SECOND ANNUAL REPORT

OF THE

Board of Public Utility Commissioners

FOR THE

STATE OF NEW JERSEY

FOR THE YEAR

1911

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REPORT.

To the Honorable Woodrow Wilson, Governor of the State of New Jersey:

SIR—The Board of Public Utility Commissioners respectfully submits herewith its annual report. This report is the second to be made by a Board of Public Utility Commissioners in this State, and the fourth report made since the creation of a Board of Railroad Commissioners. In the report submitted last year, reference was made to the work of the Board of Railroad Commissioners since its organization in 1907, and to the fact that this Board had been, by a law passed at the session of 1910, changed to a Board of Public Utility Commissioners.

Under Chapter 195, P. L. 1911, commonly known as the Public Utilities Act, the jurisdiction of the Board was expanded, and its activities have taken on new forms. Doubts that were previously entertained as to its powers under the law of 1910 have been largely removed by the Act Concerning Public Utilities; and the Board has been given additional powers not bestowed by prior enactments. Most notable among these is the power to "fix just and reasonable individual rates, joint rates, tolls, charges or schedules thereof, as well as commutation, mileage and other special rates which shall be imposed, observed and followed thereafter by any public utility * * * whenever the Board shall determine any existing individual rate, joint rate, toll, charge or schedule thereof, or commutation, mileage, or other special rate to be unjust, unreasonable, insufficient or unjustly discriminatory or preferential." Power is also given the Board to order the suspension of increases in rates, or changes or alterations in classifications or schedules, pending hearing and determination as to whether the increases or changes or alterations aforesaid are just and reasonable.

It is preeminently this power over rates that has differentiated most notably the last eight months of the Board's experience from preceding periods; and it is to the existence of this rate-making power that State control of public utilities in New Jersey has assumed its present complexion. At the present time the three most far-reaching problems which face the Commission are all rooted in matters of the control of rates to be charged by public utilities for services rendered. These three problems involve first, rates for intrastate commutation service; second, the price of gas to the thousands of New Jersey consumers; and third, the charges for the use of telephones over a very considerable area of the State.

COMMUTATION RATES.

Among the rates over which the Board is given jurisdiction, commutation rates are specifically mentioned. In the early summer of 1910, several railroads operating in New Jersey made material increases in commutation rates for travel between points in New Jersey and the City of New York. Numerous complaints of these increases were made at the time to the Board, and these were referred to the Interstate Commerce Commission as the body having jurisdiction over travel between the States. In addition to the complaints forwarded by the Board, other complaints were filed with the Interstate Commerce Commission by commuters' associations, civic associations and individuals. Hearings were held by the Interstate Commerce Commission at which the State was officially represented by the President of the Board of Public Utility Commissioners and the Attorney-General, assisted by special counsel.

Shortly after the passage of the Public Utilities Act and before a decision had been announced by the Interstate Commerce Commission in the cases before it, the Board received a petition praying that under the provision of the statute giving the Board power to fix commutation rates, it deduct from the rates in effect, prior to the increases, the rate for ferriage between New Jersey points and New York City, and declare the remainder to be the proper rates for commutation service within the State.

The petitioners prayed that this should be done immediately, and with only such formality of hearing as would comply in a technical sense with the provision of the law requiring hearings as precedent to the Board's orders. The Board refused to grant the prayer of the petitioners for reasons set forth at length in a memorandum which is submitted with this report.

At this time, the jurisdiction of the Interstate Commerce Commission over commutation rates was in dispute. The State had disclaimed the possession of any power to regulate rates between points in New Jersey and New York, and had built a case before the Interstate Commerce Commission on the contention that, notwithstanding the absence of a specific delegation of power over commutation rates by Federal law, the commission could in the exercise of its general rate-making powers, require the railroads to show the reasonableness of increases in such rates, before they should be allowed. The decision of the Interstate Commerce Commission sustained the contention of the State, resulted in the assumption by that body of jurisdiction over commutation rates, and required new schedules to be filed by certain of the railroads providing for reductions in such rates.

Following this decision, the Board of Public Utility Commissioners, on its own motion, began an investigation to determine whether discrimination was practised against any of the inhabitants of the State because of the refusal of the railroads to sell commutation tickets from interior New Jersey points specifically good to Jersey City or Hoboken. In the course of this investigation, it was clearly demonstrated that numerous commuters traveled daily from other points in New Jersey to Jersey City and Hoboken, that they did not continue their journeys to New York, and that they were unable to buy tickets which could be used to Jersey City and Hoboken, unless they purchased tickets beyond these points to New York City.

It was further shown that in many cases commuters would travel to Jersey City or Hoboken by rail, and change by choice to the road and cars of another independent carrier, and go by

another route, operated under a different management, from these cities to New York.

In such cases the commuters could not buy from the initial carriers commutation or special rate tickets to Jersey City or Hoboken. The Board decided that discrimination existed against passengers thus denied tickets issued to their destination in New Jersey by the carrier's line; and that this discrimination was sufficiently grave to justify the issuance of an order to the roads to sell tickets naming the New Jersey points at which the passengers desired to terminate their journeys by the carrier's line. The companies accordingly were ordered to file schedules of commutation rates to these cities. This order was carried up to the Supreme Court on certiorari. The writ was granted but without a stay, and the legality of the order is now pending before that tribunal. In the meantime, the schedules have been filed, but the rates quoted to Hoboken and Jersey City are in all cases the same as the rates to New York. The Board has initiated proceedings to determine whether these rates are just, reasonable, and non-discriminatory.

In addition to the investigation of the commutation rates, the Board has held hearings on proposed new schedules of passenger rates which were to have been made effective by numerous railroads on August 1, 1911. These schedules showed both increases and decreases for which justification was claimed principally on the ground that the new schedules would be, for the parts of journeys with the State, more in conformity with the rules of the Interstate Commerce Commission, based on the present Interstate Commerce Act as amended, than the old schedules were, and would form a more uniform system of rates.

As the increases were numerous, and some were material, the Board ordered them suspended; and not being satisfied with the reasons given for the advances finally refused to allow them. A memorandum defining the Board's position with respect to these rates is submitted with this report. Some of the companies have subsequently requested a rehearing of the schedules containing the increases, and the Board is now considering these applications.

DISCRIMINATION.

The new act became effective May 1, 1911, and on May 5, 1911, the power of the Board to suspend rates was exercised on its own initiative in an order issued to the Public Service Railway Company, which had discontinued the sale of tickets at a reduced rate for the transportation of children to and from school over its several lines, in the city of Newark, such discontinuance resulting in an increase of the then existing rate for such transportation.

The increased rate was ordered suspended for one month and a hearing was called by the Board upon the question "whether such increased rate is just and reasonable." It was contended by the Public Service Railway Company that to maintain the old rate would be a discrimination against children traveling elsewhere than to and from school, and would constitute a preference made unlawful and subject to penalty by the statute.

A writ of certiorari was allowed on application by the Public Service Railway Company to determine the legality of the Board's order. The order was upheld by the Supreme Court. No appeal was taken from this decision, and the old rate has been since maintained by the company.

In a number of cases, where doubt has existed as to the lawfulness of continuing rates which apparently constitute discriminations, the Board has been asked for rulings. Questions as to the legality of railway companies affording transportation at less than published rates for the beneficiaries of fresh-air funds; of free transportation by street railways of municipal employees; and of transportation of members of the national guard, on behalf of the State at reduced rates, have been among the problems submitted to the Board.

It has seemed to the Board that while the Legislature intended to discourage the giving of free service, or service at reduced rates, by utilities to favored individuals, it did not intend to prohibit under all circumstances the provision of such service.

The Board therefore on May 9th formally announced that "the continuance of existing rates, which have the sanction of custom, where such rates are presumably of assistance in facili-

tating education, and the administration of charities, and thus in line with public policy, will not be regarded as conflicting with the statute, prior to the hearing and determination of specific cases involving the points at issue." The Board announced later that it "does not regard the free transportation, without discrimination, on behalf of a municipality of policemen, firemen, and inspectors of boards of health, in the performance of their public duties as a violation of provisions of P. L. 1911, Chapter 195."

The principle of the ruling has been construed by the Board to be broad enough to cover transportation for the State of members of the national guard, at reduced rates, to and from the camp at Sea Girt, and also transportation of letter carriers at reduced rates for the Federal Government.

COMPLIANCE WITH MUNICIPAL ORDINANCE.

Section 17 of the Utilities Act gives the Board power, after hearing, upon notice, by order in writing, to require every public utility, as defined by the act, "to comply with the laws of this State and any municipal ordinance relating thereto, and to conform to the duties imposed upon it thereby or by the provisions of its own charter * * *." Complaint was made to the Board that the Public Service Railway Company refused to give transfers at all connecting and intersecting points, in the city of Newark. It was claimed that the laws of the State delegated to the Board of Street and Water Commissioners of Newark certain powers with respect to street railway companies, and that under the delegated power the commissioners had enacted ordinances requiring the several street railway companies operating in Newark to grant transfers at all connecting and intersecting points.

Appeal was made to this Board to require the Public Service Railway Company to grant the transfers and "so perform the public duties imposed upon it."

The Board after hearing and investigation determined that the Public Service Railway Company is legally bound to give a transfer to any passenger paying the fare of five cents upon any of its cars, such transfers entitling the passenger "to a con-

tinuous ride in either direction on any street railway line intersecting with, or connecting with, the line upon which said transfer was given." The Board further found that the requirement to give such transfers "may not be restricted or delimited to a line that may take the passenger, without further change, to his ultimate destination, but that transfers must be given on any intersecting or connecting line that advances the passenger continuously toward his ultimate destination, even though a retransfer is required to bring him to his ultimate destination."

This order of the Board was reviewed on certiorari by the Supreme Court, and affirmed by that tribunal.

CHARGES FOR GAS.

The Board has received a number of complaints from municipalities alleging unreasonable charges for gas. The position of New Jersey with respect to this utility is somewhat peculiar, in that most of its larger cities are supplied by one company, the activities of which extend over the northern and central, and part of the southern sections of the State. The complainants, therefore, while coming from different municipalities, have been largely directed against one company and management.

The first of these complaints came from the city of Paterson, and the Board has deemed it wise to investigate thoroughly, in connection with this complaint, conditions in the Passaic district before taking up the other complaints. In doing this, the Board has caused a valuation to be made of the properties of the Public Service Gas Company in the Passaic district, employing for the purpose an expert firm of gas engineers with special knowledge of the value of gas properties. This valuation has been practically completed, and hearings are now being conducted at which other information is being obtained, that taken in connection with the work of the Board's experts will form a basis for final decision.

All the gas companies as well as other utilities have been requested to file schedules of rates with the Board. A study of these has caused the Board to initiate on its own motion inquiries into the reasonableness of the charges made by several companies. This has resulted in the issuance of orders affecting

a reduction in the price of gas charged by the Consolidated Gas Company supplying Long Branch and nearby towns, and the price charged by the Salem Gas Light Company.

Prior to the reduction ordered in the rate of the Consolidated Gas Company, the Board had before it a petition for the approval of a permit granted to a company to supply gas in a township which the Consolidated had a prior franchise to supply, and where in the judgment of the Board, the Consolidated could economically render service. To have approved the later franchise would have meant to acquiesce in the policy of competition between utilities under conditions, where in the opinion of the Board competition would not work a public benefit, but tend ultimately to the public injury. The Board subsequently withheld its approval of the later permit.

CHARGES FOR ELECTRIC SERVICE.

What has been said with respect to charges for gas applies also to charges for electric service in that the larger municipalities, and many of the smaller as well, are supplied by one company. A number of complaints have been made to the Board in regard to the system of minimum charges made for electric service provided by this company.

To determine an equitable basis for minimum charges, and the times of payment therefor, is an intricate problem which is being investigated thoroughly by the Board and upon which its conclusions will be announced at an early date. Hearings have also been initiated by the Board as to the reasonableness of regular charges for electric service, and these are being conducted as expeditiously as is possible with the means at the Board's command. Without attempting to forecast the outcome of such investigation, it may be said that rates for electric current for light and power appear to be more nearly conformable to the rates exacted for similar service elsewhere in comparable instances.

TELEPHONE RATES.

The telephone companies operating within the State have been directed to file with this Board their regular schedules of rates

as well as all individual telephone contracts made at other rates than the standard. As a result of this inquiry, there has been a very considerable reduction of non-standard and discriminatory rates. In some instances subscribers whose rates were advanced to the standard rate discontinued telephone service. In some places, notably in Camden, New Jersey, the standard rates quoted by the Delaware and Atlantic Telegraph and Telephone Company evoked complaints which were brought before this Board. The defendant company which operates over 30,000 telephone stations in the western and southern part of the State has asked that the review of its rates be made as a State-wide inquiry, and not confined to a single municipality or county. There is thus in progress before the Board an extended hearing involving the fundamentals of telephone rates and charges.

STANDARDS FOR SERVICE.

The Board is given power "after hearing, by order in writing, to fix just and reasonable standards, classifications, regulations, practices, measurements or service to be furnished, imposed, observed, and followed thereafter by any public utility * * *." The Board may also, after hearing by order in writing, "establish reasonable rules, regulations, specifications and standards to secure the accuracy of all meters and appliances for measurements."

The value of these provisions of the law is indicated by the fact that until this year the only State regulation dealing with the important subject of standards for gas service was a law passed in 1874. This statute because of advances in the art of manufacture had become obsolete, and in our judgment has been superseded and should be formally repealed.

Notices of hearing were served on the several gas companies, and following such hearing, and after a careful consideration of the subject, the Board issued an order establishing a system of standards and regulations to be observed by the gas companies. The general theory on which these rules are based is that the companies must furnish a product which is adequate; must deliver this product under uniform and adequate conditions;

must measure correctly such product on delivery to the customer; and last, must in billing the customer furnish such information with regard to meter readings and financial obligations as will convey clearly to the customer the exact conditions of his relation with the company. Another principle which has guided the Board in formulating these rules and regulations is that a utility should be reasonably free to administer its affairs, but that adequate records should be kept on file to which reference may be made and which would show all conditions of operation.

The system of standards and regulations adopted by the Board fixes a standard for quality which is believed to be in accordance with the best modern practice. Other requirements which may be reasonably expected to result in adequate service are as follows:

1. Tests must be made periodically and records kept of the quality.
2. Records are to be kept showing the pressure under which service is furnished to customers.
3. Meters are to be tested upon complaint of consumer or in any case, at least once in five years, such tests being made by the company, using a standard meter prover which has been previously tested and certified by an inspector of the Commission.
4. All bills rendered are to give the reading of meter at the beginning and end of the periods for which they are rendered and must show the gross amount and the net amount if any discount is involved.
5. Companies are to take steps to provide their customers with knowledge regarding the methods of reading meters.

The Commission's inspector of gas will make periodical visits to the works of each company in order to look over and check the records regarding quality and pressure. The testing and certification of the meter provers in use by the companies is now in progress and will be completed at an early date.

The Board's electrical inspector was directed to visit the plants of the electric lighting companies, to make general inspections of the plants and their overhead systems, and to give special attention to the subject of consumers' meters and methods and apparatus used to maintain their accuracy. With the exception of a few plants, which will be inspected at an early date, this work has now been done. During these inspections the standards in use were examined, and the methods of testing and of keeping records were investigated. Where a company had no means of

testing, and was of sufficient size to warrant the expense, the advantage of purchasing a standard test meter was pointed out and advice given in regard to the same. Several companies have since voluntarily purchased testing standards, and one was ordered to do so by the Board. A majority of the companies were found to be equipped with suitable apparatus for testing, but had no means of checking their own standards. This is properly a function of the Board, to provide for which, by the courtesy of the Trustees of Rutgers College, it has equipped an electrical laboratory in one of the college buildings. There is at the laboratory a Westinghouse precision watt-meter, tested and certified by the National Bureau of Standards, Washington, and carried back from there by the inspector of the Board. This is for testing rotating standards of proper frequency, which must then be carried to the meter rooms of the various companies, compared with their standards and checked on return to the laboratory. In addition to this the equipment comprises a General Electric 60-cycle rotating standard; a Westinghouse 133-cycle rotating standard, and a General Electric ammeter; two a.c.d.c. voltmeters; and an indicating wattmeter, with a current transformer. For direct current, of which there is comparatively little in this State, the Commission has a Weston voltmeter, a millivoltmeter with triple range shunt, and two General Electric direct current rotating standards. There is also a potential battery giving anything up to 500 volts, and two current batteries.

UNIFORM ACCOUNTING.

The Public Utilities Act empowers the Board to require every public utility to keep such accounts as will "afford an intelligent understanding of the conduct of its business." To this end the Board may prescribe uniform systems of accounts, conformable where possible to systems instituted by the Interstate Commerce Commission. The Board is also empowered to order public utilities to carry a proper and adequate depreciation account.

So far as steam railroads are concerned, uniform accounts are practically secured by the carriers' filing annual returns whose

form is prescribed by the Interstate Commerce Commission. It had been anticipated that by January 1, 1912, it would be possible to require telephone companies within the State to keep accounts and to make reports in conformity with the scheme that has been elaborated by the Interstate Commerce Commission. The date upon which this new system is to become effective, however, has been postponed by the action of that Commission. The difficulty which developed when the plan was submitted to inspection and criticism was that the scheme was too elaborate for the smaller companies to comply with. The cost of keeping such accounts might well also prove prohibitive to the smaller concerns. This is a very real difficulty with utility accounting generally, and apparently can be met only by a classification of utilities supplying the same service. The basis of such classification may be gross receipts or investment.

An order was issued in January of this year requiring each gas company, whose gross income for the year ending December 31, 1910, was less than $150,000.00, to keep upon its books the accounts called for in the "classification of operating expenses, operating revenues and expenditures for Plant and Equipment" for gas companies known as the "Junior System of Accounts," prepared by the American Gas Institute, with modifications incorporated therein by the Board.

The classification includes Revenue Accounts, Operating Expense Accounts and Construction Accounts, but does not include a classification of Indicant Accounts. The order requires the keeping of depreciation accounts, and forbids any company to charge to capital accounts any item unless said item results in an actual net increase in capital value of the company's property. All such replacement or reconstruction is required to be charged to appropriate maintenance or depreciation accounts.

Subsequently, the Board's accountant had prepared a system of uniform accounts for all gas and electric companies. The scheme embraced both indicant accounts in the form of a general balance sheet, and operative accounts covering itemized revenues and expenditures. This was intended to provide a system of accounts for companies not included in the Board's original order, and also to give to the smaller companies what seemed to

be a reasonable measure of relief from some of the requirements of this order.

When in December a conference with representatives of the companies was called, it developed that the time intervening before the beginning of the next calendar year was too short to thresh out the various schedules. It was agreed, therefore, that reports should be made to the Board as far as practicable in accordance with the system proposed, but that the system as a whole should not become operative until January 1, 1913. But, in order to prevent another postponement, conference committees consisting of representatives of the companies and of the Board's chief inspector of utilities and the Board's accountant were appointed. The Board directed that not later than April 1, 1912, report upon the progress of the conference committee's work should be called for.

Similar systems of accounts were prepared for water companies and sewer companies, and a conference was held with representatives of these utilities to canvass the proposed system of accounting. The system of accounts submitted to these utilities proved satisfactory, and an order will issue to these utilities to keep their accounts in conformity therewith.

Over a year ago, after hearing and conference with representatives of the trolley companies of the State, an order was issued by the Board under its powers, as then existing, requiring said companies to keep their accounts in conformity to a prescribed system. This system was that proposed by the American Street Railway Association with some modifications by the Board, and in essentials conforms to the system prescribed by the Interstate Commerce Commission. During this current year, therefore (1911), the street railway companies have been under this requirement as to uniform accounting, and they will be required to file said reports in the early part of 1912.

It is, perhaps, hardly necessary to add that the statutory power conferred on the Board of fixing rates of depreciation can be safely exercised only upon the basis of a scientific system of accounting, instituted and put in force by public utilities.

APPROVAL OF FRANCHISES.

No privilege or franchise granted to a public utility is now valid until approved by this Board. No small part of the time of the Chief Inspector of Utilities and of the Counsel of the Board is taken up in the examination of franchises submitted for the Board's approval. Care is taken that the public interests are properly safeguarded in such grants; that the limited franchise act is not infringed; that franchise provisions are made as consistently uniform as possible, and that no provision is inserted which, under future construction as an irrevocable contract, might embarass the public interest.

APPROVAL OF SECURITY ISSUES.

The approval of this Board is now requisite to validate the issue of "any stock, stock certificates, bonds or other evidences of indebtedness payable in more than one year from the date thereof * * * ." Under this provision of the present act, it becomes the duty of the Board to approve of any proposed issue * * * "when satisfied that the same is to be made in accordance with law, and the purposes of such issue be approved by said Board."

The requirement that the Board shall approve "the purpose of such issue" has been construed by the Board as intended to afford it legitimate amplitude in inquiring into the end sought by proposed security issues. While the Board does not believe that any fair and legitimate issue of securities has been denied, impeded, or unnecessarily delayed by such a construction of the statute, it is true that the Board not infrequently has insisted on a reduction of proposed issues, where the physical assets or the earning powers of properties have seemed to warrant such reduction. At the same time the Board has felt bound by Chapter 331, P. L. 1906, which authorizes the issue of bonds "in return for cash to the extent of at least eighty per centum of the face value of said securities issued, or for property of an actual cash value of at least eighty per centum of the face value of the securities issued in payment therefor." A not uncommon

application is for authorization of the issue of bonds, for which it is expected, *in the first instance* at least, to obtain cash or property of not more than eighty per cent. of the nominal or face value of the bonds. While these bonds, for the most part, bear five per cent. interest, the real rate of interest which the company must earn on capital secured by issues of this sort is slightly in excess of six per cent., or .06025. So long as the Board's approval is required of security issues by public utilities, we believe this authorization of issuing bonds at eighty should be discontinued. The Board conceives its function in the premises, is to authorize no bond issue where there is not a strong likelihood that fixed charges can be regularly earned, and the principal paid at maturity. Its responsibility for issues is, in part, impaired if the law expressly authorizes the issue of bonds for eighty per cent. of their face value, and—barring any questionable purpose of the issue—makes it the duty of the Board to approve such issues when satisfied that the issue is "to be made in accordance with law."

ACCIDENTS.

The "Railroad Commission Act" required every railroad company to give immediate notice to the Board of Railroad Commissioners of accidents occurring upon its line of railroad, or upon the depot grounds or yards.

The "Public Utilities Act" gives the Board power to order all public utilities to give such notice as it may, by rules, require of any and all accidents which may occur on their properties, or arise from the maintenance or operation of such utilities.

The Board has made no change in the method adopted by the Railroad Commission of requiring reports of accidents by railroads. After hearing it has adopted an order requiring reports of accidents to be made by street railways. It has not been deemed in the public interest to require the reporting of accidents of a minor nature, which are inseparable from the operation of these utilities, but the order of the Board covers all cases in which the accident might be considered as in any way resulting from lax methods, in which there has been any death or serious

bodily injury, or in which the public has been subject to any material inconvenience. A copy of the Board's order requiring reports of accidents by street railways is submitted therewith.

The Board has not entered any order requiring accidents to be reported by utilities other than railroads and street railways. In time the Board may properly require the reporting of accidents of the nature of industrial accidents, but at present the number of the Board's records is so great, compared with the facilities it can employ for their proper disposition, it is not considered advisable to require reports of accidents, except such as arise from the operation of railroads and street railways.

Inspectors of the Board are continually traveling about the State, and the inspections are made of conditions at the plants of public utilities. If anything is observed which is regarded as dangerous, or as likely to result in an accident which would cause public inconvenience, it is reported and required to be corrected. It is due to the managers of public utilities to say that they are quite as much interested in the prevention of accidents as anybody else could be, and that they willingly co-operate with this Board in causing the removal of conditions which may be considered dangerous.

During the year the Board has investigated, or caused investigations to be made and reported upon by its inspectors, of a number of accidents on railroads. The most serious of these occurred on the Belvidere Division of the Pennsylvania Railroad, at Martin's Creek, New Jersey. This was a derailment of a passenger train, and resulted in the deaths of twelve and injuries to one hundred and one persons.

Under a recent Federal enactment, the Interstate Commerce Commission is authorized to investigate railroad accidents, and during the course of the Board's investigation of the Martin's Creek accident, the Interstate Commerce Commission requested permission to join with this Board in the investigation. This was willingly given by the Board, and representatives of the Interstate Commerce Commission were present at the hearing conducted by the Board. The conclusions of the two commissions were the same, and the report on the accident, which is submitted herewith, was jointly concurred in. The accident

was the first to be made the subject of investigation under the Federal statute.

INSPECTIONS.

The policy inaugurated by the Board of Railroad Commissioners of having systematic inspections made by its inspectors of railroad properties has been continued during the year.

Inspections have been made of the properties of other utilities, notably street railways, to the fullest extent possible with the means at the Board's command. The Board has kept continually employed a competent inspector making inspections of and reporting to it upon the condition of locomotive boilers.

An order of the Interstate Commerce Commission, based upon a recently enacted federal law, requires railroad companies to make reports of locomotive boiler inspection and repairs of all locomotives used in interstate commerce. Duplicates of these reports, in so far as they apply to locomotives used in New Jersey, will be filed after January 1, 1912, with this Board.

COMMON DRINKING CUP.

The law abolishing the common drinking cup went into effect on July 4, 1911. This date happened to coincide with a heated summer term. No provision had been incorporated in the statute locating responsibility for the provision, on trains, of drinking cups or glasses. After a hearing the Board has issued an order, effective January 1, 1912, requiring railroad companies to supply on trains, where drinking water is commonly provided, either inexpensive paper cups or glasses kept in sanitary condition, obtainable on demand from the trainmen. The furnishing of said cups or glasses is to be without expense to the passenger.

CARRIAGE OF EXPLOSIVES.

An act concerning the transportation and carriage of explosives, approved May 2, 1911, made unlawful the transportation of explosives under conditions mentioned in the act.

This act also placed upon the Board of Public Utility Commissioners the duty of formulating regulations for the safe transportation of explosives by common carriers engaged in intrastate commerce between points in this State. It is required by the act that the regulations adopted by this Board must conform as nearly as may be with the regulation of the Interstate Commerce Commission.

Important changes affecting the transportation of explosives in interstate commerce have been under consideration since this act passed, and the Board has deemed it wise to await the result which will be determined at an early date before formally promulgating any rules applying solely to commerce within the State. In the meantime the specific provisions of the act and the general observance by carriers of the stringent rules of the American Railway Association, as well as the present requirements of the Interstate Commerce Commission afford reasonable protection in this regard.

REPORTS TO THE LEGISLATURE.

By requirements of the Legislature, this Board is to report to that body at the coming session upon the proposed "Full Crew" Bill. Two hearings upon this measure were hold at which both the companies and representatives of railway employees appeared, and were heard. A report on this will be duly forthcoming.

GRADE CROSSINGS.

The elimination of grade crossings has become a matter of prime importance in this State. With its relatively dense and growing population and its relatively large railroad mileage the danger to life and limb daily increases.

From December 1, 1910, to December 1, 1911, twenty-three persons were killed, and seventy-nine injured at grade crossings in this State.

This Board has power, where in its judgment the conditions warrant, to order railroad companies and street railway companies to protect dangerous grade crossings by the erection of

gates or by "some other reasonable provision." Under this authority in the past year, the Board has secured protection or augmented the degree of protection at forty-nine dangerous crossings at grade. The Board has also in certain instances refused to permit highways to be constructed at grade across railroad tracks. On the other hand, the Board has approved of the construction of certain additional crossings at grade where the conditions seemed to warrant or necessitate said crossings.

The problem of eliminating grade crossings in such fashion as to minimize most rapidly the existing danger they present, cannot be successfully attacked in desultory or haphazard fashion. Not only must a census of existing grade crossings be made, but of even more importance is a classification of crossings with respect to the relative hazard which they create. A mere mechanical requirement that carriers must eliminate yearly a certain number of grade crossings might easily result in expense without a commensurate diminution of danger. If new crossings at grade were constructed at the same time, the net result of such provision might be *nil*. After a classification of crossings has been made on the basis of the relative danger they create, there arises the engineering problem of the cost of elimination. This will, of course, vary widely in different localities. It is equally true that a great difference exists in the financial ability of the different carriers to provide funds for defraying the requisite expense. This is wholly apart from the question whether the carriers, including trolley companies, are to be required to bear the whole cost or only part thereof. Moreover, many other factors enter to complicate the matter. The elimination of grade crossings may adversely affect adjacent property. If, for example, tracks are elevated in eliminating a crossing at grade so as to transform a street into a blind alley, the loss of immediate accessibility may result in depreciating the property on the street in question. Similarly the construction work might often require a relocation of sewers or pipe-systems to the financial detriment of a municipality, a public utility or an individual. These things tend to increase the cost of grade crossing elimination which, as a State-wide proposition, must be very great.

This is illustrated by the experience of Massachusetts where conditions are not dissimilar to those in New Jersey. There was expended in that State for grade crossing elimination from the time its grade crossing act became effective in 1890, until the close of 1910, the sum of $34,372,048.03. Of this total the different railroad companies expended $21,109,841.75, the State $8,809,021.74; the different cities and towns, $4,414,995.60, while the sum of $38,188.94 was paid from the Metropolitan Park Loans Fund.

The magnitude of the task of planning for the supervision of grade crossing elimination makes imperative, therefore, an adequate additional appropriation to the funds of this Board, if the Board, in addition to its other work, is to be charged by law with responsibility for this project.

It is not the province of the Board to insist upon any particular plan of grade crossing elimination, but it is not deemed improper to suggest that in planning for such elimination the law should provide for an equitable division of the cost between the companies, the State and the municipalities.

So far as the elimination of a grade crossing lessens damage costs, and the cost of protecting the crossing, it redounds directly to the financial benefit of the railroad. So far as it permits greater speed and facility of operation it also helps railroad earnings. But the carriers must make a capital outlay on this elimination work; and so far as the annual charges on the outlay are not met by the economies and facilities provided by track elevation, the railroads are bound to obtain the residue of the increased annual charge from rates and fares. If the public owned and operated the roads, track elevation would necessarily be a public charge in its entirety. While it is argued that private ownership and operation for gain transfers the responsibility from the public to the carrier, the interests of both are so closely related that, in the final analysis, no matter what provision is made for its immediate assumption, a part of the charge must be borne by the public.

If a law is passed which provides that grade crossings shall be eliminated without cost to the municipalities, it is not unreasonable to assume that, no public burden being apparent, an agita-

tion will start for the elimination of grade crossings wherever they exist, for all grade crossings are objectionable and possess some element of danger.

But to remove all these crossings must be necessarily the work of years; disappointment would ensue to those who had been led to look for immediate results, and doubt would arise as to the efficacy of the law, no matter how earnest and intelligent the efforts made for its application.

If, on the other hand, the law provides that a part of the cost, which may be small, in proportion to that paid by the railroad, shall be borne directly by the municipality sharing the benefit, local movements for the abolition of grade crossings would be accomplished by a sense of direct financial responsibility, which would tend to concentrate public attention on efforts for the elimination of crossings where the danger and annoyance are greatest.

It would seem that this concentration of attention would lead to more practical results than could be reasonably looked for if the efforts for crossing elimination are based upon the general public impression that all grade crossings in the State are to be eliminated without cost to any municipality in which such crossings exist. Any law providing for a division of the cost of eliminating grade crossings should be so framed that the municipalities would be protected against any extravagant or disproportionate expenditure of public funds for this purpose.

SUGGESTED AMENDMENTS TO THE LAW.

It is the opinion of this Board that the law relating to public utilities might be properly and advantageously amended as follows:

First—Public utilities which hereafter issue bonds for cash or property of less amount or value than the face value of the bonds, shall be required to provide out of their earnings for the amortization of the discount at which such bonds have been issued or sold; and the rate at which such provision for the amortization shall be made shall be set, fixed and determined by the Board of Public Utility Commissioners.

Second—The powers now conferred by law upon this Board empowering it after hearing, by order in writing, to direct any railroad, or street railway company to establish and maintain just and reasonable connections should be extended to other utilities where possible. Thus, to prevent the wasteful

duplication of telephone lines and plant in territory now supplied by one company, the company in possession ought to be required, when so ordered by this Board, to establish connections with other telephone companies upon such terms as this Board, if necessary, may fix and establish.

Third—There should be established by law an indeterminate franchise, compulsory for all new public utilities, and permissive, where possible, under existing law, or by mutual arrangement for existing public utilities, providing that the term of the grant or permit shall be indeterminate so long as the operation of the utility conforms to the law of the State, and the lawfully issued orders of this Board, or until purchased by a municipality; that the corporate property (exclusive of franchise valuations) and with all intangible values defined by law, in advance, shall be entitled to a fair return while operated by the company or its lawful successors or assigns, and shall be purchasable at a fair price, if ever taken over by the municipality or the State.

ORGANIZATION.

During the year the Board has maintained for the sake of convenience two divisions of its force, one termed the "Railroad Division," and the other the "Utilities Division." Each division compromises a chief and three assistant inspectors, the inspectors in the Railroad Division having had practical experience in engineering or other departments of railroad operation. Inspectors in the Utilities Division have been selected with special reference to their education and experience in the fields of electrical, mechanical or civil engineering, one of the inspectors of this division having been selected particularly for his knowledge of the manufacture and distribution of gas.

The Board also employs an expert accountant, whose time has been largely occupied in conducting examinations in connection with applications for approvals of issues of stock and bonds, and in formulating uniform systems of accounting.

No strict line is drawn between the two divisions and inspectors from one are frequently assigned to work in the other division. A branch office has been maintained during the year at Newark and most of the inspectors' office work is done there.

All the orders are issued and the correspondence of the Board is conducted through the Secretary, and the Board's records are kept at the office at the State House. The law requires the Board to maintain an office at the State House, and it is seriously handicapped because the crowded condition of the Capitol has not admitted of the provision of offices in any degree commensurate with the proper requirements of the Board.

It has been difficult for the Board to perform its administrative duties, to properly keep its records and to hold its many hearings in such quarters as have been available for its use, and this difficulty becomes greater as the work of the Board increases. It is hoped that in planning any changes to be made at the State House to relieve the present condition the requirements of this Board will be given careful consideration, and that a means may be found to provide it with suitable offices.

Dated December 30th, 1911.

Respectfully submitted,

ROBERT WILLIAMS, *President,*
THOMAS J. HILLERY,
WINTHROP MORE DANIELS,
Board of Public Utility Commissioners.

Attest:

ALFRED N. BARBER,
Secretary.

Decisions, Orders, Memorandums and Rulings.

The following are the decisions, orders, memorandums and rulings formally adopted by the Board during the year nineteen hundred and eleven, up to the time of compiling this report:

In the Matter of Station Facilities Provided by the Erie Railroad Company, at Hohokus. } **ORDER.**

A report of an inspection by the Board's Chief Inspector of its Railroad Division, of the station at Hohokus, stated that the location is dangerous because of a curve and grade; that train No. 307 ordinarily meets train No. 34 at or near the station each day, and recommended that either a signal, holding trains back while eastbound trains are at the station, or an intertrack fence, should be built.

The Board of Public Utility Commissioners for the State of New Jersey, after hearing upon notice, examination of its Chief Inspector of its Railroad Division upon such report and recommendation, and due consideration, on this twentieth day of January, nineteen hundred and eleven,

ORDERS that the Erie Railroad Company forthwith proceed to build and complete, not later than March twenty-first, nineteen hundred and eleven, at Hohokus station, an intertrack fence, so constructed as to prevent passengers crossing the track to board a train while another train is passing the station.

Dated January 20th, 1911.

In the Matter of the Complaint of Eighth Ward Citizens' League Concerning Inadequacy of Toilet Facilities Furnished by Pennsylvania Railroad Company at its Jersey City Station. } **ORDER DISMISSING COMPLAINT.**

After formal hearing and due consideration, the Board of Public Utility Commissioners for the State of New Jersey con-

cludes that the complainant herein has failed to make out a case of failure to furnish proper and adequate station facilities, and therefore dismisses the complaint.

Dated January 24th, 1911.

In the Matter of Complaint of Withdrawal of a Train Leaving Newark for Paterson at 7:15 A. M., on the Newark Branch of the Erie Railroad Company. } **ORDER.**

An order was made by this Board on November twenty-ninth, nineteen hundred and ten, that the Erie Railroad Company, on or before January first, nineteen hundred and eleven, place in operation a passenger train leaving Newark for Paterson daily (except Sundays) at about the hour of nine o'clock in the morning and thereafter maintain such train in service.

The Erie Railroad Company complied with this order, but at the same time withdrew from service a train leaving Newark at 7:15 A. M.

Complaint being made that in consequence of the withdrawal of said train the Erie Railroad Company fails to furnish proper and adequate transportation facilities between the cities of Newark and Paterson, the Board of Public Utility Commissioners for the State of New Jersey now, after due hearing, sustains said complaint, and

HEREBY ORDERS that the Erie Railroad Company on or before March first, nineteen hundred and eleven, place in operation a passenger train leaving Newark for Paterson, daily (except Sundays) at about the hour of 7:15 o'clock in the morning and thereafter maintain such train in service.

(The prior order of the Board, hereinbefore referred to, did not contemplate that in complying therewith any train then in service should be discontinued.)

Dated January 24th, 1911.

In the Matter of the Complaint of the Inhabitants of the City of Trenton Against the Trenton Street Railway Company. } **ORDER.**

The complaint in this proceeding is submitted on behalf of the Common Council of the city of Trenton. Briefly stated, it alleges that much of the roadbed, track and overhead system of the Trenton Street Railway Company is improperly constructed and that cars weighing twenty tons, or thereabouts, are improperly equipped with hand brakes.

The complaint prays:

(a) That the Company may be ordered to so reconstruct, replace and put in good order the roadbed of its line of railway that in the operation thereof the cause of the injury and damage, resulting from improper construction, may be removed;

(b) That the Company may be ordered to reconstruct, repair and put in good order its overhead system;

(c) That the Company may be ordered to provide its cars with air-brakes, of a type commonly used in the controlling of cars of the weight herein mentioned.

An answer was filed to the complaint traversing its allegations.

On the issues raised by the complaint and answer formal hearings were held; testimony was taken on behalf of the petitioner and respondent, and inspections of the property of the respondent were made by members of the Board and by its inspectors and engineers.

The Board of Public Utility Commissioners for the State of New Jersey, after consideration of such testimony, and the results of such inspections, determines that the Trenton Street Railway Company does not now furnish safe and adequate service in the city of Trenton and that, in order that such service may be furnished by it, it is requisite that the following work be done:

(1.) The complete reconstruction of the track on Hamilton Avenue, from Clinton Avenue to Chambers Street.

(2.) The complete reconstruction of the track on East State Street from Broad Street to the Canal Bridge.

(3.) The complete reconstruction of about five hundred feet of track on South Broad Street, from a point about two hundred feet north to a point about three hundred feet south of the Canal.

(4.) The repair of all joints in the track located at the following points:
(a) South Clinton Avenue from the Pennsylvania Railroad Bridge to Dye Street.
(b) West State Street from Willow Street to Overbrook Avenue.
(c) South Broad Street from State Street, south for a distance approximately twenty-two hundred feet.
(5.) The repair of all joints in the track located at the following points:
(a) East State Street from Clinton Avenue to the Pennsylvania Railroad Bridge.
(b) Olden Avenue from Hamilton Avenue to East State Street.
(c) Perry Street from North Broad Street to North Clinton Avenue.
(d) North Clinton Avenue from Perry Street to Perrine Avenue.

The Board of Public Utility Commissioners further determines that, in order that the Trenton Street Railway Company may furnish safe and adequate service, it is requisite that in the repair of joints in track it substitute for the type of joint now in use a joint of the girder or of the continuous type; that such joints be supported on two (2) ties instead of by one, as is now the practice; that the ties be provided with stone ballast properly tamped, to prevent further settling, and that the rails, when joints are in place, be ground down to provide a smooth surface.

The Board of Public Utility Commissioners for the State of New Jersey, therefore, hereby

ORDERS AND DIRECTS that the Trenton Street Railway Company begin, on or before the fifth day of April, one thousand nine hundred and eleven, and wholly complete, during the year nineteen hundred and eleven, the work required by the items foregoing, numbered from one (1) to four (4), both inclusive; and complete before the close of the year nineteen hundred and twelve the work required by the foregoing item numbered five (5); that in the repair of joints the directions above set out be followed and that joints of the type above described be used in all work of track reconstruction hereby required.

The Board further determines that a finding that the Trenton Street Railway Company fails to furnish safe and adequate service, in that the overhead work of its line of street railway is in defective and dangerous condition, would not now be justified.

It appears that within a comparatively recent time this overhead work has been the subject of special attention by the Company, and an inspection discloses it to be now in good condition.

The Board will, however, hereafter cause thorough inspections of this overhead work to be made at regular intervals, and will, if, and when occasion requires it, issue specific orders with reference thereto.

The Board further finds that the heaviest cars of the Trenton Street Railway Company run through the city of Trenton to nearby municipalities, the speed being increased after leaving the city. These cars are equipped with air brakes. Other cars, however, including ten of the "pay-as-you-enter" type, are equipped merely with hand-brakes. The hand-brake equipment on the heavier cars is, however, of a more powerful type than is in use on the older and lighter cars.

In view of the absence of any steep grades in the city, and the speed maintained for urban traffic, the Board considers the hand-brake equipment on these cars efficient and in accordance with good practice. The Board, therefore, determines that in this respect the Trenton Street Railway Company furnishes safe and adequate service.

The Board, however, determines that the Trenton Street Railway Company fails to furnish safe and adequate service in the city of Trenton in that it operates cars that are not properly equipped with sand-boxes, and it hereby

ORDERS said Company forthwith to equip each car operated by it, and not already so equipped, with an approved type of sand-box.

The work of reconstruction and repair hereby ordered to be done should have been done heretofore, from time to time, as the occasion therefor first arose.

The expenditures for this work should have been met by the application of the earnings of the Company thereto.

To avoid a repetition of existing conditions the Board

RECOMMENDS that the Trenton Street Railway Company forthwith set up a depreciation account; that the work by this order required to be done be paid for, so far as is practicable, from such fund; and that hereafter such a sum be set aside anually, to the credit of such fund, as will suffice to maintain the property of the Company in condition to furnish safe and adequate service.

The investigation necessitated by this proceeding has directed attention to the fact that the single track, with its system of turnouts, located on Hamilton Avenue, interferes with the prompt operation of cars, resulting in delays to the traffic. To meet this situation the Board

RECOMMENDS to the Trenton Street Railway Company that it initiate such proceedings as may be necessary to enable it to construct an additional track on Hamilton Avenue, from South Clinton Avenue to Chambers Street.

Dated March 3d, 1911.

In the Matter of the Proposed Removal of Avalon Station on the Line of the West Jersey and Seashore Railroad Company. } **DISMISSAL OF PROTEST.**

The protest of certain of the residents of Avalon against the proposed removal of the station, on the line of the West Jersey and Seashore Railroad Company, a distance of some seven hundred and fifty feet from its present location, is hereby DISMISSED.

The protest filed in this proceeding was met by a petition signed by other residents of Avalon, requesting the sanctioning of the proposed removal of the station. Although a day for hearing was fixed and notice given to the protestants, no one appeared on their behalf.

The Board has, therefore, been denied a more specific statement of the grounds of objection than the general allegation of inconvenience, which appears in the protest.

The Board has heard the statement of a representative of those petitioning for sanction for the proposed removal; it has likewise considered detailed plans showing the past, present and probable future development of the community. It has reached the conclusion that the present and future needs of the community will best be served by the removal of the station from its present location to the location proposed; and that such removal will not seriously affect, in this case, the value of property immediately surrounding the station at its present location.

Dated March 14th, 1911.

In the Matter of the Complaint of the Seventh Ward Improvement Association of Jersey City Against the Public Service Railway Company. } **ORDER DISMISSING COMPLAINT.**

To the above complaint an answer was filed by the Public Service Railway Company, and a hearing was held, at which the complainants were represented by members of the Association, and the respondent by Counsel.

It appears from the testimony that the Public Service Railway Company is operating a street car line in Jersey City from the Pennsylvania Railroad ferry to Greenville, and that only part of the cars operated on said line go through to the end, and that the remainder of the cars are turned back at Culver Avenue.

It also appears that the territory beyond Culver Avenue is sparsely settled, and that the number of cars needed to transport persons from the ferry to Culver Avenue is of necessity greater than that required to transport persons to Greenville. It also appears that the rules of the Company require that its cars be marked according to their destination, namely—those running to Culver Avenue are so marked, and those running through to Greenville are marked "Greenville."

The complainants claim that transfers should be issued at Culver Avenue to persons leaving Culver Avenue cars and desiring to continue the trip through to Greenville. First, because many persons who desire to go through to Greenville board Culver Avenue cars by mistake. Second, because the Public Service Railway Company is obliged under its franchise to issue transfers at "intersecting lines, which transfers shall entitle the holder thereof to a continuous ride, within the limits of Jersey City, on such intersecting line."

The Board is of the opinion that the regulation by the Company affording a greater number of cars between the ferry and Culver Avenue, which is a more densely populated district than that beyond, is a necessity, and that the issuing of transfers at Culver Avenue would tend to the overcrowding of the short line cars, thereby causing inconvenience and discomfort to passengers on the short line. Such transfer would in no way hasten the

journey of the Greenville passenger, as he would be obliged to wait at Culver Avenue for the Greenville car, which he might have taken at the ferry or points between the ferry and Culver Avenue.

The Board is further of the opinion that it is not a just cause of complaint that persons make mistakes in boarding cars properly marked and should therefore be transferred free to other cars. The duty rests upon the traveler of choosing the proper car or route to reach his destination, and the Company is therefore not responsible for such mistakes.

The line of railway is continuous from the ferry to Greenville, and the Board is of the opinion that there is no intersecting line at Culver Avenue within the meaning of the ordinance above referred to.

The complaint is therefore DISMISSED.

Dated April 11th, 1911.

In the Matter of the Complaint of the Town of West Hoboken Against the Public Service Railway Company. } **RECOMMENDATION.**

The complainant herein seeks an order requiring the Public Service Railway Company to provide and maintain at or near the corner of Hillside Road and Palisade Avenue, in the town of West Hoboken, a suitable station for the accommodation of patrons of said road who change cars at this point and transfer from one line of said Company to another.

The Public Service Railway Company is a Traction Company formed under the provisions of Chapter 172 of the Laws of 1893. The act (Laws 1910, Chapter 41), which confers jurisdiction on the Board over the Public Service Railway Company, confers upon the Board power, by order in writing, to require the Company "to furnish safe and adequate service."

The Board finds, as the result of the hearing had, that the point is a place of transfer for passengers from one line to another; that the erection of a shelter shed at this point is reasonably required; that Hillside Avenue is practically abandoned as a street; that the Company could erect a shelter in a curve of

the line, as shown on map offered in evidence, on Hillside Avenue, by a slight encroachment on the street. If the consent of the governing body of the town could be obtained, and that of abutting property owners on Hillside Avenue, the Board would recommend that a shelter for the protection of passengers be erected at or near such point on Hillside Avenue.

Dated April 11th, 1911.

In the Matter of the Application of the Atlantic City Gas Company, for Relief Under Section 9, Chapter 41, Laws of 1910. } **MEMORANDUM.**

In substance this proceeding involves a conflict arising out of the action of the city of Atlantic City in providing for the construction of a storm-water sewer in Baltic Avenue, from Georgia Avenue on the west to Rhode Island Avenue on the east, and the necessity of continuing, as far as possible, without interruption, the supply of gas to the inhabitants of Atlantic City by the Atlantic City Gas Company, during the progress of the work of constructing this storm-water sewer.

In the judgment of the Board, conference in a spirit of fairness between the representatives of the city, the contractor to whom the work of constructing the storm-water sewer was awarded, and the representatives of the Atlantic City Gas Company would, in view of the necessity of providing the city with storm-water sewer facilities and at the same time maintaining the supply of gas, have resulted in an amicable adjustment of differences and obviated the delay necessarily attendant upon formal proceedings before the Board.

In view of the order served upon the Gas Company requiring it to remove all pipes, etc., coming within a space twenty-three feet wide measured from the North building line of Baltic Avenue and Rhode Island Avenue, and of the fact that literal compliance with this order will deprive the inhabitants of Atlantic City of gas for a period extending over several months, the Board has decided at this time not merely to refer the matter back to the parties in interest for negotiation and adjustment, but to state its conclusions.

It is apparent that no matter how the work of constructing the storm-water sewer may be carried on, certain of the principal mains through which gas is supplied to the inhabitants of the city will be to some extent interfered with.

The minimizing of this interference is the problem for consideration.

The interference permits of classification into six divisions:

(1st) Sixteen-inch pumping main along Baltic Avenue from Arkansas Avenue to Georgia Avenue.

This main is in line with the proposed sewer trench and the Gas Company has already taken steps to lay a new main on the south side of the street as far removed as practicable from the line of the trench.

(2d) Crossing of the trench by the pumping main at Arkansas Avenue.

The service of this main must be maintained at all times. Should the contractor desire this main to be removed for the purpose of sheet piling the trench, it can be removed only under the explicit understanding that the operation of piling can be continued until the main is reached, at which time the Gas Company should lay a temporary supply around the excavation enabling the contractor to proceed with his work of sheet piling. It is imperative that this main be out of service not longer than two (2) hours during which time temporary connections may be made. Temporary connections so made should be maintained, and not interfered with until the concrete construction at this place has reached the point where permanent connections can be safely put in place.

(3d) There are two (2) large supply mains crossing the line of the trench, one at Arkansas Avenue, the other at Michigan Avenue. These are the chief medium of supply to the city, and both cannot be out of service at the same time even for a short space of time. One main can be dispensed with at a time. For the sake of the service, neither should be interfered with any longer than is absolutely necessary. If these mains can be continued in place without seriously interfering with the operations of the contractor, the best plan of operation will be to allow them to remain in service until the section of the sewer at these points is ready for the roof. On the other hand, if either main in the position it now occupies, interferes with the work of sewer construction, then the only alternative will be to remove one of these mains entirely from the limits of the excavation; allow this section of the conduit to be completed, and permanent connections made and tested and service restored before disturbing the other.

(4th) Trunk main along Baltic Avenue. This consists of a sixteen-inch main from Arkansas Avenue to North Carolina, and twelve-inch main from the last point to Rhode Island Avenue. Borings made on April 13th and 14th showed that the distance from the north building line to center line of gas main is as follows:

At Rhode Island Avenue,	24′ 3″
At Massachusetts Avenue,	24′ 11″
At Connecticut Avenue,	25′ 10″
At New Jersey Avenue,	26′ 8″
At Delaware Avenue,	26′ 8″
At Maryland Avenue,	26′ 7″
At Virginia Avenue,	27′
At Pennsylvania Avenue,	26′ 6″
At South Carolina Avenue,	25′ 8″
At North Carolina Avenue,	26′ 4″
At Tennessee Avenue,	34′ 6″
At Kentucky Avenue,	38′

Inspection of work now going on in Atlantic City established that disturbance of the ground affects structures at a much greater distance than is the case where the soil is firm and comparatively stable.

The trunk main in Baltic Avenue is shown by the above data to be from 1′ 3″ to 4′ outside the 23-foot line, and judging from similar work now going on in the same city, it would appear that the foundation of this main will be endangered by the work incidental to the putting down of sheet piling and again when the piling is withdrawn. It is the opinion of the engineers of the Gas Company that "in view of the unusual conditions surrounding this work and of the treacherous condition of excavating and running sand, this main can only be guarded against damage and settlement by being supported on piles, these piles to be jetted in to a depth exceeding the depth to which the piles supporting the sewer or conduit will be driven." The Board's engineers coincide with this opinion, but believe that the contractor should be required to comply strictly with sections 4, 40, 105 and 106 of the specifications, bearing in mind that service from the Baltic Avenue main must not at any time be interrupted or endangered during the progress of the work.

The Gas Company should at once commence the work of installing piling and capping under this main in the manner referred to above and the contractor should not commence excavation until the main is properly supported at that point.

(5th) Subsidiary branches crossing Baltic Avenue. These should be properly cared for to the end that consumers may not be deprived of a supply of gas.

(6th) Building services along Baltic Avenue. These should be properly cared for and the Gas Company should be given sufficient space above or below grade to enable it to supply these services from a temporary main during the progress of the work.

No order will at this time issue in this proceeding. The suggestions hereinbefore contained will be regarded as recommendations. The proceeding will, however, be continued by the Board, and should negotiations between the parties in interest not result in adjustment of present differences, the Board will on Tuesday, the 9th day of May, 1911, at eleven o'clock in the forenoon, at the State House, in the city of Trenton, hear all parties in interest on the question of the issuance of an order in accordance with the suggestions contained in this memorandum.

Dated April 25th, 1911.

In the Matter of Complaint of the Mayor of the Town of Kearney Concerning Passenger Fares Between Jersey City and Arlington and West Arlington Stations on the Erie Railroad. } **MEMORANDUM.**

Complaint is made in this proceeding that the rates of passenger fares for carriage between Jersey City and the Arlington and West Arlington Stations on the Erie Railroad are excessive.

The statute under which the Board now acts confers upon it power "to hear and examine complaints concerning rates * * * and make such *recommendations* as it may see fit concerning" the same.

No power to issue an order concerning rates is thereby conferred upon the Board.

The rates of fare complained of are less than the rates limited by Section 38 of an act concerning railroads (Revision of 1903) (P. L. 1903, chapter 257), which reads as follows: "Any railroad company may demand and receive such sums of money for the transportation of persons on its railroad and connections, and for any other service connected with the business of transportation of persons on or over said railroad or to or from the same, as it shall from time to time think reasonable and proper, not exceeding, in the case of railroad companies organized under this act, three cents per mile for carrying each passenger on such railroad and not exceeding, in the case of railroads constructed or operated under a special charter, three and a half cents per mile for carrying each passenger on such railroad and not exceeding the rate per mile limited by the charter, but no charge shall be required to be less than ten cents.

The rates complained of are in part at least involved in the investigation of interstate commutation rates initiated by the Interstate Commerce Commission.

In view of the following considerations:

(1.) The fact that as stated the Board has no power to issue an order on this complaint if the complaint is sustained and that its power is confined to recommendations;
(2.) That a statute becoming effective May 1, 1911, will vest the Board with power to order;
(3.) That as indicated the rates complained of are within the limitations fixed by statute, and
(4.) That the rates of which complaint is made are now in part under consideration by the Interstate Commerce Commission.

The Board does believe that action taken by it at this time upon this phase of the complaint would be unwarranted.

Complaint is further made in this proceeding that in the rates under consideration the Arlington and West Arlington stations are discriminated against.

The Board has heretofore indicated in a memorandum its conclusion that its power to require the cessation of discrimination is confined to discrimination between persons and does not extend to discrimination between localities.

The statute before referred to becoming effective May 1st, 1911, in express terms extends the power of the Board to discrimination between localities.

The complaint herein is therefore dismissed but without prejudice, since the matters thereof have not been passed upon.

Dated April 25th, 1911.

In the Matter of the Complaint of J. M. Evans (The Town of Bloomfield Intervening), Against the Erie Railroad Company, Alleging Failure to Furnish Adequate Service to the Town of Bloomfield. | **MEMORANDUM AND ORDER.**

The Greenwood Lake Division of the Erie Railroad serves the town of Bloomfield.

Two stations of this division are located within the corporate limits of the town, one designated as "Orchard Street," the other as "Bloomfield."

The complaint herein alleges that the Erie Railroad Company does not furnish the town of Bloomfield adequate service, in that no trains stop at the Orchard Street Station for the purpose of letting off or taking on passengers between the hours of eleven minutes after five o'clock and seven minutes after six o'clock, in the evening, and that no trains stop for such purpose, at the Bloomfield station, between the hours of fourteen minutes after five o'clock and nine minutes after six o'clock, in the evening.

Consideration of the complaint, answer and testimony taken at the hearing in this proceeding, impels the Board to the conclusion that in view of the population of the town of Bloomfield, and the volume of the passenger traffic to and from that town, the complaint is well founded and that a service that affords no facilities, for a period of approximating one hour, during the part of the day to which the complaint is directed, cannot be said to be adequate.

A study of the time table of trains operated on this division shows that during the hour, in which no service is furnished the town of Bloomfield, four trains pass through the town without stopping.

In the judgment of the Board, Train Number 525, leaving Jersey City at seventeen minutes after five o'clock, can be stopped at the Orchard Street Station, to let off and take on passengers, without causing any unreasonable degree of inconvenience to passengers for stations lying beyond.

The Board therefore adjudges that the complaint herein, of inadequate service, is sustained, and

ORDERS that the Erie Railroad Company stop train Number 525, leaving Jersey City at seventeen minutes after five, at its arrival at the Orchard Street Station, in the town of Bloomfield, to let off and take on passengers, to the end that adequate service may be furnished by said Company to said town.

Dated April 25th, 1911.

In the Matter of the Complaint of the Borough of Fort Lee Against the Public Service Railway Company. } **MEMORANDUM.**

The respondent in this proceeding, a traction company organized under the laws of the State of New Jersey, operates a street railway commonly known as the Palisade Railroad, through the borough of Port Lee.

At the junction of this line with that of the New Jersey and Hudson River Railway and Ferry Company at Fort Lee the respondent maintains a shelter or waiting-room.

This shelter or waiting-room is not provided with toilet facilities.

The complaint alleges that the absence of such facilities has resulted in a public nuisance at this point, and seeks an order requiring the installation of such facilities.

The jurisdiction of the Board to afford the relief sought is questioned by the respondent.

The Board heretofore, in a memorandum filed in the proceeding entitled *Rosemont Improvement Association* vs. *North Jersey Rapid Transit Company*, expressed doubt as to the possession

by it of power to require a street railway or traction company as distinguished from a steam railway company to provide waiting-rooms.

The doubt, so expressed, extends to the question of the possession by the Board of power to require such companies to install additional facilities in waiting-rooms voluntarily provided by them.

The Board has, on the testimony in the pending proceeding, reached the conclusion that a finding that the respondent company fails to furnish "adequate service" in that toilet facilities are not provided in the shelter or waiting-room provided by it, would not be justified.

This conclusion renders it unnecessary to determine the question raised as to the power of the Board.

That in some degree a public nuisance exists is established by the testimony.

This nuisance, however, is not occasioned alone by the conduct of those carried by the respondent company.

Contributing to it are others for whose unseemly conduct no degree of responsibility attaches to the respondent company.

Fair police supervision by the municipality would abate the nuisance.

Such supervision is not maintained.

Assuming that the Board had the power needed to grant the complainant's request, and that the situation justified its exercise the conditions complained of would not be met.

On this assumption the respondent company could only be required to furnish the facilities in question for the use of its patrons and could not be required to furnish them for use by the public generally.

No patron of the company has appeared before the Board complaining of inadequate facilities.

The complaint of the municipality is based, as stated, merely upon the existence of a public nuisance to which others than patrons of the respondent company contribute.

This nuisance is due, as has been indicated, to lack of police supervision.

The nuisance due to this cause does not justify requiring the respondent company to expend the considerable sum required in providing the facilities sought and the employment of additional help in maintaining the same in proper condition.

The complaint herein is therefore hereby dismissed

Dated April 25th, 1911.

In the Matter of the Complaint of New Jersey Produce Company, Against the Central Railroad Company of New Jersey, Concerning Rate on Shipments of Peaches Between Lebanon and Perth Amboy. } **MEMORANDUM.**

The complainant is a shipper of peaches.

The complaint alleges that the respondent company during the early part of August accepted peaches from the complainant, for shipment from Lebanon to Perth Amboy, both stations on the line of the respondent company, at the rate of 24 cents per 100 pounds, and that thereafter it refused to receive shipments at this rate.

The testimony establishes this allegation.

The respondent company maintains during the "peach season" a special service for the transportation of peaches—a perishable commodity.

This had led to the promulgation of two rates:

(1.) An official classification rate of 24 cents per 100 pounds, for less than carload shipments; and 16 cents per 100 pounds, for carload shipments of 15,000 pounds minimum.

Estimating four baskets of peaches to the hundred pounds the rate would equal 6 cents per basket.

(2.) A local commodity rate of 36 cents per 100 pounds, equaling 9 cents per basket.

Under the commodity rate a special service is provided: a special car is afforded when the shipments of one or more shippers aggregate fifty baskets or more; and the movement is expedited.

The testimony makes it apparent that the complainant received the special service to which the local commodity rate applies.

A statement of deliveries compiled from the records of the respondent company shows that all shipments by the complainant

during the months of August and September left Lebanon between half-past seven and half-past eight o'clock in the evening; that these shipments, except in two instances, arrived at Perth Amboy about twenty minutes after two o'clock the following morning, and that in the two excepted instances the time of arrival was some time before five o'clock the following morning.

Had these shipments been made under the official classification rate, the forwarding would have been by freight arriving on the day following shipment, but at no scheduled hour, and by reason of the delays to which freight shipments are subject, perhaps too late for the market.

It appears then that the complainant has received the special service, but has, through some agency error, paid less than the local commodity rate applicable to the service.

The complainant herein is therefore dismissed.

The complainant makes claim that the respondent refused during the "peach season" to accept shipments of peaches at other than the local commodity rate.

It appears that there is some foundation for this complaint, since one of the witnesses produced by the respondent company seemingly regarded the official classification rate as suspended during this period.

It would seem clear that such refusal cannot be justified.

If such is the shipper's desire, shipments should be accepted under the official classification rate.

The shipper is in such case, of course, not entitled to the special car movement to which the local commodity rate applies.

In view of the confusion which exists, and which is due to the error of the agents of the respondent company, the Board recommends that the company adopt some special means to bring the fact of the existence of the two rates to the attention of its agents and the shippers of peaches in the territory served by it, and to make clear the difference in the service to which these rates respectively apply.

Dated April 25th, 1911.

In the Matter of the Complaint of Certain Residents of Upper Montclair Regarding Service Furnished by the Public Service Railway Company on its Valley Road Line. } **MEMORANDUM AND RECOMMENDATION**

Certain residents of Upper Montclair filed a petition complaining of service furnished by the Public Service Raiway Company on the Valley Road Line.

The complainants alleged that cars are run regardless of any established schedule; that while passengers are waiting at the transfer point for a Valley Road car such car is held at the station of the Deleware, Lackawanna and Western Railroad for an incoming train, and that frequently cars are so overcrowded at night that when the transfer point is reached no stop is made there for waiting passengers.

The Board was requested to make an investigation "to ascertain if it would not be feasible for the Public Service Railway Company to run Valley Road cars during the rush hours direct between Newark and the terminal point, without change, at intervals of not more than thirty minutes, and if such arrangement is found feasible to make such order or recommendation as necessary in the premises to cause cars to be so run."

Copy of the complaint was served upon the Company; answer was made and a hearing held.

As a result of the hearing, supplemented by an inspection of the conditions complained of, the Board finds that cars are run on a ten-minute schedule, during rush hours, and on twelve and fifteen-minute schedules when travel is lighter.

The number of cars provided by these schedules seems to be reasonably adequate for present traffic.

It appears that cars are sometimes held at the station of the Delaware, Lackawanna and Western Railroad for periods of three to five minutes, the object being to accommodate passengers for Upper Montclair who arrive on trains which are due when the street cars are held.

This practice appears to be justified, in that it provides for the convenience of the greater number of those who use the street cars.

The Board does not find that cars pass the junction point because they are too full to accommodate passengers. When cars have passed the junction point, without stopping for waiting passengers, it has been apparently because such passengers have not been seen by the conductor or motorman.

The Board is of the opinion that it would not be feasible, under present conditions, to operate Valley Road cars, during rush hours, between Newark and the terminal point, without change.

The Board believes, however, that better service should be provided those who use these cars and to that end hereby RECOMMENDS:

First—That the transfer point for passengers from the Valley Road cars to Newark be made at the station of the Delaware, Lackawanna and Western Railroad, and that passengers, to be transferred, remain upon the Valley Road cars until such cars arrive at the station.

Second—That the transfer point for passengers from Newark to Upper Montclair be made at the station of the Delaware, Lackawanna and Western Railroad.

Third—Between the hours of 5 P. M. and 9 P. M., all northbound Valley Road cars wait at the corner of Bloomfield Avenue and Valley Road, not to exceed two minutes.

Fourth—That motormen and conductors be instructed to exercise particular care to be at all times watchful for passengers for the Valley Road cars.

The above recommendations must not be construed in any way to affect the privilege now afforded citizens of Upper Montclair, of using transfers at any point in Montclair, and this privilege should be continued.

Dated April 28th, 1911.

In the Matter of the Petition of the Delaware, Lackawanna and Western Railroad Company, Praying That an Order of This Board, Made April 28th, 1908, Be Revoked. } **REVOCATION OF ORDER.**

On April twenty-eighth, nineteen hundred and eight, an order wa smade by the Board of Railroad Commissioners (the predecessors of the present Board of Public Utility Commissioners), that the Delaware, Lackawanna and Western Railroad Company reopen the station which had been closed at Wyoming, and furnish adequate train service at said station. The Railroad Com-

pany, not complying with this order, proceedings were taken, on the application of the Board, by the Attorney-General. Pending final decision in the Supreme Court of this State, the Railroad Company filed its petition praying that such order be revoked.

To this petition an answer was filed by George P. Richardson, representing residents of Wyoming and the eastern portion of Milburn Township, and a hearing was had at which the said Railroad Company was represented by counsel, and the respondents, by members of the Wyoming Association and other residents and property owners living in the neighborhood of Wyoming.

It appears from the testimony that since the making of the order of April twenty-eighth, nineteen hundred and eight, new highways have been constructed in the Wyoming portion of Milburn Township, principal among which is Glen Avenue, which passes within two hundred feet of the present station located at Milburn and used by the people of Wyoming. A path has been laid leading directly from Glen Avenue to the station.

Objection was made at the hearing to this means of access because this path is crossed by two freight tracks leading to the freight yard of the Company, in the rear of the station, and a track leading to a stone quarry to the north. In an attempt to improve this condition, the Board has caused a survey to be made and plans prepared for an overhead structure leading from Glen Avenue to the station, so as to avoid the crossing of these freight tracks at grade. The contour of the land is such that, in order to obtain sufficient clearance above said tracks, the floor of the overhead structure would be at an elevation of sixteen and one-half feet above the level of Glen Avenue. Such a structure, in the opinion of the Board, for this purpose is impracticable.

It is, however, the opinion of the Board that the Railroad Company should not permit any car or engine to cross the path, above referred to, nor permit any train movements across said tracks between the hours of 6 A. M. and 10 P. M.

There is no complaint by the respondents as to the train service at the Milburn Station, nor as to the condition of the station buildings, which are admittedly adequate for the purpose. The Board is of the opinion that the principal objection, in the former

complaint, namely, inaccessibility, has been removed by the construction of Glen Avenue and other highways, connecting therewith, and that with the cessation of railroad traffic across the path, leading from Glen Avenue to the Station, during the hours mentioned above, the facilities afforded at the new station will be proper and adequate.

The order of the Board of Railroad Commissioners of April twenty-eighth, nineteen hundred and eight, is therefore revoked.

This revocation is, however, conditional upon the Delaware, Lackawanna and Western Railroad Company stopping forthwith, and refraining hereafter, during the hours between 6 A. M. and 10 P. M., from the operation of any engine, car or train across the path leading from Glen Avenue to the Milburn Station.

Dated April 28th, 1911.

In the Matter of the Petition of Joseph Anderson for an Order to Compel the Public Service Railway Company to Sell Tickets. } **ORDER DISMISSING PETITION.**

Joseph Anderson filed his petition praying that the Public Service Railway Company be ordered to sell tickets to its patrons. An answer was filed and hearing was held, at which both parties were present in person or by counsel. The petitioner claimed that the Public Service Railway Company fails to furnish safe and adequate service, in that it has discontinued the sale of tickets as was formerly its custom. He does not ask for any reduction in price, but claims that it would not only be a convenience to carry tickets, but that it would materially assist in loading the cars quickly.

The Company claimed that the printing and sale of tickets entailed a great expense; that the tickets were liable to be counterfeited, and that they were experimenting on devices to register fares in boxes, and that only coins could work the mechanism; samples of such boxes were exhibited and they have been seen in use on the cars of the Company.

In the judgment of the Board, the Company does not fail to furnish safe and adequate service by reason of not having tickets

on sale for the use of its patrons, and the petition is hereby DISMISSED.

Dated April 28th, 1911.

In the Matter of the Discontinuance by the Public Service Railway Company of the Sale of Tickets at a Reduced Rate for Transportation of Children to and from School Over Its Several Lines. } ORDER.

The Public Service Railway Company having discontinued the sale of tickets at a reduced rate for the transportation of children to and from school over its several lines, and such discontinuance resulting in the increase of the then existing rate for the transportation of children to and from school:

The Board of Public Utility Commissioners, of its own initiative, hereby calls a hearing upon the question of whether such increased rate is just and reasonable, and hereby fixes Wednesday, the seventeenth day of May, nineteen hundred and eleven, at the hour of ten o'clock in the forenoon of such day, at the Court House, in the city of Newark, as the time and place of such hearing, and said Board hereby

ORDERS the said Public Service Railway Company, pending such hearing and determination therein, to suspend the said increased rate for the transportation of children to and from school for the period of one month, from the date hereof, and during the period of such suspension, to continue the sale of tickets at the rate prevailing at the time of such increase to such children for such transportation.

And it is further ORDERED that this order be forthwith served by the Secretary of the Board upon the Public Service Railway Company.

Dated May 5th, 1911.

An appeal was taken from the above order. The decision of the Supreme Court is given below.

No. 278, June T., 1911. NEW JERSEY SUPREME COURT.

Public Service Railway Company
vs.
Board of Public Utility Commissioners.

Argued by consent before MINTURN, *J., June 8, 1911.*
Frank Bergen, for the prosecutor.
Frank H. Sommer, for the defendant.

Certiorari to determine the legality of an order of the Public Utility Commissioners restoring a reduced rate of fare to school children.

MINTURN, J. The importance of a speedy review of the legislation under consideration in this case by the court of last resort requires that the expression of my views be briefly and expeditiously stated.

The concrete question involved is whether a system of three-cent fares, maintained by the railway company for many years, was abrogated by the enactment of the so-called Public Utility Law (*P. L. 1911, ch. 195*). The contention that it was abrogated is based by the company upon a construction given by the Interstate Commerce Commissioners to section 3 of the Interstate Commerce Act, which is substantially similar to section 18 of the act *sub judice*.

I am of the opinion that the construction adopted in that case should not be followed here—first, because the act is not the same enactment in terms, and secondly, because the Interstate Commerce Commissioners are an administrative and not a judicial body, and their decision as an administrative body on a detail of the act is not a judicial determination. *Interstate Commerce Commission* v. *Bunson, 154 U. S. 447.*

To adopt the construction given by an extra-territorial court to an act subsequently adopted in another State, so that the construction thus given may be read into the act as part of it, the statute must appear to be the same in its entirety, and its terms "must be of doubtful import" so as to require construction. So said Mr. Justice Van Syckel in *Fritz* v. *Kuhl, 22 Vr. 199.*

Chief Justice White, in *N. Y. & N. H. R. R.* v. *Interstate Commerce Commission* (*200 U. S. 402*), limits the application of the rule to a construction "not palpably erroneous." He applied it in *Interstate Commerce Commission* v. *D., L. & W. R. R.* (*220 U. S. 235*), because the section in question had been copied from the English Railway Consolidation Act of 1845, and that act had been passed upon by the English Courts of Judicature and not by an administrative commission.

The practice of such a commission may assist us in construing an act, but we are not bound to accept it as a part of the act under the recognized rule of judicial construction. We are free, therefore, to place our own construction on this act.

The Public Utility Act does not abrogate the system of three-cent fares maintained by the railway company, because section 18 applies only to such preferences as are undue or unreasonable. This was not the enactment of a new condition, nor did it create a new legal status. It was the immemorial rule of the common law. *Messenger* v. *P. R. R. 36 N. J. L. 407; Atchison, T. & S. F. Ry.* v. *D. & N. R. R., 110 U. S. 667.*

When the railway, a decade ago, instituted the system of three-cent fares upon some of its lines, and entered into contracts in the form of municipal ordinances on other lines, it did so under the aegis of this common law rule, now transmuted into statute law.

The only change, therefore, that has been effectuated by this legislation, which can be said to affect the railway at all at this juncture, is that the Legislature has created a Commission and conferred upon it the power to determine what preferences are "undue or unreasonable." Otherwise the law is the same that existed when the Public Service Company took over its subsidiary lines with their municipal limitations as to fares and with commendable public spirit made a uniform reduction in fare on its entire system for school children. Its contention that the effect of the enactment was to repeal this beneficent condition does not accord with the spirit and intent of the act. The clear legislative purpose was to administer and to regulate in their operation these instrumentalities, quite properly denominated public service com-

panies, which are chartered *pro bono publico,* and are compensated by public individual contributions for the service performed.

This company had converted itself by its low fares, into an auxiliary of the State, in assisting in the spread and maintenance of education, by facilitating the transportation of school children at low fares. This was not an undue or an unreasonable preference *ipso facto*. It was in line with the spirit of our constitution and with the laws and immutable traditions of our State, making for the perpetuation of an enlightened citizenship based upon the education afforded by our schools. To insist that in the passage of an act designed merely to regulate this public service it was within the contemplation of the legislator to condemn a manifest public benefit by converting it into a violation of law, and to thereby overturn a system and a condition most jealously guarded for centuries as the bulkwark of our institutions, is to attribute to the legislative mind forgetfulness or indifference to the fundamental policy and traditions of our government and our people.

A proper construction of this act must accord with its spirit and intent (*1 Black. 62; Rector Trinity Church* v. *U. S., 143 U. S. 457*). The clear intent and spirit of this legislation is to erect a tribunal or commission in the State with powers of administration and regulation, substantially similar to those exercised by the Interstate Commerce Commission, in which shall be vested the power to make the necessary investigation for the purpose of ascertaining not whether a preference has been given, as in this case, but whether, in justice to the public, the preference so accorded is "undue or unreasonable."

It is difficult to perceive why the special rate accorded to school children under this regulation of the company should be abrogated by this act, while the well-known regulation of railway companies of carrying small children free of charge remains unquestioned. If this act, *ex vi termini,* operates to abrogate the three-cent fare regulation as a preference, a *fortiori* must it apply to a regulation which results in carrying persons free of charge, unless the power is lodged by the act with this Commission to determine what is not undue and unreasonable as a preferential regulation.

The act of the railway company in this instance must, therefore, be considered as the increase of a rate of fare which was in existence when the statute became effective. Section 17 of the act, subdivision (h) confers upon the Commission power "to hear and determine whether the said increase charge or alteration is just and reasonable." Such is the purpose of the order under review, and the Legislature having conferred the power of regulation and administration upon the Commission, this court will not interfere in the discharge of that duty, except, in the language of the thirty-eighth section of the act, where it clearly appears that there was no evidence before the Board to support reasonably such order or that the same was without the jurisdiction of the Board. Neither of these conditions existing in this case, the order of the Board of Public Utilities Commission now under review will be affirmed.

In the Matter of the Complaint of Frank McMahon Against the Atlantic Highlands Gas Company In re Kind of Pipe to be Laid in Borough of Rumson.

DISMISSAL OF COMPLAINT.

Frank McMahon, in person.
E. E. Eysenbach, for the Atlantic Highlands Gas Company.

From the record it appears that the complainant, by letter dated February 21st, 1911, addressed to this Board, complained of the quality of pipe to be laid by the Atlantic Highlands Gas Company in the streets and public places of the borough of Rumson (in accordance with an ordinance passed by said bor- October 20th, 1910, accepted by said company November 4th, 1910, and approved by this Board December 20th, 1910), alleging that "wrought steel pipe" corrodes rapidly, and causes great leakage of gas and consequent destruction of all kinds of vegetable life in the vicinity of the aforementioned kind of pipe. Complainant admits that "no objection was made to this franchise when public notice was given that it was pending, because it was thought the usual cast iron pipe was to be used." Complainant and others were subsequently heard at Red Bank, New

Jersey, on March 31st, 1911, with reference to the different kinds of pipe employed for supplying gas, the relative durability of the same, and the leakage resulting from their respective use.

It appears that high pressure gas distribution requires the employment of the wrought pipe; that the life of wrought and cast pipe depends rather upon the soil and other conditions and surroundings in which pipe is laid than upon the difference in the structure of pipe, whether cast or wrought; that leakage is at least as likely from the cast variety, of which complainant approves, as from the wrought pipe, of which he complains, and that damage to vegetation is no more likely to result, other things being equal, from the use of one than from the other.

For the reasons aforesaid the complaint is dismissed.

Dated May 31st, 1911.

In the Matter of the Continuance by Public Utilities of Existing Rates Which Are of Assistance in Facilitating Education and the Administration of Charities. } **RULING.**

The continuance of existing rates, which have the sanction of custom, where such rates are presumably of assistance in facilitating education and the administration of charities, and thus in line with public policy, will not be regarded as conflicting with the statute, prior to the hearing and determination of specific cases involving the points at issue.

Dated May 9th, 1911.

In the Matter of the Application of the North Jersey Rapid Transit Company for Modification of an Order of the Board of Public Utility Commissioners for the State of New Jersey, Dated July 26, 1910. } **MODIFICATION OF ORDER.**

On July twenty-sixth, nineteen hundred and ten, permission was given to the North Jersey Rapid Transit Company to cross certain streets and highways at grade. This permission was given subject, among other conditions, to one that the Company should operate its cars singly, and not in trains.

Application being made to the Board, by the said North Jersey Rapid Transit Company, for permission to use three cars as a unit, the Board, after notice and hearing, does hereby grant such permission, subject to the following:

That this permission be limited to the operation of a train with three cars as a unit, in the following cases only:

(*a*) To such occasions as when special conditions require the transportation of church, fraternal and other organizations of a kindred nature.

(*b*) To such times as, owing to a congestion of passengers, the usual one-car service shall be insufficient to accommodate the traffic.

Dated May 16th, 1911.

In the Matter of the Application of the North Jersey Rapid Transit Company for Modification of an Order of the Board of Railroad Commissioners for the State of New Jersey, Dated December 21, 1909. } **MODIFICATION OF ORDER.**

On December twenty-first, nineteen hundred and nine, permission was given to the North Jersey Rapid Transit Company to cross certain streets and highways at grade. This permission was given subject, among other conditions, to one that the Company should operate its cars singly, and not in trains.

Application being made to the Board, by the said North Jersey Rapid Transit Company, for permission to use three cars as a unit, the Board, after notice and hearing, does hereby grant such permission, subject to the following:

That this permission be limited to the operation of a train with three cars as a unit, in the following cases only:

(*a*) To such occasions as when special conditions require the transportation of church, fraternal and other organizations of a kindred nature.

(*b*) To such times as, owing to a congestion of passengers, the usual one-car service shall be insufficient to accommodate the traffic.

Dated May 16th, 1911.

In the Matter of Furnishing Adequate and Proper Service by the Atlantic Coast Electric Light Company. } **ORDER.**

The Atlantic Coast Electric Light Company is a public utility, and supplies current for electric light and power to numerous parties.

Investigation by the Board shows that this company does not have any effective means of making known to its customers the method employed by it for reading meters, and the bills rendered by the company do not show the reading of the meter at the time the charge is made and the reading at the time of the last preceding charge, except where requests are made by customers that meter readings be placed on their bills.

The Board of Public Utility Commissioners, after notice and due hearing, determines that in the matters above referred to the Atlantic Coast Electric Light Company fails to furnish adequate and proper service and hereby

ORDERS—(1) That the Atlantic Coast Electric Light Company print upon all bills rendered for metered service a brief, but clear, description of the method employed by said company for reading meters, or use some other equally effective means to impart this information to its customers.

(2) That the said Atlantic Coast Electric Light Company print upon all bills rendered for metered service—(*a*) the reading of the meter at the time the charge is made; (*b*) the reading of said meter at the time of the last preceding charge.

Dated May 16th, 1911.

In the Matter of Certain Published Statements Made in Connection With the Offering for Sale of Public Utility Securities Issued Under the Laws of this State.

The attention of the Board of Public Utility Commissioners has been directed to certain published statements made in connection with the offering for sale of certain public utility securities issued under the laws of this State. These statements are so worded as to be capable of misleading the public, and par-

ticularly possible investors, by including the belief that this Commission confirms, or has confirmed, the financial and business standing of issuing corporations *as a whole*, by approving the issue of certain securities by such corporations. As regards the approval of security issues, the statute charges the Commission with the duty "after hearing, to approve of any such proposed issue maturing in more than one year from the date thereof, when satisfied that the same is to be made in accordance with law and the purpose of such issue be approved by said board." (Laws of 1911, Chapter 195, Section 111.) Such approval, when granted, must not be interpreted as implying more nor less than the law specifically requires. Nor does such approval by this Board of such proposed issues of securities carry or imply any confirmation of the business or financial standing of the issuing corporation as a whole. All persons who utter, issue, circulate or publish any statement to the contrary will be held to strict accountability for the same.

Dated May 26th, 1911.

In the Matter of False Statements, Alleging Issuance of Orders Increasing Rates.

The attention of the Board of Public Utility Commissioners has been called to certain unauthorized, unwarranted and unfounded statements to the effect that the Commission has issued orders for the increase of certain rates, tolls, fares or charges for services rendered by certain public utilities. The Board of Public Utility Commissioners hereby declares, and makes known, that no such orders, up to this date (May 26th, 1911), have been made or issued, and that any statements to the contrary are absolutely without foundation; and warns all persons uttering, issuing, circulating or publishing such statements that they will be held to strict accountability for such statements.

Dated May 26th, 1911.

In the Matter of the Application of the Atlantic Highlands Gas Company for the Approval of an Ordinance Passed by the Township Committee of the Township of Shrewsbury, County of Monmouth, State of New Jersey, November 17, 1910.

MEMORANDUM WITHHOLDING APPROVAL.

1. Services afforded by public utilities tend eventually to be rendered under conditions of monopoly.
2. Competition is likely to be short-lived.
3. Where competing companies serving the same consumers finally unite, the unnecessary duplication of plant and appliances entails a permanent burden upon the public.
4. The creation of various boards and commissions with supervisory powers over public utilities and often with eventual powers of rate-fixing, demonstrates that the illusive doctrine of competition in this field is being superseded by an experimental regime of strictly regulated monopoly.
5. Exceptional circumstances that might exist in particular cases and warrant approval of ordinance to competing company, not found to exist in the present case.

John E. Foster, for Atlantic Highlands Gas Company.

E. E. Eysenbach, for Consolidated Gas Company of New Jersey.

In the matter of the above-mentioned application the record discloses, among the relevant facts and considerations, the following:

First. That on September 15, 1910, the Atlantic Highlands Gas Company filed with the clerk of the township committee of Shrewsbury township, county of Monmouth, State of New Jersey, a petition praying for the consent of said township committee for a franchise for the use of the streets, avenues, public roads, highways, alleys and public places by said company for the laying and maintaining of conduits, pipes, mains and other appliances in order to supply gas for lighting, heating and power to the inhabitants of said township.

Second. That the proceedings in the matter of said petition were in conformity with the provisions of Chapter 36 of the Laws of 1906. The franchise was for fifty years, and the in-

terests of the community were otherwise safeguarded by stipulations as to price, quality and pressure of gas, as to street excavations and possible damages resulting therefrom, as to repaving, as to the franchise taxes to be paid by the company, as to forfeiture of the franchise by failure of the company to comply with its obligations thereunder, and also in other material directions.

Third. That the hearings upon the proposed franchise were duly advertised, and that the franchise, after the prescribed first and second readings, and after amendment, finally passed to its third reading, and on November 17, 1910, was adopted and approved by the said township committee.

Fourth. That the Atlantic Highlands Gas Company duly accepted the franchise as passed, and notified the clerk of the township committee thereof.

It appears also that the Consolidated Gas Company of New Jersey had previously been granted a franchise by the township committee of Shrewsbury township, county of Monmouth, State of New Jersey, to pipe the streets and public places of said township, and to supply gas to the inhabitants of said township. This franchise was granted on May 18, 1895, and while there appears to have been found no evidence upon the minute book of the township of Shrewsbury of a formal acceptance of the aforesaid franchise by the Consolidated Gas Company, the minute book of the aforesaid gas company, duly verified, shows that the company accepted said franchise, and that the township committee had been duly apprised of this acceptance. Moreover, the undisputed fact that for a number of years the Consolidated Gas Company has supplied gas through pipes laid in Shrewsbury township, and that this supplying of gas has gone unchallenged, substantiates the fact that the Consolidated Gas Company had and has a franchise to operate within the said township.

It further appears that the Consolidated Gas Company is now laying pipes, mains, conduits and other appliances for the supply of gas to much the same section of said township of Shrewsbury as the Atlantic Highlands Gas Company desires to supply under the franchise of November 17, 1910. The situation therefore resolves itself into a question whether the Board of Public Utility Commissioners shall approve of the ordinance of November 17,

1910 (under paragraph 24, Section III. of Chapter 195 of the Laws of 1911), as "necessary and proper for the public convenience," and as properly conserving the "public interests." The question, moreover, is one to be decided in the light of the concrete situation where another company already has a franchise and is exercising, or about to exercise, the same for supplying the same region with essentially the same service.

In the case of ordinary industrial concerns competing or desiring to compete in serving the public, the traditional presumption is in favor of permitting such competition. That the consumer, under ordinary circumstances, has some considerable guarantee of fair prices and adequate service by diverting his patronage to an alternative seller, is incontestable. This presumption, however, commonly fails in the case of public utilities operating under franchises. Experience has gone a long way towards demonstrating that services afforded by public utilities tend eventually to be rendered under conditions of monopoly. It is true that for a time a public utility may compete with another supplying the same body of consumers with the same service. But experience demonstrates that such competition is likely to be short-lived. The two competitors are influenced by the considerations of securing higher prices by the mutual cancellation of their competition, and not infrequently by the possibility of reducing costs by a union of parts of their productive apparatus. Where actual fusion of the two erstwhile competing concerns does not result, a division of territory or joint agreements as to rates, prices or service not uncommonly operate to leave consumers at the mercy of a virtual monopoly. The low prices prove but temporary, and the transient gain is succeeded by a long period of loss. That public opinion has come to recognize the almost inevitable outcome of such temporary competition between public utilities is evidenced by much recent legislation. The creation of various boards and commissions with supervisory powers over public utilities, and often with eventual powers of rate-fixing, demonstrates that the illusive doctrine of competition in this field is being superseded by an experimental regime of strictly regulated monopoly.

Two other influential considerations operate in the same general direction. Where competing companies, with franchises, serving the same consumers, finally unite, the unnecessary duplication of plant and appliances entails a permanent burden upon the public. Even where prices, after due hearing, may be prescribed by public authority, some regard must be paid to the interests of *bona fide* investors. The prices set must have some reference to the capital legitimately sunk in the equipment of the formerly competing plants. It not infrequently results that the prices eventually authorized are higher than they would need to be, if no more than the necessary amount had been originally invested in plant and appliances adequate for the supply of consumers. Thus the evils of an ill-judged competitive experiment in a field unsuited therefor perpetuate themselves and burden the consuming public.

It is hardly necessary to add that the unnecessary installation of pipe, conduits, mains, wires, tracks and the like by two competing public utilities in the same region augments unwarrantably the disturbance of traffic through the public thoroughfares, and creates gratuitous nuisance.

These general propositions would seem to require strong countervailing considerations in the particular case under review if the Board is to approve the ordinance passed by the Shrewsbury township committee on November 17, 1910. It is true that conditions may exist in particular cases which might warrant such action. If the Consolidated Gas Company had been shown to be totally devoid of enterprise, and were now reluctant to extend the supply of gas into the parts of Shrewsbury township which the Atlantic Highlands Gas Company stands ready to supply, or if the service of the Consolidated Gas Company had been shown in the past, or in the present, to be inadequate; or if there was such disparity in prices and quality of service offered by the two companies that the exclusion of the Atlantic Highlands Gas Company must result in subjecting possible consumers in Shrewsbury township to hardship, extortion or poor service; or if the Atlantic Highlands Gas Company could demonstrate that it alone of the two companies commanded processes or methods which promised pronouncedly better service or lower prices than the

Consolidated Gas Company, there might be ground to question the applicability of the general principle of regulated monopoly to the case at issue.

The Board of Public Utility Commissioners cannot discover that such exceptional circumstances exist in the present case. So far as the quality of gas to be supplied by the two companies is concerned, there is no evidence to show (despite the high-pressure system of the Atlantic Highlands Gas Company and the low-pressure system of the Consolidated Gas Company) that the quality of gas offered by the one is in any marked degree superior to the gas to be supplied by the other. It would appear also that the initial net price offered to consumers by the Consolidated Gas Company is slightly less than the initial net price named in the ordinance obtained by the Atlantic Highlands Gas Company. This general pronouncement is not to be construed as in any sense a justification or an approval by this Board of the price now set and exacted by the Consolidated Gas Company for gas, nor as an approbation of the seemingly more than cautious policy of the Consolidated Gas Company in the matter of extending service to outlying regions in Shrewsbury township or elsewhere. But that company happens to be first in possession and exercise of a franchise to supply this particular region with gas, and the admission of another company with a permit to supply a like service to the same general region would involve sanctioning the general idea of competition in this particular case. In the language of the statute, therefore, the Board of Public Utility Commissioners cannot find that the privilege or franchise conferred by said ordinance is "necessary and proper for the public convenience," nor that it "properly conserves the public interests," and therefore WITHOLDS ITS APPROVAL.

