE.

| | | | |
|---|---|---|---|
| 14 | Turnouts taken up | @ $10.00 | $140.00 |
| 10660 | Lin Ft. Track Taken up | .05 | 533.00 |
| 4200 | " " Trestle | 10.00 | 42000.00 |
| 3550 | Cu Yds. Foundation Excavation | .75 | 2662.50 |
| 7235 | " " Concrete | 7.50 | 54262.50 |
| 34450 | " " Filling | .50 | 17225.00 |
| 3000 | Lin Ft. Handrail on wall | 1.25 | 3750.00 |
| 18 | Turnouts laid | 30.00 | 540.00 |
| 6920 | Lin Ft. Track laid and surfaced | .35 | 2422.00 |
| 2160 | " " double Track | 5.50 | 11880.00 |
| 5800 | " " Sidetrack ballast | | 2900.00 |
| 63 | Kegs Spikes | 3.20 | 201.60 |
| 17 | Kegs Bolts | 5.00 | 85.00 |
| 3 | Boxes Nut Locks | 5.00 | 15.00 |
| 1200 | Cu Yds. Stone Backfilling behind walls | 2.00 | 2400.00 |
| 3000 | Lin Ft. Drain behind walls | .30 | 900.00 |
| 2 | Track Falsework | 1800.00 | 3600.00 |
| 465120 | Lbs Bridge Metal | .04 | 18604.80 |
| 3640 | Sq Ft. Waterproofing | .30 | 1092.00 |
| 100 | Cu Yds. Ballast on Bridge | 1.00 | 100.00 |
| 90 | Ties on Bridge | 1.25 | 112.50 |
| | | | 165425.90 |
| | + 15% | | 24813.89 |
| | | | 190239.79 |
| | Less 2160 Lin Ft Double Track credit | @ 1.20 | 2592.00 |
| | | | $187647.79 |

*Exhibit R-102.*

STREET WORK, SIXTH AVENUE.

| | | | |
|---|---|---|---|
| 8200 | Cu Yds. Excavation | @ $ .50 | $4100.00 |
| | Underpinning buildings | | 3000.00 |
| 1450 | Lin Ft Curb | .70 | 1015.00 |
| 17400 | Sq Ft. Sidewalk | .12 | 2088.00 |
| 3000 | Sq Yds block Pavement | 3.20 | 9600.00 |
| | Drainage | | 3000.00 |
| | | | 22803.00 |
| | + 15% | | 3420.45 |
| | | | $26223.45 |

SIXTH AVE. TO FIFTH AVE.

| | | | |
|---|---|---|---|
| 6 | Turnouts taken up | @ $10.00 | $60.00 |
| 3840 | Lin Ft. Track Taken up | .05 | 192.00 |
| 1260 | " " Trestle | 10.00 | 12600.00 |
| 1500 | Cu Yds. Foundation Excavation | .75 | 1125.00 |
| 2880 | " " Concrete | 7.50 | 21600.00 |
| 11000 | " " Filling | .50 | 5500.00 |
| 1100 | Lin Ft Handrail on Wall | 1.25 | 1375.00 |
| 6 | Turnouts laid | 30.00 | 180.00 |
| 2690 | Lin Ft. Track laid & surfaced | .35 | 941.50 |
| 675 | Lin Ft. Double Track | 5.50 | 3712.50 |
| 20000 | Cu Yds. Sidetrack ballast | .50 | 1000.00 |
| 20 | Kegs Spikes | 3.20 | 64.00 |
| 5 | " Bolts | 5.00 | 25.00 |
| 1 | Box Nut Locks | 5.00 | 5.00 |
| 411 | Cu Yds. Stone Backfilling behind wall | 2.00 | 822.00 |
| 1220 | Lin Ft Drain behind wall | .30 | 366.00 |
| 2 | Track Falsework | 1800.00 | 3600.00 |
| 465120 | Lbs Bridge Metal | .04 | 18604.80 |
| 2856 | Sq Ft. Waterproofing | .30 | 856.80 |
| 100 | Cu Yds. Ballast on Bridge | 1.00 | 100.00 |
| 900 | Ties on Bridge | 1.25 | 112.25 |
| | | | 72841.85 |
| | + 15% | | 10926.28 |
| | | | 83768.13 |
| | Less 675 Lin Ft. double Track credit | @ 1.20 | 810.00 |
| | | | $82958.13 |

STREET WORK, FIFTH AVE.

| | | | |
|---|---|---|---|
| 1200 | Lin Ft. 24" Drain | @ 3.80 | $4560.00 |
| 9000 | Cu Yds. Excavation | .50 | 4500.00 |
| 1860 | Lin Ft. Curb | .70 | 1302.00 |
| 23000 | Sq Ft Sidewalk | .12 | 2760.00 |
| 4500 | Sq Yds. Block Pavement | 3.20 | 14400.00 |
| | Underpinning building, walls and entrances | | 5000.00 |
| | | | 32522.00 |
| | + 15% | | 4878.30 |
| | | | $37400.30 |

FIFTH AVE. TO PASSAIC RIVER.

| | | | |
|---|---|---|---|
| 4 | Turnouts taken up | @ $10.00 | $40.00 |
| 2360 | Lin Ft. Track Taken up | .05 | 118.00 |
| 800 | " " Trestle | 10.00 | 9000.00 |
| 900 | Cu Yds. Foundation Excavation | .75 | 675.00 |
| 1870 | " " Concrete | 7.50 | 14025.00 |
| 5600 | " " Filling | .50 | 2800.00 |

*Exhibit R-102.*

FIFTH AVE. TO PASSAIC RIVER (Continued).

| | | | |
|---|---|---|---|
| 4 | Turnouts laid | @ $30.00 | $120.00 |
| 780 | Lin Ft. Double Track | 5.50 | 4290.00 |
| 8 | Kegs Spikes | 3.20 | 25.60 |
| 2 | " Bolts | 5.00 | 10.00 |
| 500 | Cu Yds. Stone Backfilling behind walls | 2.00 | 1000.00 |
| 1100 | Lin Ft Drain behind walls | .30 | 330.00 |
| | Raising River Bridge | | |
| 640 | Cu Yds. Concrete | 7.50 | 4800.00 |
| 500 | " " Foundation Excavation | .75 | 375.00 |
| | Raising Bridge. | | 15000.00 |
| | Raising Water Tank and Crane | | 1500.00 |
| 800 | Lin Ft Track laid and Surfaced | .35 | 280.00 |
| 500 | Cu Yds. Sidetrack Ballast | .50 | 250.00 |
| | | | 54638.60 |
| | + 15% | | 8195.79 |
| | | | 62834.39 |
| | Less 780 Lin Ft Double Track credit | @ 1.20 | 936.00 |
| | | | $61898.39 |

PASSAIC RIVER TO GRADE.

| | | | |
|---|---|---|---|
| 16500 | Cu Yds. Filling | @ .50 | $8250.00 |
| 1200 | Lin Ft Double Track | 5.50 | 6600.00 |
| 2400 | Lin Ft Track taken up | .05 | 120.00 |
| | | | 14970.00 |
| | + 15% | | 2245.50 |
| | | | 17215.50 |
| | Less 1200 Lin Ft Double Track credit | @ 1.20 | 1440.00 |
| | | | $15775.50 |

RIVER ST. TO FIFTH AVE. No. 2....

| | | | |
|---|---|---|---|
| 9100 | Lin Ft. Track Taken up | @ $ .05 | $455.00 |
| 10 | Turnouts taken up | 10.00 | 100.00 |
| 4000 | Lin Ft Trestle | 10.00 | 40000.00 |
| 2600 | Cu Yds. Foundation Excavation | .75 | 1950.00 |
| 5100 | " " Concrete | 7.50 | 38250.00 |
| 33400 | " " Filling | .50 | 16700.00 |
| 2500 | Lin Ft. Handrail on Wall | 1.25 | 3125.00 |
| 1650 | " " New side track | 2.00 | 3300.00 |
| 5100 | " " Track laid | .25 | 1275.00 |
| 9100 | " " Track surfaced | .10 | 910.00 |
| 10 | Turnouts laid | 30.00 | 300.00 |
| 3000 | Lin Ft Double Track | 5.50 | 16500.00 |
| 7000 | Cu Yds. sidetrack ballast | .50 | 3500.00 |
| 45 | Kegs Spikes | 3.20 | 144.00 |
| 12 | " Bolts | 5.00 | 60.00 |
| 3 | Boxes Nut Locks | 5.00 | 15.00 |
| 1000 | Cu Yds. Stone backfilling behind walls | 2.00 | 2000.00 |
| 2500 | Lin Ft. Drain behind walls | .30 | 750.00 |
| | | | 129334.00 |
| | + 15% | | 19400.10 |
| | | | 148734.10 |
| | Less 3000 Lin Ft Double Track credit | @ 1.20 | 3600.00 |
| | | | $145134.10 |

*Exhibit R-102.*

Damages due to Lowering and Raising Streets.

| | | |
|---|---|---|
| Madison Ave. | $21000.00 | $21000.00 |
| Straight Street | 14500.00 | |
| Clay Street | 12000.00 | |
| Taylor Street | 8000.00 | |
| Market Street | 25000.00 | |
| Ellison Street | 1500.00 | |
| Van Houten Street | 10000.00 | |
| Broadway | 10000.00 | |
| Fair Street | 1000.00 | |
| Hamilton Ave. | 2000.00 | |
| Lafayette Street | 2000.00 | |
| Franklin Street | 10000.00 | |
| Keen Street | 1000.00 | |
| Warren Street | 500.00 | |
| River Street | 20000.00 | 117500.00 |
| Sixth Avenue | 15000.00 | |
| Fifth Avenue | 15000.00 | 30000.00 |
| Total Damages | | $168500.00 |

Estimated Cost of Revision Buildings and Sidings off the Railroad Right of Way.

Plan No. 7

| | | | |
|---|---|---|---|
| No. | 5 | G. A. Zabriskie | 250.00 |
| " | 6 | Commercial Lumber Co. | 350.00 |
| " | 7 | C. Kelley | 350.00 |
| " | 8 | M. Goble | 250.00 |
| " | 10 | Standard Oil | 50.00 |
| | 11 | John Agnew | 31000.00 |
| | 18 | Morris & Co. | 40000.00 |
| | 22 | The Herman Co. | 6500.00 |
| | 23 | Sulzberger Sons Co. | 6500.00 |
| | 26 | Hinchliffe Brewery | 3200.00 |
| | 28 | P. S. Van Kirk | 750.00 |
| | 30 | Meger & De Vogel | 600.00 |
| | 31 | Armstrong Sons Co. | 2500.00 |

*Exhibit R-103.*

| | | | |
|---|---|---|---|
| | Plan No. 7 (Continued). | | |
| 33 | D. F. Fullerton Co.. | $8622.00 | |
| 34 | Atherton Grain Co.. | 800.00 | |
| 35 | J. A. Lydecker..... | 7000.00 | |
| 36 | Public Service ..... | 2500.00 | |
| 53 | Diamond Coal Co... | 1500.00 | |
| 60 | Fullers Express Co. | 12000.00 | $131922.00 |
| | Plan No. 2 | | |
| No. 42 | Grasselli Chemical Co. ..... | 2300.00 | |
| 43 | Weidman Silk Dyeing Co. ..... | 11675.00 | |
| 46 | Nicholson File Works ..... | 50.00 | |
| 56 & 57 | Center Paper Box Co. & Waldo Silk Ribbon Co... | 600.00 | 14625.00 |
| | | | $146547.00 |

## EXHIBIT R-103.

July 8, 1914.

PATERSON, N. J., GRADE CROSSING ELIMINATION ELEVATION CITY PLAN.

Section "A" Erie Division of work—Eliminating Market St. to Lafayette St. inclusive, 1% grade from Essex St. to Market St. and 1% grade down from Hamilton Ave. to Keen St. This plan closes Franklin and Keen Sts. temporarily until River St. is eliminated.

| | R. R. | Street | Total |
|---|---|---|---|
| Grade to Market St | $198,171.24 | $36,798.85 | $234,970.09 |
| Market St. to Ellison | 94,172.43 | 3,707.60 | 97,880.03 |
| Ellison to Van Houten | 56,157.98 | 19,809.90 | 75,967.88 |
| Van Houten to Broadway | 45,159.21 | 26,744.63 | 71,903.84 |
| Broadway to Fair | 33,119.07 | 2,561.28 | 35,680.35 |
| Fair to Hamilton | 53,859.77 | 3,588.00 | 57,447.77 |
| Hamilton to Governor | 188,622.89 | | 188,622.89 |
| Governor to Fulton | 147,327.67 | | 147,327.67 |
| Fulton to Montgomery | 155,751.27 | 4,489.60 | 160,240.87 |
| Montgomery to Lafayette | 81,957.26 | 9,106.62 | 91,063.88 |
| Lafayette to Keen | 53,111.62 | | 53,111.62 |
| Keen to Warren | 20,664.89 | 2,961.25 | 23,626.14 |
| Warren to River St. | 1,644.00 | | 1,644.00 |
| | $1,129,719.30 | $109,767.73 | $1,239,487.03 |
| Street Damages | 63,000.00 | | 63,000.00 |
| | $1,192,719.30 | $109,767.73 | $1,302,487.03 |

*Exhibit R-103.*

| | R. R. | Street | Total |
|---|---|---|---|
| Engineering | $40,000.00 | $4,000.00 | $44,000.00 |
| Depots | 140,000.00 | | 140,000.00 |
| Signals and Wires | 10,000.00 | | 10,000.00 |
| Temporary Freight Tracks | 10,000.00 | | 10,000.00 |
| Handling Traffic | 50,000.00 | | 50,000.00 |
| | $1,442,719.30 | $113,767.73 | $1,556,487.03 |
| Industries off R. of Way | | | 109,550.00 |
| | | | $1,666,037.03 |

SECTION (B)

ELIMINATING KEEN, WARREN AND RIVER STREETS.

| | R. R. | Street | Total |
|---|---|---|---|
| Hamilton to Governor | $7,003.55 | | $7,033.55 |
| Governor to Fulton | 7,963.75 | | 7,963.75 |
| Fulton to Montgomery | 12,546.50 | | 12,546.50 |
| Montgomery to Lafayette | 7,782.63 | | 7,782.63 |
| Lafayette to Keen | 56,343.10 | 3,975.55 | 60,318.65 |
| Keen to Warren | 36,100.92 | 3,570.75 | 39,671.67 |
| Warren to River | 63,886.23 | 37,837.88 | 101,724.11 |
| River to Fifth Ave. | 145,134.10 | | 145,134.10 |
| | $336,760.78 | $45,384.18 | $382,144.96 |
| Street Damages | 21,500.00 | | 21,500.00 |
| | $358,260.78 | $45,384.18 | $403,644.96 |
| Engineering | 12,000.00 | 1,600.00 | 13,600.00 |
| Depot | 25,000.00 | | 25,000.00 |
| Signal and Wires | 5,000.00 | | 5,000.00 |
| Temporary Freight Tracks | 3,000.00 | | 3,000.00 |
| Handling Traffic | 15,000.00 | | 15,000.00 |
| | $418,260.78 | $46,984.18 | $465,244.96 |
| Industries off R. of Way | | | 26,122.00 |
| | | | $491,366.96 |

SECTION (C)

STRAIGHT ST. TO MARKET ST.

| | R. R. | Street | Total |
|---|---|---|---|
| Grade to Straight St. | $94,040.75 | $31,390.40 | $125,431.15 |
| Straight to Clay St. | 39,793.44 | 22,340.29 | 62,133.73 |
| Clay to Taylor | 72,888.92 | 21,357.80 | 94,246.72 |
| Taylor to Market St. | 280,096.40 | 4,321.70 | 284,418.10 |
| | $486,819.51 | $79,410.19 | $566,229.70 |
| Street Damages | 34,500.00 | | 34,500.00 |
| | $521,319.51 | | $600,729.70 |
| Engineering | 17,000.00 | | 17,000.00 |
| Signals and Wires | 3 000.00 | | 3,000.00 |
| Temporary Freight Tracks | 6,000.00 | | 6,000.00 |
| Handling Traffic | 25,000.00 | | 25,000.00 |
| | $572,319.51 | $79,410.19 | $651,729.70 |
| Industries off R. of W. | | | 1,250.00 |
| | | | $652,979.70 |

*Exhibit R-103.*

## SECTION (D)
## ELIMINATING MADISON AVE.

| | R. R. | Street | Total |
|---|---|---|---|
| Cut to Madison | $149,154.07 | $52,241.92 | $201,395.99 |
| Madison to Grade | 74,212.68 | | 74,212.68 |
| | $223,366.75 | $52,241.92 | $275,608.67 |
| Street Damages | 21,000.00 | | 21,000.00 |
| | $244,366.75 | $52,241.92 | $296,608.67 |
| Engineering | 8,000.00 | 2,000.00 | 10,000.00 |
| Signals and Wires | 2,000.00 | | 2,000.00 |
| Temporary Freight Track | 1,000.00 | | 1,000.00 |
| Handling Traffic | 10,000.00 | | 10,000.00 |
| | $265,366.75 | $54,241.92 | $319,608.67 |

## SECTION "E"
## ELIMINATING FIFTH AVE. AFTER RIVER ST. IS ELIMINATED.

| | R. R. | Street | Total |
|---|---|---|---|
| River St. to Grade | $253,301.71 | $63,623.75 | $316,925.46 |
| Street Damages | 30,000.00 | | 30,000.00 |
| | $283,301.71 | $63,623.75 | $346,925.46 |
| Engineering | 10,000.00 | 2,300.00 | 12,300.00 |
| Signals and Wires | 2,000.00 | | 2,000.00 |
| Temporary Freight Track | 2,000.00 | | 2,000.00 |
| Handling Traffic | 5,000.00 | | 5,000.00 |
| | $302,301.71 | $65,923.75 | $368,225.46 |
| Industries off Right of Way | | | 14,625.00 |
| | | | $382,850.46 |

## SUMMARY.

The work being divided into five (5) sections.

| | R. R. | Street | Industries | Total |
|---|---|---|---|---|
| Section "A" Market St.—Lafayette | $1,442,719.30 | $113,767.73 | $109,550.00 | $1,666,037.03 |
| Section "B" Keen to River Sts. | 418,260.78 | 46,984.18 | 26,122.00 | 491,366.96 |
| Section "C" Straight—Taylor St. | 572,319.51 | 79,410.19 | 1,250.00 | 652,979.70 |
| Section "D" Madison Ave. | 265,366.75 | 54,241.92 | | 319,608.67 |
| Section "E" Sixth Ave.—Fifth Ave. | 302,301.71 | 65,923.75 | 14,625.00 | 382,850.46 |
| | $3,000,968.05 | $360,327.77 | $151,547.00 | $3,512,842.82 |

## EXHIBIT R-104.

July 11th, 1914.

MADISON AVE.

Estimated Cost of Madison Ave. Grade Crossing Elimination. Railroad Track at Present grade. Street raised over railroad 22 ft. clearance, 3 Ft. Floor depth, 5% grades on approaches. Approaches 80' wide divided into 2 15 ft sidewalks and 1 50 ft roadway. Bridge 32' roadway and 2 10 ft. sidewalks.

Street Relocated west of and adjacent to present street.

| | | | | |
|---|---|---|---|---|
| 2400 | Cu Yds. Foundation Excavation | @ $ .75 | | $1800.00 |
| 4600 | " " Concrete | 7.00 | | 32200.00 |
| 38200 | " " Filling | .60 | | 22920.00 |
| 2656 | Sq Ft. Bridge (Roadway) | 4.00 | | 10624.00 |
| 1660 | " " Sidewalk on bridge | 1.00 | | 1660.00 |
| 2150 | Lin Ft Curb | .70 | | 1505.00 |
| 25050 | Sq Ft. Sidewalk | .12 | | 3006.00 |
| 5000 | Sq Yds. Brick Pavement | 2.80 | | 14000.00 |
| 1540 | Lin Ft. Railing on Approaches | 2.50 | | 3850.00 |
| 1 | Stairway | | | 500.00 |
| | | | | 92065.00 |
| | + 15% | | | 13809.75 |
| | | | | $105874.75 |
| Engineering | | $3600.00 | | |
| Land | | 15000.00 | | |
| Damages | | 3000.00 | | 21600.00 |
| | | | | $127474.75 |
| City Plan (R. R. Co.'s Estimate) Total Cost | | | | $319,608.67 |
| R. R. Co's. Plan Total Cost | | | | 127,474.75 |
| Difference in cost in favor of R. R. Co.'s Plan | | | | 192,133.92 |

## EXHIBIT R-105.

Blue print entitled "Scheme for elimination of grade crossing Madison Avenue, Paterson, New Jersey, July 10, 1914."

*Exhibit R-106.*

# EXHIBIT R-106.

July 11th, 1914.

## SUMMARY

Elimination of Keen, Warren and River Sts. after Section "A" is built.

Undergrade Crossing at Keen St.
Pedestrian Subway at Warren St.
Diversion and overhead crossing at River St.
20 Ft. driveway between Keen St. and River St. for vehicular travel from Warren St.

| | Total Cost. | |
|---|---|---|
| Keen St. | $63,695.38 | |
| Warren St. | 16,110.35 | |
| River St. | 251,995.23 | |
| | $331,800.96 | |
| Engineering | 8,000.00 | |
| Total Cost | $339,800.96 | |
| City Plan (R. R. Co's Estimate) Total Cost | | 491,368.96 |
| R. R. Co's Plan Total Cost | | 339,800.96 |
| Difference in favor of R. R. Co's Plan | | 151,566.00 |

July 11th, 1914.

Keen St. Elimination, Paterson, N. J.

Estimated cost of undergrade crossing at Keen St. after Section "A" is built and if River St. is eliminated by overhead crossing.

### RAILROAD WORK.

| | | | |
|---|---|---|---|
| 2 | Track Falsework | @ $1800.00 | $3600.00 |
| 480 | Cu Yds. Foundation Excavation | .75 | 360.00 |
| 770 | Cu Yds. Concrete | 7.50 | 5775.00 |
| 372400 | lbs Bridge Steel | .04 | 14896.00 |
| 2940 | Sq Ft. Waterproofing | .30 | 882.00 |
| 50 | Cu Yds. Ballast on Bridge | 1.00 | 50.00 |
| 50 | Ties on Bridge | 1.25 | 62.50 |
| | | | $25625.50 |
| | + 15% | | 3843.83 |
| | | | $29469.33 |
| | Damages | | 12000.00 |
| | | | $41469.33 |

### STREET WORK.

| | | | |
|---|---|---|---|
| 7000 | C Y. Excavation | @ $ .50 | $35.00 |
| 450 | C Y. Concrete underpinning Bldgs | 12.00 | 54.00 |
| 1090 | Lin Ft Curb | .70 | 763.00 |
| 7700 | Sq Ft. Sidewalk | .12 | 924.00 |
| 2400 | Sq Yds. Brick Pavement | 2.80 | 6720.00 |
| 400 | Lin Ft 24" Drain | 3.80 | 1520.00 |

*Exhibit R-106.*

STREET WORK (Continued).

| | | | |
|---|---|---|---|
| 4 Manholes | @ $50.00 | $200.00 | |
| 4 Catchbasins | 75.00 | 300.00 | |
| | | 19327.00 | |
| + 15% | | 2899.05 | |
| | | 22226.05 | $22226.05 |
| | Total | | $63695.38 |

July 11th, 1914.

Warren St. Elimination Paterson, N. J.

Estimated cost of elimination of Warren St. grade Crossing by Pedestrian Subway, after section "A" is built and if River St. is eliminated by overhead crossing.

| | | |
|---|---|---|
| Pedestrian Subway | | $12,000.00 |
| 500 Sq. Yds. Brick Paving 20' Driveway Warren St. to River St. @ 2.80 | | 1,680.00 |
| 470 Lin. Ft. Curb @ .70 | | 329.00 |
| | | $14,009.00 |
| Plus 15% | | 2,101.35 |
| | | $16,110.35 |

July 11th, 1914.

River St. Elimination, Paterson, N. J.

Diversion of Street and elimination by carrying street over Railroad.

| | | | | |
|---|---|---|---|---|
| 1400 | Cu Yds. Foundation Excavation | @ $ .75 | $1050.00 | |
| 3200 | " " Concrete | 7.50 | 24000.00 | |
| 5500 | " " Filling | 1.00 | 5500.00 | |
| 1485 | Lin Ft Railing on Approach & Bridge | 2.50 | 3712.50 | |
| 9120 | Sq Ft. Bridge Roadway | 4.00 | 36480.00 | |
| 5400 | " " Sidewalk on Bridge | 1.00 | 5400.00 | |
| 2200 | Lin Ft. Curb | .70 | 1540.00 | |
| 17200 | Sq Ft. Sidewalk | .12 | 2064.00 | |
| 6200 | Sq Yds. Brick Pavement | 2.80 | 17360.00 | |
| 1200 | Lin Ft. Trolley Track | | 6000.00 | |
| 3 | Stairways | 500.00 | 1500.00 | |
| | | | 104606.50 | $104606.50 |
| | Railroad Change | | | |
| 1600 | Lin Ft Track Taken up | @ $ .05 | $80.00 | |
| 4 | Turnouts taken up | 10.00 | 40.00 | |
| 3 | New Turnouts | 300.00 | 900.00 | |
| 150 | Lin Ft Trestle | 12.00 | 1800.00 | |
| 1300 | Lin Ft New Track on Street | 3.00 | 3900.00 | |
| | Change in Freight House | | 2000.00 | |
| 700 | Sq Yds. Block Pavement in track | 4.00 | 2800.00 | |
| | | | 11520.00 | 11520.00 |
| | Station Facility Change | | | |
| | Shelter Shed | | $3500.00 | |
| | Pedestrian Subway | | 12000.00 | |

River St. Elimination, Paterson, N. J. (Continued).

| | | | | |
|---|---|---|---|---|
| 1100 | Ft Curb | @ $ .70 | $770.00 | |
| 14100 | Sq Ft. Platform | .20 | 2820.00 | |
| 1600 | Ft Fence | 1.00 | 1600.00 | |
| 2 | Set Steps | 150.00 | 300.00 | |
| 100 | C Y. Foundation Excavation | .75 | 75.00 | |
| 200 | " " Concrete | 7.50 | 1500.00 | |
| | | | 22565.00 | $22565.00 |
| | | | | 138691.50 |
| | | + 15% | | 20803.73 |
| | | | | 159495.23 |
| | Land | | | 32500.00 |
| | | | | 191995.23 |
| | Damages | | | 60000.00 |
| | | | | 251995.23 |

Plan Entitled:
Scheme For
Elimination of Grade Crossings,
Keen St. Undergrade
Warren St. Pedestrian Subway
River St. Overhead Crossing,
Paterson, N. J.
Scale 1" 50'
July 11th, 1914.

## EXHIBIT R-107.

**Blue print entitled "Scheme for elimination of grade crossings Keen Street, Warren Street, River Street, Paterson, N. J., July 11, 1914."**

## EXHIBIT R-108.

July 11th, 1914

Sixth Ave. and Fifth Ave. Elimination

| | |
|---|---|
| Sixth Ave., Total Cost | $138,804.01 |
| Fifth Ave. " " | 211,443.96 |
| Total Cost | $350,247.97 |
| City Plan (R. R. Co.'s Estimate) Total Cost | $382,850.00 |
| R. R. Co.'s Plan | 350,247.97 |
| Difference in Favor of R. R. Co.'s Plan | $32,602.49 |

July 11th, 1914.

Fifth Ave. Elimination.

Fifth Ave. to be eliminated according to City's Plan as far as the Street is affected, but Railroad grades are changed to conform to elimination of River St. by overhead Crossing.

Fifth Ave. to be eliminated before Sixth Ave. using Sixth Ave. as a grade crossing while working at Fifth Ave.

| | R. R. | Street | Total |
|---|---|---|---|
| Grade to Fifth Ave. | $60,594.77 | $37,400.30 | $97,995.07 |
| Fifth Ave. to River | 51,548.39 | | 51,548.39 |

*Exhibit R-108.*

| | R. R. | Street | Total |
|---|---|---|---|
| River to Grade | $15,775.50 | | $15,775.50 |
| Street Damages | 15,000.00 | | 15,000.00 |
| | $142,918.66 | $37,400.30 | $180,318.96 |
| Engineering | 4,500.00 | 1,380.00 | 5,800.00 |
| Temporary Freight Tracks | 1,000.00 | | 1,000.00 |
| Signals and Wires | 1,000.00 | | 1,000.00 |
| | $149,418.66 | $38,700.30 | $188,118.96 |
| Industries | | | 23,325.00 |
| | | | $211,443.96 |

July 11th, 1914.

Fifth Ave. Elimination, Paterson, N. J.

Fifth Ave. to be eliminated according to City Plan as far as the street is affected but the Railroad grades are changed to conform to elimination of River St. by overhead crossing.

GRADE TO FIFTH AVE.

| | | | |
|---|---|---|---|
| 8 | Turnouts taken up and relaid | @ $40.00 | $320.00 |
| 5160 | Lin Ft Track taken up and relaid | .40 | 2064.00 |
| 2476 | Cu Yds. Concrete | 7.50 | 18570.00 |
| 1500 | " " Foundation Excavation | .75 | 1125.00 |
| 3823 | " " Temporary Ballast | .50 | 1911.50 |
| 45 | Kegs Spikes | 3.20 | 144.00 |
| 12 | " Bolts | 5.00 | 60.00 |
| 2 | Box Nut Locks | 5.00 | 10.00 |
| 10000 | Cu Yds. Filling | .50 | 5000.00 |
| 2 | Track Falsework across street | 1800.00 | 3600.00 |
| 465120 | lbs Bridge metal | .04 | 18604.80 |
| 2856 | Sq Ft. Waterproofing | .30 | 856.80 |
| 200 | C Y Ballast on Bridge | 1.00 | 200.00 |
| 180 | Ties on Bridge | 1.25 | 225.00 |
| | | | 52691.10 |
| | + 15% | | 7903.67 |
| | | | $60594.77 |
| | Street work same as R. R. Co.'s Estimate of City Plan | | $37,400.30 |
| | Damages | | $15,000.00 |

Fifth Ave. to River and River to Grade same as R. R. Co.'s estimate of City Plan $51,548.39 and $15,775.50 respectively.

July 11th, 1914.

SUMMARY

Sixth Ave. Elimination, Paterson, N. J.

Sixth Ave. to be eliminated according to City Plan as far as the street work is affected, but Railroad grades are changed to conform to Elimination of River St. by overhead Crossing. Sixth Ave. to be eliminated after Fifth Ave. work is completed.

| | R. R. | Street | Total |
|---|---|---|---|
| Grade to 6th Ave. | $77,096.15 | $26,223.45 | $103,319.60 |
| 6th Ave. to 5th Ave. | 12,184.41 | | 12,184.41 |
| | $89,280.56 | $26,223.45 | $115,504.01 |
| Street Damages | 15,000.00 | | 15,000.00 |
| | $104,280.56 | $26,223.45 | $130,504.01 |

*Exhibit R-108.*

| | R. R. | Street | Total |
|---|---|---|---|
| Engineering | $3,000.00 | $1,000.00 | $4,000.00 |
| Signals and Wires | 1,000.00 | | 1,000.00 |
| Temporary Freight Tracks | 1,000.00 | | 1,000.00 |
| | $109,280.56 | $27,223.45 | $136,504.01 |
| Industries off R. of Way | | | 2,300.00 |
| | | | $138,804.01 |

July 11th, 1914.

Sixth Ave. Elimination, Paterson, N. J.

Sixth Ave. to be eliminated according to City Plan as far as the street is affected but railroad grades are changed to conform to elimination of River St. by Overhead Crossing. Sixth Ave. to be eliminated after Fifth Ave. work has been completed.

GRADE TO SIXTH AVE.

| | | | |
|---|---|---|---|
| 10 | Turnouts taken up and relaid | @ $40.00 | $400.00 |
| 4400 | Lin Ft Track taken up and relaid | .40 | 1760.00 |
| 2400 | Lin Ft Track Taken up | .05 | 120.00 |
| 3 | New Turnouts | 300.00 | 900.00 |
| 700 | Lin Ft New Sidetrack | 2.00 | 1400.00 |
| 3172 | Cu Yds. Concrete | 7.50 | 23790.00 |
| 1900 | " " Foundation Excavation | .75 | 1425.00 |
| 10700 | Cu Yds. Filling | .50 | 5350.00 |
| 1200 | Lin Ft Double Track | 5.50 | 6600.00 |
| 1760 | Lin Ft Handrail on Wall | 1.25 | 2200.00 |
| 3300 | Cu Yds. Sidetrack ballast | .50 | 1850.00 |
| 40 | Kegs spikes | 3.20 | 128.00 |
| 10 | " Bolts | 5.00 | 50.00 |
| 2 | Boxes Nut Locks | 5.00 | 10.00 |
| 2 | Track Falsework | 1800.00 | 3600.00 |
| 465120 | lbs Bridge metal | .04 | 18604.80 |
| 3640 | Sq Ft. Waterproofing | .30 | 1092.00 |
| 100 | C Y Ballast on Bridge | 1.00 | 100.00 |
| 90 | Ties on Bridge | 1.25 | 112.50 |
| | | | 68292.30 |
| | + 15% | | 10243.85 |
| | | | 78536.15 |
| | Less 1200 Lin Ft Double Track Credit | 1.20 | 1440.00 |
| | | | $77096.15 |
| | Damages | | $15,000.00 |
| | Street work same as Railroad Company's estimate of City Plan | | $26,223.45 |

July 11th, 1914.

SIXTH AVE. TO FIFTH AVE.

| | | | |
|---|---|---|---|
| 1200 | Lin Ft. Track taken up and relaid | @ $ .40 | $480.00 |
| 1200 | " " Main Track taken up | .05 | 60.00 |
| 650 | Lin Ft. double Track | 5.50 | 3575.00 |
| 3 | Turnouts taken up and relaid | 40.00 | 120.00 |
| 475 | Cu Yds. Concrete | 7.50 | 3562.50 |
| 1050 | Lin Ft Railing on walls | 1.25 | 1312.50 |
| 3300 | Cu Yds. Filling | .50 | 1650.00 |
| 900 | Cu Yds. Sidetrack Ballast | .50 | 450.00 |

| SIXTH AVE. TO FIFTH AVE. (Continued). | | | |
|---|---|---|---|
| 12 Kegs Spikes | @ | $3.20 | $38.40 |
| 4 Kegs Bolts | | 5.00 | 20.00 |
| 1 Box Nut Locks | | 5.00 | 5.00 |
| | | | 11273.40 |
| + 15% | | | 1691.01 |
| | | | $12964.41 |
| Less 650 Lin Ft Double Track credit | @ | 1.20 | 780.00 |
| | | | $12184.41 |

## EXHIBIT R-109.

July 11th, 1914.

SUMMARY.

Elimination of Grade Crossing, Paterson, N. J., Erie R. R.

Madison Ave. to be eliminated by Overhead Crossing leaving Railroad track at present grade.

Straight, Clay and Cedar St. to be eliminated according to City plan.

Market St. to Lafayette St. inclusive, crossings to be eliminated according to City Plan with railroad grades modified as per Section "A" suggested by Railroad Co.

Keen, Warren and River Sts. to be eliminated by Undergrade crossing at Keen St. Pedestrian Subway at Warren St. with 20′ connecting driveway to Keen and River Sts. and River St. to be diverted and eliminated by Overhead Crossing.

5th and 6th Aves. to be eliminated according to City Plan as far as streets are affected but Railroad grades are changed to conform to River St. Crossing overhead.

| | R. R. Plan | City Plan |
|---|---|---|
| Madison Ave. | $127,474.75 | $319,608.67 |
| Straight St. to Taylor | 652,979.70 | 652,979.70 |
| Market St. to Lafayette St. | 1,666,037.03 | 1,666,037.03 |
| Keen to River Sts. | 339,800.96 | 491,366.96 |
| Sixth to Fifth Aves. | 350,247.97 | 382,850.46 |
| | $3,136,540.41 | $3,512,842.82 |
| Difference in favor of R. R. Co.'s Plan | | $376,302.41 |

## EXHIBIT R-110.

ERIE RAILROAD COMPANY.

Office of Assistant Engineer.

Comparative statement of estimate of cost of Street Railway work, taken from Estimate submitted to Public Utilities Commission of New Jersey by Public Service Railway Company and Estimate submitted to Public Utilities Commission of New Jersey by Erie Railroad Company, in connection with Elimination of Grade Crossings, Erie Railroad, Paterson, N. J.

| Madison Ave. P. S. Ry. Estimate | | Erie R. R. Estimate | |
|---|---|---|---|
| Track Work 1,028 Lin. Ft. | $ 5,426.25 | 700 Lin. Ft. @ $5.00 | $ 3,500.00 |
| Paving 874 Sq. Yds. | 3,048.60 | 874 Sq. Yds. @ .80 | 699.20 |
| Grading 4,830 Cu. Yds. | 4,830.00 | 4,830 Cu. Yds. @ .50 | 2,415.00 |
| | $13,334.85 | | $ 6,614.20 |
| Engr. and Contingencies | 1,286.48 | 15% | 992.11 |
| | $14,621.33 | | $7,606.31 |

New Jersey State Library

| | P. S. Ry. Estimate. | Erie R. R. Estimate | |
|---|---|---|---|
| Straight and Clay Sts. | | | |
| Track Work 614 Lin Ft. | $ 1,580.30 | 600 Lin. Ft. @ $5.00 | $ 3,000.00 |
| Paving 510 Sq Yds. | 1,786.00 | 510 Sq. Yds. @ 3.20 | 1,632.00 |
| Grading 1,512 Cu. Yds. | 1,512.00 | 1,512 Cu. Yds. @ .50 | 756.00 |
| | $ 4,878.30 | | $ 5,388.00 |
| Engr. and Contingencies | 473.22 | 15% | 808.20 |
| | $ 5,351.52 | | $ 6,196.20 |
| Market St. & Park Ave. | | | |
| Track Work 1,895 Lin Ft. | $10,126.15 | 1,240 Lin. Ft. @ $5.00 | $ 6,200.00 |
| Paving 1,611 Sq. Yds. | 6,093.15 | 1,611 Sq. Yds. @ 2.00 | 3,222.00 |
| Grading 974 Cu. Yds. | 974.00 | 974 Cu. Yds. @ 1.00 | 974.00 |
| | $17,193.30 | | $10,396.00 |
| Engr. and Contingencies | 1,622.82 | 15% | 1,559.40 |
| | $18,816.12 | | $11,955.40 |
| Broadway | | | |
| Track Work 1,379 Lin Ft. | $ 8,804.50 | 1,100 Lin. Ft. @ $5.00 | $ 5,500.00 |
| Paving 1,269 Sq. Yds. | 4,369.60 | 1,269 Sq. Yds. @ 2.80 | 3,553.20 |
| Grading 360 Cu. Yds. | 360.00 | 360 Cu. Yds. @ 1.00 | 360.00 |
| | $13,534.10 | | $ 9,413.20 |
| Engr. and Contingencies | 1,296.70 | 15% | 1,411.98 |
| | $14,830.80 | | $10,825.18 |
| River Street. | | | |
| Track Work 940 Lin. Ft. | $ 4,754.20 | 880 Lin. Ft. @ $5.00 | $ 4,400.00 |
| Paving 752 Sq. Yds. | 2,650.80 | 752 Sq. Yds. @ 3.20 | 2,416.40 |
| Grading 545 Cu. Yds. | 545.00 | 545 Cu. Yds. @ .75 | 418.75 |
| | $ 7,950.00 | | $ 7,235.15 |
| Engr. and Contingencies | 709.00 | 15% | 1,085.27 |
| | $ 8,659.00 | | $ 8,320.42 |

SUMMARY.

| | P. S. Ry. Estimate. | Erie R. R. Estimate. |
|---|---|---|
| Madison Ave. | $14,621.33 | $ 7,606.31 |
| Straight and Clay Sts. | 5,351.52 | 6,196.20 |
| Market St. | 18,816.12 | 11,955.40 |
| Broadway | 14,830.80 | 10,825.18 |
| River Street. | 8,659.00 | 8,320.42 |
| | $62,278.77 | $44,903.51 |

An increase over Erie Railroad Company's Estimate of $17,375.26.

Erie Railroad Company,
Office of Assistant Engineer,
October 28, 1914.

## EXHIBIT R-111.

Map of the Erie System.

## EXHIBIT R-112.

Proof of Mailing Notice of Hearing (Not printed).

# EXHIBIT R-113.

## ERIE RAILROAD COMPANY.

## INCOME STATEMENT.

For the years ending June 30th 1914 and 1913.

| RAILWAY OPERATING INCOME | 1914 | 1913 | Increase | Decrease |
|---|---|---|---|---|
| 1 Rail Operations—Revenue | | | | |
| Transportation | | | | |
| Merchandise | $26,770,218.39 | 27,458,445.40 | | 688,227.01 |
| Coal | 16,009,359.51 | 16,887,293.70 | | 877,934.19 |
| Passenger | 10,248,572.08 | 10,215,255.59 | 33,316.49 | |
| Excess Baggage | 74,201.87 | 78,649.13 | | 4,447.26 |
| Parlor and Chair Car | 16,293.44 | 15,451.20 | 842.24 | |
| Mail | 453,963.63 | 412,164.53 | 41,799.10 | |
| Express | 1,651,772.88 | 1,736,683.02 | | 84,910.14 |
| Milk on Passenger Trains | 985,664.98 | 964,243.20 | 21,421.78 | |
| Other Passenger Train Revenue | 34,982.21 | 51,190.79 | | 16,208.58 |
| Switching | 988,353.41 | 1,046,039.95 | | 57,686.54 |
| Special Service Trains | 16,010.72 | 6,458.11 | 9,552.61 | |
| Miscellaneous Transportation | 71,526.98 | 69,647.81 | 1,879.17 | |
| Operations Other Than Transportation | | | | |
| Stations and Train Privileges | 83,743.92 | 65,425.70 | 18,318.22 | |
| Parcel Room Receipts | 15,133.88 | 14,570.67 | 563.21 | |
| Storage—Freight | 63,152.34 | 49,879.56 | 13,272.78 | |
| Storage—Baggage | 6,349.35 | 6,470.08 | | 120.73 |
| Car Service | 255,213.58 | 297,926.10 | | 42,712.52 |
| Telegraph and Telephone Service | 6,966.06 | 10,885.50 | | 3,919.44 |
| Rent of Buildings and Other Property | 14,861.53 | 18,315.53 | | 3,454.00 |
| Miscellaneous | 47,971.94 | 65,530.55 | | 17,558.61 |
| Joint Facilities—Dr. | 15,849.64 | 8,697.02 | | 7,152.62 |
| Joint Facilities—Cr. | 6,350.58 | 3,355.94 | 2,994.64 | |
| Gross Operating Revenue | 57,804,813.64 | 59,465,185.04 | | 1,660,371.40 |

## Exhibit R-113 (Continued).

| RAILWAY OPERATING INCOME (Continued). | 1914 | 1913 | Increase | Decrease |
|---|---|---|---|---|
| 2 Rail Operations—Expenses | | | | |
| Maintenance of Way and Structures | 6,998,746.35 | 6,269,059.48 | 729,686.87 | |
| Maintenance of Equipment | 11,314,881.41 | 10,799,069.79 | 515,811.62 | |
| Traffic Expenses | 1,516,896.70 | 1,453,909.28 | 62,987.42 | |
| Transportation Expenses | 21,523,448.44 | 20,918,673.77 | 604,774.67 | |
| General Expenses | 1,481,375.06 | 1,264,463.46 | 216,911.60 | |
| Total Operating Expenses | 42,835,347.96 | 40,705,175.78 | 2,130,172.18 | |
| Net Revenue, Rail Operations | 14,969,465.68 | 18,760,009.26 | | 3,790,543.58 |
| OUTSIDE OPERATIONS | | | | |
| 3 Revenues | 3,178,761.26 | 3,182,174.08 | | 3,412.82 |
| 4 Expenses | 3,522,932.27 | 3,506,466.08 | 16,466.19 | |
| Net Revenue Outside Operations | | | | |
| Net Loss Outside Operations | 344,171.01 | 324,292.00 | | 19,879.01 |
| Net Railway Operating Revenue | 14,625,294.67 | 18,435,717.26 | | 3,810,422.59 |
| 5 Railway Tax Accruals | 1,865,726.74 | 1,935,118.11 | | 69,391.37 |
| Railway Operating Income | 12,759,567.93 | 16,500,599.15 | | 3,741,031.22 |
| OTHER INCOME | | | | |
| 6 Income from Lease of Road | 21,033.87 | 15,000.00 | 6,033.87 | |
| 7 Hire of Equipment—Credit Balance | | | | |
| 8 Joint Facility Rent Income | 683,521.50 | 707,282.22 | | 23,760.72 |
| 9 Miscellaneous Rent Income | 133,436.62 | 115,060.56 | 18,376.06 | |
| 11 Separately Operated Properties—Profit | 213,131.01 | 143,319.41 | 69,811.60 | |
| 12 Dividend Income | 800,320.50 | 2,611,880.50 | | 1,811,560.00 |
| 13 Income from Funded Securities | 572,735.44 | 529,899.98 | 42,835.46 | |

| | | | | | |
|---|---|---|---|---|---|
| 14 | Income from Unfounded Securities and Accounts | 424,453.14 | 2,006,119.45 | | 1,581,666.31 |
| 16 | Release of Premiums on Funded Debt | 4,022.18 | 5,208.24 | | 1,186.06 |
| 18 | Miscellaneous Income | | 41.70 | | 41.70 |
| | Total Other Income | 2,852,654.26 | 6,133,812.06 | | 3,281,157.80 |
| | Gross Income | 15,612,222.19 | 22,634,411.21 | | 7,022,189.02 |
| | DEDUCTIONS FROM GROSS INCOME | | | | |
| 19 | Deductions for Lease of Other Roads | 2,226,702.18 | 2,252,223.04 | | 25,520.86 |
| 20 | Hire of Equipment—Debit Balance | 49,134.49 | 745,988.23 | | 696,853.74 |
| 21 | Joint Facility Rent Deductions | 777,228.60 | 733,988.10 | 43,240.50 | |
| 22 | Miscellaneous Rent Deductions | 761,322.97 | 781,057.33 | | 19,734.36 |
| 26 | Interest Deductions on Funded Debt | 10,038,132.62 | 9,902,492.57 | 135,640.05 | |
| 27 | Interest Deductions on Unfunded Debt | 211,959.00 | 112,986.71 | 98,972.29 | |
| 28 | Amortization of Discount on Funded Debt | | | | |
| 30 | Miscellaneous Deductions | 124,767.13 | | 124,767.13 | |
| | Total Deductions | 14,189,246.99 | 14,528,735.98 | | 339,488.99 |
| | Net Income | 1,422,975.20 | 8,105,675.23 | | 6,682,700.03 |
| | Net Loss | | | | |
| | DISPOSITION OF NET INCOME | | | | |
| 31 | Appropriations of Income to Sinking and Other Reserve Funds | 760,709.33 | 765,518.99 | | 4,809.66 |
| 33 | Appropriations of Income for Additions and Betterments | 502,742.77 | 657,587.93 | | 154,845.16 |
| | Surplus | $159,523.10 | 6,682,568.31 | | 6,523,045.21 |
| | Deficit | | | | |

## EXHIBIT R-114.

## ERIE RAILROAD COMPANY.

## INCOME STATEMENT.

For the two months ending August 31, 1914 and 1913

| | 1914 | 1913 | Increase | Decrease |
|---|---|---|---|---|
| OPERATING INCOME: | | | | |
| I TRANSPORTATION—RAIL LINE— | | | | |
| (a) 101 Merchandise | 4,876,148.19 | 4,997,062.74 | | 120,914.55 |
| (b) 101 Coal | 2,927,577.31 | 2,853,425.11 | 74,152.20 | |
| 102 Passenger | 2,095,039.38 | 2,266,910.97 | | 171,871.59 |
| 103 Excess baggage | 10,804.87 | 11,492.39 | | 687.52 |
| 105 Parlor and chair car | 3,428.05 | 3,522.04 | | 93.99 |
| 106 Mail | 76,171.61 | 68,497.45 | 7,674.16 | |
| 107 Express | 256,195.17 | 269,809.57 | | 13,614.40 |
| 108 Other passenger-train | 1,929.26 | 10,538.82 | | 8,609.26 |
| 109 Milk | 171,609.48 | 182,571.24 | | 10,961.76 |
| 110 Switching | 165,037.76 | 164,252.98 | 784.78 | |
| 111 Special service train | 3,288.53 | 5,254.65 | | 1,966.12 |
| 112 Other freight-train | 255.23 | 179.18 | 76.05 | |
| 113 Water transfers—Freight | 661.64 | 578.32 | 83.32 | |
| 114 Water transfers—Passenger | 15,065.41 | 15,098.46 | | 33.05 |
| 115 Water transfers—Vehicles and live stock | 37,955.11 | 36,312.36 | 1,642.75 | |
| 116 Water transfers—Other | 9,620.39 | 2,024.92 | 7,595.47 | |
| II TRANSPORTATION—WATER—LINE— | | | | |
| 121 Freight | 87,855.21 | 123,933.20 | | 36,077.99 |
| 127 Special service | | | | |
| 128 Other | | | | |

| | | | | |
|---|---|---|---|---|
| III INCIDENTAL— | | | | |
| 131 Dining and buffet | 25,068.75 | 30,210.05 | | 5,141.30 |
| 132 Hotel and restaurant | 48,532.10 | 51,430.75 | | 2,898.65 |
| 133 Station, train, and boat privileges | 15,992.82 | 17,339.04 | | 1,346.22 |
| 134 Parcel room | 2,681.88 | 2,643.13 | 38.75 | |
| 135 Storage—Freight | 9,881.71 | 6,947.02 | 2,934.69 | |
| 136 Storage—Baggage | 1,055.72 | 1,319.90 | | 264.18 |
| 137 Demurrage | 34,309.50 | 42,330.00 | | 8,020.50 |
| 138 Telegraph and telephone | 1,433.74 | 2,017.18 | | 583.44 |
| 140 Stockyard | 2,216.25 | 1,308.25 | 908.00 | |
| 142 Rents of buildings and other property | 2,960.31 | 3,421.28 | | 460.97 |
| 143 Miscellaneous | 27,268.58 | 22,747.66 | 4,520.92 | |
| IV JOINT FACILITY— | | | | |
| 151 Joint facility—Cr. | 357.81 | 823.17 | | 465.36 |
| 152 Joint facility—Dr. | 2,054.22 | 3,247.44 | 1,193.22 | |
| 501 Total Railway Operating Revenues | 10,908,347.55 | 11,190,754.39 | | 282,406.84 |
| OPERATING EXPENSES— | | | | |
| I Maintenance of way and structures | 1,274,640.44 | 1,555,391.42 | | 280,750.98 |
| II Maintenance of equipment | 2,266,823.97 | 1,998,891.24 | 267,932.73 | |
| III Traffic | 225,734.63 | 254,594.71 | | 28,860.08 |
| IV Transportation—Rail line | 3,720,829.55 | 3,844,227.69 | | 123,398.14 |
| V Transportation—Water line | 73,798.04 | 112,625.09 | | 38,827.05 |
| VI Miscellaneous operations | 76,870.01 | 82,692.94 | | 5,822.93 |
| VII General | 223,456.90 | 235,156.34 | | 11,699.44 |
| VIII Transportation for investment—Cr. | 15,142.84 | | | 15,142.84 |
| 531 Total Railway Operating Expenses | 7,847,010.70 | 8,083,579.43 | | 236,568.73 |