Dated May 31st, 1911.

In the Matter of Charges for Gas by the Consolidated Gas Company of New Jersey. } **ORDER CALLING HEARING.**

WHEREAS, In the memoranda filed this day in a proceeding entitled "In the matter of the application of the Atlantic Highlands Gas Company for the approval of an ordinance passed by

the township committee of the township of Shrewsbury, county of Monmouth, State of New Jersey, November 17, 1910," the Board of Public Utility Commissioners withheld its approval of said ordinance of the township of Shrewsbury granting to the Atlantic Highlands Gas Company certain rights on the grounds that the Consolidated Gas Company of New Jersey already had a franchise to serve said territory; and

WHEREAS, It appeared in said proceedings, and also from the records of this Board, that the gross price now exacted for gas by the said Consolidated Gas Company of New Jersey is $1.50 per M. cubic feet;

Therefore, The Board of Public Utility Commissioners, upon its own initiative, under the powers conferred on it by statute, hereby calls a hearing for the purpose of determining whether such rate is just and reasonable, and hereby fixes Tuesday, the thirteenth day of June, nineteen hundred and eleven, at eleven o'clock in the afternoon, at the State House, in the city of Trenton, as the time and place of said hearing, to the end that the Board of Public Utility Commissioners may, if, as the result of said hearing, it determines such rate to be unjust and unreasonable, fix a just and reasonable rate thereafter to be imposed, observed and followed by said Consolidated Gas Company of New Jersey.

Dated May 31st, 1911.

In the Matter of the Complaint of Effie M. Bulmer Against the Wildwood Water Works Company. } **MEMORANDUM DISMISSING COMPLAINT.**

Petition for order requiring extension of mains, dismissed without prejudice. No undue or extensive hardship is imposed upon the petitioner to make, for the present, private connections with the mains, rather than to require the much greater outlay, which, in this case, would be imposed upon the respondent.

H. H. Voorhees, for petitioner.
H. P. Keen, for Wildwood Water Works Company.

The petitioner, under date of May twenty-second, nineteen hundred and eleven, requested this Board to order the respondent to extend its mains eastward on Nineteenth avenue, in the bor-

ough of North Wildwood, in order to furnish said petitioner with water.

Notice was sent to the respondent of the date fixed for the hearing, which was duly held on May thirty-first, nineteen hundred and eleven, at the State House, at Trenton, and at which both petitioner and respondent were represented. On May twenty-fourth, nineteen hundred and eleven, one of the Board's inspectors visited Wildwood, acquainted himself with the local situation, and afterward reported thereon.

The facts disclosed at the hearing, and by the inspector's report, show that the petitioner, at a cost of twenty-five dollars or thereabouts, can secure temporary connections with the supply mains; that the Wildwood Water Works Company, unless it deviates from its regular plan of laying mains, would have to lay eleven hundred and seventy feet, at an approximate cost of ten hundred and fifty dollars, in order to afford the desired connection; that the contract existing between the borough of North Wildwood and the Anglesea Water Company, a corporation operated by the Wildwood Water Works Company, requires extensions (in cases analogous to the petitioner's) only when there are "at least three consumers on each five hundred feet of such extension asked for," and that the extension asked for by the petitioner would afford, at the outset, no more than sixty dollars annual return (ten from the consumer and fifty from two hydrants) to cover interest, depreciation and service.

The Board is not prepared to concede that compliance on the part of a public utility, with the terms of a contract existing between said utility and a municipality, ousts the Board of its right under the law to order "safe, adequate and proper service," or to order "any reasonable extension" of "existing facilities." (Laws of 1911, Chapter 195, Article II, Section 17, Paragraphs (b) and (c).

Nor is this Board ready to concede as universally valid the refusal on the part of public utilities to make extensions because such extensions would not, from the beginning, afford a profitable return, provided, always, that the extension is a good business proposition, carrying fair prospect of a profitable return in the not distant future. If such prospective profitable return is

likely, the public utility, both on the ground of its own interest in the development of the locality, as well as on the ground of its duty to serve the inhabitants of the vicinity in which the franchise is exercised, may fairly be presumed to owe the place a reasonable extension of facilities.

In the present case we do not feel that undue or extensive hardship is imposed upon the petitioner to make, for the present, private connections with the mains, rather than to require the much greater outlay which, in this case, would be imposed upon the respondent.

Without prejudicing the petitioner's right to renew the petition at a future date the PETITION IS DISMISSED.

Dated May 31st, 1911.

In the Matter of Free Transportation of Policemen, Firemen and Inspectors of Boards of Health. } **RULING.**

The Board does not regard the free transportation, without discrimination, on behalf of a municipality, of policemen, firemen and inspectors of boards of health, in the performance of their public duties, as a violation of the provisions of P. L. 1911, Chapter 195.

Dated June 2d, 1911.

In the Matter of Signals for the Protection of Employees of Railroad Companies Whose Duties Require Them to Go Under or Between Cars for the Purpose of Inspecting or Repairing Them. } **RECOMMENDATION.**

The Board of Public Utility Commissioners hereby recommends:

That a sufficient number of blue flags and blue lanterns be kept easy of access for use by car repairers, air-brake inspectors, car inspectors, air-brake repairers, and all others whose duties require them to go under, between or about cars for the purpose of inspecting or repairing them. A blue flag should be displayed by day and a blue lantern by night, at one or both ends of an

engine, car or train when an employee is at work under or about the same.

When weather or other conditions make it advisable, lanterns, instead of flags, should be displayed by day. Inspectors should be thoroughly instructed as to the proper use of flags and lanterns. Combined blue and red flags or metal standards and combined blue and red lights may be used in place of blue flags and blue lanterns mentioned above, where the practice of railway companies is to use such combined flags, standards or lights.

Rule 26 of the "Standard Code of Train Rules of the American Railway Association" in regard to the removal of a signal placed as mentioned above, the coupling or movement of a car protected by such signal, and interception of the view of such signal, should be observed.

Any inspector who works under or about an engine, car or train, and disregards instructions given him as to the use of signals for his protection, should be disciplined.

Dated June 6th, 1911.

In the Matter of Applications for Authority to Issue Any Stocks, Bonds, Notes or Other Evidences of Indebtedness. } **CONFERENCE RULING No. THIRTEEN.**

All applications for authority to issue any stock, bonds, notes or other evidences of indebtedness must show by petition:

1. The amount and terms of the proposed issue; the purposes for which the proceeds are to be used; and the nature of the security, if any.

2. Where the purpose is the acquisition of property, a general description of the property, from whom it is to be acquired, and the terms of the contract for such acquisition, if any has been made.

Names of the owners of property to be acquired for rights of way, need not be set out; a general description of the proposed route will be sufficient.

3. Where the purposes is the construction, completion, extension or improvement of facilities, existing facilities, as well as those proposed, must be described.

4. Where the purpose is the improvement or maintenance of service, the existing service, as well as the improvements or betterments proposed, must be described.

5. Where the purpose is the refunding of obligations, the obligations to be refunded must be described fully and the kind, amount, date of issue, date of maturity and all other material facts affecting the same must be set out.

6. The financial condition of the applicant must be set forth in appropriate schedules showing:

(a) Amount and classes of stock authorized.

(b) Amount and classes of stock issued and outstanding.

(c) Terms of preference of preferred stock.

(d) Brief description of each mortgage upon any property of the applicant, giving date of execution, name of trustee, amount of indebtedness authorized to be secured thereby, amount of indebtedness actually secured and brief description of the mortgaged property.

(e) Number and amount of bonds authorized to be issued under each mortgage, describing each class separately, giving date of issue, par value, rate of interest, date of maturity and how secured.

(f) Other indebtedness of all kinds, giving same by classes and describing security, if any.

(g) Amount of interest paid during previous fiscal year upon each kind of indebtedness and rate thereof, and, if different rates were paid, amount paid at each rate.

(h) Amount of dividends paid upon each class of stock during previous fiscal year and rate thereof.

(i) Detail statement of earnings and expenditures for previous fiscal year and balance sheet showing conditions at the close of the year.

7. Where the application is for the issue of bonds to be secured by an existing mortgage, the amount of bonds, if any, already issued under such mortgage and the amount, and application made, of the proceeds of the same.

8. Where the proceeds are to be used for construction, completion, extension or improvement purposes, the affidavit of a competent person must be annexed, showing the estimated cost in reasonable detail.

9. That no franchise or right is capitalized directly or indirectly except as authorized by the statute, but in case it is proposed to capitalize any franchise as authorized by the statute, a verified copy of such franchise shall be attached to the application, together with an affidavit of the proper officer of the State, county or municipality, showing the amount that has actually been paid for such franchise.

10. Where any contract, agreement or arrangement, verbal or written, has been made to sell the securities proposed to be issued, such contract, agreement or arrangement must be described fully, and if in writing, a copy of the same must be annexed to the application.

11. If no contract, agreement or arrangement has been made for the sale or other disposition of the securities proposed to be issued, there must be attached to the application an affidavit of a competent person, showing the amount which can probably be realized from the sale and disposition thereof, and the reasons for the opinion of the affiant.

12. All such applications should be verified by the affidavits of the chief administrative and chief financial officer of the applicant, and such verifications must include a statement that it is the intention of the applicant in good faith to use the proceeds of the securities proposed to be used for the purposes set forth in the application.

Dated June 2d, 1911.

In the Matter of the South Warren Street Bridge, in the City of Trenton, County of Mercer, Crossed by the Lines of the Riverside Traction Company. } **MEMORANDUM.**

Acting upon its power "to investigate, upon its own initiative, * * * any matter concerning any public utility," the Board of Public Utility Commissioners, through its Engineer of Bridges, Mr. Charles A. Mead, had a careful inspection made of

the stone arch bridge spanning Assanpink creek at South Warren street, in the city of Trenton, which bridge is crossed by the Riverside Traction Company's lines. As a result, Mr. Mead reported on April 10th, 1911, to the Chief Inspector of the Utilities Division that the condition of the bridge was serious enough to require an immediate and thorough examination, and that traffic across it, pending the examination, should be suspended.

Thereupon the attention of the City Engineer of Trenton was called to this matter. He replied, under date of April 12th, 1911, that the bridge was not under his jurisdiction, but that he had directed the attention of the county authorities to the matter, and that all railway traffic had been stopped across said bridge until repairs should have been made thereupon.

The urgent necessity for such action was pointedly emphasized by the collapse of the west arch of the bridge upon April 21st, 1911.

Since the closing of the bridge to railway traffic the cars of the Riverside Traction Company have not been operated across this bridge. Passengers are transferred to a car kept in waiting upon the far side of the bridge, and are thus forwarded in their journey. Complaint speedily arose over the situation, especially in view of the fact that nothing apparently was doing to render the bridge safe and to restore the usual travel upon the highway. The Board of Public Utility Commissioners was appealed to upon the ground that the street had been practically closed, to the great inconvenience of the public, as well as to the jeopardy and financial loss of business concerns in the vicinity.

The Board of Public Utility Commissioners, under the Laws of 1911, Chapter 195, Section 11, Paragraph 17, is empowered, "after hearing, upon notice, by order in writing, to require every public utility * * * to furnish safe, adequate and proper service, and to keep and maintain its property and equipment in such condition as to enable it to do so." Accordingly, the Board called a hearing upon the matter at the State House, on Tuesday, May 23, 1911, at which Mr. Linton Satterthwaite appeared for the Riverside Traction Company; Mr. Abram Swan, Jr., City

Engineer, appeared for the city of Trenton; Mr. Samuel C. Kulp, County Counsel, and Mr. Frank J. Eppelle, County Engineer, appeared for the county of Mercer. The jurisdiction of this board is limited to the right to require of the Traction Company the furnishing of safe, adequate and proper service, but the Board desired that the hearing might serve as a forum for the impartial canvassing of a matter of public interest in which there seemed a conflict of authority and a difficulty in placing responsibility for the delay to open up the highway to safe and unrestricted traffic.

As the outcome of the hearing it appeared that the Riverside Traction Company contends that so long as they transfer their passengers to a car in waiting upon the far side of the bridge they are doing all that can reasonably be required of them in the premises; the county contends that the bridge structure has been weakened by the action of the city in thrusting a sewer flume through the arch, and the city authorities contend that the removal of the flume would be a matter of great and unnecessary expense, and that, instead of the removal of said flume, a new bridge should be constructed, which would not necessitate the removal of the flume.

While this Board expressly disclaims any legal jurisdiction, except in so far as safe and adequate service by the Traction Company is concerned, it does not hesitate in this matter to voice what it conceives to be the justifiable demand of the public.

The Board is of the opinion that *it is high time that the various authorities and interests involved should cease to point the incriminating finger at one another, and get together in a spirit of joint responsibility for a common nuisance.* This is the more imperatively necessary because no one of the parties is without serious blame in this matter. The county ought never to have permitted the arch to be pierced by the sewer flume and other conduits; it ought never to have allowed the eight-inch slice to be taken off the crown of the arch. The city, on the other hand, ought never to have perpetrated either of the above-mentioned engineering outrages, even if the county officials were so negligent as to permit such action. Nor can the action of Traction

Company in the premises wholly escape censure. It should have provided itself with the usual legal permit to cross a county bridge. This the Traction Company appears never to have done. It should have assured itself, through its own engineers, that transportation across the bridge was reasonably safe. This it neglected to do, and thereby subjected its patrons to unwarrantable risk. Moreover, it is an open question whether the burden imposed by heavy trolley traffic may not properly require of the Traction Company some contribution to rebuild a structure which was, in part, weakened by carrying cars for which the original bridge was never intended.

Under these circumstances, it behooves the representatives of the county, city and the company to meet promptly; to reach an equitable understanding of their several liabilities and obligations in the matter, and to appoint, if necessary, unbiased and impartial arbitrators to determine disputed matters of pecuniary liability or engineering methods, to the end that the public highway may promptly be restored to safe and uninterrupted traffic. *There is no law to prevent such an eminently common-sense solution of a pressing public problem.*

For the further information of the public, this Board desires to give publicity to the following excerpts from the report of the Board's Engineer of Bridges. Mr. Mead, in closing his report, says: "I, therefore, do not consider either of the two remaining sections safe or adequate for the service, and would recommend their rebuilding or reinforcing as indicated below." * * * "The situation is an ideal one for a modern steel city bridge with paved floor and concrete abutments. Ample provision can be made in such a design for the accommodation of all necessary conduits, and also provide for an unrestricted waterway, which is very necessary at this point. This is the construction which seems most feasible, and which I would recommend."

"A second way would be to remove the present east extension, rebuilding both extensions in concrete, making provision for properly carrying sewer and other piping therein. Line present center arch with a reinforced concrete ring capable of sustaining the load, carrying all to a good foundation. From the center por-

tion remove all conduits and defective masonry around them, substituting good concrete. This presents the more difficult and hazardous construction in the repair of the old arch, and is also open to the objection of restricting the present waterway."

"In either case traffic can be temporarily maintained by means of a temporary timber structure on bents over part of the roadway."

Dated June 9th, 1911.

Town of West Hoboken, Town of Union, Township of Weehawken, City of Jersey City, City of Bayonne, Town of Guttenberg, Town of West New York, City of Hoboken, Township of North Bergen,
vs.
Pennsylvania Railroad Company.

Town of West Hoboken
vs.
Pennsylvania Railroad Company, Pennsylvania Tunnel and Terminal Railroad Company and Pennsylvania, New Jersey and New York Railroad Company.

MEMORANDUM.

Petition for an order directing the Pennsylvania Railroad Company, the Pennsylvania Tunnel and Terminal Railroad Company and the Pennsylvania, New Jersey and New York Railroad Company to construct a station at tunnel shaft at West Hoboken.

The general purpose of the new line was to give the Pennsylvania Railroad Company an all-rail entrance into New York City and to separate the through from local traffic so that it could better serve both.

From a careful examination of the testimony and a personal inspection of the premises, and upon the recommendations of its engineers who have made a careful study of the situation, the Board is of opinion that the petition should be dismissed.

George L. Record, for the Town of West Hoboken.

William C. Asper, for the Township of Weehawken.

Francis H. McCauley, for the Township of North Bergen.

George J. McEwen, for the Town Improvement Association of West Hoboken.

Albert C. Wall and *W. Holt Apgar,* for the Pennsylvania Tunnel and Terminal Railroad Company and the Pennsylvania Railroad Company.

The town of West Hoboken, town of Union, township of Weehawken, city of Jersey City, city of Bayonne, town of Guttenberg, town of West New York, city of Hoboken and township of North Bergen presented a petition to the Board of Railroad Commissioners of the State of New Jersey in December, 1908, praying that said Board make an order "directing the Pennsylvania Railroad Company to locate and erect a passenger station at the present shaft now located at the southeast corner of Central avenue and Shippen street, in the town of West Hoboken, which is on the line of its railroad now in the course of completion, and to be operated through the tunnels of subterranean passages under the township of Weehawken and town of West Hoboken, and thence westward to Harrison." The petition has attached to it certified copies of resolutions of all the municipalities, except the city of Bayonne, directing the proper officials to sign and seal said petition.

The Pennsylvania Tunnel and Terminal Railroad Company filed an answer to said petition, stating, among other things, that the line of railroad referred to in said petition is neither owned or being constructed by the Pennsylvania Railroad Company, but is owned and under construction by said respondent, the Pennsylvania Tunnel and Terminal Railroad Company, which, although affiliated in interest with the Pennsylvania Railroad Company, is, nevertheless, a separate and independent corporate entity (being a railroad corporation of both the States of New Jersey and New York), and therefore makes answer to the petition, although the latter is directed to the Pennsylvania Railroad Company.

The town of West Hoboken, town of Union, township of Weehawken and township of North Bergen then served notice on the Pennsylvania Tunnel and Terminal Railroad Company, that they would apply to the Board of Railroad Commissioners, on Tuesday, February 16, 1909, for the dismissal of the answer filed by it for the following reasons:

1. That said answer is not filed by the proper party.
2. That said answer is not responsive to the petition.

It appearing, at the hearing on that date, that the Pennsylvania Tunnel and Terminal Railroad Company is a railroad corporation, duly organized under the laws of New Jersey and New York, and the capital stock is owned by the Pennsylvania Railroad Company, and that the Pennsylvania, New Jersey and New York Railroad Company was a duly organized railroad company under the laws of the State of New Jersey, and was consolidated and merged into the Pennsylvania Tunnel and Terminal Railroad Company by agreement of consolidation and merger dated June 5, 1907, leave was given to the petitioners to amend the petition, but no action was taken so to do.

In April, 1909, the town of West Hoboken, acting alone, filed its petition with the Board of Railroad Commissioners (being practically the same as the former petition, with the exception of adding the Pennsylvania Tunnel and Terminal Railroad Company and the Pennsylvania, New Jersey and New York Railroad Company as defendants), as follows:

"*To the Board of Railroad Commissioners of the State of New Jersey:*

"We, the undersigned petitioners, respectfully represent unto your honorable board:

"1. That the Pennsylvania Tunnel and Terminal Railroad Company, a railroad corporation, and the Pennsylvania, New Jersey and New York Railroad Company Corporation, are subsidiary corporations of the Pennsylvania Railroad Company, a corporation, and that the said Pennsylvania Tunnel and Terminal Railroad Company and the said Pennsylvania, New Jersey and New York Railroad Company are owned, controlled or operated by the said Pennsylvania Railroad Company, or by the officers, directors or stockholders of said Pennsylvania Railroad Company.

"2. That the said Pennsylvania Railroad Company, either by itself or one or both of its subsidiary companies, is at the present time extending or causing to be extended the line of its railroad from the Town of Harrison across the Hackensack meadows, through the Borough of Secaucus and through and beneath the Township of North Bergen, the Town of West Hoboken and the Township of Weehawken, thence beneath the Hudson River to a point in New York City at about Thirty-fourth Street, where your petitioners believe it is about to construct or is constructing its railroad terminal.

"3. That the portion of said railroad extending through and beneath the Town of West Hoboken, and the Township of Weehawken, is constructed in a tunnel or subterranean passage beneath said town and township respectively, of a depth of one hundred and seventy-five feet to two hundred feet, beneath the surface of said town and township respectively, and that to facilitate the construction of said tunnel beneath the surface of said town and township, there has been erected a vertical shaft at the corner of Shippen Street and Central Avenue, in the town of West Hoboken, extending from the bottom of said tunnel to the surface of the ground at the intersection of said streets, which shaft was or is used by said railroad company or one or

both of said subsidiary companies during the construction of said tunnel, for the removal of rock, earth and other materials, and that said shaft is about twenty-five feet in circumference.

"4. That the land necessary to be taken for the purpose of the erection and construction of such tunnel was mostly acquired by condemnation about the year nineteen hundred and four and nineteen hundred and five, and that the title to said land thus acquired is in the name of the said Pennsylvania, New Jersey and New York Railroad Company, as by reference to the record of the deeds for said land in the register's office of Hudson County will more fully appear.

"5. That the combined population of the Town of West Hoboken, the Town of Union, the Township of Weehawken, the Town of West New York and the Town of Guttenburg and the Borough of Secaucus is eighty thousand, and the population at the part of Jersey City, contiguous to the southerly boundary of West Hoboken and known as Jersey City Heights, is about fifty thousand, making in all a population within a radius of a mile and a half of said tunnel shaft of about one hundred and thirty thousand people.

"6. And your petitioners further show that all the persons residing in said territory are without railroad transportation, and that the erection of a railroad station on the line of said Pennsylvania Railroad Company and stopping of trains for the accommodation of passengers at said point, would provide the entire population above mentioned with railroad facilities.

"Wherefore, your petitioners pray that an order may be made by this Board, requiring the said Pennsylvania Railroad Company, the Pennsylvania Tunnel and Terminal Railroad Company and the Pennsylvania, New Jersey and New York Railroad Company to construct and furnish a proper station for the transportation of passengers and property at said tunnel shaft at West Hoboken, and also to order and direct that when said Pennsylvania Railroad Company or said subsidiary companies or either of them shall commence the operation of cars and trains through said tunnel, a sufficinet number of trains to be stopped at said station for the transportation of said passengers and property, and that this Board may make such other and further order in the premises as may be proper under the circumstances.

"TOWN OF WEST HOBOKEN, IN THE COUNTY OF HUDSON,
"FRED. K. HOPKINS,
"Town Attorney."

The Pennsylvania Tunnel and Terminal Railroad Company and the Pennsylvania Railroad Company filed an answer in May, 1909, as follows:

"BEFORE THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF NEW JERSEY.

"Town and Township of West Hoboken

vs.

"The Pennsylvania Railroad Company et al.

"JOINT ANSWER OF THE RESPONDENTS.

"1. These respondents aver that the Pennsylvania Tunnel and Terminal Railroad Company is a railroad corporation, duly organized under the laws of the States of New Jersey and New York, and the capital stock of which is owned by the Pennsylvania Railroad Company. These respondents further aver that the Pennsylvania, New Jersey and New York Railroad Company was a duly organized railroad company under the laws of the State of New Jersey, and under and by virtue of an agreement of consolidation and

merger, dated 5th June, 1907, and duly executed and filed according to law, was consolidated and merged into the Pennsylvania Tunnel and Terminal Railroad Company, one of the respondents as aforesaid.

"2. These respondents aver that the line of railroad now being constructed from the town of Harrison across the Hackensack meadows, and through and beneath the township of North Bergen, etc., to a point under New York City at about 34th Street, is being constructed by said Pennsylvania Tunnel and Terminal Railroad Company, and not by either of the two respondents mentioned in the complaint.

"3. Said Pennsylvania Tunnel and Terminal Railroad Company avers that the portion of said railroad referred to in paragraph III. of the complaint, is being located and constructed at a depth of about 210 feet below the surface of the ground, and, further aver that the vertical tunnel shaft, mentioned in paragraph III. of the complaint, was merely a temporary structure, designed and used solely for purposes of construction, and has been and now is permanently abandoned and closed, as otherwise the proper ventilation of the tunnel would be materially impeded.

"4. These respondents believe the averments of paragraph IV. of the complaint to be correct, but for greater certainty crave leave to refer to the original deeds themselves.

"5. These respondents have no such information as will enable them to admit or deny specifically the allegations of paragraph V. of the complaint, and ask for due proof thereof.

"6. Answering the allegation contained in paragraph VI. of the complaint, said Pennsylvania Tunnel and Terminal Railroad Company avers that the residents of the localities who are parties complainant, now have railroad facilities to and from New York and elsewhere, by means of conveniently accessible transportation lines, which connect with the Hudson Tunnel and ferry lines, as well as other transportation lines, and which may be readily utilized. Said Pennsylvania Tunnel and Terminal Railroad Company further states and avers that to establish and maintain a station at the surface of the ground, and the necessary additional station facilities at the plane of the railroad, two hundred and ten (210) feet below the surface, and communication between the two by means of a shaft to be constructed, would obviously be so impracticable, and the maintenance and operation thereof to accommodate the transportation of passengers and property would necessarily be attended with such contingencies of risk, complication and impracticability, said respondents would not be justified in undertaking and assuming, and which manifestly they ought not reasonably to be required to assume.

"PENNSYLVANIA TUNNEL AND TERMINAL RAILROAD COMPANY,
"By JAMES MCCREA,
"President.

"THE PENNSYLVANIA RAILROAD COMPANY,
"By CHAS. PUGH,
"First Vice-President."

The matter having never been fully at issue up to this time, the Board appointed Friday, June 4, 1909, at the Chancery Chambers, in Jersey City, for a hearing. Application for a postponement was made by the respondent and notice was given to the petitioner, and the Board fixed May 25 to hear such application. The attorney for the town of West Hoboken could not appear on the twenty-fifth, but notified the Board that any date before the summer vacation would be satisfactory, and the hearing was postponed until June 10.

The town of West Hoboken requested further adjournment on the ground that engineers in the employ of the town were not ready with information to enable the town to present its case, and the hearing was further adjourned to July 8, 1910, in Chancery Chambers, at Jersey City.

At the hearing on July 8, 1910, Mr. George L. Record appeared for the town of West Hoboken; Mr. William C. Asper for the township of Weehawken; Mr. Francis H. McCauley, for the township of North Bergen; Mr. George J. McEwen, for the Town Improvement Association of West Hoboken; Mr. Albert C. Wall and Mr. W. Holt Apgar, for the Pennsylvania Tunnel and Terminal Railroad Company and the Pennsylvania Railroad Company. The two petitions herein referred to being substantially the same, were, by mutual consent, considered as one proceeding. Counsel for petitioner applied for a further adjournment, as he had recently been appointed counsel for the town of West Hoboken, and had not been able to prepare his case, which would necessitate the employment of expert witnesses. This was objected to by Mr. Wall, but after conference the Board adjourned the hearing until September 16, 1910. It was announced by the Board, that so far as the application of the other municipalities in the original petition were concerned the Board had no application before it for hearing, except the town of West Hoboken, and that it would be necessary for those who represented those municipalities to make some application before September 16, otherwise the Board would entertain a motion to dismiss the complaint, so far as those municipalities were concerned, on that day.

The history of the case is set out with such particularity by reason of the fact that the solicitor of the respondent claims that the petitioners are guilty of *laches* in not bringing the matter to issue, the original petition having been filed in December, 1908, and the taking of testimony not being actually commenced until September, 1910, at which time the work at the site in question had been practically completed, as appeared by a personal inspection made by the Board.

From the pleadings and proofs in this cause it appears that the Pennsylvania Tunnel and Terminal Railroad Company, a corporation organized under the laws of the States of New Jersey and New York, whose capital stock is owned by the Pennsylvania Railroad Company, has constructed a line of railroad from the town of Harrison, across the Hackensack meadows, through the borough of Secaucus and through and beneath the township of North Bergen, the town of West Hoboken and the township of Weehawken, and thence beneath the Hudson river to a point under New York City, at 34th street and 7th avenue. That said road is a double-track road, with separate tubes when beneath the surface and operated by electricity.

That portion of said railroad extending through and beneath the town of West Hoboken is constructed in a tunnel or subterranean passage beneath said town, about 200 feet beneath the surface of said town, and that to facilitate the construction of said tunnel beneath the surface of said town there was erected a vertical shaft at the corner of Shippen street and Central avenue, in the town of West Hoboken, extending from the bottom of said tunnel to the surface of the ground at the intersection of said streets, which shaft was used, during the construction of said tunnel, for the removal of rock, earth and other materials and is about twenty-five feet in circumference. This shaft was merely a temporary structure, designed and used solely for purposes of construction, and has been, and now is, permanently abandoned and closed, as otherwise the proper ventilation of the tunnel would be materially impeded. At this point the shaft is 210 feet deep. The land necessary to be taken for the purpose of the construction of such tunnel was mostly acquired by condemnation about the years 1904 and 1905, and the title of said land is in the name of the Pennsylvania, New Jersey and New York Railroad Company. This company, however, was consolidated and merged into the Pennsylvania Tunnel and Terminal Railroad Company, June 5, 1907.

There is a population, within a radius of a mile and a half of said tunnel shaft, of over one hundred thousand people, and

about fifteen thousand daily pass nearby in trolley cars, as testified by local policemen who kept a count. These people now have railroad facilities to and from New York by means of trolley lines connecting with the Hudson and Manhattan lines and ferries.

The town of West Hoboken prays that an order may be made by this Board requiring the Pennsylvania Railroad Company and the Pennsylvania Tunnel and Terminal Railroad Company to construct and furnish a proper station for the transportation of passengers and property at said tunnel shaft at West Hoboken and also to order and direct that when said companies, or either of them, shall commence the operation of cars and trains through said tunnel a sufficient number of trains be stopped at said station for the transportation of said passengers and property.

The petitions in this cause were filed when the Board of Railroad Commissioners was in existence, and the Board then had power: "* * * to hear complaints, examine and make orders concerning the safety of trackage, roadbeds, tunnels, bridges and equipment of any railroad operating in this State, and shall also have the power to make all necessary orders requiring any railroad company operating in this State to furnish proper and adequate transportation facilities and stations, in accordance with the judgment of said Board, for the proper transportation of passengers and property. Said Board shall also have authority upon such matters to make and issue such orders to any railroad company as in the judgment of said Board shall be reasonable and just, which said orders said railroad company shall comply with."

Under Chapter 41, Laws 1910, approved March 24, 1910, which did not take effect until July 4, 1910, the name of the Board was changed to "Board of Public Utility Commissioners for the State of New Jersey," and under said act the Board had power also to require every public utility, therein defined, to furnish safe and adequate service. It was under this Board that the testimony in this cause was taken. Under the present utilities act, Chapter 195, Laws 1911, the Board has power, after hearing, upon notice, by order in writing, to require every public utility

as therein defined, under section 17 "(*b*) to furnish safe, adequate and proper service and to keep and maintain its property and equipment in such condition as to enable it to do so. (*c*) To establish, construct, maintain and operate any reasonable extension of its existing facilities where, in the judgment of said Board, such extension is reasonable and practicable and will furnish sufficient business to justify the construction and maintenance of the same, and when the financial condition of the said public utility reasonably warrants the original expenditure required in making and operating such extension."

There were two plans submitted to the Commission for the erection of a station at the proposed site; one for the petitioners by Mr. Albert Carr, a civil engineer, who was employed for several years on the Brooklyn elevated roads, and on the Long Island Railroad as assistant engineer, in putting in foundations and erecting structures. He was in charge of all the field work for the Metropolitan Street Railway System from 1892 to 1900, and was division engineer for the Rapid Transit System in New York, in charge of the division of the old subway from 42d street to Bowling Green; he also had experience in construction and tunnel work in Mexico and Colorado, and was chief engineer of the United Railways of San Francisco for a year. In his work he had experience in rock tunneling.

The other plan, for the respondents, by Mr. James Forgie, an engineer, who has had sixteen years' experience in London and New York in the building of tunnels and construction of stations for underground work; he was engaged in the construction of the Central London, the City and South London, Baker Street and Waterloo and the Great Northern and City Tunnel systems in London. He was engaged on the tunnel of the Pennsylvania Tunnel and Terminal Railroad Company, being the one in the present case, and in all these cases he got out the designs and superintended the work. He is a member of the firm of Jacobs & Davis, who designed the Hudson and Manhattan Tunnels, commonly called the McAdoo Tunnels. Mr. Jacobs is the chief engineer of the present work, and he is deputy chief engineer. He was with Mr. Greathead, the inventor of the shield method

of tunneling, as his assistant chief engineer, and has made improvements on the shield construction.

The Carr plan shows a station utilizing the present shaft at the corner of Shippen street and Central avenue, placing two elevators therein, and also a stairway. These elevators are shown on two drawings as reaching the station platform level. In the third plan they are shown stopping at a point marked "Level A," and about 17 feet 3 inches above the proposed platform level. The station platform is shown as being 400 feet in length. Two schemes are shown for supporting the roof of the proposed station over this platform. The platform indicated on these plans is located between the tracks, and the tunnel walls are cut away so as to leave an unrestricted passage (except for the columns) between both tracks. The plans marked "Nos. 1 and 2" are incomplete regarding the location of the stairways, where they may be intended to come down on the proposed station platform. It was impossible for the engineers of the Board to make an accurate estimate of quantities from these plans. The third plan, however, gives a little more detail. It shows the elevators coming down to "Level A," heretofore referred to, and stairways located between them coming down to a level marked "B," about nine feet higher than level "A," and from that point turning to the side through new excavation in the rock alongside of the existing shaft, then turning back to gallery platform at level "A" and from there to the station platform. Additional stairs are provided from another gallery running off from this old shaft, in the opposite direction, and leading in a similar way down to the station platform. At the upper end of this shaft the stairs lead off to one side and to the street.

Attention is called in the testimony to the excavation thus made in this rock, and to the danger from possible sliding in this manner of construction, also to the problematic safety of the roof construction over the platform, leaving a span at the platform of about sixty feet in the rock.

In the Forgie plans the old shaft is utilized solely for an emergency stairway. A new shaft measuring 20 feet x 36 feet in size, used only for elevators, is sunk alongside the present tun-

nels and coming down to a point about 12½ feet above the proposed station platform. From each side of the elevators galleries six feet wide are run, connecting with passageways eight feet wide, and located just above the clearance line of the old tunnel. These passages cross the tunnels and serve platforms, one in each tunnel. These platforms are twelve feet wide, and are made possible by enlarging the present tunnel for the full length of the platform, by removing the present arch of the tunnel and substituting another one large enough to span both the present tunnels and the platform, the platforms being located on the outer side of the tunnels, thus allowing the rock core between the tunnels to remain undisturbed.

Two stairways, eight feet wide, lead from these transverse passageways down to the platform level in each tunnel. Emergency stairway is connected to one of the passageways by a small passageway four feet wide.

In both plans all of the rock excavation is lined with concrete. In the Carr plan this lining is twelve inches thick, while in the Forgie plan it is two feet thick. In the Forgie plan the transverse passageways over the tunnel are lined with vitrified brick. The large tunnel arches over the tunnel and station platforms are also lined with vitrified brick. The station building surrounds the elevator house in each case.

On the Carr plan no details of this head house are shown, but it is located over the present shaft.

In the Forgie plan a station building, measuring 60 x 90 feet is shown, including both the proposed shaft and the upper end of the emergency stairway, connecting with the present shaft, and is on property on Central avenue adjacent to that now owned by the Pennsylvania Tunnel and Terminal Railroad Company.

The Forgie plans show two platforms, five hundred feet long, whereas the Carr plan shows one platform four hundred feet long. The Forgie plans provide for establishing a station on level grade and rebuilding each tunnel at each end of the platform, a distance of 1,625 feet on a new grade of 1.5% to where this new grade would run out on the old grade of 1.3%. The Forgie plans comprehend the more commodious station, capable of handling double the number of people in a given time and

with a greater individual safety in operation, while the questionable features of construction are reduced to a minimum.

Mr. Carr's estimate of the cost of his plan is about $200,000, and the cost of running it about $21,000 per year. Items for ventilation and for rectification of grades in tunnels, for a level station platform, which Mr. Forgie estimates at $2,011,000, are not included in the estimate of Mr. Carr, who claims there is no necessity for such charges.

Mr. Forgie's estimate of a station of similar length to Mr. Carr's, four hundred feet, is $782,000; if made 500 feet, $898,000; if 550 feet, $1,100,000. Mr. Forgie stated that if they were to build this station they would not do it without putting it on the level, which would almost amount to rebuilding the tunnels, and would cost $2,000,000 additional, making an entire cost of $3,000,000. The present tunnel at this point is on a grade of 1.3, too great in his opinion to permit the establishment of a station there without rebuilding the tubes so as to have the station platform on the level. The present tunnels were designed for trains running fifty to sixty miles an hour, and in case the proposed station was erected the signals would have to be rearranged on a suburban basis, different spacing, and all trains would have to reduce their speed; the danger to passengers on the platform from the wind effect of passing trains entering or leaving the tunnel would be great, unless the speed was greatly reduced, and an instance was given, only a month previous, of an employee being thrown out of the passage on to the track when a train entered from the Weehawken track portal, about a mile distant.

The general purpose of the new line was to give the Pennsylvania Railroad Company an all-rail entrance into New York City and to separate the through from local traffic, so that it could better serve both. The tunnel line was projected for the uptown traffic and the through traffic, as distinct from the short distance suburban traffic. The design was to split the traffic about Harrison and send through traffic through the tunnel tubes and have the McAdoo and the line from Harrison to take care of the local traffic. It was testified that the new McAdoo tubes will extend to Park place, Newark, and there would be

stations at Exchange place, Henderson street and Summit avenue, which would take care of the short distance local traffic. It was also testified that the entire line was selected because it had peculiar advantages in its adoption in that it required no local service, never contemplating there would be any demand for local service two hundred feet below the surface in the rock, and coming through a very sparse population already well served by other railroads.

As showing the purpose of the company as regards local traffic, paragraph nine of the certificate granted by the Board of Rapid Transit Commissioners of New York, dated October 9, 1902, is as follows:

"The Tunnel Company shall have no power to carry on merely local traffic, unless with the approval of the Board, and the Board of Aldermen and Mayor of the city, and if such additional consideration be paid to the city as they shall prescribe. Local traffic shall be deemed to include the carrying of passengers and freight between the terminal station of the tunnel company and any point in the city of New York, within five miles of said terminal station, or between stations in said lines."

The counsel for petitioners in summing up his case said: "We must prove that this station can be built without any reasonable probability of interruption of traffic, and that it can be built for a reasonable sum of money. I take it that is upon us to do." This has not been done.

From a careful examination of the testimony and a personal inspection of the premises, and upon the recommendations of its engineers, who have made a careful study of the situation, the Board is of opinion that the petition should be dismissed and an order will be so made.

Dated June 13th, 1911.

In the Matter of the Investigation of Accident Near Martin's Creek Station, on the Belvidere Division of the Pennsylvania Railroad, April 29th, 1911. } **CONCLUSIONS.**

On April twenty-ninth, nineteen hundred and eleven, an accident occurred about eight-tenths of a mile south of Martin's Creek Station, on the Belvidere Division of the Pennsylvania Railroad, resulting in the deaths of twelve and injuries to one hundred and one persons.

Formal investigation of this accident was begun by the Board at a meeting held at Phillipsburg, New Jersey, on May tenth, nineteen hundred and eleven. Following the meeting at Phillipsburg a request was received from the Interstate Commerce Commission to be permitted to join the Board in the further investigation of the accident. This request was granted and the investigation was resumed at a meeting held at Trenton, New Jersey, on May thirty-first, nineteen hundred and eleven, at which meeting Mr. E. L. Pugh, Chief of the Division of Accidents, represented the Interstate Commerce Commission.

The derailed train was the second section of passenger train No. 573, and consisted of Pennsylvania engine No. 3169, Delaware, Lackawanna and Western combination car No. 706, Delaware, Lackawanna and Western coaches Nos. 84, 100 and 85, and Delaware, Lackawanna and Western dining car No. 458, in the order named. All of the cars were of wooden construction with vestibules and steel platforms. Coach No. 100 was lighted with acetylene gas and dining car No. 458 was lighted with acetylene gas and equipped with an axile-generator for electric light. The other cars were lighted with Pintsch gas. Train was en route from Utica, New York, to Washington, D. C., with one hundred and sixty-eight passengers and two tourist agents; it left Manunka Chunk at 2:40 P. M., and was derailed at about 2:56 P. M. The engineman, conductor and baggageman received injuries from which they soon died, and the fireman was seriously injured.

The derailment was immediately followed by fire, caused by the ignition of gas, evidently from a puncture in the gas tank

under the third coach (No. 100), as well as from the escaping gas from the gas tanks under the other cars, which had their connections broken and permitted gas to escape. All cars were totally consumed by fire. The gas tank under the dining car exploded several hours after the wreck, which was caused by heat from the burning cars.

On the morning of April twenty-ninth, nineteen hundred and eleven, acting under the instructions of the Supervisor of the Belvidere Division of the Pennsylvania Railroad, the section foreman, with a force of seventeen men, was engaged in throwing, realigning and surfacing the curve south of the ferry crossing, about eight-tenths of a mile south of Martin's Creek Station, to the line stakes that had been set some months before.

The track at this point runs almost directly north and south, with about one-half of one per cent. grade toward the south. The curve is about two and one-half degrees and has a superelevation of about five inches for the east or outside rail.

The track is laid with eighty-five-pounds standard steel rail, which has been in service nine years, and showed from one-eighth to one-quarter inch wear on curve north of point of derailment. There were from one to two bad ties in the track for each rail length and tie-plates were used on each rail. Track is ballasted with gravel and cinders.

The required work was to throw or shift the track from about two to nine inches, at different points, for a distance of about one thousand feet. The ballast was removed from the ends of the ties on the inside side of the curve for the distance necessary to permit of the throw or shift of the track to the proper alignment. After throwing this track, by the use of bars and by easy stages of from one to two inches at a time, to the proper alignment, as indicated by the line stakes, the ends of the ties were tamped up with shovels. The section foreman then lined up and surfaced the inside rail, and had partially lined up and surfaced the outside rail.

The track, both north and south of, as well as at the point of derailment, had been thrown from two to nine inches on the day of the accident. Track jacks were used at different places on the curve in raising track to proper level.

At the time of the accident the men were engaged in filling up the center of the track and tamping up under the ties with shovels at a point just immediately north of the place where the derailment occurred. The track gauge was not used at any time in doing this work, but the level board was used for the purpose of arranging proper super-elevation and the necessary run-off leading to the same.

During the forenoon flagmen were used to protect this track in both directions, and after the noon hour a flagman was used to protect against trains from the north until about 1:00 P. M., the time of the arrival of first 573, after which time no flagman was used. Three trains passed over this track between 1:00 P. M. and 2:56 P. M., the time second 573 was wrecked. No one of them, however, was running at the rate of speed of the wrecked train.

Eye witnesses of the accident say that the cars were derailed first. Some testified there was an explosion followed by the crash of derailment; others that the crash of derailment was immediately followed by an explosion; others say that the crash of derailment was all that they heard or saw. All agree as to the almost immediate presence of fire. Testimony as to the condition of the gas tank equipment disproves any theory of gas explosion, on account of the fact that the gas tank under car No. 100, the one supposed to have exploded, had been punctured by some outside agency.

Two committees of experts, selected by the Pennsylvania Railroad Company, made careful inquiry and investigation as to the cause of the accident, and agree as to it being a derailment of the forward trucks of the tender, and agree, practically, as to where these trucks left the rail. They disagree as to the cause of the derailment. One committee reported the derailment as evidently caused by a combination of uneven and irregular track, the high speed of the wrecked train while passing over the track, and the probable failure of the section men to have proper super-elevation on the curve, together with suitable run-off leading to the same, and sufficient ballast against end of ties on high side of curve. The other committee reported that track condition was

such as would warrant them expressing the opinion that it was not the cause of the derailment.

An outside expert, who was on the ground May 2d, gathering data and making measurements as to the condition of the track, both at the point of the acident and at the curve just north of the accident, expressed the opinion that the cause of the derailment was the uneven and irregular condition of the track and the failure to have proper super-elevation on the curve, and run-off leading to the same, causing the forward trucks of the tender to mount the rail, followed by the derailment of the other cars in the train.

The track, being in loose condition, each train that passed over, prior to the accident, caused it to settle to such an extent that it became uneven and irregular, and, in the opinion of Inspector McKelvey, this caused the driving wheels of engine No. 3169 of second 573 to mount the outside rail, throwing the rails across the track, thus letting the entire train, with the exception of rear trucks of the dining car, off almost simultaneously. No one of the cars was telescoped.

The train, running at a speed of about fifty miles per hour, was thrown down an embankment on the east side and outside of the curve, the engine, tender and first car of the train turning over on their side, the remaining cars standing nearly upright.

The evidence shows that no throwing or aligning was done after first 573 passed, but work of surfacing, tamping and filling between the ties was being done continuously until the arrival of the second section.

The Board, under these conditions, concurs in the opinion of Inspector McKelvey, that the section foreman erred in judgment in not having the track in proper condition for the safe passage of second 573, which was running at high speed. Under the circumstaces he should have protected the same by a flag.

It is the conclusion of the Board, and of the Interstate Commerce Commission, from the evidence in this case, that the derailment was caused by an uneven, irregular and insecure condition of track, which would not permit a train to pass over it in safety at a speed of from fifty to sixty miles per hour, the rate at which this train was running.

It is also concluded that this piece of track should have been protected by flag until the work was completed, that is, until the elevation of the high rail had been carried around the curve and properly run off at the same point where the surfacing had been run off on the lower rail, and ballast replaced against the ends of the ties on the high side of the curve.

The rule, as interpreted by an official of the Pennsylvania Railroad Company, does not require flag protection in doing work of this character, and we believe such rule should be so amended as to leave no doubt as to the requirement of flag protection to all trains when the track is being shifted, realigned or thrown, or where such similar insecure conditions of track exist.

The facts that the cars in this train were of wooden construction, and that the lighting system used was gas, are evidently responsible for the great loss of life and the total destruction of the train by fire. Had the cars been of steel construction, or had electricity been used as the lighting system, it is certain the loss of life would not have been so great.

Dated June 13th, 1911.

In the Matter of the Application of the Township of North Bergen, in the County of Hudson, for the Better Protection of Paterson Avenue, Where It Crosses at Grade the New York, Susquehanna and Western Railroad, and Northern Railroad of New Jersey. } **ORDER.**

Francis H. McCauley, for Township of North Bergen.
H. A. Taylor, for respondents.

The petition in this proceeding is submitted on behalf of the township of North Bergen, in the county of Hudson, and seeks an order requiring better protection at Paterson avenue, in the township, where it is crossed, at grade, by the lines of the respondent companies. An answer was filed on behalf of the New York, Susquehanna and Western Railroad Company, and the Northern Railroad of New Jersey, by the Erie Railroad Com-

pany, which company operates the lines of railroad of the respondent companies.

A hearing was had, at which all parties to the proceedings were represented. The Board also caused an examination of the premises and conditions about said crossing to be made by its inspector. It appears from the testimony, and report of the inspector, that the crossing is now protected by a crossing flagman from seven A. M. to one A. M., and that crossing alarm bells are also installed on both the New York, Susquehanna and Western Railroad and Northern Railroad of New Jersey.

It also appears that the distance between the inside tracks of the two railroads is forty-two feet; a flag-house is located in this space between the tracks, which affords the flagman a good view in all directions. On account of this distance between the tracks, if the crossing is to be protected by gates, it will be necessary to operate from a tower placed in the space between the tracks, which would take the flagman off the crossing. The Board is of the opinion that the flagman on the ground is better able to control travel and affords better protection to pedestrians and vehicles than if he were located in the tower above the tracks. It further appears that Paterson avenue is a main thoroughfare in this vicinity, and that there is considerable traffic at this point.

The Board is therefore of the opinion that this crossing should be protected at all hours of the day and night by a flagman upon the crossing, and it hereby

ORDERS and directs that the Erie Railroad Company continue the present method of protection and maintain such protection during the entire twenty-four hours of the day.

Dated June 13th, 1911.

In the Matter of Proposed Alterations in the Delaware, Lackawanna and Western Railroad Company's Station at Summit, New Jersey, and in the Overhead Crossing Thereat. } **MEMORANDUM.**

1. The privilege of local self-government is not lightly, nor upon dubious and uncertain considerations, to be interfered with.
2. If the safety or overwhelming convenience of the traveling public could be secured only by an alteration of structures, originally built by mutual

agreement between a municipality and a public utility, such alterations might be legitimately ordered by this Board, upon the broad ground of requiring a public utility to furnish safe, adequate and proper service.

C. N. Williams, for the City of Summit.

M. M. Stallman, for the Delaware, Lackawanna and Western Railroad Company.

This controversy centers in the attempt on the part of the Delaware, Lackawanna and Western Railroad Company to effect certain changes in its station at Summit, New Jersey, and in the overhead crossing spanning the tracks thereat. The company alleges that the overhead crossing is, at present, used as a thoroughfare by numerous persons who are not patrons of the road; that the safety of the road's patrons is thereby jeopardized and their convenience unduly curtailed; and that the company is put to unwarrantable expense by reason of the wear and tear upon the flooring of the station by the aforesaid trespassers. Accordingly, the company has completed plans designed to prevent the unauthorized use of the station and of the overhead passage as a thoroughfare, and designed to provide approaches to and from the railroad tracks somewhat differently arranged from those now in use.

The city of Summit, as represented by the Mayor, the Council and the City Solicitor, shows that it has resisted the installation of the proposed alterations, and has directed the City Inspector of Buildings to withhold his approval of the proposed structural changes. The city of Summit contends that its contract with the company requires the maintenance, at the station, of an unimpeded overhead passageway. The city of Summit also contends that the changes proposed by the Delaware, Lackawanna and Western Railroad Company will inconvenience patrons of the road, and "will increase the liability to injury to passengers using the island platform beneath the passageway."

The company, in its petition, asks the Board of Public Utility Commissioners to issue an order requiring that the proposed changes in the station and in the overhead passageway be carried out; and, failing such an order, requests that the Board shall approve of the plans for the alterations contemplated.

It is not quite clear upon exactly what legal grounds the company's application for an order, or for a formal approval of the plans for alterations, is grounded. Presumably such action by the Board is requested upon two grounds: first, upon the power of the Board to require every public utility "to furnish safe, adequate and proper service, and to keep and maintain its property and equipment in such condition as to enable it to do so" (Laws of 1911, Chapter 195, Paragraph II, Section 17, Subsection b); and, second, upon the appellate jurisdiction conferred on the Board by Chapter 17 of the Laws of 1911. This act, in so far as it is relevant, provides that "Any public utility * * * may appeal to said Board from any order or regulation made under existing law by any local, municipal or county governing body, and said board is hereby given jurisdiction to hear said appeal and to determine the matter in question on the merits, and make such order in the premises as may seem just and reasonable."

If at any time a case should arise where a municipality had made any order or regulation under existing law, where such order or regulation evidenced a plain, palpable and unmistakable disregard of the safety or the adequacy of the service expected and required of a public utility, the Commission would necessarily have to face the question of the Commission's rights and duties in the premises, and would act accordingly. But the privilege of local self-government is not lightly, nor upon dubious and uncertain considerations, to be interfered with; and the strongest proofs must be forthcoming to warrant the exercise by the Commission of emergency powers which transcend the authority deputed to and ordinarily exercised by municipal governments. Such powers as may be conferred upon the Commission under Chapter 17 of the Laws of 1911 may not lightly be invoked by a petitioner to secure results which, in ordinary course, should be attained by fair and even-handed negotiation with the respondent. In the present case the Commission sees no necessity for having recourse to the exercise of any such powers.

The contention made in this case by the city of Summit, with reference to its rights under its contract of December 26th, 1902,

with the company, as regards the maintenance intact of the physical structure of the station and its overhead crossing, is also irrelevant. If it could be demonstrated that the safety or the overwhelming convenience of the traveling public could be secured only by an alteration of structures, originally built by mutual agreement between a municipality and a public utility, such alterations might be legitimately ordered by this Board upon the broad ground of requiring a public utility to furnish safe adequate and proper service.

In the present case neither the duty of the Board to supersede local privileges of self-government nor its duty to annul by order arrangements (provided for by earlier agreements, but now made antiquated by changed conditions) emerges. It has not been shown to the satisfaction of this Board that the proposed structural alterations in the Summit station or in the overhead crossing would augment the convenience or the safety of the patrons of the road. On the contrary, the evidence adduced at the hearing of the case by the Board on May 31st, 1911, at the State House in Trenton, induces it to believe that the present arrangements better subserve both the convenience and safety of the traveling public at that place than the proposed plan would do. The Board is inclined also to believe that such inconvenience or loss as the company now suffers by the retention of the present station arrangements is not grievous, and that relief is properly to be sought through the building, by joint action of the city and the company, of an additional overhead bridge at one end of the station, and not by the installation of the changes embodied in the plan of alterations submitted by the carrier.

For these reasons the applications is dismissed.

Dated June 23d, 1911.

In the Matter of the Complaint of Louis M. Brock, Mayor of the Town of Kearny, vs. the Erie Railroad Company, Regarding Rates Between Jersey City and Arlington.

MEMORANDUM DISMISSING COMPLAINT.

1. To attain a fair appraisal of prices set and exacted, the value of the services to the road's patron must be considered no less than the cost to the carrier of rendering the services.

2. All other conditions being the same, there is some considerable presumption in favor of the view that individuals living in a non-competitive transportation region receive more benefit, mile for mile, in obtaining transportation than do individuals who obtain the same physical service served by competing carriers.

Louis M. Brock, for the town of Kearny.
H. A. Taylor, for the Erie Railroad Company.

The gist of the complainant's contention is that the Erie Railroad Company unjustly discriminates against its patrons at Arlington and West Arlington by exacting from them, for the Jersey City trip, fares which are greater per mile than the fares per mile exacted by the same company for the Jersey City trip from its patrons at Newark, Harrison and Grant avenue. It so happens that the Arlington patrons who are charged the higher fare per mile, and the Harrison and Grant avenue patrons who enjoy the lower fare per mile are alike inhabitants within the town of Kearny. This circumstance is wholly immaterial, however, so far as the law governing the case is concerned. If the discrimination is unjust, it should be abated even though the individuals affected were all inhabitants of different towns. If, on the other hand, the discrimination is bottomed on sound reasons, and consequently is not unjust, it should be sustained even though the inhabitants of different parts of the same municipality are affected differently by the fares in question.

There is practically no dispute as to the facts in this case. Trains of the Erie Railroad cross the Hackensack river and enter the town of Kearny on the same tracks. At the river the company's tracks diverge the Greenwood Lake division tracks running directly to Arlington, while the Newark branch tracks run slightly south of west to Newark. Arlington is nearer Jersey City than the Erie station at Fourth avenue, Newark, by about one mile. The fares between Arlington and Jersey City are as follows:

One way,	$0.20
Round trip,	0.35
Ten trip,	1.60
Fifty trip (family ticket),	6.40
Sixty trip (individual),	5.50

The fares between Newark and Jersey City are as follows:

One way,	$0.17
Round trip,	0.30
Ten trip,	1.50
Fifty trip (family ticket),	6.50
Sixty trip (individual),	5.50

It is unnecessary to cite and compare the respective fares between Jersey City and West Arlington, Grant avenue and Harrison, respectively, inasmuch as the alleged discrimination appears clearly in the table above, and inasmuch as the justification offered by the carrier for the disparity in charges, if valid in the typical cases above, would be valid for the other cases involved.

So far as the one-way trip, round trip and ten-trip fares are concerned, it appears that the fares in force are uniformly in favor of the more distant point—Newark. The fifty-trip fares are normally set by the carrier upon the basis of two cents per mile less twenty per cent. Upon this basis the Newark-Jersey City fare would be approximately $7.05, and the Arlington, Jersey City fare would be $6.40. The Erie Railroad Company in this instance makes an arbitrary reduction of the $7.05 fare to $6.50, because of a $6.00 fifty-trip fare set by other carriers between Newark and Jersey City. In this instance of the fifty-trip ticket, the Arlington-Jersey City fare is absolutely less than the Newark-Jersey City fare. Finally the equality in the price of monthly commutation tickets, whether sold at Newark or Arlington, is explained by the fact that both places lie within the same zone, being not less than seven nor more than nine miles from the center thereof. All places within this ring obtain the same flat rate, or $5.50 for the sixty-trip ticket.

The Erie Railroad Company justifies the lower fares per mile given to the points upon the Newark branch by the competition centering at Newark. Between Newark and Jersey City trains are run by the Pennsylvania, the Jersey Central and the Lackawanna. There is thus raised between the petitioner and the respondent the general question whether competition is a reasonable justification for giving the more distant point upon one branch of a carrier's line a lower rate per mile than is accorded to non-competitive points upon another branch when these latter points are nearer the common terminus. There is also involved the subordinate question whether, in case the general issue is

resolved in favor of the carrier, the disparity in rates is greater than the competition would reasonably warrant.

It is a difficult, perhaps an impossible, task to bring to a common bar of reason the carrier and the carrier's patrons as regards the equitable warrant for setting rates and fares in a competitive district on a lower basis than rates in non-competitive territory. The carrier is impressed with the overwhelming necessity of meeting his competitor's rates. Low rates in competitive regions have consequently for the carrier the self-evidencing warrant and authority of self-preservation. He is likely to conclude that non-competitive regions afford an opportunity for exacting an indemnity to which he is fairly entitled, and which he should be allowed to levy at discretion. The patron of the road, upon the other hand, who does not enjoy competitive rates or fares is inclined to regard the charges exacted of him as pure extortion. He argues that the carrier does not lose money on any part of his business operations, and that if low competitive rates and fares afford a profit, such rates might and should be established universally, without absolute loss to the carrier and with immeasurable gain to the patrons of the road. The views of both carrier and shipper, plausible as they may severally appear, *prima facie,* require every considerable qualification before they can be harmonized with each other or with the facts and reasons of the case.

Wherever a price is paid for a service rendered, the price, in the long run, must cover expense incurred by the seller, and cannot exceed the value which the buyer attaches to the service in question. To attain a fair appraisal of prices set and exacted, the value of the service to the road's patron must be considered no less than the cost to the carrier of rendering the service. Some idea of the value of a service to the patron may be had by estimating the loss or inconvenience that would ensue were the service withdrawn. If the Erie Railroad Company, for instance, did not transport passengers from Arlington to Jersey City, the passengers in question would have to resort to a circuitous route, with the consequent loss of time, comfort and money. If, on the other hand, the Erie Railroad Company withdrew its services from Newark to New York the only in-

convenience entailed upon its former patrons at Newark would be the necessity of resorting to the Pennsylvania, the Lackawanna or the Jersey Central for a substantially similar service. It thus clearly appears that the value of service to patrons of the Erie at Arlington and at Newark, respectively, cannot be accurately and exclusively gauged by the mileage traversed from the two places to a common terminus. All other conditions being the same, there is some considerable presumption in favor of the view that individuals living in a non-competitive transportation region receives more benefit, mile for mile, in obtaining transportation, than do individuals who obtain the same physical service in a region served by competing carriers.

Reverting to the other aspect of the matter, to wit, the cost to the carrier in furnishing service, it may be said that if all rates were reduced to the uniform low level of the lowest competitive rates, the profits of many carriers would cease, and railroad extensions and railroad service would have to be curtailed correspondingly. This does not imply that competitive traffic is carried at a loss, or at the expense of a non-competitive traffic. It is probable that competitive traffic ordinarily affords a margin over the expense. The margin, though less than that obtained on the same physical volume of traffic from non-competitive traffic, ordinarily contributes something toward meeting the fixed charges and other common expenses of the system as a whole, and thus should tend rather to lighten than to aggravate the rates imposed on non-competitive business. In the present case, however, the fares from Newark to Jersey City that are set by the competitors of the Erie leave practically no discretion to the Erie in the fares it must make from Newark and intermediate points to Jersey City. The one-way and the round-trip ticket between Newark and Jersey City are uniformly seventeen and thirty cents, respectively, on the four railroads connecting the two points. The monthly commutation rates are $5.50 on three of the four roads, the Pennsylvania rate being $6.00.

It has not been contended that the Arlington or West Arlington fares to Jersey City are unduly high *per se*. They are within the statutory rates which the carrier may impose. The sole contention of the complainant is that the Arlington and West

Arlington fares are relatively unjust when compared with the rates set by the carrier at Newark and other places on the Newark branch of the Erie. The board is of the opinion, considering the competition centering in Newark and absent in Arlington and West Arlington, and considering the relatively slight difference in the fares between the two places on the Greenwood Lake division and the three places on the Newark branch division, for passage to and from Jersey City, that no unjust discrimination is evident as against the patrons of the Erie Railroad Company at Arlington or West Arlington.

The petition is therefore DISMISSSED.

Dated June 27th, 1911.

In the Matter of the Application of the Riverside Traction Company for Leave to Issue, Sell and Deliver Bonds to the Par Value of One Hundred Thousand Eight Hundred Dollars. } **MEMORANDUM.**

Chapter 195, P. L. 1911, referring to proposed issues of stock and bonds, provides that it shall be the duty of the board, after hearing, to approve of any such proposed issue, when satisfied that the same is to be made in accordance with the law, and the purpose of such issue be approved by said board.

If a security issue is intended primarily for the payment of outstanding debts properly contracted, but is of necessity, in addition, also intended to evade mandatory legal provisions, or if such issue of securities inevitably results in such evasion, these necessary consequences of the proposed security issue must be presumed to be included within and constitute a part of the purpose of such issue.

The petition of the Riverside Traction Company sets forth that, under date of April 24th, 1911, said company was indebted to sundry creditors for work and labor done and for materials furnished toward the rehabilitation of its system in the sum of eighty thousand five hundred and eighty-three dollars sixty-six cents ($80,583.66), as appears by the accountant's statement attached to the petition. To procure funds for the payment of said debts the petitioner asks leave to issue bonds to the amount of one hundred thousand eight hundred dollars ($100,800). This issue of bonds, if sold at eighty per cent. of their par value, would net approximately the amount required to discharge the indebtedness aforesaid.

In the matter of the proposed issue of securities, it is provided under chapter 195 of the laws of 1911, in paragraph III, section 18, sub-section (e) that "It shall be the duty of the board, after hearing, to approve of any such proposed issue maturing in more than one year from the date thereof, when satisfied that the same is to be made in accordance with law and the purpose of such issue be approved by said board." It is to be particularly noted that the board's approval of the purpose of a proposed issue of securities by a public utility corporation differentiates the present law from the act of March 24th, 1910. The term "*purpose,*" in the opinion of this board, cannot and ought not narrowly to be confined merely to the corporation's intention to procure or pay for property, materials and services with the proceeds of the securities intended to be issued. The powers and responsibilities of the board in this respect are no less ample than may fairly be inferred from the spacious term "*purpose,*" advisedly incorporated in the statute. If a security issue is intended primarily and immediately to provide for the payment of outstanding debts properly contracted, but is of necessity, in addition also intended, designed or calculated to evade mandatory legal provisions, or if such issue of securities inevitably and necessarily results in such evasion, these necessary consequences of the proposed security issue must be presumed to be included within and constitute a part of the purpose of such issue.

Additional force is lent to this construction of the board's duty in the premises (that the board is not warranted in approving an issue of securities which circuitously effects an evasion of mandatory legal provisions), by the consideration that under paragraph II, section 17, sub-section (a) of chapter 195 of the laws of 1911, the board is empowered "after hearing, upon notice, by order in writing, to require every public utility as herein defined:

(a) To comply with the laws of this State and any municipal ordinance relating thereto, and to conform to the duties imposed upon it thereby * * * ."

Among the laws governing the issue of securities by public utilities in Chapter 331 of the Laws of 1906. This act provides

that no public utility corporation "shall hereafter issue, sell and deliver any of its capital stock except for cash, of a like or a greater amount than the par value of the stock issued therefor, or for property of at least the actual cash value of the amount of stock at par value issued in payment therefor." The same act also provides that "No such corporation shall hereafter issue, sell and deliver its bonds, notes or obligations of any character, except in return for cash to the extent of at least eighty per centum of the face value of said securities issued, or for property of an actual cash value of at least eighty per centum of the face value of the securities issued in payment therefor.

It appears evident to this Board that the use made by the petitioner of the bonds issued under the approval of the Board under date of Dec. 2d, 1910 (at which time, in the judgment of the Board, such approval was mandatory under provision of the statute then operative in the premises) tends to defeat the plain intent of the act of 1906 (Chapter 331 of the Laws of 1906). These bonds, to the amount of $170,000, were issued as collateral security to secure loans amounting to but $115,000. This latter sum is less than sixty-nine per centum of the par value of said bonds, or far less than the eighty per centum of the face value of the bonds, which the law intends that they shall sell for. In case of default upon the notes so secured, the lender may sell the bonds at any price which the lender decides is expedient. In this case the bonds may readily pass into the hands of miscellaneous holders for less than eighty per cent. of their face value. The corporation would thus clearly have disposed of the bonds for a price less than that prescribed by the statute. To sanction the issue of bonds prayed for in the petition under consideration will be in effect to connive at a process which circumvents and tends to defeat the provision of Chapter 331 of the Laws of 1906 relative to the issue of bonds by public utility corporations. This Board has in a previous case indicated unmistakably its unwillingness to sanction such financing of public utility corporations.

Moreover, the memorandum filed by this Board on December 2d, 1910, in connection with the approval of the securities whose issue was then authorized called attention to the anomalous situa-

tion then existing and since continued as regards the stock of the petitioner. In said memorandum the Board called attention to the facts of the case in the following terms:

"The company had issued and outstanding on July 1st, 1910 (and so prior to the acquiring of jurisdiction by this Board over the issuance of securities by public utility corporations), fourteen thousand nine hundred and forty (14,940) shares of its common stock, of the par value of seven hundred forty-seven thousand dollars ($747,000). These shares so issued and outstanding have been paid up to the extent of eighty per cent. of their par value only, aggregating five hundred ninety-seven thousand six hundred dollars ($597,600). There still remains assessable thereon twenty per cent., aggregating one hundred forty-nine thousand four hundred dollars ($149,400), a sum more than sufficient to satisfy the existing indebtedness of the company, meet the required additional expenditures, and provide the needed working capital.

"In this situation the increase of the fixed charges of the company through the issuance of mortgage bonds to provide moneys for these purposes would scarcely seem requisite or justifiable.

"Granting that the plan pursued by the petitioner in issuing this stock was adopted in good faith and granting that the certificates bear endorsements stating that they are paid up only to the extent of eighty per cent. of their par value, the fact remains that the plan, if not actually in violation of, still does provide a ready means whereby, through continued withholding of the call for the unpaid twenty per cent. upon the stock issued and outstanding, and the providing of needed funds by issues of bonds at perhaps only eighty per cent. of their face value, the purpose and intent of the statute prohibiting the issue, sale and delivery by the company of its capital stock, 'except for cash, of a like or greater amount than the par value of the stock issued therefor, or for property of at least the actual cash value of the amount of stock at par value issued in payment therefor,' may be defeated."—Page 105, report of 1910.

The persistence of the petitioner in withholding the call for the unpaid twenty per centum due on the common stock until

a more convenient season operates as an avoidance of compliance with the plain intent of the statute of 1906 to which allusion is made *supra*.

For these reasons therefore: First, that the action of the petitioner as regards the bond issue authorized in December, 1910, tends to defeat the purpose of Chapter 331 of the Laws of 1906; and, second, because the petitioner persists in withholding the call for the unpaid twenty per cent. due upon the common stock, and thus again tends to defeat the purpose of the said statute; and because the issue of the bonds, approval of which is prayed for in the petition, would aid and abet in this continued evasion of the law and in the avoidance of compliance therewith, the Board has denied the application for approval as noted in the minutes of the meeting of the Board held June 30th, 1911.

Dated July 7th, 1911.

In the Matter of the Collision of the West Jersey and Seashore Railroad at Lucaston on Monday, July 3d, 1911. } **FINDINGS AND RECOMMENDATION.**

On the morning of July third, nineteen hundred and eleven, a collision occurred at Lucaston on the West Jersey and Seashore Railroad, between an accommodation train, bound from Atco to Camden, and an express train, bound from Broad Street, Philadelphia to Atlantic City. One car of the accommodation train was turned over, resulting in the deaths of two and injuries to seventeen persons. No one on the Atlantic City express was killed or injured.

This accident was reported at once to the Board and an Inspector of the Board went immediately to the scene of the accident, was present at the railroad company's investigation of the same and questioned the men in charge of the trains.

From the report made by its Inspector, of his investigation, the Board finds that the accident occurred through the negligent throwing, by the brakeman, of cross-over switch, instead of switch leading to siding track.

That rule No. 102 of Company's regulations, requiring a trainman in a conspicuous position on the front of the leading car, was not observed. The conductor was negligent in the non-observance of such regulation, also for not personally supervising the movement of train from main line to siding track.

That as brakeman of local train gave no signal for backward movement, the movement should not have been made without receiving signal from him.

That baggage-master gave signal to engineer to move backward while going toward the derail switch on siding track and before he reached same. The baggage-master should not have given any signal without first knowing that track was in proper position for backward movement.

The Board HEREBY RECOMMENDS that a higher switch stand be substituted for the ground lever switch at cross-over.

Dated July 11th, 1911.

In the Matter of the Application of Moulton H. Davis, President and Treasurer of the Strathmere Lumber Company, for Approval of a Proposed New Crossing at Grade Over Tracks of the Atlantic City Railroad and the West Jersey and Seashore Railroad at Corson's Inlet.

DISMISSAL OF APPLICATION.

Moulton H. Davis submitted a petition stating that he has established a lumber yard at Corson's Inlet, New Jersey; that he is compelled to haul lumber over the tracks of the Atlantic City Railroad without a crossing, and go between tracks of this road and tracks of the West Jersey and Seashore Railroad, for a distance of two squares, to a crossing of the tracks of the latter road; that this causes great inconvenience to him in delivery of lumber to houses in the course of erection at Corson's Inlet.

The petitioner asked for the Board's approval of a new crossing over the tracks of the Atlantic City Railroad and the West Jersey and Seashore Railroad at the street at his lumber yard.

This matter was referred to the Board's Chief Inspector of its

railroad division for investigation and report, and hearing was called at the meeting of the Board held on Tuesday, July eleventh, nineteen hundred and eleven.

It appears from the report of the Board's Inspector and from testimony taken at the hearing that by a small expenditure Holiday street, which runs up to and alongside the lumber yard of the petitioner, can be put in good condition for the traffic; that when this is done the petitioner will have reasonable facilities for making deliveries from his lumber yard by the public road which crosses the Ocean City Branch of the West Jersey and Seashore Railroad, and that this would avoid making a new crossing over a larger number of tracks. In the opinion of the Board, if this plan is adopted, travel over the tracks of the railroad companies will be safer than it would be if the crossing for which approval is asked was allowed, and the petition is, therefore, dismissed.

Dated July 14th, 1911.

In the Matter of the Complaint of George H. Potter et al. vs. The Union Transportation Company In re Loading of Milk. } **MEMORANDUM DISMISSING COMPLAINT.**

The requirement that the shipper, or his employee, shall deliver cans at the doors of milk cars upon passenger trains, is not deemed improper or inadequate service, nor unjust discrimination.

H. B. Wells, for the Complainants.

B. B. Hutchinson, for the Respondent Company.

The complainants are dairy farmers shipping milk from Cookstown, Hornerstown, Davis and Cream Ridge over the railroad of the Union Transportation Company, lessee of the Pemberton and Hightstown Railroad. The milk is consigned either to Camden or to points on the seashore. The complainants are required to place their milk cans upon milk platforms, and, after waiting the arrival of the train, are required to hand the cans in at the door of the car. This requirement, they contend, is unreasonable. They aver that the requirement is also discriminatory, inasmuch as at Wrightstown, upon the same road, the carrier takes from the platform milk consigned to shore points, and,

without assistance from the milk shippers, loads the milk upon the car.

Milk traffic of the aforesaid character is peculiar and even unique. It partakes of some characteristics of both freight and passenger traffic. It is a commodity, but one that is peculiarly perishable. It is carried, therefore, in this case, and in many other cases, not on the ordinary freight trains, but upon passenger trains. Neither the analogy of ordinary freight traffic nor of ordinary passenger traffic is wholly applicable to the carriage of milk. Passengers load and unload themselves. Ordinary package freight is loaded and unloaded by the carrier, unassisted. If the analogy of passenger traffic controlled, the dairy farmers might be expected to load the cans upon the cars without assistance from the train crews. If the analogy of ordinary package freight controlled, the carriers alone would be expected to load the milk from the platform on to the car. In the absence of complete similarity of milk carriage to either service as ordinarily performed, we are bound to inquire into the reasons for the requirement imposed by the carrier upon the shipper in this case, and into the presumable effect of said requirement.

We are not strongly impressed with the allegation made by the carrier that the additional expense which would be incurred, if train hands were employed to load the cans upon the cars, would be unduly burdensome. The carrier's gross earnings from milk are so nearly equal to the carrier's gross earnings from ordinary freight that upon the score of expense alone we doubt if the carrier's requirement of aid, from the shipper, in loading milk, could be upheld.

Of greater force is the carrier's contention that the movement of the train would be delayed, if train hands, unassisted, were to load the cans from the milk platform into the cars. This is a consideration which affects the shipper of milk also. More than almost any other shipper he is interested in the speedy dispatch of trains carrying so perishable a commodity as milk. Moreover, the prevailing custom upon other roads, such as the Baltimore and Ohio, the Reading and the Pennsylvania, as shown by the

testimony in this case, is to require the dairy farmers or their employees to deliver the cans at the door of the car. Especially where the number of cans is large, the testimony showed that the transfer of cans from the milk platform to the car door by the shippers resulted in a much prompter loading of the cars than would ordinarily result if the train hands performed the entire process of putting the cans from the platforms aboard the cars. This fact seems to us to be the pivotal fact upon which the matter hangs. The region traversed by the road leased by the Union Transportation Company is an excellent dairy farm region, and is destined, apparently, to become a dairy farm region in an increasing degree. The development of the industry depends largely upon maximizing, or at least not hindering the celerity with which the milk traffic can be handled.

It is true that the development of the industry depends also upon the setting of reasonable rates, such as will afford the producer a fair margin of profit. But the matter of rates for milk carriage is not before us in the present case.

There remains to be considered whether the waiting imposed upon the dairy farmers, or the loss of time occasioned their employees, is a hardship of such magnitude as to modify the conclusions reached above. We do not think this to be the case. The practice of deputing to one or more of their number the task of handing all the cans up to the car door, each for a few days at a time, minimizes the total loss of time involved. And the practice of the station agent, in posting the names of the shippers responsible for the loading for a particular period, seems to be entirely without any attempt to exercise undue authority on his part, and in the real interest of all the milk shippers from a particular station.

It is true that at Wrightstown, where a milk car for Camden is hooked upon the train, the carrier was ordered by this Board, in December, nineteen hundred and ten, not to disestablish what had there been the local custom for the train crews to load milk cans from the platform into the cars, without help, where the milk was consigned to shore points. We do not find, however, that it is unjust or unreasonable that shippers, from points where

the magnitude of shipments affords some special facilities, should enjoy reasonable advantages either in rates or in quality of service, which cannot be demanded as of right by shippers from points affording less traffic. Nor do we find force in the contention that where wholesale consignments, as from a creamery, afford the advantage of a special car upon a siding, into which any consignor may load milk without waiting, such advantage works unjustly to the disparagement of others less fortunately circumstanced in this respect.

In short, expeditious loading seems in the case under review to be one most essential desideratum, both to the shipper and to carrier. This is at present best served by the requirement now in force and with an increase in dairy farming in the region will become more and more imperative. It is in keeping with the prevailing practice upon other roads, where the circumstances and conditions are similar, and we do not, therefore, deem the present requirement, that the shipper or his employee shall deliver the cans at the doors of the milk cars upon passenger trains, constitutes improper or inadequate service, nor unjust discrimination when all things pertinent are considered.

The petition is, therefore, DISMISSED.

Dated July 18th, 1911.

In the Matter of Complaints Regarding Commutation Rates Between Points in New Jersey and the City of New York. } **MEMORANDUM.**

Since the enactment of the "Public Utilities Law" (Chapter 195, Laws of 1911), the Board of Public Utility Commissioners has received several communications relative to commutation fares between points in New Jersey and New York City. In particular, the President and Secretary of the New Jersey State Commuters' Association have communicated with this Board in relation to this matter. The replies, which have been returned by this Board, have apparently been misunderstood or mistakenly interpreted. In order to correct such misunderstanding, and to explain the situation existing as regards such commutation rates,

the Board of Public Utility Commissioners issues the following statement:

There has undoubtedly arisen some genuine surprise and some disappointment that the act which conferred on the Board power in certain cases to set just and reasonable rates, including commutation rates, has been interpreted by the Board as not giving it power over commutation rates from points in New Jersey to New York City. Such power over commutation rates the law does confer upon this Board, so far as the journey is entirely within this State, and so far as rates so fixed by this Board do not in effect burden or interfere with interstate commerce. Not only does the Board under the law have power over rates for such passenger traffic, but the Board has already exercised such power, notably in the case where the Public Service Railway Company attempted in Newark and vicinity to abolish school children's commutation tickets. In this case the Board ordered the restoration of the commutation rates, and although its order was brought under review by certiorari, the Supreme Court, speaking by Justice Minturn, sustained the order of the Board. The result was that such commutation rates are again in force.

When notices were given by the railroad companies of proposed increases in commutation rates, numerous complaints were made to this Board, or rather to its predecessor, the Board of Railroad Commissioners. Referring to these, the Board, on June 14th, 1910, made the following announcement:

> "That the transportation of passengers from points in this State to another State is interstate commerce, and that this is so as to that part of the trip which is wholly within either State, where the transportation is under an entire contract for a continuous trip.
>
> "That the power to regulate commerce between States is, by the provisions of the Federal Constitution, vested in the Congress of the United States, and that the power of Congress is exclusive.
>
> "That the State is without power to regulate such commerce, and that the Legislature of the State can neither exercise such power directly nor can it confer it upon this Board.
>
> "That, therefore, all complaints of increased rates of passenger fares from points in this State to the city of New York have been referred by this Board directly to the Interstate Commerce Commission, in which Commission Congress has vested jurisdiction."

Hearings have been held by the Interstate Commerce Commission on these complaints. At such hearings the State has been represented by its Attorney-General, assisted by special counsel

with expert knowledge of the subject. This Board has also been represented by one of its members in attendance at the hearings.

The Board, upon receipt of the recent communication from the Commuters' Association, informed the Association of its action in referring to the Interstate Commerce Commission all complaints received by it relating to travel between points in New Jersey and the city of New York, and also advised the Association that the Interstate Commerce Commission has not as yet reached a determination in the investigation initiated by it as the result of the action of this Board. The Association was further advised that, as their communication laid no facts before the Board which were not before it at the time of its prior action, it did not seem that any new ground was taken that might be considered by the Board as a reason for changing the present status of the matter. This has given rise to considerable comment, much of which is apparently based upon misunderstanding of the law and of the duties imposed upon this Board.

Surprise has been manifested that the power conferred by the recent "Public Utilities Act," and the decision by the Interstate Commerce Commission denying the attempted increase in interstate freight traffic, are both regarded as in nowise affecting the opinion which the Board reached in June, nineteen hundred and ten.

But clearly the rate-fixing power conferred upon the Board applies only to such traffic as lies within the jurisdiction of the State. If traffic from points in New Jersey to New York City was interstate commerce in June, nineteen hundred and ten, it has not ceased to be interstate commerce at the present time.

Moreover the denial of freight advances, proposed by various carriers, by the Interstate Commerce Commission, while it may create some presumption that a similar ruling may be handed down by the same Federal tribunal in the matter of commutation fares to New York, in nowise changes the jurisdiction of the State, over interstate commerce, and in our judgment only renders it more advisable to await from the Interstate Commerce Commission, the only body of competent jurisdiction, an order in the matter of commutation rates to New York City.

That the position of the Board is not peculiar in this respect is shown by a decision, made as recently as April of this year, by Justice Sanborn of the United States Circuit Court, for the District of Minnesota, Third Division. In this decision Justice Sanborn declared that "The power to regulate commerce among the States was carved out of the general sovereign power by the people when the national government was formed, and granted by the Constitution to the Congress of the nation. That grant is exclusive. The United States may exercise that power to its utmost extent, may use all means requisite to its complete exercise, and no State, by virtue of any power it possesses, either under the name of the police power or under any other name, may lawfully restrict or infringe this grant, or the plenary exercise of this power, for these are paramount to all the powers of the State and inhere in the supreme law of the land. The fares and rates of transportation of passengers and freight in interstate commerce are national in this character and susceptible of regulation by uniform rules." * * * "To the extent that it does not substantially burden or regulate interstate commerce a State may regulate the interstate commerce within its borders, but no farther." * * * "A part of every interstate transportation is carried on within the State of its initiation and concluded within another State, but neither State may fix or regulate the fares or rates of the part within its borders, because the authority so to do is requisite to the complete preservation of the freedom of, and to the untrammeled regulation of, that transportation, and this power is vested exclusively in the nation."

The President and Secretary of the New Jersey State Commuters' Association urge upon this Board that it shall take the former rates from each surburban town to New York, and deduct therefrom the amount of money which the railroad pays for transit through the subway or via the ferry. The remainder, it is claimed, would be the rate which the Commission should order to be charged from such surburban town to Hoboken or Jersey City.

This suggestion the Board, for various reasons, thinks is unworthy of its adoption.

First. Because a similar procedure might be taken as regards every passenger and freight rate in the United States. To suppose that the United States Government, through its courts, would ever sanction this piecemeal disintegration of all rates into intra-state rates, and thus acquiesce in the nullification of federal power over interstate commerce, is a sheer absurdity.

Second. Because for this Board to attempt such a course would subject it rightly to the suspicion that it is willing, by devious indirection, to grasp at powers beyond its jurisdiction. Such a course might be pursued by an unscrupulous attorney, motived by no other purpose than to win, or to try to win at all hazards, but it is below the level of fair procedure in a body which must command, so far as it rightly can, the confidence even of public utility corporations, that it will pursue only a fair, equitable and legal policy.

Third. The plan proposed is quite unnecessary, inasmuch as the very points on which it hinges have been in the case of *Shepard* v. *Northern Pacific Railway Co. et al.,* decided adversely by the Circuit Court for the District of Minnesota on April 8th, 1911, by Judge Sanborn, and the final decision upon appeal must eventually come from the Supreme Court of the United States.

This Board will not attempt to assume powers it does not believe itself to have; it will not attempt to exercise powers it does not believe it possesses, and it will not be coerced into any course or policy which it considers contravenes the supreme law of the land. It therefore urges that those who are aggrieved by the advance in commutation rates to New York await, with what patience they can demand, the final and legitimate disposition of the case. To attempt a premature and ill-considered adjustment can only delay the final and rightful determination of the whole matter.

Dated July 18th, 1911.

In the Matter of the Investigation of the Rates Charged by the Consolidated Gas Company of Long Branch, New Jersey, for Electric Current and Gas.

ORDER FIXING SCHEDULES.

This is an investigation by the Public Utility Commission, on its own motion, to determine the reasonableness of the rates charged for electric current and gas by the Consolidated Gas Company of Long Branch. The schedule of rates under investigation appears in Schedule D–1, attached hereto.

After this investigation was instituted and in progress, the company submitted new rate schedules which they proposed to put into force, if the Commission approved, on September 1st, 1911, which schedules appear as Exhibit D, annexed hereto.

The property of the company has been inventoried and appraised by the engineers of the Board to ascertain the "cost to reproduce" the property used and useful in the production of gas and electricity and so determine the value upon which the company was entitled to a fair return.

In this appraisement no allowances have been made for intangible values, good-will, franchises, deficits in early years, or uncertain or indefinite matters.

Information was not available in regard to the finances of the company during the early years. Detailed information, however, was available covering the last fourteen years, and this report refers only to the data concerning the company's operations during this fourteen-year period. The inventory and appraisal is given in Exhibit A.

As stated above, no allowance has been made for intangibles, but an allowance of 12%, following the practice in Wisconsin, has been made for engineering, superintendence and other expenses during the construction period.

In connection with the appraisal, it should be kept in mind that it is probable that it cost at least 20% more to build the plant than the valuation arrived at in the tables, due in part to the fact that the property has been constructed piecemeal, and to some extent also to the fact that new and improved

methods have been adopted from time to time which involved the purchase of new apparatus. In one case this has involved the reconstruction and rebuilding of the coal gas plant, which necessitated a considerable addition of capital, and resulted in the scrapping of certain apparatus which was probably not worn out at the time it was displaced.

From these inventories and appraisements it appears that the cost of reproduction of the property in the gas department of the company would amount to $1,176,800, and that its electrical property could be reproduced for approximately $472,460, making the total "cost to produce" $1,649,260.

In the course of the inquiry the general manager of the company stated that in his opinion the physical value of the company's property was between $1,750,000 and $2,000,000.

It is reasonably certain that the amount of money expended for legitimate capital purposes has been very close to $2,000,000.

The company, in pursuance of the order of the Board, submitted a general statement of financial conditions during the past fourteen years, which, with additions inserted by the accountant of the Board, is given as Exhibit B. The figures contained in this statement have been checked by the accountant of the Board by reference to the original books of entry. This statement covers the operations for the past fourteen years. This has been divided into three periods for more ready comparison; the first two periods are five years each, and the third period four years. This comparative statement, with the resulting averages, is given herewith as Exhibit C.

A study of the figures in Exhibit B is of interest. It will be noted that during the past five years the sum of $12,000 has been laid aside each year and credited to the depreciation fund. In addition dividends were paid as follows:

In	1907, ...	$100,000
	1909, ...	40,000
	1910, ...	70,000

It appears that the company has been carrying for some time a number of accounts payable, and within the past year has cleared up all floating indebtedness by the issue of bonds to the value of $400,000.

It is interesting to note that while the total of depreciation and dividend accounts amount to $270,000, it has been necessary in the past year to issue $400,000 in bonds, the principal purpose of which was to clear up floating and other indebtedness. During this period of five years the book value of the company has increased but $16,837. This condition of affairs does not of itself indicate excessive profits. It must, of course, be remembered that all interest charges have been paid, amounting to $373,052.

Another interesting matter which appears from Exhibit B is the relation between the securities outstanding and the book value of the property as the same has increased from year to year. For the thirteen years, up to and including 1909, the total securities outstanding increased $135,000, while the book value of the property increased $607,468, an increase of the book value over securities outstanding of $472,468.

Including the entire period of fourteen years, conditions have been as follows:

Increase in securities,	$535,000
Increase in book value,	610,247

The conditions for the entire fourteen years showing an increase in book value over increase in securities of $75,247. This policy is in line with the sound principles regarding issue of securities.

While referring to this matter it is of interest to note the relation between the securities now outstanding and the cost to reproduce the physical property of the company.

Total securities outstanding,	$2,415,000
Cost to reproduce,	1,650,000
Assumed value of intangibles,	$765,000

which is 31.6 per cent. of the whole. This, perhaps, is not altogether a correct assumption, as the book value is given at $2,470,790, and in the valuation made by the Board's engineers no allowance has been made for working capital. As stated above, it is probable also that there has been expended for capital account about $2,000,000, which would reduce the balance for the value of intangibles to $415,000, or 20% of the total

securities outstanding. The conclusion to be drawn from this is that not enough of the old property has been written off as it was found necessary to discard the same from time to time.

From the books of the company the Board's accountant has ascertained that approximately $600,000 has been expended by the company during the past fourteen years for extensions and improvements. Subtracting the $600,000 from the valuation obtained—$1,649,260, gives a balance of $1,049,260 as the approximate value of the plant when the present company took charge. This gives an average for the physical value for the fourteen years of approximately $1,420,000. From Exhibit C it is found that the average net earnings for the entire period was $88,109, which is 6.2 per cent. of the average value of the property as given above. It will be noted that this includes miscellaneous earnings, and excludes an allowance of $12,000 a year for depreciation beginning in 1906.

From Exhibit C it will be noted that the electric business, if operated by itself, would not be profitable, as the overhead charges would materially increase the operating expenses. The above statements with regard to earnings are all based on the rates now in force or that have been in force in the past.

It was found that 71% of plant valuation was used in connection with the gas department, and the gross income received from sale of gas bore the same relation to the total gross income of the company, that is 71%. For this reason, no great consideration has been given to the reasonableness of the particular rates as such, so far as they were based on the operating cost. A little comparison, however, of these rates with the rates for similar service in other municipalities, where similar conditions prevail, shows that the proposed rates are consistent.

In order to readily compare the two sets of rates (the existing and proposed rates, Exhibits D and D–1) curves have been plotted, showing the net rate to consumers for bills of various amounts. These curves are shown in Exhibit E. This shows that the small consumer, excepting the prepayment gas consumer, will be materially benefited, while the larger consumer will not receive quite the same benefit. In fact, a study of the rates shows

that the larger consumer has been receiving a better consideration with regard to rates than the very small consumer.

In connection with the gas rates, it should be noted that the company proposes to retain the old net rate of $1.35 per M. cubic feet where service continues to be supplied through prepayment meters. The fact that the cost for maintenance of such meters is greater than in the case of ordinary meters would justify the company in exacting a higher charge.