## Exhibit R-114 (Continued).

| | 1914 | 1913 | Increase | Decrease |
|---|---|---|---|---|
| OPERATING EXPENSES (Continued). | | | | |
| Net Revenue from Railway Operations | 3,061,336.85 | 3,107,174.96 | | 45,838.11 |
| 532 Railway tax accruals | 302,883.16 | 302,883.16 | | |
| 533 Uncollectible railway revenues | 393.30 | | | 393.30 |
| Railway Operating Income | 2,758,060.39 | 2,804,291.80 | | 46,231.41 |
| Total Operating Income | | | | |
| NON-OPERATING INCOME: | | | | |
| 503 Hire of freight cars—Credit balance | 21,438.30 | 33,842.75 | | 12,404.45 |
| 504 Rent from locomotives | 23,988.19 | 19,889.50 | 4,098.69 | |
| 505 Rent from passenger-train cars | 128.00 | | 128.00 | |
| 506 Rent from floating equipment | 431.66 | 449.00 | | 17.34 |
| 507 Rent from work equipment | 108,789.72 | 118,658.47 | | 9,868.75 |
| 508 Joint facility rent income | 3,950.00 | 2,500.00 | 1,450.00 | |
| 509 Income from lease of road | 18,875.61 | 22,877.26 | | 4,001.65 |
| 510 Miscellaneous rent income | 8,566.01 | | 8,566.01 | |
| 512 Separately operated properties—Profit | 22,742.77 | 22,742.77 | | |
| 513 Dividend income | 91,664.00 | 94,187.33 | | 2,523.33 |
| 514 Income from funded securities | 63,115.28 | 40,139.47 | 22,975.81 | |
| 515 Income from unfunded securities and accounts | | | | |
| 516 Income from sinking and other reserve funds | | 868.04 | | 868.04 |
| 517 Release of premiums on funded debt | | | | |
| 519 Miscellaneous income | | | | |
| Total Non-operating Income | 363,689.54 | 356,154.59 | 7,534.95 | |
| Gross Income | 3,121,749.93 | 3,160,446.39 | | 38,696.46 |

## Exhibit R-114 (Continued).

| | | | | |
|---|---|---|---|---|
| DEDUCTIONS FROM GROSS INCOME: | | | | |
| 536 Hire of freight cars—Debit balance | 97,522.82 | 255,062.52 | | 157,539.70 |
| 537 Rent for locomotives | 6,784.81 | 8,298.73 | | 1,513.92 |
| 538 Rent for passenger-train cars | 22,772.70 | 23,252.48 | | 479.78 |
| 539 Rent for floating equipment | 2,200.00 | 11,371.19 | | 9,171.19 |
| 540 Rent for work equipment | 10.00 | 390.00 | | 380.00 |
| 541 Joint facility rents | 120,643.22 | 105,818.99 | 14,824.23 | |
| 542 Rent for leased roads | 371,801.38 | 368,994.58 | 2,806.80 | |
| 543 Miscellaneous rents | 122,767.17 | 122,532.92 | 234.25 | |
| 545 Separately operated properties—Loss | | | | |
| 546 Interest on funded debt | 1,673,937.02 | 1,642,454.76 | 31,482.26 | |
| 547 Interest on unfunded debt | 73,389.17 | 10,813.06 | 62,576.11 | |
| 548 Amortization of discount on funded debt | | | | |
| 549 Maintenance of investment organization | 273.00 | | 273.00 | |
| 551 Miscellaneous income charges | 4,125.64 | | 4,125.64 | |
| Total Deductions from Gross Income | 2,496,226.93 | 2,548,989.23 | | 52,762.30 |
| Net Income | 625,523.00 | 611,457.16 | 14,065.84 | |
| DISPOSITION OF NET INCOME: | | | | |
| 552 Income applied to sinking and other reserve funds | 133,568.84 | 127,034.58 | 6,534.26 | |
| 554 Income appropriated for investment in physical property | 351,933.13 | 171,453.82 | 180,479.31 | |
| Total Appropriations | 485,501.97 | 298,488.40 | 187,013.57 | |
| Surplus | 140,021.03 | 312,968.76 | | 172,947.73 |
| Deficit | | | | |

*Exhibit R-115.*

## EXHIBIT R-115.

## ERIE RAILROAD COMPANY.

### Statement showing Obligations (Principal only) maturing during Period October 14th, 1914 to June 30th, 1915.

| Class of Obligation | Date of Issue | Date of Maturity | Par Value Maturing |
|---|---|---|---|
| Equipment Trust Certificates | June 1905 | November 1914 | $100,000 |
| Equipment Trust Certificates | Nov. 1906 | November 1914 | 47,000 |
| Equipment Trust Certificates | Apl. 1913 | November 1914 | 23,000 |
| Construction Obligation | June 1911 | December 1914 | 13,890 |
| Equipment Trust Certificates | Dec. 1905 | December 1914 | 350,000 |
| Equipment Trust Certificates | Dec. 1912 | December 1914 | 100,000 |
| Equipment Trust Certificates | June 1913 | December 1914 | 66,000 |
| Equipment Trust Certificates | Dec. 1911 | December 1914 | 19,000 |
| Equipment Trust Certificates | Dec. 1913 | December 1914 | 18,246 |
| Equipment Trust Certificates | July 1907 | January 1915 | 107,000 |
| Equipment Trust Certificates | July 1907 | January 1915 | 29,000 |
| Equipment Trust Certificates | July 1913 | January 1915 | 117,000 |
| Equipment Trust Certificates | Feb. 1907 | February 1915 | 29,000 |
| Equipment Trust Certificates | Aug. 1911 | February 1915 | 230,000 |
| Equipment Trust Certificates | Aug. 1911 | February 1915 | 108,000 |
| Equipment Trust Certificates | Aug. 1914 | February 1915 | 45,000 |
| Equipment Trust Certificates | Sep. 1913 | March 1915 | 56,000 |
| Equipment Trust Certificates | Dec. 1913 | March 1915 | 18,246 |
| Erie R. R. Co. Collateral Notes | Apl. 1912 | April 1915 | 10,000,000 |
| Real Estate Mortgage | Feb. 1913 | April 1915 | 37,000 |
| Equipment Trust Certificates | Oct. 1907 | April 1915 | 152,000 |
| Equipment Trust Certificates | Oct. 1907 | April 1915 | 50,000 |
| Equipment Trust Certificates | June 1905 | May 1915 | 100,000 |
| Equipment Trust Certificates | Nov. 1906 | May 1915 | 47,000 |
| Equipment Trust Certificates | Apl. 1913 | May 1915 | 23,000 |
| Construction Obligation | June 1912 | June 1915 | 90,000 |
| Equipment Trust Certificates | Dec. 1905 | June 1915 | 350,000 |
| Equipment Trust Certificates | Dec. 1912 | June 1915 | 100,000 |
| Equipment Trust Certificates | June 1913 | June 1915 | 66,000 |
| Equipment Trust Certificates | June 1913 | June 1915 | 100,000 |
| Equipment Trust Certificates | Dec. 1911 | June 1915 | 19,000 |
| Equipment Trust Certificates | Dec. 1913 | June 1915 | 18,245 |
| Erie RR Co. Collateral Notes | Oct. 1914 | March 1915 | 5,000,000 |
| Erie RR Co. Collateral Notes | Oct. 1914 | March 1915 | 1,000,000 |
| Par Value Maturing—Total | | | $18,628,627 |
| Equipment Trust—(Initial Payment) | | Oct. 1914 | 203,312 |
| Total | | | $18,831,939 |

*Exhibit R-116.*

## EXHIBIT R-116.

## ERIE RAILROAD SYSTEM

### Statement showing Obligations (Principal only) maturing during year ending June 30, 1916.

| Class of Obligation | Date of Issue | Date of Maturity | Par Value Maturing |
|---|---|---|---|
| Promissory Note, Long Dock Co., | July 1914 | July 1915 | $700,000 |
| Erie RR Co. Collateral Notes | Oct. 1914 | Oct. 1915 | 4,550,000 |
| Mortgage Bonds, Tioga | Dec. 1885 | Nov. 1915 | 239,500 |
| Mortgage Bonds, B. N. Y. & E. 1st | June 1876 | June 1916 | 2,380,000 |
| Construction Obligation | June 1912 | June 1916 | 90,000 |
| Construction Obligation | Various | July 1915 | 52,000 |
| Equipment Trust Certificates | Dec. 1905 | Dec. 1915 | 350,000 |
| | Dec. 1905 | June 1916 | 350,000 |
| | Nov. 1906 | Nov. 1915 | 47,000 |
| | Nov. 1906 | May 1916 | 47,000 |
| | Feb. 1907 | Aug. 1915 | 29,000 |
| | Feb. 1907 | Feb. 1916 | 29,000 |
| | July 1907 | July 1915 | 107,000 |
| | July 1907 | Jan. 1916 | 107,000 |
| | July 1907 | July 1915 | 29,000 |
| | July 1907 | Jan. 1916 | 29,000 |
| | Oct. 1907 | Oct. 1915 | 152,000 |
| | Oct. 1907 | Apl. 1916 | 152,000 |
| | Oct. 1907 | Oct. 1915 | 50,000 |
| | Oct. 1907 | Apl. 1916 | 50,000 |
| | Aug. 1911 | Feb. 1916 | 230,000 |
| | Aug. 1911 | Aug. 1915 | 230,000 |
| | Aug. 1912 | Feb. 1916 | 108,000 |
| | Aug. 1912 | Aug. 1915 | 108,000 |
| | Dec. 1912 | Dec. 1915 | 100,000 |
| | Dec. 1912 | June 1916 | 100,000 |
| | June 1913 | Dec. 1915 | 66,000 |
| | June 1913 | June 1916 | 66,000 |
| | July 1913 | July 1915 | 118,000 |
| | July 1913 | Jan. 1916 | 117,000 |
| | June 1913 | June 1916 | 100,000 |
| | Sep. 1913 | Sep. 1915 | 56,000 |
| | Sep. 1913 | Mar. 1916 | 56,000 |
| | Aug. 1914 | Aug. 1915 | 45,000 |
| | Aug. 1914 | Feb. 1916 | 45,000 |
| | Dec. 1911 | Feb. 1915 | 19,000 |
| | Dec. 1911 | June 1916 | 19,000 |
| | Apl. 1913 | Nov. 1915 | 23,000 |
| | Apl. 1913 | May 1916 | 23,000 |
| | Dec. 1913 | Sep. 1915 | 18,246 |
| | Dec. 1913 | Dec. 1915 | 18,246 |
| | Dec. 1913 | Mar. 1916 | 18,246 |
| | Dec. 1913 | June 1916 | 18,245 |
| | | | $11,241,483 |

*Exhibit R-117.*

# EXHIBIT R-117.

## ERIE RAILROAD SYSTEM

### Statement showing Obligations (Principal only) maturing during year ending June 30, 1917.

| Class of Obligation | Date of Issue | Date of Maturity | Par Value Maturing |
|---|---|---|---|
| Erie RR Co. Collateral Notes | Apl. 1914 | Apl. 1917 | $13,500,000 |
| Construction Obligation | June 1912 | June 1917 | 90,000 |
| Construction Obligation | Various | July 1916 | 52,000 |
| Equipment Trust Certificates | Nov. 1906 | Nov. 1916 | 28,500 |
| | Nov. 1906 | May 1917 | 28,500 |
| | Feb. 1907 | Aug. 1916 | 29,000 |
| | Feb. 1907 | Feb. 1917 | 29,000 |
| | July 1907 | July 1916 | 107,000 |
| | July 1907 | Jan. 1917 | 107,000 |
| | July 1907 | July 1916 | 29,000 |
| | July 1907 | Jan. 1917 | 29,000 |
| | Oct. 1907 | Oct. 1916 | 152,000 |
| | Oct. 1907 | Apl. 1917 | 152,000 |
| | Oct. 1907 | Oct. 1916 | 50,000 |
| | Oct. 1907 | Apl. 1917 | 50,000 |
| | Aug. 1911 | Aug. 1916 | 230,000 |
| | Aug. 1911 | Feb. 1917 | 230,000 |
| | Aug. 1912 | Aug. 1916 | 108,000 |
| | Aug. 1912 | Feb. 1917 | 108,000 |
| | Dec. 1912 | Dec. 1916 | 100,000 |
| | Dec. 1912 | June 1917 | 100,000 |
| | June 1913 | Dec. 1916 | 66,000 |
| | June 1913 | June 1917 | 66,000 |
| | July 1913 | July 1916 | 118,000 |
| | July 1913 | Jan. 1917 | 117,000 |
| | June 1913 | June 1917 | 100,000 |
| | Sep. 1913 | Sep. 1916 | 56,000 |
| | Sep. 1913 | Mar. 1917 | 56,000 |
| | Aug. 1914 | Aug. 1916 | 45,000 |
| | Aug. 1914 | Feb. 1917 | 45,000 |
| | Dec. 1911 | Dec. 1916 | 19,000 |
| | Apl. 1913 | Nov. 1916 | 23,000 |
| | Apl. 1913 | May 1917 | 23,000 |
| | Dec. 1913. | Sep. 1916 | 18,246 |
| | Dec. 1913. | Dec. 1916 | 18,245 |
| | | | $16,079,491 |

EXHIBIT R-118.

EXHIBIT R-119.

EXHIBIT R-120.

Copies of these Exhibits are bound in a separate volume, marked Volume III.

EXHIBIT R-121.

ERIE RAILROAD COMPANY

Estimate of revenue which will be obtained from increases already granted in Central Freight Association territory. This will include the few in Trunk Line territory, which the Commission permitted to be made, in order to make effective the increase in Central Freight Association territory—based on the fiscal year ended June 30th, 1914.

| | |
|---|---|
| Erie R. R. revenue in Central Freight Association territory ..... | $16,256,239.61 |
| Revenue in Central Freight Association territory, on anthracite coal, bituminous coal, coke, iron, and other ores, cement, brick, tile and lime ..... | 6,737,065.67 |
| Revenue on other commodities to which the five per cent increase may be applied ..... | 9,519,173.94 |
| Five Per Cent on the above..... | 475,958.70 |
| Traffic local to Central Freight Association territory *on Erie RR lines,* estimated to be 15%, or..... | 71,393.81 |

*Exhibit R-122.*

(The words in italics should be omitted as appears by the following letter:)

Copy

ERIE RAILROAD COMPANY

New York, October 30, 1914.

File 1.

Mr. C. P. Crawford,
Comptroller.

Dear Sir:

Upon examining the statement prepared in this office, showing our estimate of revenue which will be obtained from rate increases in Central Freight Association territory, permitted by the recent opinion of the Interstate Commerce Commission, we find that the text of the 4th item is somewhat misleading, as the amount noted represents our estimate of the revenue which accrues to the Erie R. R. Co., lines in Central Freight Association territory, not only from local traffic, but from traffic, also, in which other roads are interested. The heading should be "Traffic local to Central Freight Association Territory, estimated to be 15%." The words "Erie R. R. Lines" should be eliminated.

Yours truly,

(Signed) C. E. HILDUM
*Auditor of Freight Accounts.*

EXHIBIT R-122.

ERIE RAILROAD COMPANY

Estimate of the revenue which will accrue to the Erie R. R. Company from the extension, to Trunk Line territory, of the increases in rates granted to Central Freight Association territory by the Commis-

sion in its report—based on the fiscal year ended June 30, 1914.

---

| | | |
|---|---|---|
| Total Erie System Revenue | | $42,779,577.90 |
| Exclusive of: | | |
| Anthracite Coal | $12,677,550.44 | |
| Bituminous Coal | 2,860,622.83 | |
| Coke | 471,186.24 | |
| Iron Ore | 1,095,496.99 | |
| Cement, Brick, Tile and Lime, | 624,261.02 | 17,729,117.52 |
| | | $25,050,460.38 |
| Less: | | |
| Trans-Continental | $771,617.07 | |
| C. M. & St. P. | 86,799.41 | |
| C. & N. W. | 58,827.00 | |
| C. R. I. & P. | 32,659.38 | |
| C. B. & Q. | 27,307.45 | 977,210.31 |
| | Five Per Cent of | $24,073,250.07 |
| | | 1,203,662.50 |

NOTE:—This includes the estimate of increased revenue in Central Freight Association territory, and the latter would, of course, be very largely increased by the inclusion of inter-territorial traffic.

## EXHIBIT R-123.

## ERIE RAILROAD COMPANY.

### NINETEENTH ANNUAL REPORT.

New York, October 13, 1914.

*To the Bond and Share Holders of the Erie Railroad Company:*

The following report of the operations of your Company for the year ending June 30, 1914, is respectfully submitted by the Board of Directors:

### MILEAGE.

Table No 1 shows in detail the mileage of road operated June 30, 1914, from which you will note that the Company:

| | Miles. |
|---|---|
| Owns in fee or controls by ownership of entire capital stock ..... | 1,673.40 |

*Exhibit R-123.*

| | Miles. |
|---|---|
| Controls by ownership of a majority of capital stock | 160.31 |
| Leases | 276.96 |
| Has trackage rights over | 146.73 |
| Total mileage operated | 2,257.40 |
| Has restricted trackage rights over | 131.20 |
| Owns and leases to other companies | 15.12 |
| Leases and re-leases to other companies | 2.35 |
| Controls lines operated independently | 37.87 |
| Total mileage controlled but not operated. | 186.54 |
| Grand Total | 2,443.94 |

—of which 1,205.96 miles, or 49.34 per cent., have second track, 18.47 miles have third track and 18.42 miles have fourth track.

The increase of 9684 miles in second track is due to the construction of additional track, as follows:

At Newburgh Junction, N. Y., .09 miles; between Red House and Steamburg, N. Y., 4.50 miles; Concord and Saegertown, Pa., 21.99 miles, and between Marion, Ohio and Wilders, Ind., 70.26 miles.

Exhibit R-123 (Continued).

## OPERATING REVENUE AND EXPENSES.

The following statement shows the gross operating revenue, operating expenses, and operating income of the system for the fiscal year:

REVENUE.

| | 1914 | 1913 | Increase | Decrease |
|---|---|---|---|---|
| Merchandise | $26,770,218 39 | $27,458,445 40 | ..... | $688,227 01 |
| Coal | 16,009,359 51 | 16,887,293 70 | ..... | 877,934 19 |
| Passenger | 10,248,572 08 | 10,215,255 59 | $33,316 49 | ..... |
| Mail | 453,963 63 | 412,164 53 | 41,799 10 | ..... |
| Express | 1,651,772 88 | 1,736,683 02 | ..... | 84,910 14 |
| Milk | 985,664 98 | 964,243 20 | 21,421 78 | ..... |
| Miscellaneous | 1,685,262 17 | 1,791,099 60 | ..... | 105,837 43 |
| Revenue—Rail Operations | $57,804,813 64 | $59,465,185 04 | ..... | $1,660,371 40 |
| Revenue—Outside Operations | 3,178,761 26 | 3,182,174 08 | ..... | 3,412 82 |
| GROSS OPERATING REVENUE | $60,983,574 90 | $62,647,359 12 | ..... | $1,663,784 22 |

## Exhibit R-123 (Continued).

EXPENSES.

| | 1914 | 1913 | Increase | Decrease |
|---|---|---|---|---|
| Maintenance of Way and Structures | $6,998,746 35 | $6,269,059 48 | $729,686 87 | ..... |
| Maintenance of Equipment | 11,314,881 41 | 10,799,069 79 | 515,811 62 | ..... |
| Traffic Expenses | 1,516,896 70 | 1,453,909 28 | 62,987 42 | ..... |
| Transportation Expenses | 21,523,448 44 | 20,918,673 77 | 604,774 67 | ..... |
| General Expenses | 1,481,375 06 | 1,264,463 46 | 216,911 60 | ..... |
| Operating Expenses—Rail Operations | $42,835,347 96 | $40,705,175 78 | $2,130,172 18 | ..... |
| Operating Expenses—Outside Operations | 3,522,932 27 | 3,506,466 08 | 16,466 19 | ..... |
| Total Operating Expenses | $46,358,280 23 | $44,211,641 86 | $2,146,638 37 | ..... |
| Taxes | 1,865,726 74 | 1,935,118 11 | ..... | $69,391 37 |
| Total Operating Expenses and Taxes | $48,224,006 97 | $46,146,759 97 | $2,077,247 00 | ..... |
| Operating Income | $12,759,567 93 | $16,500,599 15 | ..... | $3,741,031 22 |
| Ratio of Operating Expenses and Taxes to Gross Operating Revenue | 79.08% | 73.66% | 5.42% | ..... |
| Ratio of Operating Expenses to Gross Operating Revenue | 76.02% | 70.57% | 5.45% | ..... |

*Exhibit R-123.*

### Merchandise.

The merchandise tonnage for the year was 20,306,275 tons, a decrease of 1,673,283 tons or 7.61 per cent.

The decrease in revenue from haulage of merchandise was $688,227.01 or 2.51 per cent. less than the last year.

A detailed statement of the commodities hauled is shown in Table No. 18.

### Coal and Coke.

The total coal and coke tonnage for the year was 17,819,134 tons, a decrease of 1,189,301 tons, or 6.26 per cent. less than the last year.

The anthracite tonnage was 9,882,781 tons, a decrease of 259,686 tons, or 2.56 per cent. less than the last year.

The bituminous tonnage was 6,821,387 tons, a decrease of 829,013 tons, or 10.84 per cent. less than the last year.

The coke tonnage was 1,114,966 tons, a decrease of 100,602 tons, or 8.28 per cent.

The revenue from haulage of coal and coke decreased $877,934.19 or 5.20 per cent.

The coal and coke tonnage was 46.74 per cent. of the total revenue tonnage hauled.

### General Freight Traffic.

The total revenue freight traffic of the Company during the year, including merchandise, coal and coke, was 38,125,409 tons, a decrease of 2,862,584 tons, or 6.98 per cent.

The number of tons hauled one mile was 7,428,034,970, a decrease of 302,640,080 ton miles, or 3.91 per cent.

The total revenue derived from haulage of freight was $42,779,577.90, as compared with $44,345,739.10 for the year 1913, a decrease of $1,566,161.20, or 3.53 per cent.

The average freight revenue per ton per mile was .576 cents, as compared with .574 cents the last year, an increase of .002 cents, or .35 per cent.

In addition to the above, 4,748,906 tons of Company's freight were hauled, making the total tonnage 42,874,315 tons.

In hauling this tonnage 12,583,346 train miles were run, a decrease compared with the last year, of 371,-187 train miles, or 2.87 per cent.

The average distance each ton was hauled was 194,-832 miles, an increase of 6.224 miles, or 3.30 per cent.

The revenue per freight train mile was $3.40 as compared with $3.42 the previous year, a decrease of 2 cents, or .69 per cent. The average train load of revenue freight was 590.31 tons, a decrease of 6.44 tons, or 1.08 per cent. Including Company's freight, the average train load was 641.32 tons, a decrease of 5.82 tons, or .90 per cent. The average carload of revenue freight was 21.27 tons, a decrease of .17 tons, or .79 per cent. Including Company's freight, the average carload was 23.11 tons, a decrease of .14 tons, or .60 per cent. less than last year.

PASSENGER TRAFFIC.

The total number of passengers carried during the year was 27,628,242, an increase of 265,406, or .97 per cent.

The number of pasengers carried one mile was 651,-393,355, an increase of 4,367,228 passenger miles, or .67 per cent.

The increase in gross revenue therefrom was $33,-316.49 or .33 per cent.

The average fare received from each passenger per mile was 1.573 cents, a decrease of .006 cents, or .38 per cent.

The average distance travelled was 23.58 miles, a decrease of .07 miles, or .29 per cent.

The average fare received from each passenger was 37.09 cents, a decrease of .24 cents.

The passenger train mileage was 10,170,532 train miles, a decrease of .59 per cent.

The passenger train revenue per train mile was $1.324, an increase of .53 per cent.

The average number of passengers in each train was 64.05, an increase of .81 passenger, or 1.28 per cent.

The average number of passengers in each car was 16.91, an increase of .14 passenger, or .83 per cent.

Of the total number of passengers carried, 26,896,-144 were local and 732,098 were through passengers, the local traffic showing an increase in number of passengers carried and a slight decrease in the average revenue received per passenger per mile. The number of through passengers decreased, while the average revenue received per passenger per mile shows a slight increase.

MAIL.

A partial adjustment of the compensation for transportation of United States Mail was made during the year, resulting in an increased revenue of $41,799.10, or 10.14 per cent.

EXPRESS.

The reduction in rates by the express companies and loss in volume of business due to Parcel Post, is reflected in the revenue from transportation of express, which shows a decrease of $84,910.14, or 4.89 per cent.

MILK.

Revenue from transportation of milk was $985,-664.98, an increase of $21,421.78, or 2.22 per cent.

MISCELLANEOUS.

Revenue from miscellaneous sources was $1,685,-262.17, a decrease of $105,837.43, or 5.91 per cent.

*Exhibit R-123.*

## OPERATING EXPENSES.

### Maintenance of Way and Structures.

The expense of Maintenance of Way and Structures was $6,998,746.35, an increase of $729,686.87, or 11.64 per cent. The details of this account in Table No. 10 show that among the principal items increased are Ties, Rails, Track Maintenance, Removal of Snow, Sand, and Ice, and Signals and Interlocking Plants.

60 bridges were reconstructed or are in the course of reconstruction, 303 repaired and 91 repainted.

25,098 tons of new 100-pound, 12,737 tons of new 90-pound and 2,417 tons of new 80-pound steel rails were laid, with the necessary frogs, switches, etc.

1,206,993 cross ties and 2,791,211 feet of switch timber were used in the track, with 839,086 tie plates.

146.05 miles of track were fully ballasted and 15.35 miles of track were partially ballasted.

79 miles right-of-way fences were built.

31.74 miles of passing and other sidings and 7.68 miles industrial side tracks were constructed.

Stations at Huntington and Rochester, Ind., were enlarged, and the stations at Hutchins and Rasselas were rebuilt. At West Nutley, Horseheads, Mount Morris, Rochester, N. Y., Buffalo and Warren the stations were remodeled.

### Maintenance of Equipment.

Maintenance of Equipment expenses were $11,314,-881.41, an increase of $515,811.62, or 4.78 per cent. more than last year. The details are shown in Table No. 10.

The total tractive power of locomotives is 49,007,-245 pounds, an increase of 3,030,646 pounds.

The total number of locomotives at the close of the fiscal year was 1,501, an increase of 40. 68 new locomotives were received, 18 old locomotives were scrapped and 10 were sold.

The average age of locomotives is 13 years, 11 months.

The average mileage made by steam locomotives was 22,214 miles, a decrease of 1,474 miles, 6.22 per cent.

The average mileage made by motor cars was 29,467 miles, an increase of 601 miles, 2.08 per cent.

One tug boat was purchased and two condemned, one steam barge built, six covered barges built and twenty-four purchased, two open barges and three car floats purchased. The floating equipment in New York Harbor and on the Great Lakes was fully maintained.

The changes in equipment during the year are shown in Table No. 14.

### Traffic Expenses.

Traffic expenses increased $62,987.42, or 4.33 per cent.

### Transportation Expenses.

Transportation Expenses were $21,523,448.44, an increase of $604,774.67, equal to 2.89 per cent.

Table No. 10 indicates that the increases are quite general, two of the principal items being increase in the price of fuel for locomotives and settlements for loss and damage—freight.

### General Expenses.

General Expenses were $1,481,375.06, compared with $1,264,463.46 for last year, an increase of 17.15 per cent as per detail shown in Table No. 10.

## TAXES.

The Taxes for the year were $1,865,726.74, a decrease of $69,391.37 or 3.59 per cent.

*Exhibit R-123.*

## ADDITIONS AND BETTERMENTS—ROAD.

The Capital Account Additions and Betterments for the year is charged with $5,438,378.79, as follows:

| | |
|---|---|
| Right of Way and Station Grounds | $327,348 35 |
| Protection of Banks and Drainage | 1,657 51 |
| Grade Reductions and Changes of Line | 245 19 |
| Tunnel Improvements | 3,264 38 |
| Bridges, Trestles, and Culverts | 14,049 83 |
| Additional Main Tracks | 3,957,633 26 |
| Sidings and Spur Tracks | 96,118 64 |
| Terminal Yards | 180,473 12 |
| Elimination of Grade Crossings | 164,143 22 |
| Interlocking Apparatus | 1,365 54 |
| Block and Other Signal Apparatus | 555,027 36 |
| Telegraph and Telephone Lines | 8,251 93 |
| Station Buildings and Fixtures | 54,059 19 |
| Shops, Enginehouses, and Turntables | 20,404 34 |
| Shop Machinery and Tools | 39,351 14 |
| Water and Fuel Stations | 44,135 46 |
| Grain Elevators and Storage Warehouses | 967 94 |
| Dock and Wharf Property *Cr.* | *41,857 65* |
| Electric—Power Transmission | 11,740 04 |
| Total | $5,438,378 79 |

## ADDITIONS AND BETTERMENTS—EQUIPMENT.

Capital Account has been charged during the year with $8,534,581.77 for additional equipment as follows:

| | | |
|---|---|---|
| 60 | Locomotives | $1,585,390 04 |
| 3,500 | Box Cars | 3,606,423 94 |
| 2,000 | Gondola Cars | 2,426,955 12 |
| 25 | Express Cars | 237,870 46 |
| 4 | Locomotive Cranes | 28,633 62 |
| 1 | Ballast Spreader Car | 5,140 00 |

*Exhibit R-123.*

| | | |
|---|---|---|
| 3 | Harbor Barges | $19,860 80 |
| 2 | Tug Boats | 125,560 23 |
| 1 | Steel Car Float | 46,105 00 |
| 2 | Wooden Car Floats | 74,551 27 |
| 40 | Wooden Lighters | 113,552 51 |
| 1 | Steam Lighter | 28,185 32 |
| 50 | Locomotives—Partial Payment | 75,566 84 |
| 80 | Refrigerator Cars—Partial Payment | 96,130 60 |
| 5 | Caboose Cars—Partial Payment. | 1,695 03 |
| 25 | Passenger Cars—Partial Payment | 8,326 42 |
| 3 | Tugs and 2 Car Floats—Partial Payment | 54,634 57 |
| | Total | $8,534,581 77 |

ADDITIONS AND BETTERMENTS—INCOME.

During the year $502,742.77 has been appropriated from Income for additions and betterments to the property, as follows:

| | |
|---|---|
| Right of Way and Station Grounds | $9,430 91 |
| Real Estate | 521 60 |
| Grade Reductions and Changes of Line | 825 26 |
| Bridges, Trestles, and Culverts | 108,110 61 |
| Increased Weight of Rail | 236,537 62 |
| Improved Frogs and Switches | 2,390 04 |
| Track Fastenings and Appurtenances | 231,631 30 |
| Ballast | 321,194 55 |
| Sidings and Spur Tracks | 16,425 63 |
| Terminal Yards | 1,693 88 |
| Fencing Right of Way | 475 21 |
| Elimination of Grade Crossings | 766 60 |
| Interlocking Apparatus | 8,644 89 |
| Block and Other Signal Apparatus | 55,033 83 |
| Telegraph and Telephone Lines | 37,351 26 |
| Station Buildings and Fixtures | 26,380 33 |
| Roadway Machinery and Tools | 928 52 |
| Shops, Enginehouses, and Turntables | 3,762 25 |

*Exhibit R-123.*

| | | |
|---|---|---|
| Shop Machinery and Tools | | $2,220 25 |
| Water and Fuel Stations | | 758 33 |
| Dock and Wharf Property | | 93,137 50 |
| Other Additions and Betterments | | 546 02 |
| 2 Harbor Barges | | 12,518 20 |
| 50 Caboose Cars....Balance | | 10,619 05 |
| 350 Caboose Cars....Partial Payment | | 7,943 26 |
| 259 Cinder Cars.....Partial Payment | | 34,438 67 |
| 1 Dynamometer Cars..Balance | | 10,589 99 |
| Miscellaneous Equipment | | 260,727 77 |
| | | $1,495,603 33 |
| Less credits account of property destroyed or sold as follows: | | |
| Locomotives | $133,776 83 | |
| Freight—Train Cars... | 624,383 54 | |
| Passenger—Train Cars. | 37,566 67 | |
| Floating Equipment ... | 37,000 00 | |
| Work Equipment..... | 96,585 23 | |
| Buildings | 43,537 46 | |
| Miscellaneous | 20,010 83 | |
| | | 992,860 56 |
| Total, | | $502,742 77 |

EQUIPMENT TRUSTS.

| | | |
|---|---|---|
| The balance outstanding June 30, 1913, on Equipment Trusts created prior to this fiscal year was | $14,108,000 00 | |
| Payments made during the year | 2,642,000 00 | |
| Leaving a balance of, | | $11,466,000 00 |

*Exhibit R-123.*

| | | |
|---|---|---|
| Equipment Trusts were made during the year covering: | | |
| 3,000 Box Cars..... } 1,000 Gondola Cars.. } | $3,670,000 00 | |
| 1,000 Gondola Cars.. | 1,000,000 00 | |
| 50 Locomotives ... | 1,120,000 00 | |
| 10 Locomotives ... | 218,948 94 | |
| 25 Express Cars... | 230,000 00 | |
| | $6,238,948 94 | |
| Payments made to June 30, 1914 ..... | 487,491 49 | |
| Leaving a balance of, | | 5,751,457 45 |
| Equipment Trusts outstanding June 30, 1914 ..... | | $17,217,457 45 |
| Total payments made during the year..... | | $3,129,491 49 |

## CAPITAL STOCK.

The Company's outstanding Capital Stock remains unchanged.

| | AUTHORIZED. | ISSUED. |
|---|---|---|
| Non-cumulative 4 per cent. First Preferred ..... | $48,000,000 | $47,892,400 |
| Non-cumulative 4 per cent. Second Preferred ..... | 16,000,000 | 16,000,000 |
| Common ..... | 153,000,000 | 112,378,900 |
| Total, | $217,000,000 | $176,271,300 |

## BONDED DEBT.

Of the Prior and General Lien bonds secured by the First Consolidated Mortgage Deed, an additional $2,000,000 General Lien Bonds have been issued during

the year. There has been no increase in the amount of bonds secured by the General Mortgage.

Total amount of bonds issued under these mortgages now outstanding:

| | |
|---|---|
| Prior Lien Bonds | $35,000,000 |
| General Lien Bonds | 51,724,000 |
| Convertible Bonds | 32,000,000 |

## INCOME STATEMENT.

| | | |
|---|---|---|
| Gross Operating Revenue | | $60,983,574 90 |
| Operating Expenses and Taxes | | 48,224,006 97 |
| Operating Income | | $12,759,567 93 |
| Other Income | | 2,852,654 26 |
| Gross Income | | $15,612,222 19 |
| Deductions from Gross Income | | 14,189,246 99 |
| Net Income | | $1,422,975 20 |
| Appropriated to Sinking Funds | $760,709 33 | |
| Appropriated for Additions and Betterments. | 502,742 77 | 1,263,452 10 |
| Surplus | | $159,523 10 |

## FINANCIAL.

The financial condition at the close of the fiscal year is shown by the General Balance Sheet, Table No. 4.

During the year your Company has received from the Trustee $2,000,000 General Lien Bonds, being the fourteenth and fifteenth millions of the $17,000,000 of General Lien Bonds reserved for construction purposes.

On April 1, 1914, $13,500,000 three-year five and one-half per cent. Collateral Gold Notes and on April 8, a special note maturing October 1, 1914, for $1,000,000, were issued, the proceeds thereof being applied toward

the payment of $12,500,000 Collateral Gold Notes and $2,500,000 short term notes maturing April 8, 1914, $500,000 of the last mentioned notes being retired.

Special promissory notes for $5,000,000, due October 1, 1914, were issued on March 2, 1914, to cover amounts theretofore expended from current funds for construction purposes.

Statements of charges to "Additions and Betterments" shown herein explain the increase in the account "Investment Since June 30, 1907."

Depreciation on equipment during the year was $1,234,163.44, as shown by the increase in the account "Reserve for Accrued Depreciation—Cr."

The increase in the account "Securities of Proprietary, Affiliated, and Controlled Companies—Pledged," "Funded Debt," is caused by including Erie & Jersey Railroad bonds and Genesee River Railroad bonds with the securities pledged under the indenture of April 8, 1914, securing payment of the special $1,000,000 note mentioned above, less Chicago & Western Indiana Railroad bonds released from pledge and sold.

$336,000 Erie Railroad Company Pennsylvania Collateral Bonds pledged under the Collateral Indenture of April 8, 1911, were released and sold; $2,000,000 General Lien Bonds were pledged under the new Collateral Indenture dated April 1, 1914, which items explain the increase in the account "Securities Issued or Assumed—Pledged" "Funded Debt."

The decrease in "Securities of Proprietary, Affiliated, and Controlled Companies—Unpledged" "Funded Debt," is due to the pledging of the bonds of Erie & Jersey Railroad and Genesee River Railroad heretofore mentioned, and sale of $174,000 Chicago & Western Indiana Railroad bonds, less a slight increase due to miscellaneous securities acquired.

"Advances to Proprietary, Affiliated, and Controlled Companies for Construction, Equipment and Betterments" increased $68,100.24, representing amounts ad-

vanced to the Long Dock Company, Penhorn Creek Railroad Company and the Industrial Center Land Company.

Elmira, Corning & Waverly Railway bonds valued at $686,875 acquired during the year, bonds of the same company, $100,000, heretofore shown as unpledged, and New Jersey & New York Railroad Company capital stock, were pledged under the Indentures of April 1, 1914, and Mutual Terminal Company and other miscellaneous securities were acquired, which explains the changes in the accounts "Miscellaneous Investments"—"Securities Pledged" and "Securities Unpledged."

The decrease of $814,562.12 in the account "Temporary advances to Proprietary, Affiliated, and Controlled Companies," is principally explained by credits account securities received from the Southern Tier Development Company and the Erie Land & Improvement Company, in reimbursement for advances made in previous years.

"Working Funds" decreased $89,232.75 account of reduction in advances made to the Erie Despatch Fast Freight Line.

There is an increase of $765,051.64 in the account "Cash and Securities in Sinking and Redemption Funds," representing increased balances in Akron & Barberton Belt Railroad, Chicago & Western Indiana Railroad and Pennsylvania Collateral Sinking Funds.

The increase in "Mortgage Bonds," "Collateral Trust Bonds" and "Equipment Trust Obligations" has been heretofore explained.

The decrease of $55,465.89 in "Miscellaneous Funded Obligations" is due to the payment of real estate mortgages, reduction in obligations issued for construction work, less amount of mortgages assumed on property acquired during the year.

The account "Loans and Bills Payable," $6,000,000, represents special notes maturing October 1, 1914, heretofore mentioned.

*Exhibit R-123.*

The increase of $861,425.99 in the account "Reserves from Income or Surplus," represents 10 cents per ton on coal mined from the mines of the Pennsylvania Coal Company during the fiscal year, together with interest on the Erie Railroad Company Pennsylvania Collateral Bonds purchased by the Trustee and held in the Trust Account.

All of the securities for construction purposes turned over by the Erie Reorganization Committee have been converted into cash, as follows:

| Value as placed on the Books, January, 1897. | | Cash Realized from Sale. |
|---|---|---|
| $115,200 00 | Buffalo & Southwestern Railroad Second Lien Bonds ..... | $126,720 00 |
| 405,000 00 | Erie Railroad Company Prior Lien Bonds.... | 414,000 00 |
| 364,055 22 | New York & Greenwood Lake Railway Prior Lien Bonds ..... | 385,570 22 |
| 1,034,400 00 | Erie Railroad Company General Lien Bonds... | 1,214,908 93 |
| 630,000 00 | Delaware & Hudson Exclusive Car Trust Certificates ..... | 630,000 00 |
| 202,000 00 | Car Trust of New York Certificates ..... | 202,000 00 |
| $2,750,655 22 | | $2,973,199 15 |

In addition to these securities there have been certified by the Trustee of the Erie Railroad Company First Consolidated Mortgage Deed and turned over to your Company in reimbursement for expenditures already made, $5,000,000 Erie Railroad Company Prior Lien Bonds and $15,000,000 Erie Railroad Company General Lien Bonds; and by the Trustee of the Erie Rail-

road Company General Mortgage $32,000,000 Erie Railroad Company Convertible Bonds.

Of these securities the following have been converted into cash:

| Par Value. | | Cash Realized from Sale. |
|---|---|---|
| $5,000,000 00 | Erie Railroad Company Prior Lien Bonds.... | $4,539,884 27 |
| 3,000,000 00 | Erie Railroad Company General Lien Bonds.. | 2,484,111 11 |
| 21,015,000 00 | Erie Railroad Company Convertible Bonds.... | 19,215,000 00 |
| $29,015,000 00 | | $26,238,995 38 |

leaving still owned by the Company:

| | |
|---|---|
| Erie Railroad Company General Lien Bonds | $12,000,000 00 |
| Erie Railroad Company Convertible Bonds | 10,985,000 00 |

From December 1, 1895, to June 30, 1914, the Company has received cash from all sources for Construction and equipment purposes, as follows:

| | |
|---|---|
| $500,000 00 | Sale of Erie & Wyoming Valley Railroad Co. Capital Stock. |
| 500,000 00 | Settlement of account with the National Transit Co. |
| 4,343,850 13 | From the Erie Reorganization Committee. |
| 2,973,199 15 | Proceeds of sale of securities received from the Erie Reorganization Committee. |
| 7,023,995 38 | Proceeds of sale of securities received from the Farmers' Loan and Trust Co., Trustee. |
| 19,215,000 00 | Proceeds of sale of securities received from the Standard Trust Company of New York, Trustee. |

*Exhibit R-123.*

| | |
|---|---|
| $9,382,081 23 | Proceeds of sale of Collateral Gold Notes. |
| 230,227 05 | Proceeds of sale of securities received for the purchase of Erie & Wyoming Valley Railroad Equipment. |
| 2,500 00 | Sale of Pittsburgh, Chartiers & Youghiogheny Railroad Co. Bonds acquired from the Receivers of the New York, Lake Erie & Western Railroad Co. |
| 457,867 50 | Sale June 1, 1899, of Capital Stock of the Northern Railroad Company of New Jersey, originally paid for by the Erie Reorganization Committee from Construction Funds. |
| 740,000 00 | Sale of Union Dry Dock property and franchises. |
| 107,989 22 | Special Tax deposit made by Erie Reorganization Committee, returned June 14, 1901, by the British Government. |
| $45,476,709 66 | |

This amount has been applied to partially reimburse the Company for the following expenditures:

| | |
|---|---|
| $457,867 50 | Purchase of Northern Railroad Company of New Jersey Capital Stock. |
| 1,729,611 68 | New York, Lake Erie & Western Car Trusts. |
| 65,000 00 | Payment of Mortgages on Real Estate. |
| 348,377 50 | Disbursed on account of Union Steamboat Company in liquidation of its affairs and in building or acquiring additional property. |
| 111,241 84 | Liquidating Receivership New York, Lake Erie & Western Railroad Company. |

$30,437,216 62 New Construction.
44,740,648 62 New Equipment.

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$77,889,963 76

Your Company has expended from current cash for construction and equipment purposes from December 1, 1895, to June 30, 1914, $32,413,254.10, for which it is or will be entitled to be reimbursed from the sale of either Erie Railroad Company General Lien Bonds or Erie Railroad Company Convertible Bonds.

The amount shown as expended for "New Equipment" includes payments aggregating $18,233,086.33 for cars and locomotives covered by equipment trusts.

## GENERAL REMARKS.

Additions and Betterments to the property and equipment of the Company, aggregating $14,475,703.33, have been made during the year, as per tables shown.

On March 2, 1914, special promissory notes for $5,000,000, due October 1, 1914, were issued to cover amounts theretofore expended from current funds for construction purposes.

On April 8, 1914, the Company's notes aggregating $15,000,000 matured, of which $500,000 were retired, the balance being paid from the proceeds of $13,500,000 Collateral Gold Notes maturing April 1, 1917, and a special note for $1,000,000, maturing October 1, 1914.

The special notes, $5,000,000 and $1,000,000 mentioned above, have been renewed on favorable terms to March 1, 1915, and the Company's three-year Collateral Gold Notes, $4,550,000, due October 1, 1914, have been renewed for one year.

The double tracking, grade reductions and changes of alignment between Marion, Ohio, and Lomax, Ind., is completed, with the exception of about two miles near Laketon, Ind., and four miles near Akron, Ind., the completion of the work at these two points having

been deferred in February, 1914. It is expected that the uncompleted portion will be finished by January, 1915.

With the completion of the work between Lomax and Griffith, Ind., for which surveys have been made, the double tracking of the Chicago & Erie Railroad will be accomplished.

The double tracking, grade reductions and changes of alignment on the Meadville Division between Red House and Steamburg, N. Y., and between Corry and Meadville, Pa., has been completed.

There were added to the floating equipment of the Company in New York Harbor one tug, one steam barge, thirty covered barges, two open barges, and one steel and two wooden car floats.

During the year thirty-five hundred box cars, five hundred drop-end gondolas, fifteen hundred hopper bottom gondolas, sixty locomotives, and twenty-five express cars were added to the equipment.

Grade crossings have been eliminated at Narrowsburg, Barton, East First Street, Corning, Columbia Street, Corning, Main Street, Buffalo, Delaware Avenue, Buffalo, Collins and Gowanda, N. Y.

The work of eliminating grade crossings at Nanuet, Otisville, Military Road, Buffalo, and Jamestown, N. Y., is in progress.

The Interstate Commerce Commission's order denying the application of the railroads for a five per cent. increase in freight rates resulted in further stagnating the business of your Company and the country. Attention is called to the minority report of the Commission. The carriers' application for a rehearing having been granted, it is hoped that a modification of the order may be obtained, which will furnish a substantial increase in revenues.

To avoid the so-called interlocking directorate feature involved, Messrs. H. P. Davison, James J. Goodwin, Robert S. Lovett, Charles A. Peabody and Charles

Steele resigned as Directors of your Company. Messrs. Dwight W. Morrow and Albert H. Wiggin were elected to the Board. Since the close of the fiscal year Mr. Dwight W. Morrow resigned and Mr. Gates W. McGarrah was elected to the Board.

Mr. D. W. Cooke was elected Vice-President and General Traffic Manager on January 28, 1914.

Mr. A. J. Stone was elected Vice-President and General Manager on July 1, 1914.

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Mr. John C. Stuart, late Vice-President in charge of Operation, died March 4, 1914. He was a valued officer and had rendered your Company intelligent and loyal service for many years.

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$28,297,226.76, equivalent to 61.04 per cent. of the Total Operating Expenses, was paid by the Company direct to labor, being distributed among 38,782 employes.

The efficient services of the officers and employes are hereby acknowledged.

By order of the Board,

Respectfully submitted,

F. D. UNDERWOOD,
President.

Table 2.

INCOME STATEMENT (ENTIRE SYSTEM) FOR THE YEAR ENDING JUNE 30, 1914.

| | | |
|---|---|---|
| OPERATING EXPENSES— | | |
| RAIL OPERATIONS. | | |
| Maintenance of Way and Structures | $6,998,746 35 | |
| Maintenance of Equipment | 11,314,881 41 | |
| Traffic Expenses | 1,516,896 70 | |
| Transportation Expens's | 21,523,448 44 | |
| General Expenses | 1,481,375 06 | |
| | | $42,835,347 96 |

*Exhibit R-123.*

| | | |
|---|---|---|
| OUTSIDE OPERATIONS. | | |
| Water Routes | $2,637,453 03 | |
| Coal Storage and Shipping Plants | 192,557 25 | |
| Miscellaneous | 692,921 99 | $3,522,932 27 |
| Total Operating Expenses | | $46,358,280 23 |
| Taxes | | 1,865,726 74 |
| Total Operating Expenses and Taxes | | $48,224,006 97 |
| DEDUCTIONS— | | |
| Lease of Other Roads (See Table No. 7) | $2,226,702 18 | |
| Hire of Equipment (Balance) | 49,134 49 | |
| Joint Facility Rent | 777,228 60 | |
| Miscellaneous Rent | 761,322 97 | |
| Interest on Funded Debt: | | |
| Bonds (See Table No. 5) | 7,729,358 00 | |
| Collateral Gold Notes | 1,492,291 67 | |
| Serial 5% Gold Notes | 17,625 00 | |
| Equipment Trusts | 760,366 98 | |
| Mortgages | 21,541 65 | |
| Construction Obligations | 16,949 32 | |
| Interest on Unfunded Debt | 211,959 00 | |
| Miscellaneous | 124,767 13 | |
| Total Deductions | | 14,189,246 99 |
| Net Income | | 1,422,975 20 |
| | | $63,836,229 16 |
| Net Income for Year | | $1,422,975 20 |

*Exhibit R-123.*

| | | |
|---|---|---|
| Appropriated to Sinking and Other Reserve Funds | $760,709 33 | |
| Appropriated for Additions and Betterments | 502,742 77 | $1,263,452 10 |
| Balance for Year Transferred to Credit of Profit and Loss | | $159,523 10 |

OPERATING REVENUE—

RAIL OPERATIONS.

| | | |
|---|---|---|
| Merchandise | $26,770,218 39 | |
| Coal | 16,009,359 51 | |
| Passenger | 10,248,572 08 | |
| Mail | 453,963 63 | |
| Express | 1,651,772 88 | |
| Milk | 985,664 98 | |
| Miscellaneous | 1,685,262 17 | |
| | | $57,804,813 64 |

OUTSIDE OPERATIONS.

| | | |
|---|---|---|
| Water Routes | $2,180,549 11 | |
| Coal Storage and Shipping Plants | 347,516 25 | |
| Miscellaneous | 650,695 90 | 3,178,761 26 |
| Gross Operating Revenue | | $60,983,574 90 |

OTHER INCOME—

| | | |
|---|---|---|
| From Lease of Road | $21,033 87 | |
| Joint Facility Rent | 683,521 50 | |
| Miscellaneous Rent | 133,436 62 | |
| Separately Operated Properties—Profit | 213,131 01 | |
| Dividend Income | 800,320 50 | |
| Interest on Funded Securities | 572,735 44 | |

*Exhibit R-123.*

OTHER INCOME—(Continued).

| | | |
|---|---|---|
| Interest on Unfunded Securities & Accounts | $424,453 14 | |
| Release of Premiums on Funded Debt ..... | 4,022 18 | |
| Total Other Income..... | | $2,852,654 26 |
| | | $63,836,229 16 |

PROFIT AND LOSS STATEMENT, YEAR ENDING JUNE 30, 1914.

TABLE 3.