Attached hereto as Exhibit F–1, 2, and 3 are curves submitted by the company showing the daily load on the electrical plant on a typical day in June. The other curves show the seasonal variation in the load on the gas plant and the load on the electric plant. An examination of the daily load curve of the electric plant shows that the plant is operating under very disadvantageous conditions. The fact that Long Branch and vicinity constitute a series of summer resorts accounts for the shape of the curve, and also shows that it is practically impossible to materially change the shape of this curve, and by so doing make the operations more economical. The peak load in the daily load curve shown attains a point approximately six times as great as the average load in the day time.

The curve showing the sales of electric current for each month of the year 1910 shows that the income for August was approximately six times the average monthly income through the winter months. The same thing applies to the income from the sale of gas, the ratio being less, however, as the income from the sale of gas in August is only three and one-half times the income for the month of March.

Another matter readily seen by an examination of these last two curves is that the company must hold in reserve a large proportion of its plant, which finds its full use only during a short period in the summer time. This accounts for the high fixed charges which this plant must bear, as contrasted with a plant in which these abnormal conditions do not prevail.

Summing up, the following conclusions are reached:

1. The conditions with respect to load are such that the plant could not be operated with a much greater degree of efficiency either as respects production or electricity.

2. Some improvement in the operating efficiency of the electric plant might be obtained by an increase in the use of gas for illuminating stores and business places by the use of modern gas appliances during summer months, in this way reducing the electric peak and making available for residence service the spare electric capacity thus set free.

3. Some steps should be taken to write off some of the older portions of the plant, and by so doing bring the book value to a point more nearly corresponding to the physical value of the company's property.

4. The reduction in gross income which the proposed schedules would bring about, based on the business done in the year 1910, amounts for both gas and electric current to $31,186, which is approximately 19% of the total net income for 1910, or approximately 9% reduction of the total gross revenues.

5. Based on the results of this inquiry, these schedules, Exhibit D, are just and reasonable and should be approved, to go into effect on September first, and an order to such effect will accordingly issue.

Dated July 25th, 1911.

EXHIBIT "A."

INVENTORY AND APPRAISAL OF PROPERTY USED AND USEFUL IN THE PRODUCTION AND DISTRIBUTION OF GAS.

Land devoted to gas operations,	$18,000
General structures,	13,000
General equipment,	12,000
Works & station structures,	79,800
Holders,	112,500
Furnaces, boilers & accessories,	19,700
Steam engines,	4,050
Miscellaneous power plant equipment,	8,600
Benches and retorts,	26,150
Water gas sets and accessories,	41,050
Purification apparatus,	13,950
Accessory equipment at works,	$9,490
Trunk lines and mains,	408,600
Gas services,	152,560
Gas meters.	85,000
Station meters,	3,325

Municipal street lighting fixtures,	$13,100	
Gas engines and appliances,	8,375	
Gas tools and implements,	6,000	
Gas laboratory equipment,	550	
Stock,	15,000	
Total,	$1,050,800	
Engineering and superintendence—12%,	126,000	
Total Gas Department,		$1,176,800

INVENTORY AND APPRAISAL OF PROPERTY USED AND USEFUL IN THE PRODUCTION OF ELECTRICAL SERVICE.

Land devoted to electric operations,	$7,000	
General structures,	1,000	
Power plant buildings,	45,000	
Furnaces, boilers and accessories,	55,500	
Steam engines,	51,000	
Gas producers and accessories,	25,000	
Gas engines,	20,500	
Electric generators,	42,650	
Accessory electric power equipment,	7,400	
Miscellaneous power plant equipment,	3,440	
Poles and fixtures,	21,000	
Underground conduits,	11,500	
Distribution system,	47,800	
Lines, transformers and devices,	23,970	
Electric service,	13,000	
Electric meters,	14,600	
Street and park lighting system,	17,100	
Commercial arc lamps,	1,000	
Electric motors and heaters,	1,000	
Electric tools and implements,	1,000	
Electric laboratory equipment,	500	
Stock and fuel,	10,000	
Total,	420,960	
Engineering & superintendence—12%,	50,500	
		$471,460
Grand Total,		$1,648,260

EXHIBIT "B."

CONSOLIDATED GAS COMPANY STATEMENT TAKEN FROM BOOKS OF COMPANY.

	1897.	*1898.*	*1899.*	*1900.*	*1901.*	*1902.*	*1903.*	*1904.*	*1905.*	*1906.*	*1907.*	*1908.*	*1909.*	*1910.*
Gross earnings, gas, ...	$73,228	$85,364	$100,490	$115,018	$139,188	$146,429	$158,490	$165,170	$172,576	$196,306	$212,879	$214,802	$226,597	$242,636
Operating expense, gas,	36,452	42,594	49,973	60,768	73,587	71,199	90,310	96,683	109,689	147,344	134,285	118,477	114,054	117,307
Net earnings, gas, ...	36,776	42,770	50,517	54,250	65,601	75,230	68,180	68,487	62,887	48,962	78,594	96,325	112,543	125,329
Gross earnings, electric,	29,964	32,912	38,335	40,873	47,852	47,500	55,681	63,163	86,288	92,939	103,850	96,499	83,810	93,090
Operating expense, "	18,709	23,071	26,470	28,718	37,123	34,517	49,347	49,120	64,557	80,098	80,261	68,647	51,891	51,113
Net earnings, electric,..	11,255	9,841	11,865	12,155	10,729	12,983	6,334	14,043	21,731	12,841	23,589	27,852	31,919	41,977
Miscellaneous earnings,.	2,056	643	661	1,223	1,009	937	452	1,314	319	300	300	150	300	300
Total net earnings, ...	50,087	53,254	63,043	67,627	77,339	89,150	74,966	83,844	84,937	62,103	102,483	124,327	144,763	167,606
Interest, ...	42,416	44,000	45,688	47,084	48,937	50,346	56,470	60,172	61,244	64,445	71,881	81,292	78,330	77,104
Profit, ...	7,671	9,254	17,355	20,543	28,402	38,804	18,496	23,672	23,693	*2,342	30,602	43,035	66,433	90,502
Depreciation, ...	.....	.....	.....	.....	.....	.....	.....	.....	.....	12,000	12,000	12,000	12,000	12,000
Dividends, ...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	100,000	.....	40,000	70,000
M. Cubic Ft. of Gas.														
Delivered to mains, ...	55,625	63,887	79,850	102,046	112,798	128,067	151,220	167,188	192,686	210,586	220,485	200,516	207,894	215,967
Sold, ...	49,224	57,300	67,505	77,334	85,465	99,311	108,903	114,908	132,712	152,238	162,943	164,714	173,038	185,046
K.W. Hrs. generated, ..	415,219	455,084	506,959	541,992	622,560	716,436	877,430	875,886	1,388,746	1,761,006	1,919,606	1,578,066	1,326,356	1,473,900
K.W. Hrs. sold, ...	312,858	333,884	378,364	387,946	388,166	448,327	552,796	620,589	1,023,122	1,253,242	1,389,411	1,065,554	839,349	986,979
Plant and equipment, ..	†1,860,543	1,892,181	1,952,580	2,015,461	2,050,944	2,114,340	2,224,832	2,290,498	2,329,752	2,453,953	2,453,953	2,463,469	2,468,011	2,470,790
Capital stock, ...	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Bonds (5's), ...	880,000	895,000	920,000	960,000	986,000	986,000	986,000	986,000	986,000	1,015,000	1,015,000	1,015,000	1,015,000	1,015,000
Bonds (6's), ...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	400,000

* Loss.

† At close of year; $1,822,097 at beginning of year.

EXHIBIT "C."

CONSOLIDATED GAS COMPANY OF NEW JERSEY.

SCHEDULE I.

GAS OPERATIONS.

	Average Gross Earnings Per Year.	Average Operating Expense Per Year.	Average Net Earnings Per Year.	Operating Expense Per cent. of Gross Earnings.
1897–1901, ...	$102,658	$52,675	$49,983	51.2%
1902–1906, ...	167,794	103,045	64,749	61.6%
1907-1910, ...	224,229	121,031	103,198	54.%
1897-1910, ...	160,655	90,194	70,461	56.2%

ELECTRIC OPERATIONS.

1897–1901, ...	37,987	26,818	11,169	71%
1902–1906, ...	69,114	55,528	13,586	80%
1907–1910, ...	94,312	62,978	31,334	67%
1897–1910, ...	65,197	47,403	17,794	73%

	Average Cu Ft. of Gas Sold.	Average K. W. Hr. of Electricity Sold.
1897–1901, ...	67,365,680	360,243.8
1902–1906, ...	121,614,540	779,615.0
1907–1910, ...	171,435,175	1,070,323.0
1897–1910, ...	116,474,414	713,899.0

SCHEDULE II.

AVERAGE PER M. CUBIC FEET OF GAS SOLD.

	Gross Earnings.	Operating Expense.	Net Earnings.	*Interest.	Profit.
1897–1901, ...	$1.523	$0.782	$0.741	$0.449	$0.292
1902–1906, ...	1.375	.844	.531	.317	.214
1907–1910, ...	1.311	.708	.603	.298	.305
1897–1910, ...	1.385	.778	.607	.357	.250

AVERAGE PER K. W. HR. SOLD.

1897–1901, ...	.106	.074	.032	.038	Loss-.006
1902–1906, ...	.089	.071	.018	.023	Loss–.005
1907–1910, ...	.088	.059	.029	.022	.007
1897–1910, ...	.091	.066	.025	.025	.000

SCHEDULE III.

	Average Net Earnings.	Per Cent. of Capital Invested.	Average Interest Per Year.	Average Net Profit Per Year.	Per Cent. of Capital Stock.
1897–1901, ...	$62,270	5.40	$45,625	$16,645	1.66
1902–1906, ...	76,600	5.30	58,535	18,065	1.81
1907–1910, ...	122,795	7.38	77,152	45,643	4.56
1897–1910, ...	88,109	6.20	59,244	28,865	2.89

* 70% assigned to gas; 30% assigned to electric department.

† Includes miscellaneous earnings, and excludes an allowance of $12,000 per year for depreciation beginning with 1906.

EXHIBIT "D."

NEW ELECTRIC RATES.

First 200 K. W. monthly, ...	15c.	Loss in revenue based on
Next 200 K. W. "	12c.	1910 business amounts to
All over 400 K. W. "	10c.	$8,795.00.

Annual contract rates same as in effect now, of six cents per K. W., plus a demand charge of $1.20 per 50 watts connected up, plus $12 per year consumer charge. This rate is optional, to be used only when it favors consumer.

Any consumer using his own plant and demanding more than 5 K. W. capacity must guarantee not less than $50.00 per year per K. W. of demand.

Power rate of 10c. per kilowatt hour.

Annual contract rate of 6c. per kilowatt plus $12.00 per year. per H. P., plus $12.00 per year consumer charge. This rate is optional, to be used only when it favors consumers.

Minimum bill for service where meter is installed $1.00.

(THE ONLY CHANGES ARE IN PRICES PER KILOWATT HOUR.)

GAS RATES.

First 10,000 cu. ft. monthly, ...	$1.35	Loss in revenue based on
Next 40,000 cu. ft. "	1.25	1910 business amounts to
All over 50,000 cu. ft., ...	1.10	$22,391.00.

Less 10c. per M. cu. ft. for payment in ten days.

Annual contract rate same as in effect now, 70c. per 1000 cu. ft., plus a demand charge of $30.00 per year per 100 cu. ft. of demand plus $12.00 per year consumer charge. This rate is optional, to be used only when it favors consumer.

A minimum bill of 25c. per month where meter is installed.

The old rate of $1.35 net per M. cu. ft. shall continue on the prepayment meters. Every consumer, however, to have the right to demand the regular ordinary type of meter.

(CHANGES ARE IN THE RATES PER M. CUBIC FEET, AND IN THE INSTITUTION OF A MINIMUM CHARGE.)

(To go into effect Sept. 1st.)

EXHIBIT "D–1."

OLD RATES.

ELECTRIC.

20c. for first 50 kw. hrs.
16c. for next 50 kw. hrs.
12c. in excess of 100 kw. hrs.

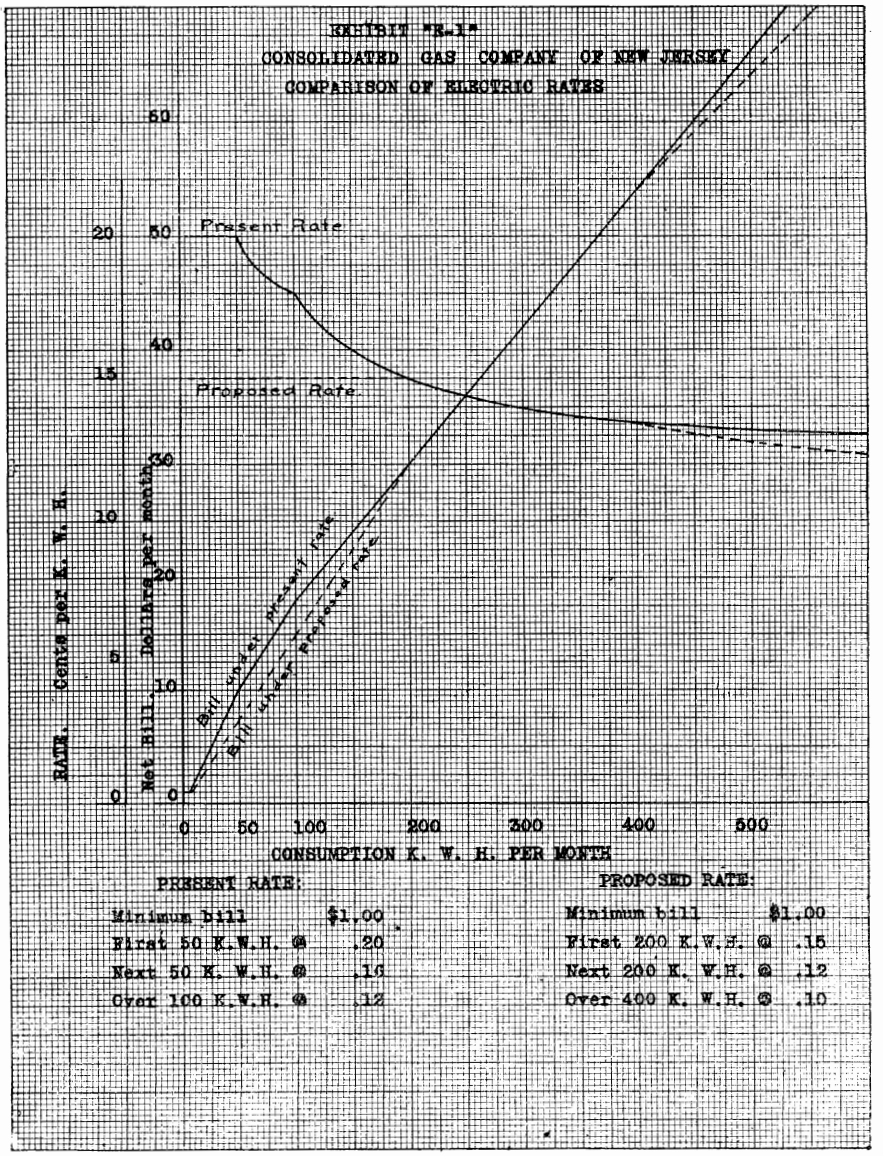
Power rate 10c. per K. W. Hr. for twenty-four hour service.

All other provisions are the same as on Exhibit D.

GAS.

$1.50 per M. with 15c. off for payment in ten days, making net rate $1.35 per M. cubic feet.

All other provisions are the same as on Exhibit D.



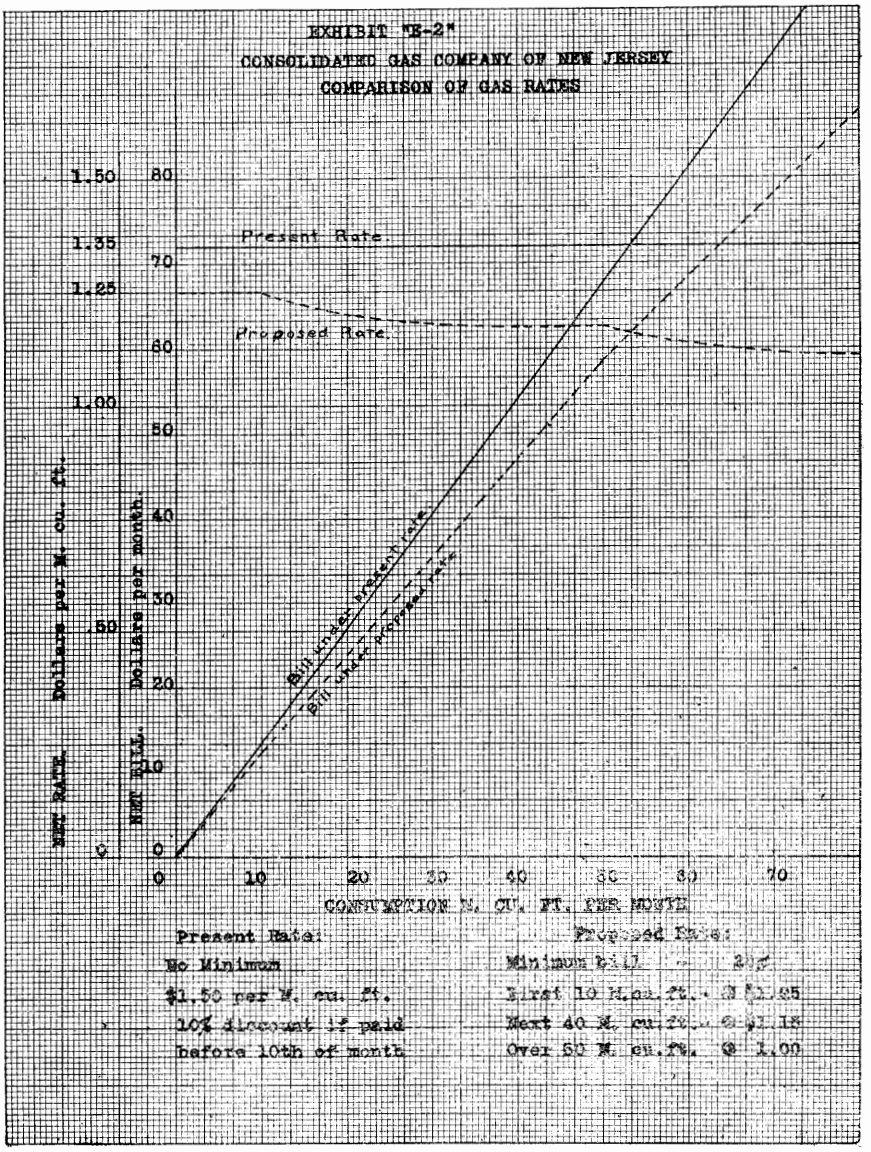
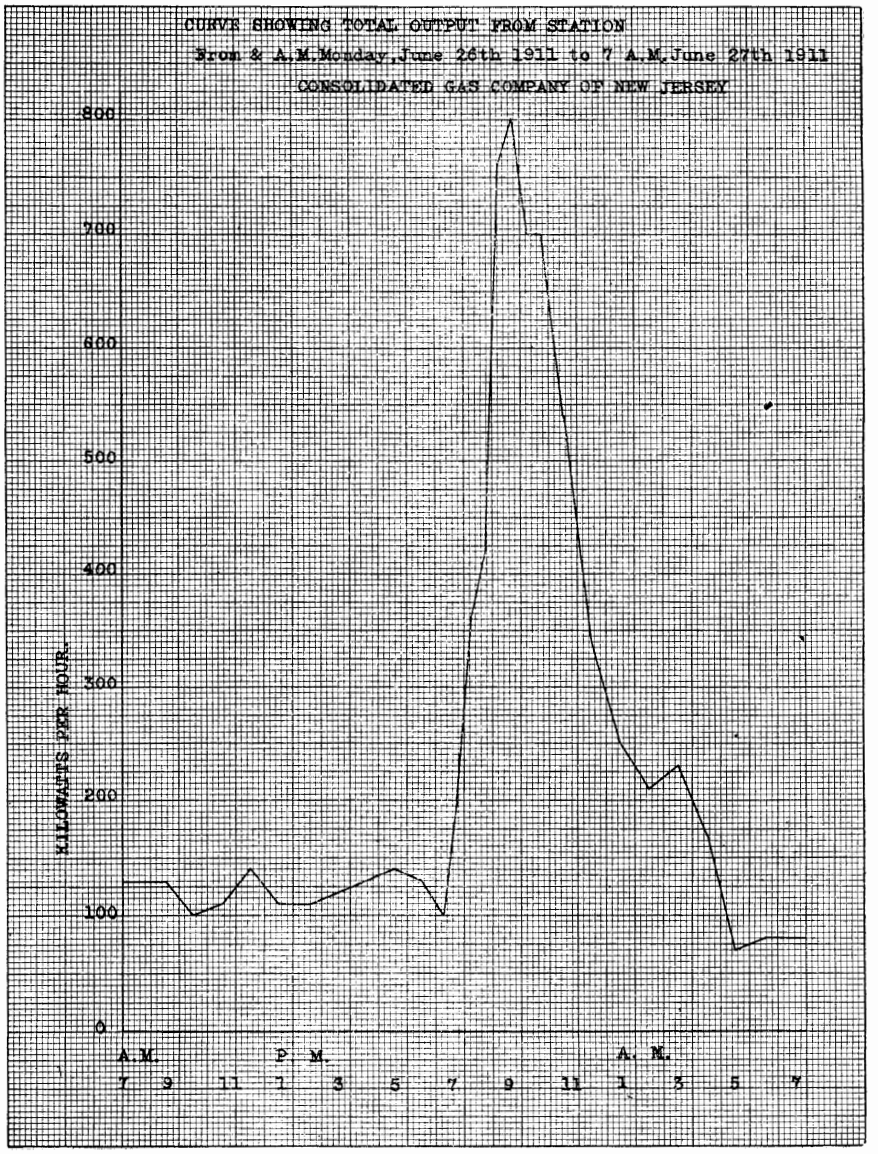


EXHIBIT "F-1."



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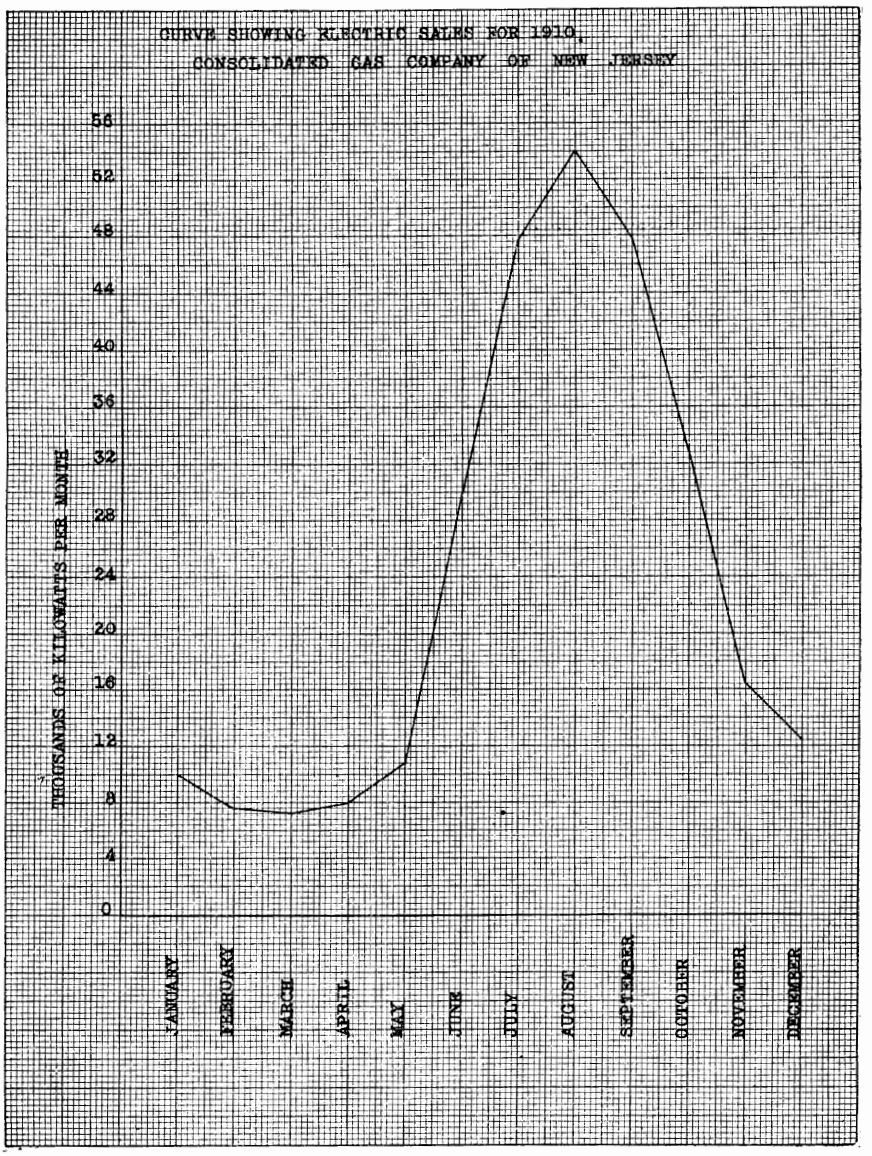

EXHIBIT "F–3."

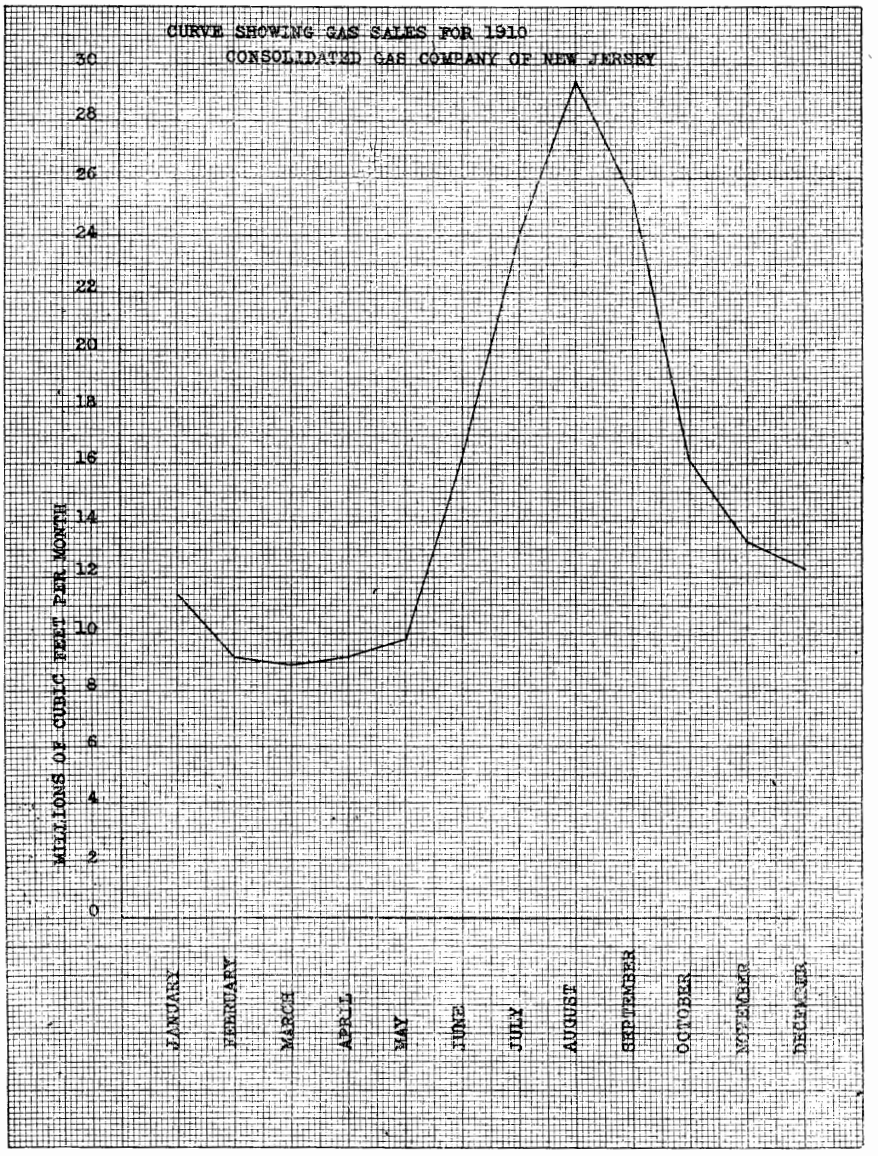

EXHIBIT "G."

The following is a list of the municipalities served by the Consolidated Gas Company of New Jersey:

Allenhurst,	Gas
City of Asbury Park,	"
Bradley Beach,	"
Borough of Seabright,	"
Township of Ocean,	Gas and electric
" " Neptune,	Gas
" " Shrewsbury,	"
" " Eatontown,	"
Oceanport,	"
City of Long Branch,	Gas and electric
Borough of Deal,	Gas
" " Monmouth Beach,	Gas and electric
" " Red Bank,	Gas
Little Silver,	"
Fair Haven,	"
West Long Branch (borough),	Electric

Service from one central station makes present rates possible.

Ralph E. Beers vs. The Adams Express Company, in the Matter of Alleged Inadequate Service. } **ORDER.**

Ralph E. Beers, a resident of that part of Trenton known as "Hillcrest," complained that the Adams Express Company does not make deliveries at "Hillcrest."

To this complaint answer was filed and hearing was held. As the result of testimony taken at the hearing the Board is of the opinion that the Adams Express Company does not furnish adequate and proper service, in refusing to deliver packages shipped by said company and addressed to residents of that part of Trenton known as "Hillcrest."

The Board HEREBY ORDERS the said Adams Express Company to deliver each and every package shipped by it and addressed to residents of that part of Trenton known as "Hillcrest."

Dated July 25th, 1911.

In the Matter of the Jurisdiction of the Board of Public Utility Commissioners Over Public Utilities Operated by Municipalities.

In order to avoid misunderstanding, the Board announces:

1. That it has at no time claimed jurisdiction over the public utilities operated by the municipalities of the State, except to the extent hereinafter indicated.

2. That the statute (sec. 25) requires every municipality operating any form of public utility service to keep the accounts thereof in the manner prescribed by the Board for the accounting of similar public utilities, and that under this section of the statute the Board claims jurisdiction to require such municipalities to file with it statements of such accounts.

3. That for completeness of its records, and for statistical purposes, it has requested such municipalities to furnish information concerning rates, and certain other statistics similar to that required to be furnished by the public utility companies of the State, and that uniformly the municipalities realizing the value of complete statistics, including municipally operated, as well as privately operated, utilities, have readily and properly complied with the request.

Adopted July 28th, 1911.

In the Matter of the Petition of the Bernards Water Company and Others.

Application was made herein by petition in writing, filed June the sixth, nineteen hundred and eleven, for:

(1) Permission for the sale and conveyance by The Bernards Water Company to the Bernards Electric Company of all the real and personal property, constituting its electric light plant and system and ice plant, for the sum of one hundred and twenty-five thousand dollars ($125,000).

(2) Permission to the Bernards Electric Company, after purchasing said property, to sell, issue and deliver to The Bernards Water Company bonds of the par value of one hundred and twenty-five thousand dollars ($125,000), and to mortgage said property to secure said bonds.

(3) Permission thereafter, to the Bernards Electric Company, to sell and convey said property to the Eastern Pennsylvania Power Company, a Pennsylvania corporation.

(4) Permission to the Eastern Pennsylvania Power Company, a Pennsylvania corporation, thereafter to lease said property to the Bernards Electric Company.

(5) Permission to the Eastern Pennsylvania Power Company, a Pennsylvania corporation, to acquire one thousand dollars of the capital stock of the Bernards Electric Company for cash, at the par value thereof; and to mortgage said stock to the Commercial Trust Company of Philadelphia.

(6) To permit the Bernards Electric Company, the Warren County Power Company and the Eastern Pennsylvania Power Company, a New Jersey corporation, to merge and consolidate.

The approval sought was withheld, on grounds stated in a Memorandum filed July seventh, nineteen hundred and eleven.

Thereafter the application was amended, under date of July eleventh, nineteen hundred and eleven.

The Board of Public Utility Commissioners now, after due hearing, on this eighth day of August, nineteen hundred and eleven, hereby (subject to compliance with the further condition hereby imposed):

(1) APPROVES the sale and conveyance by the Bernards Water Company to the Bernards Electric Company of all the real and personal property, constituting its electric light plant and system and ice plant, for the sum of one hundred and twenty-five thousand dollars ($125,000), upon the terms and conditions set out in the application in this proceeding as amended.

(2) APPROVES AND GRANTS PERMISSION for the sale, issue and delivery, by the Bernards Electric Company to the Bernards Water Company, of the bonds of the former company, of the par value of one hundred and twenty-five thousand dollars ($125,000), and the mortgaging by the former company of the property to be sold and conveyed to it by the latter company, as aforesaid, to secure said bonds, for the purpose and on the terms and conditions set out in the application in this proceeding as amended.

(3) APPROVES the sale and conveyance of said property, in turn, by the Bernards Electric Company to the Eastern Pennsylvania Power Company, a Pennsylvania corporation, on the terms and conditions set out in the application in this proceeding as amended.

(4) APPROVES AND GRANTS PERMISSION to the Eastern Pennsylvania Power Company, a Pennsylvania corporation, to lease said property to the Bernards Electric Company, on the terms and conditions set out in the application in this proceeding as amended.

(5) GRANTS PERMISSION to the Eastern Pennsylvania Power Company, a Pennsylvania corporation, to acquire one thousand dollars of the capital stock of the Bernards Electric Company for cash, at the par value of said stock, and to mortgage the same for the purpose, and on the terms and conditions set out in the application in this proceeding as amended.

(6) APPROVES the merger and consolidation of the Bernards Electric Company, the Warren County Power Company and the Eastern Pennsylvania Power Company, a New Jersey corporation, upon the terms and conditions set out in the application in the proceeding as amended.

This approval, hereby given, is, as a whole, and in each of its parts, made upon condition that in each of the several instruments of conveyance, lease, mortgage and agreements of merger and consolidation, a stipulation shall be inserted providing that

no extensions of, or betterments in, the property of the Bernards Electric Company, Warren County Power Company and Eastern Pennsylvania Power Company, a New Jersey corporation, or any or either of them, shall be made without the approval of this Board first had and obtained, nor shall any liability be incurred or expenditure be made, for such purpose, without such approval.

Dated August 8th, 1911.

In the Matter of the Complaint of William Mungle vs. The Public Service Railway Company, Regarding Transfers in the City of Newark, New Jersey. } **ORDER AND DECISION.**

Jos. Wolber for William Mungle.

L. D. H. Gilmour for the Public Service Railway Company.

ORDER.

The Board of Public Utility Commissioners is empowered by Chapter 195, Laws of 1911, Section 17, after hearing, upon notice, by order in writing, to require every public utility as herein defined:

> "(a) To comply with the laws of this State and any municipal ordinance relating thereto, and to conform to the duties imposed upon it thereby or by the provisions of its own charter * * * ."

Upon complaint of William Mungle against the Public Service Railway Company, in the matter of transfers in the city of Newark, notice was duly served upon the said company, and a hearing was had on Friday, February 17th, 1911, at the Court House, in Newark, New Jersey, both sides being represented by counsel, and oral argument and written briefs were thereafter submitted, all of which is set forth more in detail in the appended decision.

Based upon the conclusions set forth in detail in aforesaid appended decision, we find that the Public Service Railway Company is legally bound to give a transfer to any passenger paying the fare of five cents upon any of its cars, such transfers entitling the passenger "to a continuous ride in either direction

on any street railway line intersecting with, or connecting with, the line upon which said transfer was given;" and we do further find that the requirement to give such transfers may not be restricted or delimited to a line that may take the passenger, without further change, to his ultimate destination, but that transfers must be given on any intersecting or connecting line that advances the passenger continuously towards his ultimate destination, even though a re-transfer is required to bring him to his ultimate destination.

The Public Service Railway Company is, therefore, ORDERED to comply in all respects with the ordinance passed by the board of street and water commissioners of the city of Newark, August 1st, 1894; and in particular to desist forthwith and herewith within the city of Newark from refusing to give transfers upon any street railway line intersecting or connecting with the line upon which such transfer was originally given, provided the fare of five cents has been paid by the passenger.

The Public Service Railway Company in compliance with this Order is, in particular, required forthwith and hereafter to cease to refuse to any passenger, paying the fare of five cents on an East Ferry car west of the junction of East Ferry Street and Hamburgh Place, a transfer to the Hamburgh Place car at the aforesaid junction; and is required forthwith and hereafter to cease to refuse a transfer to the Main Line car or Mt. Prospect car to a passenger paying the fare of five cents and boarding a Broad or Clinton Line car east of the junction of Elizabeth and Clinton Avenues; and is required forthwith and hereafter to cease to refuse to any passenger paying the fare of five cents a transfer on the Broad Street line north of Bank Street, to the Blomfield car at the intersection of Belleville and Bloomfield Avenues; and is required forthwith and hereafter to cease to refuse to any passenger paying the fare of five cents a transfer to the Plank Road car from the Springfield car going west, at points east of the intersection of Springfield and Fifteenth Avenues; and is required hereafter and forthwith to cease to refuse on a Clinton car to any passenger, paying the fare of five cents and desirous

of continuing north from its terminus at the Delaware, Lackawanna and Western Station a transfer to a line going northwardly on Broad Street and Belleville Avenue; and is required forthwith and hereafter to cease to refuse on a Springfield or South Orange Avenue car to any passenger paying the fare of five cents a transfer to the Kinney Line at Springfield Avenue, and South Tenth Street, or at South Orange Avenue, and South Tenth Street, where the passenger desires to continue northwardly on South Tenth Street to the terminus of the Kinney Line.

This Order shall go into effect on September 5th, 1911. The Secretary of the Board is directed to serve, or caused to be served, upon the Public Service Railway Company a duly certified copy of this Order.

Dated August 11th, 1911.

DECISION.

A Memorandum dated April 25th, 1911, issued by the Board of Public Utility Commissioners shows that this complaint "involves the construction of certain ordinances of the city of Newark, and seeks the issuance by the Board of an order requiring compliance with the provisions of these ordinances."

Inasmuch as the jurisdiction of this Board at the time of the filing of the complaint was disputable, but inasmuch as such jurisdiction by Chapter 195 of the Laws of 1911 was specifically conferred upon the Board, beginning May 1st, 1911, the Board deferred action in April of this present year until May 1st, 1911. The Board obtained from complainant and respondent a stipulation to the effect that "the Board may act in disposing of the proceedings as though the complaint had been filed and all proceedings had thereon subsequent to May 1st, 1911." Consequently the testimony taken in Newark, on February 17th, 1911, at the hearing at which both parties were represented by counsel, and the briefs submitted and oral arguments heard subsequent

to May 1st, 1911, comprise the pleadings in one and the same case.

At the hearing in Newark, New Jersey, on February 17th, 1911, it was stipulated and agreed between the parties to the case that "the Public Service Railway Company is the successor at law, either by consolidation and merger, or leases, of Newark Passenger Railway Company, New Jersey Traction Company, South Orange Street Railway Company, Rapid Transit Street Railway Company, Consolidated Traction Company and North Jersey Street Railway Company." It follows that the Public Service Railway Company is entitled to the rights and bound by the obligations pertaining to the other companies above named.

An ordinance of the board of street and water commissioners of Newark, New Jersey, was passed December 29th, 1892, over the veto interposed. The aforesaid ordinance was formally accepted by the three companies concerned, to wit, the Newark Passenger Railway Company, the New Jersey Traction Company and the Rapid Transit Street Railway Company, on December 16th, 1892. This ordinance provides, *inter alia,* that "the said companies, and each of them, are to establish and maintain within the city limits, for a single fare, on all of the lines now or hereafter owned or operated by any of them, and are also to give and receive like transfers to and from the lines of other street railways." * * * "The above provisions shall not be construed to require transfers to be given or received to and from lines running in the same direction, substantially parallel, subject, however, to any future regulations by the Board."

The board of street and water commissioners on December 15th, 1892, passed an ordinance, approved December 28th, 1892, granting to the Newark and South Orange Railway Company the right to propel their cars by electricity. Among the conditions prescribed was an obligation to give transfers. This obligation was expressed in terms practically identical with those cited above, in the ordinance finally passed December 29th, 1892. We have not been able, however, to discover a record of the filing of a formal acceptance by the Newark and South Orange

Railway Company of the ordinance approved December 28th, 1892. But the resolution of the common council, passed March 21st, 1890, granted, *inter alia,* to the Newark and South Orange Horse-Car Company, which we assume to be the predecessor of the Newark and South Orange Railway Company, the right to use electricity to propel its cars upon condition that said company, along with other companies therein named, "establish and maintain a system of transfers for a continuous ride within the city limits, for a single fare, on all the lines now or hereafter owned or operated by any of them, and are also to give and receive like transfers to and from the lines of other street railways." In this resolution there is no exception as to transfers on parallel lines.

By resolution of the city council, passed December 5th, 1890, the Rapid Transit Street Railway Company and the Newark Passenger Railway Company were required to institute a system of transfers. This system is described in the resolution as "made in pursuance of the contracts and agreements of the said companies with the city, under which permission to use electricty as a motive power was given." It would appear that the provisions of this resolution were supplanted by the ordinance of the board of street and water commissioners finally passed over the veto on December 29th, 1892, the two companies above named, along with the New Jersey Traction Company, filing their formal acceptance of the latter. Ordinance as above recited (MacLear, p. 645).

The Consolidated Traction Company, by an ordinance passed by the board of street and water commissioners on June 29th, 1893, and again passed over the interposed veto on July 13th, 1893, was required, *inter alia,* to establish and maintain a system of transfers. The language of this, section 18, fifth subsection (MacLear, p. 492), so far as pertinent to the issue in hand is as follows:

> "That said company shall establish and maintain a system of transfers for a continuous ride within the city limits, for a single fare, on all the lines owned or operated by said company, and said company shall also give and receive like transfers to and from the lines of other street railway companies * * *. Provided, the foregoing provisions of this section shall not be deemed or construed to

require transfers to and from lines running in the same direction substantially parallel, subject, however, to any future regulations of the board of street and water commissioners of the city of Newark."

This ordinance was duly accepted by the Consolidated Traction Company under date of July 25th, 1893, when the Consolidated Traction Company under its corporate seal "covenants and agrees to, and with the mayor and common council of the city of Newark, party of the second part, to abide by and fully perform all the matters and things set forth in the said ordinance."

This ordinance of July 13th, 1893, was adjudged invalid in the *State, Charles M. Theberath, Prosecutor,* v. *the Mayor, &c., of the City of Newark, and the Consolidated Traction Company (57 N. J. L., 28 Vroom 309).* The decision was grounded on the municipal board's leaving to the discretion of the Consolidated Traction Company, or of its officers, the location of tracks and other matters. This the court called "an unwarranted delegation of authority." The respondent's omission to question the validity of the ordinance in this case is, therefore, very readily understood. The privilege purporting to be granted the company by the so-called Theberath ordinances would seem to rest upon somewhat insecure foundations.

Finally the board of street and water commissioners, by ordinance passed July 19th, 1894, and approved August 1st, 1894, ordained "that any company or corporation operating cars for the purpose of carrying passengers within the limits of the city of Newark, whether such cars be propelled by horses, electricty or otherwise, shall, upon request and without further charge, give to any person who has paid his fare of five cents on any such car a transfer ticket which shall entitle such person to a continuous ride in either direction on any street railway line intersecting with or connecting with the line upon which such transfer was given, whether controlled by the said company or corporation, or any other company or corporation."

The binding force of the above ordinance was not questioned so far as the record shows, although William B. Graham, superintendent of the Essex Division of the Public Service Railway Company, in his testimony refers to a printed rule for the use

of conductors as regards transfers along parallel lines. This would indicate that the Company seems to claim exception in the issue of transfers along parallel lines, although very clearly the ordinance of the board of street and water commissioners, approved July 19th, 1894, sweeps away any such exemption. Furthermore, the earlier ordinance, finally passed December 29th, 1892, and accepted by the three companies concerned (the Newark Passenger Railway Company, the New Jersey Traction Company and the Rapid Transit Street Railway Company) allowed this partial exemption as to transfers on parallel lines, "subject, however, to any future regulations of the Board." Upon these companies and their successor at law, the Public Service Railway Company, the transfer requirement, as passed by the board of street and water commissioners on August 1st, 1894, is manifestly binding. And as the respondent company had not challenged the validity of said ordinance, its terms would appear equally binding upon all the lines operated by the Public Service Railway Company within the city of Newark.

The plain fact appears that the Public Service Railway Company has failed to render literal compliance with binding ordinances bearing upon the matter of transfers. Such failure it seeks to justify on two grounds. It contends that the language of the ordinance can be construed so as to permit such action on its part. It contends also that operating necessities require such action. Both of these contentions are, in our judgment, unavailing.

Such ordinances as require transfers for "a continuous ride," or such a resolution of the common council as that of December 5th, 1890, which (if not wholly supplanted by the later ordinance of the street and water commissioners of July 19th, 1894) required the giving of transfers "from all places at which the said roads cross or intersect" cannot bear the construction placed upon them by the respondent. A "continuous ride" means a ride that enables the passenger to continue upon his journey by means legally available. It may allow one transfer or more. And if the carrier is under an obligation, as in this case the carrier is, to "give to any person who has paid his fare of five cents on any such car a transfer ticket, which shall entitle such person

to a continuous ride in either direction on any street railway line intersecting with, *or connecting with,* the line upon which such transfer was given," the carrier has no right to restrict transfers to certain designated lines which may carry the passenger without further change of cars to his destination. We dissent, *in toto,* from the contention of the respondent that a "coincident line is not a connecting line." Coincident trackage for lines which eventually diverge from the coincident trackage implies in the very nature of the case that the lines are "connecting with" each other.

If there was reasonable doubt as to the meaning of these terms as employed in the several ordinance provisions under consideration, the fact that over a long period of years the several companies affected thereby, including the respondent, placed a practical construction thereon in operation of the lines inconsistent with the construction not contended for by respondent and in accord with the conclusion herein reached as to the intent thereof would impel the resolving of such doubt in favor of the construction herein adopted.

The arguments advanced by the respondent upon operating grounds are as follows: Service would be delayed if a passenger chose to take a transfer that would require him to board more than one car other than the one he originally boarded; unrestricted transfers would augment the number of stolen return trips; an unnecessary waste of electrical energy would be occasioned by such a system of transfers.

These contentions, even if unqualifiedly valid from the operating standpoint, do not exempt the carrier from the legal obligations resting upon him. In a similar case in New York, *Topham* v. *Interurban Street Railway Company* (*86 N. Y. Supplement, p. 296*), the court said:

> "The fact that there was another route embraced within the defendant's system, over which the plaintiff on each occasion might have traveled for a single fare, can make no difference; and the fact that the giving of transfers at the point in question might cause undue crowding in the street and at the crossings is no excuse for not giving them, unless sanctioned by legislative action."

Moreover, in that State the carrier had some apparent claim to the exercise of discretion in the giving of transfers, under

color of the legal provision there obtaining, which was thus worded: "To the end that the public convenience may be promoted by the operation of the railroads embraced in such contract, substantially as a single railroad." In this case there is no such hint of discretionary power vested in the carrier. In the New York case of *Moskowitz* v. *Brooklyn Heights Railroad Company* (*93 N. Y. Sup., 385*), the carrier was fined for a refusal of transfers and the opinion in *Topham* v. *Interurban Street Railway Company* was followed.

The sufficient answer to the arguments founded upon operating expediency is that the right to impose necessary restrictions upon the giving of transfers, if such restrictions are necessary in the public interest, ought to be sought from the municipality which alone has the legal power to grant such discretion to the company.

We are not satisfied that all such restrictions as are now, without legal warrant, imposed by the company in the giving of transfers are expedient or advantageous to the public or to the carrier. The requirements now imposed sometimes require the passenger to take an indirect route where a direct route is available. Thus a passenger boarding a Springfield Avenue car on Market Street, as for example where Market and Halsey Streets intersect, is refused a transfer to the Kinney Line at Springfield Avenue, and South Tenth Street, even if he desires to continue north on South Tenth Street, to the terminus of the Kinney Line. While the evidence is conflicting, there is *prima facie* reason to believe that the indirect route over Washington Street, thence up West Kinney Street to Belmont Avenue; thence up to Eighteenth Avenue to South Tenth Street; consumes more time to traverse than would be required along Springfield Avenue from Halsey Street to Tenth Street.

There is also reason to believe that some crowding upon cars might be avoided if the present illegal restrictions upon transfers were done away with. It is in evidence that a Clinton car running north will often discharge most of its passengers upon reaching the station of the Jersey Central Railroad on Broad Street. Said car, nearly empty, will run up Broad Street to the Delaware, Lackawanna and Western Railroad Station, whereas

crowded Broad Street cars will precede and follow the Clinton car to the same point. As Mr. Crawford, city trolley inspector of the city of Newark, testified, in this case that: " * * * if a passenger could take that Clinton car and get off at the Delaware, Lackawanna and Western, the car that follows, in many instances, will leave from fifteen to twenty people for the Delaware, Lackawanna and Western Railroad, and the people who took the previous Clinton car could board that car and get to their destination."

The contention of the respondent that unless limitations were imposed upon the issue of transfers, there would be increased opportunity for dishonest patrons to obtain a return journey for a single fare, this Board cannot entertain. Appropriate limitation of the duration of transfers, different colored transfer slips, and other devices, among them the detection and prosecution of such offenders are the proper remedies, in the absence of municipal consent to the delimited issue of transfers. Because some dishonest passengers may be enabled by unlimited transfers more easily to steal a ride is no reason why the vast majority of honest patrons should be deprived of rights legally their own.

Similarly, the respondent's averment that transfers permitting the holder to make a re-transfer are impracticable is overthrown by the company's employment of identification slips for exactly this re-transfer system now issued on the South Orange Line to Maplewood.

There is one additional feature of this case which ought, we feel, to receive notice in this opinion. When the change in the transfer system was made no notice thereof was posted in the cars. To withhold transfers legally due is unwarrantable, even if done mistakenly, but to initiate such a partial withdrawal of transfers previously given, with no notice to such effect posted in the company's cars, violates most unjustifiably the obligation which the carrier owes the public.

Dated August 11th, 1911.

The following decision was made by the Supreme Court on certiorari to review the above order:

NEW JERSEY SUPREME COURT.

Public Service Railway Company, Prosecutor,
vs.
Board of Public Utility Commissioners and William Mungle, Defendants.

SYLLABUS.

An ordinance granting to a company the right to construct and operate a street railway along the public streets of a city, which provides for a system of transferring passengers, "subject to any future regulations of the board" does not estop the municipality from subsequently requiring that a transfer ticket be given, upon request, to any passenger who has paid his fare, entitling him to a continuous ride in either direction on any railway intersecting or connecting with the line upon which such transfer is to be given.

On certiorari to review order requiring prosecutor to transfer passengers at intersecting or connecting points.

Frank Bergen, for Prosecutor.

Joseph G. Wolber and *Frank H. Sommer,* for Defendants.

Argued November term, 1911, before Garrison, Parker and Bergen, JJ.

The opinion of the Court was delivered by Bergen, J.

This writ is brought to review an order of the Board of Public Utility Commissioners requiring the prosecutor to comply with an ordinance of the municipal authorities, and in particular to desist, within the city of Newark, "from refusing to give transfers upon any street railway line intersecting or connecting with the line upon which such transfer was originally given." The order then proceeds to enumerate certain connecting points at which a refusal to make transfers shall cease. From the findings of the commission and the language used in the order it seems that transfers had been theretofore given, and the complaint is based upon the refusal to longer continue the giving of transfers at certain points.

The precise question argued was, must a passenger wait for a particular car which will carry him to his destination without change, or can he take any of prosecutor's cars with the right to a transfer, at any connecting or intersecting points, to another of prosecutor's cars which will carry him to the same point he would have reached by taking a car not requiring him to transfer?

The first point made by the prosecutor is that the questions relating to transfers had been dealt with by previous ordinances which became contracts not subject to future regulations relating to transfers, although such ordinances contain the condition "subject, however, to any future regulations of the board."

The first ordinance relating to transfers was adopted December 29th, 1892, which required the predecessors of the prosecutor to establish and maintain a system of transfers for a continuous ride within the city limits for a single fare, and to give and receive like transfers from the lines of other railway companies, and also provided that the ordinances should not be construed to require transfers to be given to or from lines running in the same direction and substantially parallel.

If we assume that the ordinances are contracts between the city and the prosecutor it is nevertheless subject to "any future regulations of the board," and the point is made by the prosecutor that such reservation is not broad enough to cover any change in the transfer requirements, and this contention is said to be supported by the case of *Detroit* v. *Detroit Citizens' Railway Co., 184 U. S. 368.* In this case the question at issue was the right of the city to reduce the fare to be charged, which was fixed by the contract, and the court in its opinion limited the power to make further rules or regulations to matters incident to the construction and operation of the road, the repair of pavements, the removal or limitation of the number of tracks, the frequency with which cars should be run, the stopping of cars at street crossings, the sale of tickets, "and generally to details of the conduct or operations of the railway which experience might show to be necessary," and for, among other things, the accommodation of the public and the avoidance of injury to private property.

I am of opinion that the requirements relating to transfers is a regulation which appertains to the sale of tickets and the operation of the railway concerning its method of carrying passengers to their destination for a single fare of five cents. What the prosecutor claims the right to do in such operation is to compel passengers to enter only such cars as would carry them to their destination without change, and this order requires it to

so operate its railway as to allow passengers to take any car going in the required direction, with the privilege of transferring at intersecting points, and this is no invasion of any contract right, but a further regulation of the system of transfers. The objection that the stopping of the cars at intersecting points to permit these transfers results in unnecessary cost and waste of power is more fanciful than real, for in practice these cars usually stop at intersecting points.

The order under review does not violate any contract right of the prosecutor, because the giving of transfers and the efficiency to be given them was within the reservation "subject to any future regulations of the board." The order will be affirmed.

In the Matter of Administrating Rulings Requested Upon the Following Questions:

(1) Is the Giving of Free Transportation to Members of Charitable Organizations or the Sale of Tickets at Reduced Rates to School Teachers by Street Railway Companies a Violation of Chapter 195, P. L. 1911?

(2) Are Railroad Companies Engaged in Interstate Commerce Who Are Permitted to Grant Free Transportation to Parties Mentioned in the "Interstate Commerce Act," Prohibited from Granting Similar Privileges to Said Parties for Intrastate Traffic.

(3) Can Persons Engaged by Railroad Companies to Perform Special Services Be Lawfully Allowed Free Transportation?

MEMORANDUM.

The questions embraced in the title to this proceeding were presented to the Board, and the Board makes answer thereto as follows:

1. Free transportation or transportation at less than regular rates may be legally accorded by a carrier where such transportation is of assistance in facilitating the administration of charities, and thus in line with the public policy of this State.

2. Reduced rates of fare for intrastate trips to school teachers are *prima facie* discriminatory, and therefore illegal, unless there is a municipal contract with the carrier entitling the school teacher as a municipal employee to such reduced rate of fare.

3. There is no universal presumption in favor of the legality of railroad companies affording to intrastate traffic the same free transportation specifically permitted to certain kinds of interstate traffic by the Interstate Commerce Act.

4. Persons engaged by railroad companies to perform special sevices may be allowed free transportation for intrastate journeys in this State, only when the companies in all such cases avoid all illegal discrimination and when each company either universally grants such free transportation in said circumstances or universally abstains from granting such free transportation in such said circumstances.

The first Administrative Ruling handed down by this Board in construing Chapter 195, P. L. 1911, was as follows:

> "The continuance of existing rates, which have the sanction of custom, where such rates are presumably of assistance in facilitating education and the administration of charities, and thus in line with public policy, will not be regarded as conflicting with the statute, prior to the hearing and determination of specific cases involving the points at issue."

The construction so put upon the statute has since been authoritatively upheld by the Supreme Court of the State in the decision rendered by Justice Minturn in *Public Service Railway Co.* v. *Board of Public Utility Commissioners.* In the aforesaid decision it was declared that the special three-cent fare for school children "was not an undue or unreasonable preference *ipso facto.* It was in line with the spirit of our constitution and with the laws and immutable traditions of our State, making for the perpetuation of an enlightened citizenship, based upon the education afforded by our schools."

In accordance with the original ruling of the Commission thus confirmed by the opinion of Justice Minturn, the Board has subsequently advised that the transportation at reduced rates of fare for children, the beneficiaries of the Orange Fresh Air Work Association, to Bradley Beach and return, was permissible. Moreover, similar expressions of opinion from time to time have been made in cases where sick, indigent or needy children were to be accorded an outing at public expense or through the agency of charitable organizations.

It is to be observed that the first question as propounded to the Commission is very loosely and inexactly worded. The basis for approving reduced rates in the cases above cited is that such rates, when accorded, are in line with public policy in the administration of commendable charities of a public or quasi-public character. Under such circumstances and conditions only are "members of charitable organizations" and their charges permitted to accept free transportation or reduced rates of fare at the hands of common carriers without subjecting the carriers to the charge of undue or unjust discrimination.

Before considering the second part of the first query—whether sales of tickets at reduced rates to school teachers violate Chapter 195, P. L. 1911—it is desirable to group here a number of inquiries having to do with free transportation or transportation at reduced rates for various applicants, who are either public officials or public employees. On June 2d, 1911, in reply to queries addressed to this Board, a Memorandum was handed down to the effect that "the free transportation, without discrimination, *on behalf of a municipality,* of policemen, firemen and inspectors of boards of health, *in the performance of their public duties"* would not be regarded by the Board as a violation of the provisions of P. L. 1911, Chapter 195. The law, it is true, provides that no public utility shall "hereafter give, grant or bestow upon any local, municipal or county official any discrimination, gratuity or free service whatsoever." But in the view of this Board, where free transportation is accorded to policemen, firemen and health inspectors *"in the performance of their public duties"* such free transportation is not a gratuity or free service accorded the official in his private or individual capacity, but to the municipality. It transpired in the various hearings upon these matters that some municipalities and other governmental agencies, such as post offices, had obtained by contract with trolley companies the right to have their officials transported in the performance of their public duties without charge or at reduced rates of fare. The Board does not believe that the Legislature by the statute intended to abrogate these contractual rights of the municipalities and other governmental agencies on behalf of their officials.

In addition to the cases of city policemen, firemen and health inspectors, the Board has been memoralized by the President of the Passaic County Constables' Association (June 6th, 1911), the Quartermaster-General of the State of New Jersey on behalf of the National Guard of the State (June 23d, 1911), and the Postmaster of Asbury Park on behalf of letter carriers and special delivery messengers (July 11th, 1911). The Quartermaster-General of the State and the Postmaster at Asbury Park have been advised, respectively, that the Board's ruling in the Memorandum of June 2d, 1911, is construed by the Board to permit the reduced rates in favor of State militia bound to or from the State encampment, and in favor of postal employees in the circumstances cited by the Postmaster.

The second general query is whether railroad companies which in interstate commerce may lawfully grant free transportation to persons mentioned in the Interstate Commerce Act are prohibited from granting similar privileges to said persons for intrastate traffic in this State.

The Interstate Commerce Law, as amended, permits free transportation to a carrier's "employees and their families, its officers, agents, surgeons, physicians and attorneys at law; to ministers of religion, traveling secretaries of railroad Young Men's Christian Associations, inmates of hospitals and charitable and eleemosynary institutions and persons exclusively engaged in charitable and eleemosynary work, to indigent, destitute and homeless persons, and to such persons when transported by charitable societies or hospitals, and the necessary agents employed in such transportation; to inmates of the National Homes or State Homes for Disabled Volunteer Soldiers, and of Soldiers' and Sailors' Homes, including those about to enter and those returning home after discharge; and boards of managers of such Homes; to necessary caretakers of live stock, poultry, milk and fruit; to employees on sleeping cars, express cars, and to linemen of telegraph and telephone companies; to Railway Mail Service employees, post-office inspectors, customs inspectors and immigration inspectors; to newsboys on trains, baggage agents, witnesses attending any legal investigation in which the common carrier is interested, persons injured in wrecks and physicians

and nurses attending such persons." This truly encyclopedic list is further enlarged by permission to interchange passes between common carriers and their officers and employees, and then further supplemented by definitions which enlarge the ordinary scope of certain classes named in the section.

The comprehensive character of the list has practically compelled the Interstate Commerce Commission to construe the section strictly, and to hold that "where the Congress has expressly enumerated special classes of persons or things that may be exempted and excepted from the operation of general provisions in a law, this Commission cannot enlarge the excepted classes by mere construction, and include in them persons or things not thus expressly named in the statute itself." (12 I. C. C. Rep. 15.)

The answer to the second general query, then, must be this: That inasmuch as the subject-matter and in many parts the structural provisions of Chapter 195, P. L. 1911, differ from the Interstate Commerce Act, there is no reason to affirm that all the cases of free transportation allowed under the Federal statutes are permissible under the statute of this State. Every case of free transportation accorded by a carrier in this State must be grounded, if legal, upon some other reason than that free transportation in similar cases in interstate traffic is specifically permitted by the language of the Interstate Commerce Act.

The two individual cases perhaps most pertinent to the situation in this State concern, not free transportation, but special and reduced fares for ministers of religion and for school teachers. Where a municipality has a contract with a trolley company for reduced rates of fare for school teachers, we are not inclined to hold that such contractual rights are abrogated by Chapter 195, P. L. 1911. But where no such contractual right exists in favor of the municipality (which thus pays its teachers in part by cheap transportation), we are inclined to the view that school teachers cannot be accorded reduced rates without a violation by the carrier of section III, (a), (b), (c), (d), of Chapter 195, P. L. 1911. These parts of the statute forbid undue and unjust discrimination and preferential rates,

classifications and regulations. The difference between the cases of the teacher and the pupil is this: To the teacher the giving of instruction is a means of gaining a livelihood; to the pupil it is the means of preparing for his future undertakings, civic and moral, as well as industrial. Hence school commutation rates for pupils are justifiable "in facilitating education," whereas reduced rates for teachers put them in a special and preferred class of breadwinners.

The considerations that weigh in the case of ministers of religion are somewhat different. In so far as they are engaged in charitable and eleemosynary work, they may without discrimination on the carrier's part be granted preferential rates of fare. This is of advantage, not to them primarily, but to the public, which is thus benefited by a more economical administration of charity. But the line between free carriage or carriage at reduced rates on the one hand, as over against carriage at the regular rates on the other hand, may very well be drawn here, in our judgment, despite the Federal statute to the contrary, so far as interstate commerce is concerned. It seems to us probable that in the long run, if ministers of religion, except on errands of charity, should pay the same fare as other passengers for the same trip, their stipends would eventually rise to an adequate level. The law has abolished truck payment of wages to the laborer, but an evil habit still persists in scimping the stipend of the minister by such expedients as donation parties, ministers' discounts at the shops, and by special and reduced rates of railroad fare. In our judgment, therefore, reduced rates of fare to teachers and to ministers, for intrastate transportation, are discriminatory and illegal under Chapter 195, P. L. 1911, except where brought within the aforementioned exceptional conditions.

The last query is susceptible of many constructions. Specifically it asks whether persons engaged by railroad companies to perform special services can be lawfully allowed free transportation. The question does not indicate whether the special service is an occasional service, or even a contingent service, or a constant and regular service. The question does not distinguish between free transportation, *pro hac vice,* in the case of a par-

ticular service rendered and continuous free transportation during the continuance of the contract of hire. The distinctions indicated appear in the following Conference Rulings of the Interstate Commerce Commission: Nos. 124, 134, 150, 157, 158, 169, 207, 208, 216, 219, 225, 255, 305.

The provisions against unjust and unreasonable discrimination, so far as intrastate traffic in this State is concerned, appear in Chapter 195, P. L. 1911, in the first four subdivisions of section III. These provisions must at all times be observed. In case the special service is an occasional service or a service whose performance is contingent upon particular occurrences, the free transportation, if accorded, can properly be accorded only for the particular occasion. Nor is the carrier at liberty to accord free transportation to one employee or agent or contractor working for the carrier, and to deny in a similar case free transportation to another employee, agent or contractor working for the carrier. While the law in this State does not absolutely require transportation to be paid for exclusively in money, as in the case in general under the Interstate Commerce Act, still it is a question whether the prohibitions of all forms of illegal discrimination in Chapter 195, P. L. 1911, would not prohibit a carrier from using transportation as a means of payment in one case, as for example with a contractor doing work for the carrier, unless in every similar case payment were to be made in similar terms. Except in the case of those continuously and regularly in its employ, when free transportation may be allowed, without illegal discrimination, there seems no very good reason why a carrier should not sell its services for money exclusively, even in case it transports the men and materials of a contractor engaged upon the work for the carrier. Payments made partly in money and partly in services bartered, mark a primitive state of industrial arrangements. Publicity and accuracy of accounts, no less than the avoidance of discrimination, would be promoted by selling transportation services in all cases (except for those regularly and continuously in the carrier's direct employ) for money and money only. If departure is made from this commonsense business rule, there must be a total avoidance of unjust

or unreasonable rates, or unjustly or unreasonably discriminatory or preferential rates, classifications, regulations, practices and measurements, as regards persons, corporations, particular descriptions of traffic or localities.

Dated August 11th, 1911.

In the Matter of the Petition of the New Jersey Telephone Herald Company for Order Requiring the New York Telephone Company to Lease Wires for the New Jersey Telephone Herald Company's Business. } **ORDER.**

Albert A. Wray, George W. W. Porter and Edward Kenny, for the New Jersey Telephone Herald Company.

T. P. Sylvan and *C. W. Artz,* for the New York Telephone Company.

ORDER.

From the facts submitted in the hearing upon this petition, held at Newark, New Jersey, July 21st, 1911, where both parties were represented by counsel, and from the statements furnished by briefs submitted by both parties, this Board

Holds (1) That the New Jersey Telephone Herald Company (despite its name) is not a public utility as defined in Chapter 195, P. L. 1911, but a publishing company, distributing news and other means of telephonic apparatus;

(2) That its business, not requiring any use of public streets or places, other than the use made thereof by the New York Telephone Company, does not require said Telephone Herald Company to secure municipal consents for the use of streets or public places, nor to organize under the Telegraph Act;

(3) That as an applicant for the lease of wires from the New York Telepohne Company, said Telephone Herald Company stands upon the same footing as any similar applicant seeking to lease such wires for analogous service. If the New York Telephone Company has elected to lease unused wires for stock ticket service, telautographic service, fire alarm service, burglar

alarm service, associated press and messenger service, as cited in petitioner's brief, and not denied by the respondent, it cannot, without undue or unjust discrimination, refuse to lease unused wires for the publishing service of the Telephone Herald Company.

This Board, therefore, ORDERS the New York Telephone Company to lease available unused wires to the New Jersey Telephone Herald Company at such standard schedule rates for such leased wires, and under such conditions as obtain for similar or comparable service; and directs the Secretary of the Commission to serve, or cause to be served, this Order upon the New York Telephone Company forthwith. This Order is to become operative on September seventh, nineteen hundred and eleven.

Provided that it is expressly understood that in case said Telephone Herald Company, in connection with the use of said leased wires, or otherwise, makes any use of the streets, alleys, highways or public places other than the use now or hereafter made thereof by the New York Telephone Company, said New York Telephone Company must cease to lease or furnish wires or other apparatus to the said Telephone Herald Company, as at present organized; and *provided that* in case it appears that by the lease of such unused wires to said Telephone Herald Company the New York Telephone Company is put to any special or exceptional cost or disadvantage, said New York Telephone Company may make such charge or charges for said leased wires as may adequately repay the New York Telephone Company for the use thereof afforded and any special service required to be undertaken by it in connection therewith.

Adopted August 15th, 1911.

In the Matter of the Petition of the New Jersey Telephone Herald Company for an Order Requiring the New York Telephone Company to Lease Wires for the New Jersey Telephone Herald Company's Business. } **STIPULATION.**

Subject to the approval of the Board of Public Utility Commissioners, the petitioner, New Jersey Telephone Herald Com-

pany, and the respondent, New York Telephone Company, do hereby stipulate and agree as follows:

First—That the findings and order made herein by said Board on August 15th, 1911, be and the same hereby are in all respects vacated and set aside.

Second—That the New York Telephone Company (in the portion of the State of New Jersey within which it operates) shall lease such of its available unused wires or circuits to the New Jersey Telephone Herald Company as the latter may from time to time request, and for which it agrees to pay the New York Telephone Company the standard schedule rates for leased wires or circuits, and also in case it appears that by the leasing of such wires or circuits the New York Telephone Company is put or will be put to any special or exceptional cost or disadvantage or has or will have to afford any special service or provide so-called "drop" wires in connection with such leased wires or circuits, then in that event the New Jersey Telephone Herald Company agrees to pay the New York Telephone Company such additional charge or charges as may adequately compensate it therefor.

Third—The lease of such wires or circuits shall also be subject to each and all of the following provisions and conditions:

(*a*) The New York Telephone Company shall in no event be obliged to construct or install wires or circuits for the use of the New Jersey Telephone Herald Company other than so-called "drop" wires for the purpose of connecting available unused wires or circuits in the streets to the private property or street line.

(*b*) All rights of way, licenses, consents, permissions, etc., required from property owners in order to run "drop" wires shall be obtained by the New Jersey Telephone Herald Company at its own expense and shall be taken in the name of and be delivered to the New York Telephone Company, and the New York Telephone Company shall not in any case be obliged to carry its wires or circuits beyond the private property or street line.

(*c*) The New Jersey Telephone Herald Company shall and hereby does agree to indemnify and hold harmless the New York Telephone Company of and from all claims, demands, damages, charges and expenses of every kind which may in any way arise or grow out of or be caused by the leasing of any such wires or circuits to said New Jersey Telephone Herald Company.

(*d*) The New Jersey Telephone Herald Company agrees not to use any such leased wires or circuits for any purpose whatever other than for the transmission of news, music, etc., and shall in no event use the same for the purpose of conducting or operating any business or businesses now or hereafter conducted or operated by the New York Telephone Company.

(*e*) The New Jersey Telephone Herald Company agrees to execute a separate contract for each pair of wires or circuit leased, and also separate contracts for the construction and maintenance of all "drop" wires or special work or service required in connection with such leased wires or circuits upon the New York Telephone Company's standard forms of contract, and subject to all the conditions and provisions therein contained, which contracts shall also be subject to all the conditions and provisions of this stipulation. And said New Jersey Telephone Herald Company agrees that in the event of the violation by it of any of the conditions or provisions contained in said contracts or in this stipulation, all then existing leases may be terminated by the New York Telephone Company without notice.

Fourth—It is expressly understood and agreed that neither the making of this stipulation nor any act or thing done in pursuance hereof shall in any way prejudice the rights of the parties to this proceeding, and in the event of disagreement or dissatisfaction in the carrying out of this stipulation, either party may elect to reopen this proceeding before the Board of Public Utility Commissioners, and this stipulation in that event shall thereupon terminate and be at an end (except for the obligation of the New Jersey Telephone Herald Company to pay to the New York Telephone Company the

rates, charges or damages due hereunder), and further evidence may then be submitted and this proceeding go on as though said findings and order of August 15th, 1911, and this stipulation had not been made.

Dated September 15th, 1911.

Dated September 15th, 1911.

City of South Amboy vs. The Pennsylvania Railroad Company, in the Matter of a Petition by the City of South Amboy for an Order Compelling the Removal of a Fence and the Repairing of a Crossing at Main Street, in Said City.

Frederic M. P. Pearse, for the city of South Amboy.

John S. Applegate, for the New York and Long Branch Railroad Company.

John F. Chandler, for the Pennsylvania Railroad Company.

By agreement of counsel, the complaint of the *City of South Amboy* v. *the Pennsylvania Railroad Company* in this case was consolidated, so far as the taking of testimony was concerned, with the complaint of the *City of South Amboy* v. *the New York and Long Branch Railroad Company* in the hearing held before this Commission in the city of Trenton, June 27th, 1911. The Pennsylvania Railroad Company at said hearing was represented by John F. Chandler, Esq.

In the case of the *City of South Amboy* v. *the New York and Long Branch Railroad Company,* this Board has decided that the bridge removed across the right of way of the New York and Long Branch Railroad was part of a public highway; that its removal was illegal; and has ordered said New York and Long Branch Railroad Company to restore said bridge to its original condition.

It appearing of record that the fence complained of was erected by the Pennsylvania Railroad Company, or by parties in their employ, at the time of the illegal removal of the bridge aforesaid, and cut off the use of the highway of which said bridge was a part, this Board cites the Pennsylvania Railroad Company to indicate, within ten days from this date, whether said company desires to be heard by counsel or by the submission

of briefs, or by both, why an *Order* should not issue, commanding said Pennsylvania Railroad Company to remove said fence and to co-operate in the repair of such crossing, and directs the Secretary to serve, or cause to be served, a duly certified copy of this Memorandum upon both the Pennsylvania Railroad Company and upon the city solicitor of South Amboy.

Dated August 15th, 1911.

City of South Amboy vs. New York and Long Branch Railroad Company, in the Matter of Petition by the City of South Amboy for an Order Compelling Replacing of a Bridge Over the Right of Way of the New York and Long Branch Railroad Company in Said City. } **ORDER.**

Frederic M. P. Pearse, for the city of South Amboy.

John S. Applegate, for the New York and Long Branch Railroad Company.

John F. Chandler, for the Pennsylvania Railroad Company.

The removal of the bridge, effected without permission of or notice to the municipalty, was an illegal act that not only obstructed, but in part destroyed what from time immemorial had been a public highway.

The New York and Long Branch Railroad Company ordered to restore said bridge over its right of way in substantially the same condition as it existed before its removal.

Upon this petition a hearing, after due notice, was held in the State House, in the city of Trenton, New Jersey, on Tuesday, June 27th, 1911. The city of South Amboy was represented by Frederic M. P. Pearse, Esq., city solicitor, and the New York and Long Branch Railroad Company by John S. Applegate, Jr., Esq. The Pennsylvania Railroad Company, against which petition had also been lodged by the city of South Amboy, in connection with this matter, was represented at the hearing by John F. Chandler, Esq. After discussion by counsel, it was agreed that the complaint of the *City of South Amboy* v. *the New York and Long Branch Railroad Company,* and the complaint of the *City of South Amboy* v. *The Pennsylvania Railroad Company,* should be consolidated, so far as the taking of testimony was concerned; and that, in that respect, the two cases

should be considered as one. Counsel for the New York and Long Branch Railroad Company was permitted to enter on the record objections he made to the proceedings as thus conducted. Said objections were based: (1) On the contention that the Board is without jurisdiction in the matter, as involving the necessity of the Board's determination whether Main street, in the city of South Amboy, is a public road from the westerly line of the New York and Long Branch Railroad to Raritan bay; (2) That as the termini of the bridge, whose erection is asked for, must rest on the property of the Pennsylvania Railroad Company, and as the Pennsylvania Railroad Company is not made a party with the New York and Long Branch Railroad Company in this proceeding, an order, if made, would have to be made against the Pennsylvania Railroad Company, as well as against the New York and Long Branch Railroad Company.

The objections were overruled by the Commission; the first, because there is no sufficient reason why the Board may not hear testimony upon the disputed point of the location of a public highway; the second, because the bridge whose restoration is prayed for is over the right of way of the New York and Long Branch Railroad Company, and because said Company assented to the removal of said bridge, and is primarily responsible for its restoration, if the removal of the bridge was illegal.

It is admitted by both complainant and respondent that until some months ago there had extended from the present actual terminus of Main street, in the city of South Amboy, over the right of way of the New York and Long Branch Railroad Company, a bridge; that for many years said bridge had been used by vehicles and pedestrians; that some months ago the said bridge was removed by persons in the employ of the Pennsylvania Railroad Company, and with the consent of the New York and Long Branch Railroad Company; and that it is not the intention of the New York and Long Branch Railroad Company, voluntarily, to replace the aforesaid bridge.

The whole issue between complainant and respondent hangs primarily on whether the bridge aforesaid was or was not a part of a public highway.

In the opinion of this Board, the evidence is overwhelmingly in favor of the view that said bridge was a part of a public highway. It appears from the evidence of J. L. Sexton, for fifty-seven years a resident of South Amboy, that prior to the construction of the New York and Long Branch Railroad there was an old hotel or tavern located in part upon the present site of yardmaster's office that stands between Main street and tidewater; and that a public highway in this vicinity coincided with Main street, and as part and parcel of such public highway ran up to said hotel, and passed beyond said hotel, thence leading to the first steam boat landing constructed in this vicinity, known as the Old Dock.

This testimony is explicitly corroborated by F. E. Degraw, also a resident of South Amboy for over fifty years, who testifies that the road now called Main street "extended down to the hotel beyond where the railroad now is." The evidence is clear, explicit, unshaken and uncontradicted that the old public highway, as it approached tidewater, coincided with what is now Main street, and went on to a hotel, the site of which was in part identical with the present site of the Pennsylvania freight station (formerly the Pennsylvania passenger station).

After the removal of the bridge, the additional aggravation perpetrated by raising at the end of Main street, by the Pennsylvania Railroad Company, of a high board barrier fence bearing the sign "This Street Closed for Repairs" only emphasizes the utterly indefensible character of this invasion of the rights of the city of South Amboy in this matter.

The removal of the bridge, therefore, affected without permission of or notice to the municipality, was an illegal act that not only obstructed, but in part destroyed what from time immemorial had been a public highway. It remains to be considered upon whom the obligation primarily rests to restore the bridge, and whether this Commission has power to order restoration.

Among the powers conferred by Chapter 195, P. L. 1911, II, 17, (a), upon this Commission is the following: "After hearing, upon notice, by order in writing, to require every public utility as herein defined:

"(a) To comply with the laws of this State and any municipal ordinance relating thereto, and to conform to the duties imposed on it hereby or by the provisions of its own charter, whether obtained under any general or special law of this State."

The original charter of the New York and Long Branch Railroad Company is found in Chapter CCCLXXIX, P. L. 1868. Section nine of said act reads:

> "*And be it enacted*, That it shall be the duty of said company to construct and keep in repair good and sufficient bridges or passages over and under the said railroad, where any public or other road now or hereafter laid shall cross the same, so that passages of carriages, horses and cattle on said road shall not be impeded thereby."

This provision, in substantially the aforesaid terms, was contained in the original charter of the Camden and Amboy Railroad Company, the first regular railroad chartered in the State. Moreover, the same provision has been incorporated in special railroad charters since granted, and appears in substantially identical terms in the General Railroad Act (Revision of 1903).

Moreover, this provision has been definitely construed by the courts of this State. For example, the Court of Chancery, December 18th, 1886, in the case of *Mayor, &c., of Newark* v. *The Delaware, Lackawanna and Western Railroad Company* (7 *Atl.* 123), said:

> "Where the charter of a railroad gives the corporation the right to cross highways, but makes it the duty of the corporation to construct, and keep in repair, good or sufficient bridges or passages over or under the railroad, so that travel over the highway shall not be impeded, an obligation is thereby imposed which requires the corporation to keep the highway, where it is crossed by the railroad, at all times, and under all circumstances, in a condition fit for safe and convenient use."

Inasmuch as the bridge in question which crossed the right of way of the New York and Long Branch Railroad was a part of a public highway, and inasmuch as said railroad company assented to its removal without legal permission from the city of South Amboy to remove such bridge, and inasmuch as the New York and Long Branch Railroad Company is required by its charter "to keep in repair good or sufficient bridges or passages over or under said railroad, where any public or other

road" crosses the aforesaid railroad; now, therefore, the Board of Public Utility Commissioners

ORDERS The New York and Long Branch Railroad Company to restore said bridge over its right of way, in substantially the same condition as it existed before its removal, as soon as this Order shall go into effect; and directs the Secretary of this Commission to serve, or cause to be served, upon the New York and Long Branch Railroad Company a duly certified copy of this Order.

This Order becomes effective September 7th, 1911.

Dated August 15th, 1911.

Complaint of Otto H. Wittpenn, Mayor of Jersey City, vs. Pennsylvania Railroad Company, in re Proposed Station at Summit Avenue, Jersey City. } **ORDER.**

Thos. G. Haight, for the city of Jersey City.

James B. Vredenburgh, for the Pennsylvania Railroad Company.

This complaint relates to a station structure for which the Pennsylvania Railroad Company has filed plans with the Superintendent of Buildings of Jersey City. The location of the proposed station is in the railroad cut at or near Summit avenue, in said city. The complainant charges in effect that the structure, as designed in the plans filed with the Superintendent of Buildings, is (1) inadequate, (2) unsanitary, and (3) unduly exposed to fire hazard. The averment of inadequacy is based upon the contentions that the station, as planned, lacks requisite elevator facilities; provides no roof or shelter over the train platforms, and is of an antiquated pattern both as regards material and design. The charge that the structure, as planned, is unsanitary rests upon the allegation that the proposed plank flooring is more absorbent than a flooring of granolithic character. The last charge, of exposure to fire hazard, is based upon the fact that the station, as planned, is not wholly fireproof, and in certain parts provides no metal sheathing to guard the timber from fire.

In defense of the station building, as planned, the respondent cites the provisional and temporary character of the structure in question. The company's contention is virtually that the traffic requirements at or near Summit Avenue are unknown in advance of actual trial, and that the company should not be required to conduct what may prove to be an unnecessarily expensive experiment.

Both complainant and respondent were represented by counsel, and testimony was taken at the two hearings held before the Board of Public Utility Commissioners in Jersey City on August 4th and 11th, 1911.

In brief, this Board concludes and decides upon the grounds hereinafter stated, that a station such as that proposed in the plans filed by the Pennsylvania Railroad Company, cannot afford reasonably adequate service, and must give way to a structure where greater accessibility is provided by mechanical means, and where umbrella shelters are to be had on the train platforms.

The reasons upon which the decision and order of this Board in this case are based are as follows: The station building is being located in a deep cut in trap rock. From the street level to the car platforms is nearly forty feet. The exact distance is between thirty-eight and thirty-nine feet. The station plans on file provide for sixty-four steps or rises, the whole sixty-four being distributed over several flights of stairs. The plans as filed allow no means at present of passing between the street level and the car platform level except by stairs, although in the plan there is a space reserved for the possible future installation of an escalator. Even with this escalator installed, thirty-four of the sixty-four rises would remain to be traversed on foot.

It appears incontestable, therefore, that the station as proposed would present unusual difficulties of access and egress as between the street and the railway trains. If the use to be made of this station were likely to be slight or inconsiderable, the difficulties just referred to might fairly be regarded as regrettable but inevitable. But, as will be shown later from the testimony, such is not the probability. The arduous ascent and descent will therefore daily confront the throng that with reasonable probability may be expected to make use of the station. The laborious

character of the exit and ingress on foot is susceptible of no dispute.

The evidence, moreover, all goes to show the extreme likelihood of a great density of traffic to be handled at this station. Thus the Public Service Railway Company, by land purchase in this immediate vicinity, by awarding of contracts for an extensive car shed terminus adjacent to the street entrance of the Summit Avenue station, and by seeking permits to install spurs connecting several existing lines with this point, has unmistakably attested its belief in the probability of a dense traffic to be handled through the railroad station. This is confirmed by the testimony of their general manager that they have provided facilities to handle six thousand people per hour in rush hours at this station. (P. 25, transcript of testimony.)

Moreover, the General Superintendent of the Pennsylvania Railroad Company, although not committing himself to this as the final location of the station, testified that the trolley company, the Hudson and Manhattan representatives, and he himself believed "that wherever that station is located it will be necessary to reroute trolleys, and I believe it will carry a large amount of business." (P. 99, transcript of testimony.) The agreement between the Pennsylvania and the Tunnel companies requires the station to be located "at or near" Summit Avenue. The Pennsylvania Railroad Company under the agreement has chosen, for the time being at least, to locate the station at the trap cut in the close proximity of Summit Avenue.

Under these circumstances it seems inevitable to escape the conviction that the climb of sixty-four steps or the descent thereof, imposed of necessity upon a very large, if indeterminate, number of patrons daily is not the adequate service to which, under the law, travelers are entitled. Under Section III. (c), of Chapter 195, P. L. of 1911, no public utility shall "provide or maintain any service that is unsafe, improper or inadequate, or withhold or refuse any service which can reasonably be demanded and furnished when ordered by said Board."

Some approach to realizing the inconvenience which the sixty-four steps would impose upon the passenger, and the consequent inadequacy of the proposed station, may be made by considering

a situation of a different sort. Suppose a railroad company running at grade were to locate a thoroughfare station comparable to Summit Avenue station, four hundred feet from the train platforms. Such a location, even if temporary, could not be regarded as proper or adequate. But it may very seriously be questioned whether the difficulty of train access required by traversing four hundred linear feet on a level, is greater than the difficulty involved in climbing forty feet vertically up sixty-four rises or steps. From whatever point viewed, the inadequacy of the station, according to the plans filed, seems demonstrable.

It is confirmatory of the conclusion reached above, to find that the station plans as filed provide no roof shelter or umbrella shelter over the train platforms. The passenger would thus be exposed to snow and rain, and deprived of the most elementary requisites of health, comfort and convenience. The absence of shelter provision upon the train platforms is so incredible that its omission would appear inexplicable. The testimony of the Building Inspector of Jersey City, however, and that of Mr. G. P. Miller, an engineer in the employ of the Pennsylvania (pp. 13 and 102, transcript of testimony), agree that the only detailed plans of the Summit Avenue station show no covers for the platforms. No comment is required to indicate the inadequacy of such provision for service.

The defense of the respondent is based essentially upon the experimental nature of the station building and the station location. The company avers that it should not be forced to make the experiment unnecessarily costly.

To this the reply must be that there is the strongest probability that the eventual location of the station must be at or near the present Summit Avenue station. The agreement between the Pennsylvania and the Tunnel Companies in this matter provides (under the second article) that:

> "The Pennsylvania Company and the Tunnel Companies hereby agree to establish and use on the said Newark-New York electric line a station suitably and conveniently located for public accommodation at or near Summit Avenue, Jersey City, etc."
>
> "The said station at or near Summit avenue shall be constructed, owned and maintained by the Pennsylvania Company, etc."

The same agreement (under the third article) stipulates, *inter alia,* that:

"The Pennsylvania Company and the Tunnel Companies also hereby agree to jointly maintain over said line a service sufficient for all reasonable requirements."

Moreover, it is in evidence (pp. 100, 101) that, so far as can be determined, all of the Hudson and Manhattan studies and plans were for a permanent station building at this spot, and that all of these Hudson and Manhattan studies and plans provided for elevators and escalators.

The outlay in this vicinity made and contemplated by the trolley companies, the growth in population of the portions of Jersey City to be served by this station, the distance and unavailability of the Marion station to serve the same traffic, all minimize the contention that the Summit Avenue station need be or is likely to prove only provisional, temporary or experimental. The interesting suggestions made by the General Superintendent of the Pennsylvania as to some other eventual solution of the traffic problem at this point do not suffice, in our judgment, to prove that the facilities proposed to be afforded at present are proper or adequate. Should it happen eventually, as Mr. Sheppard inclined to think was not impossible, that the tracks emerging from the tunnel portals should be elevated so as to pass over the existing Pennsylvania tracks at or near Summit Avenue, the present difficulty of reaching the street level will be decidedly lessened. The elevators or escalators, if thus at some future time rendered unnecessary, will have some salvage value, besides having served to provide adequate service in the interim.

The testimony as to the character of elevator facilities at other modern stations, as well as the testimony as to the cost of similar installations in the Summit Avenue station serve, in our judgment, only to confirm the judgment that similar requirements to be laid upon the company in the building of the Summit Avenue station are not unreasonable or excessive.

There are two complaints against the station as planned that are of minor importance as compared with the greater defects. These complaints are the allegation of the unsanitary character of the proposed absorbent wooden flooring, and the fire hazard invited by what one witness calls "tin and timber of an obsolete type for such work." (P. 43.)

The absorbent flooring in a thoroughfare station seems to us of minor importance. It may even be true that rain and snow render a board flooring less slippery and dangerous than a granolithic pavement. If experience demonstrates that a board flooring is so unsanitary as to be a menace, the way to a future remedy is easy and the expense will not be excessive. Undoubtedly such construction falls below the high level of much modern work, but in many places where now used there is no substantiated case, so far as we are now advised, where it has been shown dangerous to health.

The fire hazard attendant upon this type of building would come in for more serious attention, unless it were recalled that while the possible consequences of fire are grave, the likelihood of fire in structures of this type has not been shown to be great. It also was developed in the testimony taken that the mayor and board of aldermen of Jersey City may fix the fire limits within which the erection of a building of this type is not permitted. (P. 18.) So long as the city authorities have not as yet excluded this type of building from the region at or near Summit avenue, this Board hesitates, with its lesser knowledge of local conditions, to inhibit this type of structure.

The facts and considerations herein recited render it, in the judgment of this Board, imperative that an order issue in this case, but in the drafting of the order it has been sought to leave untrammeled the discretion of the company as regards details, save only that such station plans as the company hereafter adopts, must avoid the inconvenience imposed upon the passenger by the present plan as regards the inaccessibility of the train platforms from the street, and of the street from the station. Umbrella shelters must also be provided upon train platforms.