DEBITS:

| | | |
|---|---|---|
| Debt Discount Extinguished through Surplus ..... | $379,250 00 | |
| Loss on Retired Road and Equipment..... | 553,296 82 | |
| Delayed Income Debits | 188,149 55 | |
| Miscellaneous Debits... | 107,976 24 | |
| | | $1,228,672 61 |
| Balance Credit June 30, 1914, carried to General Balance Sheet..... | | 31,818,915 67 |
| | | $33,047,588 28 |

CREDITS:

| | | |
|---|---|---|
| Balance June 30, 1913..... | | $31,889,199 06 |
| Balance Transferred from Income Account ..... | $159,523 10 | |
| Delayed Income Credits | 125,718 50 | |
| Miscellaneous Credits.. | 873,147 62 | |
| | | 1,158,389 22 |
| | | $33,047,588 28 |

Table 5.

## BONDED DEBT AND INTEREST FOR THE YEAR ENDING JUNE 30, 1914.

### Entire System, exclusive of "Leased Lines" shown in Table No. 7.

| | Principal. | Date of Maturity. | Rate. | Interest. Due. | Amount. |
|---|---|---|---|---|---|
| New York and Erie Railroad Company First Mortgage Bonds.... | $2,482,000 | May 1, 1947..... | 4% Currency. | May and November.... | $99,280 |
| New York and Erie Railroad Company Second Mortgage Bonds.. | 2,149,000 | September 1, 1919 | 5% Gold..... | March and September. | 107,450 |
| New York and Erie Railroad Company Third Mortgage Bonds.... | 4,617,000 | March 1, 1923... | 4½% Gold... | March and September. | 207,765 |
| New York and Erie Railroad Company Fourth Mortgage Bonds... | 2,926,000 | October 1, 1920.. | 5% Gold..... | April and October..... | 146,300 |
| New York and Erie Railroad Company Fifth Mortgage Bonds... | 709,500 | June 1, 1928..... | 4% Gold..... | June and December.... | 28,380 |
| Buffalo, New York and Erie Railroad Company First Mortgage Renewal Bonds ..... | 2,380,000 | June 1, 1916..... | 7% Currency. | June and December.... | 166,600 |
| Buffalo Branch Mortgage Bonds.... | 182,400 | July 1, 1931..... | 4% Gold..... | January and July..... | 7,296 |
| Erie Railway Company First Consolidated Mortgage Bonds..... | 16,891,000 | September 1, 1920 | 7% Gold..... | March and September. | 1,182,370 |
| New York, Lake Erie and Western Railroad Company First Consolidated Mortgage Coupon Bonds. | 3,699,500 | September 1, 1920 | 7% Gold..... | March and September. | 258,965 |

## Exhibit R-123 (Continued).

| | | | | | |
|---|---|---|---|---|---|
| Buffalo and Southwestern Railroad Company First Mortgage Bonds | 1,500,000 | July 1, 1918..... | 5% Gold..... | January and July..... | 75,000 |
| Newburgh and New York Railway Company First Mortgage Bonds. | 250,000 | January 1, 1929.. | 5% Gold..... | January and July..... | 12,500 |
| Erie Railroad Company Prior Lien Bonds ..... | 35,000,000 | January 1, 1996.. | 4% Gold..... | January and July..... | 1,400,000 |
| Erie Railroad Company General Lien Bonds ..... | 51,724,000A | January 1, 1996.. | 4% Gold..... | January and July..... | 1,435,400 |
| Erie Railroad Company Pennsylvania Collateral 4 per cent. Gold Bonds | 34,000,000B | February 1, 1951. | 4% Gold..... | February and August.. | 1,091,552 |
| Erie Railroad Company 4 per cent. Convertible 50-year Gold Bonds. | 32,000,000C | April 1, 1953.... | 4% Gold..... | April and October..... | 840,600 |
| Erie Railroad Company, Buffalo and Southwestern Division, Second Lien 5 per cent. Gold Bonds.... | 1,000,000 | July 1, 1918..... | 5% Gold..... | January and July..... | 50,000 |
| Chicago and Erie Railroad Company First Mortgage Gold Bonds.... | 12,000,000 | May 1, 1982..... | 5% Gold..... | May and November... | 600,000 |
| Chicago and Atlantic Railway Company Terminal Bonds ..... | 300,000 | July 1, 1918..... | 5% Gold..... | January and July..... | 15,000 |
| Chicago and Erie Railroad Company non-cumulative 5 per cent. Income Bonds outstanding ..... | ..... | ..... | ..... | ..... | 4,900 |
| TOTAL, | $203,810,400 | ..... | ..... | ..... | $7,729,358 |

BONDS OWNED BY COMPANY:

A $15,839,000 Pledged.
B 6,863,000 In Sinking Fund.
C 10,985,000 Pledged.

Table 6. Exhibit R-123 (Continued).

## BONDED DEBT OF LEASED LINES FOR THE YEAR ENDING JUNE 30, 1914

### Interest on which is paid by Erie Railroad Company and included in Rentals shown in Table No. 7.

| | Principal. | Date of Maturity. | Rate. | Interest. Due. | Amount. |
|---|---|---|---|---|---|
| Long Dock Company Bonds..... | $7,500,000 | October 1, 1935.. | 6% Gold..... | April and October.... | $450,000 00 |
| New York, Lake Erie and Western Docks and Improvement Company Bonds ..... | 3,396,000 | July 1, 1943..... | 5% Gold ..... | January and July..... | 169,800 00 |
| New York and Greenwood Lake Railway Company Prior Lien Bonds ..... | 1,471,900 | May 1, 1946..... | 5% Gold ..... | May and November.. | 73,595 00 |
| Northern Railroad Company of New Jersey First Mortgage Bonds... | 654,000 | July 1, 1917..... | 6% Currency... | January and July..... | 39,240 00 |
| Northern Railroad Company of New Jersey General Mortgage Bonds | 154,000 | January 1, 2000.. | 4½% Gold..... | January and July..... | 6,930 00 |
| Bergen County Railroad Company Bonds ..... | 200,000 | April 1, 1921..... | 5% Gold..... | April and October.... | 10,000 00 |
| Middletown and Crawford Railroad Company Bonds ..... | 66,000 | April 1, 1921..... | 4½% Gold..... | April and October.... | 2,970 00 |
| Jefferson Railroad Company Bonds.. | 2,800,000 | April 1, 1919..... | 5% Gold..... | April and October.... | 140,000 00 |
| Honesdale Branch Railroad Bonds.. | 204,000 | July 1, 1927..... | 4½% Currency. | January and July..... | 9,180 00 |
| Honesdale Branch Railroad Bonds.. | 96,000 | January 1, 1929.. | 6% Gold..... | January and July..... | 5,760 00 |
| Tioga Railroad Company First Mortgage Bonds ..... | 239,500 | November 1, 1915 | 5% Gold..... | May and November.. | 11,975 00 |
| New York, Lake Erie and Western Coal and Railroad Company Bonds ..... | 1,100,000 | May 1, 1922..... | 6% Currency... | May and November.. | 66,000 00 |
| New York, Pennsylvania and Ohio Railroad Company Prior Lien Bonds ..... | 8,000,000 | March 1, 1935... | 4½% Gold..... | March and September | 360,000 00 |
| TOTAL, | $25,881,400 | ..... | ..... | ..... | $1,345,450 00 |

*Exhibit R-124.*

## EXHIBIT R. 124.

## ERIE RAILROAD SYSTEM

### Statement showing disposition of profit and loss surplus to June 30, 1914

| | | |
|---|---|---|
| Expended from current cash for liquidating the receivership of the New York, Lake Erie and Western R. R. Co. and for construction and equipment purposes, since December 1, 1895, for which the Company is or will be entitled to be reimbursed from the sale of General Lien and Convertible Bonds as per detailed statement shown on page 13 of annual report to stockholders for the year 1914. | | $32,413,254.10 |
| Proceeds sale of Collateral Gold Notes | | 9,382,081.23 |
| Final payments on N Y P & O Car Trusts for which the Company has received bonds, which are yet unsold. | | 382,698.33 |
| Cost of New Equipment transferred to Cost of Road and Equipment from Replacement Account in 1910 (not included in first item). | $4,756,051.16 | |
| Less outstanding balances on Equipment Trusts H & K | 374,000.00 | 4,382,051.16 |
| Discount on General Lien Bonds taken at par for construction puposes. | | 436,615.58 |
| Buffalo, Rochester & Pittsburgh RR Notes paid, | | 127,000.00 |
| Invested in Securities (list attached) | | 14,924,621.68 |
| Invested in material in excess of amount December 1, 1895. | | 4,704,682.24 |
| Cash, | | 6,297,438.51 |
| Due from Agents and Conductors, | | 1,351,572.20 |
| Miscellaneous Accounts Receivable | | 2,649,763.23 |
| Advances, | | |
| Penhorn Creek R. R. Co., | 4,009,437.65 | |
| Other Affiliated Companies | 3,830,571.17 | 7,840,008.82 |
| Working Funds and Special Deposits, | | 276,832.18 |
| Miscellaneous, | | 317,662.14 |
| | | $85,486,281.40 |
| Less— | | |
| Collateral Gold Notes Outstanding | 34,050,000.00 | |
| Vouchers and Wages Unpaid | 4,374,590.95 | |
| Interest and Rents Unpaid | 4,403,513.30 | |
| Reserve for Accrued Depreciation on Equipment. | 8,062,300.35 | |
| Miscellaneous | 2,721,687.42 | 53,612,092.02 |
| | | $31,874,189.38 |
| Profit and Loss Balance June 30th 1914 | | $31,818,915.67 |

R.
9-21-14.

*Exhibit R-124.*

## ERIE RAILROAD SYSTEM

List of securities making up the item of $14,924,-621.68 on the analysis of surplus statement, June 30th, 1914.

| | Book Value |
|---|---|
| Stocks— | |
| Akron and Barberton Belt R. R. | $28,375.00 |
| Columbus and Erie R R | 130,000.00 |
| Erie Land and Improvement Co. | 1,184.93 |
| Eriton Railroad | 10,000.00 |
| Erie Terminals Railroad | 60,000.00 |
| Genesee River Railroad | 350,000.00 |
| Lehigh and Hudson River Railroad | 123,956.00 |
| Mutual Terminal Co. of Buffalo, | 26,826.87 |
| New Jersey and New York Railroad | 3,197.75 |
| New York, Susquehanna and Western RR Co. Common and Preferred. | 72,729.06 |
| New York and Greenwood Lake Railway | 7,069.51 |
| Temple Iron Company | 145,700.00 |
| Weehawken Stock Yard Company | 7,900.00 |
| Industrial Center Land Company | 1,000.00 |
| Bonds— | |
| Bath and Hammondsport Railroad | 100,000.00 |
| Chicago and Western Indiana Railroad | 70,000.00 |
| Lake Keuka Navigation Company | 6,000.00 |
| New York and Greenwood Lake Railway | 90,807.56 |
| Erie and Jersey Railroad | 6,843,000.00 |
| Genesee River Railroad | 5,550,000.00 |
| Akron and Barberton Belt Railroad | 10,000.00 |
| Elmira, Corning and Waverly Railroad | 686,875.00 |
| Notes— | |
| Erie Terminals Railroad Company | 600,000.00 |
| | $14,924,621.68 |

R.
9-21-14.

## EXHIBIT R-125.

Statement Showing Increased Expense to Erie Railroad Company, Including the New Jersey & New York R. R. Co., New York, Susquehanna & Western R. R. Co. and The Wilkes-Barre & Eastern Railroad Company, Resulting from the Operation of Full Crew Laws in the States of New York, New Jersey and Pennsylvania.
For the Months of September 1913 to March 1914, inclusive, for the State of New York; July 1913 to March 1914, inclusive, for the States of New Jersey and Pennsylvania; with Estimates for the Full Year.

### NEW YORK

| | New York | | Northern R. R. | | Delaware | | Susquehanna | | Rochester | | Buffalo | | Allegheny | | Meadville | | Total Erie | | N. J. & N. Y. | | Total Including NJ. & NY. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. |
| September 1913 | $539.00 | $187.00 | $3.00 | ..... | $2,733.21 | $353.41 | $3,361.12 | $465.39 | $282.74 | $262.17 | $1,931.85 | $681.87 | $1,411.68 | $449.97 | $804.87 | $161.26 | $11,067.47 | $2,561.07 | $14.00 | $65.00 | $11,081.47 | $2,626.07 |
| October | 1,485.00 | 196.00 | 28.00 | ..... | 2,766.94 | 243.60 | 3,796.90 | 441.96 | 277.54 | 335.33 | 1,821.49 | 826.78 | 1,447.02 | 613.47 | 805.37 | 134.74 | 12,428.26 | 2,791.88 | 204.00 | 72.00 | 12,632.26 | 2,863.88 |
| November | 1,581.00 | 192.00 | 23.00 | ..... | 2,660.03 | 336.45 | 3,609.82 | 386.28 | 241.01 | 330.50 | 2,078.28 | 769.65 | 1,697.59 | 476.42 | 1,090.26 | 161.45 | 12,980.99 | 2,652.75 | 54.00 | 69.00 | 13,034.99 | 2,721.75 |
| December | 1,594.00 | 198.00 | 32.00 | ..... | 2,504.42 | 546.49 | 3,480.10 | 442.24 | 188.04 | 533.93 | 1,924.02 | 765.69 | 1,569.20 | 443.94 | 1,082.44 | 191.56 | 12,374.22 | 3,121.85 | 61.00 | 74.00 | 12,435.22 | 3,195.85 |
| January 1914 | 1,602.00 | 196.00 | 32.00 | ..... | 2,452.39 | 525.51 | 3,443.34 | 424.96 | 208.86 | 284.61 | 1,688.41 | 744.00 | 1,729.70 | 419.98 | 1,086.12 | 166.23 | 12,242.82 | 2,761.29 | 65.00 | 73.00 | 12,307.82 | 2,834.29 |
| February | 1,592.00 | 191.00 | 32.00 | ..... | 2,208.25 | 535.51 | 3,193.11 | 375.36 | 163.71 | 205.79 | 1,568.70 | 688.79 | 1,675.51 | 242.70 | 712.07 | 150.60 | 11,145.35 | 2,389.75 | 63.00 | 68.00 | 11,208.35 | 2,457.75 |
| March | 1,608.00 | 197.00 | 32.00 | ..... | 2,499.24 | 643.05 | 3,448.59 | 431.07 | 207.77 | 48.72 | 1,713.08 | 743.89 | 1,757.44 | 250.78 | 978.73 | 166.33 | 12,244.85 | 2,481.84 | 67.00 | 75.00 | 12,311.85 | 2,556.84 |
| Totals, | $10,001.00 | $1,357.00 | $182.00 | ..... | $17,824.48 | $3,184.02 | $24,332.98 | $2,967.26 | $1,569.67 | $2,002.05 | $12,725.83 | $5,220.67 | $11,288.14 | $2,897.26 | $6,559.86 | $1,132.17 | $84,483.96 | $18,760.43 | $528.00 | $496.00 | $85,011.96 | $19,256.43 |

### NEW JERSEY

| | New York | | Northern R. R. | | Greenwood Lake | | Total Erie | | N. J. & N. Y. | | N. Y. S. & W. | | Total Including NJ & NY & NYS & W | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. |
| July 1913 | $870.00 | $1,279.03 | $81.97 | $58.65 | $138.00 | $229.00 | $1,089.97 | $1,566.68 | $94.00 | $235.00 | $218.11 | $93.86 | $1,402.08 | $1,895.54 |
| Aug. | 872.18 | 1,283.46 | 84.62 | 58..43 | 139.10 | 227.86 | 1,095.90 | 1,569.75 | 93.29 | 236.10 | 214.81 | 105.13 | 1,404.00 | 1,910.98 |
| Sept. | 291.00 | 884.00 | 49.00 | 19.05 | 123.00 | 205.00 | 463.00 | 1,108.05 | 78.00 | 171.00 | 202.77 | 78.80 | 743.77 | 1,357.85 |
| Oct. | 843.00 | 892.00 | 89.00 | 21.00 | 256.00 | 212.00 | 1,188.00 | 1,125.00 | 107.00 | 178.00 | 295.51 | 150.26 | 1,590.51 | 1,453.26 |
| Nov. | 962.00 | 887.00 | 42.00 | 19.00 | 203.00 | 209.00 | 1,207.00 | 1,115.00 | 85.00 | 176.00 | 302.83 | 101.25 | 1,594.83 | 1,392.25 |
| Dec. | 971.00 | 889.00 | 54.00 | 24.00 | 236.00 | 211.00 | 1,261.00 | 1,124.00 | 92.00 | 180.00 | 305.02 | 104.07 | 1,658.02 | 1,408.07 |
| Jan. 1914 | 968.00 | 883.00 | 55.00 | 25.00 | 235.00 | 207.00 | 1,258.00 | 1,115.00 | 90.00 | 183.00 | 242.49 | 102.90 | 1,590.49 | 1,400.90 |
| Feb. | 952.00 | 867.00 | 51.00 | 25.00 | 229.00 | 196.00 | 1,232.00 | 1,088.00 | 83.00 | 179.00 | 296.39 | 76.60 | 1,611.39 | 1,343.60 |
| March | 971.00 | 887.00 | 55.00 | 25.00 | 238.00 | 210.00 | 1,264.00 | 1,122.00 | 92.00 | 186.00 | 379.63 | 76.34 | 1,735.63 | 1,384.34 |
| Totals, | $7,700.18 | $8,751.49 | $561.59 | $275.13 | $1,797.10 | $1,906.86 | $10,058.87 | $10,933.48 | $814.29 | $1,724.10 | $2,457.56 | $889.21 | $13,330.72 | $13,546.79 |

### PENNSYLVANIA

| | Wyoming | | Jefferson | | Susq. (N. Y. Cent.) | | Tioga | | Bradford | | Meadville | | Mahoning | | Total Erie | | New York, Susq. & Western | | Total Including N. Y. S. & W. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. | Frt. | Pass. |
| July 1913 | $520.95<br>479.08 | $79.05<br>17.23 | $634.59 | ..... | $34.85 | ..... | $55.24 | ..... | $748.17 | ..... | $2,955.09 | $656.91 | $20.20 | ..... | $5,448.17 | $753.19 | $67.86 | ..... | $5,516.03 | $753.19 |
| August | 516.96<br>490.44 | 79.05<br>17.67 | 669.46 | ..... | 27.59 | ..... | 64.29 | ..... | 667.15 | ..... | 3,045.42 | 769.28 | 52.20 | ..... | 5,533.49 | 866.00 | 66.79 | ..... | 5,600.28 | 866.00 |
| September | 459.92<br>465.48 | 76.50<br>9.70 | 590.28 | ..... | 84.80 | ..... | 47.76 | $32.22 | 896.13 | ..... | 2,482.48 | 477.84 | 10.02 | ..... | 5,036.87 | 596.26 | 42.79 | ..... | 5,079.66 | 596.26 |
| October | 588.20<br>505.92 | 76.50<br>..... | 666.39 | ..... | 100.19 | ..... | 64.93 | ..... | 957.70 | ..... | 2,797.01 | 424.39 | 18.12 | ..... | 5,698.46 | 500.89 | 63.04 | ..... | 5,761.50 | 500.89 |
| November | 588.52<br>535.75 | 76.50<br>4.53 | 525.89 | ..... | 151.40 | ..... | 59.01 | ..... | 745.70 | ..... | 2,875.20 | 473.76 | 14.18 | ..... | 5,495.65 | 554.79 | ..... | ..... | 5,495.65 | 554.79 |
| December | 690.55<br>597.06 | 79.05<br>6.10 | 509.29 | ..... | 159.50 | ..... | 53.03 | ..... | 656.26 | ..... | 2,698.04 | 682.66 | ..... | ..... | 5,373.73 | 767.81 | ..... | ..... | 5,373.73 | 767.81 |
| January 1914 | 680.21<br>645.36 | 79.05<br>3.12 | 475.82 | ..... | 185.81 | ..... | 76.25 | ..... | 738.49 | ..... | 2,889.95 | 492.89 | 74.88 | ..... | 5,766.77 | 575.06 | ..... | ..... | 5,766.77 | 575.06 |
| February | 555.92<br>514.06 | 71.40<br>..... | 459.03 | ..... | 186.70 | ..... | 57.86 | ..... | 694.22 | ..... | 2,052.40 | 446.12 | 19.43 | ..... | 4,539.62 | 517.52 | ..... | ..... | 4,539.62 | 517.52 |
| March | 580.79<br>626.50 | 79.05<br>..... | 585.73 | ..... | 209.14 | ..... | 75.92 | ..... | 913.25 | ..... | 2,890.75 | 492.99 | 54.74 | ..... | 5,936.82 | 572.04 | ..... | ..... | 5,936.82 | 572.04 |
| Totals, | $10,041.67 | $754.50 | $5,116.48 | ..... | $1,149.98 | ..... | $554.29 | $32.22 | $7,017.05 | ..... | $24,686.34 | $4,916.84 | $263.77 | ..... | $48,829.58 | $5,703.56 | $240.48 | ..... | $49,070.06 | $5,703.56 |

### RECAPITULATION

| | NEW YORK | | NEW JERSEY | | PENNSYLVANIA | | |
|---|---|---|---|---|---|---|---|
| | Seven Months September, 1913, to March, 1914, inclusive | Full Year | Nine Months July, 1913, to March, 1914, inclusive | Full Year | Nine Months July, 1913, to March, 1914, inclusive | Full Year | Total Full Year |
| Erie R. R., N. Y. S. & W. R. R. and N. J. & N. Y. R. R. | $104,268.39 | $178,745.81 | $26,877.51 | $35,036.68 | $54,773.62 | $73,031.49 | $287,613.98 |
| Erie R. R. Co. only | $103,244.39 | $176,990.38 | $20,992.35 | $27,989.80 | $54,533.14 | $72,710.85 | $277,691.03 |

N. Y. 4.23.14

*Exhibit R-126.*

## EXHIBIT R-126.

### ERIE RAILROAD COMPANY.

Statement Showing Amounts Included in Income Account of Erie Railroad Company, Derived from Pennsylvania Coal Company as Dividends for Years Ending June 30th.

| Years | Received by Erie R. R. Co. as sole Stockholder as a distribution from surplus available for Dividends. | Received by Erie R. R. Co. as Dividends |
|---|---|---|
| 1905 | $2,275,846.94 | |
| 1906 | 1,562,636.20 | |
| 1907 | 1,619,169.15 | |
| 1908 | 1,647,117.57 | |
| 1909 | | $1,034,571.93 |
| 1910 | | 1,958,497.31 |
| 1911 | | 1,500,000.00 |
| 1912 | | 1,500,000.00 |
| 1913 | | 2,450,000.00 |
| 1914 | | 500,000.00 |
| Total | $7,104,769.86 | $8,943,069.24 |
| Average four years 1905-1908 Inclusive | | $1,776,192.46 |
| Average ten years 1905-1914 Inclusive | | $1,604,783.91 |

NY 10-30-14
V

*Exhibit R-127.*

## EXHIBIT R-127.

Memorandum showing basis of estimate of additional revenue to be secured by the Erie R. R. Co. on account of advance in price of mileage books.

The number of mileage books issued and the value of the coupons collected during the year ended June 30, 1914, are as follows:

| Kind | No. of Books Sold | Value of Mileage Coupons Collected |
|---|---|---|
| Trunk Lines | 13,393 | $236,668.90 |
| New York State | 1,292 | 24,861.30 |
| Form "C" | 6,513 | 129,210.90 |
| | 21,198 | $390,741.10 |

Proposed increase 12½%

12½% of $390,741.10 $48,842.64

Based on the above calculations the Erie R. R. Co. advised the Trunk Line Association that we estimated the proposed increase would amount to approximately $50,000 to the Erie R. R. Co., and it is our understanding that this item was used in making up the total of all railroads, which was said to be ten millions of dollars.

This is on the assumption that there would be used in the future the same amount of mileage strips or coupons as were used in the year 1914, and does not take into consideration the fact that due to an increase in price a large number of people might change the form of transportation which they would use.

The Erie R. R. Co. has not yet decided to advance its rate for mileage books in the C. P. A. Territory, which is that part of our line west of Salamanca and Buffalo, although the Trunk Line books are also good for passage in C. P. A. Territory on the Erie R. R. as far as Youngstown, Ohio.

10.30.14.

## EXHIBIT R-128.

### Expenditures, Additions and Betterments—Road 1906 to 1914 inclusive.

| | Capital | Income | Total |
|---|---|---|---|
| Right of way and station grounds | $2,798,817. | $54,613. | $2,853,430. |
| Grade reduction and changing line | 830,076. | 51,175. | 881,251. |
| Bridges, trestles and culverts | 221,720. | 1,054,877. | 1,276,597. |
| Additional tracks and sidings | 13,806,066. | 1,472,747. | 15,278,813. |
| Elimination of grade crossings | 2,472,142. | 198,171. | 2,670,313. |
| Interlocking and signal apparatus | 958,557. | 666,505. | 1,625,062. |
| Telephone and Telegraph lines | 13,998. | 262,316. | 276,314. |
| Yards, stations and buildings | 2,276,436. | 1,599,863. | 3,876,299. |
| Shop, Machinery and tools | 1,089,758. | 327,571. | 1,417,329. |
| Water and fuel stations | 69,218. | 106,963. | 176,181. |
| Grain elevator and storage warehouses | 409,603. | 303,240. | 712,843. |
| Dock and wharf properties | 807,270. | 456,606. | 1,263,876. |
| Electric power transmission | 248,662. | 27,354. | 276,016. |
| Tunnel improvement | 38,444. | | 38,444. |
| Miscellaneous | 129,641. | 115,334. | 244,975. |
| Shops and enginehouses | | 190,010. | 190,010. |
| Terminal yards | | 44,915. | 44,915. |
| Increased weight of rail | | 616,165. | 616,165. |
| Improved frogs and switches and track fastenings | | 323,080. | 323,080. |
| Additional ballast | | 1,132,303. | 1,132,303. |
| Track fastenings and appurtenances | | 370,804. | 370,804. |
| Erie & Jersey Railroad | 7,482,550. | | 7,482,550. |
| Genesee River Railroad | 6,737,586. | | 6,737,586. |
| Erie Terminals Railroad | 977,711. | | 977,711. |
| Columbus & Erie Railroad | 701,562. | | 701,562. |
| Penhorn Creek Railroad | 4,282,610. | | 4,282,610. |
| Total | $46,352,427. | $9,374,612. | $55,727,039. |

## EXHIBIT R-129.

### APPROXIMATE ESTIMATE OF COST OF CONSTRUCTION EXPENDITURES WHICH SHOULD BE MADE WITHIN FIVE YEARS.

### COMPLETION OF DOUBLE TRACKING WITH ATTENDANT GRADE REDUCTION.

| | |
|---|---|
| M. P. 401 to CY Tower, Allegheny Division | $514,000 |
| Steamburg to Jamestown | 2,600,000 |
| Buchanan Junction to Shenango | 1,204,000 |
| Pymatuning Junction to Youngstown | 300,000 |
| Completion of work Marion to Lomax | 651,000 |
| Lomax to Griffith | 2,051,000 |
| Ferrona Branch | 386,000 |
| Penna. Detour Belfast, N. Y. | 100,000 |
| | $7,806,000 |

*Exhibit R-129.*

ADDITIONAL TRACKS AND GRADE REDUCTION NECESSARY IN ADDITION TO THE ABOVE.

| | |
|---|---|
| Penhorn Creek tangent line | $70,000 |
| Grade reduction and 2 additional tracks Croxton to Suffern | 3,560,000 |
| Grade reduction and 2 additional tracks Suffern to Newburgh Junction | 2,500,000 |
| Jamestown to Lakewood, Grade reduction | 100,000 |
| Columbus to Concord, Grade reduction | 900,000 |
| Cereal Belt Line, Akron, O. | 379,000 |
| Youngstown to Cleveland, Grade Reduction | 4,769,000 |
| Binghamton to Union, 3rd and 4th tracks | 300,000 |
| Youngstown, O., Double tracking Canal Branch | 40,000 |
| Belt Line at Franklin, Pa. | 14,000 |
| | $12,632,000 |

EXTENSION TO YARDS AND TERMINAL FACILITIES AT DIVISION POINTS.

| | |
|---|---|
| Additional facilities at Kent, Ohio | $36,000 |
| Yard Extension at Port Jervis, N. Y. | 100,000 |
| " " " Meadville, Pa. | 200,000 |
| " " " Marion, O. | 100,000 |
| " " " Huntington, Ind. | 150,000 |
| " " " Hammond, Ind. | 200,000 |
| " " " Highlands & Coal Storage Plant | 350,000 |
| Flood Protection at Meadville yard and shops | 157,000 |
| | $1,293,000 |

NECESSARY TERMINAL IMPROVEMENTS.

| | |
|---|---|
| Revision of Jersey City Terminal, including new office bldg. | $6,000,000 |
| Weehawken Terminal Revision | 4,000,000 |
| New Mill, Long Dock | 42,000 |
| Duane St. Improvement | 500,000 |
| 28th St. Storage Warehouse | 1,190,000 |
| Harlem Terminal (150th St.) | 200,000 |
| Bulkhead Shed Pier 7, East River | 10,000 |
| Pier 36, East River | 170,000 |
| Pier 67, North River | 150,000 |
| Grain Elevator, Buffalo | 250,000 |
| Dock, Buffalo River (Required by ordinance) | 95,000 |
| Coal Docks, Buffalo | 350,000 |
| Additional Coal Unloader, Cleveland | 300,000 |
| Rebuilding bulkhead, Cleveland | 150,000 |
| Webster Ave. yards, Chicago, 1 mile up on North Branch | 100,000 |
| Erie St. yard, Chicago | 107,000 |
| Storage Warehouse at Erie St. yard, Chicago | 500,000 |
| 18th St. Float Bridge, Chicago | 20,000 |
| Engine house, Croxton, N. J. | 335,000 |
| Remodeling lake line station, Buffalo, Ohio, basin | 200,000 |
| Extension of Ore Storage plant at Randall, O. | 72,000 |
| Dunmore, Pa., Engine Terminal | 125,000 |
| | $14,866,000 |

*Exhibit R-129.*

## BRIDGES AND BUILDINGS.

| | |
|---|---|
| Bridge 383.27 (Old 30) Rochester Division | $76,825 |
| Bridge 12.98, Niagara Balls Br. | 200,000 |
| Bridge 5.49, Newark Branch Drawbridge | 235,000 |
| Bridge 13.73 and 15.11 Tioga Division | 160,000 |
| Bridge 17.40 Piermont Br. | 30,000 |
| Bridge 0.60 Niles and Lisbon Br. | 27,300 |
| Bridge 7.14 New York Division (balance to complete) | 14,000 |
| Bridge 192.16 Delaware Division | 160,233 |
| Bridge 3, Jefferson Divn. | 30,000 |
| Bridge Program for 1913 & 1914 in addition to above | 438,000 |
| Bridge program for 1914-1915 | 603,100 |
| Yearly general bridge renewal, 250,000 per annum for three years | 750,000 |
| Yearly station renewal, average $100,000 per annum for five years | 500,000 |
| New freight station at Akron, O. | 233,000 |
| | $3,457,458 |

NOTE: Authorized expenditures on bridge renewals being done this year $613,458.

## AUTOMATIC SIGNALS AND INTERLOCKING.

| | |
|---|---|
| Completing Mahoning Division | $50,000 |
| Completing C. & E. Divn. | 120,000 |
| Completing Meadville Divn. from Leavittsburgh to Kent | 42,700 |
| Allegheny Divn. | 200,000 |
| Meadville Divn. Salamanca to Pymatuning | 162,000 |
| C. & E. Divn. Lomax to Griffith | 43,000 |
| Interlocking at S.J. Tower, Lima, O. | 12,000 |
| Interlocking at North Judson, Ind. | 15,000 |
| Interlocking at Leavittsburgh | 12,000 |
| Distant Signals on Greenwood Lake, Rochester & Allegheny Divns. | 13,000 |
| | $669,700 |

## ERIE RAILROAD'S PROPORTION OF COST OF ELIMINATING GRADE CROSSINGS COVERED BY EXISTING AGREEMENTS, ORDERS OF COURTS AND COMMISSIONS.

| | | |
|---|---|---|
| Jamestown, N. Y. (3) | | $385,000 |
| Youngstown, General (10) | | 1,730,000 |
| Union Avenue, Cleveland | | 98,000 |
| Buffalo, General. | | |
| Main St. | $24,000 | |
| Delaware Ave. | 7,000 | |
| Military Road, under construct. | 59,000 | |
| Walden Ave. " " | 118,000 | |
| Doat St. " " | 78,000 | |
| Genesee St. " " | 73,000 | |
| Amherst & Austin Sts. (3) | 243,000 | |
| Louisiana St. | 152,000 | |
| East Ferry St. | 56,000 | |
| Delevan Ave. | 45,000 | |
| Kensington Ave. | 81,000 | |
| Colvin St. | 52,000 | |
| | | 988,000 |
| East First St. Corning, under construction, to complete | | 13,000 |
| Rivare (2) | | 25,000 |
| Midvale | | 11,000 |

*Exhibit R-129.*

| | |
|---|---|
| Chester, N. Y. | $25,000 |
| Depot St., Mill Village | 15,000 |
| Swartzwood, under construction, to complete | 3,000 |
| Dykes crossing, under construction, to complete | 1,000 |
| Dunmore, Pa., Monroe Ave. | 8,000 |
| Haverstraw | 5,000 |
| | $3,317,000 |

ERIE RAILROAD'S PROPORTION OF COST OF ELIMINATING GRADE CROSSINGS IN REGARD TO WHICH PROCEEDINGS ARE NOW PENDING.

| | |
|---|---|
| Paterson (17) | $3,000,000 |
| Rutherford | 465,000 |
| Huntington (2) | 41,000 |
| Youngstown | |
| Oak St. | 36,000 |
| West Avenue | 32,500 |
| Hubbard Road | 36,500 |
| New Castle | 30,000 |
| Warren | |
| South Todd Avenue | 32,000 |
| North Todd Avenue | 33,000 |
| Pine St. | 13,000 |
| Carbondale | 20,000 |
| Howels (2) | 28,000 |
| | $3,767,000 |

SUMMARY

| | |
|---|---|
| Completion of double track now required and attendant grade reduction | $7,806,000 |
| Additional tracks and grade reduction necessary in addition to above | 12,632,000 |
| Extension of yards and facilities at Division Terminals | 1,293,000 |
| Necessary Terminal Improvements | 14,866,000 |
| Bridges and Buildings | 3,457,458 |
| Signals and Interlocking | 669,700 |
| Grade Crossings covered by existing agreements, orders of courts and commissions | 3,317,000 |
| Grade Crossings in regard to which proceedings are pending | 3,767,000 |
| | $47,808,158 |

Erie Railroad Company,
Office of Supt. of Construction,
New York, N. Y.
Oct. 16, 1914.

*Exhibit R-130.*

EXHIBIT R-130.

ERIE RAILROAD COMPANY.

Office of Principal Asst. Engineer.

New York, October 16, 1914.

Memorandum re Various Improvements

WEEHAWKEN TERMINAL IMPROVEMENT: The revision of Weehawken Terminal consists of the entire remodeling of the yard to increase its capacity and to provide receiving tracks sufficiently long so that incoming trains will not have to be cut at Williow Avenue. It embraces the extension of all the piers to the pier head line and double decking and widening Pier "A," the construction of a new fire-proof covered pier doubled decked, and the construction of two open piers for the handling of our heavy freight. Our present facilities are so small that the freight is only handled at excessive cost.

DUANE STREET IMPROVEMENT: Consists of extending existing piers to the pierhead line, renewing the present timber sheds which were built in 1880 and cutting off piles under timber sheds at low water and erecting pony bents, and putting on new flooring.

PIER NO. 36, EAST RIVER, IMPROVEMENT: Our pier facilities in the East River are inadequate, which results in the crowding of the present Pier No. 7 so that the cost of handling traffic is much greater than it should be. It is proposed to lease from the City Pier No. 36 and, as that is an old structure, we would have to replace it with a modern pier in accordance with the approved plan of the City. The City's present policy is to require the leases to make all improvements.

PIER NO. 67, NORTH RIVER, IMPROVEMENT: It is proposed to extend this pier to the pierhead line and remodel the shed. This is to be done to relieve the

station at 28th Street, as we are handling too much business there now to do it economically.

WEBSTER AVENUE CHICAGO, IMPROVEMENT: This improvement consists of freight and yard on the North Branch of the Chicago River to which freight is to be taken in cars on car floats. The idea is to relieve the congestion of our present freight facilities by establishing sub stations on the Chicago River for freight delivery.

ERIE STREET, CHICAGO, IMPROVEMENT: It is proposed to establish a freight station and yard tracks at Erie Street and Chicago River, for the same reason as at Webster Avenue. In addition, we have now at Erie Street a freight house which is served by our floats but the freight has to be unloaded by hand from the car floats into the house and from there on to teams. By putting in a transfer bridge and tracks as proposed, we will be relieved of 50% of the cost of freight handling at this station.

EIGHTEENTH STREET, CHICAGO, IMPROVEMENT: It is proposed to establish a transfer bridge at 18th Street so that cars can be loaded on car floats at that point from our main tracks for delivery to the various sub stations on the Chicago River. We are at present using the Chicago River & Indiana Railroad's transfer bridge at Robey Street for this purpose. By putting in the 18th Street bridge, we will enable our tugs to do 50% more work and, in addition, save about three hours' delay to all freight handled at Erie Street.

ERIE STREET STORAGE WAREHOUSE: It is proposed to erect a storage warehouse at Erie Street and Chicago River which will serve to relieve congestion at our lake line warehouse and also at 14th Street.

LAKE LINE STATION, BUFFALO, N. Y.: The State of New York proposes to widen the present entrance to

the Ohio Basin from the Buffalo River, as Ohio Basin is to be one of the barge canal ports. This will necessitate rebuilding one of our lake line freight houses and the extension and improvement of the other, as the widening of the canal cuts off part of our westbound house.

W W D

ERIE RAILROAD COMPANY.

Supplementary Memoranda to Memoranda of October 16th, 1914, re Various Improvements.
Office of Principal Assistant Engineer.

New York, October 22, 1914.

REVISION OF JERSEY CITY TERMINAL, INCLUDING NEW OFFICE BUILDING: Revision of Jersey City Terminal consists of the entire remodeling of the yard which is at present badly congested and hardly adequate to handle the present business even with much unnecessary expense. It can be remodeled in such manner as to materially decrease the switching expense and to insure more prompt delivery of freight. Economy can be effected by the construction of an office building for the use of departments which now have their headquarters in New York City. The yard is barely sufficient, as before stated, to take cars of our present business, and we have virtually completed the double tracking of our entire line and have made no terminal arrangements to take care of the increased business which is bound to come. This reason applies to all expenditures in previous memoranda and in these.

NEW MILL AT LONG DOCK, JERSEY CITY: We lease this mill to a Feed Company. It is especially valuable for such purposes on account of its proximity to our grain elevator. The mill is in such bad condition that we will either have to abandon it or renew it within the next five years.

*Exhibit R-130.*

DUANE STREET IMPROVEMENT: This is also necessary because it is probable that the City of New York will order us to put in new foundations under the present wooden sheds and to rebuild the wooden sheds. We hold this pier under a lease which gives the City power to enforce such an order.

28TH STREET STORAGE WAREHOUSE: The construction of this warehouse is necessary because we are unable, with the present facilities, to handle the business consigned to our 28th Street Station. We have now a large storage business there which is overcrowded, and consequently expensive, and we are continually forced to hold freight for this station in our Jersey City yard, which increases the congestion there and consequently increases our expense of operating the yard.

HARLEM RIVER TERMINAL, 150TH STREET: We are at present occupying, jointly with the D L & W R. R., a terminal at 135th Street. We will be forced out of this location shortly on account of the City's program for constructing subways which will so interfere with the operation of this joint yard that the D L & W, which controls it, will only be able to handle their own business there; consequently, we will have to provide a similar station at 150th Street.

BULKHEAD SHED, PIER NO. 7, EAST RIVER: On account of increased business, our present bulkhead shed at Pier No. 7 is inadequate and we are handling the westbound business at that point at an extra cost. The construction of the new bulkhead shed will relieve the situation.

GRAIN ELEVATOR, BUFFALO, N. Y.: Our grain elevator at Buffalo burned down some time since, and it will be necessary, in order to maintain our grain business, to rebuild it in the near future. Conditions in the grain trade have changed so that there is a very lively movement between Buffalo and New York City.

*Exhibit R-130.*

DOCK, BUFFALO RIVER: The City of Buffalo, which has power to issue such orders, has given us an order to renew this dock immediately or they will renew it and collect the cost from us.

COAL DOCKS, BUFFALO: Our present coal docks will not last more than one or two years longer. We ship in the neighborhood of 1,000,000 tons of anthracite coal from this station a year. The station is old and the facilities are antiquated and expensive to operate. A saving of at least 5 cents per ton can be made here by the construction of a modern plant and, if we do not construct this modern plant, we will have to renew the existing coal trestle, which will cost more than to construct a modern plant.

ADDITIONAL COAL UNLOADER, CLEVELAND, O.: Our present car dumper on the Cuyahoga River is inadequate to handle the business in sight. We ship in the neighborhood of 1,000,000 tons a year of bituminous coal at this station and, if new facilities are provided in addition, we could cut out the service of one or two switch engines and handle the business of 3,000,000 tons a year which is in sight.

REBUILDING BULKHEAD, CLEVELAND: This consists of renewing bulkheads on the Cuyahoga River which have rotted and are no longer sufficient to keep our existing tracks and facilities from falling into the river.

ENGINE HOUSE, CROXTON, N. J.: Our present engine house at Croxton is in bad repair and needs renewal. Its location is such that it interferes with the proper arrangement of tracks at the east and of our main receiving yard on the meadows. It is proposed to build a new one to replace it beyond and west of County Road, where it will also serve to house the Jersey City engines which are not now housed in it, and this will materially relieve the congestion in the Jersey City yard, as well as relieving the congestion in our main receiving yard.

*Exhibit R-131.*

EXTENSION OF ORE STORAGE PLANT, NORTH RANDALL, OHIO: Our present ore storage plant is inadequate for the business. We have contracted to store ore of certain companies at North Randall and the extension of the plant is in virtual fulfillment of our contract obligations.

DUNMORE, PA. The present engine terminal at Dunmore is in dilapidated condition and is improperly arranged so that it can only be operated under additional expense. It is proposed to replace it with a modern engine terminal, which should materially decrease the operating expense at Dunmore.

## EXHIBIT R-131.

*M. P. 401 to Cy Tower, Allegheny Division.*

This is a stretch of single track about four and a half miles long and is the only stretch on the main line of the Allegheny Division where there are not two tracks on which to handle business. This work was authorized together with other double tracking and grade reduction in 1906. This stretch should be double tracked and its alignment improved in order to eliminate delay in the operation of trains. Estimated cost $514,000.

*Steamburg to Jamestown.*

On Meadville Division East after expending $5,000.-00. in partially providing an additional track and in reducing grades to .2% and .3% east and westbound respectively, there still remains on this division 18 miles of line on which grades should be reduced, 10 miles of which is single track. The division now is operated with two pusher grades or on a basis of .8% grade. On this .8% grade an H-21 engine will haul 39-40 ton cars, while if the proposed improvement were carried out, the same engine and crew would haul 75-40 ton cars westbound and 94-40 ton cars eastbound. The additional track on the 10 mile

*Exhibit R-131.*

stretch would also furnish relief badly needed as the operation of our present business over single track on this division involves burdensome delays and consequent increased expense. This work is estimated to cost $2,600,000.

*Buchanan Junction to Shenango.*

We have at present a single track between these points with ruling grades of about 1% in each direction. We operate some westbound freight trains over the Bessemer and Lake Erie Railroad between these points as this road has lower grades than ours. The Bessemer and Lake Erie R. R. throughout a large portion of this distance is also a single track railroad and cannot take care of our traffic in both directions, and we, of necessity, operate eastbound freight trains on our own line. The route by the Bessemer and Lake Erie R. R. is seven (7) miles longer than our line. We should double track and reduce grades between these points in order to provide a railroad adequate to handle our present business and that increase which is bound to come when the double tracking through to Chicago is completed. As an item of the saving in operating expense and greater capacity of low grade line, we estimate that an H-21 engine can haul 30-40 ton cars up a 1% grade as against 94-40 ton cars on a .2% grade and 75-40 ton cars on a .3% grade. We expect to reduce the grades on this division to .2% and .3% east and westbound respectively. The estimated cost of this work is $1,204,000.

*Pymatuning Junction to Youngstown.*

This part of the Mahoning Division should be double tracked and grades reduced both ways on account of the heavy business through and out of Youngstown. Estimated cost $300,000.

*Completion of Work Marion to Lomax.*

Authority was granted for the double tracking of the Chicago and Erie R. R. from Marion to Lomax

in 1912 and $7,548,000. has been expended on this work. There still remains work to be done which is estimated to cost $651,000. This work consisted of double tracking and reducing grades on 205 miles of railroad. The ruling grades were originally .5%. They have been reduced to .2% and .3% with the exception of two pushers grades immediately east and west of Huntington, Ind. This improvement will result in material saving in operation expenses and has already greatly increased the capacity of the railroad.

*Lomax to Griffith.*

Between Lomax and Hammond, the western end of the Railroad owned by the Erie Company, there still remains 36 miles on which grades must be reduced and additional track completed in order to secure entire benefit of the grade reduction and double tracking already done. The ruling grades on this portion of the line are .5%. It is proposed to reduce grades to .2% westbound and .3% eastbound. The Operating Division containing this stretch of track is 77 miles long and extends from Huntington, Ind. to Hammond and now of necessity must be operated on basis of .5% grade division. On this basis, an H-21 engine can haul 53-40 ton cars whereas if the improvements were completed the same engine and crew would handle 75 eastbound and 94 westbound, 40 ton cars. The estimated cost of this improvement is $2,031,000.

*Perrona Branch.*

On account of congestion of traffic in and through New Castle, Pa., and in and through Sharon and south to West Middlesex, it is necessary at this time to double track these two stretches of this branch. The branch is operated jointly by the Erie and Pittsburg and Lake Erie RRs. It is proposed to establish passenger service on this branch but this cannot be done safely until the congested portions of it have been

double tracked. The portion of this expense which is to be borne in the first instance by the Erie Co. is estimated at $386,000.

*Pennsylvania detour Belfast.*

In connection with the construction of the Genesse River R.R. which was a low grade line between Cuba on the Allegheny Division and Hunts on the Buffalo Division, to avoid two very bad grades on the Allegheny Division between Cuba and Hornell, it is now necessary to build a new stretch of track for the Pennsylvania & Rochester R. R., one of the constituents of the Pennsylvania System. The detour is necessary because of the failure of the arch carrying the Genesse River R. R. over their tracks. The detour is about 1¼ miles long and will cost $100,000. The construction of this line is incident to the construction of the Genesse River Railroad and cannot be avoided.

*Penhorn Creek Tangent Line.*

In order to straighten the passenger tracks between the Hackensack River bridge west of Jersey City and Croxton and to give sufficient room for the development of Bergen Yard, it is necessary to construct about two miles of new double track railroad. Authority for this work was granted and it has been largely completed. The work is now at a standstill and has been for a year or more. The estimated cost to complete is $80,000.

*Grade Reduction and Two Additional Tracks Croxton to Suffern.*

On account of the great congestion of passenger and freight business on the main line between Suffern and Jersey City, it is now very desirable and soon will be imperative to build two additional tracks so that the freight business may be handled on independent tracks from the passenger business. This will add very greatly to the safety of operation and will result in saving in operating expenses as it is proposed

to reduce grades at the same time. Ruling grades now in both directions are about 1%. Proposed ruling grades will be .2% against eastbound traffic and .6% against westbound traffic. The estimated cost is $3,560,000.

The operating division, known as the New York Division, extends from Jersey City to Port Jervis a distance of about 88 miles. We have already built the Erie and Jersey R. R., a low grade double track freight line from Guymard a point nine miles east of Port Jervis to Highland Mills, a length of 38 miles and improved the Newburgh Short Cut, double tracking it and reducing grades to Newburgh Junction, about 4 miles, so that we now have a new double track low grade railroad 42.2 miles long avoiding the bad grades on the old line. The cost of this work was $7,766,000. In order to get the entire benefit of this expenditure, it is necessary to reduce grades between Jersey City and Newburgh Junction. The proposed work between Croxton and Suffern before referred to is a part of this work. Between Suffern and Newburgh Junction grades should be reduced and two additional tracks built at an estimated cost of $2,500,000. so that there is a further expenditure on the New York Division of about $6,000,000 in order to secure the benefits of the low grades.

As a single illustration of an item of the saving in operating expenses, we estimate that an H-21 engine can handle 30-40 ton cars on the existing 1% grades in both directions between Suffern and Jersey City, whereas the same engine and crew could handle 94-40 ton cars on a .2% grade. The grades westbound are to be reduced to only .6% for two reasons:—First, this is the best that the topography of the country affords and second, a very large proportion of the cars westward on the main line from Jersey City are empty and the higher rate of grade is permissible. An H-21 engine will handle 81-20 ton cars on a .6% grade as against 54-20 ton cars on a 1% grade.

*Exhibit R-131.*

*Grade Revision on C. & M. V. R. R. between Youngstown and Cleveland.*

85% of the iron ore produced in the United States is produced in the Lake Superior region. This ore is transported by water to the lake ports in northern Ohio and Pennsylvania, and thence by rail to the mill districts in the Mahoning and Shenango Valley, and the Pittsburgh District. The five ports receiving the greater portion of this ore are Lorraine, Cleveland, Fairport, Ashtabula and Conneaut, and the traffic from these ports is competitive.

The traffic between Cleveland and Youngstown consists chiefly of iron ore eastbound and coal and coke westbound. Between these lake ports and the mill and mine districts there are seven lines of transportation competing with the C & M. V. R. R. Four of these lines are low grade lines. The ore traffic on the C & M. V R R is not increased in proportion to the tonnage on the remainder of the Erie system. Expert engineers have attributed this to the physical condition of the line. They have estimated that with an increase of 2.4% over the traffic carried in 1913, the saving in operation over the present line would pay 5% interest on the estimated cost of the proposed low grade improvement. This saving in operation would increase with any further increase in traffic. It is necessary that this improvement be made in order that the C. & M. V. R. R. can maintain its place in the competitive transportation of ore, coal and coke.

The ruling grades on the present line are .8% in each direction. An H-21 engine can haul on these grades only 37-40 ton cars as against 75-40 ton cars on the proposed .3% grades. The loads of ore and coal average about 70 tons per car. An H-21 engine will haul 22 of these 70 ton cars on the present grades or 50-70 ton cars on the proposed grades.

*Exhibit P. S. R.-1.*

## EXHIBIT P.S.R.-1.

Summary of features in connection with the proposed Erie Railroad grade crossing elimination at Paterson which affect Public Service Railway Company.

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1.—Park Avenue and Market Street.

This location involves 1895 lineal feet of single track street railway. The present plans call for elevating the railroad tracks fifteen feet and depressing the street three feet, giving approximately fourteen feet clearance under the bridge girders. The grade of the street on the easterly side of the railroad will be run out at Straight Street and that on the westerly side will be run out at Railroad Avenue. The total estimated cost to the Railway Company on account of the improvement at this point is $18,816.12, which includes excavation under our tracks. In addition, the change will result in a decrease in our Capital Account of $1,858.54, which will also have to be provided for. The alignment of our tracks will not be affected.