The Board of Public Utility Commissioners therefore ORDERS that the Pennsylvania Railroad Company in the station built or to be built at or near Summit Avenue, Jersey City, New Jersey, for the joint train service of the Pennsylvania Railroad Company and the Tunnel Companies, provide forthwith proper and adequate access to and from the street level and the railroad platform level by means of elevator or escalator service, or by means of both elevator and escalator service, in such fashion that it shall

not be necessary to traverse on foot any unreasonable distance upward or downward between the two levels aforesaid. The Board of Public Utility Commissioners also ORDERS the Pennsylvania Railroad Company to equip the train platforms of said station with proper and adequate protective roofing.

This ORDER shall become effective on September 20th, 1911.

The Secretary of the Board is hereby directed to serve or cause to be served forthwith a certified copy of this Decision and Order upon the Pennsylvania Railroad Company.

Dated August 29th, 1911.

In the Matter of the Recommendations of the Chief Inspector of the Utility Division and of the Complaint of the Trenton & Mercer County Traction Corporation Concerning the Bridge Over the Raceway of the Trenton Water Power Company at Market Street, in the City of Trenton.

Geo. W. Macpherson, for the Trenton & Mercer County Traction Corporation.

Martin V. Bergen, for the Trenton Water Power Company.

Attention having been called to the condition of the bridge in Market street, Trenton, crossing the raceway of the Trenton Water Power Company, this Board caused an inspection to be made, and a detailed report of the results thereof to be submitted to it.

The report of this inspection embodied certain recommendations which were accepted as mere recommendations and submitted to the Trenton & Mercer County Traction Corporation.

Replying to these recommendations, the Trenton & Mercer County Traction Corporation notified the Board of its acceptance of one of the recommendations, and agreed that cars operated over the bridge shall not exceed a loaded weight of twenty tons.

In respect to the other recommendations, the Traction Corporation alleged that it was the duty of the Trenton Water Power Company to maintain the bridge, and prayed that said

company be required to put said bridge in a condition to enable cars operated by said company to cross the same in safety.

To this complaint the Trenton Water Power Company filed an answer:

> (1) Denying jurisdiction of the Board concerning this complaint.
> (2) Denying the obligation of making alterations and repairs to said bridge, and alleging that all expenses of repairing so ordered by this Board should be borne by the Traction Corporation.

An answer was filed by the Traction Corporation, joining issue with the Water Power Company as to the duty of bearing all expenses, in repairing the bridge.

As to the question of jurisdiction raised, the Board concludes that the Trenton Water Power Company comes within the purview of Chapter 195 of the Laws of 1911, and is among the companies enumerated in section 15 of said act. Under section 17 (subdivision B), the Board has power "to require every public utility to furnish safe, adequate and proper service and to keep and maintain its property and equipment in such condition as to enable it to do so." The Board, therefore, assumes jurisdiction.

Upon the issues joined, a hearing was had at which both companies were represented by counsel.

It appears that the Trenton Water Power Company is the successor of the Trenton Delaware Falls Company, which was incorporated by a special act of the Legislature, February 16th, 1831, and as such succeeded to the rights and obligations of the former company.

It was the duty of this company under its charter to build a bridge at Market street, a public highway in the city of Trenton, It constructed said bridge, and has maintained the same in whole or in part up to the present time. There is some dispute as to whether the Traction Corporation, the city of Trenton, or the Water Power Company has borne the expense of maintaining the planking between the rails and three feet on either side thereof, since the track was laid in Market street, but this does not have an important bearing upon the question as to whose duty it is to properly maintain the bridge.

When the Trenton Water Power Company undertook the obligation, under its charter, of building a bridge to carry

Market street, it assumed the duty of carrying said street in such manner as to provide for all of the uses for which a public thoroughfare is adapted. One of such uses is a safe passage for persons and vehicles, and although it may not have been anticipated that vehicles of the nature of trolley cars would pass over said bridge, such use of the thoroughfare, within the adjudications of the courts of our States, imposes no extraordinary burden upon the highway.

An ordinance of the city of Trenton, approved October 11th, 1901, provided—

> 7. That said Company shall pave inside the rails and between the tracks of its railway with good belgian block stone of uniform size; and on the outside of the outer rails with belgian block stone not less than twelve inches in length, laid transversely to the line of the rail, all to be bedded in good coarse sand.
>
> 8. That said company shall lay its rails to conform to the grade of such streets; and when the city shall order the said streets to be paved, then the said company shall pave and keep in good repair the pavement inside the rails and between the tracks, and also on each side thereof for the distance of two feet, if a double track, and three feet if a single track.

The bridge in question is a part of Market street traversed by the tracks of the Traction Corporation; if it were a stone arched construction, permitting a belgian block pavement, it would be the duty of the Traction Corporation to pave the same in the manner provided by the ordinance. The bridge is of a frame construction and will not permit of such paving. We are of the opinion, however, that this does not relieve the Traction Corporation from the obligation of "keeping in good repair the space between the tracks and three feet on either side thereof, with such material as is suitable for the purpose."

It is, therefore, the opinion of the Board that the duty is imposed upon the Trenton Water Power Company of keeping in repair all parts of said bridge, including the abutments and timbers supporting the floor, and the planking in said floor, except the space between the tracks and three feet on either side thereof, and that it is the duty of the Trenton & Mercer County Traction Corporation to keep in repair the planks between the tracks and three feet on either side thereof, as required by said ordinance.

An order will, therefore, issue to the respective companies to carry out the recommendations of the inspector of April 24th, 1911, in accordance with the duty of each as outlined above.

Dated August 29th, 1911.

City of Elizabeth vs. Central Railroad Company of New Jersey.

Central Railroad Company of New Jersey vs. City of Elizabeth.

MEMORANDUM AND ORDER.

James C. Connolly, for the city of Elizabeth.

Jackson E. Reynolds, for the Central Railroad Company of New Jersey.

These proceedings were initiated on petition by the city of Elizabeth. The city embodied four specific prayers in its petition. One of these specific prayers was for the enforcement upon the carrier throughout the city of a speed limit of six miles per hour upon the Perth Amboy line. The company filed a counter petition, praying that the speed limitation aforesaid be set aside as being unreasonable and upon other grounds. Both petition and counter petition were consolidated for the purpose of taking testimony. Both the city and the company have been represented by counsel, the carrier by Jackson E. Reynolds, Esq., and the city by James C. Connolly, Esq., city attorney. Voluminous testimony has been taken, and printed briefs were filed with the Commission after opportunity had been afforded for oral argument. The final determination of this case was delayed somewhat by a supplementary proceeding based on a petition to this Board by the company against the city. The Board understands that this latter proceeding has been allowed to rest; the issues involved settled by mutual agreement. It is only justice to the carrier to state that the Central Railroad Company of New Jersey in the course of this proceeding made a formal tender to the representatives of the city to arbitrate the question of the division of costs that would result from the elimination of all grade crossings within the city upon this branch of the carrier's railway. This offer of the railroad company was either

to accept as operative the provisions of the Ackerman measure recently before the Legislature for consideration, or to abide by the arbitrament of this Board, in case the city would enter into a similar binding stipulation. This tender the city, through its representatives, has not seen fit to accept.

This Board is not at this time in a position to enter upon the general questions involved in the elimination of grade crossings.

This is so, in part, because of a request made at the last session of the State Legislature that this Board will submit at the next session of the Legislature a report upon the general topic of eliminating grade crossings. Moreover, the Board is deterred from discussing at this place the subject in its wider bearings, because the complex problem presented by the Schiller street and Trumbull street situation has been for a long time, and still is, pending before the Court of Chancery, and after much legal fencing, mainly over niceties of procedure and pleading, is exactly where it was when that Court originally took cognizance of the case in 1908. For this and others reasons, notably the absence of specific evidence as to the dangers at and near the Elizabethport station and the most effective method of their elimination, this decision and order will be confined to the matters specifically under review in these proceedings. For reasons given hereafter the order and opinion in this case will cover the following matters:

1. The establishment of a new station between First and Second avenues.
2. Provision, at said station, for an inter-track fence.
3. Affirmation of the request of the city for protection by gatemen, twenty-four hours daily, at Livingston street and Fulton street, and at Third avenue until and unless the grade crossing at Third avenue is eliminated.
4. The eventual location of fences along certain tracts bounding the carrier's right of way.
5. Disallowance of the flat six miles per hour speed ordinance, and substituting therefor (as between the new station and the Elizabethport station) a speed limit of fifteen miles per hour, so long as the grade crossings remain. This particular limitation of speed is not to become effective for through express trains until the regular winter schedule goes into effect, said trains, until such date, being allowed to proceed not faster than twenty-five miles per hour over the stretch in question.

The city of Elizabeth in its third specific prayer in its petition addressed to this Board asks:

> "That said railroad company shall be required to cause fences to be erected between its north and southbound tracks at its said depots, so that passengers shall not be required to cross over railroad tracks in order to board passenger trains or when alighting from such trains."

While this petition refers to both depots, the petitioner practically confined the evidence adduced hereunder to the building of the inter-track fence at Elizabeth avenue station. The reconstruction of the Elizabethport station is a complex engineering problem, and an inter-track fence has not been shown to be a helpful contribution to its solution. At the Elizabeth avenue station, situated where it is at present, an inter-track fence would not afford the protection that passengers require, inasmuch as passengers now step off and on trains from one side only. An inter-track fence to be effective must extend along the entire length of the average train, and ought normally to extend well beyond both ends of a train at rest. Unfortunately the lay of the ground at Elizabeth avenue does not permit this. First avenue converges upon Elizabeth avenue at an angle, so that the distance between the two avenues along the carrier's right-of-way is not greatly in excess, if at all, of 225 feet. Assuming that the average locomotive or car is approximately 60 feet in length, it appears that any train consisting of a locomotive and three coaches, or more, will protrude beyond one or both ends of the Elizabeth avenue station, overlapping either First or Elizabeth avenue, or both. Were the inter-track fence to be open, as would necessarily be the case, at both avenues, the fence would but slightly obviate the dangers alluded to, *supra*. It might even augment these dangers, by herding passengers upon these crossways at grade over the tracks. The Union Oyer and Terminer in the May term investigated the accident which occurred at this station on April 16th, 1911. Actuated by the laudable desire of minimizing the danger at this point, the grand jury recommended the construction of a suitable platform on the west side of the track at the Elizabeth avenue station; the erection of an inter-track fence between First and Elizabeth avenues and Marshall street, and the construction of a subway to connect the northbound and southbound tracks. The company does not at present own land on which to construct the

platform suggested. The inter-track fence suggested would fail in just the particulars above recited. Moreover, the subway would prove an expensive and difficult piece of work, especially because of the sewer in Elizabeth avenue; and in case of the eventual elevation of the tracks would represent a purely wasted outlay.

In comparison with the suggestions of the grand jury or of the petitioner, the alternative of moving the station over to the other side of First avenue is decidedly the more promising solution. Between First and Second avenues the company already owns the land requisite for providing an adequate station with platforms on either side of the double tracks. The distance between First and Second avenues is over twice the present maximum length of the station platform. An inter-track fence, if built here, ought to prove effective.

The fourth specific prayer of the city's petition is:

> "That said railroad company may be required to keep gatemen at all of its said crossings at all hours of the day and night."

From the record it appears that this prayer, if granted by the issuance of an order of this Board, would involve keeping a gateman at Livingston street and another at Fulton street twenty-four hours a day, instead of from 6 A. M. to 9 P. M., as at present. The other intersecting streets between the Elizabethport station and the Elizabeth avenue station (excepting Port avenue and Broadway) are already accorded protection at all hours of day and night. Port avenue and Broadway are not similarly situated, being practically preempted by railway tracks at the intersection of the Perth Amboy line. South Park street seems never to have been carried across the railroad's right of way. Third avenue is not included in this list, because the Board understands that work is well under way which will eliminate the grade crossing at Third avenue. It appears that Fulton street and Livingston street are both paved (transcript of testimony, p. 24). It appears that at Livingston street accidents have occurred on September 12th, 1909, and on April 1st, 1911, the latter at 3:35 A. M., and that on Fulton street on August 4th last (as reported by our Inspector), at 5 A. M., a vehicle was

struck. The two last-mentioned accidents occurred when on these streets no gatemen were on duty. The census of traffic upon the intersecting streets would seem to substantiate the need of much the same protection upon Fulton and Livingston streets as upon other streets now protected at all hours of day and night. It seems impossible to avoid the conclusion that both these streets require the same constant protection by gatemen that is afforded on the other graded streets intersecting the railroad. The order will, therefore, require the desired protection by flagmen at the two crossings at all hours of day and night.

The third specific prayer in the city's petition is:

> "That said railroad company shall cause fences to be erected along the entire line of its said railroad between the streets and highways aforesaid."

We assume that the fences prayed for are to be placed not at the extremity of the ties, but along the outer boundary of the carrier's right of way. Along the extremities of the ties, such a fence would create dangers of accident which do not exist at present. Where footpaths have been worn along the right of way, these fences to be erected (in case they did not abut upon existing partition walls or fences) might in places create a narrow defile, often non-continuous, and often terminating in a blind alley. As a means of protection, such fencing would be but slightly efficacious. At the same time there are places along the railroad's right of way in this vicinity where the abutting property owners have either erected no fence or other suitable partition, or have allowed their fences to fall into disrepair. Particulary noticeable is this total absence of any visible partition fence or any other substantial fence in certain places along the carrier's right of way, especially in neighborhoods much frequented by children living near and by other children going to and from school. In such places it would seem equally to be the duty of the carrier and abutting owners to afford some protection; or, if the obligation differ, it would lie more heavily on the carrier, whose traffic mainly creates danger at this point. It is true that access to the right of way could be had by would-be trespassers at any street intersection, even though such fences

were to be erected. Until the Board knows more precisely the outer boundary of the carrier's right of way it is impossible to say definitely where such partition fences might reasonably be demanded of the carrier. The Board will not, therefore, order that this third specific prayer of the city's petition be granted in its entirety, believing that such a continuous fence between many streets might be useless, or worse than useless. The Board will, however, direct one of its Inspectors to view the situation carefully, with the purpose of eventually issuing an order upon the carrier for the erection of a fence or other effective barrier on the outer edge of its right of way in such places, if any, as the Board, upon the Inspector's advice, may conclude that such a fence might prove of essential service to young children.

The first specific prayer of the city's petition is:

> "That the said railroad company shall hereafter run and operate its locomotives and trains, while passing over said streets and avenues, at a rate of speed not greater than six miles an hour."

This requirement of a six-mile-per-hour speed limit the city of Elizabeth sought to impose upon the carrier by a municipal ordinance passed by the city council on May 15th, 1911, and approved by the mayor on May 19th, 1911. The ordinance in question, omitting the preamble, reads as follows:

> "Be it ordained by the mayor and city council of the city of Elizabeth:
>
> "Section 1. That it shall be unlawful for said railroad company to run and operate any of its locomotives or railroad trains over and across any of the streets or avenues of the city of Elizabeth crossed on grade by the Elizabethport and Perth Amboy division of its railroad at a greater rate of speed than six miles an hour during any hour of the day or night, and a penalty of fifty dollars shall be imposed on said railroad company for each and every violation of this ordinance.
>
> "Section 2. That it shall be the ministerial duty of the chief of police to see that the provisions of this ordinance are enforced, and of the city attorney to institute legal action against said railroad company for violations of the same.
>
> "Section 3. This ordinance shall take effect immediately."

The enforcement of the above-recited ordinance has been stayed by an order of the Supreme Court, and that tribunal awaits the decision of this Board upon the various matters in controversy between the city and the carrier before taking final action upon the order in question.

The Central Railroad Company of New Jersey in its cross-petition made to this Board against the city of Elizabeth contends that the above-recited ordinance is unreasonable, because its enforcement would render impossible the proper operation of its trains; because it fails to discriminate between various parts of the carrier's line where essential differences exist in conditions of traffic and travel; and because, as the carrier alleges, the ordinance was not passed in good faith, but in order to force the carrier to elevate its tracks exclusively at the carrier's expense.

In the opinion of this Board, the allegation is not sustained that the ordinance aforesaid was not passed in good faith. Under the circumstances, existing at the time of its passage, especially the excited state of public feeling over the tragic accident of April 16th, 1911, at the Elizabeth avenue station, it seems probable that the mayor and council were acting, as they believed, in the interest of the city in enacting the drastic ordinance in question. Nevertheless, in our judgment, the speed limit set by the ordinance is unreasonable, creating some of the very hazards it seeks to remove. We cannot, therefore, give it our approval. The speed limit is not confined to the territory within the city limits, where the danger is acute. Whatever limitations might reasonably have been imposed upon the speed of the carrier's trains and locomotives should have been confined to that part of the carrier's line lying between the Elizabethport station and the Elizabeth avenue station. Even between these stations the six-mile-per-hour limit goes beyond a reasonable regulation. Its enforcement might have been expected to result in the stalling of long freight trains upon an upgrade. Moreover, the requirement, that every train should consume approximately twenty minutes in traversing this stretch of the line would have resulted in an intolerable interruption of traffic, pedestrian and vehicular, at the street intersections, and would have tempted many to court risks of grade crossing rather than await the tardy movement of trains from off the crossings. Such a slow rate of speed would also have tended to provoke the stealing of rides upon trains, which could have been easily boarded. The speed limitations,

doubtless devised and enacted with the best intentions, would have created more peril than it would have destroyed. An ordinance of somewhat similar character, passed by the city in 1904, sought to compel the carrier to bring its trains to a stop before crossing a street on which a street railway was operated. It also required that the signal to the advancing locomotive should be given by a member of the locomotive crew. In this case, (*Central Railroad Company of New Jersey* v. *City of Elizabeth, 70 N. J. L., pp. 578, 580*) the Court decided adversely to the city, despite the city's charter power "to regulate the speed and running of locomotive engines and railroad cars" through the city. It may be said of the ordinance of May 19th, 1911, as the Court said of the earlier ordinance, that: "It is impossible to escape the conviction that an added and totally unnecessary danger, both to trainhands and train passengers, is unreasonably introduced by * * * the ordinance."

Under all the circumstances, the Board is inclined to adopt the recommendation made to it by its Inspector, Mr. James Maybury, Jr., immediately after his investigation of the accident of April 16th, 1911, that if "that speed regulation (fifteen miles an hour) were extended to cover all train movements between the junction switches at Elizabethport station and First avenue, this, in my judgment, would be a proper regulation under the circumstances, and I would so RECOMMEND."

The carrier contends that the speed regulation imposed upon express trains ought not to be so great as to delay and incommode the thousands of passengers carried daily by said trains, who, by reason of the delay, might miss connections with local trains on branches to the south. The carrier also contends that too drastic a limitation of the speed of express trains would throw said trains behind the local trains of the Pennsylvania Railroad upon the New York and Long Branch line. The complete elimination of grade crossings would remove this objection, entirely, of course. Moreover, the competition of the Pennsylvania Railroad upon the New York and Long Branch line may prove effective in part, because the Pennsylvania Railroad has eliminated grade crossings within the city of Elizabeth. We do

not think that this advantage can be fairly complained of by the Central Railroad Company of New Jersey.

The Board of Public Utility Commissioners, therefore, ORDERS:

1. That the Central Railroad Company of New Jersey proceed forthwith to establish a station to be located between First and Second avenues, in place of the one now located at Elizabeth avenue; the new station to be equipped with platforms on both sides and a shelter on the side opposite the station building; and the new arrangement to provide for an inter-track fence, of requisite length to ensure the maximum of safety.
2. That gatemen are to be placed at Livingston street and at Fulton street during all hours of day and night, and also at Third avenue, unless and until the grade crossing at Third avenue is eliminated.
3. That between the junction switches at Elizabethport station and First avenue the speed of trains shall not exceed fifteen miles an hour.

This order shall become operative on October 1st, 1911, except section (3), which shall become operative when the new winter schedule takes effect, provided that the speed of express trains between October 1st, 1911, and the taking of effect of said winter schedule shall not exceed twenty-five miles per hour over the stretch in question.

The Secretary of the Commission is directed to serve, or cause to be served, upon the Central Railroad Company of New Jersey a duly certified copy of this order.

Dated September 8th, 1911.

In the Matter of the Petition of Isaac E. Hutton and Jacob H. Blauvelt Concerning Switch Tracks Crossing Ridgewood Avenue, in the Village of Ridgewood, and Operated by the Erie Railroad Company. } **ORDER.**

Freeman and Westerhoff, for Isaac E. Hutton.
J. W. De Yoe, for Jacob H. Blauvelt.
Cornelius Doremus, for the Village of Ridgewood.

On December seventh, nineteen hundred and ten, the "Railroad Committee" of the Board of Trustees of the Village of Ridgewood, pursuant to a resolution of the Board of Trustees of said village, passed November twenty-ninth, nineteen hundred and ten, demanded that the Erie Railroad Company remove the switch tracks of the company located in Ridgewood avenue. On

February eighteenth, nineteen hundred and eleven, the company notified Messrs Hutton and Blauvelt, the petitioners herein, that "on and after March first no more cars would be placed on their switch, and that their business would be done on the regular town tracks." In consequence of this notice Isaac E. Hutton and Jacob H. Blauvelt petitioned this Board to compel the Erie Railroad Company to continue to maintain and operate the switch upon such terms as this Board might direct.

A hearing was had upon the petition at which Messrs. Hutton and Blauvelt, the Erie Railroad Company and the village of Ridgewood were represented by counsel.

From the testimony taken, it appears that Isaac E. Hutton owns a tract of land in the village of Ridgewood, adjoining the tracks of the Erie Railroad Company; that he is a dealer in lumber and building supplies and conducts both a retail and wholesale business, receiving and shipping in carload lots large quantities of building material. It also appears that Jacob H. Blauvelt occupies a portion of said premises as a wholesale and retail grain merchant, receiving and shipping a considerable quantity of material in carload lots.

The switch in question diverges from the main line of the Erie Railroad at a point about five hundred feet north of Ridgewood avenue, crosses said avenue, a portion of "Broad Street Extension" and extends into the lands of Isaac E. Hutton.

"Broad Street Extension" was opened by the village of Ridgewood in the year 1909. Ridgewood avenue is the continuation of Franklin avenue and Goodwin avenue, which converge at a point east of the Erie Railroad tracks. It is not denied that this switch has existed in its present location for a period of more than thirty years and has been the means of serving the premises of the petitioners and their predecessors during that time.

The Board is convinced that the closing of this switch would work great detriment and possibly the destruction of the business of the petitioners, and is therefore not willing to order its discontinuance. With a view to finding a means whereby the railroad company might serve the petitioners other than by this switch, the Board caused an inspection of the premises to be

made by its Chief Inspector of its Railroad Division. It finds that no change can be made, except at an outlay of an unwarranted sum of money. The Board believes that reasonable protection can be afforded the inhabitants of Ridgewood if the movement of cars across Ridgewood avenue is made in a proper manner and at a time when there is practically no traffic upon the thoroughfare, and especially when there are no trains stopping to discharge passengers at the railroad station.

It Is Therefore Ordered, That the Erie Railroad Company discontinue the use of said switch for the movement of cars across Ridgewood avenue, except between the hours of two and five A. M., and that all movements of cars across said avenue be preceded by a trainman of said company, giving proper warning, and that the speed of cars across said avenue be not more than six miles per hour.

This order shall take effect October nineteenth, nineteen hundred and eleven.

Dated September 19th, 1911.

In re Investigation as to Whether the Several Railroad Companies Operating Within the State of New Jersey and Transporting Passengers in Intra-State Journeys to and from Jersey City, Hoboken and Camden, in the State of New Jersey, from and to Other Points in Said State, Subject Said Municipalities, or the Inhabitants Thereof, to Any Prejudice or Disadvantage in the Failure to Grant Commutation or Special Rates for Such Journeys to and From Said Stations. } **DECISION AND ORDER.**

I. ABSTRACT OF THE DECISION.

A commuter who requires of a common carrier transportation for an intrastate journey is entitled to be carried for such a journey upon a ticket specifically designating the termini of said journey upon the carrier's line.

The same right extends to those who, under similar circumstances, travel upon special rate tickets.

For a common carrier in intrastate journeys between two specified stations to grant in certain cases commutation or special rates, specifying in each case the termini of the journey, and for the same carrier in intrastate journeys between other two specified stations to deny or to withhold commutation or special rates between the said other two stations in question, specifying the termini of the journey (there being no justification for such denial or withholding, based on the distance intervening between stations, the meagre volume of traffic obtaining, or otherwise), constitutes a practice which is unjustly discriminatory, and is contrary to the law of this State. (Chapter 195, III, 18 (c); P. L. 1911.)

The unjust discrimination effected by such contrasted practices consists in large part in the denial to those unable to obtain commutation or special rates to a specified terminus in this State, of the equal protection of the law of this State. All rates, regulations and practices for intrastate journeys upon railroads in this State are subjected to legal investigation and control of the Public Utility Commission, and said Commission is empowered, after hearing, upon notice, by order in writing, to fix just and reasonable rates, as well as to fix just and reasonable regulations and practices. (Chapter 195, II, 16 (c) and (e), P. L. 1911.)

The practical coercion exercised by the carrier who will sell to the passenger from the interior of the State, who desires by the carrier's line to reach only Jersey City or Hoboken, either a commutation ticket to New York or no commutation ticket at all, effectually deprives the purchaser of his legal right to be protected in the matter of rates, regulations and practices for what is essentially an intrastate journey.

That this denial of the equal protection of the law is not merely possible and conjectural, but present and actual, is evidenced by the fact that the many commuters who use the Hudson river tubes, and who pay separately therefor, are now opposed in their contention for an abatement in transportation charges from

interior points to Hudson river terminals by the carrier's insistence that the commuter's contract is one in interstate commerce, and that, consequently, the State of New Jersey, its law and its tribunals are unable to apply a remedy if discrimination in the premises is discovered to exist.

The practice of the carriers to grant in general no commutation or special rates to Jersey City or to Hoboken, but to require the purchase of transportation to New York, at rates which allow stop-offs on the Jersey side of the river, absolutely beclouds the knowledge of what part of the carrier's earnings arises from interstate and what part from intrastate services respectively, and yet such a separation of receipts tends increasingly to become useful and necessary in the solution of various questions affecting carrier's rates and charges, both in intrastate and interstate commerce. The Commission is empowered, after hearing, upon notice, by order in writing, to require every public utility as defined in Chapter 195, P. L. of 1911, Section 17 (d):

> "To keep its books, records and accounts so as to afford an intelligent understanding of the conduct of its business and to that end to require every such public utility of the same class to adopt a uniform system of accounting."

From the foregoing it follows that an order must issue to the carriers concerned, requiring them, when request is made upon them for transportation in intrastate journeys between points within the State, entitled to commutation and other special rates, to sell such transportation; to quote rates for such transportation between aforesaid interior Jersey points and any river boundary terminal *eo nomine;* to file with this Commission schedules of the rates specified; and a future order may require them to keep separate record of receipts from intrastate business.

II. RECORD OF THE PROCEEDINGS.

This proceeding was initiated by the Board on its own motion on August eleventh, nineteen hundred and eleven. By its action of that date a hearing was ordered "as to whether the several railroad companies, or any of them, operating within the State of New Jersey, and transporting passengers in intra-

state journeys to or from Jersey City, Hoboken and Camden, in the State of New Jersey, from and to other points in said State, subject said municipalities, or the inhabitants thereof, to any prejudice or disadvantage in the failure to grant commutation and other special rates for such journeys to and from said cities." The Board fixed the first day of September, nineteen hundred and eleven, at half-past ten in the forenoon, as the time, and the Chancery Chambers, in the city of Jersey City, as the place of such hearing; and directed its secretary to serve or cause to be served upon the said several railroad companies so operating within the State of New Jersey, duly certified copies of its action, which copies were to constitute the notice of said hearing.

Upon the same day, that is, on August eleventh, nineteen hundred and eleven, the secretary transmitted to the Board a communication from John W. Zisgen, complaining that he was unable to purchase a commutation ticket between Ramsey, New Jersey, and Jersey City, New Jersey. This communication was ordered to take the usual course of filed complaints, and the secretary was instructed to inform the complainant that the Board had initiated, on its own motion, a hearing upon this general subject, and to send him notice of such hearing. So far as the records of this Board show, this was the first concrete and specific complaint of this particular character filed with the Board. A similar notice of the proposed hearing was sent to the counsel for the New Jersey State Commuters' Association. Attention is directed to these facts to indicate, *inter alia,* that so far as the specific complaints of Zisgen or the New Jersey State Commuters' Association fell within the lines of the hearing and inquiry initiated by the Board, an inhabitant of Ramsey, New Jersey, or of any other place within the State, was deemed a person concerned in and affected by a carrier's refusal to sell commutation tickets from Ramsey, New Jersey, or other places within the State, to Jersey City, New Jersey, or to any other river boundary terminal within the State.

The caption to this proceeding speaks of three cities by name, to wit, Jersey City, Hoboken and Camden; of "other points in

said State;" of "said municipalities, or the inhabitants thereof," and of "journeys to and from said stations." The fair inference from the caption of the proceeding, no less than the inclusion of the relevant part of Mr. Zisgen's complaint, and the admission as party to the proceedings of the counsel for the New Jersey State Commuters' Association, would seem to demonstrate that the purpose of the inquiry was to discover if residents of New Jersey, wherever located, using the railroads in intrastate journeys, suffer any prejudice or disadvantage by reason of their inability to buy intrastate commutation tickets to and from the river boundary terminals.

At the hearing of September first, nineteen hundred and eleven, the following appeared:

John W. Zisgen, Esq.
Charles M. Egan, Esq., counsel for the above.
Roy M. Robinson, Esq., for the New Jersey State Commuters' Association, and
George L. Record, Esq., special counsel for the New Jersey State Commuters' Association.
For the railroad companies the following appeared:
M. M. Stallman and *G. A. Cullen, Esqrs.*, for the Delaware, Lackawanna and Western Railroad Company.
Jackson E. Reynolds, Esq., for the Central Railroad Company of New Jersey.
William L. Kinter, Esq., for the Philadelphia and Reading Railway Company.
Stuart C. Pratt, Esq., for the Lehigh Valley Railroad Company.
Henry Wolf Bikle, Esq., for the Pennsylvania Railroad Company.
George F. Brownell, Esq., for the Erie Railroad Company and the New York, Susquehanna and Western Railroad Company.
The Board was represented by its counsel, *Frank H. Sommer, Esq.*

The Board denied the request of the complainants to extend the scope of the present inquiry to cover reasonableness or unreasonableness of rates exacted by the carriers, thus reserving that inquiry for a subsequent or a supplementary proceeding, and confining the present inquiry within the limits originally prescribed.

Testimony was taken at this hearing, and, on motion, it was ordered that this hearing be continued until September seventh, nineteen hundred and eleven, at eleven o'clock in the forenoon, at the Chancery Chambers, Jersey City, and that in the meantime the Board notify the several companies of information and

data desired by it relevant to this issue, and that at the time and place aforesaid, the companies, without further *subpœna,* produce before the Board, for examination, such officials and employes as may be able to furnish such information and data. The Board, at the close of the hearing of September first, nineteen hundred and eleven, took up for consideration the items of information desired, and copies thereof were served upon the various companies.

On September seventh, nineteen hundred and eleven, the hearing was resumed, the Board, the complainants and the carriers being represented by counsel as before, except that Jackson E. Reynolds, Esq., appeared for the Central Railroad Company of New Jersey, and also for the Atlantic City Railroad Company, and the Philadelphia and Reading Railway Company. Stuart C. Pratt, Esq., of counsel for the Lehigh Valley Railroad Company, did not appear for said company, he having served notice at the first hearing that this company was not materially concerned in the matters at issue.

At the hearing of September seventh, nineteen hundred and eleven, or immediately thereafter, notice was served upon the companies of Conference Resolutions of the Board, requiring said companies, within four days, to file with the Board "copies of all leases, contracts and agreements" under which the said companies now provide, or for the past eight years have provided, for the transportation of passengers over their several lines from Camden, New Jersey, to Philadelphia, Pennsylvania, and from Jersey City, New Jersey, or Hoboken, New Jersey, to New York City. After concluding the taking of testimony, the hearing was adjourned, the complainants and the companies being allowed two weeks for filing briefs. Briefs were accordingly filed on behalf of the New Jersey State Commuters' Association, and by the companies.

III. FACTS ESTABLISHED AT THE HEARINGS.

The evidence adduced at the two hearings on September first, nineteen hundred and eleven, and September seventh, nineteen hundred and eleven, and the admissions of the carriers' counsel

at said hearings established the following facts: First, that the carriers transporting passengers from Jersey points to certain Hudson river boundary terminals, notably Jersey City and Hoboken, do not, as a general rule, sell commutation or special rate tickets specifically good to and from said river boundary terminals. An exception is to be noted as regards the forty-six trip monthly school commutation tickets, which are sold specifically between Jersey points to and from Hoboken and Jersey City. But this is the only notable exception to the general rule stated above. To Camden, on the other hand, it appears that commutation and other special rate tickets are sold.

The evidence adduced, as well as the admissions of the counsel for the carriers, also establishes incontestably the fact that, save for the river boundary terminals, to wit, Hoboken and Jersey City, the carriers do quote and sell commutation and special rates for intrastate journeys between points in New Jersey, specifically designating the termini of such journeys upon the tickets or the contracts for transportation. It is true that certain of the carriers have commutation zones, within which commutation service and tickets therefor are confined. Other carriers, such as the Pennsylvania Railroad Company, hold themselves ready to sell commutation in intrastate journeys between any two points in the State, irrespective of the distance intervening, provided that the volume of such traffic between the points warrants such grant of commutation, Hoboken and Jersey City excepted. But the carriers (except as indicated above in the matter of forty-six trip commutation school tickets) transporting passengers from Jersey points to Hoboken and Jersey City, as a rule refuse to carry said passengers in intrastate commerce at commutation or special rates of fare. The carriers so refusing insist that said passengers shall be carried in interstate commerce, or under a contract purporting to be on its face a contract in interstate commerce. (Transcript of Evidence, p. 161.) Such a refusal, coupled with such an insistence, practically compels and coerces the aforesaid would-be passengers to buy tickets for interstate journeys. The passenger is forced to take either such a commutation or special rate ticket or no commutation or special rate ticket. (Transcript of Testimony, p. 160.) Such refusal, insistence and compulsion

stand in sharp and violent contrast to the practice of the same carriers in the matter of granting commutation and special rates between other points in the State for intrastate transportation, where the contract for transportation specifically designates the two termini within the State.

The different carriers, it is true, are very differently situated as regards the commutation business. The Central Railroad Company of New Jersey by reason of the location of its Jersey City terminal, and the relative inaccessibility of said terminal from Jersey City proper or the various tubes under the Hudson river, transports very few commuters who do not use the ferries of said company to and from New York. The Lehigh Valley Railroad Company also appears to be but slightly engaged in the regular commutation traffic. The Pennsylvania Railroad Company and the New York, Susquehanna and Western Railroad Company carry many commuters to the same terminal station at Jersey City. The commuters over the Pennsylvania Railroad, at their option, may use the Pennsylvania ferries to New York, or the McAdoo tube to the Hudson terminal at Church street, New York, without extra charge. Many of them, however, prefer to use the McAdoo tube to up-town New York stations, paying therefor an extra fare on the tube. The Erie Railroad Company and the various lines reaching its Jersey City terminal, and the Delaware, Lackawanna and Western Railroad Company having a terminal station at Hoboken, provide their own ferry service to New York, though affording the commuters access to the McAdoo tube, on which, however, an extra fare must be paid. These two last-mentioned companies afford no gratuitous down-town tube service, analogous to that afforded from the Jersey City station of the Pennsylvania Railroad Company.

It would not appear from the evidence at this hearing that the common practice of refusing to sell commutation or other special rate tickets to or from Jersey City or Hoboken, specifying one of these places as a terminus of the journey, was initiated by the carriers or originally designed by them to escape or avoid the jurisdiction of the State of New Jersey or of this Commission. And the complainants, party to this proceeding, have failed to show that contracts or arrangements for ferriage

have been employed by the carriers with a view to evading thus the jurisdiction of this State. The conditions of commutation traffic, however, have been radically changed by reason of the construction of the various tunnels or tubes under the Hudson river. This new and expeditious means of access to New York City has brought it about that many commuters—probably a majority of them, and certainly an increasing proportion of them—no longer require of the various railroad companies the same service that was almost universally required by the commuters before the construction of the tubes. The companies, therefore, or some of them, and the Erie Railroad Company and the Delaware, Lackawanna and Western Railroad Company in particular, by simply persisting in their previous practice of selling commutation and other special rate tickets to New York, and of not issuing such transportation to Jersey City or Hoboken, affect their commuter patrons in a very different fashion from what they did formerly. Previously the commuter generally required of the carriers a *bona fide* interstate service. A very large number of the commuters at present require of the carriers only an intrastate service; and under the carriers' practice are unable to obtain this intrastate service save by purchasing transportation that is nominally of the interstate character; and these patrons having received transportation service to the Jersey side of the Hudson river leave the carriers' premises and cars, and conclude a new contract with an entirely different company for transportation from New Jersey to New York, paying separately for this new and distinct service.

While under the terms of this inquiry it is not pertinent to inquire into the essential and intrinsic reasonableness of the charges exacted by the carriers from their patrons for transportation service of the kind indicated, nor into the question whether or not there may be justification for making the same charge for transportation to and from Hoboken and Jersey City as to and from New York City, it clearly developed from the evidence that the commuters, or many of them, feel aggrieved by this identity of charge exacted of them whether they do or

do not desire or obtain from the carrier transportation from the Jersey side to New York City; and that many of them feel that this practice ought to be inquired into by this Commission to determine its justice and legality; and that they resent what they feel is an invasion of their liberty of choice in determining freely how they shall be transported over the Hudson river, without forfeiture of what they regard as an enforced charge for ferriage.

IV. FINDINGS.

The essential facts in this case are patent and admitted. It is admitted that generally in the issue and sale of commutation and other special rate tickets a different practice on the part of the carriers prevails as regards Jersey City and Hoboken from the practice prevailing as regards the issuance and sale of commutation and special rate tickets between other points in the State. It is admitted that in many cases the service desired and obtained from the carriers is a journey in intrastate commerce, terminating, so far as the carrier is concerned, at Jersey City or Hoboken. It is admitted that in order to obtain intrastate transportation of this sort upon commutation terms or on special rate tickets, the passenger has no resort but to buy a ticket designating an extra-state point as the terminus of his journey. The question at issue is thus narrowed down to the question whether such difference in practice is to be construed as a regulation or practice which is unjust, unreasonable, unduly preferential, or unjustly discriminatory or otherwise in violation of law.

Our conclusion is that the aforesaid difference in practice is unjustly discriminatory, for the reason mainly that this refusal to sell commutation or other special rates to Hoboken or Jersey City deprives the passenger who would commute on the carrier's line to either named point, and no further, of the right he enjoys in common with every other passenger in intrastate journeys in the State of New Jersey to the protection which the law of the State throws around him as regards the justice and reasonableness of the rates, regulations and practices involved in intrastate travel. An intrastate journey does not change its character

because the carrier refuses to perform it unless the passenger first consents to buy transportation in excess of his requirements over the carrier's line, and to a point in a neighboring commonwealth. Chapter 195, Sec. III (c) and (d), P. L. 1911, defines in part the prohibitions upon the acts of public utilities in this respect. They may not "subject any particular person or corporation or locality, or any particular description of traffic, to any prejudice or disadvantage in any respect whatsoever." If in ordinary commutation intrastate travel the passenger may appeal to this Commission in the matter of the justice and reasonableness of rates, and the justice and reasonableness of any of the carrier's regulations, how can it be denied that the commuter to or from Hoboken or Jersey City who, as the *sine qua non* of buying his transportation must resign the remedies and appeals accorded him by law is not subjected to prejudice or disadvantage?

It must be reiterated that this is not a question of the reasonableness or unreasonableness of particular rates, of whether the rates involved are or are not just and reasonable. It is a question whether all Jersey commuters in intrastate journeys are to be accorded their rights under the law or whether such rights are to remain inviolate only for those commuters who do not travel to or from certain river terminals.

The matter would seem so manifest that an examination of the briefs for the respondent companies must be made to see how it can be attempted to evade the manifest dictates of logic in the premises.

The learned counsel representing the Pennsylvania Railroad Company and the West Jersey and Seashore Railroad Company urges the contention that the caption of the Commission's inquiry bars out, by its express terms, consideration of any discrimination save only as regards the three cities named, or the inhabitants thereof. The refutation of this undue limitation of the scope of the inquiry is indicated *supra* in the Record of the Proceedings. It is pertinent here to add that the term "points" in said caption must be interpreted, in its natural and ordinary sense, as real places where real men live under real local governments. So interpreted, the proper scope of the inquiry is seen to be as broad

as the territory occupied by commuters generally between such points and the river terminals.

The contention of counsel that no discrimination is found because the physical conditions of service to and from the river terminals were proved to be identical with those between other places is quite beside the mark.

The frequent and reiterated contention of counsel for the various companies, that the commutation rates and other special rates exacted for journeys ending at the river terminals are lower than those exacted for similar service between other points, is not in point. *It is not the rates, but the right lawfully to bring the rates, regulations and practices to the bar of this tribunal for hearing that is here at issue.* The reiterated contention of counsel that the commuters concerned get the benefit of specially low rates by reason of the proximity to Jersey City of a great center of population in an adjoining state is no answer to the proposition that a commuter in intrastate journeys may not lawfully be deprived of the right of a hearing to which he is entitled under the laws of this State and before its tribunals.

Nor are the contentions of counsel that these particular practices of the carriers antedated the creation of this Commission, and were in no sense devised to avoid its jurisdiction, availing. Common carriers must continuously adjust their practices so as to conform with the law, and where a change, either in objective conditions of travel or in the State's methods of exercising its legitimate functions of control occurs, practices that were previously innocuous or uncomplainingly submitted to must be changed, if such practices under changed conditions conflict with the law.

The contention of counsel that only such discriminatory practices *as work damage or injury* are undue and illegal fails again to overcome the fact that damage or injury is worked when a carrier's practice deprives a commuter in an intrastate journey of the protection which the law designs to throw around him, and which his fellow-commuters in intrastate journeys are continuously enjoying.

The learned counsel for the Erie Railroad Company and the New York, Susquehanna and Western Railroad Company argues that discrimination is not practised against Jersey City, but that Jersey City is preferred above other cities in the State inasmuch as its location gives it the advantage of New York City rates, and that there is not sufficient commutation business to and from the city of Jersey City to entitle it to a specific commutation rate anywhere near as low as the present New York rate which is now enjoyed by it. In our opinion, it may be said *obiter*, that the commutation business to Jersey City, so far as any particular carrier is concerned, is measured by the number of passengers which ask of that carrier only to be set down in Jersey City. In this sense it is doubtful if the carriers whose service to the passenger ends at Jersey City can rightly claim that the commutation business to and from Jersey City is slight or not entitled to a specific commutation rate. But aside, altogether, from this point, the volume of commutation traffic, if slight, cannot be so treated as to subject the commuter to a forfeiture of his legal unjust or unreasonable.

Two other contentions of the carriers' counsel remain for brief examination. The first has to do with physical difficulties involved in the transportation problem, if commutation and other special rate tickets were sold to Jersey City; the second has to do with the contention that the jurisdiction of this Board is confined, in the case at bar, to a correction of "existing rates," and that the Board is without power to order the establishment of commutation rates where they have not first been put in force voluntarily by the carrier.

It was urged upon the Commission that, if commutation tickets were sold to Hoboken and Jersey City specifically, the carriers would have to separate passengers holding such tickets from those holding tickets good to New York; and that the "gating" of passengers leaving the trains for the eastbound ferries would occasion delay, annoyance and confusion. This operating difficulty we believe the carriers are competent to surmount. For in the first place, the increasing use of the tubes has already resulted in a curtailment of ferry service, and the

probability of a further increase in tube traffic may be expected to lessen this difficulty in some degree. In the second place, commuters who wish to return by ferry would be unable to board the ferry on the New York side unless their tickets included ferriage, or unless they bought special ferry tickets. These passengers are now "gated" on the New York side, and the loss to the carriers, even if they did not "gate" their ferries on the Jersey side, would not be great. In the case of forty-six trip school commutation tickets they make no particular effort to prevent the use of ferries by the holders of such tickets. It is in evidence that the Camden ferries to Philadelphia are not "gated" now, but reliance is had upon the return ferry trip to exact fares for ferry service. Moreover, there is the possibility of providing adequate gate facilities to minimize the delay in loading the ferries.

As regards the difficulty of "working" a through electric train proceeding by tunnel from Jersey City to New York, so as to differentiate those who have tickets to New York from those who go to Jersey City, the operating difficulty is perhaps greater. That between the new station to be established at Summit avenue, Jersey City, and Exchange place, Jersey City, it may be extremely difficult to "work" a train, so as to differentiate passengers bound from nearby stations to Jersey City from passengers bound for New York may be conceded. This, however, is a special case, and not until the differentiation is demonstrated to be impossible, will this special case be excepted by the Commission.

Of more validity is the special contention of the Central Railroad Company of New Jersey that it does not hold itself out as rendering local service for taking on or leaving off passengers locally, at its Jersey City terminal, and that the almost negligible number of passengers who do make such exceptional and unintended use of its Jersey City terminal is hardly entitled to urge a grievance partly of their own creation, and the order to be made herein will therefore not apply to this company.

The last specific contention of counsel concerns the power of this Board to require setting of commutation rates where the

carrier has not voluntarily established such rates. It is pointed out that Chapter 195, II, sec. 16 (c) P. L. 1911, confers on this Board the right "after hearing, upon notice, by order in writing, to fix just and reasonable rates * * * whenever the Board shall determine any *existing* individual rate, joint rate, toll, charge or schedule thereof or commutation, mileage, or other special rate to be unjust, unreasonable, insufficient or unjustly discriminatory or preferential." It is contended that "only where such commutation rates have been in existence" is the Board given the power to "consider and determine whether they are reasonable;" and the caution of the Interstate Commerce Commission is commended to our consideration where that honorable body expresses doubt whether a carrier may be compelled "under the present law," *i. e.*, (the Federal Interstate Commerce Act) "to undertake a commutation service and to establish commutation rates." (Opinion I. S. C. C., No. 1628. *The Commutation Rate Case,* decided June 21, 1911). Counsel urge that the language of Chapter 195, P. L., 1911, contemplates "the possible existence and non-existence, side by side, of commutation rates as a condition not in violation of public policy."

In reply, it may be said that the carriers aver that they already afford commutation *service* to Jersey City and to Hoboken. They contend, however, that they have not established commutation *rates* to Jersey City and Hoboken, but only through these places (where a stop-off is allowed) to New York. As the commutation service already exists, it obviously requires no order of this Board to establish it. We know of no other points to which intrastate commutation service is afforded where the rates for such service, designating the termini of the intrastate journey, are not quoted. Why should commutation service be furnished from New Brunswick to Trenton, and rates quoted therefor specifically, and commutation service be furnished from New Brunswick to Jersey City, and rates *not* quoted therefor specifically?

Moreover, it may be observed that the fixation of rates is not the only power conferred upon this Board upon which this matter hangs. The act provides (II, 16 (e)) that the Board shall have power—

"After hearing, by order in writing, to fix just and reasonable standards, classifications, *regulations*, practices, measurements or service to be furnished, imposed, observed and followed thereafter by any public utility, as herein defined."

To afford a service and to quote no rate for the same does not commend itself to our judgment as a just and reasonable regulation or practice.

V. ORDER.

Each railroad company affording intrastate commutation service from points in New Jersey to Jersey City, New Jersey, or to Hoboken, New Jersey, when request is made upon it and proper payment is tendered therefor, is ORDERED to sell tickets for said commutation service, specifically designating in every case both termini of the journey. Said carriers are directed to publish rates for such commutation service, designating both termini specifically, and to file schedules of such rates with this Commission.

Each railroad company carrying in intrastate journeys passengers to or from Jersey City, New Jersey, or to or from Hoboken, New Jersey, at special rates, is hereby ORDERED to publish said rates, naming or indicating both termini specifically, and upon request and proper tender of payment to sell such special rate tickets, designating thereon both termini specifically, and to file schedules of such rates with this Commission.

This ORDER is to become effective December first, nineteen hundred and eleven.

Dated October 3d, 1911.

In the Matter of the Complaint of William S. Fanshawe Against the Tintern Manor Water Company Regarding Charge for Metered Service. } **ORDER DISMISSING COMPLAINT.**

This matter coming on for final hearing, and evidence having been taken of the parties, the Board is of opinion that installation of a meter upon the premises of the complainant on Sycamore avenue east of Broad street in Shrewsbury and the substitution of the meter for flat rates for water are justified, and that the

alleged overcharges are not sustained. The Board therefore finds the complaint to be unfounded, and it is accordingly DISMISSED.

Dated October 6th, 1911.

In the Matter of the Petition of the City of Asbury Park to Have Trains Stopped at the Main Asbury Park and Ocean Grove Station on Sundays. } **DECISION AND ORDER.**

1. The contention of the railroad company that it is in honor bound to carry out the terms of a contract by which it profited in obtaining valuable real estate at a nominal price is not sufficient to absolve it from its duty to the public in furnishing proper and adequate service.

2. It is not the province of the Board to inquire whether the stoppage of trains would result in the forfeiture of land.

3. The railroad company is created by the State for the purpose of carrying on certain State functions and it is subject to the power of the State.

4. One of the powers of the State is to secure proper and adequate transportation facilities and no condition in an agreement that would limit the power of a railroad company to provide such facilities would be valid.

James D. Carton, for Petitioner.

Robert W. De Forest and *Jackson E. Reynolds,* for the New York and Long Branch Railroad Company.

Henry Wolf Bikle and *George Stuart Patterson,* for the Pennsylvania Railroad Company.

Jackson E. Reynolds, for the Central Railroad Company of New Jersey.

Samuel A. Patterson, for the Ocean Grove Camp Meeting Association.

Hearing, September 12th, 1911.

The city of Asbury Park filed its petition July eighth, nineteen hundred and eleven, praying that the New York and Long Branch Railroad Company, the Pennsylvania Railroad Company and the Central Railroad Company of New Jersey, which operate their trains over the tracks of said New York and Long Branch Railroad Company, be compelled to stop their trains on Sunday at the main station at Asbury Park for the purpose of taking on or letting off passengers, and that by failure so to do

said petitioner is discriminated against and the said companies fail to furnish proper and adequate service.

The New York and Long Branch Railroad Company filed its answer, admitting most of the allegations in the petitioner's petition, but offering in evidence certain agreements with the Ocean Grove Camp Meeting Association, in which, for the consideration therein set forth, being the conveyance of certain real estate, it agreed not to stop trains on Sunday at the main station at Asbury Park, and in case such agreement should be broken the property conveyed to said Railroad Company should revert to said Association.

The Central Railroad Company of New Jersey and the Pennsylvania Railroad Company filed their separate answers, each adopting the answer of the New York and Long Branch Railroad Company for its answer.

Although the Ocean Grove Camp Meeting Association was not made a party to the action, it was represented at the hearing by Samuel A. Patterson, its attorney, who offered no objection to being made a party to the proceeding, and stated the position of the Association, as follows:

> "The Ocean Grove Camp Meeting Association of the Methodist Episcopal Church, by Samuel A. Patterson, its attorney, respectfully submits:
>
> "Said Board has no power or jurisdiction to make any order or direction in this proceeding that will invalidate or impair the interest or right of the Ocean Grove Association in the lands secured by the defendant, the New York and Long Branch Railroad Company, from said Association for a freight station and freight purposes in Neptune township, Monmouth county, New Jersey, and particularly described in the written agreement offered by the defendant.
>
> "That said Board is without authority to make the order requested by the city of Asbury Park in this proceeding, except so far as said order shall not impair or invalidate the property right of said Association in said land and contract.
>
> "That the said Association does not admit or deny the power of said Board to control the stopping of trains at certain stations, provided that property rights of the said Association shall not be impaired by any order of this Board, and said Association here submits the said written agreement, showing that certain land was secured by said Company from said Association for a nominal consideration upon the express condition that said land should revert to said Association, or its value paid for, if Sunday trains were stopped at the depot of said railroad in Asbury Park.
>
> "That if this Board order that the defendant stop trains at the main station in Asbury Park on Sundays, that such order and the adjudication therefor shall hold that the same is not intended to impair or invalidate the said rights of the Ocean Grove Association in said contracts and lands."

Before the close of the hearing, it was announced that the Ocean Grove Camp Meeting Association could put in any testimony it might desire, but its attorney was satisfied with the announcement of its position as above; he, however, later sent the following as an addition to his statement:

> "At the request and in behalf of the Ocean Grove Camp Meeting Association of the Methodist Episcopal Church, we desire to file with you the following additional objections to those already submitted to you in writing by us.
>
> "First: That there is no power or right conferred by law upon said Board to direct or enforce the stopping of Sunday trains at Asbury Park, N. J.
>
> "Second: That said Board has no jurisdiction to make any order in violation or derogation of the written agreement entered into by the said Association and the defendant Railroad Company, regarding the stopping of Sunday trains at the main depot in Asbury Park aforesaid."

From the testimony it appears that the city of Asbury Park is a summer seaside resort bordering on the Atlantic ocean; that it was laid out and established as such a resort in 1872, and immediately adjoins on the south side the tract of land which was laid out in 1869 by the Ocean Grove Camp Meeting Association of the Methodist Episcopal Church as a camp meeting ground, for the purpose of holding religious services during the summer months; that in 1875 the New York and Long Branch Railroad, then extending from Elizabethport to Long Branch, was opened for service, and in 1877 was extended to Asbury Park and south to Sea Girt. At this time the population in Asbury Park and Ocean Grove was only a few hundred, those at Ocean Grove only visiting the place for the religious services, which were held during a few weeks in the summer. The said Railroad Company established *in Asbury Park*, near the boundary line of Ocean Grove, a depot for the joint use of Asbury Park and Ocean Grove, and this has ever since been maintained as the main Asbury Park and Ocean Grove station at Asbury Park. Asbury Park has now a permanent population of 10,000, and a summer population in the neighborhood of 75,000, while Ocean Grove has a permanent population of about 2,500 and a summer population of upwards of 30,000. There is now operated over the said New York and Long Branch Railroad, through Asbury

Park, on week days about eighty passenger trains each way, and on Sundays about thirty-two trains each way, and said trains are operated by the New York and Long Branch Railroad Company and by the Central Railroad Company of New Jersey and Pennsylvania Railroad Company, which last two mentioned companies operate their trains over the tracks of said New York and Long Branch Railroad. That said Railroad Companies have been operating their trains on Sundays for many years, but have refrained from stopping their trains at said main station at Asbury Park, although all trains have been stopped to take on and let off passengers at all of the other stations on said New York and Long Branch Railroad to accommodate the general public traveling on said road. The said railroads derive more revenue from, and carry more passengers traveling to and from the Asbury Park and Ocean Grove depot, than from any other point along the said New York and Long Branch Railroad, and said station is the principal depot or station on said railroad.

The defendant, the New York and Long Branch Railroad Company, as a justification of its refraining from stopping trains on Sunday at said main station at Asbury Park offered in evidence three agreements made with the Ocean Grove Camp Meeting Association of the Methodist Episcopal Church, dated respectively May 5th, 1883, June 1st, 1889, and August 1st, 1904 (the agreement of August 1st, 1904, merely narrowing the prohibited limit of stopping trains on Sunday which were formerly from Ocean Beach on the south to Deal Beach on the north, and also prohibiting the stopping of excursion trains at North Asbury station on Sundays), under which agreements it subjected itself to all the Camp Ground regulations of the said Ocean Grove Camp Meeting Association of the Methodist Episcopal Church, then or thereafter made, especially the regulations prohibiting the stopping of trains, locomotives, cars or other vehicles used in the transportation of passengers or freight at any point between a point 350 feet southerly from the southerly end of the defendant's North Asbury Park station, and another point two and one-quarter miles southerly on defendant's railroad from said first-named point in the vicinity of defendant's

North Asbury Park station, on the first day of the week, commonly called Sunday, for the purpose of taking on or letting off passengers or freight, excepting in case of accident or some unavoidable cause. This affirmative agreement on the part of the defendant is subject, however, to a proviso that if at any time the defendant railroad shall deem it necessary to stop its trains nearer to Ocean Grove than the limits of the aforesaid points to the north and south, that then certain properties and rights assured to the defendant railroad under such agreement should revert to the Ocean Grove Camp Meeting Association of the Methodist Episcopal Church. The consideration for said agreements was the conveyance of certain real estate used by the Company for railroad purposes, but the land upon which the station in question is built is not a part of said consideration. The contention of the Railroad Company is that it is in honor bound to observe these covenants against stopping Sunday trains within the restricted territory until such time as it shall have been requested by the other party to said agreements to stop its trains within said restricted territory.

The station facilities at North Asbury are fully adequate to properly serve the contiguous territory, but it is totally inadequate on Sundays, when hundreds of people from Asbury Park and Ocean Grove, who would naturally have taken the main station at Asbury Park if the trains stopped there, are forced to go to the North Asbury station. In stormy weather there is not sufficient shelter for the large crowds and the baggage. The baggage-room is eight by nine feet, and sometimes two hundred and fifty to three hundred trunks are on the platforms to be checked. More than seventy-five per cent. of these people would naturally have taken trains at the main station, which is large and commodious, and well adapted to take care of such Sunday crowds.

The contention of the Railroad Company that it is in honor bound to carry out the terms of a contract by which it profited in obtaining valuable real estate at a nominal price is not sufficient to absolve it from its duty to the public in furnishing proper and adequate service. It is not the province of the Board to enter into the question whether the stoppage of trains on

Sunday would, under these agreements, result in a forfeiture of the land granted to the Railroad Company under the same. These Companies are created by the State for serving the people; they are subject to the order of the State; they are subject to orders intended to secure proper and adequate service. The Railroad Company is not a private corporation; it is a quasi-public corporation, created by the State for the purpose of carrying on certain State functions, and it is subject to the power of the State. One of the powers of the State is the power to secure proper and adequate transportation facilities, and no condition in an agreement that would limit the power of a railroad company to provide such facilities would be valid.

The Board is, therefore, of the opinion that it has power to order the stoppage of trains at the main station at Asbury Park, notwithstanding the aforesaid agreements, and that such stoppage of trains is necessary to provide proper and adequate transportation facilities. The Board also finds that the city of Asbury Park has been discriminated against, in that all the defendant railroad companies cause their trains to be stopped at all other stations on the line on Sundays for the purpose of taking on and letting off passengers, although the station at the city of Asbury Park is the most important on the line; it therefore

ORDERS: That the said defendants, the New York and Long Branch Railroad Company, the Central Railroad Company of New Jersey and the Pennsylvania Railroad Company hereafter stop their passenger trains on Sunday at the main station at Asbury Park and Ocean Grove for the purpose of taking on and letting off passengers, in the same manner as at other stations of similar importance on the line of said road, and that no discrimination be hereafter shown as to the number of trains which are to be stopped for that purpose; and that all trains which now stop at North Asbury Park station for the purpose of taking on and letting off passengers be also stopped hereafter at the main station at Asbury Park and Ocean Grove, and that this rule be observed hereafter in making up the schedule of trains to stop at said station. This order to take effect November 1st, 1911.

Dated October 10th, 1911.

In the Matter of the Complaint of Henry C. Chalmers Against Wildwood Water Works Company, Regarding "Minimum Rate" and "Meter Rental" Exacted by Said Company.

Henry C. Chalmers, in person.
Ernest Watts, for the Wildwood Water Works Company.

A hearing was had upon the above complaint, at which both parties were represented. There is practically no dispute as to the facts which are disclosed in the papers and documents admitted in evidence.

It appears that the complainant, Henry C. Chalmers, is a resident of the borough of Holly Beach City, and is the owner of a lot 40 x 100 feet in depth, upon which is built a seven-room cottage, facing the street, and two smaller four-room cottages in the rear of said lot. The larger cottage is supplied with water through a one-half-inch service pipe, connecting with the main in the street, upon which is placed a meter at the curb line. The service pipe was extended by the owner to a tap in the rear of the larger cottage, and now furnishes water from a yard hydrant to the summer tenants in the two four-room cottages.

It also appears that the Wildwood Water Works Company (successors to the Wildwood Water Company), maintains and operates a system of water works in said borough under authority of an ordinance approved March 24th, 1897, and also an agreement, entered into between the water company and said borough, of the same date. The complaint raises two questions: (*a*) Has the Wildwood Water Works Company a right to make a minimum charge for each house owned by complainant on his premises? (*b*) Has the Wildwood Water Works Company the right to charge rent for a meter located upon the service pipe supplying said premises? It is alleged by the complainant that for a number of years past his premises were supplied with water at a minimum rate of $8.00 per annum, plus the meter

rental of $1.50 per annum, but there is no doubt that the extension of the service pipe from the seven-room cottage to the rear of the lot was made by the owner without the knowledge or consent of the water company, and that such act was contrary to the rules of the company, and that upon acquiring the knowledge of the condition of affairs upon the premises the company proceeded immediately to enforce what they contended were their rights by virtue of the ordinance and agreement above referrd to.

Section six of the ordinance provides: "That the said water company, its successors and assigns, shall have the right to make all reasonable rules and regulations for the government of water to private consumers, and all water supplied to private consumers shall not exceed the rate of twenty-five cents per one thousand gallons, provided, however, that the minimum rate to be charged each consumer will be $8.00 per annum." There is no other reference in the ordinance to the subject of "Minimum Rate," and there is no reference whatever to the subject of "Meter Rental." The agreement entered into between the parties on the same day that the ordinance was passed makes no reference to "Meter Rentals," but contains the following clause with reference to "Minimum Rate": "To furnish water to private consumers at a price not to exceed twenty-five cents per one thousand gallons, provided that the minimum charge for furnishing water to any one house shall be $8.00 per annum." It will be noted that the word "house" is substituted in the agreement for the word "consumer."

Taking up first for consideration the question whether the Wildwood Water Works Company has the right to charge a rent for a meter located upon the service pipe supplying said premises, it is to be observed: (1) That neither the ordinance of March 24th, 1897, nor the agreement of the same date makes any mention of such meter rent. (2) That both the ordinance and the agreement aforesaid refer to a minimum charge for furnishing water in language as follows: (Section 6 of ordinance of March 24th, 1897)—"and all water supplied to private consumers shall not exceed the rate of twenty-five cents (25c.)

per one thousand (1,000) gallons, providing, however, that the minimum rate to be charged each consumer will be eight dollars ($8) per annum."

(*Agreement* of March 24th, 1897)—"said party of the first part" (*i. e.*, the Water Works Company)—"hereby covenants and agrees"—"to furnish water to private consumers at a price not to exceed twenty-five cents, provided that the minimum charge for furnishing water to any one house shall be eight ($8) dollars per annum."

The reason for stipulating that there shall be a minimum charge or rate is doubtless, in part, intended to assure to the company an income upon outlay which otherwise they could not be induced to make. But the stipulation of a minimum is also to afford some assurance to the patron that his bill, provided his consumption does not exceed the amount which at the metered rate of twenty-five cents per one thousand gallons would come to eight dollars or more, shall not be in excess of a certain flat sum. The minimum proviso is thus a protection to the company and to the small consumer as well. It is the most that the least consumer must contribute to the company, and it is the most that the company may exact from the least consumer.

If this be the case it is clear that the second object to be secured by the minimum proviso will be rendered quite nugatory, if the company, under guise of a meter rent or of any other extra charge for the use of special apparatus, or the rendition of special services, may advance the stipulated minimum to the consumer. In its purpose we believe the so-called minimum which the company may exact, even if it furnishes no water at all, is rightly to be construed as a maximum to the consumer who uses less than 32,000 gallons in the present case. And we dissent from the contention of the respondent that he may, at will, lawfully increase the said minimum.

Nor does the provision embodied in the ordinance, but not in the agreement, permitting the company "to make all reasonable rules and regulations for the government of water to private consumers," warrant the company in superimposing, under guise

of a separate rental, an addition to the stipulated minimum of eight dollars per year. Of what protection to the small consumer is the stipulated eight-dollar minimum, if the company may add thereto a surcharge under the form of a meter rental? It is, indeed, quite proper that the guaranteed minimum should include an allowance based, in part at least, upon the investment which the company has made in providing meters. But we see no warrant for the arbitrary super-addition to a contractual minimum under guise of a meter rental. If this is permissible, why should not the company make also an annual rental charge for some other part of their permanent apparatus used or useful in supplying water to the consumers?

That this meter rent was regarded by the consumers as an unwarranted imposition is evidenced by a petition made in November, 1904, to the mayor and council of Holly Beach. The petitioners represented therein that for several years past they had been required to pay a meter rent, whereas said petitioners say they are reliably informed that "the so-called franchise of said company does not mention meters, nor give it the legal right to charge" (therefor), and ask for protection against what they designate "such unjust and illegal charge."

A minimum, to be the effective guarantee that is required, should be a comprehensive, all-inclusive minimum; and a minimum that is variable at the discretion or caprice of either party is not only a misnomer, but a nuisance. Experienced managers of water-works themselves admit this, and contend that the delimitations of possible points of controversy between the company and the consumer is a desideratum of first importance. A separate meter rental is a fertile and unnecessary source of just such needless controversy. We are of opinion, therefore, that the separate charge for meter rent is in contravention of the ordinance and the agreement, opposed to public policy and may not be charged, exacted or collected.

The second question raised in this case is: Has the Wildwood Water Company a right to make a minimum charge for each house owned by complainant on his premises? This is a more

difficult issue to decide, both on the bases of the contractual relations between the parties, and on grounds of equity relating to the change in conditions since the ordinance was passed, and the agreement was concluded. The language of the ordinance, as recited above, speaks of "the minimum rate to be charged each *consumer,*" the language of the agreement speaks of "the minimum charge for furnishing water to any one *house.*" The printed contract forms of the company in use in 1908 and 1911 (Sec. 1) require that "the owner of the *property* must sign the application." The contract forms, both for 1908 and 1911, designate the applicant in the space left for his signature as "Owner of *Premises* first above mentioned." Here are four terms, "consumer," "house," "property" and "premises," which evidently have a common meaning. What is that common meaning? And does it refer to a discrete structure or building physically unconnected with any other structure or building, or is there any latitude other than a literal interpretation possible?

It has been plausibly suggested that the common kernel of the various terms employed is to be found by construing them as referring to a common charge account upon the books of the water company. Whether this be true or not, the construction of the terms "consumer" and "house" must be made largely in the light of the circumstances surrounding the origination of the ordinance and the agreement.

It is in evidence that the water company did not originally, and does not now, make a separate minimum charge for a stable on premises supplied with water, even though said stable building is not physically adjacent to, or connected with, the dwelling-house on the premises.

The petitioner also submits affidavits from three of the five councilmen who passed the ordinance and authorized the agreement, and from the mayor who held office both in 1897 and at the present time. The mayor deposes "That it was his understanding that the above-mentioned ordinance gave to the consumer the unrestricted use of water anywhere on his lot, including small cottages at the rear, at the one minimum rate of eight dollars and twenty-five cents per one thousand gallons excess."

Similar affidavits are made by three of the five members of the council who passed the ordinance, and entered into the agreement of March 24th, 1897. While the recollections of these gentlemen may have been somewhat obscured by lapse of time, their testimony, in so far as it goes, is in favor of the complainant.

From these facts it would seem that the original interpretation of "consumer" or "house" implied the terms to cover water supplied on the premises through a single supply pipe, and did not refer to physically separate structures or their inmates.

If, moreover, we turn from the probable original interpretation of the matter, to the reasons in the case, this construction of "house" or "consumer" to mean "premises" seems the more natural. For, from the company's standpoint, the minimum charge of eight dollars is to provide revenue sufficient for the plant, or proportion thereof, installed for the supply of the premises. If eight dollars sufficed to cover such part of the investment and continual readiness to serve, more than a single minimum would be commercially justified only when, by reason of the building of summer bungalows on the premises, the company is required to make an additional investment or bear heavier charges for readiness to serve. But there is no allegation that such additional outlay has been required of the company. The water works company has not installed on the premises of Chalmers any additional mains, plant, services or meters. It is not, therefore, apparent why its minimum charge for the supply of water on the premises should be augmented. In case the aggregate consumption exceeds the 32,000 gallons which the minimum covers, the metered excess is charged and collected by the company. This metered annual excess, when the three cottages consumed water on the premises, came to eleven cents.

Moreover, the literal interpretation of the word "house" to mean a separate building rather than the premises supplied from a single service supply pipe, is rendered somewhat absurd, if it be admitted that all the petitioner must do to escape the additional minimum charges of five dollars for each bungalow is to cover his entire lot with a building, or even to connect by porches the main cottage with the two summer bungalows on the corner of

his lot. In this case, even though exactly the same service is rendered by the respondent, they can exact, according to their own admission, but a single minimum.

Still one more consideration goes to support the construction of "house" in the wider sense of "premises." The company in the meter rent which it has charged in the past exacts a higher meter rent than $1.50 where the diameter of the supply pipe is in excess of one-half inch. Were this embodied in the original ordinance or agreement it would be a very proper, as well as a very customary, method of setting minimum charges. But the implication of the higher meter rent for the larger supply pipe is that the greater investment required of the company for supplying larger premises, like those of a hotel, warrants a higher minimum than may properly be set for smaller premises. Illegal as, under the contract in this case, we believe the surcharge for meter rent to be, the action of the company in graduating meter rentals confirms our analysis of the reason for the existence of minimum charges, and thus confirms the conclusion reached above that they cannot equitably be augmented unless a corresponding increase in plant and investment for the supply of given premises is necessary where such increased investment or service is not duly compensated by metered rates in excess of the minimum consumed. We conclude that "consumer" and "house," in the pending case, must be construed to mean premises supplied through a single service, whether there stand thereon one or more separate structures.

It is to be observed that this decision is to be construed as follows: The decision that a minimum charge is to be an all-inclusive minimum is a general rule or principle of policy which this Board will endeavor universally to apply. The decision that only one minimum may be exacted for the supply of water by a single service to the buildings on given premises is based upon the ordinance and agreement in this particular case. If, at the expiry of this agreement, new minimum charges are to be set, this Board will not be debarred from considering favorably any equitable arrangement whereby the minimum charges may be graduated according to the different character of the prem-

ises supplied. A minimum graduated according to the equitable proportion of the permanent investment required for the supply of different premises and the establishments thereon is not unreasonable or unjust. It must, however, be said that the action of the petitioner in extending his service pipe without informing the company and requesting the company to make said extension, so as to afford a tap in the yard, was illegal and against the rules and regulations which the company rightfully made in the government of the water-supply. This opinion and order imply no condonation of this action on the part of the complainant. But the remedy, if any, to which the company is entitled, we are not called on to discuss in this opinion.

The Board of Public Utility Commissioners therefore ORDERS the Wildwood Water Works Company, during the continuance of the ordinance and agreement of March 24th, 1897, to cease and desist from charging or collecting a meter rent over and above the minimum charge of eight dollars per annum, permitted by said ordinance and agreement; and also ORDERS said Wildwood Water Works Company to withdraw and cancel the two separate and extra minimum charges of five dollars each for the small cottages at the rear of the main dwelling-house of the complainant.

Dated October 10th, 1911.

In the Matter of the Complaint of Albert Bunn, of Parker, New Jersey, Alleging Inadequate Service on the Part of the Lebanon Telephone Company. — **DISMISSAL OF COMPLAINT.**

Albert Bunn, in person.

E. W. Sutton, for the Telephone Company.

Hearings July 5th and 18th, 1911.

By letter dated June fifth, nineteen hundred and eleven, complainant alleged inadequate service rendered since about the beginning of nineteen hundred and ten, in that night service was at that time discontinued. The complaint was forwarded to the company, and on July fifth and July eighteenth, nineteen hundred

and eleven, hearings were held at the State House, in Trenton, New Jersey. The complainant appeared in person, and the company was represented by E. W. Sutton, General Manager. Inasmuch as the two parties were at issue upon the willingness of subscribers generally to pay for the resumption of night service, and inasmuch as the complainant alleged that the company was able, by reason of its earnings, to afford night service without extra charge, the matter went to conference, and the Chief Inspector of the Utilities Division was directed to make an investigation into the matter.

On September twenty-third, nineteen hundred and eleven, the Inspector's report was submitted. This report recites that "The affairs (financial) of the company are at present time in a healthy condition, but until the accounting is properly classified it will be impossible to definitely determine whether any change should be made in the rates or not." It further appears from the report that since nineteen hundred and four, when the company (now styled "The New Jersey Telephone Company") was organized, no dividends were paid during the first three years, and that thereafter a dividend of five per cent. annually on the outstanding capital stock was paid. The outstanding capital stock is twenty-five thousand dollars ($25,000), and there is no bonded indebtedness.

The Commission desired the Inspector to have an inquiry made to determine how the subscribers regarded the character of the service. It appeared, as the result of said inquiry, that of the eighty-eight subscribers in the Chester Exchange area forty-four had declared that they regarded day service as adequate, as against three who pronounced day service alone to be inadequate. Nine of the subscribers expressed a willingness to pay twenty dollars ($20.00), if necessary, for day and night service, and seven others were willing to pay eighteen dollars ($18.00) for such service instead of the fifteen dollars ($15.00) now charged. Eighteen subscribers declared they would discontinue the service if the rate was increased. While it may be true that some of these eighteen might reconsider their determination, we are constrained, under the circumstances, to hold that the verdict of the

vicinage must be held to control as to whether day service alone is adequate. In the present case this appears to be the fact.

The Chief Inspector of the Utilities Division in his report also cites a large number of rural exchanges circumstanced somewhat similarly to the Chester Exchange. In these exchanges night service is not ordinarily provided, and in most cases Sunday service is exceptional.

The Board is loath to dismiss the present complaint, believing that the complainant is correct in holding that a rural community in particular requires night telephone service in cases of illness, fire or accident, but it seems impossible to impose upon the majority of patrons a standard in excess of their conscious requirements and in excess of their willingness to pay. The complaint is, therefore, DISMISSED, without prejudice, however, to reopening the question whether the rates now demanded are excessive for the service rendered, and without precluding a future order for the relief of the complainant and others similarly situated, if it appears that such special service is mechanically possible at a reasonable cost to the company and a reasonable charge to those desirous of such special all-night service.

Dated October 17th, 1911.

In re Petition of the Wildwood, Anglesea and Holly Beach Gas Company, for Permission to Mortgage its Premises and Property in the Sum of $1,000,000, and to Issue Bonds Thereunder. Applications of June 12th, 1911, September 5th, 1911, and October 3d, 1911.

DISMISSAL OF PETITIONS.

The petitioner has filed three separate applications, under the dates cited above in the caption. In no one application, nor in the three applications taken together, as bearing upon a common purpose, is there to be found any reasonably strict compliance with *Conference Ruling Number Thirteen,* which governs applications for authority to issue stocks, bonds, notes or other evidences of indebtedness by a public utility. In particular there is to be noted in the various applications failure to conform with

Conference Ruling Number Thirteen as regards (1) maturity of obligations to be refunded; as regards (2) issues of stock subsequent to incorporation; as regards (3) the exact amount of loans secured by the hypothecation of bonds; as regards (4) the maturity of bonds, authorization of whose issue is asked; as regards (5) the amount of interest paid during previous fiscal year; as regards (6) the amount of dividends, if any, paid upon stock; as regards (7) the earnings and expenditures for the previous fiscal year; and as regards (8) affidavits required as prescribed in sections 11 and 12 of aforesaid *Conference Ruling Number Thirteen.*

Apart wholly from the defects in the form of the applications are the following matters which involve general questions of policy. First, the several applications seek the authorization of bonds to buy up at a premium bonds already outstanding. Second, the several applications involve either tacit approval or condonation of the policy of hypothecating bonds for loans of less than eighty per cent. of the face value of the bonds.

While the Board does not hereby decide that refunding bonds at a premium will never be permissible in this particular case, it is to be observed that if bonds issued, some as recently as April, 1910, and presumably at not less than eighty per cent. of their face value, are to be refunded in 1911 at a premium of five per cent., the purpose and intent of Chapter 331, P. L. 1906, is defeated. It is to no purpose that the statute provides that a public utility shall not sell its bonds for less than eighty per cent. of their face value in cash or property, if a refunding operation can shortly effect the substitution of new bonds whose face value exceeds the face value of the original bonds, when not a dollar of additional cash or property is turned into the Company's treasury by the refunding operation. If it be argued that the refunding operation will provide, *inter alia,* for needed extensions, and will augment the Company's earnings, and thus secure the interest payment upon the enlarged bonded indebtedness outstanding, the reply seems to be that hopes or expectations of such enlarged earnings entertained by the petitioner ought to take the form of stock issues rather than augmented bonded indebtedness. In the present case, this is alleged to be impossible, because the

existing stock is represented by no adequate corresponding assets, and further stock sales are thus impossible. Admitting this to be so, we are not impressed with the wisdom of a policy which, in this case, might also impair the value of the bond securities. Moreover the authorization and issue of preferred stock, as suggested informally to the petitioner, would seem to suggest a means whereby the difficulty in marketing additional amounts of common stock could be obviated.

As regards the second issue, the condonation or the tacit approval of hypothecating bonds to secure loans of less than eighty per cent. of the face value of the bonds pledged, the Board refers to its Report of July 7th, 1911, in the matter of the application of the Riverside Traction Company for leave to issue, sell and deliver bonds, etc., pp. 3, 4, 5. It appears by p. 4 of the original petition that one debt of the Company to the amount of $8,152.51 is secured by $11,700 of the Refunding Mortgage Bonds. And while it is recited in the original petition that the remainder of the floating indebtedness is "unsecured," it appears also that $30,900 of the First Refunding Bonds and $300 of the General Mortgage Bonds have been hypothecated, or are held as collateral security for the petitioner's loans. From the Balance Sheet as of June 1st, 1911, appended to the original petition as Schedule "C," it is impossible to determine exactly what amount of loans is secured by the bonds so held or pledged. But in the amended petition of October 3d, 1911, it is requested "where any bonds of the Company are now outstanding as collateral security for any of the Company's loans, that the Company be given permission to substitute bonds of the new $1,000,000 issue to an equal amount to the bonds now held as collateral for said indebtedness." If this authorization implies, as in the case of the specific loan above referred to, or in other cases, that sanction is afforded to the hypothecation of bonds for security of less than eighty per cent. of the face value of the bonds hypothecated, such authorization is denied and refused, and for the reasons cited in the case of the Riverside Traction Company above referred to.

In short, the Board declines to recede from the position it assumed in the informal answer made to the petitioner in Sep-

tember, 1911. It announced then that bonds for refunding in this case will be authorized, only on the basis of dollar for dollar of the new bonds for the old; that it will not admit that outstanding indebtedness, properly chargeable to capital account, and therefore properly to be funded, exceeds (as of August 10th, 1911) $28,794, for which new bonds of approximately $36,000 par may issue. For extensions to cost approximately $26,000 new bonds of approximately $32,500 may issue; and to obtain working cash capital of $8,000 new bonds for $10,000 may issue. The Board is therefore not satisfied that the proposed issue of securities is to be made in accordance with law, nor can it approve the purpose of such proposed issues.

Petition is therefore DISMISSED.

Dated October 20th, 1911.

In the Matter of Deliveries at Hopatcong Station of the Delaware, Lackawanna and Western Railroad Company, by the United States Express Company. } **ORDER.**

The United States Express Company receives and delivers express matter at a baggage room on the station platform of the Delaware, Lackawanna and Western Railroad Company at Hopatcong. The railroad at this point runs through a cut, and the station platform is located some distance below the level of the street. The main station building is located on the street level. It appears that the United States Express Company makes individual deliveries of express matter at the station on the street level when requests are made of its agent for such deliveries, but gives no notice to the public that deliveries will be so made.

In a communication, dated August 25th, 1911, which communication was sent to the Board in response to a request by it for information, the United States Express Company objected to posting in the baggage room a notice to the effect that its agent has instructions to make deliveries of express matter at the station on the street level.

Following receipt of this communication the Board referred the matter to its Inspector, and subsequently called a hearing on the question whether an order should be issued to the United States Express Company, requiring the posting of a notice that the said Company will deliver express packages at the station on the street level when requested to do so by its patrons. The United States Express Company was given notice of this hearing, but no one representing it appeared thereat.

The hearing was held and the Board, after considering the objections submitted by the United States Express Company, in its letter of August 25th, 1911, and examining its Inspector, finds that the said Company does not furnish safe, adequate and proper service at the Hopatcong Station of the Delaware, Lackawanna and Western Railroad in that while it makes deliveries of express packages at the station on the street level when requests are made of its agent therefor, it fails to give any notice to its patrons that such deliveries will be made.

The Board of Public Utility Commissioners hereby ORDERS the United States Express Company to post and maintain in a conspicuous place in the baggage room, at the Hopatcong Station of the Delaware, Lackawanna and Western Railroad, a notice to the effect that on request by its patrons made to its agent at the said station, deliveries of express matter will be made at the station on the street level.

This Order shall take effect November twentieth, nineteen hundred and eleven.

Dated October 20th, 1911.

In the Matter of the Complaint of Wilbur A. Heisley Against the Tintern Manor Water Company. } **MEMORANDUM AND RECOMMENDATION.**

1. Where a water company installs a meter to measure the water supplied by it to a customer, whose conditions of consumption are different from those obtaining with the general class of consumers served on a flat rate basis, this does not necessarily constitute an undue or unjust discrimination.

2. Upon an analysis of the accounts of a water company it is found that the profits obtained are not excessive and unreasonable. A metered consumer charges that the rates for metered water are excessive and unreasonable. The company supplies the majority of its consumers on a flat rate basis, and a small number by meter. Comparison of the rates by meter with similar rates of other companies shows that these rates are about equal to the average of the rates charged. No change can be made in the rates for metered water

until a sufficiently large number of consumers can be supplied with meters in order to ascertain the effect on the company's revenues and expenses of using meters.

3. Installation of meters is recommended in connection with service of consumers where special conditions prevail.

4. The complaint itself is dismissed with, however, the recommendations to the company as noted.

Wilbur A. Heisley, in person.

William H. Corbin, for the Tintern Manor Water Company.

Hearing September 29th, 1911. Decided October 24th, 1911.

It appears in this proceeding that Wilbur A. Heisley, some four or five years ago, constructed a hotel known as the "Takanassee," in Long Branch, New Jersey.

This hotel has one hundred sleeping rooms, with all modern conveniences, including numerous bath rooms, toilet facilities and heating apparatus. It has, in addition, electric lights, ice and refrigerating plants and a steam laundry.

It has been the practice of the Tintern Manor Water Company, supplying Long Branch and vicinity, to supply the majority of its consumers on, what is known generally as, the flat rate, or fixture basis.

Where special conditions prevailed, it has been the custom of the company to charge a flat rate, based upon an estimate of the probable consumption. All of the large hotels were supplied in accordance with this method, and it is probable that the contract price agreed upon in each case was more or less the result of a compromise.

The flat price charged to and paid by the Takanassee Hotel for several years was $700 per year, or season, as the hotel was not open all the year.

Mr. Heisley came to believe that the water rate of $700 was too high, and for the year 1909 tendered $500 in payment for the service for the season. For reasons which cannot now be ascertained, owing to the subsequent death of the president of the water company, this sum was accepted as payment in full.

For the year 1910 the company sent Mr. Heisley a bill for $700, which he refused to pay, on the ground that the rate had been reduced to $500. The secretary of the water company, however, insisted that the proper rate was $700, and had been

reduced or rebated the previous year by the president himself, the reasons for which action he could not give. Mr. Heisley paid to the company for 1910 the sum of $500, which, however, was not accepted by the company as in full satisfaction of its claim.

By the rules and regulations adopted by the company, and approved in general by the Court of Chancery in November, 1905, the water company has the right, on notice to a consumer, to install a meter as a basis for making its charges for water.

In accordance with this right, which is undisputed by the complainant in this case, notice was served upon Mr. Heisley in the early spring of 1911, without objection on his part, that a meter would be installed and water charged for, in accordance with a schedule for metered service, which had also been approved as reasonable by the Court of Chancery.

Bills were rendered to Mr. Heisley from time to time during the summer of 1911, which appeared to him to be unreasonable, and on which payment has been deferred. It appears that the charges for the season of 1911 will aggregate, approximately, $780, which, in accordance with the sliding scale, is at a net rate of 15.3c. per 1,000 gallons. This, as a matter of comparison with rates charged by other companies, does not appear to be a high rate of charge.

Mr. Heisley, however, contends that he was being discriminated against, in that he was compelled to pay for water at meter rates, while the majority of the consumers, including all those similarly situated, were being charged at flat rates. The result of this policy being to allow a large number of consumers to continue to waste water for which, within certain limits, the metered customers would be required to pay.

This ground is well taken, as it has been shown in many cases that the use of meters, enforced on even a small proportion of the large consumers, will result in material reduction in waste of water, which is often allowed to go on unheeded where flat rates are charged.

An analysis of its revenue and expense accounts was presented by the water company, which showed that the company was not making excessive or unreasonable profits as the business is at present conducted.

A general use of meters enforced on all large consumers might so change conditions, however, as to show after another year a quite different state of affairs.

From analysis of the financial condition of the company, it has been ascertained that no change can be made in the rates as they stand to-day.

From the above recital, it appears that Mr. Heisley is being discriminated against, but in a way which requires that all other consumers similarly circumstanced shall also be served through meters.

The policy of the company with regard to installation of meters is not to be commended. The learned Vice-Chancellor, in November, 1905, said of this company: "Besides, I am entirely satisfied that * * * certain economies would obtain * * * by the general introduction of meters, and such reduction of consumption, or rather of waste, will result in the saving of fuel for making steam. This, I think, is the clear duty of the defendant to accomplish as soon as practicable." He also says: "My own decided opinion is, as expressed at the hearing, that the fairest and most satisfactory mode of charging for water is by measuring it and fixing a price by the gallon or cubic foot."

In the case before the Vice-Chancellor in 1905 the defendant objected to the installation of meters because of the expense involved. The learned Vice-Chancellor, referring to this expense, said he agreed that it "must fall on the water company, because it should own and control all the meters."

There can be no doubt as to the effect on the output of a company of the general introduction of meters.

Everyone is familiar with the stupendous undertaking in which New York City is at present engaged in providing additional water supply. Some study has been given to the subject of the effect of using meters, and a high authority has stated that if the introduction of meters had been commenced in New York City four years ago, the construction of additional facilities now going on could have been postponed at least twenty years.

The Wisconsin decision in the case of *City of Ripon* vs. *Ripon Light & Water Company* is in point. In that case the commission said:

"To order a general installation of meters by the respondent, in view of the present financial condition of the plant, would, in our opinion, be unjust and unreasonable at this time. Investigations of the effect of the use of meters on the per capita consumption of water in a large number of cities have demonstrated that by a proper placing of meters a great benefit can be accomplished to both the utilities and the consumers. In order to secure fairly satisfactory conditions, it is not necessary that all, or even approximately all, of the consumers should be on a meter basis. A general installation of meters would largely increase the plant investment, and, in a number of instances, the consumption of water on the premises would hardly warrant the expenditures made necessary by such installation. In many instances the universal use of meters has resulted in only doubtful benefits. From an extensive investigation of the effect of meters upon the consumption in a large number of cities, it appears that a very material reduction in the per capita consumption or use may be brought about by metering not more than 20 or 25 per cent. of the total consumption. * * * A careful study of the conditions affecting the use of water in Ripon is suggested, in order to determine which consumers or class of consumers are most wasteful. A proper placing of meters, where found necessary by such investigations, would result in a very large reduction of the pumpage with a minimum increase of capital investment."

Based upon the facts submitted to the Board, and upon the foregoing considerations, it is

RECOMMENDED, after due hearing, that the Tintern Manor Water Company commence forthwith, and have complete by May 1st, 1912, the installation of meters by means of which charges shall be computed for all hotels, large boarding houses, saloons, laundries, bathing establishments, stock farms, liveries, boarding stables, garages, greenhouses and all commercial and manufacturing establishments and residences where unusual conditions of use prevail.

Thirty days is considered a sufficient time within which the company shall inform the Board as to its acceptance of this recommendation, and of the extent to which it will carry it out.

The complaint herein is dismissed, and the recommendation to the company noted above made.

Adopted October 24th, 1911.

In the Matter of Increased Rates for Transportation of Passengers Between Points in the State of New Jersey, Effective August 1st, 1911, by the Several Railroad Companies Operating Railroads Within the State. } **MEMORANDUM.**

1. In the main the proposed increases were avowedly designed as a part of a system to make the intrastate fares conform to the requirements of the Federal Interstate Commerce Act in the matter of interstate fares, that a through route fare shall not exceed the aggregate of the intermediate rates.
2. Such conformity is not legally binding so far as intrastate fares in the State of New Jersey are concerned.
3. To apply this rule in all cases to intrastate fares would result in raising certain intermediate fares rather than in a eduction of through route fares, and might thus issue to the prejudice and disadvantage of some who make intrastate journeys within the State of New Jersey.
4. The reduction of certain intrastate fares which the companies intended to effect is not certain to offset the loss involved through the proposed increases.
5. To concede that such uniformity as between interstate and intrastate fares should be established might hamper the Board of Public Utility Commissioners in the reasonable exercise of powers delegated to it for the protection of the rights of passengers upon intastate journeys.
6. The Board of Public Utility Commissioners therefore determines that the said companies have not borne the burden of proof imposed on them in this instance by the statute that said increases are just and reasonable, and the Board therefore adjudges the proposed increases to be unjust and unreasonable, and finds and decides that said proposed increases may not be made, imposed or exacted by said companies.

The tariffs containing the proposed increases, along with certain proposed decreases, were withdrawn by the companies when the original order of suspension of increased fares was issued. While the tariffs are, therefore, not operative, the Board files the following memorandum in explanation of its action in the premises, and in explanation of the present status of this inquiry and other related matters.

Henry Wolf Bikle, Esq., for the Pennsylvania Railroad Company, and the West Jersey and Seashore Railroad Company.
Theodore Voorhees, Edson J. Weeks, Edward Cousterhout and William L. Kinter, Esqs., for the Atlantic City Railroad Company, and the Philadelphia and Reading Railway Company.
Theodore Burgess and *J. F. Shinn, Esqs.*, for the Erie Railroad Company, and the New York, Susquehanna and Western Railroad Company.
W. C. Hope and Jackson E. Reynolds, Esqs., for the Central Railroad Company of New Jersey.
F. B. Scott, Esq., for the Delaware, Lackawanna and Western Railroad Company.
George C. Pratt and Frank R. Hammond, Esqs., for the Lehigh Valley Railroad Company.
L. F. Vosburgh, Esq., for the New York Central and Hudson River Railway Company.

On its own initiative, the Board of Public Utility Commissioners, having been apprised of the intention of certain railroad

companies operating railroads within the State of New Jersey to promulgate new tariffs, effective August 1st, 1911, which increased certain fares for intrastate journeys within this State, issued an order, dated July 21st, 1911, calling a hearing to determine whether such increased rates were just and reasonable. This hearing was held on July 27th, 1911, at the State House, in the city of Trenton, New Jersey.

The carriers, so far as they had intended to promulgate new tariffs, submitted the tariffs which were to become effective on August 1st, 1911. The changes in fares were partly increases and partly decreases. The Board of Public Utility Commissioners, after a further hearing on July 28th, 1911, at the Court House, in Newark, New Jersey, and acting under the power conferred by Chapter 195, P. L. 1911, II. 17, (h), by order dated July 28th, 1911, suspended all such fares in the aforesaid tariffs as increased the rates for intrastate journeys within the State of New Jersey. It is to be emphasized that *only proposed increases in fare were suspended by the Commission.* The original order, suspending such proposed increases of fare until October 3d, 1911, was extended by an order dated September 29th, 1911, until the twenty-eighth day of October, 1911. The Board is empowered to suspend proposed increases in railway tariffs for a period not exceeding three months, pending determination as to the justice and reasonableness of such increases. At the end of the period of three months it is incumbent on the Board to "determine whether the said increase * * * is just and reasonable." This memorandum is filed to put on record the conclusions of the Board in this matter, together with the reasons which have influenced the Board in arriving at its conclusions.

It must be noted that the statute, Chapter 195, P. L. 1911, II, 17, (h), explicitly puts upon the companies the burden of proof, that a proposed increase in rates is just and reasonable.

> "The burden of proof to show that the said increase, change or alteration is just and reasonable shall be upon the public utility making the same."

The companies, at the hearing of July 27th, 1911, advanced as the chief justification of said proposed increases, certain requirements of the present Federal Interstate Commerce Act, and

the desirability of conformity thereto as regards intrastate fares. The companies disclaimed the intention or expectation of obtaining additional net revenue from the proposed tariff changes.

The Federal Interstate Commerce Act, as amended June 18th, 1910, provides in section 4 that it shall be unlawful for any common carrier subject to the provisions of this act to "charge any greater compensation as a through route than the aggregate of the intermediate rates subject to the provisions of this act * * *." The representatives of the carriers agreed that as a matter of uniform practice, the same requirement ought to be extended by them, so that the through route charge should be greater in no case than the aggregate of the intermediate rates, even though certain intermediate rates were those prevailing for journeys wholly within the State of New Jersey. If, for instance, a railroad company should set rates from New York City to Trenton, New Jersey, and from Trenton, New Jersey, to Philadelphia, Pennsylvania, the Interstate Commerce Act requires that the through rate from New York to Philadelphia shall not exceed the sum of the two rates first mentioned. The carriers proposed, however, so to reshape their tariffs, that the through rate, from New York to Philadelphia, for example, should not exceed the aggregate of the intermediate rates prevailing between New York City and New Brunswick, between New Brunswick and Trenton, and between Trenton and Philadelphia. The rate for the link wholly within the State was to be conformed to a provision in the Federal statute governing the relation between the through route rate and the intermediate rates for the interstate links of the through route. Where a prevailing intrastate rate was in excess of this standard, it was to be reduced; and where a prevailing intrastate rate was below this standard, it was to be raised. Thus on the Pennsylvania Railroad the rates from Trenton to Camden would have been raised by fifteen cents on the excursion ticket; and similarly the rate from Trenton to Newark would have been decreased by ten cents on the excursion ticket. There is, of course, nothing in the nature of things which would prevent the carriers from lowering their through rates so as to equal the sum of intermediate fares; but the carriers set great store by certain through rates, such as

the four-dollar excursion rate from New York to Philadelphia, and prefer to conform local rates to the prevailing through rate. Moreover, it may be admitted that in intrastate commerce there is much to be said for the rule that the through rate should not exceed the sum of the local rates. But where the through rate is one in interstate commerce, and one over which this Commission has no control, it is manifestly unwise to subject local rates within this State to compliance with a standard absolutely beyond State control.

Certain subordinate or adventitious reasons were also cited as justifying the proposed tariff changes. More accurate measurements of the running line were cited in at least one case; and where a division of a railroad lay wholly within the State, such as the Belvidere Division of the Pennsylvania, the tariff changes proposed were designed, so it was contended, to bring into conformity the basis of charges on that division, with the basis to be established on other divisions which lay partly within and partly without the State.

The Public Utility Commission does not regard the considerations advanced by the companies as sustaining the burden of proof which the statute puts upon them in the present instance. In our judgment, it is idle to contend that the provision cited above from the Federal Interstate Commerce Act is legally mandatory as regards rates or journeys wholly within the State, even though such journeys may, under other circumstances, form links in interstate routes. The very initial section of the Federal Interstate Commerce Act declares that "the provisions of this act shall not apply to the transportation of passengers or property * * * wholly within one State * * *."

Nor can the Commission regard the carriers' contention of the convenience to the carriers of a uniform relation holding between through and intermediate rates as regards both interstate and intrastate commerce as controlling in this matter. The interests of the various communities in this State, so far as rates are concerned, are put in large degree under the protection of this Commission.

Nor have we any assurance that the legitimate interests of these communities are not, or may not at times be subserved by

an adherence to rates which do not conform to the far-reaching and mechanical uniformity which the companies would impose upon intrastate rates. For example, the effect of the new tariffs in southern New Jersey from Camden and intermediate points to Trenton would be a very appreciable increase. These rates are now relatively low. They have been in force for a long time. The business of the section is in a measure adjusted to, and dependent on, their continuance. Their upsetting might easily entail greater loss and confusion than would be offset by the reduction of certain rates between Trenton and points north, and between Trenton and certain points on the shore. Moreover, it is particularly to be noted that the power to dispense with the rigid requirement of the Federal statute that the through route compensation shall not exceed the aggregate of intermediate rates is lodged in the Federal Interstate Commerce Commission. If the State of New Jersey should resign its control in the interest of uniformity, and if a case arose where, under the peculiar circumstances, it became proper to charge less for a longer than a shorter distance, over the same line and in the same direction (both being wholly within the State), it would apparently result that permission of this character to disregard the usual rule could be given only by the Interstate Commerce Commission, or not at all.

The first hearing in this matter was held on July 27th, 1911. A second hearing was held in the city of Newark, at the Court House, on July 28th, 1911. Immediately after the second hearing the above-recited order of suspension, until October 3d, 1911, was issued. The next adjourned hearing was held on August 1st, 1911, at the State House, in Trenton, New Jersey, at which time further hearing was deferred until Tuesday, September 5th, 1911. In the interval, between the last two named dates, and by an order dated August 4th, 1911, the Board called a hearing, set also for September 5th, 1911, but upon the broader question whether certain existing rates for transportation of passengers between points in the State of New Jersey on certain lines of railway, some of which rates were to be increased and others decreased by tariffs effective August 1st, 1911, are just and reasonable. This order by its terms opened for inquiry the

justice and reasonableness of the existing intrastate passenger tariffs which were to have been modified by the tariffs issued originally as effective August 1st, 1911. The first hearing upon this matter was held at the State House, at Trenton, New Jersey, on September 5th, 1911. The following carriers interested were represented by counsel:

Pennsylvania Railroad Company.
Erie Railroad Company.
New York, Susquehanna and Western Railroad Company.
Lehigh Valley Railroad Company.
Central Railroad Company of New Jersey, and the
Philadelphia and Reading Railway Company.

Testimony was submitted by the companies, and further consideration of the matter was postponed until September 12th, 1911. On September 12th, 1911, the hearing set for that day was postponed until September 26th, 1911. Again on September 26th, 1911, further hearing in the matter was postponed until Friday, September 29th, 1911. On the last-named date the order was entered continuing the earlier order of suspension of increased rates until October 28th, 1911, but the general question of the justice and reasonableness of the tariffs which were to have been modified by the tariff effective August 1st, 1911, was not canvassed. This record of the adjournments of the proceedings is submitted in order to make clear the conclusions of the Board in the matter, and the Board's understanding of the status of the two related inquiries. These conclusions are as follows: *First,* inasmuch as no public utility (P. L. 1911, Chapter 195, III, 18 (a),) may "make, impose or exact any unjust or unreasonable * * * rate;" and inasmuch as said increases have not been shown by the companies to be just and reasonable to the satisfaction of this Board, the companies failing, in the judgment of the Board, to sustain the burden of proof imposed on them by the statute, the Board finds and determines the increases made by the companies, respectively, to be unreasonable and unjust, as indicated in the decision made public October 27th, 1911; and that, therefore, said proposed increases may not be made, imposed or exacted by the companies, unless approval of them, or any of them, is given hereafter by this Board. *Second,* the entire question of the justice and reasonableness of

existing intrastate tariffs, applicable to New Jersey, and intended to be modified by the tariffs filed with the Interstate Commerce Commission, effective August 1st, 1911, is still *sub judice* before this Board, and may be proceeded with upon due notice to the company or companies affected at any time.

Dated October 27th, 1911.

DISAPPROVAL OF INCREASES.

In the above-entitled proceeding the Board of Public Utility Commissioners, after due hearing accorded therein to the Pennsylvania Railroad Company, the Philadelphia and Reading Railway Company, the Erie Railroad Company, the New York, Susquehanna and Western Railroad Company, the Central Railroad Company of New Jersey and the Lehigh Valley Railroad Company, respectively, and after due consideration of the testimony and data adduced by said companies respectively therein, determines that the said companies respectively have each failed to bear the burden of proof to show that the increases in existing rates for the transportation of passengers between points in the State of New Jersey made by said companies, respectively, by the tariffs filed by them respectively with the Interstate Commerce Commission, effective August 1st, 1911, are reasonable and just; and further determines that it is not satisfied that said increases, respectively, are reasonable and just; and further determines that said increases are unreasonable and unjust.

Upon such determination the Board of Public Utility Commissioners hereby disapprove said increases promulgated by said companies respectively.

Dated October 27th, 1911.

In Re Carl S. Crispin vs. Woolwich Water Company, Contesting the Company's Right to Charge a Meter Rental in Addition to a Fixed Maximum Rate. — **MEMORANDUM.**

Carl S. Crispin, in person.
Merritt W. Pharo, for the Company.
Hearing September 19th, 1911.

The complainant is a customer of the Woolwich Water Company, and avers its charges are excessive and unjust. In particular he complains of being required to pay an annual meter rent of one dollar in addition to the rate stipulated in the ordinance of the township of Woolwich, county of Gloucester, for water when metered. Said ordinance was passed February 23d, 1901. It provided, *inter alia,* that "The maximum rate to be charged consumers in said town shall not be greater than the schedule submitted to and approved by the township committee of said township at the time of giving this consent," which is as follows:

First faucet, per annum,	$6 00
Each additional faucet, per annum,	2 00
Wash stand, hot and cold, per annum,	1 00
Water closet, self-closing, per annum,	5 00
Water meter, allowing 30,000 gals. per annum,	12 00
Water meter, each additional 1,000 gallons, per annum,	25

The ordinance, by implication, gives the consumer the option of taking water at flat rates or at metered rates. If metered service costs the consumer less than the flat rate service, the consumer who has a meter installed is entitled on paying the lower rate to the saving made. This saving cannot be made the ground for requiring him to pay meter rent in addition, unless such additional payment is permitted by the ordinance. It is, therefore, unnecessary to discuss one issue raised as between complainant and respondent whether meters installed operate to the benefit of one party or the other. The ordinance is silent as to any charges for metered service except the maximum, as it is termed, of $12 per annum, allowing the consumption of 30,000 gallons, and 25 cents for every thousand gallons in excess. The

company claims that it was originally "verbally agreed that the subscriber furnish his own meter," and that this was "such a universal custom that no thought was entertained of the necessity of embodying it in the franchise." The company also claims that the meter is as much a part of the consumer's "plumbing fixtures as a faucet, bathtub or water closet."

To these contentions it ought to be said, by way of reply, that so important a matter as the responsibility for installing meters and paying for the same ought not to be left to "verbal agreement," and that the silence of the ordinance in this matter, taken in connection with the ordinance's explicit proviso for maximum metered service should lead to the strict construction of the maximum as an all-inclusive maximum. The better and more modern practice is for the company to provide meters as a part of its apparatus, and to include in a minimum (or maximum) a fair return upon this part of its investment as well as upon its general pumping apparatus and large supply mains. It cannot be reasonably maintained, as the respondent attempts, that a water meter is like a bathtub, merely a part of the consumer's "plumbing fixtures." The company is vitally interested in the accuracy of the meter, and thus is bound in reason to make provision of such apparatus as stands as its representative on the ground.

The character of "minimum" (or "maximum") charges has been examined by this Board in the case of *Chalmers* v. *Wildwood Water Works Company* (decision and order entered October 10th, 1911); and the principles there enunciated, pages 5 and 6, seem applicable to the present case. It is there said, *inter alia*, of a minimum proviso which is akin to the so-called maximum in the present case that * * * "The minimum proviso is thus a protection to the company and to the small consumer as well. It is the most that the least consumer must contribute to the company, and it is the most that the company may exact from the least consumer."

> "If this be the case, it is clear that the second object to be secured by the minimum proviso will be rendered quite nugatory, if the company under guise of a meter rent or of any other extra charge for the use of special apparatus * * * may advance the stipulated minimum to the consumer."

The same decision and order, page 9, recites, as a general rule of policy, that "a minimum charge is to be an all-inclusive minimum," and the same rule is applicable to a so-called maximum. Unless by explicit and clearly demonstrable contract or agreement the company's right to super-add an annual meter rent to a fixed minimum or maximum rate or charge can be shown, the Board, as a matter of public policy, and with the intent of minimizing possible points of controversy between water companies and their patrons, will deny such right. The Board of Public Utility Commissioners in this case ORDERS that the Woolwich Water Company shall cease to make, impose or collect an annual meter rent in addition to the maximum charge permitted by the above-mentioned ordinance, and shall hereafter desist from making, imposing or collecting such annual meter rent.

The other ground of complaint, that the minimum is collected half-yearly in advance, is DISMISSED, such advance collection not being found unreasonable.

Dated November 3d, 1911.

In Re Investigation as to Justice and Reasonableness of Rates of Lambertville Gas Light Company for Gas. } **ORDER.**

The Board of Public Utility Commissioners having, on its own motion, called a hearing on the question of the justice and reasonableness of the existing schedule of rates of the Lambertville Gas Light Company for gas, as the result of such hearing and examination, and report by its inspectors,

HEREBY ORDERS, that the investigation as to the justice and reasonableness of rates of the Lambertville Gas Light Company for gas be and the same is hereby discontinued, to be resumed by the Board when, in its opinion, further investigation is required.

IT IS FURTHER ORDERED, that a memorandum of the Board, entitled "In re investigation as to justice and reasonableness of rates of Lambertville Gas Light Company for gas," which memorandum was adopted November eighth, nineteen hundred and eleven, be furnished to the said company, and the Board

HEREBY RECOMMENDS to the Lambertville Gas Light Company that it make a careful study of the conditions under which its operations are now conducted with a view of ascertaining what improvements, if any, can be made which will lead to ultimate economies.

Dated November 8th, 1911.

In Re Investigation as to Justice and Reasonableness of Rates of Lambertville Gas Light Company for Gas. } **MEMORANDUM.**

This is an investigation by the Public Utility Commission, on its own motion, of the rates charged for gas by the Lambertville Gas Light Company.

In this proceeding notice was served upon the Lambertville Gas Light Company requiring it to furnish certain information which was to include an inventory and an appraisal of its property and to include further a general statement of revenue and operating accounts. This information was filed with the Board on August 22d, 1911.

VALUATION: The vluation placed by the company upon its property is $75,875, and an inventory has been made by the inspectors of the Board, acting independently, which checks within a very small amount of the total given by the company. This inventory is included herewith and given as Exhibit "A."

FINANCIAL DATA: The information furnished by the company in regard to revenues and operating expenses has been checked by the accountant of the Board and found to be correct.

SERVICE: The service furnished by the company has been investigated by the inspectors of the Board. The gas is found to contain about 640 B. t. u. cubic feet, this being an average of several tests which did not vary but a very slight amount. While this heating value is high compared with the standards for this service, the figure is somewhat low when it is taken into consideration that the small coal-gas plant usually supplies gas of a higher calorific value. This matter will be referred to later. The test for candle power showed a comparatively low value, but on checking the result it has been considered necessary to repeat

the photometer tests before definite conclusions can be drawn. Tests made of the pressure show that adequate pressure is being maintained. In general, no fault is to be found with the service furnished, excepting that it is probable that some increase in calorific value may result from improvements in operating methods.

TABLE I.

BALANCE SHEET

	Apr. 1, 1906.	*Apr. 1, 1911.*	*Increase or Decrease.*
Assets:			
Plant,	$70,339	$75,875	I. $5,536
Houses,	5,000	5,000	
Investments,	2,500	1,000	D. 1,500
Cash,	901	738	D. 163
Total,	78,740	82,613	I. 3,873
Liabilities:			
Stock,	30,000	30,000	
Mortgage,	4,000	4,000	
Note,		500	I. 500
Surplus,	44,740	48,113	I. 3,373
Total,	$78,740	$82,613	I. $3,873

It will be noted that the company started business with an authorized capital stock of $30,000, of which $15,000 was issued at once. The last of this stock was issued about 1870, at which time it is reasonable to assume that there was plant representing the whole amount of capital then outstanding. Since that time the following condition is seen:

Plant, 1870,	$30,000
Plant, 1911,	75,000

Increase since 1870 (40 years) $45,000, or about $1,100 per year, which has been put into the plant from earnings. However, this may be still further divided into two periods of thirty-five years and five years, respectively. The increase for the past five years has only been $3,400. Subtracting this from $45,000 shows an increase in plant value for the period from 1870 to 1906 of $41,600, or $1,188 per year. Contrasted with this, the increase in plant value for the past five years is only $680 per year. It is probable that the comparison should properly be made between

periods of approximately thirty years and ten years, respectively, as the turning point in the company's prosperity came when the electric light company commenced to take away the customers from the gas company. The increase in the use of gas for heating and cooking has, of course, tended to counteract the influence of the substitution of electricity for gas for lighting, but not sufficiently to enable the company to continue its previous prosperous career.

The information filed by the company includes the revenues and expenses for each year from 1907 to 1911, taking as a fiscal year the twelve months ending March 31st. From this information, which has all been checked by the accountant of the Board, statements have been evolved, given in Tables II, III and IV—Table II giving the operating revenues, Table III the operating expenses, and Table V showing the distribution and disposition of the net revenue.

TABLE II.

OPERATING REVENUES.

(Year Ended March 31st.)

	1907.	*1908.*	*1909.*	*1910.*	*1911.*	*Average.*
Gas Sales, ...	$7,435	$7,655	$7,184	$7,281	$7,635	$7,438
Residuals, ...	488	572	773	705	348	577
Profit on Sale of Appliances, ...	....	....	....	....	....	6
Total, ...	$7,923	$8,227	$7,957	$7,986	$7,983	$8,201
Average Gross Revenue per M. Cubic Feet, ..	$1.94	$2.10	$2.08	$2.06	$1.97	$2.03
Average Gas Revenue per M. Cubic Feet, ..	$1.82	$1.96	$1.87	$1.88	$1.89	$1.88

TABLE III.

OPERATING EXPENSES.

	1907.	*1908.*	*1909.*	*1910.*	*1911.*	*Average.*
Coal, ...	$2,081	$2,603	$2,633	$2,092	$2,296	$2,341
Labor, ...	1,785	1,800	1,818	1,902	1,890	1,839
Repairs, ...	512	167	114	30	534	272
Salaries, ...	810	842	830	832	814	824
Sundries, ...	386	766	420	503	521	519
Taxes, ...	532	537	533	534	539	535
Total, ...	$6,106	$6,715	$6,348	$5,893	$6,954	$6,330
Average per M. Cu. Ft. of Gas Sold, ...	$1.49	$1.72	$1.65	$1.52	$1.63	$1.60

TABLE IV.

	1907.	*1908.*	*1909.*	*1910.*	*1911.*	*Totals.*
Net Revenue, ...	$1,817	$1,512	$1,609	$2,093	$1,389	$8,420
Rent of Houses, ...	294	165	307	351	339	1,456
Interest on Water Co. Bonds, ...	125	125	125	100	50	525
Gross Income, ..	$2,236	$1,802	$2,041	$2,544	$1,778	$10,401
Interest, ...	189	214	219	199	180	1,001
Net Income, ...	$2,047	$1,588	$1,822	$2,345	$1,598	$9,400
Dividends, ...	1,200	1,200	1,200	1,200	1,200	6,000
Surplus, ...	$847	$388	$622	$1,145	$398	$3,400

It will be noted that the revenue of the company is augmented by the rents of houses and interest on bonds of other companies. The last two items are from investments which the company thought proper to make with some of its surplus earnings. It will be noticed also from the balance sheet that there is a mortgage of $4,000, which it is understood, however, applies only to the houses which the company has for rent.

It has been ascertained from an examination of the books of the company that it was formerly able to pay 6%, and at a later time 7% on its capital stock, but that for some years past it has been able to pay but 4% on the capital stock of $30,000.

It will be noticed from the balance sheet, Table I, that while the capital has remained the same, that is, $30,000, since 1870, the property has grown in value until it is now worth approximately $75,000, showing an increase of about $45,000. If we proceed on the 70% theory, in which the property is assumed to be kept up to a value of 70% of the cost to reproduce it new, its reproduction value, taken at any time, would include the amount set aside for the depreciation fund, if the allowance for depreciation is invested in making extensions to the property. If these deductions are correct, the proper capital stock which ought to be outstanding against this property, and upon which the company should be entitled to earn, for dividend purposes, would be 70% of $75,000, which is approximately $54,500. The balance of the value which is found in the plant to-day properly belongs to the depreciation fund, and upon that also the company would be entitled to earn, but such earnings, if received, should not be

paid out in dividends, but should be added to the depreciation fund.

TABLE V.

$1,684—Average Net Revenue—2.3% of Average Cost of Plant.
1,462—Depreciation @ 2% of Average Cost of Plant.

$222—Average Net Earnings—0.3% of Average Cost of Plant.

Table V shows the average net revenue for the past five years, which is an average of 2.3% on the average cost of plant for the period. With depreciation deducted, the amount earned by the company, available for dividends, amounts to 0.3% of the average cost of plant.

It should be noted further that the company has been paying 4% dividend on the amount of the capital stock, which is very much less than the value of the property as found to-day. The conclusion which is to be drawn from the above is that no change can be made in the price of gas based on the present operating conditions.

Some inquiry is pertinent, however, as to the relative efficient in the production and distribution of gas by this company, making comparisons with other companies operating under somewhat similar conditions.

The following tables, Nos. VI and VII, give an analysis of the manufacturing costs in the Lambertville plant and that of the Salem Gas Light Company, the reasonableness of whose rates have been recently investigated by the Board:

ANALYSIS OF COSTS—LAMBERTVILLE GAS LIGHT CO.

TABLE VI.

Year Ended.	*Coal.*	*Labor.*	*Repairs and Renewals.*	*Salaries.*	*Sundries.*	*Total.*
Mar. 31, 1907,..	$2,081	$1,785	$512	$810	$386	$5,574
" " 1908,..	2,603	1,800	167	842	766	6,178
" " 1909,..	2,633	1,818	114	830	420	5,815
" " 1910,..	2,092	1,902	30	832	503	5,359
" " 1911,..	2,296	1,890	534	814	521	6,055
Total, ...	$11,705	$9,195	$1,357	$4,128	$2,596	$28,981
Average per M. Cu. Ft. Sold,	59c.	46.07c.	6.09c.	20.09c.	13.02c.	$1.47

ANALYSIS OF COSTS—SALEM GAS LIGHT CO.

TABLE VII.

Year Ended.	*Coal.*	*Labor.*	*Repairs and Renewals.*	*Salaries.*	*Sundries.*	*Total.*
1906, ...	$4,311	$2,847	$2,105	$1,800	$524	$11,587
1907, ...	5,109	2,987	2,240	1,800	537	12,673
1908, ...	5,555	3,565	1,901	1,800	272	13,096
1909, ...	6,056	4,266	2,023	1,920	314	14,579
1910, ...	6,719	4,582	2,063	1,920	290	15,574
Total, ...	$27,750	$18,247	$10,332	$9,240	$1,937	$67,509
Average per M. Cu. Ft. Sold,	36c.	24.02c.	13.07c.	12.03c.	2.06c.	89.06c.

In studying these comparative figures it should be remembered that the gross income at Salem is approximately three times that in Lambertville, so that an exact comparison cannot be made. Both plants are straight coal-gas plants, operating, so far as manufacturing is concerned, under much the same general conditions. About the same amount of labor is required in the operation of each, and the unit cost for labor would therefore be higher in Lambertville than in Salem. It would appear that, under efficient operation, there ought not to be such a great variation in the unit cost for coal in these two plants. Some further comparison with figures obtained from annual reports in other States indicates that the Salem plant is operating at a very high efficiency, and that the efficiency of the plant at Lambertville is not quite as high as is obtained in plants of similar size in other States.

While the figures shown in Tables VI and VII are not conclusive, possibilities with regard to efficiency are that some improvements could be made in the manufacturing costs in the Lambertville plant.

It is known that the station meter is not registering within a wide percentage of accuracy, and it should be overhauled in order that the information obtained from it can be used in studying the operating conditions.

The only figure which is reasonably correct at the present time with regard to quantity of gas is the figure concerning the gas sold to consumers. Having this information available, it will then be possible to make a study of the subject of leakage.

The investigation as to the justice and reasonableness of rates of the Lambertville Gas Light Company for gas will be discontinued, to be resumed by the Board when, in its opinion, further investigation is required. A copy of this report will be sent to the Lambertville Gas Light Company with the recommendation that the said company make a careful study of operating conditions with a view of ascertaining whether improvements can be made which would lead to ultimate economies.

An order will be so entered.

Dated November 8th, 1911.

EXHIBIT "A."

Land,	$7,500
General Structures,	750
Works and Station Structures,	8,216
Holders,	10,000
Furnaces, Boilers and Accessories,	375
Benches and Retorts,	6,750
Purification Apparatus,	2,400
Accessory Equipment at Works,	1,025
Trunk Lines and Mains,	19,330
Services,	6,840
Meters,	5,900
Gas Tools and Implements,	250
Inventory of Stock,	650
Engineering and Superintendence,	6,430
Total Cost to Reproduce,	$76,416

In Re Investigation as to Justice and Reasonableness of Rates of Salem Gas Light Company for Gas. } **ORDER.**

Hearing having been held in the above-entitled proceedings and revised schedule of rates for gas having been, in the course of such hearing, submitted by the Salem Gas Light Company, and the Board of Public Utility Commissioners having, as a result of investigation and such hearing, determined that such revised schedule of rates is just and reasonable, now, therefore,

IT IS ORDERED, that the Salem Gas Light Company hereafter, and until the further order of this Board, observe the following as the schedule of maximum rates to be charged by it for gas, which rates are hereby fixed as just and reasonable:

The gross rate to be one dollar and fifty-five cents per one

thousand cubic feet, subject to a discount to be allowed as follows:

To consumers of less than ten thousand cubic feet per quarter, ten per cent. discount.
To consumers of between ten thousand cubic feet and twenty thousand cubic feet per quarter, fifteen per cent. discount.
To consumers of between twenty thousand cubic feet and fifty thousand cubic feet per quarter, twenty per cent. discount.

Gas supplied by pre-payment meters to be charged for at one dollar and forty-five cents per thousand cubic feet. Every consumer of this company shall have the right to demand the regulation, ordinary type of meter, upon complying with the company's rules and regulations regarding deposits and payment of bills.

This order shall take effect November 28th, 1911.

Dated November 8th, 1911.

In Re Investigation as to Justice and Reasonableness of Rates of Salem Gas Light Company for Gas. } **MEMORANDUM.**

This is an investigation, on its own motion, by the Board of Public Utility Commissioners, of the rates charged for gas by the Salem Gas Light Company. In the course of its investigation the Board has given consideration to statements contained in a petition submitted to the City Council of Salem in regard to rates and service of the Salem Gas Light Company, which petition was referred by a committee of said Council to this Board. Notice was served upon the company to furnish information which would include an inventory and appraisal of the property and certain items of information concerning the financial history of the company. As experience had shown that many of the small companies were unable, without assistance, to get together the information required by the order, the statistician and accountant of the Board, Mr. Lyon, was sent to Salem to assist the secretary of the company in compiling the necessary data.

Two inspectors, with the necessary apparatus, were also sent to Salem to investigate the quality of the service furnished by the company. This investigation included the determination of the

heating value of the gas, the candle power of the same, and a recording pressure gauge was set up, which was operated for several days by means of which charts were obtained showing the variation in pressure from time to time.

The inspectors engaged on the investigation of the service, Messrs. Irving and Ingham, also prepared a complete inventory of the property of the company.

On August 15th and 16th, 1911, an examination of the books of the Salem Gas Light Company was made at the latter's office in Salem, New Jersey, from which were obtained the figures shown in the several tables accompanying this report. In Table I are shown the operating revenues, operating expenses and revenue deductions during each of the last five years ended November 30th, and in Table II a balance sheet at the beginning and at the close of the period, showing the amount of increase or decrease in each item.

It will be noted that on both December 1st, 1905, and on December 1st, 1910, there were, strictly speaking, no liabilities, *i. e.*, no debts of the company outstanding, the only two items appearing on the liabilities side of the balance sheet being capital stock and surplus, which indicates that all funds necessary for building, extending and running the plant were obtained entirely from the sale of stock and from earnings.

HISTORY.

The Salem Gas Light Company was incorporated by special act of the Legislature March 2d, 1854 (P. L. 1854, p. 162). The period for its existence was placed at thirty years, which expired on March 2d, 1884. On October 4th, 1883, the corporate existence of the company was extended for a further period of fifty years, dating from March 2d, 1884.

The Salem Gas Light Company has had an uninterrupted existence under the same name and without any changes by consolidation or merger with other companies.

The company began business with a capital stock of $30,920, par value, which represents the original cost of the plant. Dur-

ing the following fifty years there had been spent on the plant out of earnings an amount sufficient to make the cost of plant at the close of 1904 approximately $68,300, or more than double the capital stock. In 1905 there was declared a stock dividend of 100%, it being considered that if the entire net earnings during the period had been paid to the stockholders in dividends, an amount at least equal to the par value of the original stock issue would have been obtained from the sale of new stock or by the issue of bonds in order to make the necessary extensions to the plant.

An effort was made to find out from the books of the company how much had been paid out in dividends during this period in which there had been spent on additions to plant out of earnings an average per year approximately equal to 2% of the capital stock, but prior to 1890 complete data was not obtainable. From 1890 to 1905, prior to the increase in capital stock, there had been paid out in dividends an average of 8.63% per year on the original investment, but quite likely not all of the dividends paid out were earned during this period, as there was a special dividend of 15% in 1899 and one of 20% in 1901 paid out of accumulated earnings. Prior to 1890 the records were not readily available, but in one of the older books an entry was found showing that the thirty-ninth semi-annual dividend had been paid in 1881, amounting in that year to 3% on the capital stock, or 6% per annum. The inference would therefore seem to be justified that prior to 1906 the stockholders had received, either in cash or in new stock, an amount which averaged a fair return on the original investment, and hence during the past five years they were not entitled to more than a fair return on the then investment, as deficiencies in earnings in prior years had been fully made up.

At the time when the capital stock was doubled, in 1905, the price of gas was reduced from $2.00 to $1.60 per thousand cubic feet, which is the present gross price charged consumers, with a discount for prompt payment of 10% per quarterly consumption under 10,000 feet, 15% per quarterly consumption between 10,000 and 20,000 feet, and 20% discount for quarterly consumption of more than 20,000 feet. During the past five years the

average amount earned by the company from sales of gas was $1.40 per 1,000 feet of gas sold. The average operating expenses plus an allowance of 3% of the cost of plant for depreciation amounted to approximately 95c. per thousand cubic feet of gas sold after deducting 15c. as the average amount received from the sale of residuals. Subtracting 95c. from $1.40 leave 45c. as the average profit per thousand cubic feet of gas sold during the period.

From this profit the company was enabled to pay 5% dividends on the doubled capital stock in 1906 and 1907, 8% in 1908 and 10% during the last two years. After the payment of these dividends there has been left an average surplus of $1,640 per year, amounting to 2.65% of the capital stock, which makes the average net return on the latter during the past five years 10.25%.

In Table III are shown the cost of plant and working capital (*i. e.,* cash and materials on hand) at the beginning and at the close of each of the past five years ended November 30th, and the average during the year. There are also shown for each year the net revenue and the net earnings after deducting from net revenue an allowance of 2% on the cost of plant for depreciation. Such an amount invested at 5% compound interest would in twenty-five years yield an amount equal to the cost of the plant. In the last column of the table is shown the percentage earned on the capital invested, *i. e.,* the cost of plant plus working capital. In 1906 the percentage was 5.6%; in 1908, 9.3%; in 1910, 8.5%; the average for the entire five years being 8.2%.

If the price of gas had been 5c. less per thousand cubic feet during this period the average net earnings, based on actual sales, would have amounted to 7 1-3% of the capital invested. In 1910 the net earnings would have amounted approximately to 7 2-3% of the average capital invested during the year, and if the average annual increase in sales during the past five years is maintained, will, at such reduced price, amount to the same percentage in 1911.

Table IV is a summary of the inventory made by the inspectors, showing that the total cost to reproduce the property is about $98,000. This corresponds very closely to the value of

the plant found in the examination of the books by the accountant and shown in Table II, first item, third column. On the books of the company the value of the plant is carried at $98,300. From this the accountant has deducted the sum of $2,500, which, it is definitely known, was expended for replacements, leaving a value of $95,800 as the proper cost of plant.

In five years' time (1905 to 1910) extensions to the value of $24,318.10 were made, all but $4,310.19 being taken from earnings during the period. The sum of $4,310.19 was received from the sale of investments belonging to a reserve fund which had been accumulated from earnings.

The first point to determine is the amount on which the company is entitled to earn a return. We have seen above that the cost to reproduce the property is approximately $98,000. With the exception of a sum of $4,538.33, which is invested in outside securities, there is no depreciation fund. As noted above, however, extensions have been made from income to the value of $24,000. On the theory proposed in the Cleveland Street Railway Franchise Agreement, the accrued depreciation amounts to 30% of the cost of the physical property. Applying this theory, the accrued depreciation would amount to 30% of $98,000, or approximately $29,400, which should be carried on the books as a depreciation reserve and deducted from the amount carried as surplus.

Considering the fact, however, that the depreciation in Table III is computed in a way which requires that interest be earned upon this reserve, the company is reasonably entitled to a return upon the cost of plant and working capital amounting to a total of $102,614.

However, before dividends are declared, an amount equal to 5% upon the depreciation fund invested in extensions of plant must also be set aside from the net earnings to the credit of the reserve.

With reference to investigation into the service furnished by the company, tests were made of the heating value of the gas on August 19th and 20th. Six tests made with a Hinman Calorimeter gave a calorific value for the gas of:

738 B. t. u.
725 " " "
721 " " "
728 " " "
731 " " "
729 " " "
Average 728–6/10 B. t. u.

These results are consistent, the highest being 1 2/10% above the average and the lowest 1% below. These results are corrected for temperature and pressure of the gas. As the standard proposed required an average of 600 B. t. u., it will be seen that the average calorific value of the gas supplied by the Salem Company is 21 4/10% above the average required by the standard.

Tests were also made to ascertain the candle-power, using a Sharp-Millar Photometer, tests being as follows:

Burner.	*Date.*	*Corrected Result.*
Argand F.	August 19th.	16.84 c. p.
Argand F.	August 20th.	16.85 c. p.
Argand D.	August 19th.	16.73 c. p.

These figures show a satisfactory condition with regard to candle-power, the gas supplied being a straight coal gas.

Upon arrival in Salem a recording pressure gauge was set up and charts taken for several days. These charts accompany the report and show that the pressure is ample in amount and that excessive variation does not occur at any time excepting between the hours of 10:30 A. M. and 12:30 P. M. A peculiar condition was discovered by means of the recording gauge, showing that a very rapid fluctuation was taking place, which, however, was too rapid to cause trouble in the flow of gas stoves or other heating appliances. This condition was entirely unknown to the company and is to be investigated as soon as possible by the representatives of the company.

Conclusions regarding service are that the heating value is far above standard; the illuminating value is satisfactory, the intention of the company being to supply approximately seventeen candle-power gas and the actual candle-power is but very little below this, and pressure variations are also within satisfactory limits.

Hearing was held on August 29th, at which both the company and the city of Salem were represented. The company accepted the valuation placed upon the property by the Board, and also submitted a schedule of rates involving a reduction in the gross rate from $1.60 to $1.55, present system of discounts to remain in force. It is the opinion of the Board that the revised schedule of rates is just and reasonable and should be established and for the present maintained.

An order will be so entered.

Dated November 8th, 1911.

SALEM GAS LIGHT COMPANY.

TABLE I.

Operating Revenues (Year Ended November 30th).

	1906.	*1907.*	*1908.*	*1909.*	*1910.*
Sale of Gas to Consumers,..	$16,559	$19,457	$21,354	$22,413	$24,130
Sale of Gas to Other Cos.,*...	337	375	390	337	389
Sale of Residuals, ...	1,859	1,995	2,324	2,743	2,309
Total, ...	$18,755	$21,827	$24,068	$25,493	$26,828

Operating Expenses and Revenue Deductions.

	1906.	*1907.*	*1908.*	*1909.*	*1910.*
Coal, ...	$4,311	$5,109	$5,555	$6,056	$6,719
Salaries, ...	4,647	4,787	5,365	6,186	6,502
Repairs and Renewals, ...	2,105	2,240	1,901	2,023	2,063
Sundires, ...	524	537	275	314	290
Total Operating Expenses,.	$11,587	$12,673	$13,096	$14,579	$15,574
Taxes, ...	718	800	992	969	973
Unpaid Bills, ...	605	266	371	285	336
Total, ...	$12,910	$13,739	$14,459	$15,833	$16,883
Net Revenue, ...	$5,845	$8,088	$9,069	$9,660	$9,945
Income from Investments, ...	532	515	494	567	607
Gross Income	$6,377	$8,603	$10,563	$10,227	$10,552
Interest on Loan, ...	10	....	....	....	....
Net Income, ...	$6,367	$8,603	$10,563	$10,227	$10,552
Dividends, ...	3,092	3,092	4,947	6,184	6,184
Surplus, ...	$3,275	$5,511	$5,616	$4,043	$4,368

*Gas Sold to Welsbach Street Lighting Company for municipal street lighting.

SALEM GAS LIGHT COMPANY.

TABLE II.

Balance Sheet.

Assets.	*Dec. 1, 1905.*	*Dec. 1, 1910.*	*Increase or Decrease.*
Cost of Plant,	$71,482 55	$95,800 65	I. $24,318 10
Reserve Fund (Investments),	8,848 52	4,538 33	D. 4,310 19
Materials,	1,521 62	2,201 13	I. 679 51
Cash,	4,912 23	4,612 55	D. 299 68
Total,	$86,764 92	$107,152 66	I. $20,387 74
Liabilities:			
Stock,	$61,840 00	$61,840 00	
Surplus,	24,924 92	45,312 66	I. 20,387 74
Total,	$86,764 92	$107,152 66	I. $20,387 74

TABLE III.

Year Ended	Cost of Plant and Working Capital.	Average During Year.	Net Revenue.	Depreciation.	Net Earnings.	Per Cent. of Capital Invested.
Nov. 30, 1905, ..	$77,918					
Nov. 30, 1906, ..	80,640	$79,279	$5,845	$1,400	$4,445	5.6
Nov. 30, 1907, ..	84,475	82,558	8,088	1,458	6,630	8.0
Nov. 30, 1908, ..	89,983	87,229	9,609	1,520	8,089	9.3
Nov. 30, 1909, ..	92,348	91,165	9,660	1,610	8,050	8.8
Nov. 30, 1910, ..	102,614	97,481	9,945	1,647	8,298	8.5
Average, ...	$87,540	$87,540	$8,629	$1,527	$7,102	8.2

SALEM GAS LIGHT COMPANY.

TABLE IV.

Land,		$2,400 00
General structures,		2,490 00
General equipment,		750 00
Works and station structures,		6,700 00
Holders,		25,160 00
Furnaces, boilers and accessories,		450 00
Engines,		200 00
Miscellaneous,		1,300 00
Benches and retorts,		4,520 00
Purification apparatus,		3,200 00
Accessory equipment at works,		720 00
Trunk lines and mains,		15,660 00
Services,		9,710 00
Meters,		8,980 00
Gas tools and implements,		500 00
Inventory of stock,		4,360 00
		$87,100 00
Engineering and superintendence, 12%,		10,500 00
Total cost to reproduce,		$97,600 00

In the Matter of the Complaints of Cochran, Drugan and Company vs. The Trenton and Mercer County Traction Corporation, and F. C. Leaming, et als., vs. Trenton and Mercer County Traction Corporation, Regarding Rates of Fare Alleged to be Undue and Discriminatory.

MEMORANDUM DISMISSING COMPLAINTS.

ABSTRACT OF THE DECISION.

1. Differences in the lengths of rides afforded upon different lines of the same company for a single fare are not necessarily discriminatory.

2. One circumstance which may warrant the disparity in charge is the greater density of traffic upon lines affording the longer ride for a single fare.

3. In case of doubt based upon past experience in operation, as to whether earnings suffice to provide for operating costs and a fair return upon actual investment, lower rates ought not, as a rule, to be imposed, unless their probable effect will be to stimulate the demand for service sufficiently to offset the reduced price per unit.

A. Cochran, Sr., for Cochran, Drugan and Company.
Rankin Johnson, for the Traction Corporation.
Hearing June 27th, 1911.
F. C. Leaming and A. B. Nelson, for F. C. Leaming et al.
George W. Macpherson, for the Traction Corporation.
Hearing July 18th, 1911.

The Complainants, Cochran, Drugan and Company, are manufacturers of sanitary ware. Their plant is located in Hamilton township, about three-quarters of a mile beyond the city limits of Trenton, upon the Hamilton Square line of the respondent.

F. C. Leaming, and the complainants associated with him, are property owners along the Ewingville and Trenton road, reached by the Pennington avenue line of the respondent. Common to both complaints is the fact that two fares are required from points within the city of Trenton to reach the plant or property of the complainants. Both complainants cite the fact that the Trenton and Mercer County Traction Corporation upon some or on all of their other lines carry passengers a considerably longer distance for a single fare than said corporation does upon

the line reaching Cochran, Drugan and Company's plant, or upon the line affording access to the property of Leaming et al. Both complainants cite in particular the fact that from the corner of Broad and State streets, the Company, for a single fare, transports passengers upon the Yardville line, as far as White Horse. It is alleged that upon this particular line, and upon other lines where corresponding conditions prevail, passengers are carried a much longer distance for a single fare than upon the line to the properties of the complainants.

The allegation of longer rides for a single fare upon other lines branching out from the corner of Broad and State streets is not denied by the Company.

This Board, before it could properly issue an Order, such as that desired by the complainants, must be satisfied:

(1) That there are no circumstances to warrant the disparity in charges complained of; and

(2) That the loss in revenue to the company will not tend to deprive it of a fair return for its services and upon its investment.

When different lines radiate from a common center, and traverse districts differently circumstanced as to population, it does not necessarily follow that the same maximum length of trip ought to be afforded for a single fare. In addition to distance, the density of traffic afforded by the various districts must also be taken into consideration. In a populous district, like that of a compact city, the carrier can afford to provide a comparatively long ride for a single fare. The reason is because relatively few in such a district will ordinarily ride the maximum distance, and because for every one who does so ride the maximum distance, there will be very many more who ride only a few blocks. In short, in a compact city district the carrier can afford to offer a ride for a long distance for a single fare, because so few will avail themselves of the opportunity. With relatively few riding over the entire length of the fare zone, and with relatively many riding but a short distance, the average rate per car mile may prove remunerative; while on the other hand, if the region which a traction company penetrates is one sparsely settled and thinly built up, there is no large number of "short riders" whose patronage can be counted on; and, if, in such a

district, the ordinary passenger is one who is carried for a considerable distance, the average amount received per car mile will be less than in a compactly built district, unless the average charge per mile is greater than in the district of compact population.

To a certain degree, it is true of the Hamilton Square line, and of the Pennington line, that the density of traffic is less than on the Yardville and on most of the other lines. The average revenue for the whole system ranges between 20 and 22 cents per car mile. A week's observations, from September 10th to September 16th, showed the receipts per car mile on the Hutchinson's Mills and Pennington avenue line to be as follows:

Sept. 10—14.9 cents.
Sept. 11—18.7 cents.
Sept. 12—17.5 cents.
Sept. 13—17.9 cents.
Sept. 14—16.9 cents.
Sept. 15—17.9 cents.
Sept. 16—20.8 cents.

The same observations, on the Hamilton Square and Pennington avenue line, showed the following results per car mile:

Sept. 10—12.9 cents.
Sept. 11—17.3 cents.
Sept. 12—15.4 cents.
Sept. 13—16.2 cents.
Sept. 14—17.9 cents.
Sept. 15—15.4 cents.
Sept. 16—21.9 cents.

The record for the same dates on the White Horse and Yardville line per car mile is as follows:

Sept. 10—28.0 cents.
Sept. 11—19.3 cents.
Sept. 12—18.1 cents.
Sept. 13—19.3 cents.
Sept. 14—18.1 cents.
Sept. 15—16.8 cents.
Sept. 16—27.3 cents.

The averages for the week are as follows:

Hutchinson's Mills and Pennington avenue line, per car mile, 17.8 cents.

Hamilton Square and Pennington avenue line, per car mile, 16.7 cents.

White Horse and Yardville line, per car mile, 20.9 cents.

Despite the longer maximum ride given for a single fare upon the Yardville line, it appears that the revenue per car mile on the Yardville line is greater than on either of the other two lines. So long, therefore, as the present system of a uniform fare per car zone prevails, instead of a mileage charge (which would involve a complete readjustment of traction company tariffs), it does

not appear that the present practice complained of is discriminatory.

In effect, the complainants are interested in having as low a mileage charge, on lines affording comparatively slight revenue, as on lines affording comparatively heavier revenue. But it does not appear that they are unjustly discriminated against in not obtaining equally low rates per mile.

While the comparative charges for distances traveled on the various lines may not be discriminatory when compared with each other, it remains to inquire whether a longer ride upon all of the lines ought to be furnished for a single fare. This raises the question whether the receipts now obtained by the company generally are excessive, as affording more than a fair return upon the cost of services rendered and upon the investment in the property.

To this inquiry the answer is that it cannot, with reasonable certainty, be said that the receipts will prove more than sufficient to cover cost of service and afford a reasonable profit on the investment. Until some further experience is had of the earnings of the lines only recently rehabilitated and still undergoing rehabilitation, and of the new cars only recently installed, it will not be possible to answer this query. The fact that various lines of the system have shown a paper profit in past years, and that dividends in recent years have been paid on outstanding securities, some of which represent no corresponding assets, is unfortunately no evidence that such profits were really earned or that such dividends were really derived from net profits. The Board is disposed to think that such dividends were, in large part, paid only by reason of a shortsighted and unjustifiable policy on the part of the company, and that if the various lines, and the property used in connection therewith, had been maintained in proper physical condition, the aforesaid dividends, or the greater part thereof, could never have been declared or paid.

In reality, they were paid, in large part at least, not out of income, but out of what should have been regarded as capital As the result of this policy the properties ran down, their physical efficiency was impaired, and their capacity to render adequate service to the public was reduced below a tolerable standard.

The record of dividend payments, therefore, in our judgment, is no evidence that high profits were really earned, but that maintenance and repairs were unduly neglected; that depreciation funds were not properly provided; obsolescence was not guarded against, and that many of the essentials of judicious and conservative management were long and unreasonably neglected.

In this posture of affairs the Trenton Street Railway Company, the Trenton, Hamilton and Ewing Traction Company, the Trenton, Pennington and Hopewell Street Railway Company and the Mercer County Traction Company, in the latter part of last year, applied for this Board's approval of the terms of leases of certain lines now operated by the Trenton and Mercer County Traction Corporation, and the Trenton Street Railway Company proposed at the same time to make an issue of $500,000 in bonds, a great part of which was requisite to provide for rehabilitation, the installation of new apparatus and the acquisition of new rolling stock. At this time the Board was not possessed of certain powers since conferred by statute, such as make necessary the Board's approval of the purpose for which securities are proposed to be issued. The Board was apprised by its Chief Inspector of Utilities that the reproduction value of the physical properties involved was about $2,600,000.

The following table gives the Chief Inspector's valuation attached to the four constituent concerns:

Trenton Street Railway Company,	$1,820,320
Trenton, Hamilton and Ewing Traction Company,	180,000
Mercer County Traction Company,	348,500
Trenton, Pennington & Hopewell Street Railway Company,	255,650
Total,	$2,604,470

Of the principal concern, the Trenton Street Railway proper, the Chief Inspector remarked that the cost to reproduce it "is about 61 per cent. of the total amount of securities issued against it," and that "the actual value of the system ought to be restored to a figure very close to the outstanding bond issue, if such a plan is feasible, which is very doubtful."

Under these circumstances, with the public suffering from lack of adequate service, the approval of the lease seemed the "shortest way through" to secure anything that looked like speedy

improvement in transportation facilities. The leases were accordingly approved, not that it was regarded as a normal and typical arangement, but because nothing else was in reasonable expectation. The Trenton and Mercer County Traction Corporation agreed, however, that five per cent. of its gross receipts should be set aside annually for depreciation. Even this is a wholly inadequate provision, in the long run, to take care of depreciation, not less than fifteen per cent. of the gross receipts being necessary, according to the Chief Inspector, for permanently assuring the integrity of the plant from the standpoint of efficiency. At the same time the five per cent. provision, while the roadbed, cars and other parts of the plant are new, will be some security against the rapid deterioration of the physical property.

From the proceeds of the bond sale certain essential betterments ordered by the Commission have been made, and others are in progress, while still others have been promised by the company. Twenty new cars, we are advised, have been put in commission; others have been ordered; and receipts have shown some considerable tendency to increase in correspondence with the additional facilities and equipment. It is, however, in our judgment, too soon to determine whether even now the net earnings will prove that the company is making an undue return upon the actual investment, when proper allowance is made for maintenance and depreciation.

The terms of the leases impose upon the lessee a growing annual payment, rising by degress annually from $157,450, in 1911, to $204,750, in 1930, and it is by no means certain that the earnings will properly provide money sufficient to pay the sums aforesaid. It is true that the company is justly entitled to earn only a fair return upon a fair valuation of the property, and not upon the capitalization which is very considerably in excess of the actual property. But until further experience has demonstrated that the earnings suffice to afford more than the company is fairly entitled to, this Board regards as premature any decision that the rates, as a whole, are excessive, or unjust, or that longer rides, generally, should be given for a single fare. The community is as vitally interested in adequate and efficient service

as in the matter of rates, or in the maximum length of rides, and a reduction in rates, if not justified by experience, would not prove to be in the interest either of the patrons of the company or of the company itself.

The complaints are DISMISSED, therefore, but without prejudice to reopening the questions involved should further experience demonstrate that the rates charged are either exorbitant or discriminatory.

Entered November 14th, 1911.

In the Matter of the Complaint of William Mungle vs. The Public Service Railway Company. } **MEMORANDUM DISMISSING COMPLAINT.**

ABSTRACT OF DECISION.

1. The power conferred by Chapter 195, P. L. 1911, upon the Commission to require public utilities to "comply with the laws of this State and any municipal ordinance relating thereto" must be construed in the light of the general purposes of the act.

2. Said power cannot reasonably be construed to cover cases where the alleged violation of statute or ordinance does not involve the essential functions, nature and service of a public utility.

3. Nor does the aforesaid power of the Commission enable it by indirection to extend its jurisdiction to matters not lodged by statute within the Commission's jurisdiction, nor to matters lodged in other departments of the government, State or federal.

Joseph G. Wolber, Esq., for the petitioner.

Frank Bergen and *L. D. H. Gilmour, Esqrs.*, for the respondent.

This case was presented before the Board of Public Utility Commissioners, on January 13th, 1911, at the Court House, in Newark, New Jersey. Testimony was taken and the matter was afterwards presented by oral argument, and afterwards briefs were submitted by both parties.

In essence, the complaint is that the Public Service Railway Company, successor in law and in fact to the Consolidated Traction Company and to the Newark and South Orange Street Railway Company, refuses to comply with certain ordinances of the City of Newark. Said ordinances required the two last-men-

tioned companies to sell tickets at certain stipulated prices for transportation between Newark, New Jersey, and the City of New York. The requirements in question apparently devolve upon the Public Service Railway Company which, by reason of sundry leases, consolidations and mergers, succeeded to the rights and duties of the two companies first accepting the benefits to them accorded by the ordinances in question.

Chapter 195, P. L. 1911, 17 (a), provides that "the Board shall have power, after hearing, upon notice, by order in writing, to require every public utility as herein defined:

(*a*) To comply with the laws of this State and any municipal ordinance relating thereto, and to conform to the duties imposed upon it thereby or by the provisions of its own charter, whether obtained under any general or special law of this State."

The complainant, apparently, under the above recited provision of the law, asks that this Board will require the Public Service Railway Company to perform the duties devolving upon it by reason of said ordinances, prescribing rates of fare between Newark, New Jersey, and New York City.

It is to be observed, in the first place, that many alleged failures of public utilities to comply with various statutes and ordinances are quite akin to alleged failures of individuals or ordinary corporations to make a similar compliance. Statutes exist forbidding false imprisonment and libel. It cannot with reason be contended that this Commission was ever expected or empowered to take cognizance of such cases, and to order public utilities guilty of these or similar offenses to desist therefrom and to conform with the laws forbidding the same.

Similarly, an ordinance, as for example, an ordinance governing the disposal of rubbish, may be defied by either a natural individual, an ordinary business corporation, or a public utility. But the obvious remedy for such a violation is to be sought in the ordinary legal tribunals, and not in proceedings brought before this Commission.

It does not, therefore, follow that this Board can or ought to take cognizance of every possible violation of law or ordinance, by a public utility, unless such violations are of a kind and char-

acter which intrinsically relate to the special nature, work and function of a public utility such as are indicated or implied in the statutes defining the powers and duties of this Commission.

It is true that this Commission is especially entrusted with supervision and power over rates and prices set by public utilities, so far as such rates and prices are intrastate in character. And if the complainant could show that the rates or prices, either granted or withheld, applied to transportation that is intrastate in character, it would be the duty of this Commission to take cognizance of the matter. Apparently, however, we are asked to find that even though the subject-matter in dispute involves interstate transportation, the power of the Commission to enforce compliance on the part of the public utility with ordinances should be exercised. With this contention we disagree. As we have intimated above, where the subject-matter of a contract between a public utility and a municipality consists of matters not specifically germane to the essential nature and function of a public utility, the municipality, if aggrieved by the utility's non-compliance with the contract, must apply to the courts for redress. And equally where the subject-matter of such a contract is removed beyond this Commission's inquiry and review, because the subject-matter of the contract, even though germane to the nature and function of a public utility as such, is territorially removed from the jurisdiction of this Commission, the municipality aggrieved must seek redress in the courts.

While this decision is based wholly on jurisdictional grounds, it may fairly be said *obiter* that a strong *prima facie* case is made out against the Public Service Railway Company's failure to comply with the obligation originally undertaken by the Consolidated Traction Company to establish and maintain an excursion fare to New York and return for twenty-five cents. It seems to us to be no sufficient answer for such failure to allege that the present ten-cent fare between Newark and Jersey City, coupled with the possibility of the passenger's buying from the Pennsylvania Railroad Company ten strip ferry tickets for a quarter, is tantamount to the pledge of the Consolidated Traction Company "to put in force a system of excursion tickets, good either way, between any part of Newark and the City of New York,

at and for the price of twenty-five cents for each ticket; all such tickets * * * to include ferriage between Jersey City and New York." Nor is the inability of the Public Service Railway Company to buy ferry tickets at low wholesale rates, as formerly, any reason for their discontinuance of an excursion rate which they were bound to maintain. It was their business, when they took over the obligation to make such an excursion rate, to look into the risk involved in the discontinuance of the sale of ferry tickets at low wholesale rates. Nor does the fact that only a small fraction of their passengers over the Plank Road or the Turnpike go over to New York by ferry alter in any degree the obligation to the Public Service Railway Company in this matter.

Much the same might be said of the discontinuance of the ten and twelve-cent fares between Newark and New York which the Public Service Railway Company assumed as an obligation devolving upon it from the absorption of the Newark and South Orange Street Railway Company into the Public Service system. In all these cases the *prima facie* obligation of the Public Service Railway Company seems to have been neglected. But in none of the cases has this Commission power to order specific performance; and the complaint is, therefore, DISMISSED.

Dated November 28th, 1911.

In the Matter of the Complaint of the New Jersey State Village for Epileptics vs. The Philadelphia and Reading Railway Company, Relating to Charges Made by Said Company for Placing Cars Upon a Siding Leading from the Main Tracks of Said Railway Company to the Buildings of Said Institution.

ORDER DISMISSING COMPLAINT.

The officials of the New Jersey State Village for Epileptics complain that the Philadelphia and Reading Railway Company make a charge of 25c. per ton, with a minimum charge of $4.75 per car, for placing cars upon the siding which leads from said railway company's tracks to the institution.

There is no disputation as to the facts involved. The Philadelphia and Reading Railway Company admits that it charges the rates set forth in the complaint. In justification for this charge the company presents an agreement made by the parties hereto, dated July 8th, 1908, and running for a period of five years. The rate of $3.75 per car was fixed by said agreement, and the Board is of the opinion that this contract is binding upon the parties, and the complaint is therefore DISMISSED.

Dated November 28th, 1911.

In the Matter of Reporting Accidents by Street Railway Companies. } **ORDER.**

Pursuant to the power conferred upon it by statute, the Board of Public Utility Commissioners, after hearing,

HEREBY ORDERS all street railway companies operating in the State of New Jersey, under privileges granted by the State, or by any political subdivision thereof, to report to it all accidents which may occur upon the properties of said street railway companies, or directly or indirectly arising from or connected with their maintenance or operation, as follows:

1. Every derailment of a street railway car, head-on or rear-end collision between such cars, which derailment or collision results in loss of life to any passenger or employee, or injury to any passenger or employee, of such a nature as to require that said passenger or employee be given immediate medical attention.

2. Every accident in which a wagon, carriage, automobile or other vehicle strikes or is struck by a street railway car, or in which a person traveling on foot is struck by such car, where the accident results in the death of any person or in injury to any person of the nature hereinbefore described.

3. Every derailment of a street railway car, head-on or rear-end collision between such cars, and every accident in which a wagon, carriage, automobile or other vehicle strikes a street railway car or is struck by such car, whether such accident is or is not attended by loss of life or serious inury, if, as a result of such accident, traffic on the street railway is delayed for more than thirty minutes.

All derailments of street railway cars, head-on or rear-end collisions between such cars, which derailments or collisions result in loss of life or such injury as is described hereinbefore, shall be reported at once by telegraph or telephone as herein provided, giving sufficient particulars to indicate the nature of the accident and place where it occurred.

All reports by telegraph or telephone shall be followed within twenty-four hours by reports by mail, giving particulars as called for by a form hereto attached, bearing the title "*Form of Accident Report for Street Railway Companies.*"

All reports of accidents required by this ORDER *and not included in accidents to be reported by telegraph or telephone shall be reported by mail within twenty-four hours after such accidents occur,* said reports to give particulars as called for by form hereto attached and hereinbefore referred to.

All reports of accidents required to be made by telephone or telegraph shall be made to the office of the Board of Public Utility Commissioners, at Trenton. In the event of such accidents occurring between the hours of 6 P. M. and 8 A. M., they shall not be reported by telephone, but by telegraph message addressed to the Board of Public Utility Commissioners, Trenton, New Jersey.

All reports of accidents made by mail shall be addressed to the Board of Public Utility Commissioners, Trenton, New Jersey.

This order shall take effect January 1st, 1912.

Dated November 28th, 1911.

STATE OF NEW JERSEY.

To the Board of Public Utility Commissioners:

FORM OF ACCIDENT REPORT—STREET RAILWAY COMPANY.

Name of corporation operating the road and making report, ...
Date and hour of Accident, ...
Precise location of Accident, ...
The number and description of the car or other equipment involved in the accident (this should state name and model of fender or wheel guard; name and model of brake and also of sand box equipment), ...
In case of rear-end collision state which type of markers (if any) were in use, also what spacing between cars is required, ...

Name of Motorman, ...
Name of Conductor, ...
Nature of Accident, ...
Number and names of passengers killed or injured, ...
.....
Number and names of other persons killed or injured, ...
.....
Names and occupations of employes killed or injured, ...
.....
Extent of physical damage to property and equipment, ...
.....
.....
Remarks: .....
.....
Signature and tile of person reporting.....
.....
Date, ...
.....
.....
.....

In the Matter of the Discontinuance of Use of the Pennsylvania Railroad Station in Jersey City by the New York, Susquehanna and Western Railroad Company. } **MEMORANDUM.**

Complaint was made to this Board on November 17th, 1911, by A. MacB. Stewart, of Hackensack, New Jersey, of the proposed abandonment by the New York, Susquehanna and Western Railroad Company of the Pennsylvania Railroad station in Jersey City. The complaint was accepted by the Board, and as the proposed change was to be made December 1st, 1911, the usual procedure under the Board's rules was suspended, and on the initiative of the Board, the hearing was expedited, and called for November 28th, 1911, at the State House, in Trenton. The original complainant, citizens from Paterson and Hackensack, and various municipal bodies, were represented at the hearing. Among the latter was the Board of Trade of Paterson, New Jersey. The Village of Maywood made also a formal protest, and various memorials and individual protests were made either in person or by written communications to this Board. The New York, Susquehanna and Western Railroad Company and the

Erie Railroad Company were represented by H. A. Taylor, Esq., counsel. Testimony was introduced by both complainants and respondent.

The inconvenience and loss entailed by the impending change of stations upon various persons and localities was outlined by witnesses, and is not denied by the Company. Such loss and inconvenience covers (1) inferior access to ferries; (2) inferior access to central business portion of Jersey City; (3) inferior access to trolley lines centering about the Pennsylvania passenger terminal in Jersey City; (4) inferior station facilities provided by the Erie Railroad Company at Pavonia Avenue; (5) inferior connections with the Pennsylvania Railroad and the Lehigh Valley Railroad to points in New Jersey. These and other disadvantages that will ensue to various persons and localities by the change of the passenger terminal of the New York, Susquehanna and Western Railroad Company are substantial and indisputable. The New York, Susquehanna and Western Railroad Company and the Erie Railroad Company aver that needed enlargements at the Pavonia Avenue station have been made to accommodate the increased traffic to be handled; that the running time of trains on the New York, Susquehanna and Western Railroad will be shortened to various points by a period ranging from two to six minutes; that no decrease in the number of trains is contemplated as the result of the change of stations; but on the contrary an increase in the number of trains to Hackensack, Paterson and other points will be provided. They also cite the fact that access to the Twenty-third Street Ferry will now be afforded to patrons of the New York, Susquehanna and Western Railroad Company.

The complainants cite in particular P. L. 1911, Chapter 195, III, 20, as the provision of law violated by the proposed change of station. This section reads as follows:

> "No railroad company shall, without first obtaining the approval of the Board, abandon any railroad station or stop the sale of passenger tickets, or cease to maintain an agent to receive and discharge freight at any station now or hereafter established in this State, at which passenger tickets are now or may hereafter be regularly sold, or at which such agent is now or may hereafter be maintained."

The defense put in by the company is that their passenger terminal in the Pennsylvania station at Jersey City is not a station such as is contemplated by this section of the law; and is not a station for whose discontinuance the approval of this Board is requisite. It is in evidence that the tracks from Marion into said station are not and have never been the tracks or property of the New York, Susquehanna and Western Railroad Company; and that the station building is not the property of the said company; but that both are used by the New York, Susquehanna and Western Railroad Company under an agreement with the Pennsylvania Railroad Company which is terminable by either party upon sixty days' notice to the other.

The question, therefore, to be determined is exactly this defense raised by the respondent.

It is exceedingly probable that the Legislature in passing this section of the Act had in mind the usual and ordinary case where a station is owned by a railroad company, or where the company might obtain, by condemnation proceedings, if necessary, the station property. It remains to ask what interpretation should be given to Section 20 under the unusual circumstances such as exist in the present instance.

It appears to the Board to be a doubtful question whether the discontinuance of the use of a passenger terminal used under a revocable agreement, at the pointed instance of the one party who may terminate the agreement, is tantamount to such an "abandonment" as the law contemplates. The abandonment of a station such as is contemplated by Section 20 would seem to involve a wholly voluntary act, not an act taken even in part at the instance of a party empowered to require under provisions of an agreement compliance with the suggested vacation thereof by the user. There is an essential difference between abandonment and eviction, and even though the Pennsylvania Railroad Company has not formally notified the New York, Susquehanna and Western Railroad Company to quit the premises, the latter's action in the present case was not wholly voluntary, being taken in anticipation of necessity. And while it is true that the New York, Susquehanna and Western Railroad Company served

notice upon the Pennsylvania of its intention to discontinue the occupancy of the station, such notice was a response to earlier and repeated inquiries of the Pennsylvania Railroad Company as to when the New York, Susquehanna and Western Railroad Company proposed to vacate. If this discontinuance of use be *not* tantamount to such an abandonment as the Act contemplates, it is manifest that the approval of the Board is not requisite, and that the Board is without power or responsibility in the premises.

On the other hand, if the section be so construed as to make the Board's approval requisite, it remains to inquire what means the Board might employ to effectuate its disapproval, if it were decided not to approve the discontinuance of the use of the station in question. It does not appear to the Board that it could legally issue an order to the Pennsylvania Railroad Company to waive its rights under the agreement, and to permit the New York, Susquehanna and Western Railroad Company at the direction of the Board to continue to use and occupy the tracks and station. It is also manifestly impossible for the Board to direct the New York, Susquehanna and Western Railroad Company to employ condemnation proceedings to establish a permanent foothold in the Pennsylvania passenger terminal at Jersey City. It would, therefore, appear that, even if this discontinuance of the use of the passenger terminal were disapproved by this Board, there is not at the Board's disposal power to effectuate such disapproval. The unwelcome conclusion to which the Board is forced is that either the Board has no jurisdiction in the matter, or that if its approval is requisite and is withheld, the Board is without power to compel the Pennsylvania Company to permit the continued use of the station.

It is true that the arrangement entered into by the New York, Susquehanna and Western Railroad Company with the Erie Railroad Company, and with other persons, to use and employ the present Erie passenger terminal at Pavonia Avenue, is one which has not been submitted to this Board. Nor is the Board satisfied, before hearing had thereon, that the arrangement is one which this Board can or ought to sanction. The possibility of

creating in future another situation such as the present one, whereby a terminal long in use can be changed under terms of a lease, agreement or contract between the carriers in interest, without the possibility of effective intervention or control by representatives of the State or of the road's patrons affected thereby, should be effectually and forever barred out.

It is also to be noted that if the anticipations of various complainants as to provision for service at the Pavonia Avenue station are realized, there will be means found under the law to require the companies to provide safe, adequate and proper service at said terminal.

Dated November 29th, 1911.

In the Matter of Complaint of Lack of Adequate and Proper Service Upon the Lines of the Several Railroad Companies Operating in This State, Through Failure to Provide Facilities for the Use of Drinking Water by Passengers Upon the Trains of Said Companies. } ORDER.

Following the enactment of Chapter 171, P. L. 1911, which prohibited the use of "common drinking cups" in public places in this State, complaint was made to this Board that no facilities for the use of drinking water were provided upon the railroad trains operated in this State.

Upon this complaint a hearing was had, notice of which was given to the railroad companies interested.

Upon such hearing, the Board finds and determines that the several railroad companies operating within the State of New Jersey, which do not provide facilities for the use of drinking water by passengers upon the passenger cars of the trains operated by them, on which water is furnished for drinking purposes, fail to furnish adequate and proper service.

It appears that in the State of New Jersey, and in other States where similar statutes are in force, the companies have, in some instances, endeavored to meet the situation by installing in passenger cars devices through which, at nominal expense, individual

cups may be obtained; and that in at least one instance, without the State of New Jersey, the situation has been met by providing the trains with inexpensive paper cups, which may be obtained from conductors, brakemen or porters, without cost, by request of any passenger.

The latter practice commends itself to the Board.

It meets the requirements of the statute, and, at the same time provides, in the respect under consideration, adequate and proper service.

The Board, therefore, ORDERS the following railroad companies, namely:

Pennsylvania Railroad Company,
West Jersey & Seashore Railroad Company,
Atlantic City Railroad Company.
Philadelphia & Reading Railway Company,
Erie Railroad Company,
New York, Susquehanna & Western Railroad Company,
Central Railroad Company of New Jersey,
Lehigh & Hudson River Railroad Company ,
Lehigh & New England Railroad Company,
Delaware, Lackawanna & Western Railroad Company,
Lehigh Valley Railroad Company,
Raritan River Railroad Company,
Tuckerton Railroad Company,
Pemberton & Hightstown Railroad Company,
New York Central & Hudson River Railroad Company,
Wharton & Northern Railroad Company,
Morristown & Erie Railroad Company,
Rahway Valley Railroad Company,
New Jersey & Pennsylvania Railroad Company,
New York & Long Branch Railroad Company,

to provide and keep on all passenger trains operated by them, respectively, within the State of New Jersey, on which water is furnished for drinking purposes, inexpensive individual drinking cups, or glasses in sanitary condition, that may be had by any passenger, without cost to such passenger, solely for the purpose of drinking water on such trains, on request made to the conductor or brakeman of a train, or to the porter of any car thereof.

This order shall take effect January 1st, 1912.

Dated December 5th, 1911.

In the Matter of the Application of the South Englewood Improvement Association vs. The New Jersey and Hudson River Railway and Ferry Company and the Public Service Railway Company. } **MEMORANDUM.**

ABSTRACT OF DECISION.

1. Where no undue discrimination is alleged a reduction of fare asked for by a single community cannot be ordered without consideration of how similar reductions made throughout the line of the carrier concerned would affect the carrier's net revenue.
2. Evidence in a case of this kind should be forthcoming to show the effect on the carrier's net revenue of changes similar to those prayed for by the petitioner, if such changes were systematically made throughout the district served.
3. The complaint instances the difficulties arising out of the untenable character of the present system of trolley charges.
4. The eventual system of trolley charges must be uniform basic charge (analogous to minimum charges made by certain other public utilities) plus a variable charge graduated roughly by distance traversed.

Roy M. Robinson, Esq., for the South Englewood Improvement Association.

L. D. H. Gilmour, Esq., for the Public Service Railway Company.

The South Englewood Improvement Association, by a petition, the last amendments to which were incorporated as of June 5th, 1911, asks that the existing charge of five cents from Leonia Junction to Sheffield avenue, Englewood, be set aside as unjust, unlawful and unreasonable; and that the five-cent fare zone from Edgewater ferry be extended beyond Christie Heights avenue to Sheffield avenue, and in the opposite direction be extended from Sheffield avenue to Edgewater ferry. The case was finally heard at the Court House in Newark, on October 20th, 1911, where testimony was taken and argument had. Briefs were filed on October 26th, 1911, by the petitioners, and on November 8th, 1911, by the respondents.

It appears that the complainants reside in a section known as South Englewood; that they most conveniently board the trolley cars and alight therefrom at a point approximately one-half mile north of the terminus of the first fare zone from Edgewater

ferry; that the district lying between South Englewood and Englewood proper is as yet not built up; and that the extension of the fare zone would enable inhabitants of South Englewood for a single fare to secure a continuous ride to or from the ferry aforesaid.

The grounds upon which the petition is based are essentially that the net profits realized by the company from its business as a whole are undue and excessive; that the reduction of the company's gross receipts in case of the extension of this particular fare zone would be inconsiderable; and that this particular extension would not lead to or provoke other similar requests for the extension of the ride accorded for five cents. There is no allegation that, as compared with other localities, the charge to the inhabitants of South Englewood is unfair or discriminatory.

We seriously question the justice or the expediency of ordering any extension of one particular fare zone without according consideration to the equal claims of the other localities served by the company. If the net earnings of the company as a whole are excessive, their patrons as a whole are entitled to relief in the form of lower rates or longer rides at the present rates. To confine to a small section of the district served the advantage of an abatement of tolls or charges, while ignoring the district as a whole would be a wholly arbitrary process of discriminating in favor of a small fraction of the carrier's patrons. If the fare zone were extended for the special benefit of the petitioners, their fare to and from the ferry would be cut down just fifty per cent. As the fare zone from the Edgewater ferry to Christie Heights avenue is now approximately 4.5 miles, and as the inhabitants of this section may be presumed ordinarily to traverse the entire distance to or from the ferry, their average ride would be increased in length by about ten per cent. This cutting the fare in two, while extending the length of the ride, might prove, if universalized over the whole system, disastrous. The mere fact that the loss in receipts, estimated by the petitioners at from $1,600 to $3,200 per annum, could be borne by the carrier is not sufficient reason for ordering such a reduction, unless some adequate evidence is forthcoming as to what the total loss in gross

receipts would be if all patrons fared as well as would those at South Englewood under the proposed lower rate of charge. This particular reduction prayed for is arbitrarily confined to a single section, and must be denied.

It is true that, in common with many other places which are just a little beyond what seems the arbitrary limit of a fare zone, the denizens of South Englewood are forced either to walk half a mile along the trolley line to Christie Heights avenue or to pay twice as much for transportation to the Edgewater ferry as those who live south of Christie Heights avenue, but this is the result of the present system of fare zones and the flat five-cent fare. The first two zones themselves are respectively 4.412 miles and 4.458 miles, and have existed for at least a decade. So long as the zone system continues in effect it seemingly works a hardship to those just over the zone limit. But the proper remedy is not one that would savor of favoritism to one particular locality now adversely affected by the zone system, but a reconstitution of the entire system.

While the immediate introduction of a radical departure from the present system is not before the Board, we incline to believe that eventually the entire zone system, together with the flat five-cent fare, will have to be replaced by a more rational and equitable system of charges. The rational system would seem to be a uniform basic charge alike for all passengers, plus a charge varying roughly with the length of the actual ride. The justification, roughly speaking, for such a basis, is as follows: Every passenger upon a trolley car requires from the motorman and conductor practically an identical service in having the car stopped twice and in having the fare collected. Every passenger also, irrespective of the length of his ride, benefits by the existence, maintenance and operation of certain parts of the transportation property, such as the electric plant with its supply of power. It would, therefore, appear that a uniform contribution, or basic charge, might justly be collected from every adult passenger, irrespective of the length of his journey on the car. Over and above the uniform service rendered to every passenger, there is a service which roughly varies with the length of the

ride which the passenger takes. There is more current generated and used, the longer the ride, as well as greater wear and tear upon the car and other apparatus. Both the cost to the company and the presumed benefit of the service to the passenger are greater the longer the total ride enjoyed by the passenger. It would thus appear that a uniform basic rate or charge which permits, without additional charge, a ride of short but definite length might properly be accorded for a uniform basic fare, and that every mile or fraction thereof in excess should be paid for at a stipulated rate per mile. If, for example, the basic rate were five cents, and a rate per mile (in excess of a short ride of two miles) were set, for example, at a cent per mile, we should have a system of charges more equitable to the company and its patrons than the present haphazard plan. The present system depends on a sufficient number of short rides to offset the low mileage rates for those who traverse long distances. It is the correlative of an arbitrary zone system which, with its sharp demarcations, creates a not altogether unfounded feeling of injustice on the part of those who are inconveniently situated as regards zone limits. Precisely what price should be charged for the basic part of the fare, and what rates per mile for the excess distance over the minimum ride covered by the basic fare are practical questions which experience must determine, but that economic necessity will eventually establish such a system seems as probable as it is necessary.

This memorandum as to the eventual creation of a just and rational system of trolley fares is suggested by the present complainant, but the specific petition in the case must be denied for the reasons cited above.

Dated December 11th, 1911.

Informal Complaints.

The following complaints were received, but have not been continued to hearings.

In some of the cases the answers of respondents and action proposed or taken has been satisfactory to the complainants, and the matter may be regarded as closed.

In all cases, where the parties are at issue, the Board requested the complainant to advise, at the time the answer of the respondent was forwarded, if a hearing was desired.

No hearings have been requested in the following. A synopsis of the complaint and answer, in each case, is submitted, as it is believed that the cases are of interest in indicating the many matters about which differences arise between the public and utilities, that are brought before this Board.

William A. McCrea
vs.
Public Service Railway Company.

Complainant alleged inadequate service on Central avenue line of Public Service Railway Company, running from Newark to East Orange. Allegations denied by company. Answer sent complainant January 18th, 1911.

William S. Davison, of Jersey City,
vs.
Public Service Railway Company.

Complainant alleged excessive height of car steps. Allegations denied by company. Answer sent complainant February 21st, 1911.

R. W. Ryan, Wildwood, New Jersey,
vs.
Delaware and Atlantic Telephone and Telegraph Company.

Complainant had contract calling for payment of $30.00 per year under which he claimed unlimited service in town and right to calls outside of town to extent of $15.00. Was charged for call from Philadelphia to Wildwood, although he had not received out-of-town service to value of $15.00. Company alleged that contract did not admit of calls from Philadelphia to Wildwood without regular charge therefor. Answer sent complainant January 11th, 1911.

Frank A. Jones, et als., Residents of Bergen County,
vs.
Public Service Railway Company.

Complainant alleged unreasonable increase in fare, of from five cents to ten cents, between Rutherford and Passaic City. Company claimed rate to be reasonable and part of an equitable zone system. Denied authority of Board to establish rates of fare for street railways but offered to submit the question of the dividing line between fare zones on the line of the street railway between the Hackensack river and the Passaic river, to the Board for decision, provided that such fare zone be so arranged that the total fare between the rivers shall be not less than ten cents and the total fare between Hoboken and Paterson not less than twenty cents. Answer sent complainant February 1st, 1911.

Dr. R. N. Disbrow, Llewellyn Park, West Orange, New Jersey,
vs.
New York Telephone Company.

Complainant alleged failure to supply telephone service. Company claimed inability to obtain additional circuits needed to give required service in West Orange, but, by replacing a section

of cable already in use, one circuit which had become inoperative was restored to service and assigned Dr. Disbrow for use. Answer sent complainant January 25th, 1911.

Mrs. Lillian Christie, Westwood, Bergen County,
vs.
New York Telephone Company, Public Service Electric Company and Hackensack Water Company.

Complainant, who kepes a boarding house at Westwood, alleged inability to obtain telephone and electric light service, and that an unreasonable rate was charged by the Water Company.

The New York Telephone Company claimed that its ordinance from the borough did not include the right to erect poles on certain streets necessary to carry wires to Mrs. Christie's residence.

The Public Service Electric Company stated that Mrs. Christie applied for current some time before, but later advised the company that she would let the matter drop. Company further stated that it would proceed with the work.

The Hackensack Water Company claimed that its charge for water was the minimum amount complainant agreed to pay when it extended its mains to her residence.

Service was later supplied by the Telephone Company, by using poles belonging to the Public Service Electric Company. No further action was taken with respect to charge for water. Answer by New York Telephone Company sent to complainant February 21st, 1911. Answer by Public Service Electric Company sent February 21st, 1911. Answer by Hackensack Water Company sent February 23d, 1911.

Thomas A. Perrine, Spottswood, New Jersey,
vs.
Pennsylvania Railroad Company.

Complainant alleged that the railroad company closed his right of way to the public road at East Spottswood station.

The company advised the Board that it had replaced the crossing as a result of the complaint and complainant expressed satisfaction with the result.

Trenton Street Railway Company and Trenton and Mercer County Traction Corporation
vs.
City of Trenton.

Complainants alleged unreasonable requirements in ordinance passed by common council of city of Trenton regulating number of cars to be run and providing seats for all passengers. City answered denying allegation that ordinance was unreasonable or unjust. Answer sent complainants March 15th, 1911.

Wilbert E. Ashcraft et al., Swedesboro, New Jersey,
vs.
Pennsylvania Railroad Company.

Complainant alleged unreasonable rate charged for shipments of peaches as compared with rate charged for shipments of tomatoes. Company denied that the rate on peaches has any relation to that on tomatoes so that it should be adjusted with reference to such latter rate. Answer sent complainant March 15th, 1911.

E. C. Hinck, Mayor of Montclair,
vs.
New York Telephone Company.

Complainant alleged that charges for service discriminate against Montclair as compared with White Plains, in that the charge for a four-party wire service in White Plains with approximately 2,200 subscribers is at the rate of $2.00 per month, while in Montclair, with approximately 4,000 subscribers, $2.50 per month is charged for similar service. Company answered that the density of population is much greater in the Montclair area than in the White Plains area, that construction is more expensive in more densely settled areas, that there are approxi-

mately twice as many subscribers in the local area in Montclair as in White Plains, and that the value of service in Montclair is in excess of the difference in the rates. Answer sent complainant March 22d, 1911.

Mayor and Council of the Borough of East Newark
vs.
Public Service Railway Company.

Complainants alleged that Public Service Railway Company does not operate cars over the Clay Street bridge to Newark, the failure to do so causing much public inconvenience. The company admitted that it does not operate its cars over the bridge and claimed that the reason therefor is that the boards of chosen freeholders of Essex and Hudson counties have refused to allow the laying of tracks on the bridge. Answer sent complainants April 12th, 1911.

G. G. Green, Woodbury, New Jersey,
vs.
Delaware and Atlantic Telephone and Telegraph Company.

Complainant alleged that the rates charged him for telephone service had been materially increased over those called for in a contract entered into several years ago, and maintained until recently, when the company served notice, that the old rate would no longer apply. The respondent admitted the increase in rates, but denied that the increase was unfair and unjust and claimed that to continue the old rates would have been unfair and unjust discrimination in favor of the complainant against other subscribers. Answer sent complainant March 29th, 1911.

Bleyle Electric Company (for John J. Bodmer, Newark)
vs.
Public Service Electric Company.

Complainant alleged refusal of the Public Service Electric Company to install service for electric light in the premises of

John J. Bodmer, Newark, New Jersey. The respondent answered that the nearest main for supplying electricity to the complainant is approximately 2,000 feet from his property and that it would require a line 2,000 feet long to be constructed to reach his premises. It was further contended that there is no other business intervening between the end of respondent's line and the complainant's property and that the business of complainant is not sufficient to justify the extension. Answer sent complainant April 12th, 1911.

Numerous Petitioners of Garfield
vs.
Erie Railroad Company.

The attorney for the borough of Garfield forwarded a petition numerously signed addressed to the mayor and council of Garfield asking the Mayor and Council to request the Board to have a station erected in the section of Garfield known as Planderville. To this petition the railroad company answered that Planderville is about 1.4 miles west (railroad direction) of Garfield station; that there is a small settlement in the vicinity of Planderville within about ten minutes' walk of the crossing at which a morning train, eastbound, stops at 7.01 A. M., and an evening train, westbound, at 6.53 P. M. It was contended that in view of the limited train service and business to be accommodated no station was required. Answer sent complainant April 12th, 1911.

B. F. King, Shrewsbury, New Jersey,
vs.
New York Telephone Company.

Complainant stated that he formerly lived at Little Silver in Shrewsbury township, that he moved from Little Silver to Shrewsbury and asked the company to change his telephone. He paid at Little Silver $31.50 per year, but claimed that the company charges him $51.00 per year at Shrewsbury, which complainant contends is as near to the central office as Little Silver.

The company admitted the rates, as stated by the complainant, but contended that difference was due to the fact that his present residence is approximately 3¼ miles from the Red Bank central office as compared with 1¾ miles, the distance from the Red Bank exchange of his former residence. Answer sent complainant April 19th, 1911.

Walter H. Rickey, Trenton, New Jersey,
vs.
Trenton and Mercer County Traction Corporation.

Complainant stated that he uses the cars of the Trenton and Mercer County Traction Corporation between Trenton, Lawrenceville and Princeton, that these, and other cars operated by the company, have the front doors locked, that the cars are generally filled and at certain times crowded with passengers. Attention was directed to two railroad crossings and a drawbridge passed over by the cars, and complainant stated that he had been a passenger on cars which nearly met with accidents at these points. It was suggested that for the safety of the traveling public the front doors should be kept unlocked. The company denied that the doors are always locked, claiming that this is done only in cold and stormy weather. The company admitted that the doors should be provided with a catch so they could be readily opened from the inside and stated that it would place such a device in the cars. Complainant expressed himself as satisfied with the company's answer. Answer sent complainant May 3d, 1911.

Douglass Conly, Kearny, New Jersey,
vs.
Public Service Railway Company.

Complainant alleged refusal of a conductor of a Hackensack car to accept transfer from a Kearny car, which transfer he claimed was properly issued and punched. The company admitted that the refusal of the transfer was due to a misinterpretation of the rules of the company by the conductor who refused

it, and stated that instructions had been issued that such misinterpretation is not likely to occur again. Answer sent complainant May 17th, 1911.

Abm. S. See & Depew, West New York (for Alpha Embroidery Company),
vs.
Hackensack Water Company.

Complainants, insurance brokers, allege that their client, the Alpha Embroidery Company, contemplated equipping their embroidery mill with automatic sprinklers to connect directly with the water main in the street and that the company contends that such a connection can be made only by attaching a detector meter at a yearly rent of $124.00. Complainant alleged that the total cost of such meter is only $325.00, and that it has asked for the privilege of installing its own meter, but was refused. The respondent admitted the proposed charge, but claimed that this case has been treated on the same basis as other fire line connections; that the company has always furnished and maintained at its own expense all meters used by it which gives it absolute control for examination, repairs and changing. It was further contended that for the $31.00 per quarter mentioned as rental, the consumer is entitled to $31.00 worth of water used through the service at no additional expense, that in case of fire no charge would be made for water used through the fire line or indicated by the detector meter. Answer sent complainant May 17th, 1911.

Borough of Maywood
vs.
New York, Susquehanna and Western Railroad Company.

The mayor and council of the borough of Maywood submitted, through the borough clerk, a petition for gates at Maywood avenue crossing of the New York, Susquehanna and Western Railroad Company. The railroad company in reply stated that it would locate a crossing watchman at the crossing from

7.00 A. M. to 7.00 P. M., contending that on account of the conditions a watchman on the ground would provide greater protection than gates. This was accepted by the borough. Answer sent complainant May 24th, 1911.

Edward W. Lawler, Bayonne,
vs.
Public Service Electric Company.

Complainant alleged that he had made application to the Public Service Electric Company for service at his residence and same had been refused. Company replied that Mr. Lawler had made such request in March, 1911, and was informed that the revenue to be derived from the service would not be sufficient to justify the company in extending its lines to the point desired. Since then the company had found that it would be able to serve three other customers from the same line and that the estimated combined revenue would show a fair return on the investment. Company further stated that line would be promptly extended and service supplied.

Answer sent complainant June 14th, 1911.

Philip Tumulty, Jr.,
vs.
Public Service Gas Company.

Complainant alleged that the Public Service Gas Company refused to lay a gas main along Cornelison avenue to supply a property owned by complainant with gas. Company answered that the complainant applied in the latter part of April for gas for the property mentioned and was informed that it would be necessary to extend a main to supply the same; that the matter of running the mains was at once placed in the proper channels to insure the work being done, but that there was some delay due to pressure of work at the season of the year; that the company started laying the main to supply the tenants on June 19th and would push the work with all possible diligence until completed.

Answer sent complainant June 21st, 1911.

Coleman and Maggs, Long Branch, N. J.,
vs.
New York Telephone Company.

Complainant alleged refusal of company to supply telephone service and claimed that telephones were installed in the neighborhood, one of which was directly across the street from premises of complainant. Company admitted that it was not furnishing service to the complainant, but claimed this was due to its not having proper ordinance rights in the street, the same being necessary to furnish the service demanded. It was further alleged that attempts had been made to obtain from the municipality the necessary right but without success.