2.—Broadway.

The proposed change at this location involves 1379 lineal feet of single track street railway. The plans call for the same elevation of the railroad tracks and the same depression of the street grade as at Park Avenue and Market Street. The grade on the easterly side of the railroad will be run out at a point about one hundred feet east of Straight Street, affecting also about one hundred feet on Straight Street northwardly from Broadway. The grade on the westerly side of the railroad will be run out at a point in our present crossover between Paterson Street and the railroad tracks. The total estimated cost to the Railway Company at this point is $14,830.80, which includes the excavation under our tracks. The align-

ment of our tracks at this location will not be affected by the improvement.

3.—River Street and Putnam Street.

The proposed change at this point involves 940 lineal feet of double track street railway. The railroad tracks are to be elevated fourteen feet and the street depressed about three feet, giving a clearance under the bridge girders of about fourteen feet. The grade will be run out at Warren Street on the westerly side of the railroad and at Lyons Street on the easterly side of the railroad. The plans call for closing up the present River Street crossing, the reason given by Engineer Harder's office being on account of the sharp incline of crossing making such an expensive type of bridge necessary to carry the railroad over the street, should River Street be maintained in its present alignment. One opening under the elevated structure is to be provided to accommodate traffic from both Putnam and River Streets, making necessary a detour in our tracks and the installation of a sharp reverse curve. This means a very bad operating condition, both because of the sharp curve with increased track and equipment maintenance, and because of the obstructed view and traffic congestion which is bound to result. This proposed blocking of River Street should, therefore, be strenuously opposed by our Company. The estimated cost to the Railway Company is $8,659.00, which includes excavation under the railway tracks.

4.—Madison Avenue.

Our track does not cross the railroad at this point, but turns from Madison Avenue into Railway Avenue, on which street it parallels the railroad. The plans call for depressing the railroad tracks ten feet and raising the grade at the junction of Railway and Madison Avenue twelve feet, the streets to cross the railroad above grade. The grade on Railway Avenue

will be run out at Iowa Avenue and that on Madison Avenue at a point between Railway Avenue and 23rd Avenue. This proposition involves 1028 lineal feet of single track street railway, and the estimated cost to the Company is $14,621.33, which includes the fill under the railway tracks.

5.—CLAY STREET.

Our track does not cross the railroad at this point, but turns from Straight Street into Clay Street, both of which streets diverge from the railroad tracks. The plans call for raising the railroad tracks nine feet and depressing the streets at their intersection about seven feet, running out the grade on Clay Street at Madison Street and on Straight Street at Bond Street, making the streets cross the railroad tracks under grade. This proposition involves 614 lin. ft. of street railway, and the estimated cost to the Company is $5,351.52, which includes the excavation under the railway tracks.

# EXHIBIT P. S. R.-2.

## MAINTENANCE OF WAY DEPARTMENT

ESTIMATE

Division—Passaic. Distance—725′. Ft. or S. T.—1028′. Laid.....

Proposed change in grade of single track on Madison Avenue and East Railway Avenue from Beckwith Avenue to Iowa Avenue to conform to grade of street as proposed for elimination of Erie R. R. grade crossing at Madison Avenue, Paterson, N. J.

(For track and paving work only)

| | Description and Estimated Value of Labor and Material to Be Replaced | | | Description and Estimated Value of Proposed New Work | | |
|---|---|---|---|---|---|---|
| | Kind | Number | Value | Kind | Number | Value |
| | L. S. 96-357 | 637′ | | Same | | |
| | P. S. 70-97, 4¾T | 1062′ | 281.43 | L. S. 116-434 | 1062′ | 716.85 |
| Rail | Guard | 107′ | 53.50 | L. S. 132-443 | 75′ | 75.00 |
| | Bolted Guard | 184′ | 48.76 | | | |
| Joints | Continuous | 12 | 33.60 | Elec. Welds | 32 | 172.00 |
| | Weber | 39 | 117.00 | | | |
| Rail Braces | Standard | 164 | | Same | | |
| | | | | Standard | 266 | 79.80 |
| Tie Rods | None | | | None | | |
| Spikes | Standard | 5 kegs | 16.25 | Standard | 6 kegs | 24.00 |
| | Concealed | 12 | 12.00 | | | |
| Bonds | Wire | 39 | 29.25 | None | | |
| Ties | Mixed | 412 | 206.00 | Treated | 514 | 514.00 |
| Ballast | Stone | 322′ | 112.70 | Stone { Matl. | 1028′ | 205.60 |
| | | | | Stone { Labor | 1028′ | 257.00 |
| | Macadam | 700′ | 247.10 | Nk. Specif. | | |
| Pavement | Belg. Block | 300′ | 450.00 | Gran. Block | 874 Sq. Yds. | 2534.60 |

## Exhibit P. S. R.-2 (Continued).

| | Description and Estimated Value of Labor and Material to Be Replaced | | | Description and Estimated Value of Proposed New Work | | |
|---|---|---|---|---|---|---|
| | Kind | Number | Value | Kind | Number | Value |
| Pavement Foundation | Dirt | 348′ | | Concrete { Mat. | 1028′ | 257.00 |
| | | | | Concrete { Lab. | 1028′ | 257.00 |
| Special Work | Hard Center | 2 T. O. Ends | 750.00 | Hard Center | 2 T. O. Ends | 1200.00 |
| Special Line Work | | | | | | |
| Special Work Labor | | | 125.00 | | | 200.00 |
| Line Work | { N. B.—(For Line, Poles and Feeder see attached estimate from Distribution Department.) | | | | | |
| Feeder | | | | | | |
| Poles and Fixtures | | | | | | |
| Grading | | | | | 4830 Cu. Yds. | 4830.00 |
| Engineering 5% | | | | | | 643.24 |
| Contingencies 5% | | | | | | 643.24 |
| Track Labor | | 1028′ | 1028.00 | | 1028′ | 1542.00 |
| Labor | | | | | | |
| Total | | | $3510.59 | | | $14151.33 |
| Value of Scrap | | | 140.00 | | | |
| Balance | | | $3370.59 | | | |

Estimate Book 1013. Page 2-3. Date 9/25/14.

Approved .....
Engr. M. o W.

Construction
Depreciation
Operating

Approved .....
General Manager.

Exhibit P. S. R.-2 (Continued).

## DISTRIBUTION DEPARTMENT—ESTIMATE

Location—Passaic Division. Paterson—Railway and Madison Aves.
Present Conditions
Work Proposed—Change of grade on account of elimination of Erie R. R. Grade Crossing.

| ITEMS | Description and Estimated Value of Labor and Material to Be Replaced: Kind | Number | Value | Description and Estimated Value of Proposed New Work: Kind | Number | Value |
|---|---|---|---|---|---|---|
| Labor: | | | | | | |
| Resetting poles | | | | | | $265.00 |
| Changing construction | | | | | | 105.00 |
| Changing feeders | | | | | | 100.00 |
| | | | | | | $470.00 |
| Total | | | | | | |
| Salvage | | | | | | |
| Balance | | | | | | |
| Remarks | | | | Construction | | |
| | | | | Depreciation | | |
| Estimate Book D-3. Page 70. Date 9/21/14. | | | | Operating | | $470.00 |

Approved .....

Approved .....
General Manager.

Attached to the foregoing estimate is blueprint No. 13272A, entitled as follows:

"Sketch showing proposed change in grade of single track on Madison Ave and E Railway Ave, from Beckwith Ave to Iowa Ave, to conform to grade of street as proposed for elimination of Erie R. R. grade crossing at Madison Ave., Paterson, N. J."

Exhibit P. S. R.-2 (Continued).

## MAINTENANCE OF WAY DEPARTMENT

ESTIMATE

Division—Passaic. Distance—614′. Ft. or S. T.—614′. Laid.....

Proposed change of grade of single track on Straight and Clay Sts. from Bond St. to Madison St. to conform to grade of street as proposed for elimination of Erie R. R. grade crossing at Clay St. and Straight St., Paterson, N. J.

(For track and paving work only)

| Description and Estimated Value of Labor and Material to Be Replaced | | | | Description and Estimated Value of Proposed New Work | | |
|---|---|---|---|---|---|---|
| | Kind | Number | Value | Kind | Number | Value |
| Rail | L. S. 107-333<br>L. S. 96-357<br>Guard Rail | 708′<br>321′<br>199′ | | Same | | |
| | Elec. Weld | 6 | | Same | | |
| Joints | Cast Weld | 16 | | Same | | |
| Rail Braces | Standard | | | Same | | |
| Tie Rods | Standard | | | Same | | |
| Spikes | Standard | 2 Kegs | 6.50 | Standard | 3 kegs | 12.00 |
| Bonds | None | | | None | | |
| | Treated | 82 | | Same | | |
| Ties | Mixed | 180 | 90.00 | Treated | 225 | 225.00 |
| | Stone | 164′ | 57.40 | | | |
| Ballast | Dirt | 450′ | | Stone } Matl. | 614′ | 122.80 |
| | | | | } Labor | 614′ | 153.50 |
| | Spec. Trap Block | 353 Sq. Yds. | 617.75 | Newark Spec. | | |

## Exhibit P. S. R.-2 (Continued).

| | | | | | | |
|---|---|---|---|---|---|---|
| Pavement | Wood Block | 157 Sq. Yds. | 314.00 | Gran. Block | 510 Sq. Yds. | 1479.00 |
| Pavement | Dirt | | | | | |
| Foundation | Concrete | 188′ | 141.00 | Concrete { Mat. | 614′ | 153.50 |
| | | | | { Lab. | 614′ | 153.50 |
| Special Work | | | | None | | |
| Special Line Work | | | | | | |
| Special Work Labor | | | | | | |
| Line Work | { N. B.—(For Line, Poles and Fixtures see attached estimate of Distribution Department.) | | | | | |
| Feeder | | | | | | |
| Poles and Fixtures | | | | | | |
| Excavation | | | | | 1512 Cu. Yd. | 1512.00 |
| Engineering 5% | | | | | | 236.61 |
| Contingencies 5% | | | | | | 236.61 |
| Labor (Track) | | 614′ | 614.00 | | 614′ | 921.00 |
| Total | | | $1840.65 | | | $5205.52 |
| Value of Scrap | | | | | | |
| Balance | | | | | | |

Estimate Book 1013. Page 1. Date 9/25/14.

Approved .....
Engr. M. o W.

Construction
Depreciation
Operating

Approved .....
General Manager.

Exhibit P. S. R.-2 (Continued).

## DISTRIBUTION DEPARTMENT—ESTIMATE

Location—Passaic Division. Paterson—Clay and Straight Sts.
Present Conditions
Work Proposed—Change of grade on account of elimination of Erie R. R. Grade Crossings.

| ITEMS | Description and Estimated Value of Labor and Material to Be Replaced: Kind | Number | Value | Description and Estimated Value of Proposed New Work: Kind | Number | Value |
|---|---|---|---|---|---|---|
| Labor: | | | | | | |
| Lowering poles | | | | | | $90.00 |
| Changing construction | | | | | | 35.00 |
| Changing feeders | | | | | | 21.00 |
| Total | | | | | | $146.00 |
| Salvage | | | | | | |
| Balance | | | | | | $146.00 |
| Remarks | | | | Construction<br>Depreciation<br>Operating | | |

Estimate Book D-3. Page 70. Date 9/21/14.
Approved .....
Approved .....
General Manager.

Attached to the foregoing estimate is blueprint No. 13275A, entitled as follows:

Sketch showing proposed change in grade of single track on Straight St. and Clay St. from Bond St. to Madison St. to conform to grade of street as proposed for elimination of Erie R. R. grade crossing at Straight St. and Clay St., Paterson, N. J.

9-23-14

W. L. B.

Exhibit P. S. R.-2 (Continued).

## MAINTENANCE OF WAY DEPARTMENT

ESTIMATE

Division—Passaic. Distance—548'. Ft. or S. T.—1895'. Laid 1900-1912.

Proposed elimination of Grade Crossing at Park Avenue and Market Street over the Erie Railroad, Paterson, N. J.

(Track and paving work only)

| Description and Estimated Value of Labor and Material to Be Replaced | | | | Description and Estimated Value of Proposed New Work | | |
|---|---|---|---|---|---|---|
| | Kind | Number | Value | Kind | Number | Value |
| | P. S. 85-201 | 1060' | 530.00 | L. S. 116-434 | 1796' | 1212.30 |
| | L. S. 116-434 | 766' | | Same | | |
| Rail | 9" Guard 113# | 298' | 244.36 | L. S. 132443 | 158' | 158.00 |
| | 7" Guard 132# | 426' | 426.00 | | | |
| | Elec. Welds | 13 | | Same | | |
| Joints | Fish Plates | 60 | 105.00 | Elec. Welds | 36 | 180.00 |
| Rail Braces | Standard | 383 | | Same | | |
| | | | | Standard | 977 | 293.10 |
| Tie Rods | Standard | 255 | 53.55 | | | |
| Spikes | Standard 5" | 9 kegs | 29 25 | Standard 5½" | 11 kegs | 44.00 |
| Bonds | Concealed | 60 | 45.00 | | | |
| | Mixed | 554 | 227.00 | Treated | 693 | 693.00 |
| Ties | Treated | 255 | | Same | | |
| Ballast | Stone | 510' | 178.50 | Stone { Matl. | 1895' | 379.00 |
| | | | | { Labor | 1895' | 284.25 |
| Pavement | Wood Block | 1611 Sq. Yds. | 3624.75 | Newark Spec. | | |
| Pavement | | | | Gran. Block | 1611 Sq. Yds. | 4671.90 |

## Exhibit P. S. R.-2 (Continued).

| | Description and Estimated Value of Labor and Material to Be Replaced | | | Description and Estimated Value of Proposed New Work | | |
|---|---|---|---|---|---|---|
| | Kind | Number | Value | Kind | Number | Value |
| Foundation | Concrete | 1895′ | 1421.25 | Concrete { Mat. | 1895′ | 758.00 |
| | Hard Center | | | Concrete { Lab. | 1895′ | 663.25 |
| Special Work | & Built Up | | 5850.00 | Hard Center | | 2475.00 |
| Special Line Work | | | | | | |
| Special Work Labor | | | 1400.00 | | | 600.00 |
| Line Work | N. B.—(For Line, Poles and Feeder see attached estimate of Distribution Department.) | | | | | |
| Feeder Poles and Fixtures | | | | | | |
| 2 sets Derail Levers and Switch Operating Mechanism | | | 4000.00 | | | |
| Grading | | | | | 974 Cu. Yds. | 974.00 |
| Engineering 5% | | | | | | 811.41 |
| Contingencies 5% | | | | | | 811.41 |
| Labor | | 1895′ | 1895.00 | | 1895′ | 2842.50 |
| Total | | | $20029.66 | | | $17851.12 |
| Value of Scrap | | | 482.00 | | | |
| Balance | | | $19547.66 | | | |

Estimate Book 1010. Page 296-297. Date 9/24/14.

Approved .....
Engr. M. o W.

Construction
Depreciation
Operating

Approved .....
General Manager.

Exhibit P. S. R.-2 (Continued).

## DISTRIBUTION DEPARTMENT—ESTIMATE

Location—Passaic Division. Paterson—Park Ave. & Market St.
Present Conditions
Work Proposed—Change of grade on account of elimination of Erie R. R. Grade Crossings.

| ITEMS | Description and Estimated Value of Labor and Material to Be Replaced — Kind | Number | Value | Description and Estimated Value of Proposed New Work — Kind | Number | Value |
|---|---|---|---|---|---|---|
| Troughing | | | | | 210′ | $168.00 |
| Trolley | | | | | | |
| Guard | | 270′ | $405.00 | | | |
| Labor: | | | | | | |
| Troughing | | | | | 210′ | 210.00 |
| Lowering Poles | | | | Iron | 16 | 192.00 |
| Lowering laterals | | | | | 6 | 180.00 |
| Moving cables | | | | | 900′ | 135.00 |
| Changing construction | | | | | | 50.00 |
| Trolley guard | | | 135.00 | | | |
| Trolley guard, removing | | | | | | 30.00 |
| | | | | | | $965.00 |
| Total | | | $540.00 | | | |
| Salvage | | | | | | |
| Balance | | | | | | |
| Remarks | | | | Construction | | $478.00 |
| | | | | Depreciation | | |
| Estimate Book D-3. Page 69. Date 4/21/14. | | | | Operating | | $487.00 |
| Approved ..... | | | | Approved ..... | | |
| | | | | | | General Manager. |

Attached to the foregoing estimate is blueprint No. 13276A, entitled as follows:
"Sketch showing proposed elimination of Erie R. R. grade crossing at Park Ave. and Market St., Paterson, N. J.
9-23-14
W. L. A."

Exhibit P. S. R.-2 (Continued).

## MAINTENANCE OF WAY DEPARTMENT

### ESTIMATE

Division—Passaic. Distance—547′. Ft. or S. T.—1379′. Laid—1899-1900.
Proposed elimination of Grade Crossing at Broadway and Erie Railroad, Paterson, N. J.

(Track and paving work only)

| | Description and Estimated Value of Labor and Material to Be Replaced | | | Description and Estimated Value of Proposed New Work | | |
|---|---|---|---|---|---|---|
| | Kind | Number | Value | Kind | Number | Value |
| Rail | L. S. 109-340 | 89′ | | Same | | |
| | P. S. 85-201 | 1688′ | 675.20 | L. S. 116-434 | 1862′ | 1256.85 |
| | 9″ Gd. Rl. 107-352 | 53′ | 42.40 | L. S. 132-443 | 53′ | 53.00 |
| Joints | Fish Plate | 30 | 52.50 | Elec. Welds | 30 | 150.00 |
| Rail Braces | None | | | Standard | 690 | 207.00 |
| Tie Rods | Standard | 197 | 41.37 | None | | |
| Spikes | Standard | 7 kegs | 22.75 | Standard | 8 kegs | 32.00 |
| Bonds | Concealed | 30 | 22.50 | | | |
| Ties | Mixed | 559 | 279.50 | Treated | 690 | 690.00 |
| Ballast | Dirt | | | Stone { Matl. | 1379′ | 275.80 |
| | | | | Stone { Labor | 1379′ | 206.85 |
| | Vitrified Brick | 1223 Sq. Yd. | 2446.00 | Nk. Specif. | | |
| Pavement | Planking | 46 Sq. Yds. | 46.00 | Gran. Block | 1269 Sq. Yds. | 3680.10 |
| Pavement Foundation | Concrete | 1379′ | 1034.25 | Concrete { Mat. | 1379′ | 344.75 |
| | Built up & | | | Concrete { Lab. | 1379′ | 344.75 |

## Exhibit P. S. R.-2 (Continued).

| | | | | | | |
|---|---|---|---|---|---|---|
| Special Work | Hard Center | | 4250.00 | Hard Center | | 3150.00 |
| Special Line Work | | | | | | |
| Special Work Labor | | | 688.00 | | | 500.00 |
| Line Work | N. B.—(For Line, Poles and Fixtures see attached | | | | | |
| Feeder | estimate of Distribution Department.) | | | | | |
| Poles and Fixtures | | | | | | |
| 1 set Derail Levers and Switch operating mechanism | | | 2000.00 | | | |
| Excavation | | | | | 360 Cu. Yds. | 360.00 |
| Engineering 5% | | | | | | 648.35 |
| Contingencies 5% | | | | | | 648.35 |
| Labor | Track | 1144′ | 1144.00 | | 1144′ | 1716.00 |
| Total | Rail 22 tons | 220.00 | | | | |
| | Sp. Wk. 19 tons | 190.00 | $12744.47 | | | $14263.80 |
| Value of Scrap | Derail M. H. Covers | 50.00 | | | | |
| | Copper Bonds | 3.00 | 463.00 | | | |
| Balance | | | $12281.47 | | | |

Estimate Book 1010. Page 298-299. Date 9/24/14.

Approved .....
Engr. M. o W.

Construction
Depreciation
Operating

Approved .....
General Manager.

Exhibit P. S. R.-2 (Continued).

## DISTRIBUTION DEPARTMENT—ESTIMATE

Location—Passaic Division. Paterson—Broadway at Erie R. R.
Present Conditions
Work Proposed—Change of grade on account of elimination of Erie R. R. Grade Crossings.

| ITEMS | Description and Estimated Value of Labor and Material to Be Replaced: Kind | Number | Value | Description and Estimated Value of Proposed New Work: Kind | Number | Value |
|---|---|---|---|---|---|---|
| Troughing | | | | | 140′ | $112.00 |
| Trolley Guard | | 180′ | $270.00 | | | |
| Feeder | | | | | | |
| Racks | | | | 6 | | 195.00 |
| Labor: | | | | | | |
| Troughing | | | | | 140′ | 140.00 |
| Lowering poles | | | | Iron | 5 | 60.00 |
| Changing construction | | | | | | 20.00 |
| Changing Feeders | | | | | | 20.00 |
| Trolley Guard | | 180′ | 90.00 | | | |
| Trolley Guard, removing | | | | | | 20.00 |
| Total | | | $360.00 | | | $567.00 |
| Salvage | | | | | | |
| Balance | | | | Construction | | $447.00 |
| Remarks | | | | Depreciation | | |
| Estimate Book D-3. Page 69. Date 9/21/14. | | | | Operating | | $120.00 |
| Approved ..... | | | | Approved ..... General Manager. | | |

Attached to the foregoing estimate is blueprint No. 13273A, entitled as follows:
"Sketch showing proposed elimination of Erie R. R. grade crossing on Broadway, Paterson, N. J.
9-23-14 W. L. B."

Exhibit P. S. R.-2 (Continued).

## MAINTENANCE OF WAY DEPARTMENT

ESTIMATE

Division—Passaic. Distance—665′. Ft. or S. T.—940′. Laid—1900.

Proposed change in grade and relocation of track on River Street from Lyon Street to Warren Street, to conform to grade of street as proposed for elimination of Erie R. R. grade at River Street, Paterson, N. J.

(For track and paving work only)

| | Description and Estimated Value of Labor and Material to Be Replaced | | | Description and Estimated Value of Proposed New Work | | |
|---|---|---|---|---|---|---|
| | Kind | Number | Value | Kind | Number | Value |
| | L. S. 107-333 | 722′ | 462.08 | L. S. 116-434 | 570′ | 384.70 |
| Rail | L. S. 116-434 | 255′ | | Same | | |
| | L. S. 132-443 | 155′ | | Same | | |
| | Cast Weld | 14 | 56.00 | Elec. Weld | 20 | 108.00 |
| Joints | Continuous | 8 | 22.40 | | | |
| Rail Braces | Standard | | | Same | | |
| | | | | Standard | 165 | 49.50 |
| Tie Rods | Standard | 102 | 20.42 | | | |
| Spikes | Standard | 4 kegs | 13.00 | Standard | 5 kegs | 20.00 |
| Bonds | Concealed | 8 | 8.00 | | | |
| | Mixed | 304 | 152.00 | Treated | 340 | 340.00 |
| Ties | Treated | 142 | | Same | | |
| Ballast | Dirt | | | Stone { Matl. | 940 | 188.00 |
| | | | | Stone { Labor | 940 | 141.00 |
| | Gran. Block | 144 Sq. Yds. | 252.00 | Nk. Specif. | | |
| Pavement | Brick | 624 Sq. Yds. | 1248.00 | Gran. Block | 752 Sq. Yd. | 2180.80 |
| Pavement | Dirt | 283′ | | | | |

## Exhibit P. S. R.-2 (Continued).

| Description and Estimated Value of Labor and Material to Be Replaced | | | | Description and Estimated Value of Proposed New Work | | | |
|---|---|---|---|---|---|---|---|
| | Kind | Number | Value | Kind | | Number | Value |
| Foundation | Concrete | 624 Sq. Yds. | 543.00 | Concrete | Mat. | 940′ | 235.00 |
| | | | | | Lab. | 940′ | 235.00 |
| Special Work | Built up & Hard Center | | 2049.00 | | | | 1000.00 |
| Special Line Work | | | | | | | |
| Special Work Labor | | | 325.00 | | | | 200.00 |
| Line Work Feeder Poles and Fixtures | N. H.—(For Lines, Poles and Feeder, see attached estimate of Distribution Department.) | | | | | | |
| Excavation | | | | | | 545 Cu. Yds. | 545.00 |
| 1 set Derail Levers and Switch operating mechanism | | | 2000.00 | | | | |
| Engineering 5% | | | | | | | 354.50 |
| Contingencies 5% | | | | | | | 354.50 |
| Lab. placing track | | 283 | 283.00 | Lab. shifting | | 283 | 283.00 |
| Lab. removing track | | 386′ | 193.00 | Lab. removing | | 386′ | 193.00 |
| Labor (Track) | | 760′ | 760.00 | | | 658′ | 987.00 |
| Total | | | $8386.90 | | | | $7799.00 |
| Value of Scrap | | | 510.80 | | | | |
| Balance | | | $7876.10 | | | | |

Estimate Book 1013. Page 40-5. Date 9/25/14.

Approved .....
Engr. M. o W.

Construction
Depreciation
Operating

Approved .....
General Manager.

Exhibit P. S. R.-2 (Continued).

## DISTRIBUTION DEPARTMENT—ESTIMATE

Location—Passaic Division. Paterson—River St. at Erie R. R.