Answer sent complainant June 27th, 1911.

Warren Point Social and Improvement Club
vs.
Public Service Electric Company.

Complainant alleged that Warren Point is a small village across the river from Paterson; that distance from Broadway terminal at Paterson to Ridgewood Junction is approximately two and one-half miles with five-cent fare. The second fare zone is about three miles further east; the third zone extends to Hackensack "making a distance of about eight miles from Paterson for fifteen cents, and from Hackensack to Edgewater, which is about the same distance as from Paterson to Hackensack, the fare is five cents. The contention of the Warren Point residents is that the fare from Rochelle Park station situated at Rochelle avenue in Midland township to Broadway and Main street, Paterson, should not be more than five cents for the distance of about five or five and one-half miles." The company claimed that the distance from Broadway Terminal to Ridgewood Junction is 2.41 miles with five-cent fare; that second fare zone is 4.04 miles further east and that the third fare takes a passenger beyond Hackensack to Moore avenue, Leonia, making a distance of 12.97 miles from Paterson for fifteen cents.

Respondent denied making charge of five cents from Hackensack to Edgewater but gave fare as ten cents for distance of 7.44 miles. Respondent further denied that fare from Rochelle Park station at Rochelle avenue in Midland township to Broadway and Main street, Paterson, should be five cents, but claimed its present fare taken in connection with second fare zone to be reasonable and just.

Answer sent to complainant June 28th, 1911.

William F. Burk, Street Commissioner of Trenton,
vs.
New Jersey and Pennsylvania Traction Company.

Complainant recited that the Street Department of the city of Trenton had received a number of complaints about the danger of the grade crossing of the New Jersey and Pennsylvania Traction Company at Ingham avenue, and requested assistance of the Board to remedy it. The company answered that it had received a complaint of the same kind from the township of Ewing, and after discussing conditions with the township committee, it was agreed that if the company would erect stop signs at both sides of Ingham avenue and issue an order that all cars be brought to a full stop on either side thereof, it would provide a satisfactory safeguard; that such signs had been erected and an order requiring cars to stop issued June 9th, 1911. Complainant advised that this would be satisfactory.

Answer sent to complainant June 20th, 1911.

Charles McCausland
vs.
Delaware, Lackawanna and Western Railroad Company.

Complainant alleges that the Delaware, Lackawanna and Western Railroad Company does not provide sufficient seating capacity on morning trains stopping at Roseville avenue, Newark. Particular complaint was made of train stopping at Roseville

avenue, at 8:13 A. M. It was alleged that this train is generally overcrowded, that two other trains pass Roseville avenue station at about the same time, on which trains there is plenty of room, but these trains do not stop at the station. Complainant also alleges that of trains running westward from Hoboken none stop at Roseville avenue between 4:52 P. M. and 5:15 P. M., through trains leaving Hoboken at 5 P. M., 5:07 P. M. and 5:09 P. M., go through Roseville without stopping.

The company claimed that it operates sixty-eight trains daily from Hoboken to Roseville avenue and that the complainant's request was for "additional but unnecessary train service at a station which now has more service than any other station, at the expense of other points, which must depend for adequacy of service upon express trains." The record in the matter was referred to the Board's inspector, who reported that the company had added another car to the 8:13 A. M. train and expressed the opinion that this would take care of the travel on this train. No recommendation was made to stop any additional trains.

Inspector's report was sent to complainant.

Charles T. Cay
vs.
Tintern Manor Water Company.

Complainant alleged that he uses with his family a small house at Oceanport, Monmouth county, during July and August each year, and that he is charged by the Tintern Manor Water Company $8.00 for service, which was claimed to be unjust.

The company contended that its schedule of rates had been upheld as reasonable by a decree of the Court of Chancery December 15th, 1905, and affirmed by the Court of Appeals; that the rate charged complainant is in strict accordance with the Court's decree and is still a reasonable rate. It was further contended that a minimum rate of eight dollars per year for furnishing water to a family on the Atlantic coast is reasonable and moderate, even though the water is cut off the greater part of the year.

Answer sent to complainant July 1st, 1911.

McKelvey and Stephenson
vs.
Lakewood Water, Light and Power Company.

Complainants alleged refusal of company to supply water and sewer service for two properties, "located upon public streets distant not more than two hundred and fifty feet from streets in which Lakewood Water, Light and Power Company have water and sewer pipes." Respondent admitted its superintendent had told complainants that if three consumers would apply, the company would probably make the extensions required to supply service, but if less consumers were assured, the owner of the properties would be asked to pay the sum of $15.00 to be treated by the company as a fund in lieu of income until revenue was secured. Company further stated, that on account of conditions existing on the properties, it would withdraw any proposition heretofore made and would make such extensions as are required on a competent guarantee of ten per cent. gross income upon the necessary investment, the income received from consumers to be credited annually to the guarantee and the guarantors to pay the deficit, if any.

Copy sent to complainant July 1st, 1911.

R. Unger, Passaic,
vs.
Public Service Electric Company.

Complainant alleged that about six years ago he bought with the approval of the Public Service Corporation a soda carbonator which was run by a five hundred volt one-quarter horse power motor; that the respondent supplied current to this motor for about four years, when complainant moved to his present place of business and company refused to continue service.

Respondent admitted statements of complainant, but claimed that it had discontinued its five hundred volt direct current power service for any motor installation of less than one-half horse power, and contended that alternating current service is much more satisfactory, from the customer's standpoint than five

hundred volt service for motor installations under one-half horse power. It was further claimed that on account of hazard in small motors connected to five hundred volt direct current service, the Fire Underwriters generally disapprove such service for motors of less than one-half horse power. Respondent stated that owing to fact the motor was originally installed with its consent, it had proposed to complainant to stand an equitable share of the expense of installing an alternating current motor of suitable size and design for operating the soda carbonator and that its offer had been accepted.

Answer sent to complainant July 6th, 1911.

Leon Micheau, Woodbridge, N. J.,
vs.
Public Service Railway Company.

Complainant alleged that the company changes conductors at transfer stations, that the conductors who collect fares after leaving the transfer stations are often paid cash fares by passengers who have already paid their fares and do not know that the trips of the conductors through the cars are to collect only from the passengers who have been transferred from other cars or have started journeys at the transfer points. Company claimed that no complaint had ever been made to it of a double collection of fare, that in so far as its knowledge extended no such collection had been made, and that the company would promptly investigate any specific complaint of such collection.

The matter was referred to the Board's inspector who investigated and reported that it was very doubtful if any passenger would pay a second fare without objection. It was, however, recommended that in all cars, traveling over routes divided into two or more fare zones, signs be placed in the cars stating fares from point to point. This recommendation was submitted to the company which agreed to comply with the same.

Complainant advised of this August 9th, 1911.

J. W. Owen et al., Island Heights,
vs.
Ocean County Gas Company.

J. W. Owen alleged that he had signed an application for gas, submitted to him by an agent of the Ocean County Gas Company, but that while pipes had been laid within two squares of his property the company was not supplying him with gas. The petition was signed by J. W. Owen and several other parties following statement: "By giving this your prompt attention you will confer a favor on me and the following named." In reply the company stated that the public would be given service as soon as pipes which had been ordered were received.

Answer sent to J. W. Owen July 10th, 1911.

Arthur P. Jackson et al.
vs.
Delaware, Lackawanna and Western Railroad Company.

Complainants alleged failure of company to supply adequate and proper passenger service on the Boonton Branch of the Delaware, Lackawanna and Western Railroad Company. This was accompanied by certain specific requests in regard to train schedules. The answer of the respondent made a number of suggestions in response to these specific requests. The attorney for the petitioners advised the Board that the propositions submitted by the company would be accepted as satisfactory, the acceptance being without prejudice in the interests of his client in the matter of applying to the Board for further relief, if there should be substantial complaint in the matter of the substitution of the new schedule. Attorney's statement submitted to the Board September 11th, 1911.

Francis E. Norris
vs.
Delaware, Lackawanna and Western Railroad Company.

Complainant wrote on July 10th, 1911, alleging overcrowding of train No. 372 on Boonton Branch, Delaware, Lackawanna and

Western Railroad, on morning of that day. The company admitted that about one hundred passengers stood in this train on the morning mentioned, but that another section was added to the train after July 10th. Complainant answered that since the 17th of July the service had been improved by running the additional section and that "if the service continues as it has been since the 17th of July, I think no further action is necessary."

Company's answer sent to complainant July 31st, 1911.

Alma L. Allen
vs.
Merchantville Water Company.

Complainant alleged an unreasonable increase in bills for water furnished three houses owned by her at Merchantville. Respondent claimed that the water was metered; that no fault existed in any of the meters and no mistake had been made in charging.

The matter was referred to the Board's inspector, who reported that so far as could be determined the water charged had been supplied to the premises, and that increase complained of was probably due to the installation of meters at premises where comparatively large quantities of water had been previously used and paid for at a flat rate.

Answer sent to complainant July 28th, 1911.

Herman Duchardt, Carlstadt,
vs.
Hackensack Water Company.

Complainant alleged insufficient supply of water by Hackensack Water Company at Carlstadt, Woodridge and Hasbrouck Heights. Company claimed that the territory referred to is located on a very high elevation, that when its supply was introduced into Rutherford its mains were necessarily laid over this elevation with the fact well known that it could not furnish much pressure at the elevation and that no fire-fighting service could be supplied directly from the hydrants. The mains were said to have been laid in 1892 at which time the pressure was

low, and has since continued to be low. Some years ago the question of poor pressure was raised and the company agreed to build a high service station on its property at the reservoir and supply it by pumping into a standpipe, provided the people located within a certain elevation would agree to pay an additional rate of $5.00 per house, but this was objected to and the matter was dropped.

Answer sent to complainant August 1st, 1911.

J. M. Huntting, Glassboro, N. J.,
vs.
New Jersey Gas Company.

Complainant alleged that the company makes a minimum charge of 50c per month for gas and charged $1.50 per 1,000 cubic feet in Glassboro as against $1.00 per 1,000 cubic feet in Vineland. Respondent admitted making minimum charge but claimed rate in Glassboro to be $1.50 less 8% discount on bills paid within ten days. The minimum charge was claimed to be justifiable, and in accordance with this Board's ruling in the complaint of *Acacia Lodge, No. 20, F. & A. M., of Dover, New Jersey* vs. *Dover Electric Light Company* (page 81, Report 1910). It was further contended that the difference in rates between Glassboro and Vineland is due to a difference in number of inhabitants.

Answer sent complainant July 28th, 1911.

Chas. Schrot, Newark,
vs.
Public Service Electric Company.

Complainant alleged overcrowding of cars leaving Jersey City terminus for Newark early Sunday morning. It was specifically stated that "on Sunday, July 23d, car leaving Pennsylvania Railroad Terminal at 1:55 A. M., registered 104 at Hackensack bridge and 103 from there. For the past six Sundays cars leaving at this time or at 2:25 A. M. have had nearly this number of passengers." Respondent stated that the company had been running two extra trips since May 30th making a

thirty-minute headway from Jersey City between the hours of 1 and 2 A. M. Later it was noticed that the 2:30 A. M. car caught an unusual number of passengers and to provide for this the company put into effect, on July 30th, a fifteen-minute headway from 7 to 2:30 A. M.

Answer sent to complainant August 9th, 1911.

E. I. Horsman, Monmouth Beach,
vs.
Central Railroad Company of New Jersey.

Complainant alleged dangerous condition and insufficient protection at grade crossing, Conover's road, Monmouth county, and Central Railroad. The company placed a flagman at the crossing, and upon being so notified the complainant withdrew his complaint.

Irving A. Meeker, Upper Montclair,
vs.
Erie Railroad Company.

Complainant alleged dangerous condition existing at grade crossing at Bellevue avenue, Upper Montclair, Erie Railroad Company. The company advised the Board that instructions had been issued to place a watchman at the crossing.

Copy sent to complainant August 8th, 1911.

LeRoy H. Snyder
vs.
Pennsylvania Railroad Company.

Complainant alleged that a large number of commuters are inconvenienced at Foul Rift on the Belvidere Division of the Pennsylvania Railroad Company because trains 564, northbound, and 567, southbound, do not stop at the station. Respondent claimed that it gave at Foul Rift the best service it could afford without impairing obligations to a preponderating number of patrons, and that the trains referred to are through trains between Philadelphia and Stroudsburg with important connections at each end.

The complainant in reply claimed that Roxbury has the service of trains 567 and 564 and Harmony service of train No. 567 and that Foul Rift supplies a larger percentage of passengers than either of the other two stations.

The matter was referred to the Board's inspector who reported that Foul Rift had but few permanent residents with a summer colony of cottages; that from Trenton to Manunka Chunk, train 564, northbound, makes fourteen stops and passes sixteen stations without stopping, that train 567, southbound, makes eleven stops and passes nineteen stations without stopping, that an increase in the number of stopping places would lengthen the running time of the trains and that to stop at Foul Rift would undoubtedly lead to requests from other stations for like service, which if complied with would make the trains locals instead of express.

Answer sent to complainant August 9th, 1911.

Joseph D. Stanburrough, Roxbury,
vs.
Morris County Traction Company.

Petitioner alleged that under an ordinance of the township of Roxbury the Morris County Traction Company is required to carry passengers from Kenvil to Landing, both in Roxbury township, at a price not to exceed five cents per passenger and the traction company in violation of the ordinance charged ten cents fare between these points. The company answered, admitting the charge of ten cents, but claimed same was made as part of a plan which provided a more equitable distribution of fare zones than existed when the fares provided by ordinances of the municipalities in which it operated were collected; the company claiming but five cents for the trip from Kenvil to Dover instead of ten cents as allowed by the ordinance. The company further stated that it would resume the collection of fares as specified in the ordinance, although protesting that the fare zones therein provided are inequitable.

Answer sent to complainant August 10th, 1911.

J. R. Foster
vs.
Middlesex Water Company.

Complainant stated that he holds, as trustee, a house at Seawaren and that without his knowledge a meter was installed in this house. Since the meter was installed, an alleged excessive charge for water was made by the company. Company replied alleging that high charge was due to leaks which had been but recently repaired, and that the tenant's attention had been directed to the waste of water due to the leaks and to the fact that this would be apt to cause a high bill.

Answer sent to complainant August 29th, 1911.

H. D. Hann, Swedesboro,
vs.
Swedesboro Sewer Company.

Complainant alleged that the Swedesboro Sewer Company charged him an annual rent of $5.00 for each of two houses forming a double house, owned by him, although one of the houses had been vacant for a year, and that the company claimed the only way to avoid paying sewer rent for a vacant house would be to have the connection to the sewer broken. The charge was admitted by the company, which claimed that it could not readily ascertain just when a house became vacant, or when again occupied; that the complainant's house was built beyond the sewer and that the company extended the sewer 180 feet, solely because it was promised the rent.

Answer sent to complainant August 21st, 1911.

William Koester, Bayonne,
vs.
Public Service Gas Company.

Complainant stated that he uses a pre-payment meter, that when the representative of the company removes from the meter the money contained therein he gives a receipt which is for the amount in the meter but does not show the meter reading; that

several times after collections have been made he has received bills for short payments, the company claiming that through a defect in the meter gas had been used which was not paid for. Complainant contended that customers of the gas company should know just what they are paying for and that the company should give in addition to the receipt a statement of the meter reading. The company answered that its charges to the complainant had been in accordance with a clause of its contract for supplying gas through a prepayment meter, said clause reading: "Should the meter fail to cut off the gas supplied after the amount paid for has been consumed, then to pay for all additional gas registered by the meter on presentation of the bill."

The company further stated that it had made arrangements to give Mr. Koester the meter index as requested; and had also made a change in its form of prepayment meter indexing slip, in order to give all consumers using this type of meter the meter index at the time it is read and the money collected.

Answer sent to complainant September 14th, 1911.

Howard Lee, Palmyra,
vs.
Public Service Gas Company.

Complainant alleged failure of the Public Service Gas Company to run pipes to supply gas to three houses; the distance from the company's mains to the farthest house was stated to be by the longest way, less than nine hundred feet.

Respondent replied claiming that investigation showed the extension not to be then justified under existing conditions, but as the outlook for future business on the line was promising the company would make the extension as requested.

Copy sent to complainant September 19th, 1911.

E. J. Newhouse, Rutherford,
vs.
Public Service Gas Company.

Complainant alleged failure of the Public Service Gas Company to make gas connection to a house on Edgewood place.

Respondent answered, stating that it is the lessee of the Gas and Electric Company of Bergen county, in which company the rights of the Rutherford and Boiling Springs Company are vested; that the Rutherford and Boiling Springs Gas Company obtained on the second day of March, 1891, permission to use the streets of the borough for laying and maintaining gas pipes for a term of twenty years; that prior to the expiration of the term the respondent applied to the borough of Rutherford for permission to use the streets of the borough for laying and maintaining gas pipes and has since endeavored to obtain such permission but without success, and that it had no legal authority to extend its pipes to supply the service desired by the petitioner.

Answer sent to complainant September 6th, 1911.

A. S. Taylor, Newark, N. J.,
vs.
Delaware, Lackawanna and Western Railroad Company.

Complainant alleged that new cars of the railroad were dangerous because of wide spaces between the cars which were not guarded. The company answered that the new cars were being equipped with additional guards, sketch of which was sent with answer.

Answer sent to complainant September 6th, 1911.

A. W. Morriss, Montvale,
vs.
New York and New Jersey Telephone Company.

Complainant alleged that he and others were unable to obtain telephone service for their houses in the township of Montvale, Bergen county. The respondent claimed that Mr. Morriss was located where there were no facilities for furnishing telephone service and about three-quarters of a mile from respondent's nearest subscribers; that it would be willing to extend service if it could obtain enough subscribers to justify the expense of necessary construction; that it had canvassed the neighborhood

in an effort to obtain such subscribers but had not succeeded in persuading Mr. Morriss' neighbors to subscribe.

Answer sent to complainant September 30th, 1911.

The Board was advised later by the company that a telephone had been installed for Mr. Morriss, who expressed himself as satisfied with the company's action.

Norman S. Heston
vs.
Pennsylvania Railroad Company.

Complainant, writing from Philadelphia, stated that he is a resident of and is continuously traveling in New Jersey and that adequate service is not provided at the Pleasantville station on the West Jersey and Seashore Railroad (Cape May division) in that the station is closed at 9 P. M. every night, although the station is an important connecting point for trains arriving after that hour; that no notice of the closing hour was given and that passengers checking baggage at the usual charge and expecting to obtain the same after 9 P. M., to take one of the later trains, were unable to do so. The company in reply advised that on and after September 18th, the Pleasantville station would be kept open from 6 A. M. to 12:30 A. M., and that a notice had been posted in the baggage room designating the hours during which the station is open for business. Complainant stated this would be satisfactory.

Answer sent to complainant September 22d, 1911.

John F. Lovett, Trenton,
vs.
United States Express Company.

Complainant stated that the United States Express Company does not make deliveries at the part of Trenton known as Hillcrest; that the company "sends its wagons and makes deliveries in close proximity to his home; that the Adams Express Company makes deliveries of express packages in Hillcrest; that the United States Express Company by refusing to make deliveries submits the undersigned to inconvenience and also submits other

residents of Hillcrest to similar inconvenience." The respondent admitted that it did not deliver packages at Hillcrest, but claimed that the number of packages for residents thereof would not justify the expense of making such deliveries. It was admitted that the Adams Express Company makes deliveries three days a week, but it was alleged that such deliveries are not made by reason of the amount of business, but by reason of an order issued by the Board of Public Utility Commissioners. While further claiming that a requirement to make the deliveries would be inequitable the company agreed to arrange to make deliveries in Hillcrest the same as the Adams Express Company, proposing to do this "without prejudice to any of the rights of the United States Express Company under the statute of New Jersey or any other laws pertaining thereto." The complaint stated that this would be satisfactory and the company subsequently notified the Board that the deliveries would be made.

Answer sent to complainant September 15th, 1911.

Town of Harrison
vs.
Delaware, Lackawanna and Western Railroad Company.

Complainant alleged that the Delaware, Lackawanna and Western Railroad Company had been requested to stop at least one westbound train at the Harrison station between the hours of 5:30 and 6:30 P. M., but had refused. It was claimed that another train should be stopped to accommodate a large number of residents of Harrison during the hour named. The company replied that it would when its fall time-table went into effect October 29th, stop Train No. 295 arriving at Harrison about 6:00 P. M. The town advised that this would be satisfactory.

Answer sent to complainant September 29th, 1911.

Thomas Manson and Son, Red Bank, N. J.,
vs.
New York and Long Branch Railroad Company.

Complainants alleged that twenty-six carloads of heavy building stone were consigned to them at Red Bank by the estate of

P. T. Maguire from West Quincy, Massachusetts, that with the utmost effort they could not unload the cars within forty-eight hours and that the New York and Long Branch Railroad Company had made demand for $65.00 demurrage charges and brought suit for collection. It was further alleged that the railroad company provided no method at Red Bank for unloading heavy freight, although convenient devices have been put in use at Perth Amboy and other stations where less heavy freight is handled than at Red Bank, and that if a crane had been provided at Red Bank, the stone could have been unloaded promptly from the cars. The respondent alleged in reply that the complainants conduct a stone or marble yard and also own a stone yard in Red Bank; that, having an opportunity to purchase a quantity of building stone at a figure considerably lower than the market price, the complainants purchased a quantity in excess of their needs; and that at no time prior to the shipment of this material had complainants received so large a consignment of freight. It was claimed that the consignor made shipment under the directions of the complainants; that there was no holding back or bunching of cars; that it was in the power of the complainants to control the number of cars to be delivered in a day. It was further claimed that it was the duty of the respondent and required by law to insist upon payment of the demurrage charges and that it had instituted an action at law and obtained a judgment against the complainant for the demurrage charges.

Answer sent to complainant October 7th, 1911.

P. O'Rourke, Rutherford, N. J.,
vs.
Public Service Gas Company.

Complainant alleged refusal of Public Service Gas Company to lay a service pipe to his house in Rutherford, without payment being made therefor. This was alleged to be discriminatory as the application blank of the company specifies "no charge unless service pipe is over fifty feet from curb." The company in reply claimed that "conditions in regard to running service pipes in the borough of Rutherford are not similar to those

existing before the expiration of the franchise on February 16th, 1911; that the Public Service Gas Company has agreed to refund all payments made for service in the event of negotiations for a franchise resulting in a grant to the company.

Answer sent to complainant October 6th, 1911.

R. P. Thompson, Hillsdale,
vs.
Public Service Electric Company.

Complainant alleged that the Public Service Electric Company had been furnishing for several years current to Hillsdale village proper, but that notwithstanding efforts made on repeated occasions to have wires extended to his place, he had been unable to obtain service.

The company in reply admitted that the complainant had asked for extension of service to his house, but that the extension had been of such a nature that the business in sight did not justify construction of the line. It was further stated that arrangements had been recently made with the New York and New Jersey Telephone Company for the construction of a joint line of poles on which lines could be extended to complainant's residence, that this would reduce the expense and the extension would be made.

Answer sent to the complainant October 16th, 1911.

Woodward Lumber and Supply Company, Bayonne,
vs.
Public Service Electric Company.

Complainants alleged that they had "about six months ago" applied to the Public Service Electric Company for electric light for their office and mill, along with other consumers in the vicinity but had been unable to obtain same, and as a result they were greatly hampered in their business.

The company replied that authorization for the extension had been made and that the line would be built. Complainant advised later that electric service had been installed and was giving good results.

Brennan Sand Company, Lumberton,
vs.
Pennsylvania Railroad Company.

Complainants alleged discrimination in that they could not get empty cars to load, stating "we have only received three empty cars in a week, whereas our orders a week ago called for six cars to which was added another order for three cars per day, and still another for four cars per day. It is not a question of there being a scarcity of empty cars. One of our competitors at Mount Holly, New Jersey (the next station to Lumberton), is receiving from three to five cars daily. To-day they had five cars on their switch. In addition to this we received advices from a reliable source that there were four more cars standing at Medford Junction (which is a storage yard of cars for the Mount Holly, Lumberton and Medford branch of the Pennsylvania Railroad Company), which were for our competitor."

The respondent replied that there were several instances in which "cars consigned to the Brennan siding failed to get beyond Mount Holly, because the conductor who took them that far failed to leave the car waybill with the agent thereat, so that the latter was totally ignorant of the fact that they were intended for the Brennan Sand Company, and utilized them for other purposes, which probably led the sand company to believe that cars ordered for them were being diverted. This neglect on the part of the conductor has been corrected and such action taken as will, it is believed, eliminate any reasonable cause for further complaint."

Answer sent to complainants October 16th, 1911.

R. W. Ryan, Wildwood,
vs.
West Jersey Electric Company.

Complainant alleged that a customer of the company who burns $3.00 worth of electricity in one month gets a rebate of five per cent., making bill $2.85 net; that his bill for the

preceding month was $2.97, or 3 cents short of the $3.00, but that the company would not allow a discount.

The company admitted that its rule was as represented by Mr. Ryan, and stated "we have always believed our rates were fair to all our customers, but of the commission has anything to suggest we should be pleased to give the matter our prompt attention." The Board expressed the opinion that under the conditions disclosed the company should not charge the complainants more than $2.85, the amount charged the other customers referred to.

Charles E. Meehan
vs.
Atlantic City and Shore Railroad Company.

Complainant alleged overcrowding of car on trip between Ocean City and Atlantic City, naming, specifically, October 13th, and car leaving Ocean City at 12:20 noon.

Respondent replied that on the day mentioned the travel was unusually heavy, due to an exceptional condition at the beach near the trolley terminus. It was denied that the service was inadequate.

Answer sent to complainant October 20th, 1911.

E. L. Price
vs.
Delaware, Lackawanna and Western Railroad Company.

Complainant alleged that no drinking water was provided in cars of train leaving Newark for Branchville "about noon on Saturday, October 7th, 1911," and further stated that the brakeman on train told him that "the company stopped keeping water in the water-coolers on the cars some two months ago."

The company stated in reply that it provides drinking water in all coaches on passenger trains, except in the suburban zone; that there is little, if any, demand for water on trains in this zone, as the trips of passengers are short, and that in "discontinuing the practice of providing drinking water at this season of

the year on suburban trains we followed the custom prevailing on all railroads in the suburban zone tributary to New York City."

Answer sent to complainants October 28th, 1911.

D. Fred Aungst, Hamburg, Sussex County,
vs.
Delaware and Atlantic Telegraph and Telephone Company.

Complainant, supervising principal of public schools of Hardyston township, alleged that the telephone company refused to place a telephone in his office.

Respondent replied that Mr. Aungst is located in the territory operated by the Sussex Telephone Company, to which company he had previously made application for service; that Dr. Miller, president of the company, was advised of Mr. Aungst's complaint and arranged for an interview with the complainant. At this interview Mr. Aungst signed for service of the Sussex Telephone Company, and the station was connected on October 24th.

Answer sent to complainant October 26th, 1911.

Inhabitants of the City of Trenton
vs.
Trenton and Mercer County Traction Corporation.

Petition recited that damage is done by electricity to pipes laid in the streets of the city of Trenton to supply water to the inhabitants thereof. It was alleged that this was due to discharges of electricity owing to improper construction, and that chemical action, commonly called "electrolysis," causes leakage to occur, in consequence of which water flows to the streets, flooding them and loosening and rotting the foundations and surfaces of the pavements laid thereon.

The respondent denied that damage had been done the water pipes, because of improper construction, and disclaimed knowledge of any damage done said pipes. It was claimed that reconstruction and repair work directed to be performed by order

of the Board of Public Utility Commissioners was under way and that "such repair and reconstruction work will prevent the electrolysis complained of in said petition if any exists for which this respondent is responsible."

Answer sent to complainant November 11th, 1911.

Paul T. Wood
vs.
Public Service Railway Company.

Complainant alleged that as the ferry boat from Staten Island approaches the slip on the Bayonne side, the car starts without waiting to take passengers from that boat, making a delay of five or ten minutes.

The respondent submitted a schedule showing the headway of cars at all hours and claimed that crews operating cars, as well as the inspectors, are instructed to make connection with the boats, unless the boat is delayed in the passage over the river to a point which would make it impossible for the car, if it waited, to reach Twenty-second street on time. It was further claimed that "the inspector having supervision of the Bayonne end of the street railway reports as follows: As far as possible connections are made between the boats and trolley. Cars are held for the boats; however, when cars are running on close headway and boat is a little delayed, cars are sent out on schedule. There are few cases during the day when passengers are compelled to wait longer than one minute for car connections.

Answer sent to complainant November 22d, 1911.

Jennie S. Parker, West Long Branch,
vs.
Consolidated Gas Company.

Complainant alleged that the Consolidated Gas Company charges consumers for running its main wire from the street into the house. It was claimed that this is part of the company's construction and that its method of charging therefor is unjust. Complainant stated that she has an arc electric light in front of her house on the street, and that when the company was asked

to install a transformer and bring wire to her house it refused to do so except on payment of $100.00.

Respondent claimed that the arc light circuit in front of complainant's residence could not be used for residence lighting; that the commercial circuit was over 2,800 feet from the residence, and that the extension of service would not be profitable, but that as complainant seemed to be very anxious to have electric light service in her house, the company made a proposition, which it claimed was fair. It was further stated that up to the year 1908 all gas and electric service was run free of charge, but there were "so many idle services under this policy we decided to make a nominal charge, which is below the actual cost of doing the work and has nothing to do with the special case in question."

Answer sent to complainant November 3d, 1911.

Hotel Proprietors' Association, Ocean City, New Jersey,
vs.
Atlantic City and Shore Railroad Company.

The Hotel Proprietors' Association of Ocean City complained that Atlantic City and Shore Railroad Company charges 30 cents fare each way if paid to a conductor or 50 cents for a round trip if tickets are purchased from the company's agents stationed at the boardwalks at Atlantic City and Ocean City.

It was alleged that the location of the ticket office at the boardwalk, Ocean City, was inconvenient for most passengers using the line, particularly during the winter months. The location of a ticket office in the central part of the town or the sale of round-trip tickets by conductors on the cars was suggested. The company replied that it would put itself in communication with the complainants and endeavor to arrange for a change of location of its ticket office to their satisfaction.

Charles J. Merrell, Bound Brook,
vs.
Philadelphia and Reading Railway Company.

Complainant alleged that the distance from Bound Brook to Trenton is about the same as the distance from Bound Brook to

New York, but that on the same trains a person may commute from Bound Brook to New York for $8.80 per month while he is obliged to pay $12.00 per month to commute from Bound Brook to Trenton. It was stated that the trains run through from New York to Philadelphia and return and it was contended that no valid reason existed why a person should pay $3.20 more a month to travel about the same distance west of Bound Brook on these trains than he has to pay to travel east of Bound Brook.

The company admitted the difference in rates, but claimed that no basis of comparison exists between the rates from Trenton to Bound Brook and Bound Brook to New York. The rate of fare charged between Bound Brook and Jersey City was said to be fixed by the Central Railroad Company of New Jersey with regard to competitive conditions and heavy and constant travel, which conditions do not exist with regard to transportation of passengers between Trenton and Bound Brook. It was claimed that substantially one hundred times as many sixty-trip monthly tickets are sold between Bound Brook and New York as between Bound Brook and Trenton, and the charge of $12.00 for a sixty-trip monthly ticket was claimed to be just and reasonable.

Answer sent to complainant December 4th, 1911.

Applications, for Approval of Issues of Stock, Bonds, etc.

The following is a copy of the certificate of approval issued by the Board in the matter of applications for approval of issues of stock and bonds:

IN THE MATTER OF THE APPLICATION OF ..... } CERTIFICATE.
.....

Application being made to the Board of Public Utility Commissioners, by the....., by petition in writing, for approval of the proposed issue of ..... for the purpose of ....., and the said Board being satisfied, after investigation and due hearing, that the proposed issue of said ..... is to be made in accordance with law, and the purpose of such issue being approved by the Board, the said Board

HEREBY GRANTS said application (subject to Conference Order Number Seven) and APPROVES said proposed issue of said..... by said Company.

Dated .....

BOARD OF PUBLIC UTILITY COMMISSIONERS,

[SEAL.] By .....
President.

Attest:

.....
Secretary.

Conference Order Number Seven reads as follows:

IN THE MATTER OF REPORTS AS TO SALES OF STOCK AND SECURITIES APPROVED UNDER SUBDIVISION (e) OF SECTION 18, CHAPTER 195 OF THE LAWS OF 1911, AND DISBURSEMENTS OF PROCEEDS THEREOF. } CONFERENCE ORDER NUMBER SEVEN.

Whenever approval is granted, under the provisions of subdivision (e) of Section 18, Chapter 195 of the Laws of 1911, of the issue of stocks, certificates, bonds or other evidences of indebtedness, the company securing such approval shall half-yearly file with the Board a statement setting forth: (1) the amount of stocks, certificates, bonds or other evidences of indebtedness, issued under the certificate of approval, and (2) the extent to, and, in detail, the manner in which the proceeds thereof have been disbursed.

BOARD OF PUBLIC UTILITY COMMISSIONERS,

[SEAL.] By .....
President.

Attest:

.....
Secretary.

The following is a list of applications approved by the Board from January 1st, 1911, to December 31st, 1911.

HUDSON AND MIDDLESEX TELEPHONE AND TELEGRAPH COMPANY.—$101,002.50 capital stock.

This company secured certain designations for its through trunk line from the City of Newark and other municipalities south, across the counties of Union, Middlesex, Monmouth, Mercer, Burlington, Camden and Gloucester to the Delaware River. The purpose of the stock issued was to complete that portion of the line in Warren and Hunterdon Counties, this, in part, to be an entirely new line, and in part to provide for additional wires on existing pole lines. Estimates of the anticipated cost of the work were checked up and appeared to bear a proper relation to the amount of the proposed issue of stock.

Approved, January 6, 1911, after hearing.

OCEAN TOWNSHIP WATER COMPANY.—$2,000 capital stock.

The East Jersey Coast Water Company was incorporated to supply the Township of Neptune, Monmouth County, with water. Connection with its mains was desired by residents of that part of Ocean Township adjoining Neptune Township. The Ocean Township Water Company was formed by

stockholders of the East Jersey Coast Water Company to supply this demand, the right of the East Jersey Coast Water Company not extending beyond the limits of Neptune Township.

Approved, January 10, 1911, after hearing.

PUBLIC SERVICE GAS COMPANY—$200,000 par value capital stock.

The petition recited that the authorized capital stock of the Public Service Gas Company is ten million dollars; that there was issued and outstanding, at the date of the petition, $6,500,000 par value; that since the first day of October, 1909, the petitioner expended in extensions to plants the sum of $1,242,990.59, and in the same time expended on extensions to its distribution system for mains and governors $750,185.98, for service, $279,945.64 and for meters $316,010, making a total expenditure for distribution of $1,346,141.62, or a total expenditure of $2,589,132.21. On October 1, 1909, the outstanding stock of the petitioner was $3,960,000; since the first day of October, 1909, there was issued and sold for cash at par, capital stock which, added to the amount outstanding on said first day of October, 1909, makes a total of $6,500,000, the outstanding capital stock of the petitioner at date. The proceeds of the issue of $200,000 for which approval is asked, to be used for further extensions and betterment of plant.

Approved, January 6, 1911, after hearing.

PUBLIC SERVICE ELECTRIC COMPANY—$1,000,000 par value capital stock.

The petitioner recited that its authorized capital stock is $15,000,000; that there was issued, sold and outstanding, at the date of the petition, $6,750,000 par value. Since the first day of July, 1910, the petitioner has expended on extensions and betterments to its plant, $1,176,706.95; the proceeds of the issue of one million dollars capital stock, for which approval is asked, to be used for paying for such extensions and betterments.

Approved, January 6, 1911, after hearing.

CONSOLIDATED GAS COMPANY OF NEW JERSEY—$44,000 first mortgage refunding bonds—$1,000,000 first mortgage refunding bonds.

The petitioner prayed for the approval of the issuance, sale and delivery of first mortgage refunding bonds to the amount of forty-four thousand dollars, to be used for additions, betterments, improvements and extensions. Authorized capital stock of the Consolidated Gas Company is $1,000,000, all of which has been issued. Bonds outstanding amount to $1,015,000. The following items in amount were outstanding:

Certificate of indebtedness, ...	$99,350 00
Bills payable, ...	300,650 00
	$400,000 00

This amount was proposed to be paid for by means of six per cent. bonds sold at part. It was estimated the sum of $44,000 was needed for additions to the plant. Permission was asked for approval of an issue of bonds to the amount of $1,444,000, of which $1,000,000 was to be used for the gradual reduction of a like amount of bonds issued under an existing mortgage. Issue of $44,000 first mortgage refunding bonds. Approved, January 10, 1911, after hearing.

Issue of $1,000,000 first mortgage refunding bonds. Approved February 14, 1911, after hearing.

THE LACKAWANNA RAILROAD COMPANY—$3,416,000 capital stock.

The Lackawanna Railroad Company was incorporated for the purpose of constructing, maintaining and operating a railroad between Port Norris, Mor-

ris county, and Columbia, Warren county. Petitioner recited that the railroad was under construction; that the authorized capital stock was $8,000,000, of which $4,342,000 was issued and outstanding, all of which was owned by the Delaware, Lackawanna and Western Railroad Company; that the company was indebted to the Delaware, Lackawanna and Western Railroad Company in a sum not less than $3,416,000 for cash advances made to the Lackawanna Railroad Company for the construction of its railway. Petitioner asked for the approval of $3,415,000 capital stock, to be delivered to the Delaware, Lackawanna and Western Railroad Company for the purpose of paying the indebtedness of the Lackawanna Company.

Approved, January 10, 1911, after hearing.

SOMERSET, UNION AND MIDDLESEX LIGHTING COMPANY—$110,000 five per cent. bonds.

This was a petition by the Somerset, Union and Middlesex Lighting Company, Public Service Electric Company, Lessee.

The petitioner recited that the $110,000 par value bonds of the Plainfield Gas and Electric Light Company matured and became due on the first day of January, 1911; that the petitioner had paid said bonds and had requested the trustee, Guaranty Trust Company, to deliver to it the one hundred and ten bonds reserved under a mortgage of April 1, 1900. Approval was asked of the issuance by the trustee under the mortgage of one hundred and ten (110) bonds of the par value of $100,000 each.

Approved, January 31, 1911, after hearing.

ATLANTIC CITY ELECTRIC COMPANY—$10,000 first and refunding mortgage five per cent. bonds.

Petitioner recited that upon March 2, 1908, it executed and delivered to the Girard Trust Company a mortgage and deed of trust securing an issue of first and refunding mortgage five per cent. sinking fund gold bonds to the aggregate principal sum of $5,000,000. The petitioner issued and the Girard Trust Company certified, as trustee, $29,000 in principal amount of said bonds. Approval was asked for the issue, sale and delivery of $10,000 in principal amount of these bonds.

Approved, February 14, 1911, after hearing.

PISCATAWAY WATER COMPANY—$275,000.

Petitioner recited that it had entered upon the construction of a system of water-works in the county of Middlesex and had practically completed the same; that in order to raise funds necessary for the construction of said works it had executed and delivered to the Plainfield Trust Company a mortgage to secure an issue of bonds to the face value of $350,000. That prior to July 4, 1910, bonds to the face value of $56,000 had been issued and sold, and that there remained available for use for the completion of the applicant's work the balance secured by the mortgage to the amount of $294,000. Approval was asked for the issue, sale and delivery of the bonds remaining unissued to raise funds for the completion of the applicant's work. Approval was allowed to the extent of an issue of $275,000 par value.

Approved, February 14, 1911, after hearing.

RARITAN TOWNSHIP WATER COMPANY—$300,000.

Approval of this issue was asked for the purpose of completing work in which the company was engaged. Investigation showed the amount to be reasonably required for the purpose, and certificate of approval was issued.

Approved, February 14, 1911, after hearing.

MINE SPRINGS WATER COMPANY—$10,000 five per cent. first mortgage bonds.

Petitioner asked for approval of an issue of $10,000 first mortgage bonds, the proceeds to be used to pay for the construction of the company's works, plant and pipe line, to include sinking of wells and erection of reservoir or stand pipe. Investigation showed the amount to be reasonably required for the purpose.

Approved, February 21, 1911, after hearing.

SHORE ELECTRIC COMPANY—$341,500 bonds.

The petition of the Shore Electric Company stated that the said company had expended since its incorporation, for extension, betterments and additions to plant, or obligated itself for such extensions and additions to the amount of $205,000. To pay this outstanding indebtedness, and to purchase the stock of the Seabright Electric Company and the Citizens Light and Fuel Company, corporations doing similar business near the territory of the petitioner, approval was asked of an issue of bonds of the par value of $341,500.

Approved, March 7, 1911, after hearing.

STOCKTON WATER COMPANY.—$100,000 bonds.

The Stockton Water Company was organized March 28, 1902, with a capital stock of $100,000, shares $50.00 each. All of this stock was issued, the proceeds being used to construct a pumping plant and stand pipe and to lay mains in Stockton Township, which territory now forms a part of the said Company. Capital stock was increased on February 6, 1911, to $200,000, of which approval was asked. To provide additional service due to the growth of the territory served by the company, it became necessary to purchase additional real estate and lay additional mains.

Approved, March 14, 1911, after hearing.

ATLANTIC CITY AND SHORE RAILROAD COMPANY.—$100,000 first mortgage bonds.

This issue forms part of an issue of $1,000,000 of bonds authorized under first mortgage and collateral trust deed made by the Atlantic City and Shore Railroad Company to the Girard Trust Company of Philadelphia, Trustee, $850,000 having been heretofore sold. The purpose of selling bonds to the value of $100,000 was to fund in part, a floating indebtedness incurred by the Company in the payment of principal of certain trust obligations and certain capital expenditures for extensions of the system operated.

Approved March 14, 1911, after hearing.

GAS AND ELECTRIC COMPANY OF BERGEN COUNTY—$234,000.

This application was for the approval of an issue of bonds to the amount of thirty-nine thousand dollars, in payment for work done upon the property of the Gas and Electric Company of Bergen County by the Public Service Corporation; of an issue of bonds of the par value of one hundred and forty-three thousand dollars, in payment for work done upon the property of the Gas and Electric Company of Bergen County by the Public Service Gas Company, and of an issue of bonds to the par value of fifty-two thousand dollars, in payment for work done upon the property of the Gas and Electric Company of Bergen County by the Public Service Electric Company.

Approved, March 21, 1911, after hearing.

GAS AND ELECTRIC COMPANY OF BERGEN COUNTY—$50,000.

The petitioner recited that one of the subsidiary companies, which was merged into the Gas and Electric Company of Bergen County, was the New York, Rutherford and Suburban Gas Company; that the said New York, Rutherford and Suburban Gas Company executed to the Knickerbocker Trust Company, as trustee, a mortgage to secure bonds therein specified to the par value of fifty thousand dollars; that the bonds became due March 1, 1911, and bear interest at the rate of six per centum per annum; that in a mortgage of the Gas and Electric Company of Bergen County, to secure the five hundred thousand dollar bonds, at par, bonds were reserved to the par value of fifty thousand dollars to take up and discharge the fifty thousand dollars, first mortgage bonds, of the New York, Rutherford and Suburban Gas Company. The petitioner asked for approval of the issuance and sale of fifty thousand dollars of bonds for the purpose of taking up and discharging the said first mortgage bonds of the New York, Rutherford and Suburban Gas Company.

Approved, February 28, 1911, after hearing.

NOTE.

The issue of bonds and stock by the Salem Electric Company is headed Salem Gas Company. This is an error, and should read Salem Electric Company.

sand dollars, and preferred stock in the sum of forty thousand dollars, the proceeds of said issues to be used in the purchase of an original issue of bonds to enable the company to reduce its fixed charges.

Approved, March 21, 1911, after hearing.

JAMESBURG WATER COMPANY—$5,000 stock.

This company made various extensions and improvements incurring a floating indebtedness, for which the approval of an issue of stock to the par value of five thousand dollars was asked.

Approved, March 21, 1911, after hearing.

ATLANTIC CITY GAS COMPANY—$202,500 bonds.

The petitioner recited that the Atlantic City Gas Company was organized under date of February 8, 1910, by consolidating the Atlantic City Water Company and the Consumers Gas and Fuel Company, the consolidating corporations having been organized for the purpose of the manufacture and sale of gas in Atlantic City, and the places contiguous thereto. Upon the organization of the company a mortgage was executed and delivered to the Girard Trust Company of Philadelphia, to secure an issue of bonds in the sum of six million dollars. Of the bonds so authorized there were at once issued, in pursuance of the agreement of merger and consolidation, bonds in the sum of three million dollars, the remainder of the bonds to be issued only at 85% of the cost of additional property, or of additions, betterments, etc. The issue of the remaining bonds, as respects the first one million dollars thereof, to be made only when the net earnings of the company for the twelve months, preceding the first day of the month in which the application for issuance of bonds is made to the trustee, equal the interest on all bonds outstanding, and the bonds then applied for, and in addition thereto a sum equal to fifty per cent. thereof. As respects the remaining two million dollars of bonds, the same condition applies, except that the excess earnings shall be at least seventy-five per cent. above bond interest.

It was recited that since the organization of the company additions and improvements had been made to the amount of $238,261.40, and that under the terms of the mortgage the company became entitled to demand the issuance of two hundred and two thousand five hundred dollars of bonds.

Approved, February 28, 1911, after hearing.

NORTH JERSEY RAPID TRANSIT COMPANY—$195,000 bonds, $163,000 stock.

The petition of the North Jersey Rapid Transit Company recited that the petitioner is a railroad corporation, organized under the "General Railroad Act" for the purpose of constructing a railroad in Bergen County, from the Passaic River, in the City of Paterson, to a point on the line between the State of New York and the State of New Jersey, near the Village of Suffern, in the State of New York.

The North Jersey Rapid Transit Company entered into a contract with the North Jersey Construction Company to build its road, in consideration of five hundred and seventy-five bonds of the said Transit Company, of the par value of one hundred dollars each, to be secured by mortgage upon the property and franchises of the company, and also five thousand seven hundred and fifty shares, par value one hundred dollars each, of capital stock. The petition states that said stock and bonds were delivered to the contractor before the fourth day of July, nineteen hundred and ten.

It appeared that the contract would not provide for the construction and equipment of a thoroughly efficient railroad of the most approved modern method and facilities. A supplemental contract was entered into, between the parties, providing for additional construction, building and completing the railroad and furnishing additional property for terminals, also enlarging and constructing more substantially, stations, bridges and car barns, and supplying additional machinery and appliances. For this the North Jersey Rapid Transit Company agreed to pay the Construction Company two hundred and twenty-five bonds in the par value of one thousand dollars each, first mortgage bonds of the company; one thousand nine hundred and thirty shares of the capital stock of the company, of the par value of one hundred dollars each, also the sum of thirty-two thousand dollars in cash.

Considerable work was done under the supplemental or additional contract, and before the fourth day of July, nineteen hundred and ten, the Rapid Transit Company paid to the Construction Company, under said supplemental contract, thirty bonds of the par value of one thousand dollars, and three hundred shares of the capital stock. On May 2, 1910, the Transit Company caused a mortgage to be executed to secure an issue of bonds to the amount of two million dollars. The Board approved the issue of one hundred and ninety-five thousand dollar bonds, and one hundred and sixty-three thousand dollars of capital stock.

Approved, February 28, 1911, after hearing.

FARMERS TELEPHONE COMPANY—$6,800 capital stock, $15,000 capital stock.

The Farmers Telephone Company applied for the approval of an issue of capital stock at the par value of sixty-eight hundred dollars, the proceeds to be used for new construction.

Subsequently the company asked for the approval of the issue of the balance of its treasury stock, amounting to thirty thousand five hundred dollars. Investigation showed that an amount not greater than fifteen thousand dollars might be required for new construction, during the year nineteen hundred and eleven, and the Board approved of an issue of this amount and deferred action upon the balance of fifteen thousand five hundred dollars.

Issue of $6,800 capital stock approved February 28, 1911, after hearing.

Issue of $15,000 capital stock approved April 18, 1911, after hearing.

SHORE LIGHTING COMPANY—$400,000 five per cent. gold bonds.

The petitioner recited that the Shore Lighting Company was formed by virtue of the consolidation of the Shore Electric Company, Seabright Electric Light Company, and the Citizens Light and Fuel Company of South Amboy; that by virtue of an agreement of merger and consolidation, and in order to provide for the method of changing the securities of the constituent companies for the securities of the consolidated company, it was provided that the consolidated company should issue four hundred thousand dollars at par of five per cent. gold bonds, secured by mortgage on its properties, rights and franchises. The petitioner proposed to execute a mortgage to the Title Trust Company, bearing date the first day of April, nineteen hundred and eleven, to secure the bonds specified in the merger agreement, and desired to issue and dispose of the bonds as specifically set forth in said merger agreement, heretofore filed with the Board.

Approved, March 28, 1911, after hearing.

TRENTON STREET RAILWAY COMPANY—$500,000 five per cent. bonds.

The petition of the Trenton Street Railway Company recited that said company leased to the Trenton and Mercer County Traction Corporation, all of its property, rights, privileges and franchises; that under the terms of said lease it was provided that said Trenton Street Railway Company, at the request of the Trenton and Mercer County Traction Corporation, would mortgage its property and franchises to secure an issue of five hundred thousand dollars of five per cent. bonds; that the Trenton and Mercer County Corporation had requested the Trenton Street Railway Company to issue said bonds, in accordance with the terms of said lease.

Attention was directed, in the petition, to the fact that the lease was approved by the Board of Public Utility Commissioners, conditioned upon the formal acceptance by the lessor and lessee, in said lease named, of the terms contained in a memorandum made by the Board of Public Utility Commissioners; that the terms of the memorandum have been accepted by the Trenton Street Railway Company, and that the issuance of bonds to the amount stated above had been authorized by the company.

Approved, March 24, 1911, after hearing.

BERGEN AQUEDUCT COMPANY—$65,500 in stock, $64,000 bonds.

The petition of the Bergen Aqueduct Company recited that the authorized capital stock of the company was one hundred thousand dollars; that it has executed a mortgage on its property to the New Jersey Title, Guarantee and Trust Company, trustee, to secure five per cent. mortgage bonds of the aggregate amount of two hundred thousand dollars; that to raise money for building its water works, and lay mains, it has heretofore issued and sold capital stock to the par value of thirty-four thousand five hundred dollars, and has issued mortgage bonds to the amount of one hundred and thirty-six thousand dollars; that the company would require the sale of the residue of its authorized stock and bonds for the enlargement of its water supply plant, and for the extension of its mains and other improvements. Application was made for the approval of the sale of sixty-five thousand five hundred dollars of stock, and sixty-four thousand dollars of bonds.

Approved, March 28, 1911, after hearing.

BERGEN WATER COMPANY—$13,000 bonds, $13,000 stock.

The petition of the Bergen Water Company recited that the authorized capital stock of the company was twenty-five thousand dollars; that stock had been issued to the par value of twelve thousand dollars, and that the company had authorized an issue of mortgage bonds to the amount of two hundred and fifty thousand dollars, seventy-nine thousand dollars of which

had been issued; that for the enlargement of its water supply and the extension of mains and for other improvements, it was necessary to sell the remaining thirteen thousand dollars of its stock, and one hundred and seventy-one thousand dollars of bonds.

Approved, March 28, 1911, after hearing.

POINT PLEASANT WATERWORKS COMPANY—$25,000 stock, $60,000 bonds.

The Point Pleasant Waterworks Company was granted a franchise by the borough of Point Pleasant Beach in 1894, to provide a supply of water for said borough. The petition recited that since the passage of the ordinance the borough has materially increased in population and it had become necessary to enlarge the waterworks plant of the petitioner; that the petitioner had entered into a contract with the borough for furnishing an additional supply of water, and that under the contract, it was necessary to install larger and more extensive water mains, pumps, stand pipes, etc. In order to provide the funds for construction and extensions it would be necessary for the company to issue twenty-five thousand dollars additional capital stock, and sixty thousand dollars of bonds.

Approved, after hearing, April 11, 1911.

COAST GAS COMPANY—$250,000 capital stock, $680,000 five per cent. bonds.

This company was formed in 1902 with a capital stock of ten thousand dollars, five thousand dollars of which was immediately issued. A short time later the stock was increased to two hundred and fifty thousand dollars, all of which was issued, and with the proceeds of which a plant at Belmar was constructed, and franchise rights and distributing system of the acetylene plant at Avon were purchased. Extensions were made, from time to time, and bonds were issued, which, by nineteen hundred and ten, amounted to two hundred and forty thousand dollars. Other extensions were made, in addition to those provided for by the issue of bonds, which extensions were paid for from the earnings of the company. In doing this, there were left unpaid, by agreement with bondholders, the interest on bonds for the greater part of the last seven years. At the time of application the company appeared to have bills payable to the extent of seventy-six thousand six hundred and twenty-four dollars and fifteen cents. The total outstanding indebtedness of the company amounted to one million seventy-two thousand four hundred and seventy dollars and fifty-one cents. In order to take up its outstanding issue of bonds, and to provide funds for the extension of the company's plant and to obtain franchises and control of the gas plants in operation in Point Pleasant, Lakewood and Manasquan, the company asked for the approval of an increase of capital stock from two hundred and fifty thousand dollars to one million dollars, and the issue of two hundred and fifty thousand dollars of said increase of stock; also for the creation of a bonded indebtedness of one million dollars, and the issue of six hundred and eighty thousand dollars of said bonded indebtedness.

The Board approved the issuance of two hundred and fifty thousand dollars of capital stock, and the issuance of six hundred and eighty thousand dollars of five per cent. bonds.

Approved, April 11, 1911, after hearing.

MORRIS RAILROAD COMPANY—$6,000 stock.

The Morris Railroad Company was incorporated under the "General Railroad Act" and asked for the approval of an issue of capital stock to the amount of six thousand dollars, being approximately two thousand dollars for each mile of construction thereof, of railroad designated in the Certificate

of Incorporation, the company having deposited with the State Treasurer said sum as required by the "General Railroad Act."

Approved, April 18, 1911, after hearing.

NEW JERSEY AND HUDSON RIVER RAILWAY AND FERRY COMPANY—$100,000 bonds.

The petitioner recited that for advancing the purposes of its incorporation, it authorized the issue of bonds to the par value of five million dollars, secured by a mortgage on all its property and franchises; and of such issue, bonds to the par value of three million nine hundred and eleven thousand dollars have been sold and are now outstanding.

The petitioner asked for approval of the issue of one hundred thousand dollars par value bonds, the proceeds to be deposited with the trustee under the mortgage, and, upon the approval of the trustee, as provided in the mortgage, thirty-eight thousand nine hundred and seventy-four dollars and thirty-five cents of the proceeds to be used to pay for extensions and new construction, new equipment and property purchased by the New Jersey and Hudson River Railway and Ferry Company; the balance to be held by the trustee and used for future extensions, construction, equipment, etc.

Approved, April 18, 1911, after hearing.

MERCHANTVILLE WATER COMPANY—$16,000 capital stock, $55,400 capital stock.

Application was made for the approval of these issues of stock, the proceeds to be used in payment for exensions and improvements. Details of these were checked under the direction of the Board and the amounts required were deemed reasonably necessary for the purposes of the company.

Approved, April 21, 1911, after hearing.

PLAINFIELD-UNION WATER SUPPLY COMPANY—$250,000 bonds.

The Plainfield-Union Water Supply Company asked for the approval of an issuance of $250,000 par value bonds, for the purpose of raising funds to pay bonds of like amount, which had been heretofore issued and sold by the Plainfield-Union Water Supply Company and which matured on the first day of May, nineteen hundred and eleven.

Approved, April 21, 1911, after hearing.

JAMESBURG ELECTRIC COMPANY—$4,000 stock, $6,500 bonds.

The Jamesburg Electric Company asked for the approval of an issue of $4,000 stock and $6,500 first mortgage bonds, to cover the cost of an electric lighting system in the borough of Jamesburg, to supply service under a franchise recently granted by the borough.

Approved, April 21, 1911, after hearing.

WILDWOOD AND DELAWARE BAY SHORT LINE RAILROAD COMPANY—$50,000 par value bonds, $70,625 par value bonds.

Application was made for the approval of an issue of stock to the amount of $49,000 and bonds to the amount of $49,000, in payment of rights of way and for releases of owners, as set forth in schedule annexed to the petition. The petitioner also asked for approval of an issue of bonds amounting in par value to $75,250, the proceeds to be used in payment of engineering and other preliminary work, including interest on bonds. After investigation and hearings, the Board approved, in lieu of the above, an issue of bonds to the par value of fifty thousand dollars and another issue to the par value of seventy thousand six hundred and twenty-five dollars.

Approved, May 9, 1911, after hearing.

RIVERSIDE TRACTION COMPANY—$137,125 bonds.

The Riverside Traction Company applied for the approval of an issue of $219,400 par value bonds to secure the plants of the Bordentown Electric Light and Motor Company and the Cinnaminson Electric Light, Power and Heating Company. The company represented that the work of reconstruction of the Riverside Traction Company was not finished; that it had been the policy of the company not to attempt to sell bonds of the road until it could show the buyer a completed proposition; that the Riverside Traction Company intended to use the issue of bonds prayed for in the petition filed as collateral at fifty cents on the dollar until such time as they could be sold.

In lieu of the approval of the issue of $219,400 par value of bonds to be used as stated by the petitioner, the Board approved the issue of one hundred and thirty-seven thousand one hundred and twenty-five dollars bonds.

Approved, May 6, 1911, after hearing.

LEHIGH AND HUDSON RIVER RAILWAY COMPANY—$1,185,000 five per cent. bonds.

The petitioner prayed for the approval of an issue of five per cent. bonds to the amount of $1,185,000 to be secured by its mortgage dated July 1, 1890, for three million dollars; the following certificate was issued by the Board following hearing:

"WHEREAS, The Lehigh and Hudson River Railway Company is indebted upon certain bonds secured by mortgages which are liens upon its property as follows:

"1. First mortgage bonds of the Warwick Valley Railroad Company, dated April 1, 1871, due October 1, 1900, bearing interest at the rate of six per cent. per annum, secured by mortgage of even date therewith to Daniel B. Halsted of the city of New York, trustee, of which there are now outstanding bonds of the par value of $145,000. The payment of the principal of at which time said principal will be due and payable, according to the terms said bonds has been heretofore duly extended to the first day of July, 1911, of said extension.

"2. Second mortgage bonds of the Warwick Valley Railroad Company, dated December 1, 1881, due April 1, 1912, bearing interest at the rate of six per cent. per annum, secured by a mortgage of even date therewith to Daniel B. Halsted of the city of New York, as trustee, of which there are now outstanding bonds to the par value of $240,000.

"3. First mortgage bonds of the Lehigh and Hudson River Railway Company dated July 1, 1881, due July 1, 1911, bearing interest at the rate of five per cent. per annum, secured by a mortgage of even date therewith to Daniel B. Halsted and Frederick A. Potts of the city of New York, trustees, of which there are now outstanding bonds of the par value of $800,000; and,

"WHEREAS, The said The Lehigh and Hudson River Railway Company desires to refund the aforesaid bonds at their maturity, by issuing its thirty-year, five per cent. gold bonds upon the security of its general mortgage executed by it to the Central Trust Company of New York, as trustee, under date of July 1, 1890; now, therefore, it is

"ORDERED: (1) That the Lehigh and Hudson River Railway Company be and it hereby is authorized to issue its thirty-year, five per cent. gold bonds upon the security and according to the terms of its general mortgage to Central Trust Company of New York, trustee, dated July 1, 1890, to the aggregate amount of $1,185,000.

"ORDERED: (2) That the proceeds of said bonds so authorized be used for the following purposes only, to wit; to refund or discharge (a) said first mortgage bonds of the Warwick Valley Railroad Company to the amount of $145,000; (b) the second mortgage bonds of the Warwick Valley Railroad Company to the amount of $240,000; (c) first mortgage bonds of the Lehigh and Hudson River Railway Company to the amount of $800,000, as hereinbefore recited.

"ORDERED: (3) That the said bonds herein authorized may be exchanged, par for par, for the bonds hereinbefore described or, at the option of the company, may be sold at not less than their face or par value, and the proceeds used for the discharge of the said bonds.

"ORDERED: (4) That in case said bonds shall be sold for a sum in excess of their face or par value, the amount realized for the same in excess of said par value shall not be used for any purpose without the further authorization of this Commission.

"That in the opinion of this Commission the money to be procured by the issue of said bonds is reasonably required for the purposes specified herein, and that said purposes are not in whole or in part reasonably chargeable to operating expenses or to income.

"ORDERED: (5) That said The Lehigh and Hudson River Railway Company shall make verified reports to this Commission as follows:

"(a) Upon the sale, if sold, of said $1,185,000 in mortgage bonds hereby authorized to be issued, or any of them, the fact of such sale, the terms and conditions of sale, and the amounts realized therefrom, which shall not be less than their face or par value; (b) if the said mortgage bonds hereby authorized to be issued, or any of them, are exchanged for the mortgage bonds now outstanding and hereinbefore described, or any of them, the facts in detail of such exchange; (c) in case said mortgage bonds hereby authorized to be issued, or any of them, shall, if sold, realize more than their face or par value, that fact in detail; (d) at the termination of each and every period of six months after the date of this order the disposition and use made of the proceeds of said $1,185,000 in mortgage bonds hereby authorized to be issued, or any of them, if sold, or the disposition and use of said mortgage bonds, or any of them, if exchanged, setting forth in reasonable detail the purposes to which the proceeds have been devoted, or the manner of the exchange, in accordance with the terms of this order, and that such reports shall be made until all of the proceeds of said mortgage bonds have been expended in accordance with the terms of this order, or until all of said mortgage bonds have been exchanged in accordance with the terms of this order."

Adopted May 31, 1911.

LAUREL SPRINGS WATER COMPANY—$550 stock.

The petition of the Laurel Springs Water Company asked for approval of an issue of capital stock to the amount of five hundred and fifty dollars, par value, for the purpose of purchasing a lot of land adjoining the lot on which its present artesian wells are located.

Approved, June 6, 1911, after hearing.

NEW JERSEY GAS COMPANY—$63,500 bonds, $9,200 capital stock, $33,800 bonds, and $5,500 capital stock.

The New Jersey Gas Company asked permission to issue $76,000 par value, first mortgage, five per cent. bonds, and $9,200 par value stock, in exchange for $23,000 par value first mortgage bonds of the Swedesboro Gas Company, and $25,000 par value stock of the said Swedesboro Gas Company; the petitioner representing that the stock and bonds of said Swedesboro Gas Company are worth, in cash, the sum of $70,000. The petitioner also requested permission to issue $34,000 par value, five per cent. mortgage bonds, $5,500 par value stock, for property of the cash value of $32,539.70 (said property consisting of pipe line from Glassboro to Swedesboro), in order to connect the central plant at Glassboro with the Swedesboro plant.

The board approved the issue of bonds to the amount of $63,500 instead of the amount of $76,000, as originally applied for, and capital stock to the amount of $9,200, also approved the issue of mortgage bonds to the amount of $33,800 instead of $34,000, and capital stock to the amount of $5,500.

Approved, June 13, 1911, after hearing.

WEST JERSEY AND SEASHORE RAILROAD COMPANY—$1,089,000 first mortgage bonds.

The petition of the West Jersey and Seashore Railroad Company recited that the companies merged and consolidated in the said West Jersey and Seashore Railroad Company had outstanding bonds, debentures and obligations, amounting in the aggregate to about $4,600,000 which, after consolidation and merger, became the obligation of the petitioner; that after the consolidation, the West Jersey and Seashore Railroad Company, in order to provide for the discharge of the above amount and other obligations, and to aid in the completion and equipment of its railroad, exceuted a mortgage of its property and franchises to secure bonds in the aggregate amount of $7,000,000, to bear interest at the rate of four per centum; that of the $7,000,000 of bonds, secured by the mortgage, $5,911,000 have been heretofore issued, leaving a balance of $108,800 which must be devoted to the discharge of such of the indebtedness of the constituent companies as remain unpaid, namely, $999,000 of consolidated bonds of the Camden and Atlantic Railroad Company, maturing July, 1, 1911, and $90,000 of first mortgage bonds of the Woodstown and Swedesboro Railroad Company, maturing on May 1, 1912. The petitioner asked for the approval of the issue of its mortgage consolidated bonds to the aggregate amount of $1,089,000 for discharge of the indebtedness as mentioned above.

Approved, June 20, 1911, after hearing.

LONG BRANCH SEWER COMPANY—$1,400 stock.

The petition of the Long Branch Sewer Company asks for the approval of the issue of fourteen shares of capital stock, the proceeds to be applied on account of obligations incurred in making certain improvements during the years 1910 and 1911.

Approved, July 5, 1911, after hearing.

NORTHAMPTON, EASTON AND WASHINGTON TRACTION COMPANY—$100,000 six per cent. notes.

The petitioner asked for the approval of an issue of one hundred thousand dollars of six per cent. serial collateral notes, to be dated July 1, 1911, in the denomination of one thousand dollars each, same to be due and payable to the amount of five thousand dollars on January 1st and July 1st, next ensuing, until July 1, 1921. The funds to be secured by a deposit in trust of certain collateral, enumerated in the petition, and the proceeds of the notes, when sold, to be used for refunding outstanding obligations.

Approved, July 5, 1911, after hearing.

MIDDLESEX ELECTRIC LIGHT AND POWER COMPANY—$5,000 bonds.

The petitioner asked for approval of five thousand five per cent. fifty-year first mortgage gold bonds, the proceeds to be used for extensions to plant of the said company.

Approved, July 21, 1911, after hearing.

PUBLIC SERVICE GAS COMPANY—$1,250,000 capital stock.

The petition of the Public Service Gas Company asks for the approval of an issue of one million two hundred and fifty thousand dollars capital stock, the proceeds to be used for extensions to plant of said company. The petitioner submitted a statement of authorized capital stock, and the amount outstanding, the dates and amounts already issued and a list of extensions and betterments authorized by the Company; the amount expended in excess of stock issued and bonds received, and the estimated cost of expendi-

tures to be made, amount to one million four hundred and seventy thousand eight hundred and thirty-nine dollars and sixty-one cents.

Approved, July 25, 1911, after hearing.

MIDDLESEX WATER COMPANY—$300,000 bonds.

The petition of the Middlesex Water Company asks for the approval of bonds to the amount of three hundred thousand dollars, for refunding certain other bonds; refunding of floating indebtedness and the construction of additional facilities.

Approved, August 15, 1911, after hearing.

LAUREL SPRINGS WATER SUPPLY COMPANY—$14,425 capital stock, $50,000 20-year 6 per cent. bonds.

The petitioner recited that the Laurel Springs Water Supply Company was incorporated on the fifteenth day of January, 1907, for the purpose of constructing a system of water works in the township of Clementon, Camden county; that the amount of its authorized capital stock was fifty thousand dollars, of which ten thousand five hundred and seventy-five dollars, par value, had been issued for cash. The company had a bonded indebtedness of fifteen thousand dollars, consisting of one hundred and fifty six per cent. bonds, one hundred dollars each, dated November 1, 1908, payable November 1, 1928. It was further recited that the stock and bonds issued had been sold for cash at par and the proceeds of the sale used by the company in building a water works system at Laurel Springs and extending the same to Stratford and Kirkwood, all in Clementon township. The purpose of the issue of stock and bonds for which approval was asked was stated to be securing of funds to pay present indebtedness of the company, which had been incurred from time to time in making extensions to the plant; to refunding and retiring the present issue of bonds, and for the purpose of making extensions, which were enumerated in the petition.

Approved, September 29, 1911, after hearing.

NEW JERSEY GAS COMPANY—$197,000 five per cent. thirty-year gold bonds.

The petitioner asked for approval of an issue of bonds to the par value of one hundred ninety-seven thousand dollars, to be substituted for bonds, in like amount, of bonds of companies merged and consolidated in and with the said New Jersey Gas Company.

Approved, October 3, 1911, after hearing.

NORMANDY WATER COMPANY—$15,000 capital stock.

The petitioner recited that the Normandy Water Company was incorporated in the year 1908, with an authorized capital stock of one hundred and fifty thousand dollars, commencing business with fifteen thousand dollars; that the amount of capital stock of which the company was supposed to have commenced business had never, in fact, been issued, but the money was advanced by one of its incorporators; that the company had operated water plants as a tenant, but that the actual title to the properties and water plants operated by it had never actually vested in the Normandy Water Company. The petitioner applied for the approval of an issue of fifteen thousand dollars, capital stock, the proceeds of which were to be used to purchase certain waters, springs, water courses, etc., with the right to take and divert the same.

Approved, October 10, 1911, after hearing.

RUMSON LAND AND DEVELOPMENT COMPANY—$10,000 stock.

Petitioner recited that the Rumson Land and Development Company was incorporated in 1902; that the company is engaged in owning and operating a small system of sewers in the easterly portion of the borough of Rumson, in the county of Monmouth; that the State Board of Health of New Jersey has directed the company to provide a sewage disposal plant for the treatment of sewage before discharging the same into the Shrewsbury river; that approximately ten thousand dollars would be needed to construct the sewage disposal plant, and that it would be necessary for the company to sell capital stock for this purpose.

Approved, October 10, 1911, after hearing.

NEW JERSEY GAS COMPANY—$66,000 bonds.

Application was made by the New Jersey Gas Company for approval of a proposed issue of five per cent. first mortgage bonds, to the amount of $137,500, and capital stock to the amount of $15,600, for the purchase of certain stock and bonds of the Penns Grove Gas Company, the Bridgeport Gas Company, and to do certain construction work. The board gave its approval for the proposed issue, by the company, of five per cent. first mortgage bonds, to the amount of $66,000.

Approved, October 10, 1911, after hearing.

SOUTH JERSEY GAS, ELECTRIC AND TRACTION COMPANY—$375,000 bonds.

Petitioner asked for the approval of the proposed issue of three hundred and seventy-five thousand dollars, first mortgage, five per cent. gold bonds, to be sold at not less than par, the proceeds to be used for extensions to the plant of the South Jersey Gas, Electric and Traction Company.

Approved, November 14, 1911, after hearing.

STONE HARBOR ELECTRIC LIGHT AND POWER COMPANY—$5,400 capital stock, $23,200 bonds, and $12,000 bonds.

The Stone Harbor Electric Light and Power Company was formed in the latter part of June, 1910, to supply electric lighting service to the territory known as Seven-Mile Beach, Middle township, Cape May county. Approval was asked for an issue of stock to the par value of $5,400, for the purchase of land; an issue of bonds to the par value of $23,200, to be used in purchasing and acquiring property and plant, and an issue of bonds to the par value of $12,000, to be expended in the erection and equipment of a permanent power house.

Approved, November 28, 1911, after hearing.

PUBLIC SERVICE ELECTRIC COMPANY—$2,500,000 stock.

In its petition for the approval of $2,500,000 capital stock, the Public Service Electric Company recited that on July 1, 1910, the date upon which it commenced operations, its outstanding stock was $6,750,000; that in January, 1911, with the approval of the Board of Public Utility Commissioners, the company issued and sold at par additional stock to the amount of $1,000,000. During the period from July 1, 1910, to August 1, 1911, capital expenditures were made to the extent of $2,828,150.77, less $16,904.86, for property of leased companies sold. The company reported that it received $52,000 par value of the general mortgage bonds of the Gas and Electric Company of Bergen County, as reimbursement for expenditures for extensions and betterments to the property of that company.

Funds for capital expenditures in excess of the amounts received from the sale of capital stock, and from the sale at par of the bonds received,

were provided from surplus earnings and by advances made by Public Service Corporation of New Jersey.

It was stated by the petitioner that to reimburse itself for the expenditures made from surplus earnings, and to reimburse Public Service Corporation of New Jersey, and to provide funds necessary for extensions and betterments during the year, the petitioner desired to make the proposed stock issue; the stock to be sold from time to time at par, as cash is required to Public Service Corporation of New Jersey. A list of extensions and betterments authorized by the board of directors of the Electric Company, with the estimated cost thereof and the amounts expended thereon to July 31, 1911, was submitted. It appearing from the report of the Board's accountant and chief inspector of its Utilities Division and hearing on the application that the amounts set forth were accurate, reasonably necessary for the proper purposes of the company and to be issued in accordance with the statutes relating thereto, the application was approved.

Approved, December 5, 1911, after hearing.

THE LACKAWANNA RAILROAD COMPANY OF NEW JERSEY—Capital stock to the amount of $10,750,000.

The Lackawanna Railroad Company of New Jersey represented in its petition that the company's railroad is under construction, and nearing completion, and that the company had outstanding $7,758,000 of capital stock out of $8,000,000 authorized. It was further represented that the company had already expended and incurred debts and obligations in and about the construction of its railroad in the sum of $10,300,000; that the completion of the railroad in all respects for operation would reasonably require the sum of $450,000 in addition to the amounts already expended and debts and obligations contracted. The petitioner filed in the office of the Secretary of State a certificate of increase of capital stock from $8,000,000 to $11,000,000, and desired to issue 29,920 shares of stock for cash at the par value thereof of $100 each, for the purpose of completing the railroad for operation, bringing the total outstanding capital stock of the company to 107,500 shares of the total par value of $10,750,000.

Petitioner asked for the approval, issuance, sale and delivery of 29,920 additional shares of capital stock to be sold and issued to the Delaware, Lackawanna and Western Railroad Company to the par value thereof. A schedule of expenditures showing the total cost of the Lackawanna Railroad to be $10,455,345.95 was submitted. This was checked under the direction of the board. The board issued a certificate approving issue to the amount of $10,750,000.

Approved, December 5, 1911, after hearing.

Leases, Mergers, etc.

Merger of Rockaway Electric Light and Improvement Company and Dover Electric Light Company.

Application was made for the approval of a merger of the Rockaway Electric Light and Improvement Company and the Dover Electric Light Company into a single corporation to be named the Dover Electric Company.

Investigation showed these companies to be owned by the same people and serving separate, but contiguous territories. The Rockaway Electric Light and Improvement Company had no plant but owned distributing mains supplied by the plant of the Dover Company.

Approved January 13th, 1911, after hearing.

Leases of Trenton Street Railway and Contiguous Roads to the Trenton and Mercer County Traction Corporation.

Application was made for the approval of leases by the Trenton Street Railway Company, Trenton, Hamilton and Ewing Traction Company, Mercer County Traction Company and Trenton, Pennington and Hopewell Railroad Company to the Trenton and Mercer County Traction Corporation. The Inhabitants of the City of Trenton, by the direction of its Common Council, filed a protest against the approval of the leases, which protest was based upon charges that the Trenton Street Railway Company had not performed the public duty imposed upon it by law, and had not furnished safe and adequate service to the public. It was asked that the application for approval be denied until the Board should hear the complaint of the Inhabitants of the City of Trenton. In addition to the protest a formal complaint regarding service of the Trenton Street Railway Company was filed.

The Trenton Junction Improvement Society also complained that the Trenton, Hamilton and Ewing Traction Company had violated its contract with the people of Ewing Township by not extending its line to Trenton Junction.

Before acting upon the applications for the approval of the leases, hearings were held upon the complaints of the Inhabitants of the City of Trenton, and of the Trenton Junction Improvement Society. With respect to the complaint of the Inhabitants of the City of Trenton, an order was made directing certain work to be done by the Trenton Street Railway Company. The complaint of the Trenton Junction Improvement Society was dismissed.

A memorandum was entered, approving the leases, conditioned upon a formal acceptance by the lessors and lessee of certain additional terms and modifications of terms contained in the leases as submitted. The conditions imposed by the Board in this memorandum were formally accepted by the parties in interest, and the leases approved March 24th, 1911.

The order to the Trenton Street Railway Company and the memorandum dismissing the complaint of the Trenton Junction Improvement Society and the memorandum entered with respect to the approval of the leases are published in the decisions and findings of the Board in another part of this report.

Merger of Shore Electric Company, Seabright Electric Light Company and Citizens Light and Fuel Company of South Amboy.

Application was made for the approval of an agreement of merger and consolidation of the Shore Electric Company, Seabright Electric Light Company and Citizens Light and Fuel Company of South Amboy, forming the Shore Lighting Company.

At the time the application was made the Seabright Electric Light Company supplied electricity in the territory along the coast, from Monmouth Beach northward to Seabright, including Galilee, and Low Moor; the Citizens Light and Fuel Company supplied gas in the City of South Amboy. Investigation showed the following to be the financial status of the companies:

	Stock.		*Bonds.*
Shore Electric Company,	$70,000		$341,500
Seabright Electric Light Company,	18,200		15,000
		Notes,	13,800
Citizens Light and Fuel Company,	50,000		50,000
		Notes,	10,000

In the consolidation, the new company is to commence with capital stock at $112,000; stock to the value of $70,000 is to be issued in even exchange for $70,000 of the stock of the Shore Electric Company. Stock to the value of $15,000 is to be issued in exchange for bonds of the same par value of the Seabright Electric Company. Stock to the par value of $13,800 is to be issued in payment of a floating indebtedness of the Seabright Electric Light Company of the same amount, and $13,200 is to be issued in payment of floating indebtedness of the Citizens Light and Fuel Company of the same amount, thus providing for the issue of all of the capital stock now provided for, amounting to $112,000.

Upon consummation of the consolidation, the new company, the SHORE LIGHTING COMPANY, is to issue its bonds in the total value of $400,000. Of these, bonds to the par value of $341,500 are to be certified to the trustee, and held for the refunding from time to time at par of a like amount of bonds of the Shore Electric Company. The balance amounting to $58,500, are to be issued at 80 to provide funds for the "payment of outstanding bonds and the balance of the floating indebtedness of Citizens Light and Fuel Company of South Amboy not otherwise provided for"; "it being the intention of this agreement that said consolidated corporation shall ..... be free from indebtedness of every kind except the bonded indebtedness amounting in the aggregate to $400,000 herein provided for."

Investigation showed a proper relation between the physical value and the amount of the mortgage, and also reasonable assurance of the consolidated company being able to meet fixed charges, with a sufficient margin of safety. The companies not being in competition, and consolidation apparently tending to a reduction in overhead expenses and general increase in efficiency, the application was approved.

Approved March 28, 1911, after hearing.

Lease of the Burlington Electric Light and Power Company to the Public Service Electric Company.

Application was made for approval of the lease of the Burlington Electric Light and Power Company to the Public Service

Electric Company, the lease providing for the payment by the lessee company of the sum of twenty-two hundred and fifty dollars per annum, in addition to necessary expenses, for maintaining the corporate existence of the company.

Investigation showed the ratio proposed to be paid to bear a conservative relation to the value of the physical property.

Approved April 11th, 1911, after hearing.

Leases of the Princeton Light, Heat and Power Company to the Public Service Gas Company and the Public Service Electric Company.

Application was made for approval of leases of the Princeton Light, Heat and Power Company to the Public Service Gas Company and the Public Service Electric Company.

The Princeton Light, Heat and Power Company was organized to take over the property of the Princeton Lighting Company, which latter company was formed through the consolidation of the Hopewell Electric Light, Heat and Power Company, Princeton Electric Works and the Princeton Gas Light Company. The Princeton Gas Light Company was organized under special charter March 1, 1849. The Princeton Electric Works was organized March 3, 1899, and the Hopewell Electric Light, Heat and Power Company March 18, 1901. The three companies consolidated February 23d, 1903, forming the Princeton Lighting Company. This company was sold under foreclosure sale July 31, 1905. The Princeton, Light, Heat and Power Company had issued and outstanding capital stock to the par value of one hundred and twenty-two thousand, five hundred dollars, and bonds to the par value of one hundred seventy-four thousand three hundred dollars. To meet the terms of the leases, requires a total annual payment, for the gas and electric properties, of thirteen thousand seven hundred and fifteen dollars.

It was estimated that to reproduce the properties would cost about three hundred and thirty-two thousand seven hundred and fifty-six dollars; that the depreciated value of the properties was two hundred and thirty-two thousand seven hundred and fifty-six dollars; the above figures, excluding interest and taxes during construction, the deficit due to unprofitable operation

during early years, good will, franchise value, etc. The Board believing that the rentals proposed are not extravagant and that improvements contemplated would result in a decrease in operating cost and improvement of service, the leases were approved.

Approved April 11th, 1911, after hearing.

Lease of the New Jersey and Hudson River Railway and Ferry Company to the Public Service Railway Company.

Application was made for approval of a lease of the New Jersey and Hudson River Railway and Ferry Company to the Public Service Railway Company.

New Jersey and Hudson River Railway and Ferry Company.

HISTORY.

New Jersey and Hudson River Railway and Ferry Company was organized under an act of the Legislature of the State of New Jersey to authorize the formation of traction companies for the construction and operation of street railways and to regulate the same," and was formed by a consolidation of the stock, property, franchises and railway of Ridgefield and Teaneck Railway Company, a New Jersey corporation, with the stock, property, franchises and railway of Bergen County Traction Company, a New Jersey corporation under and pursuant to an Agreement of Consolidation, dated February 23, 1900, which consolidation was duly executed, approved and perfected and certificate required by law was duly filed in the office of Secretary of State of New Jersey. This Company was consolidated on February 25, 1910, with the Hudson River Traction Company, a corporation organized under the act aforesaid in the year 1902, and was possessed of the property through foreclosure proceedings of the Newark and Hackensack Traction Company, incorporated February 20, 1899, which went into the hands of receiver January 20, 1903, and was foreclosed September, 1, 1903.

The Newark and Hackensack Traction Company was the successor of the Union Traction Company, incorporated November 2, 1894, and foreclosed January 27, 1899.

The Hudson River Traction Company, prior to consolidation, was leased by the New Jersey and Hudson River Railway and Ferry Company on April 1, 1904, the lease being merged with the ownership of property upon consolidation of lessee and lessor. The New Jersey and Hudson River Railway and Ferry Company and the Hudson River Traction Company as consolidated, operate lines of street railway, through Bergen County, New Jersey, with terminal at Edgewater connecting with the Riverside and Fort Lee Ferry Company, operating a ferry to foot of 130th Street, New York, also connecting at Passaic river bridge with the Paterson division; at Arlington with the Newark division, and at Lodi with the Passaic division of the Public Service Railway Company. On the north, the Englewood line operates to Highwood, with extension under construction to Tenafly, which in time will connect with the proposed lines of Rockland Railway Company, making a line of street railway from Edgewater to Nyack, New York. The total mileage of track operated is 46.74 miles with 1.70 miles in car houses and sidings, making a grand total of 48.44 miles of track owned.

The Bergen County Traction Company built the railway through Edgewater (then Undercliff), Ridgefield Township (now Fort Lee), along Palisade Avenue and Main Street to Leonia Heights, then through Leonia Borough on the Hackensack Road or Central Avenue to Broad Avenue in Leonia, and then along Broad Avenue through Leonia and over Englewood streets and private rights to Englewood at Palisade Avenue. It also built the road from Leonia Junction west to the east bank of the Hackensack river. Under the New Jersey and Hudson River Railway and Ferry Company, the road was extended from this point west to the Passaic river, and a line was also built from tracks at top of hill, Fort Lee, west over private property to Broad Avenue, and north along Broad Avenue to where it intersected the tracks of what the Bergen County Traction Company had previously built at Central and Broad Avenue, Leonia. It also built north from Palisade Avenue in Englewood to Chestnut Street, Englewood, and in 1910 extended this line to Highwood.

The Newark and Hackensack Traction Company ran from Arlington depot, Arlington, to Essex Street, Hackensack. On the Hudson River Traction Company being formed, it abandoned the route to Essex Street and built north from Lodi Avenue, Hasbrouck Heights to Hackensack, joining the tracks of the New Jersey and Hudson River Railway and Ferry Company at First Street, Hackensack, and also built a spur to join the tracks of the Public Service Railway Company, thus forming a connection with Passaic.

The various lines and extensions were opened as follows:

Edgewater to Leonia Heights, April 20, 1896; Leonia Heights to Palisade Avenue, Englewood, July 10, 1896; Leonia Junction to River Road, Bogota, February 27, 1899; and second track May 27, 1905; Bogota to River Street, Hackensack, June 21, 1900; to Summit Avenue, Hackensack, November 9, 1901; to Maywood Avenue, Maywood, December 25, 1901; to Passaic River Junction, April 1, 1903; Morsemere Division from Palisade Avenue to Leonia Junction, May 27, 1905; Chestnut Street, Englewood to Highwood, June 25, 1910. The exact date of the opening of line from Palisade Avenue, Englewood, to Chestnut Street is not recorded, but occurred during the early part of the year 1903. Hudson River Traction Company opened from First Street, Hackensack, to Hasbrouck Heights, December 17, 1903; Lodi Division, May 7, 1904.

Newark Joint Line with Public Service Railway Company at Arlington was opened August 9, 1904.

Paterson joint line with Jersey City, Hoboken and Paterson Street Railway Company opened April 1, 1903.

Englewood and 42d Street joint line opened August 4, 1905, but was discontinued after operating a short time.

On October 10, 1903, after a severe storm the bridge at Passaic River Junction was carried away by the flood; all traffic entirely interrupted for one week, and passengers were required to transfer until January 17, 1904. A new bridge was constructed at this point jointly by New Jersey and Hudson River Railway and Ferry Company and Jersey City, Hoboken and Paterson Street Railway Company.

STATEMENT OF FINANCES.

CAPITAL STOCK.

	Common.	*Preferred.*	
Authorized,	$5,250,000	$750,000	$6,000,000
Issued,	2,500,000	750,000	3,250,000
Unissued,	2,750,000		2,750,000

BONDS—NEW JERSEY AND HUDSON RIVER RAILWAY AND FERRY COMPANY.

Authorized,	$5,000,000
Outstanding,	3,911,000
Unissued,	1,089,000

Interest rate, 4%.
Payable: March 1st and September 1st.
Where payable: At United State Mortgage and Trust Company, New York.
Trustee: United States Mortgage and Trust Company, New York.
Callable at any interest date at 105%.
Mature: March 1, 1950.

UNDERLYING BONDS—HUDSON RIVER TRACTION COMPANY.

Authorized,	$1,000,000
Outstanding,	631,000
Unissued,	369,000

Interest rate, 5%.
Interest payable: March 1st and September 1st.
Where payable: United States Mortgage and Trust Company, New York.
Trustee: United States Mortgage and Trust Company, New York.
Callable at any interest date at 110%.
Mature: March 1st, 1950.

CONSOLIDATED STATEMENT OF EARNINGS AND EXPENSES NEW JERSEY AND HUDSON RIVER RAILWAY AND FERRY COMPANY FEBRUARY 26TH, 1910, TO DECEMBER 31ST, 1910, AND RIVERSIDE AND FORT LEE FERRY COMPANY JANUARY 1ST, 1910, TO DECEMBER 31ST, 1910.

Gross earnings,		$771,989 07
Operating expenses and taxes,		441,068 10
Net earnings,		$330,920 97
Fixed charges,		157,664 98
Surplus,		$173,255 99
Amount to credit of profit and loss, January 1st, 1910, Riverside and Fort Lee Ferry Company,		49,584 32
		$222,840 31
Less:		
Dividend, New Jersey and Hudson River Railroad and Ferry Company (6% preferred; 4½% common),	$157,500 00	
Dividend, Riverside and Fort Lee Ferry Company (prior to February 26th, 1910),	30,000 00	
Profit and loss adjustment, Riverside and Fort Lee Ferry Company,	703 95	
		188,203 95
Balance to credit of profit and loss, December 31st, 1910,		$34,636 36

NEW JERSEY AND HUDSON RIVER RAILWAY AND FERRY COMPANY.

CONDENSED BALANCE SHEET, DECEMBER 31ST, 1910.

Railway equipment and property,	$7,799,690 92	Capital stock, common,	$2,500,000 00
Investments,	3,200 00	Capital stock, preferred,	750,000 00
Cash,	101,956 10	Bonds payable,	4,542,000 00
Accounts receivable,	37,595 34	Accounts payable,	82,893 70
Materials and supplies.	22,695 57	Rentals, interest and taxes accrued,	62,665 59
Advance payments,	1,165 41	Reserves for accident claims,	13,492 55
		Profit and loss,	15,251 50
	$7,966,303 34		$7,966,303 34

The New Jersey and Hudson River Railway and Ferry Company owns all of the capital stock and bonds of the Riverside and Fort Lee Ferry Company.

THE RIVERSIDE AND FORT LEE FERRY COMPANY.

CAPITAL STOCK.

Authorized,	$1,000,000 00
Issued,	1,000,000 00

BONDS.

Authorized first mortgage,	$100,000 00
Authorized second mortgage,	500,000 00
	$600,000 00
Outstanding first mortgage,	$100,000 00
Outstanding second mortgage,	448,398 69
Unissued,	51,601 31

	First Mortgage.	*Second Mortgage.*
Dated,	1890	1902
Maturity,	1920	1950
Interest rate,	5%	6%
Interest payable,	January and July	January and July
Trustees,	Guaranty Trust Company, successor to Morton Trust Company.	William N. Barrows and A. M. Taylor.

THE RIVERSIDE AND FORT LEE FERRY COMPANY.

CONDENSED BALANCE SHEET, DECEMBER 31ST, 1910.

Cost of property,	$1,477,601 66	Capital stock,	$1,000,000 00
Cash,	59,621 01	Bonds payable,	548,398 69
Accounts payable,	27,351 13	Accounts payable,	364 10
Materials and supplies,	5,618 49	Rentals, interest and taxes accrued,	5,501 11
Advance payments,	3,456 47	Profit and loss,	19,384 86
	$1,573,648 76		$1,573,648 76

The New Jersey and Hudson River Railway and Ferry Company owns all of the capital stock and bonds of the Highland Improvement Company.

HIGHLAND IMPROVEMENT COMPANY.

CAPITAL STOCK.

Authorized,	$150,000 00
Issued,	19,100 00
Unissued,	130,900 00

BONDS.

Authorized,	$500,000 00
Outstanding,	273,512 31
Unissued,	226,487 69

Dated: January 1, 1902.
Maturity: March 1, 1950.
Interest rate: 6%.
Interest payable: January and July.
Trustees: Wm. N. Barrows and A. M. Taylor.

HIGHLAND IMPROVEMENT COMPANY.

CONDENSED BALANCE SHEET, DECEMBER 31ST, 1910.

Cost of property,	$59,206 47	Capital stock,	$19,100 00
Investments,	235,400 00	Bonds payable,	273,512 31
Accounts receivable,	9,272 39	Accounts payable,	22,089 05
Profit and loss,	10,822 50		
	$314,701 36		$314,701 36

NEW YORK HARBOR REAL ESTATE COMPANY.

This company owns valuable real estate on the Hudson River at Edgewater.

Capital stock (owned by Riverside and Fort Lee Ferry Company):

Authorized,	$150,000 00
Issued	150,000 00

NEW YORK HARBOR REAL ESTATE COMPANY.

CONDENSED BALANCE SHEET, DECEMBER 31ST, 1910.

Real estate,	$152,100 00	Capital stock,	$150,000 00
Accounts receivable,	26 50	Accounts payable,	3,490 27
Profit and loss,	1,363 77		
	$153,490 27		$153,490 27

Investigation showed that, in the opinion of the Board, the lease might be reasonably expected to promote the public interest; that operating expenses and administrative expenses could be reduced by consolidation and more efficient power supply furnished for the operation of the road.

Approved April 18th, 1911, after hearing.

Lease of Shore Lighting Company to the Public Service Gas Company.

Application was made by the Public Service Gas Company for approval of a lease by the Shore Lighting Company of its gas property and franchises. The Shore Lighting Company was formed by merger and consolidation of the Shore Electric Company, Seabright Electric Light Company, and the Citizens' Light and Fuel Company, of South Amboy, March 21st, 1911.

The Board, believing the terms of the lease to be reasonable, and it appearing that the lessor company would be able, by supplying gas from its central distribution system and by means of higher class provision and operation, to operate the properties more efficiently, the lease was approved.

Approved April 25th, 1911, after hearing.

Merger of the East Jersey Coast Water Company, the Neptune City Water Company and the Ocean Township Water Company.

Application was made for approval of the merger of the East Jersey Coast Water Company, the Neptune City Water Company and the Ocean Township Water Company, forming the Monmouth County Water Company. The agreement provides for an even exchange of the stock and bonds of the new company for the stock and bonds of the old company. Investigation showed the value of the properties to exceed the par value of its stock and bonds issued.

Approved May 2d, 1911, after hearing.

Operating Agreement Between the Pennsylvania Tunnel and Terminal Railroad Company and the Pennsylvania Railroad Company.

Application was made by the Pennsylvania Tunnel and Terminal Railroad Company for the approval of an agreement between that company and the Pennsylvania Railroad Company for the operation of the railroad and appurtenances of the Pennsylvania Tunnel and Terminal Railroad Company by the Pennsylvania Railroad Company, as agent, from the first day of June, 1911, for a period of eleven months, expiring with the thirtieth day of April, nineteen hundred and twelve.

Approved May 26th, 1911, after hearing.

Sale of Parcel of Land by the United New Jersey Railroad and Canal Company.

Representation was made to the Board that the United New Jersey Railroad and Canal Company is the owner of land being part of a large tract situate in the town of Harrison, Hudson County; that under a lease the property of the United New Jersey Railroad and Canal Company is in possession of and operated by the Pennsylvania Railroad Company, and that the parcel of land is not used for any of the corporate purposes of that company or for any purpose in connection with the operation of the railroad of the United New Jersey Railroad and Canal Company.

The Board of Directors of the Pennsylvania Railroad Company, by resolution, requested the United New Jersey Railroad and Canal Company to authorize the sale of the parcel of land; the Board of Directors of the United New Jersey Railroad and Canal Company adopted a resolution granting the request and authorizing the officers of the said United New Jersey Railroad and Canal Company to sell and execute a deed to the purchaser for the said parcel of land.

Approved August 15th, 1911, after hearing.

Normandy Heights Water Company—Authority to Sell Property.

The Normandy Heights Water Company formerly operated water works in Morris County. Its properties were leased to

individuals who incorporated the Normandy Water Company, which company succeeded to the business of the Normandy Heights Water Company and operated the same. Application was made to sell the rights and privileges possessed by the original company to the Normandy Water Company for a nominal consideration.

Approved October 10th, 1911, after hearing.

Fountain Farm Water Company—Authority to Sell Property.

The Fountain Farm Water Company formerly operated water works in Morris County. Its properties were leased to individuals who incorporated the Normandy Water Company, which company succeeded to the business of the Fountain Farm Water Company and operated the same. Application was made by the Fountain Farm Water Company for approval of the sale of these properties to the Normandy Water Company for the sum of fifteen thousand dollars, it being represented that said sum was a fair value, exclusive of any franchise granted to or owned by the petitioner.

Approved October 10th, 1911, after hearing.

The Pennsylvania Railroad Company, Lessee—For Approval of Sale of Land.

The Pennsylvania Railroad Company represented to the Board that by a resolution of its Board of Directors the United New Jersey Railroad and Canal Company had been requested to authorize the sale of a plot of land formerly occupied by the Chestnut Street Station in the City of Newark, and that this sale had been authorized.

It was requested that the Board approve this sale "if such approval is required." Investigation showed that the station was closed when the tracks were elevated in Newark and a new station was established at South Street, that the old station is not accessible from the railroad as elevated, and that it could not be reasonably expected that it would ever be required for railroad purposes.

Approved November 28th, 1911, after hearing.

The New York Bay Railroad Company—For Approval of Sale of Land.

The New York Bay Railroad Company applied for approval of sale of a lot of land at corner of St. Charles and Berlin Streets in the City of Newark.

Investigation showed the land to be inaccessible for railroad purposes and that apparently it could not be so used.

Approved November 28th, 1911, after hearing.

The Borough of Glen Ridge and the Orange Water Company—Joint Application for Approval of Certain Property Rights and Franchises.

In this matter the following certificate was issued:

> "The Borough of Glen Ridge and the Orange Water Company joined in an application to the Board for the approval of an agreement between the said borough and water company, providing for the sale to the Borough of Glen Ridge of certain property rights and franchises owned by the Orange Water Company.
>
> "The property to be conveyed is described in a copy of an agreement filed with the application and the extent of the conveyance to the borough by the water company is also defined in said agreement.
>
> "For the property rights and franchises to be conveyed, the Borough of Glen Ridge agrees to pay to the Orange Water Company the sum of forty-three thousand six hundred and sixty-nine dollars and fifty-two cents ($43,669.52). The agreement is subject to the proviso that the citizens of the said Borough of Glen Ridge authorize the purchase of said system and authorize the issuance of bonds for the purchase of said system in the manner provided by law.
>
> "The Board of Public Utility Commissioners, after investigation and hearing, HEREBY APPROVES the agreement between the Borough of Glen Ridge and the Orange Water Company, referred to herein, such agreement to be subject to the conditions set forth therein and to the further condition that any sum or sums paid by the Borough of Glen Ridge to the Orange Water Company shall be applied to the reduction of the capital stock of said company to at least fifty per cent. of its present issue of one hundred thousand dollars ($100,000)."

Approved November 24th, 1911, after hearing.

Agreement Between the Lehigh Valley Railroad Company of New Jersey and the United New Jersey Railroad and Canal Company—Providing for the Construction of a Bridge on and Over the Property of the Latter.

This application was for the approval of an agreement providing for use by the Lehigh Valley Railroad Company of New

Jersey of certain property of the United Railroad Company of New Jersey, Pennsylvania Railroad Company, Lessee. This property was required for the purpose of widening the bridge over Walds Avenue incident to the construction of tracks into the portals of the Hudson and Manhattan Railroad and for the further widening incident to the construction of track in engine house.

Approved November 28th, 1911, after hearing.

Agreement Between the New Egypt Water Company and the New Egypt Light, Heat, Power and Water Company.

The New Egypt Water Company represented that the New Egypt Light, Heat, Power and Water Company was the owner of a power house in which the pump of the water company was located, and also the owner of the means for generating power to operate the pumps. An agreement was entered into between the two companies providing for the operation of the plant and use of the equipment of the New Egypt Water Company by the New Egypt Light, Heat, Power and Water Company.

Approved November 24th, 1911.

Merger of Swedesboro Gas Light Company and New Jersey Gas Company.

Application was made for approval of an agreement of merger and consolidation of Swedesboro Gas Light Company and New Jersey Gas Company. This agreement provided that the capital stock of the Consolidated Company should amount to $1,169,700, with $579,725 outstanding, the amounts being the same as the existing capital stock authorized and outstanding of the New Jersey Gas Company prior to consolidation. The agreement provided further that the bonded indebtedness of the Consolidated Company should amount to $2,720,000, of which $1,194,300 would be issued and outstanding, the amounts being the same as those authorized and outstanding of the New Jersey Gas Company. It appeared that, as a result of the merger, gas would be manufactured at a new and improved plant at Glassboro, and apparently under more economical conditions than

could prevail at Swedesboro. The companies did not occupy the same but adjacent territories.

Approved December 5th, 1911, after hearing.

Lease of the Lackawanna Railroad Company of New Jersey to the Delaware, Lackawanna and Western Railroad Company.

Application was made for approval of a lease of the Lackawanna Railroad Company of New Jersey to the Delaware, Lackawanna and Western Railroad Company. The former company had constructed and owned a railroad extending from a connection with the Morris and Essex Railroad, near Hopatcong, New Jersey, to a connection with the Delaware, Lackawanna and Western Railroad at the Delaware River, near Columbia, New Jersey. The Delaware, Lackawanna and Western Railroad Company is the owner of record of all of the capital stock of the Lackawanna Railroad Company of New Jersey, excepting seventy shares, standing in the names of seven other persons. It was represented that the latter company was constructed to form part of the system of railroads, controlled and operated by the Delaware, Lackawanna and Western Railroad Company, and that at a special meeting of the stockholders of the Lackawanna Railroad Company of New Jersey, the stockholders adopted a resolution, authorizing the leasing of the railroad of the Lackawanna Railroad Company of New Jersey to the Delaware, Lackawanna and Western Railroad Company.

Approved December 5th, 1911, after hearing.

Ordinances Granting Privileges to Public Utilities, and Submitted to the Board for Approval.

Ordinance—Delaware and Atlantic Telegraph and Telephone Company—City of Ventnor City.

The Delaware and Atlantic Telegraph and Telephone Company applied for the approval of an ordinance passed by the Common Council of the City of Ventnor City, granting to said company, its successors and assigns, authority to erect, construct, lay and maintain all necessary poles, wires, cables, cross-arms, conduits, manholes, and other appliances for its lines, in, upon, along, over and under each and every of the public roads, streets, alleys, and highways of the city of Ventnor City. The manner of placing the above and regulating the use of the public streets, alleys and highways was set forth in the ordinance, and met with the approval of the Board.

Approved January 31st, 1911, after hearing.

Ordinance—New Jersey and Pennsylvania Traction Company—Lambertville.

Application for approval of an ordinance of the City of Lambertville, granting said company the right to construct, maintain and operate a street railway upon a portion of Lambert Street, in said city for a period of fifty years, and providing for the erection of poles and stringing of wires thereon.

Approved January 31st, 1911, after hearing.

Ordinance—Morris County Traction Company—Borough of Madison.

The Morris County Traction Company asked for the approval of an ordinance of the borough of Madison giving said company the right to construct, operate and maintain a street railway

upon certain roads or highways in the said borough, to be operated by electricity. The franchise was granted for a period of thirty-five years, and the conditions of the grant, as set forth in the ordinance, were approved by the Board.

Approved February 14th, 1911, after hearing.

Ordinance—Atlantic Highlands Gas Company—Township of Shrewsbury.

The Atlantic Highlands Gas Company applied for the approval of an ordinance passed by the Township of Shrewsbury, in the county of Monmouth, giving certain privileges to said company for a period of fifty years. The application was disapproved by the Board, the reasons for its action being set forth in a memorandum published with the decisions and findings of the Board.

Ordinance—Elmer Water Company—Borough of Elmer.

The Elmer Water Company applied for approval of an ordinance of the borough of Elmer granting permission to said company to construct, maintain and operate a water works in the borough. The ordinance first presented to the Board did not meet with the Board's approval, and the water company was advised that it would be necessary to have a new ordinance passed which would cure the failure of the company to file an acceptance in accordance with the terms of the ordinance submitted and re-enacting the provisions of the ordinance relating to the contract for municipal supply. These defects in the original ordinance were corrected in the ordinance of which approval was given by the Board.

Approved February 17th, 1911, after hearing.

Ordinance—Public Service Railway Company—Town of Bloomfield.

The Public Service Railway Company applied for approval of an ordinance of the town of Bloomfield granting permission to construct, operate and maintain a "wye" connection at Broad Street and Bay avenue, connecting the curves of said "wye" connection, and three turn-outs in Broad Streeet, in the town of Bloomfield.

Approved February 21st, 1911, after hearing.

Ordinance—Public Service Railway Company—Township of East Brunswick, Middlesex County.

Application was made by the Public Service Railway Company for approval of an ordinance of the township of East Brunswick, Midlesex County, granting permission to said company to locate and maintain a passing siding on the South River Road.

Approved February 28th, 1911, after hearing.

Ordinance—Gloucester County Electric Company—Board of Chosen Freeholders of Gloucester County.

This ordinance granted to the Gloucester County Electric Company, for a term of fifty years, a privilege to erect, maintain and operate poles and wires along certain county roads in the county of Gloucester.

Approved February 28th, 1911, after hearing.

Ordinance—New York Telephone Company—Borough of Somerville.

The New York Telephone Company applied for the approval of an ordinance of the borough of Somerville, granting to said company, its successors and assigns, consent to use portions of certain streets, roads, avenues and highways in the borough, below the surface thereof, for the construction, maintenance and operation of its local and through lines and systems, for a period of fifty years. Consent was also granted to use the poles and posts of other companies and corporations in the borough in connection with the prosecution of the business of the New York Telephone Company.

Approved February 28th, 1911, after hearing.

Ordinance—Peoples Rural Telephone Company—Township of Upper Penns Neck.

The Peoples Rural Telephone Company applied for approval of an ordinance of the township of Upper Penns Neck, Salem County, which ordinance designated the roads, streets and highways in said township upon, over or under which poles, wires,

conduits, lines and cables of the company should be placed. The manner of placing the same and regulations as to the use of the roads, streets and highways by the company were described in the ordinance. The privilege was granted for a term of fifty years.

Approved February 28th, 1911, after hearing.

Ordinance—Bogota Water and Light Company—Township of Teaneck.

An ordinance passed by the Township Committee of Teaneck gave to the Bogota Water and Light Company permission to make extensions into a portion of the township not previously occupied by the company and not receiving service from any other company. The term of the grant is for fifty years.

Approved March 7th, 1911, after hearing.

Ordinance—Delaware and Atlantic Telegraph and Telephone Company—Borough of Woodbine.

Application was made by the Delaware and Atlantic Telegraph and Telephone Company for approval of an ordinance of the Borough of Woodbine granting said company permission to use certain streets and highways of the borough for a period of fifty years.

Approved March 7th, 1911, after hearing.

Ordinances—Ocean County Gas Company—Townships of Ocean, Eagleswood, Little Egg Harbor, Union, Lacey, Berkeley, all in the County of Ocean.

The Ocean County Gas Company submitted petitions for approval of ordinances passed by the Townships of Ocean, Eagleswood, Little Egg Harbor, Union, Lacey and Berkeley, in the county of Ocean, said ordinances granting to the Ocean County Gas Company privilege to use certain streets, highways and public places in said townships for a period of forty-nine years.

Approved March 14th, 1911, after hearing.

Ordinance—Ocean County Gas Company—Township of Stafford.

The Ocean County Gas Company applied for approval of ordinance of the Township of Stafford, Ocean County, granting said company permission to use certain streets, highways and public places in said township for a period of forty-nine years.

Approved March 21st, 1911, after hearing.

Ordinance—Ocean County Gas Company—Board of Chosen Freeholders of Ocean County.

Application was made by the Ocean County Gas Company for approval of a resolution of the Board of Chosen Freeholders of the County of Ocean, granting permission to said company to use the main shore road, under the control of the Board, for the purpose of laying mains, pipes and conduits in and along the road, for the purpose of supplying gas.

Approved March 28th, 1911, after hearing.

Ordinance—Jamesburg Electric Company—Borough of Jamesburg.

Application was made by the Jamesburg Electric Company for approval of an ordinance of the Borough of Jamesburg, granting to said company permission to use the streets and highways in said borough, for a period of twenty-five years.

Approved March 21st, 1911, after hearing.

Ordinance—Interstate Telephone and Telegraph Company—Township of Downe.

The Inter-State Telephone and Telegraph Company made application for approval of an ordinance of the Township of Downe, Cumberland County, designating the streets and highways in the Township of Downe, in which the posts, poles, wires, &c., of the Inter-State Telephone and Telegraph Company shall be placed, and prescribing the manner of placing the same and regulating the use of the streets and highways by said company for a period of fifty years.

Approved May 9th, 1911, after hearing.

Ordinance—New York Telephone Company—Borough of Oakland.

Application was made by the New York Telephone Company for approval of an ordinance of the Borough of Oakland, granting permission to said company to use certain streets, highways, &c., in the Borough of Oakland, Bergen County, for a period of fifty years.

Approved April 4th, 1911, after hearing.

Ordinance—Delaware and Atlantic Telegraph and Telephone Company—Borough of Penns Grove, Salem County.

The Borough of Penns Grove granted to the Delaware and Atlantic Telegraph and Telephone Company the privilege to use, for a period of fifty years, the public roads, streets, alleys and highways in said borough.

Approved April 18th, 1911, after hearing.

Ordinance—Public Service Railway Company—Township of South Orange.

The Public Service Railway Company applied for the approval of an ordinance of the Township of South Orange, granting permission to said company to construct and maintain connections between its existing tracks in Springfield Avenue, and property belonging to the Public Service Railway Company, on the northerly side of Springfield Avenue, east of Boyden Avenue, and two crossovers between the northerly and southerly tracks in Springfield Avenue, in said township.

Approved May 9th, 1911, after hearing.

Ordinance—Venice Park Railroad Company—City of Atlantic City.

The Venice Park Railroad Company applied for approval of an ordinance of the City of Atlantic City granting the privilege to said company to extend the location of its tracks and route, also granting permission to the company to construct, maintain and operate a street railway by electric overhead trolley system, said privilege to cease at the expiration of twenty-five years.

Approved June 6th, 1911, after hearing.

Ordinance—Peoples Rural Telephone Company—Borough of Penns Grove.

The Peoples Rural Telephone Company applied for approval of an ordinance of the Borough of Penns Grove, in the County of Salem, designating the roads, streets and highways in said borough upon, over or under which the poles, wires, conduits, lines and cables of the Peoples Rural Telephone Company could be placed, and prescribing the manner of placing the same, and regulating the use of such roads, streets and highways by said company. The privilege was granted for the term of fifty years.

Approved June 20th, 1911, after hearing.

Ordinance—Public Service Gas Company—Borough of Madison.

The Public Service Gas Company applied for approval of an ordinance passed by the Council of the Borough of Madison, granting a privilege to said company, for the purpose of distributing and supplying gas within the borough and transmitting gas across the borough, or any part of the same to any other municipality.

The privilege was granted for a term of fifty years.

Approved July 21st, 1911, after hearing.

Ordinance—Public Service Railway Company—Town of Nutley.

The Public Service Railway Company applied for approval of an ordinance of the Town of Nutley, granting permission to said company to construct and maintain connections between its westerly track in Washington Avenue, and property belonging to the company on the westerly side of said Washington Avenue. The ordinance provided for changes in the tracks, which consisted in the substitution of long radius curves for short radius curves, facilitating the movement of large cars and reducing the danger of interference of said cars with one another and with street traffic.

Approved July 21st, 1911, after hearing.

Ordinance—Public Service Railway Company—Board of Street and Water Commissioners, Jersey City.

The Public Service Railway Company applied for approval of an ordinance passed by the Board of Street and Water Commissioners of Jersey City, giving said company permission to construct and maintain two connections between the tracks of the company in Summit Avenue, and its property on the northerly side of Pavonia Avenue. This ordinance provided for certain changes facilitating the movement of large cars and reducing danger of interference of said cars with one another and street traffic.

Approved July 21st, 1911, after hearing.

Ordinance—New Jersey Gas Company—Township of Greenwich.

The New Jersey Gas Company applied for the approval of an ordinance passed by the Township of Greenwich, Gloucester County, granting a privilege to said company for a period of fifty years.

Approved July 21st, 1911, after hearing.

Ordinance—Delaware and Atlantic Telegraph and Telephone Company—Borough of South Cape May.

The Delaware and Atlantic Telegraph and Telephone Company applied for approval of an ordinance of the Borough of South Cape May, granting said company the privilege of using, for a period of fifty years, the public roads, streets and highways of said borough.

Approved July 25th, 1911, after hearing.

Ordinance—Eastern Telephone and Telegraph Company—Borough of Wildwood Crest.

The Eastern Telephone and Telegraph Company applied for approval of an ordinance of the Borough of Wildwood Crest, County of Cape May, granting permission to said Company to use the public streets, roads and highways in said borough for a period of fifty years.

Approved July 25th, 1911, after hearing.

Ordinances—New York Telephone Company—Boroughs of Monmouth Beach, Leonia, Prospect Park, West Long Branch, Woodcliff Lake and Milltown.

The New York Telephone Company applied for an approval of ordinances of the Boroughs of Monmouth Beach, Leonia, Prospect Park, West Long Branch, Woodcliff Lake and Milltown, granting privileges to said company to use the streets, roads, avenues and highways in said boroughs for a period of fifty years.

Approved August 8th, 1911, after hearing.

Ordinance—Sewell Water Company—Township of Mantua.

The Sewell Water Company applied for approval of an ordinance of the Township Committee of the Township of Mantua, County of Gloucester, granting a privilege to said company to use the streets, highways and public places in the Village of Sewell for a period of twenty years.

Approved August 8th, 1911, after hearing.

Ordinance—Delaware and Atlantic Telegraph and Telephone Company—Borough of Cape May Point.

The Delaware and Atlantic Telegraph and Telephone Company applied for approval of an ordinance of the Borough of Cape May Point, granting permission to said company to use the public roads, streets and highways in the Borough for a period of fifty years.

Approved August 8th, 1911, after hearing.

Ordinance—Morris County Traction Company—Borough of Chatham.

The Morris County Traction Company applied for approval of an ordinance of the Borough of Chatham, granting a privilege to said company for a period of thirty-five years.

Approved August 15th, 1911, after hearing.

Ordinance—New York Telephone Company—City of Orange.

The New York Telephone Company applied for approval of an ordinance of the City of Orange. This ordinance conferred no new franchise on the New York Telephone Company, but allowed the Company to exercise the franchise already held by it in a different manner, by permitting the construction of underground conduits in place of pole line in certain parts of the City of Orange. The ordinance was passed as a supplement to the original ordinance granting the privilege to said company.

Approved August 15th, 1911, after hearing.

Ordinance—Public Service Railway Company—Town of Montclair.

The Public Service Railway Company applied for approval of an ordinance of the Town of Montclair, granting permission to construct, operate and maintain a connection between its southwest track in Bloomfield Avenue and the car barn property on the northeast side of Bloomfield Avenue, in the Town of Montclair.

Approved September 19th, 1911, after hearing.

Ordinance—Public Service Railway Company—Board of Street and Water Commissioners of Newark.

The Public Service Railway Company applied for approval of an ordinance of the Board of Street and Water Commissioners of the City of Newark, granting permission to construct, operate and maintain a connection between the easterly track in Bloomfield Avenue and the car barn of the company on the westerly side of Bloomfield Avenue, in the City of Newark.

Approved September 20th, 1911, after hearing.

Resolution—Atlantic Highlands Gas Company—Board of Chosen Freeholders of Atlantic Highlands.

Application was made by the Atlantic Highlands Gas Company for approval of a resolution of the Board of Chosen Freeholders of the County of Monmouth giving the company permission "to lay and maintain wrought iron gas pipes, mains and

conduits on, along and under the public bridges in the County of Monmouth, and along, under and across the public roads, streets and highways in the Borough of Rumson, and in the Township of Shrewsbury, in the County of Monmouth," said permission being subject to certain conditions, regulations and restrictions which were set forth in the resolution.

Upon March 14th, 1911, the Board of Public Utility Commissioners decided that the grant made by the resolution was so broad that the Board could not reach a determination if the privilege or franchise thereby given is necessary and proper for the public convenience. The approval of the Board was withheld.

Subsequently the Atlantic Highlands Gas Company asked for the Board's approval of the said company's use, under the resolution of the Board of Chosen Freeholders referred to, of the county bridge between Middletown Township and Shrewsbury Township, Rumson Borough, known as the Oceanic Bridge, and also of certain county roads, specifically named in the application.

The Board, after investigation determined the proposed use of the county bridge and of the county roads named in the petition to be necessary and proper for the public convenience and approved the use of the same.

Approved September 22d, 1911, after hearing.

Ordinance—Public Service Railway—Board of Street and Water Commissioners of Newark.

Application was made by the Public Service Railway Company for approval of an ordinance of the Board of Street and Water Commissioners of the City of Newark, granting permission to the said company to locate, construct, operate and maintain a connection between the southerly and northerly tracks in south Orange Avenue, east of South Nineteenth Street, in the City of Newark.

Approved September 29th, 1911, after hearing.

Ordinance—Public Service Railway Company—East Orange.

The Public Service Railway Company applied for approval of an ordinance of the City Council of East Orange granting permission to the Public Service Railway Company to construct, operate and maintain an electric street railway in North Park Street in the City of East Orange.

Approval was given to this ordinance, subject to a stipulation entered into between the counsel of the City of East Orange and counsel for the Public Service Railway Company, the said stipulation being as follows:

> "WHEREAS, The Board before approving the foregoing ordinance referred to the City of East Orange a question of construction of the transfer clause contained in said ordinance as amended; and,
>
> "WHEREAS, A similar question for construction of a similar ordinance has recently been taken by writ of certiorari to the Supreme Court of this State in what is commonly referred to as 'the Mungle' case in the City of Newark, New Jersey;
>
> "Now, therefore, it is stipulated and agreed between Mr. Borden D. Whiting, counsel of the City of East Orange, and Mr. L. D. Howard Gilmour, counsel of Public Service Railway Company, that the Board shall approve said ordinance as passed April 24th, 1911, and amended June 26th, 1911, and the construction of said transfer clause shall follow and abide the final determination of the courts in the writ of certiorari above referred to."

Approved October 3d, 1911, after hearing.

Ordinance—New York Telephone Company—Board of Chosen Freeholders of Middlesex County.

Application was made by the New York Telephone Company for approval of an ordinance of the Board of Chosen Freeholders of Middlesex County, granting permission to the company to use for a period of fifty years certain streets and highways under the control of the said Board of Chosen Freeholders in the borough of Highland Park, township of Woodbridge, city of New Brunswick and townships of Piscataway, Madison, Raritan and the city of South Amboy.

Approved October 3d, 1911, after hearing.

Ordinance—Public Service Railway Company—Board of Chosen Freeholders of Essex County.

Petitioner received permission from the Town Council of the town of Nutley to locate, construct, &c., connections between its

present westerly track in Washington Avenue and property belonging to it on the westerly side of said avenue. The board of chosen freeholders of the county of Essex, by resolution, also granted to the petitioner the consent of the board to construct, operate and maintain connecting tracks in Washington Avenue, as provided in the ordinance of the town of Montclair.

Approved October 10th, 1911, after hearing.

Ordinance—Public Service Railway Company—Board of Street and Water Commissioners of Jersey City.

The Public Service Railway Company applied for approval of an ordinance of the Board of Street and Water Commissioners of Jersey City, granting permission to the company to locate, construct, &c., portions of its track in Bergen Avenue, north of Montgomery Street, a cross-over between the same and a connection between the same and its northeasterly track in Montgomery Street, south of Bergen Avenue, also to construct, operate and maintain two connections between its tracks in Bergen Avenue and its tracks in Montgomery Street, north of Bergen Avenue, in the city of Jersey City. The changes were made necessary by rearrangement of routes in Jersey City to carry passengers to the new Sipp Avenue station of the Hudson and Manhattan Railroad.

Approved October 10th, 1911, after hearing.

Ordinance—Public Service Railway Company—Board of Street and Water Commissioners of Jersey City.

The Public Service Railway Company applied for approval of an ordinance of the Board of Street and Water Commissioners of Jersey City, granting permission to the company to locate, construct, &c., connections between its tracks in Sipp Avenue and its property on the northerly side of Sipp Avenue, opposite Enos Place, in the city of Jersey City.

Approved October 10th, 1911, after hearing.

Ordinance—Public Service Railway—Board of Street and Water Commissioners of Newark.

The Public Service Railway Company applied for approval of an ordinance of the Board of Street and Water Commissioners

of Newark, granting permission to construct tracks in South Nineteenth Street, Newark, for the purpose of connecting with the car barn of the company. The privilege was granted for a term of twenty years.

Approved October 17th, 1911, after hearing.

Ordinance—Public Service Railway—Board of Street and Water Commissioners of Jersey City.

The Public Service Railway Company applied for approval of an ordinance of the Board of Street and Water Commissioners of the city of Jersey City, granting permission to said company to locate connections between its tracks in Old Bergen Road and its property on the northwest corner and its property on the southwest corner of Old Bergen Road and Gates Avenue, and connections between its tracks in Gates Avenue and property on the northwesterly side line of Old Bergen Road, in Jersey City.

Approved October 17th, 1911, after hearing.

Ordinance—Morris County Traction Company—Summit.

The Morris County Traction Company applied for approval of an ordinance of the city of Summit, granting permission to said company to construct, operate and maintain a street railway on certain streets, avenues and highways in the city of Summit for a term of thirty-five years.

The application was approved, subject to the following reservations and conditions, which were accepted by both the municipality and the Morris County Traction Company:

> "(1) That nothing contained in the ordinance hereby approved shall be taken, in anywise, to affect the Board of Public Utility Commissioners in the future exercise, by it, of any power or the performance of any duty, that may now, or hereafter, be lawfully vested in or imposed upon said Board.
>
> "(2) That the provisions contained in said ordinance, relating to rates of fare, shall be taken and construed as prescribing initially maximum rates of fare merely, and as in no wise affecting or intended to affect future exercise by the Board of Public Utility Commissioners of any power with which it is now, or may hereafter be lawfully vested to fix, from time to time, just and reasonable rates of fare and to require that the same be imposed, observed and followed by the company."

Approved October 24th, 1911, after hearing.

Ordinance—Public Service Railway—Township of Raritan.

Application was made by the Public Service Railway Company for approval of three ordinances passed by the township of Raritan, the ordinances granting to the Public Service Railway Company permission to construct, etc., passing sidings and turn-cuts in certain streets and roads in said township.

Approved October 31st, 1911, after hearing.

Ordinance—Public Service Railway—Township of Elizabeth.

Application was made by the Public Service Railway Company for approval of an ordinance of the city of Elizabeth granting permission to said company to locate, construct, &c., a connection between its southerly track in Trumbull Street and easterly track in Third Street.

Approved November 14th, 1911, after hearing.

Ordinance—Public Service Railway Company—City of Paterson.

The Public Service Railway Company applied for approval of an ordinance of the city of Paterson, granting permission to said company to locate, construct, &c., two unilateral sidings, one in Clay Street between Gray Street and Chestnut Street and the other in 21st Avenue from a point east of 23d Street to a point west of 22d Street, in the city of Paterson.

Approved November 14th, 1911, after hearing.

Ordinance—Trenton and Mercer County Traction Corporation—City of Trenton.

The Trenton and Mercer County Traction Corporation asked for the approval of an ordinance of the city of Trenton authorizing the Trenton Street Railway Company to construct, maintain and operate a double track surface railway upon Hamilton Avenue, from South Clinton Avenue to Chambers Street, in the city of Trenton.

The Board of Public Utility Commissioners in an order to the Trenton Street Railway Company, bearing date March 3d, 1911, required the company to reconstruct certain portions of its

track in the city of Trenton and recommended that steps be taken by the company to construct a second track on Hamilton Avenue, as a general observation of the traffic on said avenue led to the belief that the second track is necessary. In accordance with this recommendation the Trenton Street Railway Company applied to the Common Council of the city of Trenton for necessary permission to construct the second track, and the ordinance for which approval was asked granted the company the desired permission.

Approved November 14th, 1911, after hearing.

Ordinance—Delaware and Atlantic Telegraph and Telephone Company—Township of East Amwell.

The Delaware and Atlantic Telegraph and Telephone Company applied for approval of an ordinance of the township of East Amwell, granting the privilege to said company to use certain public roads, streets and highways of the township for a period of fifty years.

Approved November 14th, 1911, after hearing.

Ordinance—New York Telephone Company—Township of Eatontown.

After hearing on this ordinance, which made a grant for a term of fifty years, the following was adopted by the Board:

> "Application was made to the Board of Public Utility Commissioners by the New York Telephone Company by petition in writing, for approval of an ordinance of the Township of Eatontown, adopted by the Township Committee July 26th, 1911, and approved by the President thereof August 1st, 1911, entitled 'An ordinance granting permission and consent to the New York Telephone Company, its successors and assigns, to use the various streets, roads, avenues and highways and parts thereof in the Township of Eatontown, Monmouth County, New Jersey, above the surface thereof for the construction, maintenance and operation of its local and through lines and systems in connection with the transaction of its business and prescribing the manner of so doing.'
>
> "Hearing on this application was held on Tuesday, December 5th, 1911. At this hearing William H. MacHarg and T. P. Sylvan appeared for the New York Telephone Company. Frank H. Butler and M. R. VanKeuren also appeared and submitted to the Board a petition numerously signed, protesting against the approval by the Board of the ordinance, and on behalf of said petitioners opposed such approval.
>
> "Following the hearing, a conference was held between Messrs. MacHarg and Sylvan, and Messrs. Butler and VanKeuren. The

parties to this conference subsequently appeared at the meeting of the Board and reported that opposition to the approval of the ordinance would be withdrawn, if the New York Telephone Company would agree that the rights and powers granted to the said company 'at this time by this ordinance shall not be held to delimit the power of the Board of Public Utility Commissioners of the State of New Jersey to regulate and control the New York Telephone Company hereafter as to all overhead wires.' The representative of the New York Telephone Company then verbally notified the Board that the said company would so agree.

"The Board believing, as a result of investigation and hearing, that the privilege or franchise granted by the ordinance is necessary and proper for the public convenience, and properly conserves the public interests,

"HEREBY APPROVES the same, subject to the condition that the rights and powers granted to the New York Telephone Company by the said ordinance shall not be held to delimit the power of the Board of Public Utility Commissioners to regulate and control the New York Telephone Company hereafter as to all overhead wires.

"In approving the ordinance, subject to this condition the Board does not intend that the inclusion of such condition should be regarded as in any way limiting it in regulating and controlling the overhead wires of a public utility, under the provision of the law, by which it is authorized to require such utility 'to furnish safe, adequate and proper service, and to keep and maintain its property in such condition as to enable it to do so.' Nor does the Board admit that in the absence of such a condition, as that agreed to between the New York Telephone Company and those who appeared in opposition to the approval of the ordinance, it would not have ample power under the statute to regulate and control all overhead wires of a public utility."

Approved December 8th, 1911, after hearing.

Ordinance—Public Service Railway Company—Board of Street and Water Commissioners of Jersey City.

Application was made for the approval of an ordinance of the Board of Street and Water Commissioners of Jersey City granting permission to the Public Service Railway Company to make connections between tracks in Henderson Street, Grand Street, Montgomery Street, Newark Avenue and Wayne Street in Jersey City. The ordinance was approved subject to the understanding that the privileges and franchises granted are subject to the terms of the lease made by the Jersey City and Bergen Railroad Company to the applicant, and that such privileges and franchises are to be regarded as in extension of any existing privileges and franchises of said corporation, and that the constructions made by virtue thereof shall be regarded as additions to or improvements of the property of said leased company.

Agreement by the applicant to such qualification of the Board's certificate of approval it was held would be evidenced by the applicant's act in availing itself of the ordinance and the approval thereof, qualifiedly given.

Approved December 12th, 1911, after hearing.

Resolution—Public Service Gas Company—Board of Public Works, Paterson.

The resolution granted permission to the Public Service Gas Company to relocate its present connection between the freight siding of the Erie Railroad Company in Wait Street, opposite Lyon Street, and the property of the Public Service Gas Company on the west side of Wait Street, and to construct and maintain an additional connection between said freight siding and the same property.

Approved December 12th, 1911, after hearing.

Ordinance—Public Service Railway Company—Board of Public Works, City of Paterson.

This ordinance granted permission to Public Service Railway Company to construct a connection between its single track in River Street and property of Public Service Gas Company in the City of Paterson, the track to be used for the removal of ashes from the gas plant.

Approved December 12th, 1911, after hearing.

Ordinance—New York Telephone Company—Township of Eatontown.

This ordinance granted to the New York Telephone Company permission to construct and maintain underground conduits, subways, etc., in Oceanport Avenue from the Shrewsbury Township line to the boundary line of the Borough of West Long Branch. The privilege was granted for a term of fifty years.

Approved December 12th, 1911, after hearing.

Ordinance—Public Service Railway Company—Board of Street and Water Commissioners, Newark.

This ordinance granted permission for a term of twenty years to the Public Service Railway Company to construct and maintain tracks in Gould Avenue and South Fourteenth Street in the western portion of Newark in connection with the use of the Roseville car barn.

Approved December 19th, 1911, after hearing.

Ordinance—Eastern Pennsylvania Power Company of New Jersey—Borough of Mendham.

The ordinance, as originally passed, granted to the Bernards Electric Company, its successors and assigns, permission for a period of forty years to use streets, roads, etc., for the construction and maintenance of an overhead distribution system. While the ordinance was being considered by the borough authorities the Bernards Electric Company was merged with the Dover Electric Company and the Warren County Power Company under the name of the Eastern Pennsylvania Power Company of New Jersey. The ordinance was accepted by the latter company.

Approved December 19th, 1911, after hearing.

Resolution—New York Telephone Company—Board of Chosen Freeholders of Somerset County.

This resolution granted for a period of fifty years permission to the New York Telephone Company to construct and maintain a line of poles on West Union Avenue for a distance of approximately one and one-quarter miles.

Approved December 19th, 1911, after hearing.

Resolution—New York Telephone Company—Board of Chosen Freeholders, Morris County.

This resolution granted for a period of fifty years permission to the New York Telephone Company to construct and maintain an overhead system for telephone service upon the Newark-

Pompton Turnpike between the Pompton-Hamburg Turnpike and a point about fifty feet south of Sherman Street, all located within the Township of Pequannock, Morris County.

Approved December 19th, 1911, after hearing.

Ordinance—New York Telephone Company—Township of Franklin, Bergen County.

This ordinance granted for a period of fifty years, permission to the New York Telephone Company for the construction and maintenance of an overhead system in the streets and roads of Franklin Township, Bergen County.

Approved December 19th, 1911, after hearing.

Ordinance—New York Telephone Company—Borough of Highlands, Monmouth County.

This ordinance granted for a period of fifty years permission to the New York Telephone Company, for the construction and operation of its overhead system of distribution in the Borough of Highlands.

Approved December 19th, 1911, after hearing.

Resolutions—New York Telephone Company—Board of Chosen Freeholders, Middlesex County.

Four resolutions were adopted by the Board of Chosen Freeholders of Middlesex County granting for a period of fifty years permission to use four county roads, the resolutions reciting that residents of the county had made application to the company for telephone service, and that to supply the same requires the installation of various poles, wires and other construction.

Approved December 19th, 1911, after hearing.

Ordinance—Board of Chosen Freeholders—Borough of Palisades Park.

This ordinance granted to the New York Telephone Company the right to use streets, roads, &c., in the Borough of Palisades Park. This was granted for a term of fifty years, but the ordi-

nance contained a provision to the effect that "the right is expressly reserved by the Mayor and Council of the Borough of Palisades Park or its successors to amend said ordinance, except as to compensation, not oftener than once in fifteen years by requiring such reasonable provisions and regulations as may be necessary at the time of any amendment, to fully protect the interests of the municipality, all such amendments to be approved by the Board of Public Utility Commissioners for the State of New Jersey, or such board or body which at the time of any amendment has jurisdiction over public utilities."

Approved December 19th, 1911, after hearing.

New Crossings at Grade.

In the Matter of the Application of the United New Jersey Railroad and Canal Company, the Pennsylvania Railroad Company, Lessee, for Permission to Construct a Commercial Siding, at Grade, Across Railroad Avenue, in the Town of Harrison, County of Hudson, to and Over Certain Lands of the Driver-Harris Wire Company.

FINDINGS AND CONSENT.

The United New Jersey Railroad and Canal Company, The Pennsylvania Railroad Company, Lessee, filed an application for permission to lay a siding across Railroad Avenue to and over certain lands of the Driver-Harris Wire Company, in the Town of Harrison and County of Hudson. The petition was accompanied by a plan showing the location of the proposed new crossing and also by a certified copy of a resolution adopted at a meeting of the Council of the Town of Harrison, held December 8, 1910. This resolution recites that permission is given to lay a single spur track across Railroad Avenue, from the Centre Street Branch of the Pennsylvania Railroad Company, to and on the property of the said Driver-Harris Wire Company.

It appearing that there is no objection on the part of the authorities of the Town of Harrison to the construction of the crossing and that the siding is required for the business of the Driver-Harris Wire Company, the Board of Public Utility Commissioners for the State of New Jersey,

HEREBY GRANTS to the United New Jersey Railroad and Canal Company, The Pennsylvania Railroad Company, Lessee, permission to lay a track crossing Railroad Avenue at grade, in the Town of Harrison, New Jersey, in accordance with the plan attached to and forming part of the petition herein, subject, however, to the following conditions:

That the said Company, its successors and assigns, shall not permit any car or cars, or locomotive, or other rolling stock, to remain standing on the crossing of Railroad Avenue, and shall not permit any locomotive or car to block the crossing of said street, when running over the same, more than five minutes at a time; nor shall it permit any locomotive or car to cross Railroad Avenue at greater speed than at the rate of six miles per hour, and shall cause the bell of the locomotive to be rung or the whistle thereof to be blown, at all times before crossing said Railroad Avenue.

Dated February 14th, 1911.

In the Matter of the Application of the Central Railroad Company of New Jersey, for Permission to Construct a Commercial Siding, at Grade, Across Broadway, in the City of Elizabeth, to and Over Certain Lands of T. H. and F. C. Sayre.

FINDINGS AND CONSENT.

The Central Railroad Company of New Jersey filed an application for permission to lay a siding across Broadway, to and over certain lands of T. H. and F. C. Sayre, in the city of Elizabeth, in the county of Union. The petition was accompanied by a plan showing the location of the proposed new crossing and also by a copy of an ordinance passed by the Common Council of the city of Elizabeth, November 1st, 1910, and approved by the mayor November 5th, 1910. This ordinance recites that

permission is granted to construct a railroad siding from the tracks of the Central Railroad Company of New Jersey, in Broadway, in the city of Elizabeth, to and on property of the said T. H. and F. C. Sayre, in said city.

It appearing that there is no objection on the part of the authorities of the city of Elizabeth to the construction of the crossing and that the siding is reasonably required for the business of the said T. H. and F. C. Sayre, the Board of Public Utility Commissioners for the State of New Jersey

HEREBY GRANTS to the Central Railroad Company of New Jersey permission to lay a track crossing Broadway, at grade, in the city of Elizabeth, New Jersey, in accordance with the plan attached to and forming part of the petition herein, subject, however, to the conditions imposed by the ordinance of the mayor and Common Council of the city of Elizabeth, hereinbefore mentioned, and subject further to the following conditions:

That the said company, its successors and assigns shall not permit any car or cars, or locomotives, or other rolling stock, to remain standing on the crossing of Broadway, and shall not permit any locomotive or car to block the crossing of said street, when running over the same, more than five minutes at a time; nor shall permit any locomotive or car to cross Broadway at greater speed than at the rate of six miles per hour, and shall cause the bell of the locomotive to be rung or the whistle thereof to be blown at all times before crossing said Broadway.

Dated February 28th, 1911.

In the Matter of the Application of the City Council of Ocean City, Requesting the West Jersey and Seashore Railroad Company to Plank Its Track for Vehicular Travel at Twenty-Fourth Street Crossing, Ocean City. } **FINDING.**

Application was made to the Board on behalf of the City Council of Ocean City, requesting that the West Jersey and Seashore Railroad Company plank the grade crossing at Twenty-

fourth Street to allow the passage of vehicles over the track of said company.

The West Jersey and Seashore Railroad Company was duly informed of the application by the city, and the Board caused the chief inspector of its railroad division to examine the conditions at the proposed crossing and report thereon.

A hearing on the application was held on Tuesday, June 20th, at which hearing a representative of the railroad company appeared and stated that no objections would be made on the part of the railroad company to the request of the City Council.

The Board of Public Utility Commissioners hereby, in pursuance of the application, GRANTS permission to the railroad company to plank the crossing at Twenty-fourth Street, Ocean City, for the passage of vehicles over the track of said company.

Dated June 20th, 1911.

In the Matter of the Application of A. L. Colson and Son for Permission to Lay Tracks of a Siding Across Nineteenth Avenue and a Portion of New Jersey Avenue, in the Borough of North Wildwood, Cape May County, New Jersey. } **FINDINGS AND CONSENT.**

Application being made to the Board of Public Utility Commissioners by A. L. Colson and Son, for permission to lay the tracks of a siding from the tracks of the West Jersey and Seashore Railroad Company across 19th Avenue and a portion of New Jersey Avenue, in the borough of North Wildwood, Cape May County, at grade, according to a plan attached to said application, and it appearing that the authorities of the borough of North Wildwood have consented to the laying of such track, and the application being favorably endorsed by the railroad company, and no cause appearing why the application should not be granted,

The Board now, on this twenty-seventh day of June, one thousand nine hundred and eleven, grants said application UPON CONDITION that no locomotive, car or cars, or other rolling stock, shall be permitted to block the crossings of said avenues by stand-

ing on or running over same for more than five minutes at a time; nor shall any locomotive or car be permitted to run over said avenues, on said sidings, at a greater speed than at the rate of six miles per hour, and the bell of each locomotive shall be rung or its whistle blown at all times before entering upon or crossing said avenues, on said sidings.

Dated June 27th, 1911.

In the Matter of the Application of the Philadelphia and Long Branch Railroad Company (Pennsylvania Railroad Company, Lessee) and the Manhassett Realty Company, for Permission to Construct a New Crossing at Grade at Sea Side Heights.

FINDINGS AND CONSENT.

The Philadelphia and Long Branch Railroad Company (Pennsylvania Railroad Company, Lessee) and the Manhassett Realty Company submitted a petition asking for the approval of a proposed new crossing at grade, over the track of the Philadelphia and Long Branch Railroad Company, on the line of Summer Avenue, Sea Side Heights, Ocean County, New Jersey.

A letter addressed to the Township Committee of Berkeley Township, signed by the Manhassett Realty Company, J. Milton Slim, Manager, asking for the approval of the Township, which letter was endorsed "Approved by Committee, William Britton, Jr., Chairman," was filed as part of the record.

Hearing, notice of which was given to the Township Committee, the Pennsylvania Railroad Company and the Manhassett Realty Company, was called. At this hearing J. Milton Slim appeared on behalf of the Manhassett Realty Company.

It appearing to the Board that there are no crossings in the near vicinity of that proposed and that the neighborhood is a developing one, it is the opinion of the Board that the crossing may be reasonably required and permission to construct the same is hereby granted.

Dated July 25th, 1911.

In the Matter of the Application of the Ogden Iron and Steel Manufacturing Company, a Corporation, for Permission to Have the Central Railroad Company of New Jersey Lay and Construct a Railroad Spur or Siding at Grade Across Second Street, Trask Avenue and Humphreys Avenue, in the City of Bayonne, in the County of Hudson.

ORDER GRANTING PERMISSION.

Application having been made by the Ogden Iron and Steel Manufacturing Company, a New Jersey Corporation, to the Board of Public Utility Commissioners for the State of New Jersey, for permission granting to the said Ogden Iron and Steel Manufacturing Company and the Central Railroad Company of New Jersey, permission to lay and construct in accordance with a certain sketch filed with the said application, single-track sidings or spurs at grade across Second Street, Trask Avenue and Humphreys Avenue, in the City of Bayonne, in the County of Hudson, for the purpose of connecting the manufacturing plant of the Ogden Iron and Steel Manufacturing Company with the spur already laid in Second Street from the main line of the Central Railroad Company of New Jersey to the Westerly side of Avenue C.

And it appearing by a copy of an ordinance passed by the Board of Councilmen of the City of Bayonne on the third day of May, nineteen hundred and four, and approved by the Mayor on the same day, a copy of which is annexed to the said application so filed as aforesaid with this Board, that the City of Bayonne gave and granted its permission for the laying and construction of such sidings or spurs, subject to certain conditions and reservations therein set forth;

And it also appearing by an ordinance passed by the Board of Councilmen of the City of Bayonne on the nineteenth day of February, nineteen hundred and seven, and approved by the Mayor on the twentieth day of February, nineteen hundred and seven, a copy of which last mentioned ordinance is also annexed to the petition filed with this Board, that the City of Bayonne

gave and granted its permission to the Ogden Iron and Steel Manufacturing Company to lay, operate and maintain certain railroad tracks, switches and spurs at grade in Second Street, Humphreys Avenue and Trask Avenue, subject to certain conditions and reservations therein set forth, which said two ordinances are now made part of these proceedings; and notice having been given to all parties interested of a hearing of the said application to be given on Friday, September 15th, 1911, at eleven o'clock in the forenoon, at Chancery Chambers in the City of Jersey City, and the said Ogden Iron and Steel Manufacturing Company having appeared at the time and place aforesaid, and the Central Railroad Company of New Jersey having also appeared, and their counsel having been heard, and no one appearing in opposition and no cause appearing to the contrary, the Board of Public Utility Commissioners for the State of New Jersey, hereby on this twenty-second day of September, nineteen hundred and eleven, in accordance with the statutes, grants to the Ogden Iron and Steel Manufacturing Company and the Central Railroad Company of New Jersey permission to construct and lay the single track railroad sidings or spurs described in said application and shown on said sketch, at grade across Second Street, Trask Avenue and Humphreys Avenue, for the purpose of connecting the manufacturing plant of the said Ogden Iron and Steel Manufacturing Company with the spur already laid from the main line of the Central Railroad Company of New Jersey through Second Street to the westerly line of Avenue C. in said City of Bayonne.

The permission hereby given is, however, granted subject to the conditions and reservations set forth in and imposed by the said ordinances of the City of Bayonne hereinbefore referred to; and upon the further condition that the two tracks paralleling Second Street be planked a sufficient distance so that wagons may pass readily over the same.

Dated September 22d, 1911.

In the Matter of the Petition of the Lenox Brick Company for Permission to Construct a New Crossing at Grade in the Township of Matawan, Monmouth County. } **MEOMRANDUM.**

George J. Craigin, for the Lenox Brick Company.
G. I. Brown, for Jersey Central Traction Company.
Hearings October 3d and 10th, 1911.

The Lenox Brick Company presented a petition asking permission to construct at grade a railroad track across the Monmouth County Road, known as the "Keyport and South Amboy Stone Road," in the Township of Matawan, said railroad to be a siding connecting the track of the New York and Long Branch Railroad and the brick yards of the Lenox Brick Company and others.

Petitioner further asked for permission to lay a railway track, connecting by a short curve the siding with the tracks of the Jersey Central Traction Company, the connecting track to cross the "Keyport and South Amboy Stone Road" at a point near where it is proposed to cross with the siding. The track of the Jersey Central Traction Company parallels the highway, and the construction of the siding in the way proposed will necessitate crossing the track of the Jersey Central Traction Company at grade, as well as the "Keyport and South Amboy Stone Road."

Subsequent to presenting its petition, the Lenox Brick Company submitted to this Board a certified copy of a resolution adopted by the Board of Chosen Freeholders of Monmouth County, June 14th, 1911, granting to said Company permission to construct, maintain and operate a grade crossing over the "Keyport and South Amboy Stone Road," and to connect a siding with the tracks of the Jersey Central Traction Company. The approval of the Board of Chosen Freeholders was conditional upon compliance by the Brick Company with certain regulations and restrictions placed upon said Company by the resolution and set forth therein.

A hearing was held, at which representatives of the Lenox Brick Company and the Jersey Central Traction Company were

heard, and the Board cause an inspection to be made, by its Inspector, at the site of the proposed crossings.

The Board of Public Utility Commissioners, after such hearing and consideration of the report of its Inspector, refuses permission to the Lenox Brick Company to lay a curved track at grade across the highway known as the "Keyport and South Amboy Stone Road" to connect with the tracks of the Jersey Central Traction Company, as in its opinion this curved track and connection can be made without crossing the highway.

The Board hereby gives permission to the Lenox Brick Company to lay a railroad track at grade across the highway known as the "Keyport and South Amboy Stone Road," as prayed for by the petitioner.

This permission is given subject to, and dependent upon, the following named conditions:

(1) That all conditions, regulations and restrictions imposed by the Board of Chosen Freeholders of the County of Monmouth in the resolution of said Board hereinbefore referred to, shall be complied with.

(2) That no engine, car or train shall be permitted to pass over the highway or the track of the Jersey Central Traction Company, except during the hours of daylight; that all engines, cars and trains shall be brought to a full stop close to, and before crossing, the highway or the track of the Jersey Central Traction Company, and that when any engine, car or train passes over said crossing on the proposed siding flags shall be placed on both sides of the place of crossing, at a distance, in clear weather, of not less than three hundred feet therefrom, and in foggy weather, of not less than five hundred feet.

That no engine, car or train shall pass over the crossing on the proposed siding without being protected by a flagman of the operating company; and that a standard crossing or warning sign shall be placed in a conspicuous place at the crossing of the highway.

(3) Cars of the Jersey Central Traction Company must approach the crossing under full control at all times and in foggy weather must not pass over same at a higher speed than six miles per hour.

Dated October 24th, 1911.

In the Matter of the Application of the Erie Railroad Company for Permission to Construct a Siding Across Third Avenue, Newark, New Jersey. } **FINDING AND CONSENT.**

The Erie Railroad Company filed an application dated October sixth, nineteen hundred and eleven, for permission to construct a siding from the main line of its Newark-Paterson Railroad to

the establishment of the Standard Oil Company, said siding to cross Third Avenue, in the city of Newark. Accompanying the application was a certified copy of an ordinance of the Board of Street and Water Commissioners of the city of Newark, approved June thirtieth, nineteen hundred and eleven, giving the consent of the city of Newark to construct the crossing subject to "the provisions of the city ordinance regulating such use of streets and upon the condition that such switch or siding shall be elevated when the main tracks of said railroad company at said location are elevated."

A hearing was held on this application, and the Board caused an inspection to be made of the site of the proposed crossing by its inspector, who reported thereon.

After hearing and consideration of the report of its inspector, the Board HEREBY GRANTS to the Erie Railroad Company permission to construct a siding across Third Avenue in the city of Newark, asked for in its application. This permission is subject to the provisions and conditions imposed by the ordinance of the Board of Street and Water Commissioners of the city of Newark, referred to above.

Dated November 8th, 1911.

Inspection of Railroads.

The following are from reports of inspectors on inspections of railroads:

ATLANTIC CITY RAILROAD.

Main Line.

This line extends from Camden to Atlantic City, a distance of fifty-five and five-tenths miles. It is double track, ballasted with stone, with the exception of the Camden yard, and that part between Pleasantville and Atlantic City, which is ballasted with cinders. Twelve hundred tons of new ninety-pound rail has been place in track since last inspection. This road is in first-class condition.

Bridges.—Bridges are all in good condition except stone abutments on No. 3. These are shored with heavy timber, making it safe for the traffic.

Gloucester Branch.

This branch extends from Gloucester Junction to Greenloch, a distance of eleven miles. It is single track, laid with seventy-nine, seventy-six and eighty-pound rail, ballasted with cinders and gravel. Sufficient tie renewals have been made and other work done pertaining thereto to keep the track in safe condition for the traffic.

Bridges.—Bridges are all in fair to good condition, except ties on No. 6, a few of which are poor.

Recommendations.—Spot in a few ties on Bridge No. 6, replacing those which are defective.

Williamstown Branch.

This branch extends from Williamstown Junction to Mullica Hill, a distance of nineteen and seven-tenths miles. It is single track, laid with eighty, seventy-six and seventy-pound rail, ballasted with gravel and cinders. This branch has been very much improved since last inspection and is in good, safe condition for the traffic.

Bridges.—All three bridges on this branch are in fair to good condition and safe for the traffic.

Cape May Branch.

This division extends from Winslow Junction to Cape May, a distance of fifty-four and two-tenths miles. It is double track to Woodbine, single from there to Cape May, a distance of twenty-two and five-tenths miles. The track is laid with ninety-pound rail, ballasted with cinders and is in good condition.

Bridges.—All bridges on this branch are in good condition.

Sea Isle City Branch.

This branch extends from Tuckahoe to Sea Isle City, a distance of twelve and one-tenth miles. It is single track, laid with eighty and seventy-pound rail, ballasted with cinders and gravel.

From Tuckahoe to Ocean City Junction the track is good; from Ocean City Junction to Benham's Draw, fair to good; the remainder is fair, but safe for the traffic. The part south of Benham's Draw needs lining and surfacing, and the additional ballast now on ground should be placed under track.

Recommendations.—That the track between Benham's Draw and Sea Isle City be lined and surfaced, and the ballast now lying along track be placed under it—this to be done within the next thirty days.

Bridges.—Bridges are maintained in safe condition for the traffic. On the trestle approaches to Nos. 4 and 5 some poor ties were noted, and on No. 5, ties were beginnng to bunch. These should be straightened out and secured.

Recommendations.—Put in a few new ties on the west approaches to bridges Nos. 4 and 5; and on No. 5, respace ties where bunching.

Ocean City Branch.

This branch extends from Ocean City Junction to Ocean City, a distance of ten and three-tenths miles. It is single track, laid with eighty-pound rail with the exception of one mile and a quarter of ninety, which has been laid since last inspection. It is ballasted with cinders and gravel in good quantity. The track has been much improved since last inspection and is fully safe for the traffic.

Bridges.—Two bridges have been entirely rebuilt during the past year. No. 1, a small pile trestle, has been replaced with a deck-plate girder on pile bents, and No. 3 is a new steel, through, riveted, lattice draw span, with deck-plate girder approach, all on concrete piers and abutments.

All other bridges are in fair to good condition.

Mississippi Avenue Branch.

There is one small pile trestle on this branch, maintained in good condition.

BALTIMORE AND NEW YORK RAILROAD.

Inspection of this road was made on September 1st, 1911. The line in New Jersey extends from the Arthur von Kull

bridge to Cranston, a distance of five miles. It is single track laid with ninety-pound rail, and ballasted with stone. It is in good, safe conditian for the traffic. No passenger trains are run over this road.

Bridges.—The iron bridges are maintained in good condition, considering their age. Ties on the bridge over the Pennsylvania Railroad are poor and should have renewals made. The long wooden trestle in Elizabethport remains in the same condition as when inspected in 1910, except that the renewals necessary to maintain it in safe condition for restricted loads and speed are continually being made. A small amount of fill has been deposited near the east end of this trestle at a point where there is no question about undercrossings, but no other work has been started in the field on the general plan for replacing this trestle with embankment.

Recommendation.—Renew all defective ties on the bridge over the Pennsylvania Railroad.

BARNEGAT CITY RAILROAD.

This road extends from Barnegat City Junction to Barnegat City, a distance of eight and seven-tenths miles. It is single track, laid with sixty-pound rail, and ballasted with sand. The rains for the past week have put a good part of the track in bad condition. To make the movements safe, trains are run at a reduced rate of speed, until repairs can be made.

Recommendations.—That not less than one thousand ties be placed in main track within the next sixty days; that the switch timber be renewed at Surf City, and also at Harvey Cedars. That two thousand yards of ballast be placed under track this year. That a derail be placed in Howley's switch.

Bridges.—The fourteen pile trestle bridges on this line are all maintained in good condition, and are safe for the speed to which the entire line is limited, viz., 20 miles per hour.

The indications are that some of these bridges could with safety and economy be filled in, provided the bulkheads to seaward of them were substantially maintained.

Those particularly noted for this treatment are Nos. 3, 4 and 13.

Attention is called at this time to them, so that the proper barriers may be established before the bridges will need repair.

CENTRAL RAILROAD OF NEW JERSEY.

New Jersey Central Division—Main Line.

This road extends from Jersey City to Phillipsburg, a distance of seventy-two and two-tenths miles. Four tracks from Jersey City to Bound Brook Junction, two from Bound Brook Junction to Phillipsburg—all tracks ballasted with stone.

Since last inspection new rail has been laid as follows:

Tracks 1 and 2, Jersey City to Bound Brook Junction, thirteen miles, one hundred-pound rail.

Tracks 3 and 4, Jersey City to Bound Brook Junction, forty-eight miles, one hundred-pound rail.

Track 1, Bound Brook Junction to Phillipsburg, fourteen miles, one hundred-pound rail. Ten more miles of one hundred-pound will be laid by July 30th this year.

This equips all tracks with one hundred-pound rail, with the exception of six miles, which is laid with ninety.

A commodious station has been erected at High Bridge, replacing the small one, of which complaint was made. Everything has been done in the way of maintenance to keep the track in good condition.

Bridges.—All guard-rail protection has been completed. Bridges have been renumbered in accordance with mile posts; this is to be continued until all branch lines have been covered. Bridge 6.73 (old No. 19), over Avenue C, Bayonne, is being rebuilt. No. 31.84, at Bound Brook Junction, is to be rebuilt as a concrete arch this year. It is now a small deck-plate girder on stone abutments. No. 56.97 (old 136), at Hampton, is complete. It is a through-plate girder with ballasted floor on concrete abutments.

All the bridges are in good condition. Considerable work has been done and now is under way replacing the older overhead highway bridges with modern structures, giving standard clearance wherever possible.

Newark and New York Branch.

This branch extends from Communipaw to Newark, a distance of seven and one-half miles. It is double track, laid with ninety-pound rail and ballasted with stone. Everything has been done in the way of maintaining the track in good condition. A commodious station with concrete approaches has been built at Jackson Avenue, at a large expenditure.

Bridges.—Considerable work is outlined for this branch which will place it in first-class condition. Grade is to be raised about 20 feet across meadows and the Hackensack and Passaic River bridges are to be entirely rebuilt. The former will be shortened 1,200′ and the latter 600′, by embankments, each river being spanned by a series of deck-plate girders and a swinging draw span, giving two clear passageways 100′ wide in each case, all to be for double track.

Through Newark, regrading will necessitate renewing the decks of several of the bridges, thus placing them all in first-class condition by fall.

Newark and Elizabeth Branch.

This branch extends from Brills Junction to Elizabethport, a distance of seven and two-tenths miles. It is double track, laid with ninety-pound rail, and ballasted with cinders in good quantity. Sufficient tie renewals have been made and other work pertaining thereto has been done to keep the track in good condition.

Bridges.—The four small trestles on this line are in fair to good condition. Guard rails are generally too short on receiving end and wooden blocks protecting ends of same are in poor condition.

Recommendations.—Extend inside guard rails on receiving end to 100′ beyond bridge.

Renew all defective blocks at ends of guard rails or place standard castings at such ends.

Perth Amboy Branch.

This branch extends from Elizabethport to Perth Amboy, a distance of eleven and six-tenths miles. It is double track, bal-

lasted with stone. The track is laid with ninety-pound rail and is in good condition.

Bridges.—Bridges are in good condition. No. 209, Elizabeth River draw, is to be replaced with a rolling-lift draw this year. No. 218, over Woodbridge Branch, P. R. R., has been rebuilt as a through-plate girder with ballasted floor. Guard rails are too short on receiving ends for this line. They should be extended 100 feet beyond ends of bridges.

Recommendations.—On receiving ends extend guard rails at least 100 feet beyond ends of bridges.

South Branch.

This branch extends from Somerville to Flemington, a distance of fifteen and five-tenths miles. It is single track, ballasted with cinders and gravel in good quantity. The track is laid with eighty-five and ninety-pound rail. Sufficient tie renewals have been made and other work pertaining thereto has been done to keep the track in good condition.

Bridges.—Bridges are all maintained in good condition for the traffic. The old U abutments on two of the bridges across the South Branch of the Raritan River have been shored up where their condition was becoming questionable.

High Bridge Branch.

This branch extends from High Bridge to Hibernia, a distance of thirty-four miles. It is single track, ballasted with cinders and gravel. The track is laid with eighty, seventy-six, seventy and sixty-two and one-half pound rail. Tie renewals have been made and other work done pertaining thereto to keep the track in safe condition.

Bridges.—Bridges are all maintained in good condition. No. 264 has been pointed, as recommended. No. 246 over South Branch of Raritan River should have inside guard rails lengthened on each end to afford better protection on the curve approaches. An extension of 100 feet on the west end and 50 feet on the east end should be sufficient for the purpose.

Recommendation.—Extend guard rails on bridge No. 246 at least 100 feet on west end of 50 feet on east end.

Ogden Mine Branch.

Bridges.—The two bridges on this part of the line are in good condition.

Dover and Rockaway Branch.

Bridges.—Bridges are all in good condition. The deck on No. 274 is being renewed.

Hibernia Branch.

Bridges.—Bridges are in good condition. New decks have been placed on several of them this year.

No. 283 and 284 over the Rockaway River and Morris & Essex Canal, respectively, have no inside guard rails. These should be put on according to standard.

Recommendations.—Place standard inside guard rails on bridges Nos. 283 and 284.

New Jersey Southern Division—Main Line.

This division extends from Red Bank to Bayside, a distance of one hundred and four and four-tenths miles. It is single track track, ballasted with gravel and cinders. The track is laid between Red Bank and Winslow Junction with eighty-five, eighty, seventy-six and seventy-pound rail; between Winslow Junction and Bayside with seventy, sixty-six and sixty-pound rail. The track between Winslow Junction has been very much improved by placing additional ballast under it, making the whole in good, safe condition for the traffic.

Nothing has been done in the way of installing derails at Vineland and Bridgeton Junction in connection with the West Jersey and Sea Shore Railroad. Trains are coming to full stop before crossing, as recommended, but if derails are not to be installed in the very near future, the signals should be moved back to a distance of two hundred and fifty feet from crossing.

Recommendations.—If derails are not installed at Vineland and Bridgeton Junction within the next ninety days, that the signals be moved back to a distance of not less than two hundred and fifty feet from crossing.

That all low main track switch stands on this division and branches where trains run against points be replaced by the high standard now in use. This does not include interlocking movements.

Bridges.—Considerable improvement is apparent in the condition of the bridges on this line since the inspection of 1910. All the recommendations have been complied with except in the case of No. 50. This bridge should have about fifteen ties spotted in and three guard timbers put on to carry it till deck is renewed. In many cases the standard end blocks on guard rails have broken. These should be renewed.

Bridges Nos. 57, 58, 77, 78 and 79 contain poor ties, which should be replaced with sound ones. Otherwise bridges are in good condition.

Recommendations.—Renew defective ties on bridges Nos. 57, 58, 77, 78 and 79.

Replace all broken end blocks on guard rails with sound ones.

Freehold Branch.

This branch extends from Matawan to Freehold, a distance of twelve miles. It is single track, ballasted with gravel and cinders. The track is laid with sixty-six and sixty pound rail, which is in fair condition. A large quantity of cinder ballast has been placed in track since last inspection, which has improved the track conditions. Sufficient tie renewals have been made to keep it in safe condition for the traffic.

Bridges.—The recommendation for stringer renewals on No. 3 has been complied with. This bridge has also received a new deck. Ties are poor on No. 4. No. 12 has poor stringers and ties. This bridge is over an ice pond which is no longer used as such. A comparatively small opening would be sufficient to carry all the water in this stream. Plans are under consideration for filling this trestle, if it is found practicable. If not, it will be rebuilt in timber. No. 3 has had new stringers as recommended, and a new deck. Excepting Nos. 4 and 12, the bridges are in good condition.

Recommendations.—Renew defective ties on Bridge No. 4. Repair or fill No. 12.

Sea Shore Branch.

This branch extends from Matawan to Eatontown, a distance of twenty-five and six-tenths miles, and is single track from Matawan to Atlantic Highlands; double track from Atlantic Highlands to West End, and single track from East Long Branch to Eatontown. It is ballasted with cinders in good quantity. It is laid from Matawan to Atlantic Highlands with seventy and eighty-five pound rail; Atlantic Highlands to West End with eighty-five, seventy-six, seventy and sixty pound rail; East Long Branch to Eatontown with seventy and sixty-six pound rail.

Sufficient tie renewals have been made, and other work pertaining thereto has been done to keep the track in good, safe condition.

Bridges.—Repairs are continuing on the bridges on this branch. No. 19 is being rebuilt with I beams and No. 25 is to be likewise rebuilt as soon as No. 19 is completed. A few poor ties were noted in No. 16. No. 23 has had guard rail points protected with wooden blocks as recommended, but they have been removed. The guards are poor on bridge No. 27 and a few poor ties still remain. This bridge should also have standard inside guard rails. No. 32 has short guard rails with ends roughly beveled off. They should be lengthened at least one rail length at each end and standard castings or blocks placed at their ends. Where work is completed, bridges are in good condition.

Recommendations.—Bridge No. 16, renew defective ties; bridge No. 23, replace standard and castings at guard rail ends; bridge No. 27, renew guards and defective ties, and place on it standard inside guard rails with standard castings on ends; bridge No. 32, extend guard rails one rail length at each end, and place standard castings at ends of same.

Toms River Branch.

This branch extends from Lakehurst to Barnegat, a distance of twenty-two and two-tenths miles. It is single track, ballasted with gravel and cinders. The track is laid with seventy, sixty-six, and sixty pound rail. Sufficient tie renewals have been made to keep the track in safe condition for the traffic.

Recommendation.—That the signals at the Waretown Crossing, in connection with Amboy Division, Pennsylvania Railroad, be moved back to a distance of not less than two hundred and fifty feet from crossing.

Bridges.—Recommendations made last year have partly been carried out. Inside guard rails have been placed on bridges Nos. 61, 62 and 63; they have been delivered at the site for Nos. 64, 66, 67 and 68, and are in stock at Barnegat, ready to be sent to No. 69. These are all to be completed within the next two weeks.

Some repairs have been made to bridge No. 65 over Cedar Creek, but in insufficient quantity. Many of the ties on this bridge are small, and in poor condition, and should be renewed. Material is in stock for renewing this deck, and the work has been authorized. The recommendation, therefore, is repeated.

The other bridges on this line are maintained in safe condition for the traffic.

Recommendation.—Renew deck on bridge No. 65.

Cumberland and Maurice River Branch.

This branch extends from Bridgeton Junction to Bivalve, a distance of twenty-two miles. It is single track ballasted with cinders, sand and gravel. The track is laid with sixty pound steel rail. The ties are in good condition, and the track fully safe for the traffic.

Bridges.—The five small wooden bridges on this line are in fair condition, except guard timbers on east side of No. 105. Inside guard rails are too short. They should be lengthened one rail length and have ends protected with standard blocks. No guards are on Nos. 106, 107 and 108.

Recommendation.—Place guard timbers on bridges Nos. 106, 107 and 108.

Renew defective guard timbers on east side No. 105.

Extend inside guard rails one rail length on all bridges and place standard beveled blocks at their ends.

DELAWARE, LACKAWANNA AND WESTERN RAILROAD.

Main Line.

This road extends from Hoboken to Denville Junction, a distance of thirty-six and thirty-seven one-hundredths miles, and from Bergen Junction to Delaware Bridge, via Boonton Branch, a distance of seventy-nine and seventeen one-hundredths miles. Between Hoboken and Denville Junction the track is laid with eighty and ninety-one pound rail, with the exception of two miles between Chatham and Madison, which is laid with seventy-five pound rail. There are four tracks between Hoboken and Hackensack draw, three tracks between Broad Street, Newark, and Fifteenth Street, also between Highland Avenue and Millburn. Track is ballasted with stone and gravel.

From Bergen Junction to Delaware Bridge, via Boonton Branch, a distance of seventy-nine and seventeen one-hundredths miles, the track is laid with ninety ninety-one and one hundred and one pound rail. All new ties are treated, tie plates and screw spikes being used. The track is ballasted with stone, gravel and cinders.

There are four tracks between Chester Junction and Port Morris.

Sixteen hundred and ten tons of ninety-one and one hundred and seventy-eight tons of one hundred and one pound rail have been laid since last inspection. Twelve thousand seven hundred and ten tons of new stone ballast have been placed in track during the past year.

The work of elevating the tracks through Morristown will be commenced next month. This will eliminate two highway crossings at grade. Two grade crossings have been eliminated at Towaco.

Sufficient tie renewals have been made and other work pertaining thereto has been done during the past year to keep the track in good condition.

Recommendations.—That the tie renewals between Washington and Manunka Chunk be given immediate attention.

Bridges.—Bridges are being maintained generally in good condition. There are no guard rails on north track of Hoboken

Avenue bridge in Hoboken. They are to be put on in about two weeks, as soon as track across this bridge is realigned. New decks are being placed on all bridges between Newark and Harrison. The bridge over High Street, Newark, has had a new deck and inside guard rails, as recommended. Other recommendations for inside guard rails have been carried out.

The first highway crossing west of L. & H. R. R. bridge at Buttzville is to be eliminated. Plans submitted call for a deck-plate girder bridge with reinforced concrete slab floor. Work is now being laid out on the ground.

The new fourth track is in service between Chester Junction and Port Morris.

Dirt and cinders are allowed to accumulate in too great quantity on the girders and around the bridge seats on some of the bridges. Those particularly noted were the two Rockaway River bridges east and west of Wharton. Ties on these two bridges are growing old and need renewing. Ties on the canal draw in Dover are in poor condition. They should be renewed and spaced not over six inches apart in the clear. Guard rails should be placed on both tracks of this draw, and those on eastbound track now laid across the Rockaway River bridge should be extended toward the draw as far as the lift-rail mechanism will permit. On the westbound track, inside guard rails should be laid for at least one hundred feet east of the draw, up to the lift rails. A more positive mechanical lock than the present hand-driven wedge and strut should be provided to hold arm of draw on westbound track in line when bridge is closed.

Recommendations.—Renew all defective ties on both Rockaway River bridges, east and west of Wharton, and draw girders and bridge seats.

Place inside guard rails on both tracks of canal bridge in Dover and extend guard rails on eastbound track of Rockaway River bridge to lift rails of draw. Lay inside guard rails on westbound track on receiving end of draw, extending eastward at least one hundred feet from lift rails. Place a positive mechanical lock on westbound draw to hold bridge securely in line when closed.

Newark and Bloomfield Branch.

This branch extends from Roseville Junction to Montclair, a distance of four miles. It is double track to Bloomfield and single track from Bloomfield to Montclair, laid with eighty-pound rail and ballasted with gravel.

The grade crossing with the Orange Branch of the Erie Railroad is now being eliminated and should be completed this year.

Tracks are now being elevated through Bloomfield for a distance of three thousand feet, which eliminates two highway grade crossings and gives one additional crossing. This work should be completed this year.

The matter of elevation is about settled in Montclair and work will be commenced in the near future.

Sufficient tie renewals have been made, and other work pertaining thereto has been done during the past year to keep the track in good condition.

Montclair Branch.

Bridges.—Work of separating grades is well under way through Bloomfield. Plans have been approved for new bridges at Erie Railroad crossing at Watsessing and at Glenwood Avenue, Washington Street and Toney's Brook in Bloomfield. Material for the first mentioned is delivered at the site and the two Bloomfield bridges are erected. The concrete arch over Toney's Brook is completed. When this line is put in service about the end of this year, the present grade crossings of the Erie Railroad, Glenwood Avenue and Washington Street, will be eliminated.

Bridge over highway east of Glen Ridge station has had necessary repairs made as recommended and is now safe for the traffic.

Passaic and Delaware Branch.

This branch extends from Summit to Gladstone, a distance of twenty-one and five-tenths miles. It is single track. The track is laid with seventy-five and eighty-five pound rail and ballasted with cinders in good quantity. Sufficient tie renewals have been made and other work done pertaining thereto during the past year to keep the track in good condition.

Bridges.—Quite a number of small openings, formerly having open decks, have been replaced with solid ballasted floors. The timber bridge over highway east of Basking Ridge is to be replaced with steel this year. Inside guard rails are soon to be placed on bridge over Peapack Brook east of Gladstone.

Bridges are in good condition.

Chester Branch.

This branch extends from Chester Junction to Chester, a distance of ten miles. The track is laid with sixty pound rail. It is single track. The track is ballasted with gravel and cinders in good quantity. Sufficient tie renewals have been made and other work done pertaining thereto during the year to keep the track in good, safe condition for the traffic. There are but three trains each way running over this line each weekday.

Bridges.—Bridge west of Ironia has had new backwalls and new ties, thus complying with the recommendation. It is now in good condition.

The remaining bridges are in good condition.

Hopatcong Branch.

Bridges.—Canal bridge deck is in poor condition, the old timbers still being in service. They should be renewed at an early date. The other bridge is in fair condition.

Recommendation.—Renew deck of bridge over canal.

Sussex Branch.

This branch extends from Netcong to Franklin Furnace, and from Branchville Junction to Branchville, a distance of thirty and five-tenths miles. It is single track, laid with eighty pound rail from Netcong to Newton, the balance with seventy-five pound rail. The two miles of sixty pound which was in track on last inspection has been replaced with seventy-five. It is ballasted with cinders and gravel in good quantity.

Sufficient tie renewals have been made and other work done during the year pertaining thereto to keep the track in safe condition for the traffic. Interlocking signals are now being in-

stalled at Augusta by the Lehigh and New England Railroad as recommended by your Board.

Recommendations.—That additional shoulder be placed on the fill both east and west of the new line bridge east of Andover;

That tie renewals be hurried between Branchville Junction and Branchville, and between Branchville Junction and Franklin;

That the large tree standing close to track, to which Superintendent Phillips' attention was called, be taken down.

Bridges.—Bridges are maintained in fair to good condition, the renewals contemplated for 1911 being sufficient. The I beam span east of L. & H. Junction and two small bridges east and west of Andover are to be rebuilt in 1911. These last two are to be deck plate girders.

Girders and seats are often dirty. Those particularly noted were the bridge over the Musconetcong and the highway bridge west of Netcong.

Recommendations.—Clean girders and bridge seats at least once every three months.

Branchville Branch.

Bridges.—Recommendation for masonry repairs on first bridge east of Augusta has not been carried out. This is one of the bridges to be rebuilt this year. The decks of the bridges on this branch are generally in poor condition. Extensive renewals are contemplated here this year and next, which should be sufficient to bring the bridges all up to good condition. This work generally includes replacing timber stringers and bents with those of steel and concrete, also repairing, reinforcing and rebuilding abutments.

Creosoted ties have been placed on the through plate girder 1.1 miles west of Lafayette. Bridge 1.3 miles west of Lafayette, bridges 1.1 miles, 0.8 miles and 0.2 miles east of Augusta are short timber trestles with stone abutments. They are listed for rebuilding in steel and concrete in 1911. The timber bridge 0.5 miles east of Augusta was listed for rebuilding in 1910, but it has not been done. It is all in very poor condition. A fire has recently burned the ends of two stringers and the bent under them. Temporary blocking has been placed at this point, but this bridge should be rebuilt as soon as possible in concrete.

Bridge 0.02 miles west of Augusta and bridge 0.2 miles east of Branchville are listed for rebuilding in 1912. Meanwhile they should be temporarily repaired as recommended.

Bridges should receive more frequent cleaning.

Recommendations.—Rebuild bridges as indicated above.

Rebuild bridge 0.5 miles east of Augusta in concrete.

Renew defective ties and point masonry on bridge 0.2 miles east of Branchville.

Point masonry on bridge 0.05 miles west of Augusta.

Clean girders and seats of bridge 0.1 mile east of Branchville.

Hampton Branch.

This branch extends from Washington to Hampton, a distance of four and eight-tenths miles. It is single track. The track is laid with sixty-seven pound rail, ballasted with gravel and cinders in good quantity.

Sufficient tie renewals have been made and other work done pertaining thereto during the past year to keep the track in safe condition for the light traffic.

Bridges.—Ties on the long bridge over the Musconetcong at Changewater are in poor condition and should be renewed at an early date. It is the intention to place creosoted ties on this bridge when renewals are made.

There is but one other bridge on this branch and that is in good condition.

Recommendation.—Renew ties on the bridge at Changewater over the Musconetcong.

Phillipsburg Branch.

This branch extends from Washington to Phillipsburg, a distance of thirteen and seven-tenths miles. It is a single track, laid with seventy-five pound rail, ballasted with gravel and cinders. Automatic lap signals are now being installed, which, if observed, will prevent both rear-end and head-on collisions. A new cement station has been erected at New Village.

Sufficient tie renewals have been made and other work done pertaining thereto during the past year to keep the track in good, safe condition for the traffic.

Bridges.—Bridges are all in good condition. Several of the smaller openings are to be replaced in concrete with ballasted floors this year.

Rockaway Branch.

This branch extends from Denville Junction to East Dover, a distance of three and six-tenths miles. It is single track, ballasted with gravel and cinders in good quantity. Sufficient tie renewals have been made and other work done pertaining thereto during the year to keep the track in good, safe condition.

Bridges.—Bridges are in good condition.

Boonton Branch.

Bridges.—A new through plate girder bridge on concrete abutments has been built over a new road two-tenths of a mile east of Towaco station.

Dirt and cinders are allowed to accumulate on girders and bridge seats. They should be frequently cleaned, at least once in three months. Defective ties should be renewed on the following bridges: Over canal in Boonton, Pompton River, over Newark branch of Erie Railroad, Passaic River and Jay Street in Lyndhurst.

The abutments of canal draw at Mountain View are in poor condition, requiring thorough overhauling and general repair.

Recommendations.—Renew defective ties on the following bridges:

Canal in Boonton, Pompton River, Newark branch of Erie R. R., Passaic River and Jay Street in Lyndhurst;

Clean girders and bridge seats of all bridges at least once every three months;

Repair abutments of canal draw at Mountain View.

Montclair Branch.

On November 15th the new grade line through Bloomfield and Watsessing was put in service. This improvement extends from the eastern boundary of Glen Ridge to the western line of East Orange, a distance of about one and one-third miles. This part of

the road is double track, with an additional freight track extending eastward from Watsessing station. On the western end the new work is carried on embankment and includes a new reinforced concrete station at Bloomfield. The old girder span over Toney's Brook is replaced with a concrete arch, and grade crossings at Washington Street and Glenwood Avenue have been eliminated by carrying the railroad over them; these bridges being steel spans covered in with concrete and having reinforced concrete approaches. The crossing over Second River has had girders slightly adjusted to new grade line and has now concrete backwalls and seats.

Through the Watsessing section the tracks are depressed between concrete retaining walls. The Watsessing station is built of brick over the tracks and is supported on a concrete arch. Highway grade crossings at Dodd Street and Arlington Avenue and the railroad grade crossing of the Orange branch of the Erie R. R. have been eliminated by being carried over the D., L. & W. tracks. The two highway bridges are concrete arches and the railroad bridge is a through steel plate girder span.

The track is laid with ninety-one pound rail having six bolt angle bars. Tie plates fastened with screw spikes to creosoted ties are used throughout. The ballast is stone.

Port Morris to Slateford, Pa.

This road extends from Port Morris to Slateford, Pa., a distance of twenty-eight miles, twenty-seven of this distance in New Jersey.

Work was commenced on its construction on August 1st, 1908.

There are a large number of very heavy rock cuts, also one fill near Andover, three miles long, and from fifty to one hundred feet in height. The subgrade in cuts is forty-one feet, on fills forty-one and upwards. It may be safely said that this is the most expensive twenty-eight miles of road ever built in this country. The sharpest curve is two degrees; the heaviest grade twenty-nine feet to the mile. It will be opened for traffic on December 24th next.

It is double track, with thirteen miles of siding laid from Port Morris to Blairstown, with one hundred and one pound steel rail.

and from Blairstown to Slateford with ninety-one pound, thirty inch angle bars, six bolts, twenty-eight hundred and sixteen ties to the mile, principally yellow pine, all of which have been creosoted. Tie plates on each. Ties fastened with screw spikes. All switches have safety points; all frogs are spring rail. The track is ballasted with stone, with the exception of fills where slag is used until such times as they are through settling, when stone will be used. The entire line is equipped with automatic signals, with interlocking towers at Port Morris, Greenville and Slateford Junction.

The stations at Johnsonburg and Greenville are about completed. There will also be one at Blairstown. While the entire line is in shape for traffic, it is not completed, but will be on or before December 24th. There is a tunnel one thousand feet in length between Port Morris and Andover. The saving in distance is eleven miles. No expense has been spared to place this road in first-class condition in every respect.

There are no highway crossings at grade on this line.

Port Morris to the Delaware River (State Line).

Bridges.—There are fifty-two undergrade concrete arches and culverts on this new line, varying from three feet to forty feet in span, and two steel bridges 70 ft. 6 in. and 75 ft. long respectively. All the overhead highway crossings are concrete arches of spans from fifty-eight feet to sixty-five feet approximately.

In addition to the above are the Paulins Kill viaduct, 1,100 feet long, containing two 100 feet and five 120 feet arches; and the interstate viaduct over the Delaware River, 1,476.79 feet long containing five 150 feet, two 120 feet and two 33 feet arches.

All of these bridges are excellent samples of this modern type of construction and rank among the largest for railroad service yet built.

ERIE RAILROAD.

Main Line.

The main line extends from Jersey City to a point one mile west of Mahwah in New Jersey, a distance of thirty miles. There are four tracks from Jersey City to Rutherford Junction,

with the exception of over Hackensack bridge, where there are two. Two tracks from Rutherford Junction to Ridgewood Junction; from Ridgewood Junction to State line, four.

Nineteen miles of one hundred pound rail have been placed in one and two since last inspection. The balance is laid with ninety pound rail, with the exception of the four tracks from Jersey City to the west end of the open cut, which is laid with one hundred pound.

Passenger tracks are ballasted with stone; freight tracks with stone west of Ridgewood Junction; balance with gravel and cinders. The new open cut through Bergen Hill has been completed since last report, and the line changed between Bergen Junction and Hackensack River. The old line is used for freight only.

No freight trains are allowed to run through the new cut during commutation hours, and only fast or preferred freight at any time. The freight and coal traffic is handled through the old tunnel.

Sufficient tie renewals have been made and other work pertaining thereto has been done during the year to keep the tracks in good condition.

Bridges.—The Hackensack River is being spanned by a new double-track bridge alongside of the old one. The new bridge consists of 11-plate-girder spans east of draw and 4-plate-girder spans west of it. The draw span is to be of the rolling lift type. A through plate girder span with shallow floor and maximum under clearance is provided east of draw to admit passage of small boats, reducing the times of operating the draw to a minimum. The substructure is concrete piers and abutments having pile foundation. All steel work is erected except for the draw span. When this bridge is placed in service, which should be in about six months, the present bridge will be cut out.

Bridge 8.29 should have defective ties renewed.

Bridge 10.22 has had masonry pointed. Examination of cracked stone under northeast pedestal of draw span shows that no movement has occurred in the last eleven months or since the pointing was done. A monthly inspection, with report, is made

by the company showing the condition here. Under these conditions it is safe to allow it to remain in service as it is.

Bridge 16.20 over Governor Street, Paterson, is naw, a through plate girder in one span, having ballasted floor, replacing the old bridge with sidewalk columns.

Bridge 16.30 should have standard wooden guards notched over ties.

On bridge 17.34 the counters are out of adjustment. They should receive attention from the bridge department.

Bridge 21.60 should have standard nose blocks placed at guard rail ends.

Bridge 24.37 should have defective ties renewed.

Bridge 28.57 should have new deck or be replaced with pipe, if possible.

Bridges are generally very dirty. It should be seen to that orders issued for keeping them clean are enforced.

All the recommendations made last year have been carried out except regarding bridge 10.22 as explained above.

Recommendations.—Keep all bridges clean and free from dirt and cinders.

Renew defective ties on bridges Nos. 8.29 and 24.37.

Place standard wooden guards, notched at least one inch over ties on bridge No. 16.30.

Adjust counters in trusses of bridge No. 17.34, bringing all members in equal bearing. This to be done by the Bridge Department.

Place standard cast iron nose blocks at guard rail ends on bridge 21.60.