Present Conditions

Work Proposed—Relocation and change of grade on account of elimination of Erie R. R. Grade Crossing.

| ITEMS | Description and Estimated Value of Labor and Material to Be Replaced: Kind | Number | Value | Description and Estimated Value of Proposed New Work: Kind | Number | Value |
|---|---|---|---|---|---|---|
| Poles | | | | Iron | 6 | $144.00 |
| Feeder Racks | | | | | 6 | 210.00 |
| Troughing | | | | | 70′ | 56.00 |
| Trolley Guard | | 140′ | $210.00 | | | |
| Feeder | | | | 5,000,000 cm. | 100′ | 40.00 |
| Feeder | | | | 4-0 | 100′ | 25.00 |
| Labor: | | | | | | |
| Trolley guard | | | | | | 70.00 |
| New Poles | | | | | 6 | 72.00 |
| Resetting poles | | | | | | 108.00 |
| Changing construction | | | | | | 75.00 |
| Changing feeders | | | | | | 40.00 |
| Trolley guard | | 140′ | 70.00 | | | |
| Trolley guard, removing | | | | | | 20.00 |
| Total | | | $280.00 | | | $860.00 |
| Salvage | | | | | | |
| Balance | | | | | | |
| Remarks | | | | Construction | | $617.00 |
| | | | | Depreciation | | |
| Estimate Book D-3. Page 70. Date 9/21/14. | | | | Operating | | $243.00 |

Approved .....

Approved .....
General Manager.

Attached to the foregoing estimate is blueprint No. 13274A, entitled as follows:

"Sketch showing proposed change in grade and relocation of track on River Street from Lyon St. to Warren St., to conform to grade of street as proposed for elimination of Erie R. R. grade crossing, River St., Paterson, N. J.

9-23-14 W. L. B."

*Exhibit P. S. R.-3.*

## EXHIBIT P. S. R.-3.

### Comparison of Estimates on Paterson Grade Crossing Elimination—Erie Railroad

| | | P. S. Ry. | City | Erie R. R. |
|---|---|---|---|---|
| Park Ave. and Market St. (1895′) | Track and (1240′) | | | |
| | Overhead | $10,126.15 | $6,200.00 | $6,200.00 |
| | Paving | 6,093.15 | 3,222.00 | 3,222.00 |
| Partly on paving | Excavation | 974.00 | 487.00 | 974.00 |
| Partly on 600 ft. distance (excess) | | $17,193.30 | $9,909.00 | $10,396.00 |
| | | 1,662.82 | 990.90 | 1,559.40 |
| | | $18,816.12 | $10,899.90 | $11,955.40 |
| Madison Ave. & Railway (1028′) | Track | $4,986.25 | $3,500.00 | $3,500.00 |
| | Paving | 3,048.60 | 524.40 | 699.20 |
| Macadam *vs.* Granite Bl. | Grading | 4,830.00 | 724.50 | 2,415.00 |
| | | $12,864.85 | $4,748.90 | $6,614.20 |
| No allowance made for 2nd Track T. O. | | 1,286.48 | 474.89 | 992.11 |
| Excess est. on excavation 15c. 1.00 | Overhead | 470.00 | | |
| | | $14,621.33 | $5,223.79 | $7,606.31 |
| | Track & (600′) | | | |
| Straight & Clay Street (614′) | Overhead | $1,580.30 | $3,000.00 | $3,000.00 |
| | Paving | 1,786.00 | 1,632.00 | 1,632.00 |
| | Grading | 1,512.00 | 756.00 | 756.00 |
| | | $4,878.30 | $5,388.00 | $5,388.00 |
| | | 473.22 | 538.80 | 808.20 |
| | | $5,351.52 | $5,926.80 | $6,196.20 |
| Broadway (1379) | Track & (1100′) | | | |
| | Overhead | $8,804.50 | $5,500.00 | $5,500.00 |
| | Paving | 4,369.60 | 3,553.20 | 3,553.20 |
| | Grading | 360.00 | 180.00 | 360.00 |
| | | $13,534.10 | $9,233.20 | $9,413.20 |
| | | 1,296.70 | 923.32 | 1,411.98 |
| | | $14,830.80 | $10,156.52 | $10,825.18 |
| River Street (940′) | Track & (880′) | | | |
| | Overhead | $4,754.20 | $4,400.00 | $4,400.00 |
| | Paving | 2,650.80 | 2,416.40 | 2,416.40 |
| | Grading | 545.00 | 272.50 | 418.75 |
| | | $7,950.00 | $7,088.90 | $7,235.15 |
| | | 709.00 | 709.89 | 1,085.27 |
| | | $8,659.00 | $7,797.79 | $8,320.42 |

*Exhibit S. O.-1.*

EXHIBIT S. O.-1.

THE HINCHCLIFFE BREWING AND MALTING COMPANY, a corporation of the State of New Jersey,
*to*
THE PATERSON BREWING AND MALTING COMPANY, a corporation of the State of New Jersey.

DEED

Dated July 1st, 1899.
Ack's July 1st, 1899.
Rec'd July 3rd, 1899.
Liber U-13 of Deeds, pages 483, &c., Passaic County.
Consd. $1.00 and other good and valuable considerations.

CONVEYS all those tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the City of Paterson in the County of Passaic and State of New Jersey:

Beginning at the Northeasterly corner of Ann and Governor Streets and running thence (1) Northerly along the easterly line of Ann Street two hundred feet to Harrison Street (2) Easterly along Harrison Street two hundred and sixty nine feet to the westerly line of the Paterson and Ramapo Rail Road (3) Southwesterly along said westerly line two hundred and sixteen feet (more or less to Governor Street and (4) Westerly along Governor Street one hundred and eighty seven feet to the place of beginning:

Being the same premises described in a deed from The S. U M to John Hinchcliffe and John Shaw dated March 1, 1867, and recorded in the Passaic County Clerk's Office in Book E-5 of Deeds, page 588 &c.

*Exhibit S. O.-1.*

SECOND TRACT: Beginning in the East line of Ann Street and at the Northwesterly corner of a lot heretofore conveyed to Shaw and Hinchcliffe and running thence (1) Northerly in line with said line of Ann Street forty feet and three tenths of a foot to the Northerly line of said Society; thence (2) Easterly along said Northerly line and in the line therewith two hundred and eighty seven feet to the Westerly line of the Paterson and Ramapo Railroad (3) thence southerly along said Railroad forty five feet and two tenths of a foot to the aforesaid lot of Shaw and Hinchcliffe and thence (4) Westerly along the same two hundred and sixty nine feet to the beginning.

Being the same premises described in a deed from The S. U. M. to Shaw Hinchcliffe and Penrose dated Jany 27, 1870, and recorded in the Passaic County Clerk's Office in Book Z 3 of Deeds, page 80 &c.

Both of the above tracts being the same land and premises conveyed to the party of the first part by John Hinchcliffe, et als., by Deed dated May 10th, 1890, and Recorded in the Passaic County Clerk's Office in Book W 9 of Deeds on pages 562, &c.

It is also intended hereby to convey all the fixed machinery of every kind and description in the buildings on said lands, including engines, boilers, ice machines, shafting, piping and malting machinery.

Habendum in fee, covenents of seizin against encumbrances and right to convey.

Warranty.

HABENDUM IN FEE.

COVENANTS OF SEIZIN AGAINST ENCUMBRANCES AND RIGHT TO CONVEY.

WARRANTY.

*Exhibit S. O.-2.*

EXHIBIT S. O.-2.

THE PATERSON CONSOLIDATED BREWING COMPANY, a corporation of the State of New Jersey,
*to*
PATERSON BREWING AND MALTING COMPANY, a corporation of the State of New Jersey.

DEED

Dated July 1st, 1899.
Ack'd July 1st, 1899.
Rec'd July 3rd, 1899.
Liber U-13, p. 470 &c.
Cons. $1 and other valuable cons.
Passaic County.

CONVEYS all those certain tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the City of Paterson, in the County of Passaic and State of New Jersey:

FIRST TRACT: Beginning at the corner formed by the intersection of the northerly side of Matlock Street with the Westerly side of Hamburgh Avenue and running thence (1) Westerly along the Northerly side of Matlock Street one hundred and nineteen feet and three inches to lands now or formerly of Blauvelt; thence (2) along the same North fifty eight degrees and ten minutes West twenty-five feet and ten inches; thence (3) North thirty-seven degrees and thirty minutes east seven feet; thence (4) North forty-seven degrees and thirty five minutes west forty-nine feet and six inches; thence (5) North thirty four degrees and thirty minutes East five feet and three inches; thence (6) North fifty-four degrees and three minutes West twenty-six feet to lands now or for-

merly of Thomas D. Hoxey; thence (7) Easterly along the same and at right angles to Hamburgh Avenue ninety-nine feet to the Westerly side of Hamburgh Avenue and thence (8) Southerly along the same one hundred feet to the place of beginning.

Being the premises known and designated as the brewery lots.

SECOND TRACT: Beginning in the line of division between lands of John J. Blauvelt and lands of Sarah J. and James A. Graham at a point distant twenty-five feet northwesterly from the westerly line of Matlock Street in the rear of the brick copper shops of Graham and Company, and running thence (1) along said line produced northwesterly and parallel with Hamburgh Avenue fifty feet to a point; thence (2) northeasterly and parallel with Matlock street five feet; thence (3) northwesterly parallel with the first course twenty five feet; thence (4) northeasterly parallel with Matlock Street fourteen feet and eighty-eight hundredths of a foot; thence (5) Southeasterly twenty-five feet and seventy-five hundredths of a foot to a point; thence (6) South thirty five degrees and twenty-four minutes west four feet and fifty hundredths of a foot; thence (7) South forty-four degrees and forty-six minutes east fifty feet; thence (8) South thirty-five degrees and twenty-four minutes west seven feet to the place of beginning.

The above two tracts being the same premises conveyed to the Paterson Consolidated Brewing Company by Sarah J. Graham by deed dated January 13, 1893, and recorded in the Clerk's office of Passaic County in Book C 11 of Deeds on pages 455, &c.

THIRD TRACT: Beginning at the corner formed by the intersection of the Easterly line of Marshall Street (formerly called the Bloomfield Road) with the Southerly line of Braun Street (formerly called William Street) and running thence (1) Southerly along the Easterly line of Marshall Street seventy-

four feet and eight hundredths of a foot (74 08/100); thence (2) Easterly parallel with Braun Street two hundred and one feet and twenty-five hundredths (201 25.100) of a foot to the Westerly line of Chadwick street; thence (3) Northerly along the Westerly line of Chadwick street seventy-four feet and eight hundredths (74.08) of a foot to the Southerly line of Braun street and thence (4) Westerly along the Southerly line of Braun street two hundred and one feet and twenty-five (201 25/) hundredths of a foot to the easterly line of Marshall street and the place of beginning.

FOURTH TRACT: Beginning in the Easterly line of Chadwick Street and in the division line between the property formerly of Christian Braun and the property now or lately of John Peter Post and running thence (1) Easterly along said division line fourteen feet and fifty-one hundredths (14 50-100) of a foot to a bend in said division line, thence (2) Northeasterly in a straight line and still along said division line and the division line between the said Christian Braun and the School House Plot belonging to the City of Paterson one hundred and ninety one (191) feet to a point in line with the Northerly line of the Brick stable now on the property formerly of said Christian Braun; thence (3) Northwesterly and along said northerly line of said Brick stable and in the prolongation thereof seventy two feet and fifty hundredths (72 50/) of a foot to the dividing line between the property formerly of said Christian Braun and the property now or lately of Mary Phalon, thence (4) Southwesterly along said division line One hundred and seventeen feet and ten hundredths of a foot to the Easterly line of Chadwick street; and thence (5) Southeasterly along the same One hundred and nine feet and sixty-one hundredths of a foot (109.60) to the place of beginning.

*Exhibit S. O.-2.*

The above two tracts as shown on map of property (formerly of Christian Braun made by Wm. Ferguson C. E., March 1890; and being the same premises conveyed to The Paterson Consolidated Brewing Company by Christian Braun and others by deed dated March 6, 1890 and recorded in the Clerk's Office of Passaic County in Book Y 9 of Deeds on pages 354 &c.

FIFTH TRACT: Beginning at the intersection of the Westerly line of Straight street with the Northerly line of Cedar street, thence running (1) Northerly along the Westerly line of Straight street one hundred and twenty-five feet; thence (2) Westerly parallel with Cedar Street about one hundred and ninety two feet to the Easterly line of Ramapo Avenue; thence (3) Southerly along the Easterly line of Ramapo Avenue one hundred and twenty-five feet to the Northerly line of Cedar Street and thence (4) Easterly along the Northerly line of Cedar Street one hundred and ninety two feet to the place of beginning.

Being lots 394, 396, 398, 400 and 402 Straight street and 66, 67, 68, 69 and 70 Ramapo avenue as laid down on the official map of the City of Paterson.

Also the rights in relation to laying and maintaining a switch tract conveyed to James A. Graham by Esther Ann Beckwith by deed dated November 12, 1886 and recorded in said Clerk's office in Book U 8 of Deeds page 299 &c. The above described tract being the same premises conveyed to The Consolidated Brewing Company by James A. Graham by deed dated March 6, 1890 and recorded in the Clerk's Office of Passaic County in Book Y 9 of Deeds on pages 352 &c.

SIXTH TRACT: Beginning in the Westerly line of Marshall Street at the point where said line is intersected by the division line between lands formerly of James M. Powers and lands formerly of Conrad

Plock, about one hundred and eighty seven feet and five inches to the line of the Morris Canal; thence (2) Northerly along the line of said Canal seventy five feet, thence (3) Easterly parallel with the first line about one hundred and eighty seven feet and five inches to Marshall Street and thence (4) Southerly along Marshall street seventy five feet to the place of beginning.

SEVENTH TRACT: Beginning in the Westerly line of Marshall street at the Northeast corner of a lot heretofore conveyed to the said Gustav Sprattler and Christian Mennel by John M. Powers and wife and running thence (1) Northerly along Marshall street twenty five feet thence (2) Westerly parallel with the line of said party of the first part one hundred and eighty seven feet, five inches more or less to the line of the Morris Canal, thence (3) Southerly along the same twenty five feet to the aforesaid line of the party of the first part and thence (4) Easterly along the same one hundred and eighty seven feet and five inches more or less to the place of beginning.

EIGHTH TRACT: Beginning in the Westerly line of Marshall street at the Northeast corner of a lot conveyed to Gustav Sprattler and Christian Mennel by John M. Powers and wife by deed dated November 18, 1873, recorded in Book Z 4 of Deeds for the county of Passaic, pages 164 &c. and running thence (1) Northerly along Marshall street twenty-five feet thence (2) Westerly parallel with the line of the aforesaid lot of the party of the first part one hundred and eighty seven feet and five inches more or less to the line of lands of the Morris Canal, thence (3) Southerly along said Canal twenty-five feet to the aforesaid lot of the party of the first part, and thence (4) Easterly along the same one hundred and eighty seven feet and five inches to the place of beginning.

*Exhibit S. O.-2.*

NINTH TRACT: Beginning at a point in the Westerly line of Marshall Street distant one hundred and twenty five feet Northerly from the Northerly line of a lot of land of Conrad Ploch running thence (1) Westerly at right angles from Marshall Street one hundred and ninety feet (190) to the line of lands of the Morris Canal and Banking Company thence (2) Northerly along the same five and three quarter (5¾) inches, thence (3) Easterly one hundred and ninety feet to Marshall street; and thence (4) Southerly along Marshall street seven and seven eighths (7⅞) to the place of beginning.

It is hereby understood and agreed that the said party of the second part or its successors or assigns are to be permitted to allow any and all projections of the roof or cornice of their building to be and remain as the same now are until such time as John M. Powers or any purchaser of the lands adjoining the lands above described or their heirs and assigns shall require the lands so encroached upon by reason of said projection for the purpose of erecting a building thereon.

TENTH TRACT: Beginning at the point where the westerly line of Marshall street intersects the Northerly line of a road laid out May 7th, 1833, which road is now called Van Winkle street, and running from thence (1) Westerly along the Northerly line of Van Winkle street one hundred and forty five feet to a corner in said street or road; thence (2) Northerly along another line of said road fifty feet; thence (3) Easterly parallel with the first course, to Marshall Street and thence (4) Southerly along Marshall street fifty feet to the place of beginning.

The above described five tracts constituting the Brewery plant with all the appurtenances thereto belonging as now used and occupied by the party of the first part and further being the same premises conveyed to The Paterson Consolidated Brewing

Company by Christian Mennel and Catharine Spratler by deed dated March 6, 1890, and recorded in the Clerks office of Passaic County in Book X 9 of Deeds on pages 433 &c.

ELEVENTH TRACT: Beginning at the corner formed by the intersection of the Northerly line of Governor Street with the Easterly line of Straight street from thence running (1) Easterly along the north line of Governor street one hundred and ninety-four feet and seventy seven hundredths of a foot to a point distant four hundred feet Westerly from the West line of Summer street thence (2) Northerly at right angles from Governor street one hundred feet thence (3) Westerly parallel with Governor street one hundred and ninety one feet and seven hundredths of a foot to Straight Street; thence (4) Southerly along Straight street one hundred feet and eight hundredths of a foot to Governor Street and the place of beginning.

Being lots numbers ninety nine to one hundred and five alternately on map U of Society U M Straight street, numbers eighty nine to ninety five alternately on same map Governor Street.

TWELFTH TRACT: Beginning at the corner formed by the intersection of the Northerly line of Governor street with the westerly line of Straight street and thence running (1) Westerly along the Northerly line of Governor Street forty two feet and fifteen hundredths of a foot to the Easterly line of the New York, Lake Erie and Western Railroad thence (2) Northerly along the easterly line of said railroad one hundred and twenty three feet and sixty eight one hundredths of a foot to the westerly line of Straight street; thence (3) Southerly along said line of Straight street one hundred and fourteen feet and seventy two one hundredths of a foot to the place of beginning.

Containing two thousand four hundred and sixteen square feet.

THIRTEENTH TRACT: Beginning in the Easterly line of Straight street at a point distant one hundred feet Northerly at right angles from the Northerly line of Governor Street running thence (1) Northerly along the Easterly line of Straight street four feet and eighty seven hundredths of a foot to a bend in the same thence (2) Northerly still along the Easterly line of Straight street twenty-two feet and fifty-eight hundredths of afoot to the Southerly line of lot number 95 thence (3) Easterly along said line of lot number 95 and parallel with Governor street one hundred and six feet and forty-four hundredths of a foot to the Westerly line of lot number 84 fronting on Harrison Street, thence (4) Southerly at right angles to the last mentioned course twenty five feet to a point distant one hundred feet Northerly at right angles from the Northerly line of Governor street, thence (5) Westerly parallel with Governor Street one hundred and sixteen feet and seven hundredths of a foot to the Easterly line of Straight street and the place of beginning.

Being lot number 97 as laid down on map U of property of Society for Establishing Useful Manufactures made by A. A. Fonda C. E.

FOURTEENTH TRACT: Beginning at the corner formed by the intersection of the Southerly line of Harrison Street with the Easterly line of Straight street, thence running (1) Easterly along the South line of Harrison Street two hundred and two feet and ninety hundredths of a foot thence (2) Southerly at right angles from Harrison Street ninety five feet and sixty seven hundredths of a foot to the North line of lots fronting on Governor Street; thence (3) Westerly along the rear line of said lots one hundred and twenty five feet to line of lot now of said party of the first

part, thence (4) Northerly along said lot twenty five feet to the Northeast corner of same thence (5) Westerly still along the North line of said lot one hundred and six feet and forty-four hundredths of a foot to Straight street thence (6) Northerly along Straight street seventy five feet and ninety one hundredths of a foot to Harrison Street and the place of beginning.

Being lots numbers 91, 93 and 95 Straight Street and lots numbers 84, 86, 88, 90 and 92 Harrison Street as laid down on Map U of lots of said Society U. M.

FIFTEENTH TRACT: Beginning in the North line of Governor Street and at the Easterly line of land now of said company distant one hundred and ninety four feet and seventy seven hundredths of a foot Easterly from Straight Street; thence running (1) Northerly along said line one hundred feet to the south line of lots of said company, thence (2) Easterly along same and beyond same and parallel with Governor Street seventy five feet, thence (3) Southerly parallel with the first line one hundred feet to Governor street and thence (4) westerly along Governor street seventy five feet to the point of beginning.

Being lots numbers 97, 99 and 101 Governor street as laid down on Map U of lots of the Society U. M.

SIXTEENTH TRACT: Beginning in the South line of Harrison Street at the distance of two hundred and two feet and ninety hundredths of a foot Easterly from Straight street thence (1) Southerly along the East line of land of said Paterson Consolidated Brewing Company ninety five feet and sixty seven hundredths of a foot to another line of said Brewing Company's land; thence (2) Easterly along the same twenty five feet; thence (3) Northerly parallel with the first course ninety five feet and seventy three hundredths of a foot to Harrison Street and thence (4) Westerly along Harrison street twenty five feet to the place of beginning.

*Exhibit D. F.-1.*

Being lot numbers 94 Harrison Street as laid down on map U of lots formerly of the Society U. M.

The last six described tracts constituting the Brewery plant with all the appurtenances thereto belonging as now used and occupied by the parties of the first part and further being the same premises conveyed to the Paterson Consolidated Brewing Company by The Burton Brewing Company by deed dated March 6, 1890, and recorded in the Clerk's Office of Passaic County in Book X 9 on pages 427 &c.

It is also intended hereby to convey all the fixed machinery of every kind and description in all the buildings on the above described sixteen tracts of land including engines, boilers, ice machines, shafting, piping, &c.

HABENDUM IN FEE.

COVENANTS OF SEIZIN AGAINST ENCUMBRANCES AND RIGHT TO CONVEY.

WARRANTY.

EXHIBIT D. F.-1.

EMMONS T. FULLERTON AND ANNA H. FULLERTON, HIS WIFE, AND ETHELBERT G. FULLERTON AND SUSAN V. FULLERTON, HIS WIFE,
*to*
D. FULLERTON & CO., a corporation.

DEED.

Dated April 9, 1904.
Ackd April 9, 1904.
Recd. April 12, 1904.
Liber L-16, p. 297 &c., Passaic County.
Consideration $1.

CONVEYS IN FEE, all those certain tracts or parcels of land and premises, hereinafter particularly de-

scribed, situate, lying and being in the City of Patersin, in the County of Passaic and State of New Jersey:

First Tract: Beginning at the southerly corner of River Street and Keene (formerly called Greene) Street, and running thence (1) easterly along Keene Street one hundred and twenty-nine feet and eighty-eight hundredths of a foot to the Paterson and Ramapo Railroad; thence (2) southerly along the said railroad one hundred and eight feet and five hundredths of a foot; thence (3) westerly parallel with Keene Street one hundred and sixty-nine feet and five tenths of a foot to River Street and thence (4) northeasterly along River Street one hundred and twenty-eight feet and thirty-eight hundredths of a foot to the place of beginning.

Being the same premises described in a deed from Sarah J. Fullerton and others to Emmons T. Fullerton and Ethelbert G. Fullerton, dated October 1st, 1901, recorded in the Passaic County Clerk's office in Book C 15 of deeds, pages 571 &c.

Second Tract: Beginning on the westerly side of East Fifth (formerly Pearl) Street in the most southerly line of lands formerly belonging to Edward Van Houten, running from thence (1) northeasterly along the westerly line of East Fifth Street, one hundred feet; thence (2) northwesterly at right angles to said East Fifth Street about one hundred feet to the Passaic River; thence (3) southerly along Passaic River one hundred feet to the said most southerly line of land formerly belonging to Edward Van Houten; thence (4) southeasterly along the same one hundred and three feet and seven inches to the place of beginning.

Third Tract: Beginning in the westerly line of East Fifth Street at a point in the same one hundred feet northerly from Warren Street and running from

thence (1) westerly at right angles with East Fifth street to the easterly line of the Passaic River; thence (2) northerly along the same about fifty feet; thence (3) easterly at right angles with East Fifth Street to the westerly line of the same; thence (4) southerly along the westerly line of East Fifth Street fifty feet to the place of beginning.

FOURTH TRACT: Beginning at a point in the westerly line of East Fifth Street one hundred and fifty feet northerly from Warren street, and running from thence (1) westerly at right angles from East Fifth Street to the easterly line of the Passaic River; thence (2) northerly along the same one hundred and twenty-five feet; thence (3) easterly at right angles with East Fifth Street to the westerly line of East Fifth Street; thence (4) southerly along the same one hundred and twenty-five feet to the place of beginning.

The three tracts of land last above described are the same as conveyed by Sarah J. Fullerton and others to Emmons T. Fullerton and Ethelbert G. Fullerton by deed dated October 1st, 1901, and recorded in the Passaic County Clerk's Office in Book C 15 of Deeds, pages 557 &c.

Also all those certain tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the City of Passaic, County of Passaic and State of New Jersey.

FIRST TRACT: Beginning at a point on the westerly side of Central Avenue one hundred and forty five feet southerly from line of lands of Henry P. Simmons; said point of beginning being the southeasterly corner of lands now or formerly of Miriam H. Demarest, running thence (1) westerly along said Demarest's line one hundred and seven feet more or less to the right of way of the New York, Lake Erie and Western Railroad Company; thence (2) southerly

and along said right of way fifty feet; thence (3) easterly and parallel with the first course one hundred and seven feet, more or less, to the westerly side of Central Avenue; thence (4) northerly along said westerly side of Central Avenue fifty feet to the point or place of beginning.

SECOND TRACT: Beginning at a point on the westerly side of Central Avenue where the southerly line of lands of David Fullerton and the property herein described intersect each other, and running thence (1) westerly and along said division line one hundred and seven feet more or less to the line of the Erie Railway Company; thence (2) southerly and along said line six feet and six inches more or less to the lands of the said railroad; thence (3) easterly and parallel with the first course one hundred and seven feet more or less to the said side of Central Avenue and thence (4) northerly and along the same six and one-half feet to the point or place of beginning.

Being the same premises described in a deed from Sarah J. Fullerton and others to Emmons T. Fullerton and Ethelbert G. Fullerton, dated October 1st, 1901, and recorded in the Passaic County Clerk's Office in Book C 15 of deeds, pages 562 &c.

COVENANTS AGAINST GRANTORS' ACTS.