Replace bridge 28.57 with pipe or renew its deck.

Northern Railroad Division.

This road extends in New Jersey from Bergen Junction to the New York State line, a distance of twenty-one and one-half miles. It is double track, ballasted with stone as far as Englewood, a distance of fifteen miles, the balance with cinders and gravel.

Sufficient tie renewals have been made and other work done

pertaining thereto during the past year to keep the track in good safe condition.

Bridges.—All the recommendations made last year have been carried out. Bridge No. 7.49 has had seats raised in concrete. Bridge 10.44 is to be renewed in concrete this year. Bridge 15.88 is new. Inside guard rails have not yet been put on. Bridges in general are dirty. They should be kept clean. Otherwise they are in fair to good condition.

Recommendations.—Place standard inside guard rails on bridge 15.88.

Clean all girders and bridge seats.

New Jersey and New York Division.

This road extends from New Jersey and New York Junction to the State line west of Montvale, a distance of eighteen miles. Ten miles of this road is double track, the balance single. The track is laid with seventy-two pound rail. It is ballasted with gravel and cinders in good quantity.

Since last inspection both tracks between Hackensack and New Jersey and New York Junction have been raised and re-ballasted. The double track is in good condition, the single from fair to good, and in safe condition for the traffic.

Recommendations.—That the tie renewals through Hillsdale be given immediate attention.

Bridges.—All bridges on this line are in good condition.

Newark Branch.

This road extends from Bergen Junction to Newark Junction, a distance of eighteen and one-half miles.

There are four miles of double track, the balance single. The track is laid with ninety-pound rail to one mile east of Harrison. This part of track is in good condition, from one-quarter mile east of Harrison to Alwood, with seventy-four pound rail. This part is in fair condition and safe for the traffic from Alwood to Paterson Junction with eighty-pound rail, which is in good condition. The track is ballasted with gravel and cinders in good quantity. Sufficient tie renewals have been made during the past year to meet the requirements.

Bridges.—Recommendation of last year was carried out.

Bridges are all in fair to good condition, except for accumulated dirt and cinders and as noted below.

Bridge No. 8.04 should have guard rails straightened and have standard cast-iron nose blocks placed at ends.

Recommendations.—Keep all bridges clean and free from dirt and cinders.

Straighten guard rails and place standard nose blocks at their ends on bridge 8.04.

Bergen County Short Cut.

This road extends from Rutherford Junction to Ridgewood Junction, a distance of ten miles. It is double track. The track is laid with ninety pound rail, with the exception of two miles which has been replaced with one hundred pound, one mile with creosoted ties and screw spikes, the other mile with yellow pine, both of which are ballasted with stone, the balance with gravel and cinders in good quantity.

Sufficient tie renewals have been made and other work pertaining thereto has been done during the past year to keep the track in good condition.

Bridges.—Recommendations made last year for renewing defective ties on bridges 2.12 and 6.34 have not been carried out and are therefore repeated. Bridges are generally dirty.

Recommendations.—Keep all bridges clean and free from dirt and cinders. Renew defective ties on bridges 2.12 and 6.34.

New York and Greenwood Lake Division.

Greenwood Lake to Sterling Forest.

This road extends from Greenwood Lake Junction to Sterling Forest, a distance of thirty-nine and two-tenths miles. There are thirteen miles of double track, the balance single. The track is laid with eighty-pound rail (Greenwood Lake Junction to Ringwood Junction), with the exception of one and one-quarter miles west of Midvale, which is laid with seventy-four pound rail. This is to be replaced with eighty-pound rail this year.

From Ringwood Junction to Sterling Forest it is laid with ninety-pound rail, with the exception of two miles, which will be

replaced this year. This will complete the recommendation of the Board that the light rail be replaced between Ringwood Junction and Coopers with heavier rail. Four miles of this rail have been laid since last inspection. The track is ballasted with gravel and cinders in good quantity.

Sufficient tie renewals have been made and other work, pertaining thereto, done during the year to keep the track in good condition.

Recommendations.—Replace low switch stand with high one at east end of switch west of Pompton.

Bridges.—The recommendations of last year have only been partially carried out. They are noted in detail below and included in the recommendations which follow.

Repairs have not been made as recommended, on the following:

Bridge 1.93 has no inside guard rails. It is 38′ 11″ long between backwalls. Bridge 5.25 has poor ties. Bridge 9.21 has poor guard timbers. Tie renewals have been made here. Bridge 9.45 (bridge 9.25 in report) and bridge 12.24 should both have new ties and guards. Bridge 27.19 has had sufficient renewals made to carry it for the present. Guard rails terminate in frog points. A new bridge is contemplated here Bridge 30.75 is to be entirely rebuilt this year Only enough repair work has been done to carry it till renewed.

Bridges 32.11 and 32.14 are to be pointed this year.

All the other recommendations made last year have been carried out.

Standard nose-blocks should be placed at ends of guard rails on bridge No. 4.02. Bridge 6.65 should have ties respaced where bunching. Bolts in deck of 6.99 should be tightened. Bridge 15.74 should have defective ties and guards renewed. Bridge 22.52 should have new deck. Pipe has been substituted for bridge No. 17.92. Bridge 38.35 is to have extensive repairs this year; renewals have been made in sufficient quantity for the intervening time. A longer bridge is under consideration for No. 35.55.

More attention should be given to keeping bridges clean. On this line they have become quite dirty.

Recommendations.—From 1910:
Bridge 1.93. Place standard inside guard rails on both tracks.
Renew defective ties on bridges 5.25, 9.45 and 12.24.
Renew defective guard timbers on bridge 9.21.
For 1911:
Bridge 4.02: Place standard nose blocks at guard rail ends.
Bridge 6.65: Respace ties where bunching and secure them.
Bridge 6.99: Tighten bolts in deck.
Bridge 15.74: Renew defective ties and guards.
Bridge 22.52: Renew deck.
Clean all bridges and bridge seats.

Orange Branch.

This road extends from Forest Hill to West Orange, a distance of four miles. It is single track. The track is laid with eighty-pound rail, ballasted with gravel and cinders in good quantity. Tie renewals have been made and other work done pertaining thereto and keep the track in good condition.

The grade crossing with the Delaware, Lackawanna & Western is being eliminated at Watsessing crossing. The work should be completed this year.

Recommendations.—That the low switch stands be replaced by high ones at east end of long switch west of Forest Hill, also west of Orange and just east of Edison's factory.

Bridges.—Bridges are maintained in fair to good condition.

No. 3.04 is to be rebuilt this year. No. 3.78 has had a new concrete top.

The steel for the new bridge over the D., L. & W. R. R. at Watsessing is at the site. The abutments are built in concrete, and when this bridge is placed in service, the present steam grade-crossing will be eliminated.

Caldwell Branch.

This road extends from Great Notch to Essex Fells, a distance of six miles. It is single track, ballasted with gravel and cinders. The track is laid with seventy-four pound rail. Sufficient tie renewals have been made and other work done pertaining thereto to keep the track in safe condition for the traffic.

Recommendations.—Replace the two switch stands with high ones at the two switches west of Caldwell.

Bridges.—Repairs have been made to bridge 1.76 as recommended, and it is maintained in safe condition. Speed is restricted to ten miles per hour across it and No. 1.90. Bridge No. 2.62 is being rebuilt as a deck plate girder with concrete abutments. Steel is delivered to the site.

Recommendations.—Place standard cast-iron nose blocks at ends of guard rails on bridge 1.76.

Ringwood Branch.

This road extends from Ringwood Junction to Ringwood, a distance of three miles. It is single track, ballasted with gravel and cinders. The track is laid with seventy-four pound rail.

Sufficient tie renewals have been made and other work done pertaining thereto to keep the track in safe condition for the traffic.

Bridges.—Recommendations for renewals on bridge No. 0.59 have been carried out, and bridges are in fair to good condition. The blocks at ends of guard rails are to be beveled off, as recommended, in a few days.

LEHIGH AND HUDSON RIVER RAILROAD.

This line extends from Mansfield Street, Belvidere, to State line east of Vernon, a distance of forty-seven miles. It is single track, laid with eighty-pound rail, with the exception of three miles which is laid with one hundred. The track is ballasted with gravel and cinders. Sufficient tie renewals have been made and other work done pertaining thereto to keep the track in good condition.

Bridges.—The work of rebuilding the old bridges on this line has continued during the past year, so that nearly all of the small bridges which were in poor condition have been repaired or entirely rebuilt in concrete. All the recommendations made last year have been carried out or are under way except pointing masonry on No. 96 and rebuilding No. 126. The former is to be done as soon as water is low enough. No. 126 is in poor con-

dition and should be rebuilt this year as soon as low water will permit.

Ties and guards on No. 136 are poor and should be renewed. This is to be done this year.

Embankment at east approach to No. 144 is narrow and should have additional fill made at this point. This bank should also be riprapped. Maintenance repairs to piles and timbering have been made in sufficient quantity to insure safe operation.

Nos. 122, 132 and 160 are under construction at the present time. They are being rebuilt as concrete culverts with reinforced slab floors.

Plans are under consideration for replacing pile trestles Nos. 71 and 74 with steel bridges. Meanwhile they have had sufficient repairs made to keep them in safe condition.

Recommendations.—Point stonework on No. 96.

Renew defective ties and guards on No. 136.

Place additional fill at east approach to No. 144 and riprap bank at this point.

Rebuild No. 126 this year, as soon as low water will permit.

LEHIGH AND NEW ENGLAND RAILROAD.

This road extends in New Jersey from Liberty Corners to Swartswood Junction and from Hainesburg Junction to Delaware River, a distance of twenty-three and nine-tenths miles. Inspection of the road from Liberty Corners to Swartswood Junction was made on September 8th, 1911. The road is single track, laid with sixty-pound rail, with the exception of four thousand feet at Baleville which is laid with eighty-pound rail. It is ballasted with gravel and sand.

Track conditions have been much improved since last inspection. Interlocking signals have been installed at Augusta in connection with the Delaware, Lackawanna and Western Railroad, as ordered by your Board.

Recommendations.—That not less than eighteen hundred ties be placed in main track this year. That all ditches be cleaned so as to give proper drainage.

Bridges.—The recommendations made last year concerning bridges have all been carried out. No. 25 has been rebuilt with

wooden stringers on concrete abutments. No. 7 has not yet been rebuilt; but timber bents have been placed under the plate girder spans, making it safe for the traffic. Stonework has been pointed and the timber trestle on west end thoroughly repaired. Cattle pass No. 3 is only in fair condition. It is old and is to be rebuilt in concrete this Fall. Piers of the Delaware River bridge have been jacketed with reinforced concrete.

On some of the wooden trestles which have recently been rebuilt there is scant filling at their ends. At these points the bulkheads should be raised and backfilled with cinders, thus enabling good shoulder to be maintained up to the bridge. Their numbers are 27, 46, 51, 52, 53 and 54. Bad ties at west end of No. 53 should be replaced with sound ones. At the west end of No. 13 the ballast has washed out, leaving the ties improperly supported. The remaining bridges on the line are in good condition.

Recommendations.—Raise bulkheads at ends of the following bridges, and backfill with cinders: Nos. 27, 46, 51, 52, 53 and 54.

Renew ties at west end of No. 53.

Repair ballast at west end of No. 13.

LEHIGH VALLEY RAILROAD.

Main Line.

This road extends from Jersey City to State line at Phillipsburg, a distance of seventy-six miles. It is double track. That part from Parkview, a distance of nine and seven-tenths miles, is for freight traffic only. The track is laid with ninety and one hundred pound rail, ballasted with stone as far as Parkview; from Parkview to Jersey City it is ballasted with cinders. There are ten miles of third track between Stanton and Lansdown and eight miles of four track between Potters and New Market.

Betterments have been made by laying 78,300 feet of ninety-pound rail, 53,000 feet of one hundred pound, 11,000 feet of one hundred and ten. Twenty-two yards of stone ballast placed track, tie plates and rail anchors are being very extensively used. Tie renewals and other work pertaining thereto has been done to keep the track in first-class condition.

Bridges.—Jersey City to Park View.

During the past year the new line in Jersey City has been completed and put in service. Two modern steel bridges over highways and a long steel viaduct are in this part of the line and a long pile trestle and deck girder span have been taken out. Nos. 10a and 5b are to have new decks this year and No. 10 is to be replaced with pipe. Nos. 6, 6a and 6b are to have new stringers, ties and guards on east-bound track, and west-bound track is to be reinforced with the best of the old material removed. Speed is restricted to 15 miles per hour over Nos. 6 and 6b, and 6 miles over 6a, which is sufficiently safe in this location without inside guard rails. Ties on No. 5a are poor and should have renewals made when necessary. When the work outlined is completed the bridges will be in good condition.

Recommendation.—Renew defective ties on 5a.

Park View to Phillipsburg:

Work of bringing the bridges up to first-class condition has been continued, all recommendations have been carried out. The repair and reconstruction work on the bridges in Phillipsburg is nearly completed. No. 75c has had west abutment partly rebuilt, new toe walls built under sidewalk, new sidewalk laid, buttresses built back of wall and refilled. The east abutment has been pointed. No. 75b has 16 feet of each end rebuilt in concrete with parapet walls carried up to properly hold the fill. Preparations are being made to raise parapets and wing walls of Nos. 75 and 75a to better hold the fill. No. 71 has had east abutment partly rebuilt and wings raised in concrete. It has received an entire new timber floor. Four bridges have been renewed and twenty-five new bridge floors put on in the past year, placing them in excellent condition. Nos. 17, 26 (Nos. 3 and 4 tracks), 34a, 44, 53a, 61a, 62 and 76 are to have new floors this year. Steel floor for No. 61a has been delivered at site. These repairs, together with the various other maintenance work outlined for 1911, are sufficient to maintain bridges in first-class condition.

Perth Amboy Branch.

This branch extends from South Plainfield to Perth Amboy, a distance of nine and six-tenths miles. It is double track, laid

with eighty and ninety-pound-rail, ballasted with gravel and cinders. The electric automatic signals that were being installed on last inspection are completed and in service. Everything has been done in the way of maintenance to keep the track in good, safe condition.

Bridges.—The four small I-beam spans noted for replacing with concrete decks last year have had new wooden decks instead. P 19a, a stone arch, is being extended in concrete and paved. Other bridges are in good condition.

Raritan River Branch.

Bridges.—Bridges are maintained in good condition for the traffic. P E 20 is to have a new floor, and P E 20a is to have a new steel girder span this year with new pile bents.

Flemington Branch.

This branch extends from Flemington Junction to Flemington, a distance of one and seven-tenths miles. It is single track, laid with ninety and sixty-eight-pound rail, ballasted with cinders and gravel. It is in good, safe condition for the traffic.

Bridges.—The two cattle passes on this branch are in good condition.

Clinton Branch.

This branch extends from Landsdown to Clinton, a distance of two and one-tenth miles. It is single track, laid with seventy-six and sixty-six-pound rail, ballasted with cinders. All work in way of maintenance has been done to keep the track in safe condition for the traffic.

Bridges.—Nos. 58, 58a and 59 have been entirely rebuilt as deck plate girders on concrete abutments with remodeled material from main line bridge 35. 58a and 59 are complete except for inside guard rails. Guard-rail points have been protected with beveled blocks on No. 57 as recommended, and timber backwalls have been replaced with concrete. Nos. 57 and 58 are to have new decks this year.

Recommendation.—Place standard inside guard rails on bridges CL 58, CL 58a and CL 59.

Pittstown Branch.

This branch extends from Landsdown to Pittstown, a distance of four miles. It is single track, laid with seventy-six-pound rail, ballasted with gravel and cinders. Sufficient tie renewals have been and are now being made to keep the track in fair condition and safe for the traffic.

Bridges.—Ties have been spotted in on P I 60 and guard rails put on as recommended. This bridge is listed for an entire new floor in 1911. Bridges are maintained in good condition for the traffic.

National Dock Branch.

This branch extends from National Junction to Constable Hook, and has branches to the Pennsylvania Railroad at Waldo Junction and to the National Docks, also connection with the New Jersey Junction Railroad. It is double track, laid with seventy-eight and ninety-pound rail, ballasted with stone and cinders. It is used for freight traffic only. It is in good, safe condition.

Bridges.—All the recommendations for tie renewals and protection of guard rail ends have been carried out except on bridge N D 7, which is to be filled in this year after two 48-in. pipes have been laid. Maintenance renewals have been made and are authorized for 1911 in sufficient quantity to keep bridges in good condition.

MORRISTOWN AND ERIE RAILROAD.

This road extends from Morristown to Essex Fells, a distance of ten and eight-tenths miles. It is single track. The track is laid eighty-pound rail for eight and four-tenths miles, and the balance with sixty-two-pound. The track is in fair line and surface, and in safe condition for the traffic. All recommendations asked for in last year's inspection have been complied with, with the exception of installing toilet facilities at Morristown. As the station is to be moved within the near future, Mr. McEwan asks that this be deferred until the change is made.

Recommendations.—Replace low switch stands with high, the same as in use on other parts of the line, at Sewer plant switch Sand Bank and Malapardis Junction switches.

Clean ditches in first cut west of Whippany. First cut west of Hanover, and first cut west of Roseland.

Place not less than two thousand ties in main track before September 1st this year.

Speed not to exceed thirty for passenger and eighteen miles per hour for freight trains over the sixty-two-pound rail.

Bridges.—As noted in report of November 16th, 1910, all the recommendations in Report of April 13th, 1910 have been carried out except renewing two of the small trestles on the meadows between Hanover and Whippany. These are in the same condition as when last reported. Material is on the ground for rebuilding them in concrete and work is to be started in two or three weeks, as soon as conditions of water in swamp will permit. Meanwhile speed is restricted to 15 miles per hour across them.

Dirt and cinders are allowed to accumulate on bridge seats and stringers. More frequent cleaning is necessary. The plate girder bridges east of Hanover and Beaufort need painting.

Ties are poorly spaced on east end of Whippany River bridge west of Hanover. These should be respaced standard or this part of the bridge filled.

Two bridges on siding west of Whippany are in very poor condition. If they are to continue in use they should be rebuilt standard.

The Malapardis branch is now used only as a siding to the mills at Malapardis and brick yards.

Recommendations.—Remove accumulated dirt and cinders from bridge seats and stringers.

Paint the two plate-girder bridges east of Hanover and Beaufort.

On east end of Whippany River bridge west of Hanover place standard deck or fill this end of trestle.

Rebuild the two bridges on siding west of Whippany as standard trestles.

NEW YORK AND LONG BRANCH RAILROAD.

This road extends from Perth Amboy to Bay Head Junction, a distance of thirty-eight and four one-hundredths miles.

The track is laid as follows:

South bound track—Ten and ninety-eight one-hundredths miles, seventy-six-pound rail.

Seven and thirty-four one-hundredths miles, eighty-pound rail.

Nineteen and sixty-three one-hundredths miles, ninety-pound rail.

Nine one-hundredths miles, one-hundred-pound rail.

North bound track—Eleven and fifty-two one-hundredths miles, seventy-six-pound rail.

Six and fourteen one-hundredths miles, eighty-pound rail.

Twenty and twenty-nine one-hundredths miles, ninety-pound rail; nine one-hundredths miles, one-hundred-pound rail.

Total—Seventy-six and eight one-hundredths miles.

All of the seventy-pound rail has been replaced with ninety, as recommended on last inspection. All warning signs at crossings have also been repainted. The track is ballasted with stone, gravel and cinders.

Sufficient tie renewals have been made and other work pertaining thereto has been done to keep the track in good condition.

Bridges.—The work of repairing and rebuilding the bridges on this important line is progressing very favorably, all the recommendations resulting from general and special inspections being either carried to completion or are at present under way. Bridges have all been cleaned and painted. Those with insufficient backwalls are having such backwalls built or extended in masonry. Old piles not in bearing are being removed. Standard cast-iron nose-pieces for guard rail ends have been ordered and guard rails are to be extended from 100 to 150 feet on the approach ends of all bridges.

Raritan River bridge has been shimmed up temporarily on oak blocks where settlement has occurred, bringing it in good line and surface. The wedges on the loose rails at each end of draw have become out of adjustment, due to the settlement of the center pier and its movement to the northward about two

inches. The wedges holding these rails should be readjusted so as to bring them in good and firm bearing on this loose rail, holding it securely in line. The girders immediately north of the draw are to be adjusted to provide for the movement of the draw.

Trestle over Matawan Creek at Matawan is in good line and surface. Repairs were made here last fall. Some of the ties are poor, and necessary renewals should be made before the heavy summer traffic opens.

Trestle over Navesink River at Red Bank is likewise in good line and surface. Some new ties need to be spotted in to replace those in poor condition. This should be done before July 1st.

Speed is restricted to 35 miles per hour across these two long trestles and also over Raritan River and Manasquan River bridges. It has been the practice for enginemen to apply air on the Matawan and Red Bank trestles. This should not be done. Air should be applied before the trestles are reached and then released, allowing the train to drift over these bridges.

At Parker's Creek the stones in the center pier are loosening at the base. The old cofferdam is still in and could probably be used in its present condition as a form in which to deposit concrete to encase the bottom of this pier, thus effectively securing it against further disintegration.

Shrewsbury River bridge at Oceanport.—Draw has been painted and cleaned. Repairs are soon to be made in south bound track, south end, to carry it until 1912, when entire trestle approaches are to be rebuilt.

Workmen are busy at Eastburn Avenue and Takanasse Road, placing wall plate under girders and building stone backwalls, as recommended.

Cedar Avenue is to have backwalls built and a new steel span erected on siding as soon as the above are finished.

At Deal Lake, north, the stone abutments are to be extended across center to provide proper seats for the girders.

At the south crossing of Deal Lake the abutments are poor. This bridge is carried on new bents, but masonry walls should be built to properly retain the embankment. Plans should provide for eventually carrying the girders on the new abutments rather than on pile bents.

New bents have been driven at Shark River, north. A new deck will be placed on this bridge in the fall.

Laterals in girders of Shark River, south, have been removed, straightened, and replaced. The bridge has been painted and cleaned. Wreck Pond, north, is to have repairs made to abutments. Wreck Pond, south, is to be reinforced. Material is beginning to arrive. Abutments are in poor condition and should be rebuilt in stone or concrete masonry.

Moore's Cove is rebuilding. All new bents have been driven and capped.

Manasquan River, north.—Material is on hand for changing single track part of trestle to double track. Plans for double track rolling lift draw are now in hands of War Department for approval. This is to replace the present single track wooden Howe truss draw, on which repairs have recently been made. The new bridge is expected to be built the latter part of this year.

Recommendations.—Adjust wedges on loose rails of Raritan River draw so as to hold these rails securely in line when bridge is closed.

Renew defective ties on Matawan and Red Bank trestles.

Instruct enginemen not to apply air on these bridges, but to bring trains under control before reaching them, allowing trains to drift across them.

Examine base of pier in Parker's Creek bridge; encase it in concrete, working it in around the piling so as to form a solid mass and securing it against further disintegration.

Build masonry abutment at Deal Lake, south. Provide for carrying steel work on this masonry.

Build masonry abutment at Wreck Pond, south.

NEW YORK, SUSQUEHANNA AND WESTERN RAILROAD.

Main Line.

This line extends in New Jersey from West End to the State Line at Delaware Water Gap, a distance of ninety-six and one-half miles. It is double track from West End to Riverside, the balance single. From West End to Granton the track is laid

with seventy-one-pound rail, the balance eighty. It is ballasted with gravel and cinders. The track from West End to Sparta is fair to good, from Sparta to Hainesburg it is good, from Hainesburg to Dunfield it is fair. That part from Beaver Lake to Sparta, on account of the grade and sharp curves, should be in first-class condition. Tie renewals should receive immediate attention and the entire line be made as good as that part between Sparta and Blairstown.

Recommendations.—That all tie renewals should be made before September 1st this year, and the average number per mile be not less than two hundred and fifty ties.

Renew switches that are cut in east end of passing switch at Wortendyke; also in east end of passing switch at Bloomingdale.

Place the entire line in as good condition as that part between Sparta and Blairstown.

Replace low switch stand with high at east end of passing switch at Newfoundland, also at west end of long switch at Hainesburg Junction.

Fill out at end of derail Oak Ridge passing switch.

Bridges.—All the recommendations made last year have been carried out, and bridges are being maintained in safe condition.

Bridge No. 10.73 at Little Ferry is new. The draw is a rolling lift on concrete piers with pile trestle approaches. It has recently been placed in service.

Bridge 13.95 should have defective ties renewed.

Bridge 18.62 is being rebuilt. Concrete river piers and east abutment are completed. Work is progressing on east shore pier and west abutment. Steel is delivered at site and girders for east span have been placed. Speed is restricted across old structure, which will be removed as soon as one track of the new bridge is placed in service. The second track of the new bridge will occupy the site of the present single track bridge.

Ties on No. 32.29 are old. Defective ones should be renewed. Backwalls should be extended on No. 36.00.

Bridge 37.36 should have cracked seat stones on center pier renewed and masonry pointed. Roller nests should be adjusted on bridge No. 38.75. Bridge 65.19 has had an additional bent placed under center and is maintained in safe condition till new

steel bridge is built. Plans have been approved for a through plate-girder bridge on concrete abutments for this place.

Defective ties should be renewed on bridge 90.09.

Loose rivets are being cut out and redriven on bridge 96.88 over the Delaware River.

Recommendations.—Bridges 13.95, 32.29 and 90.09; renew defective ties.

Bridge 36.00; extend backwalls.

Bridge 37.36; renew cracked seat stones on center pier and point masonry.

Bridge 38.75; adjust roller nests.

Granton Junction to West End Junction.

Bridges.—The part of this line between Granton and West End Junctions, abandoned for passenger traffic on December 1st, contains four bridges. Their use is continued for restricted freight traffic for a limited time. Bridges over the concourse in the Jersey City terminal are similar to the others at the same place, and are good examples of modern construction.

Edgewater Branch.

Inspection of this branch was made August 31st, 1911. The branch extends from Little Ferry Junction to Edgewater, a distance of three miles. Fifty-two hundred feet of track is tunneled under the Palisades. The track is laid with sixty and seventy-pound rails, with the exception of that which passes through the tunnel, which is laid with eighty-pound rails. Track is ballasted with gravel, cinders and stone. The worn rail has been replaced on the east-bound track between the Junction and the bridge over the West Shore Railroad; one hundred rails are on the ground to replace those most worn, east of that point. Sufficient tie renewals have been made and other work pertaining thereto done, to keep the track in safe condition for the traffic. This branch is used for freight purposes only.

Recommendations made on last inspection have been complied with.

Bridges.—The bridges are in better condition generally than when inspected last year. Recommendations have been complied

with except in the matter of placing fill at the west end of bridge No. 10.25. Some little work has been done here but not in sufficient quantity to maintain good shoulder on this curve. Ties are in poor condition on bridge No. 11.22 over the Northern Railroad. Standard castings for guard-rail ends have been supplied for about half the places where required. The remaining ends have wooden blocks in poor repair. These should be replaced with standard castings, and loose spikes in all of them driven home.

Recommendations.—Bridge 10.25. Fill out embankment at southwest corner of this bridge to top of wing and backwalls so as to make good shoulder at this point.

Bridge 11.62. Renew all defective ties.

Place a standard casting at every guard-rail end not so protected, and drive down all loose spikes in all of them.

Middletown Branch.

This branch extends from Beaver Lake to the State line east of Unionville, a distance of twenty miles. It is single track—three miles laid with seventy-one-pound rail; thirteen miles with seventy; two miles with sixty and two miles with eighty. All of the rail from Franklin Junction to State line, with the exception of the two miles of eighty, should be replaced. The seventy-pound was relaid after being in service sixteen years, and was practically worn out. The track is ballasted with gravel and cinders in fair quantity only.

Recommendations.—That all of the seventy and sixty-pound rail west of Franklin Junction be replaced with good rail.

That immediate attention be given to tie renewals.

That the maximum rate of speed for passenger trains be thirty-six and freight trains eighteen miles per hour.

Bridges.—Recommendation of last year has been carried out.

Bridges have recently been painted and are maintained in safe condition. No. 66.13 is listed for rebuilding in 1911.

PEMBERTON AND HIGHTSTOWN RAILROAD.

This road extends from Hightstown to Pemberton, a distance of twenty-five miles. It is single track, laid with fifty and sixty

pound steel rails, ballasted with gravel, cinders and sand. While the rail is light, it is in good, fair condition, and safe for the traffic. The track is only in fair line and surface. There are a large number of unsound ties in track, which should be renewed within the next sixty days.

Recommendations.—That not less than 1665 ties be placed in the main track within the next sixty days. That the track be in good line and surface. That all ditches be drained to give proper drainage.

Bridges.—The timber listed for bridge repairs in 1910 has all been put in and the condition of the bridges is greatly improved. Inside guard rails have been placed on all bridges over thirty feet long between Lewistown and New Egypt, with the single exception of No. 6. East of New Egypt the remaining bridges are to receive inside guard rails this year. No. 8 near Hornerstown is to have new ties and guards. Material is on hand for this purpose.

PENNSYLVANIA RAILROAD.

Main Line—New York Division.

This division extends from Jersey City to Delaware River, a distance of fifty-six and seven-tenths miles. There are four tracks, with the exception of a short distance through Newark where there are two. All tracks are laid with one-hundred pound rail, ballasted with stone. The track and roadbed is in first-class condition. The two road crossings mentioned in last report, Evergreen Avenue, west of Newark, and the Province Line Road crossing near Lawrence, have been eliminated.

Bridges.—The bridges on this line are maintained in first-class condition. No. 13, a small steel-girder span, has been replaced with a reinforced concrete slab. The bridge over Rahway River is maintained in safe condition, until it will be replaced with a series of concrete arches in the general scheme for track elevation at this point, which also includes carrying the railroad over the principal streets through the city of Rahway.

Perth Amboy and Woodbridge Branch.

This branch extends from Rahway to Perth Amboy Junction, a distance of six and nine-tenths miles. It is double track. The

track is laid with eighty-five-pound rail ballasted with stone. Everything has been done in the way of maintenance to keep the track in first-class condition. Automatic safety signals have been installed since last inspection.

Bridges.—The bridges on this branch are maintained in good condition.

Millstone Branch.

This branch extends from Millstone Junction to Millstone, a distance of six and six-tenths miles. The track is laid with sixty-five per cent. eighty-five-pound rail and thirty-five one-hundred-pound. It is single track, ballasted with cinders. This branch has been very much improved since last inspection, and is in good condition.

Bridges.—There are no bridges on this branch.

Rocky Hill Branch.

This branch extends from Monmouth Junction to Rocky Hill, a distance of seven and two-tenths miles. It is single track, laid with thirty per cent. one-hundred-pound rail, fifty per cent. eighty-five and twenty per cent. seventy-five. It is ballasted with gravel and cinders in good quantity. Tie renewals have been made and other work done pertaining thereto to keep the track in good, safe condition.

Bridges.—There is but one bridge on this branch, a small timber trestle near Kingston, which is in good condition.

Princeton Branch.

This branch extends from Princeton Junction to Princeton, a distance of three and two-tenths miles. It is double track, but is run as single track, except at times of heavy traffic. The track is laid with eighty-five-pound rail, ballasted with gravel and cinders. It is in good, safe condition for the traffic.

Bridges.—The bridges on this branch are maintained in good condition.

Belvidere Division—Main Line.

This division extends from Trenton to Manunka Chunk, a distance of sixty-six and six-tenths miles. It is single track, laid

with eighty-five-pound rail, with the exception of one and three-quarter miles which is laid with seventy. This will be replaced with eighty-five this year. The track is ballasted with stone, cinders and gravel. Four thousand five hundred yards of stone and ten thousand yards of cinders have been placed in track since last inspection. Also seven hundred tons of eighty-five-pound steel rail.

The sharpest curve, which is six degrees just west of Belvidere—trains reduce speed to forty miles per hour at this point. There is also a speed limit of forty miles per hour around Sand Gully and Belmont curves on account of worn rail. New rail is now on ground to replace it.

The track south of Phillipsburg is in better condition than that north of there. It requires some ballast and raising just north of Phillipsburg, also north of Martin's creek, but the whole is fully safe for the traffic.

Recommendations.—That the track north of Phillipsburg be put in as good condition as that south of there.

That all low switch stands in main track that are not connected with distance signals, or in yards where trains reduce speed, be replaced with high.

That the red targets now in use be enlarged.

Bridges.—Considerable work has been done on this line during the past year to bring it up to good condition, but much that is necessary still remains to be done. The recommendations made last year have been partly carried out. It is the intention of the company to complete all of them during the present year. All recommendations made last year, which have not been complied with, are therefore repeated.

The bridge, No. 3½, at Cadwalader Park, has been completed. Recommendations for Nos. 4, 20, 23, 25, 37, 38, 41, 44, 47½ and 97 have been complied with, the last-named having been replaced with a new deck-plate girder with concreete slab floor. The north abutment is concrete. Bridge No. 4 is to have repairs made to piers this year. Ties on No. 21 are poor, and should be renewed on main track. Girders on No. 26 have been replaced with heavier ones. Nos. 33 and 34 are stone arches which are

too narrow for double track. In each case the outer rail of passing siding is carried on wooden stringers. As a temporary arrangement, this is safe, as speed is limited to fifteen miles per hour on these sidings; but the arches should be reinforced and extended to adequately provide for full width of double track. Part of the material is at site for reinforcing No. 39. At No. 44 the stone work at foot of north timber strut on east side needs repairing. The south abutment of No. 54 is cracked. A timber bent is placed under the girders, making traffic safe.

Arches Nos. 51, 52, 57, 84 and 85 are all badly cracked, and should be reinforced or rebuilt as recommended. No. 58 has been rebuilt with deck-plate girders and I beams; the north abutment is concrete; the south, stone. No. 59 is a new through plate girder, with solid floor on concrete abutments. All new timber decks are made to new standard of 8″x10″ ties laid flat and spaced 16″ on centers.

Recommendations.—Renew defective ties on main track of bridge No. 21.

Bridges 33 and 34. Reinforce and extend full width for double track.

Bridge 44. Repair stonework at foot of north strut on east side.

Rebuild or reinforce arches Nos. 39, 51, 52, 57, 84 and 85.

Flemington Branch.

This branch extends from Flemington Junction to Flemington, a distance of eleven and five-tenths miles. It is single track, laid with sixty-pound rail, with the exception of three-quarters of a mile, which is seventy. It is ballasted with cinders and gravel. The roadbed has been much improved since last inspection, and is in safe condition for the traffic. Recommendations of last inspection have been complied with.

Recommendations.—That not less than three hundred ties to the mile be placed in main track before October 1st, this year.

Bridges.—The south abutmentof No. 15 has been rebuilt in accordance with recommendation made last year. No. 7 has been renewed as an I beam bridge. Ties are poor on No. 5. Otherwise the bridges are in good condition.

Recommendation.—Renew defective ties on bridge No. 5.

Amboy Division—Main Line.

This road extends from Camden to South Amboy, a distance of sixty-one and two-tenths miles. It is double track from Camden to Bordentown, with the exception of a short distance through Burlington; single track from Bordentown to Old Bridge; double track from Old Bridge to South Amboy. It is ballasted with gravel and cinders in good quantity. The track is laid with eighty-five-pound rail. Sufficient tie renewals have been made and other work done pertaining thereto to keep the track in safe condition.

Recommendations.—That all low switch stands that are not connected with distance signals or in yards where trains reduce speed, be replaced with stands not less than five feet above the rail;

That a target be placed on all of the spindle stands in connection with the lamp now in use, this to apply to all lines on this division.

Bridges.—South end of Bridge No. 25 has been rebuilt and all guard rail ends have been protected with beveled blocks, thus complying with the recommendations. Material has been ordered for thoroughly repairing Bridge No. 1. This is to be done this year. No. 11, a small pile trestle has been replaced with a concrete slab floor. No. 19, a long pile trestle on curve, has been built on new location as a deck plate girder bridge with solid concrete deck and with concrete piers and abutments. A cast-iron pipe has been placed in culvert south of Windsor and culvert filled. No. 27 has been rebuilt as a deck plate girder with stone abutments. It has a ballasted floor carried on a solid deck of creosoted timber. The timber trestle at No. 35 has been replaced with a through plate girder on stone abutments and solid floor. Bridge 38 has been taken down. A new bridge, No. 39, has been built on connection to N. Y. & L. B. R. R. It is a remodeled through plate girder bridge in two spans with concrete abutments and timber bents in center. Bridges are all maintained in good condition.

Burlington Branch.

This branch extends from Mount Holly to East Burlington, a distance of seven and three-tenths miles. It is single track. It is ballasted with gravel and cinders. Sixty per cent. of the track is laid with sixty-pound rail, the balance with seventy. There are three trains running over this branch each week. Sufficient tie renewals have been made and other work pertaining thereto has been done to keep the track in safe condition for the traffic. The maximum speed is thirty miles per hour.

Bridges.—Bridges are maintained in fair to good condition. No. 2 has not yet had the recommendation for tie renewals carried out; but these, together with general timber renewals, are to be made this year.

Kinkora Branch.

This branch extends from Kinkora to Lewiston, a distance of ten and seven-tenths miles. It is single track, ballasted with cinders. It is laid with two miles of eighty-five-pound, eight miles of seventy-pound, and the balance with sixty-pound rail. The maximum speed on which trains are operated over this branch is thirty miles per hour, which should be strictly complied with. Under these conditions, the road is safe for the traffic.

Recommendations.—That immediate attention be given to tie renewals on the curve just east of Kinkora Station; that trains are not to exceed the speed as shown on time table, viz., thirty and twenty miles per hour.

Bridges.—The work of replacing the small wooden bridges with pipe has continued; Nos. 5 and 7 having been thus replaced since last inspection. There remain but two short pile trestles and a stone arch on this branch, all of which are in good condition. The recommendation for protection of guard rail ends has been complied with.

Bordentown Branch.

This branch extends from Bordentown to Trenton, a distance of six and one-tenth miles, and is single track. The track is laid with eighty-five-pound rails, ballasted with gravel and cinders, and is in good condition.

Sufficient tie renewals have been made, and other work pertaining thereto has been done to keep the track in good condition.

Bridges.—The recommendation for guard rail protections has been complied with.

Bridges are all maintained in good condition.

Jamesburg Branch.

This branch extends from Jamesburg to Monmouth Junction, a distance of six miles. It is double track, ballasted with gravel and cinders in good quantity. It is laid with eighty-five-pound rail. Sufficient tie renewals have been made and other work pertaining thereto has been done to keep the track in good condition.

Bridges.—The one bridge on this branch, a deck plate girder in timber trestle, is being replaced with a reinforced concrete bridge with slab floor.

Freehold and Jamesburg Branch.

This branch extends from Jamesburg to Sea Girt, a distance of twenty-seven and five-tenths miles. It is single track, ballasted with cinders in good quantity, laid with eighty-five-pound rail. It is in good condition.

Bridges.—Bridges are all in good condition except the deck on No. 2, a timber trestle, which contains considerable poor timber. Recommendations made last year have all been carried out.

Recommendation.—Repair deck on Bridge No. 2.

Camden and Burlington County Branch.

This road extends from Pavonia to Pemberton, a distance of twenty-two and five-tenths miles. It is single track. It is ballasted with gravel and cinders in good quantity. The track is laid with eighty-five-pound rail, with the exception of between Birmingham and pemberton, which is sixty-pound. Seventy tons of eighty-five-pound rail have replaced eighty tons of the sixty since last inspection. Sufficient tie renewals and other work pertaining thereto has been done to keep the track in safe condition.

Recommendations.—That all low switch stands that are not connected with distance signals or in yards where trains reduce speed be replaced with stands not less than five feet high.

Bridges.—Recommendation made last year has been carried out and bridges are all in good condition.

No. 2½ is being retied.

Medford Branch.

This branch extends from Medford Junction to Medford, a distance of six and one-tenth miles. It is ballasted with gravel and sand, laid with seventy-pound rail; is in fair condition, and safe for the traffic. The maximum speed is thirty miles per hour.

Bridges.—Bridge No. 3, for which new ties were recommended last year, has been replaced with a 48" cast-iron pipe and filled. Some poor stringers were noted in Bridge No. 6. They should be removed or an additional stringer added, reinforcing the poor ones.

Recommendation.—Renew or reinforce defective stringers on Bridge No. 6.

Vincentown Branch.

This branch extends from Ewingsville to Vincentown, a distance of two and eight-tenths miles. It is single track, laid with sixty-pound rail, ballasted with sand and cinders. It is in fair condition and safe for the traffic and speed, viz., thirty miles per hour.

Bridges.—There are no bridges on this branch.

PHILADELPHIA AND LONG BRANCH RAILROAD.

This road extends from Pemberton Junction to Bay Head, a distance of forty-six and one-tenth miles. It is single track, ballasted with gravel and cinders in good quantity. The track is laid with seven miles of seventy-pound rail, the balance with eighty-five. Sufficient tie renewals have been made to meet the requirements and keep the track in safe condition for the traffic. While trains are coming to a stop before passing the signals at

Waretown Junction, the signals have not been moved back, as recommended.

Recommendations.—That the balance of the track be put in the same good condition as that between Island Heights Junction and Bay Head.

That the signals at Waretown Junction be moved back to a distance of 250 feet from crossing.

Bridges.—Bridges are maintained in safe condition. Special reports have been made from time to time and recommendations made which have been complied with. Some poor caps and ties were noted in No. 13. The last detailed inspection of this bridge, made December 16th, 1910, shows that 216 new 10″x16″ stringers have been put in since the general inspection of 1910, and that repairs to bracing and caps were under way. There remain 236 old 8″x16″ stringers, which should be replaced this year to complete the stringer renewals for the entire bridge. Defective caps and ties should be renewed at the same time. A steel through-plate girder draw, remodeled, is to replace the present wooden Howe truss draw this fall. Bridge No. 6, a timber trestle, has been replaced with a deck-plate girder on stone abutments. No. 17, a pile trestle, has had pipe substituted and is now filled.

Recommendations.—Complete substitution of 10″x16″ stringers for old 8″x16″ stringers on bridge No. 13, and renew defective caps and ties.

Island Heights Branch.

This branch extends from Island Heights Junction to Island Heights, a distance of one and two-tenths miles. It is single track, ballasted with gravel, and in good, safe condition for the traffic. Track laid with seventy-pound rail.

Bridges.—The work of overhauling and repairing the trestle over Toms river is almost completed. New ties have been put on, as recommended, and old bents removed. Nearly 900 old piles have been drawn. An entire new deck has been placed on the draw span, and the bridge is now in good condition.

PHILADELPHIA AND BEACH HAVEN RAILROAD.

This road extends from Manahawkin to Beach Haven, a distance of twelve miles, is single track, ballasted with gravel and cinders. Quite a large amount of cinders has been placed under track since last inspection. The road is laid with sixty-pound rail. The storm of the past week has put the track out of line in several places. Other than this the track has been well maintained. A force of men are at work and will have the track in normal condition within the next two weeks. Trains are being run at reduced speed.

Bridges.—Considerable work has been done on the bridges on this line, in accordance with the recommendations made from general and detailed inspections made during 1910. All are pile-trestle bridges.

Inside guard rails with protected points are now in place on all of them over thirty feet in length.

Nos. 7 and 8 have been filled.

No. 2, 4,857 feet long, having 390 spans, has been partly rebuilt; 24 new stringers, 10″x16″, 25′ long, have been spotted in, and in 57 bays old 8″x16″ stringers have been used to reinforce the present double 8″x16″ stringers between bents Nos. 1 and 256, from the west end. Eastward from bent 256 to the end, at bent 391, the bridge is entirely new and standard with two 10″x16″ stringers per rail and 8″x10″ ties spaced 16″ on centers, thus placing 271 new 10″x16″ stringers, 25′ long, and fully carrying out all the recommendations. The pile bents have also received attention, being maintained in good condition. It will thus be seen that a little more than one-third of this bridge is new. The remaining two-thirds should be renewed in the same manner as the third already done, doing half before the summer traffic of 1912 begins and the remainder before the summer traffic of 1913.

The old stringers should continue to be reinforced where necessary with the best of the old material available until all are renewed.

On Bridge No. 5 ties have been respaced standard and all necessary renewals made. It is now in good condition.

Both approach spans to No. 6 have been rebuilt standard. The old draw span is in poor condition, as previously reported, but new timber is all at the site for its entire rebuilding, which is to be done this fall.

The remaining bridges are all in good condition, all the recommendations having been carried out.

Recommendations.—Rebuild one-half of the remaining old part of No. 2, standard, before the summer season of 1912, and the remainder before the summer season of 1913. Continue to reinforce the remaining old stringers where necessary with the best of the old ones removed.

PHILADELPHIA AND READING RAILROAD.

Main Line.

This road extends in New Jersey from Delaware river to Bound Brook Junction, a distance of twenty-one miles. It is double track, ballasted with stone laid with one-hundred-pound rail for thirty miles, the balance ninety-pound. Fifteen miles of one-hundred-pound laid since last inspection. Everything has been done in the way of maintenance to keep the track in good condition.

Bridges.—Work of replacing bridge No. 29 across the Delaware river is well under way. The new bridge will be a series of reinforced concrete arches and will replace the old iron truss spans now in service.

The wooden decks on several of the bridges are not maintained in as good condition as they should be on this high speed line. On Bridge 62, noted for tie renewals in 1910, a few repairs have been made, but in insufficient quantity. This bridge is therefore included in those noted for tie renewals this year. No. 41, at Glenmoore, is still shored up. Ties and guards on it are poor. Nos. 47 and 60 also contain poor ties. Otherwise the bridges are in good condition.

Recommendations.—Renew defective ties and guard timbers on bridges Nos. 41, 47, 60 and 62.

Trenton Branch.

This branch extends from Trenton to Trenton Junction, a distance of three and seven-tenths miles. It is single track, ballasted with cinders laid with eighty-pound rail. Sufficient tie renewals have been made and other work done pertaining thereto to keep the track in good, safe condition.

Bridges.—This branch contains no bridges.

Port Reading Branch.

This branch extends from Port Reading Junction to Port Reading, a distance of twenty-one miles. It is single track laid with eighty-pound rail, ballasted with cinders. It is used for freight traffic only. Sufficient tie renewals have been made and other work done pertaining thereto to keep the track in good, safe condition for the traffic.

Bridges.—Bridges are in fair to good condition. On five of them, Nos. 15, 20, 22, 27 and 28, ties are poor and should have renewals made. Masonry is in all cases well pointed and bridge seats are reasonably clean. The wedges under outer rail on small culvert in Woodbridge Cut are poor and should be renewed.

Recommendations.—Renew defective ties on Bridges 15, 20, 22, 27 and 28; also renew wedges on small culvert in Woodbridge Cut.

RAHWAY VALLEY RAILROAD.

This road extends from Summit to Aldene, a distance of eight miles. It is single track. The road is laid for two and one-half miles with sixty-pound rail, and five and one-half miles with seventy-pound. The track is in fair line and surface, with the exception of between Summit and the first bridge south, where it is poor, and should be looked after as early as possible. The side cut between these points is also bad, stones rolling up against and over the rails. The track at water tank, and for fifty feet each side is down in the mud. This should be ballasted with stones which are on the ground, which would make good drainage and also keep the track in good condition. The

track is in safe condition for the speed, as shown on time table, and the traffic.

Recommendations.—That not less than two thousand ties be placed in the main track before September 1st this year;

That the entire road be put in good line and surface, so that it is as good as that part between Union and Kenilworth;

That the ditches in side cut east of Summit be cleaned, and in such a manner that stones will not roll down on roadbed;

That the track be raised out of the mud at tank at Summit, and for fifty feet each side;

That a sanitary toilet be installed at Summit Station.

Bridges.—Bridges are all in fair to good condition except the trestle approach to the Rahway River bridge, the track on which is out of line and surface. The inside guard rails have not been extended across this trestle as recommended, but speed is limited to 15 miles per hour across it, which is safe.

Recommendations.—Reline and resurface track on trestle approach to Rahway river bridge.

RARITAN RIVER RAILROAD.

This road extends from New Brunswick to South Amboy, a distance of twelve and three-tenths miles. Two hundred tons of eighty-pound rail have been laid since last inspection, one hundred tons now on ground. When this is laid, the entire main line will be practically laid with eighty-pound rail. That part of the road between New Brunswick and South River had extensive tie renewals last year, and is in good line and surface.

Between South River and South Amboy, the track is in fair condition, but ties are now being distributed to the number of thirty-five hundred. When they are placed in track, the whole road will be in good condition. Four thousand tie plates have been ordered and will be placed under the rail on the sharpest curves.

Bridges.—The bridges on this line are all in good condition. At South River, the wooden trestle approach to the drawbridge has been replaced with three steel deck plate girder spans resting on concrete piers. Concrete abutments have been built at each

end. Guard rails have been extended across draw as recommended.

TUCKERTON RAILROAD.

This road extends from Tuckerton to Whitings, a distance of twenty-nine miles. It is single track, laid with one and one-half miles of eighty-five-pound rail, five and one-half miles of eighty-pound rail, and the balance with sixty-pound rail. It is ballasted with gravel and cinders in good quantity. The track is in good condition. Four hundred tons of eighty-pound rail have been laid since the last inspection. Everything has been done in the way of maintenance to meet the requirements.

Recommendations.—That derail be placed in all switches, where, if brakes were released, cars would run out on main track.

Bridges.—The recommendations made last year concerning bridges have been carried out and the condition of the bridges is constantly being improved. The bridge at West Creek Station is still maintained in timber but kept safe for the traffic. This and the one over Davenport's Brook could be replaced with pipe when renewals become necessary. Stringers at Bamber are getting soft. At Lochiel and North Branch of Forked River, a single 12″x12″ timber is used as stringers on spans of 7′ 6″ and 8′ respectively. Another 12″x12″ yellow pine timber should be added under each rail at each of these places. Inside guard rails should be placed on bridge at Manahawkin.

Recommendations.—Renew defective stringers on bridge at Bamber.

Place additional 12″x12″ yellow pine stringer under each rail where single ones now exist on bridges at Lochiel and North Branch of Forked River.

Place inside guard-rails on bridge at Manahawkin.

WEST JERSEY AND SEASHORE RAILROAD.

Atlantic City Division—Main Line.

This Division extends from Camden to Atlantic City, including the Van Hook Street cut-off in Camden, a total distance of

sixty-one and one-tenth miles. It is double track, laid with one-hundred-pound rail, ballasted with stone, and is in first-class condition.

Recommendations.—That high switch stands be substituted for all low switch stands on all divisions and branches where trains run against the points, or where switch stands are not connected with distance signals or where trains reduce speed through yards.

That targets be placed on all spindle stands in connection with the lamps now in use; this not to include interlocking switches.

Bridges.—Renewals have been made wherever required, and bridges are all in good condition.

No. 107 is reinforced with a timber bent. A detailed report will later be made on this bridge.

Chelsea Branch.

Bridges.—The two small pile trestles on this branch are in good condition.

Medford Branch.

This branch extends from East Haddonfield Junction to Medford, a distance of eleven and nine-tenths miles. It is single track, laid with sixty-pound rail, and ballasted with gravel and cinders.

Sufficient tie renewals have been made, and other work pertaining thereto has been done to keep the track in safe condition for the traffic and maximum speed, viz., forty miles per hour.

Bridges.—Bridge No. 115 has been repaired, making it safe for the traffic until it is rebuilt as a concrete arch. No. 116 has been replaced with cast-iron pipe. There are two other small timber bridges on this branch, both of which are in good condition.

Cape May Division—Main Line.

This division extends from Camden to Cape May, a distance of eighty-two and four-tenths miles. It is double track from Camden to Newfield; single track from Newfield to Mount Pleasant; double track from Mount Pleasant to Sea Isle Junction;

single track from Sea Isle Junction to Cape May. It is laid with one-hundred-pound rail, ballasted with cinders and gravel, and is in good condition.

Bridges.—Bridge 14 has been replaced with a double line of 60″ cast-iron pipe. The pipe is in place under the track and filling is partly done. Four end lengths of pipe are at the site to complete the work. Nos. 12 and 13 are to have bulkheads repaired and the latter is also to have new bents.

Repairs and renewals are made sufficient to maintain the bridges in good condition.

Penns Grove Branch.

This branch extends from Woodbury to Penns Grove, a distance of twenty-one and seven-tenths miles. It is single track, laid with eighty-five, seventy, sixty and fifty-six-pound rail. All the sixty and fifty-six-pound rail will be replaced with new eighty-five-pound within the next sixty days. It is ballasted with gravel and cinders.

Sufficient tie renewals have been made and other work pertaining thereto has been done to keep the track in safe condition for the traffic.

Bridges.—Repairs recommended at Bridge 207, over Raccoon Creek with draw, have been made. Ties are in fair condition, but remain at old standard spacing. They are to be spaced to new standard when deck is renewed. The speed over all drawbridges is restricted to six miles per hour. All bridges are maintained in safe condition for the traffic.

Salem Branch.

This branch extends from Woodbury to Salem, a distance of twenty-eight and seven-tenths miles. It is single track, laid with eighty-five-pound rail, eighteen miles of which has been laid since last inspection, replacing all the light rail. It is ballasted with gravel and cinders. It has been well maintained and is in good condition.

Bridges.—Bridge 22, a timber trestle, is being replaced with a 30′ concrete arch. This work should be completed in July.

No. 24, another trestle, has been replaced with a deck plate girder on concrete abutments and trestle filled.

The remaining bridges are in good condition.

Quinton Branch.

This branch extends from Alloway Junction to Quinton, a distance of four and three-tenths miles. It is single track, laid with seventy and sixty-pound rail, ballasted with gravel and cinders.

Sufficient tie renewals have been made, and other work pertaining thereto has been done to keep the track in safe condition for the traffic.

Bridges.—There are two timber trestles on this branch, both in good condition.

Elmer Branch.

This branch extends from Riddleton Junction to Elmer, a distance of ten and three-tenths miles. It is single track, laid with seventy-pound rail, five miles of which has been laid since last inspection, replacing the sixty-pound rail. It is ballasted with cinders and gravel. It has been well maintained and in safe condition for the traffic.

Bridges.—Bridge No. 30½, the only one on this branch, has been rebuilt with I beams on concrete abutments.

Bridgeton Branch.

This branch extends from Glassboro to Bridgeton, a distance of twenty-eight and eight-tenths miles. It is single track, laid with sixty-pound rail and ballasted with cinders and gravel.

Sufficient tie renewals have been made, and other work pertaining thereto has been done to keep the track in good condition.

Bridges.—Bridges on this line are all in good condition. Cast-iron pipe has been substituted for No. 32. Nos. 34 and 37 have been rebuilt as steel bridges on timber abutments. The former with I beams and the latter with a deck-plate girder.

Maurice River Branch.

This branch extends from Manumuskin to Maurice River, a distance of nine and eight-tenths miles. It is single track, laid with eighty-five-pound rail, ballasted with sand, gravel and cinders.

Sufficient tie renewals have been made and other work pertaining thereto has been done to keep the track in safe condition for the traffic.

Bridges.—No. 44 has been replaced with cast-iron pipe. But two small pile trestles remain on this branch, and they are both in good condition.

Ocean City Branch.

This branch extends from Sea Isle Junction to Ocean City, a distance of sixteen and four-tenths miles. It is single track, laid with sixty, seventy and eighty-five-pound rail, ballasted with cinders and gravel.

Sufficient tie renewals have been made and other work pertaining thereto has been done to keep the track in safe condition for the traffic.

Bridges.—Renewals are made in sufficient quantity to maintain bridges in good condition. No. 49 has had new stringers and guards north of the draw, and ties spaced standard. No. 50 is to have new stringers this fall. No. 51 has had new bents driven where necessary; repairs are to be compleeted this year.

Stone Harbor Branch.

This branch extends from Sea Isle City to Stone Harbor, a distance of eight miles. It is single track, laid with sixty-pound rail, with the exception of the bridge and trestle at Townsend's Inlet, which is laid with seventy-pound rail. It is ballasted with cinders and sand.

From Sea Isle City to Townsend's Inlet the track is fair to good; from Townsend's Inlet to Stone Harbor, only fair and reasonably safe for the rate of speed that trains are run over it. It is out of line and surface, which can and should be remedied soon.

Recommendations.—That tie renewals be made and the track be put in as good line and surface as conditions will allow within the next thirty days, and that the schedule time be not exceeded until this is done.

Bridges.—The only bridge on this branch is the trestle over Townsend's Inlet. New 8″x16″ creosoted stringers are on hand for making renewals. Work of placing them is to begin June 12th. New ties have been spotted in where necessary. Renewals are sufficient to maintain this bridge in safe condition for the light equipment in use.

Wildwood Branch.

This branch extends from Wildwood Junction to Wildwood, a distance of seven and six-tenths miles. It is single track, laid with eighty-five and one-hundred-pound rail, and ballasted with gravel and cinders, and is in good condition.

Bridges.—Bridges are all maintained in good condition. Speed is limited to six miles per hour over Grassy Sound drawbridge.

Newfield Branch.

This branch extends from Newfield to Atlantic City, a distance of thirty-four and seven-tenths miles. It is double track, third rail, and ballasted with gravel and cinders. Both electric and steam trains are operated over this line. The track is in first-class condition.

Bridges.—Bridges are all maintained in good condition.

WEST SHORE RAILROAD.

This road extends in New Jersey from Weehawken to Tappan, a distance of nineteen miles. It is double track. That part through the tunnel and four of the main line is laid with one-hundred-pound rail, the balance with eighty. Six miles of one-hundred-pound now on ground to replace the eighty. The track is ballasted with stone. A brick engine house has been erected at New Durham with thirty-two stalls, also an eighty-five foot turntable. Contract has been awarded and work commenced on the ventilation of the Weehawken tunnel.

Sufficient tie renewals have been made and other work done to keep the track in good condition.

Recommendations.—That all spikes be driven home.

Bridges.—Bridges on this line are in good condition except No. 8. Renewals are being made on this bridge sufficient to carry it till 1912, when extensive repairs are contemplated. The smaller openings are all concrete structures.

NEW JERSEY JUNCTION RAILROAD.

This road extends from Weehawken to Jersey City a distance of four miles. It is double track, laid with eighty-pound rail, ballasted with gravel and cinders.

Sufficient tie renewals have been made and other work done to keep the track in safe condition.

Bridges.—Bridges are in fair to good condition. A new girder has been placed in No. 4, replacing the one damaged by fire. The north abutment of this bridge is cracked but is temporarily reinforced by a timber bent.

WHARTON AND NORTHERN RAILROAD.

This road extends from Wharton to Green Pond Junction, from Wharton Junction to a connection with the New Jersey Central Railroad, and from Oreland Junction to Oreland—a total distance of twenty-one miles. The track is laid three miles of eighty-pound rail, three and one-half of eighty-five pound, one mile of ninety-pound and the balance with sixty-pound—a great deal of the sixty-pound is badly worn and should be replaced with heavier rail. The track has come out of the winter with a large number of unsound ties. There is still considerable ballast required to fill in between ties. The track between Denmark and Green Pond Junction is in fair condition, between Denmark and Wharton it is out of line and surface, a great many rails badly worn and a large percentage of unsound ties.

Recommendations.—That one hundred tons of eighty-five-pound rail be placed in track, taking the place of the badly worn sixty;

That not less than ten thousand ties be placed in main track and branches;

That all open places in track where the ballast does not reach to half the depth of the ties be filled in;

That the ties and rail be placed in track before September first this year;

That the track between Denmark and Wharton be given immediate attention;

That the maximum rate of speed for passenger trains be thirty, and freight trains, eighteen miles per hour.

Bridges.—The bridge over the Port Oram Railroad in Wharton is a through plate girder structure of two spans, with ties resting on shelf angles. In accordance with recommendations, because of poor condition of ties and uneven grade at this point, plans have been approved for a steel floor built to new grade and having standard ties, to replace the present floor. Material has been delivered at site and work is to be started on the bridge in a few days. Inside guard rails across this and the bridge over the Central Railroad are partly laid. They will be completed when the floor is placed on the Port Oram bridge.

Bracing has been completed on the Rockaway river bridge on the Morris county branch.

The Rockaway river bridge in Wharton has a new deck with guard timbers and guard rails as recommended.

The remaining bridges are in fair to good condition.

Inspection of Electric Railways.

The following is from inspectors' reports of inspections of electric railways. The electric line of the West Jersey and Seashore Railroad is among the reports on the steam division of this company.

ATLANTIC COAST ELECTRIC RAILWAY.

Sea Girt Line.

On August 14th inspection was made of the Sea Girt Line of the Atlantic Coast Electric Railway from Spring Lake to Sea Girt. Particular attention was paid to the second pole north of Belmar Boulevard and Third Avenue, Sea Girt. This pole is not entirely sound, but is safe at the present time. The following poles were found in bad condition, and should be replaced as soon as possible:

On Fourth Avenue, Spring Lake—5 poles between Pitney and Worthington avenues;

One pole near St. George Avenue;

One on the corner of Brighton Avenue, and two just before crossing the bridge to Sea Girt.

In Sea Girt—The second and third poles south of Chicago boulevard;

The first south of Baltimore boulevard;

The second north of Philadelphia boulevard;

The first south of Philadelphia boulevard, and the second east of Fifth avenue and the Boston boulevard, a total of fifteen poles.

On the second pole north of the Philadelphia boulevard a 2400-volt electric light circuit is attached to two brackets, one of which is nearly pulled off the pole. The trolley wires cross the street, and are attached to brackets on the trolley pole opposite, in such a way that the strain tends to pull the bracket away from the pole. This should be changed so that if the brackets should give way, the wires would be caught by the pole instead of falling to the street.

Standard rules of the National Electric Light Association regarding pole line construction require that all wires, except taps and service wires be supported by cross arms, and this rule should be carried out in this case, the brackets being removed and suitable cross arms inserted to replace them.

On the first pole south of Belmar boulevard is a dismantled lightning arrester with a ground wire running down the side of the pole. This is apparently still connected to the line, and there is a possibility of leakage in wet weather. This should either be put in operating condition or entirely removed.

On the second pole south of Chicago boulevard is an open switch, apparently still connected to the line wire. This was put in to light a five-light cluster in a waiting shed at the corner, but is not used at the present time. This switch should be enclosed in a box not accessible to the public, or should be removed entirely.

On the corner of Boston boulevard and Third avenue is a five-light cluster operated from a switch on the pole. This switch is enclosed in a box, but the box can be opened by any passer-by. It should be so arranged that it is not accessible to the public.

At several points the feeder is crossed with span wires or guy wires to other poles, the worst point being just south of the Shark River at Belmar. This should be changed so that the feeder is not in contact with any wire, unless protected by wooden or fibre moulding and tightly bound to the wire.

In Sea Girt there are three insulators having one plate broken. These should be replaced by new insulators.

ATLANTIC AND SUBURBAN RAILWAY COMPANY.

This is a single-track line, with turnouts, running from Florida avenue and Boardwalk, Atlantic City, to Pleasantville; thence to Somers Point on the south and Absecon on the north. It is operated throughout the year. Extensive improvements have lately been made, and the road is in good condition.

Track and Roadway:

Single track:

5.25 miles from Atlantic City to Pleasantville, one turnout;
From Pleasantville to Absecon, 3 miles, one turnout;
From Pleasantville to Somers Point, 7.25 miles, ten turnouts.

Double track:
500 feet in Pleasantville.
Private right of way, 6½ miles.
2,628.8 feet 9" girder rail in Atlantic City, laid on concrete.
Remainder of track, 70 lb. "T". Length, 33 feet.
Bonds, cable type leaf bond, two loops.
Joints, standard four-bolt. Ties, chestnut.
Switches, spring.
Block signals, U. S.

Bridges and Structures:

East approach to Atlantic City Drawbridge,	260 ft.
West approach to Atlantic City Drawbridge,	295 ft.
Draw span, Atlantic City Drawbridge,	104 ft.
(a) Short timber bridge on meadows,	24 ft.
(b) Short timber bridge on meadows,	15 ft.
(c) Short timber bridge on meadows,	25 ft.
(d) Short timber bridge on meadows,	22 ft.
(e) Short timber bridge on meadows,	28 ft.
(f) Short timber bridge on meadows,	25 ft.
(g) Short timber bridge on meadows,	24 ft.
(h) Fish Creek bridge on meadows,	524 ft.
South approach, W. J. S. R. R. Bridge, Pleasantville,	206 ft.
North approach, W. J. S. R. R. Bridge, Pleasantville,	164 ft.
Reinforced truss span, W. J. S. R. R. Bridge, Pleasantville,	108 ft.
Plate girder span, W. J. S. R. R. Bridge, Pleasantville,	42 ft.
South approach, Atlantic City R. R. Bridge,	152 ft.
North approach, Atlantic City R. R. Bridge,	183 ft.
Plate girder span, Atlantic City R. R. Bridge,	83 ft.

Buildings:

Power plant engine room,	73 x 48 ft.
Power plant boiler room,	73 x 35 ft.
Car barn and shop,	180 x 70 ft.
Office and station building,	50 x 18 ft.
Oil house,	12 x 14 ft.
Tool house,	10 x 16 ft.
Absecon station,	8 x 16 ft.

Overhead Construction:
10.25 miles span construction; 5.25 bracket construction.
Poles: 30-ft., 7 x 10 chestnut; in Atlantic City 50 iron poles.
Feeders: 60,720 feet of 800,000 c. m. aluminum; 47,520 feet of 4-0 copper.
Signal wire, 15.50 miles.
Trolley wire, 4-0 copper.

Power:
Company makes own power, 550 volts on line.
No recommendations at present time.

ATLANTIC COAST ELECTRIC COMPANY.

Referring to the recommendation approved by this Board under date of October 9th, that temporary bents be placed under Howe truss span on the line of the Atlantic Coast Electric Com-

pany over the New York and Long Branch Railroad tracks south of Elberon, and that the temporary bent which had already been placed by recommendation under the highway bridge at Elberon, be replaced by supports of more suitable design; an inspection has been made and it is found that the recommendations have been carried out in a satisfactory and workmanlike manner.

POINT PLEASANT TRACTION COMPANY.

The Point Pleasant Traction Company is a 3½ mile single-track line with three turnouts connecting Point Pleasant Station with Bay Head. A single-track spur, one-half mile in length, runs to Clark's Landing. As the community through which this line runs is essentially a summer colony, the road is operated for only four months in the year.

Way and Structures.—There are no bridges on this line.

Track and Roadway.—The track through the streets of Point Pleasant and down to the beach front is 65-pound girder rail, the balance being 60-pound "T" rail where open construction is used. Bonds are of cable type. The alignment is fair, and some little work is being done on the track each year—realigning and placing of cinder ballast on the portion running along the beach front; 1,500 new ties were put in this year. There is one railroad crossing that is not protected, except by a local rule, "That cars shall stop before coming to the crossing, and shall be preceded by the conductor."

It is recommended that a derail switch be installed in the trolley track on each side of the steam railroad.

The sheet-iron trough over the trolley wire at this crossing is in a very dilapidated condition, due in some measure to the exhaust from the locomotives passing under the guard. It is recommended that a type of guard be installed with a heavy wire mesh directly over the center line of each track, to allow the exhaust to pass through with little resistance.

Equipment.—There are 6 cars operated on this line, 5 open and 1 closed. They are all single truck, 40-passenger cars, equipped with hand-brake and single incandescent headlights. They are not equipped with either sanding apparatus or fenders.

Power.—The power is supplied by the Point Pleasant Electric Light and Power Company—500 volt.

Recommendations.—That derail switch be placed in the trolley track on each side of the steam railroad, and at least one hundred feet from the outside rail of railroad, and that the operating mechanism be placed in the center between the tracks of the steam railroad;

That a trolley guard or trough be installed over the wires at the crossing, having the portion directly over the center line of the steam tracks composed of heavy wire mesh, in order that little resistance will be offered to the exhaust of the steam locomotives which pass under this guard.

CAPE MAY, DELAWARE BAY AND SEWELL'S POINT RAILROAD.

Report of Physical Condition.—The railways in Cape May are composed of Cape May, Delaware Bay and Sewell's Point Railroad Company and the Ocean Street Passenger Railway Company. The original line was from Cape May Point to Sewell's Point. This was taken over by the Philadelphia and Reading Railroad in 1901, a line being built from Cape May Pier to the Reading Railroad Station in 1903, and in 1905 was extended to Schellinger's Landing.

Way and Structures.—There is a trestle 1,450′ long, standard construction, and in good condition west of Cape May Pier. This was built in 1910.

Track and Roadway.—The track is in good condition, standard steam road construction, 70-pound "T" rails, well ballasted with cinders. East of Cape May the track is ballasted with cinders and gravel, and where the line runs along the beach, the slope is rip-rapped with concrete blocks. These tracks are on private right of way, and are also used by a shifting engine weighing 61,600 pounds. This line is double tracked, its length being 6.9 miles. Power station at Cape May City; repair shops at Cape May Point. Second track 2.94, sidings 1.59, total 10.82 miles.

Equipment.—

Electric locomotive, Reading No. 1,	24 tons
Car No. 1,	14 tons
Car No. 2,	14 tons
Car No. 3,	16 tons
Car No. 4,	16 tons
Car No. 5,	16 tons
Car No. 6,	13 tons
Car No. 7,	13 tons
Car No. 8,	13 tons
Car No. 9,	13 tons
Car No. 10,	14 tons

Power.—Power station at Cape May City.

OCEAN STREET PASSENGER RAILWAY COMPANY.

Way and Structures.—There are no bridges on this line.

Track and Roadway.—This line runs through the streets of Cape May and 85-pound tram rail is used. This is in fairly good line and surface. Overhead trolley construction is used on all lines. There is one turnout on this line, the total length from Cape May Pier to Schellinger's Landing being 1.5 miles.

Equipment.—The rolling stock consists of two pressed steel cars, weighing approximately fifteen tons. Fenders are used on these cars.

Power.—Power is obtained from and repairs made by the Cape May, Delaware Bay and Sewell's Point Railroad.

No recommendations are necessary at this time.

FIVE-MILE BEACH ELECTRIC RAILWAY.

This line connects Anglesea, Wildwood, Holly Beach City and Wildwood Crest—all of the municipalities occupying Five-Mile Beach Island.

The track is constructed of sixty-pound T rail, laid on wooden ties, spaced 2 feet on centers, and is single track, with diamond turnouts, located so that one turnout can be seen from the next in either direction, thus facilitating the movement of cars without the need for a signal system of any kind. The line is absolutely level throughout its entire length of 5½ miles. There

are no bridges or trestles or other points of special danger along this line.

Overhead system consists of wooden poles, span system, No. 4/0 trolley wires. There is also a branch line in Rio Grande avenue, running as far west as the Thoroughfare. On this section of track is a grade crossing with the West Jersey and Sea Shore Railroad, properly protected by derails, which are operated by the conductor.

The car equipment consists of 16 cars, all single truck; 2 18-foot box cars which are operated in the winter time, and 14 10-bench cross-seat standard summer cars. All cars are equipped with two G.E., 54-A motors, mounted on Brill E-21 trucks. Wheels, 32¾" diameter, 3" tread. Cars are equipped with K-10 controllers. Blackistone fenders are used on all cars. Single trucks and hand brakes. No sand boxes are used, nor are any required, owing to the fact that the road is level and that the track never gets greasy, due to the condition of the soil. Cars have all been repainted or varnished since last season. Head lights are electric, incandescent.

Power is supplied from the plant of the West Jersey Electric Company. The power plant machinery, however, for supplying railway current, belongs to the railroad company and consists of one 100-kw. Crocker-Wheeler dynamo, designed for 575 volts. This machine is belted to a jack-shaft which supplies power for the electric light dynamos. There is also a 300-kw. Crocker-Wheeler generator, direct connected to a simple Buckeye engine.

There are no recommendations at this time with respect to operation or equipment.

JERSEY CENTRAL TRACTION COMPANY.

This is a single-track line, with sidings, running from Perth Amboy to Keyport and from Keyport to Atlantic Highlands and Highlands, with a branch to Red Bank and a branch to Matawan. There is also a section of track on the Matawan Spur, running to the south of the railroad for a distance of one-half mile. Passengers in either direction exchange by means of a continuation ticket, as no grade crossing is maintained.

South Amboy to Keyport—9.09 miles, 7 turnouts.
Keyport to Campbell's Junction—7.19 miles, 5 turnouts.
Campbell's Junction to Red Bank—4.97 miles, 3 turnouts.
Campbell's Junction to Highland Beach—6.65 miles, 5 turnouts.
Keyport to Matawan—1.72 miles, 1 turnout.

Rail:
"T". Weight—60 lbs. Girder—7 inches.
Ties—Chestnut.
Bonds—Double cable type, copper tinned terminal, soldered and compressed.
Switches—Hand-throw spring.
Joints—Standard 4 and 6-bolt.
Ballast—Cinder, gravel and broken stone.
Telephone dispatching from sidings.

Equipment:
2 Jackson Sharpe; 2 Stevenson.
Length—36.5 feet. Weight—11 tons.
Motors—2-57 G. E. Hp.—50.
Trucks—Brill 27 G-1. Controllers—K-11, K-12.
Gear ratio—17/67.
Fenders—Philadelphia rope.
Brakes—Brill hand, National air.
Sand—Air.
Lightning arresters—Garton Daniels.
Whistle—Air.
Headlights—Crouse-Hinds arc incandescent.
Rear markers—Adlake.
5 Brill semi-convertibles.
Length—38.5 ft. Weight—16 tons.
Motors—4 G. E. 67. Hp.—41.
Trucks—Brill 27-G. Controller—K-28.
8 Brill semi-convertibles.
Length—44.3 ft.
Motors—4 G. E. 80. Hp.—40.
Wheels—7/8 flange 3" tread.
Trucks—Brill 27-G.
1 Brill (closed).
Length—34 feet, side seats, single track, Brill 21-E, hand brakes.
Motors—2 G. E. 67.
4 Brill Narragansettes.
Length—35.3 ft., 12 bench.
Motors—G. E. 57. Hp.—50. Brakes—Air.
Trucks—Brill 27 G. Air whistle.
Sanding apparatus—Hand lever.
2 Laconia Car Company (open).
Length—43.1 ft., 15 bench.
Trucks—Laconia stripped
4 Brill (open).
Length—39 ft., 14 bench
Motors—4 G. E. 67. Hp.—40.
Lightning arresters—Garton Daniels
Trucks—27 G-1. Controller—K-28.
1 Bill Narragansette.
Length—41.5 ft., 15 bench.
Motors—4 G. E. 80. Trucks—Brill 27-G.
2 Southern Car Company (open).
Length—40.8 ft., 14 bench.
Motors—4-67 G. E., 4-80 G. E.
Trucks—Single Peckham 14 B.

4 Standard flat cars
Length—34 ft. Trucks—Double M. C. B.
Brake—Hand.
19 Jacobs.
7 yard side dump; automatic air brake.
1 work car, single cab.
Length—34 ft. Motors—4 G. E. 57.
Hp.—50. Trucks—Peckham 14 B-3.
Gear ratio—16/69. Brakes—Air-hand.
Controllers—K-14.
1 snow plow—box-car type.
Length, 34 ft. Motors—4 G. E. 57. Hp.—50.
Trucks—Peckham. Air brakes.
2 Russell snow plow noses, air operated.
Controller—K-14.
Lightning arresters—Garton Daniels
Air brakes—National
Wrecking car.
Length—32 ft. Motors—4 G. E. 67. Hp.—40.
Gear ratio—19/65. Trucks—Brill 27-G.
Brakes—Hand, Brill; air, National.
Box car for line work.
Weight—11 tons. Motors—1 No. 67.
Truck—Single. Controller—2 K-11.

Overhead Construction:
Span and bracket.
Trolley wire—3-0 capacity.
Feeders—500,000 4-0.

Power:
Sub-station a Red Bank—200 kws.
Sub-station, South Amboy—300 kws.
Sub-station, Stone Church (portable)—200 kws.
550 volts d. c. on line.
Main station at Union.
1-600, 1-500, 1-400, 1-200 kws.
4-240 hp. Sterling boilers.
2-400 hp. Erie City boilers. Cameron tank pump.
Transformers—6600-3300 75 kws.
Harrisburg Compound 600-300. Turbines—Westinghouse.

Machine Shop Equipment:
Lathe, wheel press, shaper, drill press, hammer.
10 hp. Westinghouse motor.

Carpenter Shop Equipment:
Combination rip and cut off saw, mortising lathe, drill wood press.

Paint Shop—In car barn, steam heated.

Recommendations:
That steel guard rails be installed on all trestles not already equipped with same, at such times as sufficient quantity of old rail on hand will permit.

NEW JERSEY AND HUDSON RIVER RAILWAY AND FERRY COMPANY.

During an inspection of the New Jersey and Hudson River Railway and Ferry Company, the line running from One Hundred and Thirtieth street ferry to Paterson, it was observed that

while the track in general was in good condition as to alignment and ballast, many tie renewals are needed. Specifically, 10 bridge ties at trestle bridge across Saddle river; 25 ties at a point approximately 500 feet west of No. 19 turnout, and between No. 20 turnout and No. 21 at least 150 tie renewals should be made. The railroad company has evidently been at work renewing ties on this line, but as work was suspended the day of the inspection, it might be well to ascertain whether more improvements are intended in the near future before an order is issued.

Recommendations.—Ten bridge ties on trestle bridge across Saddle river; 25 ties at a point approximately five hundred feet west of No. 19 turnout; between turnout No. 20 and turnout No. 21, at least 150 tie renewals.

NEW JERSEY RAPID TRANSIT COMPANY.

This is a single-track electric line with turnouts. Overhead trolley construction is used. The original road ran from Townsend's Inlet to the Continental Hotel, and was built in 1904. The line was continued from the Continental Hotel north to Corson's Inlet in 1906. Except where the line runs along the public streets, steam railroad construction is used.

The following is a report of physical features of track and roadway:

Length—7½ miles.
Sidings—Five.
Rail—70 lb. "T".
Ballast—Gravel from Townsend's Inlet to Continental Hotel. Cinder from Continental Hotel north to Corson's Inlet.
Rolling stock—Open cars (6) 22 ft. long, 40 seating capacity.
Weight—8 tons.
Trucks—Single.
Motors—Single.
Gear ratio—66/14.
Gongs—Foot gong and hand bell.
Headlight—Single, incandescent bulb.
Fenders—None.
Sand boxes—None.

Recommendations.—Cars are in poor condition, and should be repaired. Track north of Continental Hotel should be realigned and resurfaced.

Flat wheels should be turned down.

This work should be done before the 1st of June, 1912.

PUBLIC SERVICE RAILWAY COMPANY.

Palisade Line.

Inspection was made of this line and it was found that there are many tie renewals needed, spikes should be withdrawn in many cases and re-driven in solid wood, and although there is a quantity of good rock ballast on the road, it should be tamped under the ties. The bond protector which was originally used was of a very poor type. Sheets of steel one-sixteenth of an inch thick covered the head of the rail and naturally caused much pounding at the joint. These have been cut away so that they do not interfere. But in several cases they have simply been bent back, and as they are very stiff, are probably a menace.

There is also some brush which should be cleared out of the inside of the curve, about one thousand feet south of Coytesville. The railway company has a sixty-six-foot right of way through here, and would probably only need to clear off their own land, for although this is a single-track line, and is protected by United States block signals, the cars run at a high rate of speed, and it would be a safe protection.

There is also a bad hole in the passenger platform at Coytesville, caused by recent rains, which is very dangerous and should be filled. At the time that this is taken up it might be a good idea to inquire into the question of an increase of traffic facilities to Coytesville. There is a large Sunday traffic and an encampment of American Boy Scouts, whose daily visitors amount to from two to three hundred, and next year it is intended to make a national encampment at this point to hold five thousand Boy Scouts. Houses are also being bought and remodeled into quarters for Girl Scouts.

As the single track is only three-quarters of a mile long, and as the railroad company owns sufficient right of way, they might consider the double-tracking of this line.

Recommendations.—That two hundred and fifty tie renewals be made.

The joint protectors be cut off where they project above the rail head.

That, when necessary, spikes be drawn and re-driven in solid wood.

That brush be cut down on the inside of curve, approximately one thousand feet south of Coytesville.

That track be properly tamped.

That hole be filled in platform at Coytesville.

This work to be started immediately and finished before the first of the year.

RIVERSIDE TRACTION COMPANY.

This is a single-track line with turnouts, running from Riverton to Trenton.

Track:
Track: Single, 31.08.
Number of sidings: 20.
Private right of way: 4.79 miles.
Through Delanco, 6″ girder, new.
Through Bordentown, 9″ girder, new.
Through Beverly, 1 mile of 6″ girder, new.
Through Trenton, 6″ girder.
Remainder of line: 70 lb. T.
Ties: Oak and chestnut.
Tie rods: Every 10 feet on girder rail.
Bonds: Copper terminal type.
Cross bonds: 1-4-0 capacity, every 500 feet.
Switches: Spring.
Jack boxes to be used in conjunction with conductor's portable telephone every 1,000 feet.
Telephone dispatching used. Telephone box at each siding.
Joints: Standard, 4 and 6 bolt.

Equipment:
8 St. Louis vestibule compartment cars.
Length: 44 feet.
Weight: 25 tons.
Motors: 4 G. E. 80's.
Trucks: (6) St. Louis M. C. B. (2) Brill G. 27.
Cars: 3 Brill, 7 Stevenson.
Length: 44 feet. Weight: 25 tons.
Motors: 12 A 4's and 6 AA 1's.
Trucks: 3 sets G 27, 7 sets F 27.
Brakes: National air, Brill hand. Sanding device, thumb lever.
Fenders: Philadelphia, rope.
Heater: Smith water heater No. 2.
Air whistle: Hand cord.
Headlights: G. E. luminous arc.
Rear markers: Adlake No. 187.
Controllers: K-10 automotoneers Type J. C.
Retrievers: Knutson.

Work cars: 1 flat truck Brill 27 B, all single motors; 2 G. E. 1,000's.
Brake: Hand; National air.
Car: One closed single truck line car;
Trucks: 27 B.
Motors: 2 G. E. 1,000.
Car: 1 40-foot flat car, no motors.
Trucks: Brill 27 G.
One Brill plow; motors 2 G. E. 80's trucks.
Two sweepers; McGuire-Cummings motors;
2 G. E. 80's; trucks McGuire.
One Brill sprinkler; trucks Brill; 27 G.
Motors: 2 12 A. Westinghouse.

Structures:

Car barn at Riverside. Brick walls, corrugated iron roof, containing paint shop, carpenter shop, machine shop, steam sand drier, store room, blacksmith shop—20 x 20.
Car barn at Bordentown—40 x 120, wood. Two tracks, capacity 6 cars.
Office—12 x 12. Tool house—12 x 12.
This barn is used to store snow plows and sweepers, and also quarters for construction gang.

Line Work:

Overhead bracket construction through towns; span construction between towns.
Feeders: 1-500,000; 1-4-0.
Trolley wire: 4-0.

Power:

Power is leased from the Cinnaminson Electric Light Company on the south end of the line, and from the Bordentown Electric Light and Motor Company on the north end of the line.
550 volts d. c.

A great deal of construction work has been done within the last year, and is still going on, practically the entire road having been re-tied; trestles rebuilt and in some cases filled in; alignment changed; grades lowered; several miles of new rail and trolley wire have been installed.

No recommendation at the present time.

TRENTON AND MERCER COUNTY TRACTION CORPORATION.

Princeton Branch.

This is a single-track road, 12.45 miles long, overhead construction with 11 turnouts. The line runs along the public streets and highways and also over private right-of-way.

The following are the names of the sidings taken in order going north from Trenton, with the private right-of-way, and the type of rail in use on the various portions of the line:

NAMES OF SIDINGS.

Alms House Siding,	Green's Siding,
Paul Avenue Siding,	Cranston's Siding,
Mulberry Street Siding,	Phillips' Siding,
Harney's Corner Siding,	Updyke's Siding,
Wheatfield Siding,	Olden's Siding,
Berrien's Siding,	Spur at Princeton.

Location of private right-of-way:

From Phillips' Siding to Alexander street, Princeton.

Type of Rail:

From State and Broad streets to Perry street, 6 in. girder;

From Perry and Broad streets to Mulberry street and Brunswick avenue, 9 in. girder;

From Mulberry street to Princeton end of line, 75 lb. Tee rail, except through Lawrenceville, which is 9 in. girder.

The track is ballasted with dirt, ashes and some small shale rock, but generally in insufficient quantity. The rails are in good condition, but the track is badly in need of re-alignment and re-surfacing; at the time that this is done, there should be many tie renewals.

There are thirteen bridges on the line, ten of which contain steel girders. The bridges are generally in good condition, with the exception of a few minor defects.

Following is a list of the bridges starting from Trenton and going north:

1. OVER SHABBEKUNK CREEK.
   Abutments.—Uncoursed rubble masonry.
   Girders.—8 steel I beams 20 in. deep (4) 35′ (4) 28′.
   Bracing.—Channel bar laterals every 8′.
   Center Bent.—3 posts, 12 in. x 12 in.—capped 12 in. x 12 in., 3″ x 10″ transversal bracing, bolted.
   Ties.—6 in. x 8 in. yellow pine, 20 in. center to center, dapped 1 in. on girder.
   Guard Rail—6 in. x 8 in. Y. P. dapped 1 in. on ties, lap-jointed, 10 in. boat-spiked and drift-bolted to every other tie. No guard rails.
   Alignment.—Tangent.
   Recommendation.—Place guard rails on bridge and renew timber guard.

2. OVER WEST BRANCH OF SHABBEKUNK CREEK.
   Abutments.—Uncoursed rubble masonry.
   Girders.—(1) 20 in. I beam 28 ft. long under each rail.
   Clear Span.—24 feet.
   Bracing.—Channel bar laterals bolted to girders, every 8 feet.
   Timber Guards.—6 in. x 8 in. Y. P. lap-jointed 10 in. bolted to alternate ties.
   Ties.—6 in. x 8 in. Y. P. 20 in. center to center, dapped ¾ in. on girder.

Inside Guard Rails—None.
Alignment.—Twenty-minute curve.
Recommendations.—Decayed guard timber to be renewed, two inside guard rails to be placed on bridge.

3. OVER FIVE-MILE RUN.
Abutments.—Uncoursed rubble masonry.
Girders.—(1) 15" I beam, 18 ft. long, under each rail.
Clear Span.—14 ft.
Bracing.—None.
Guard Timber.—6 in. x 8 in. Y. P. bolted to ties.
Ties.—6 in. x 8 in. Y. P., 16 in. centers.
Guard Rails.—None.
Alignment.—Tangent.
Recommendations.—That inside guard rails be placed on this bridge.

4. OVER EIGHT-MILE RUN.
Abutments.—Uncoursed rubble masonry.
Center Pier.—Uncoursed rubble masonry.
Girders.—(2) 20 in. I beam, 50 ft. long; (2) 15 in. I beam, 35 ft. long. Two shore spans on north side supported by wooden bents.
Bracing.—Channel bar laterals bolted to girders every 8 feet.
Bents.—10 in. x 10 in. caps, (3) 12 in. x 12 in. posts.
Guard Timbers.—6 in. x 8 in. Y. P.
Ties.—6 in. x 8 in. Y. P., 20 in. centers.
Alignment.—Tangent on water span, curved 1 degree right on north approach.
Recommendations.—Poor guard timbers be renewed; inside guard rails be placed.

5. OVER SPRING RUN.
Abutments.—Uncoursed rubble masonry.
Girders.—15 in. I beams, 15 ft. long.
Clear Span.—9 feet.
Bracing.—None.
Guard Timbers.—6 in. x 8 in. Y. P., dapped 1 in. on ties.
Ties.—6 in. x 8 in. Y. P., not dapped on girder.
Inside Guard Rails—None.
Alignment.—Tangent.
Recommendations.—Poor ties be renewed; inside guard rails be placed on this bridge.

6. OVER SPRING RUN.
Abutments.—Uncoursed rubble masonry.
Girders.—15 in. I beams, 18 ft. long.
Clear Span.—11 feet.
Bracing.—None.
Guard Timbers.—6 in. x 8 in. Y. P., dapped ½ in. on ties, bolted.
Ties.—6 in. x 8 in. Y. P., not dapped.
Inside Guard Rails—None.
Alignment.—Tangent.

7. OVER STONY BROOK.
Abutments.—Uncoursed rubble masonry.
Piers.—12 pedestal piers, uncoursed rubble masonry. Four supporting water spans, 1 concrete pier.
Girders.—(26) 15 in. I beams on approach to south, 16½ feet long; 3 water spans are 24 in. I beams, 36 feet long.
Bracing.—Channel bar and angle bar laterals.
Guard Timbers.—6 in. x 8 in. Y. P., lap jointed 10 in., dapped 1 in. on ties.
Ties.—6 in. x 8 in. Y. P., dapped ½ in. on girders.
Inside Guard Rails—None.

Alignment.—Approach to south on curve, water span on tangent, breaking 50 feet from end into 4-degree curve to left.

Recommendation.—Guard timbers need some renewals; some ties should be renewed and others respiked.

8. WOODEN TRESTLE OVER DRY RUN.
Abutments.—10 in. x 10 in. caps supported by dry wall.
Stringers.—(1) 10 in. x 10 in. Y. P. under each rail.
Clear Span.—10 feet.
Guard Timbers.—6 in x 8 in. Y. P., not dapped.
Ties.—6 in. x 8 in. Y. P., not dapped.
Inside Guard Rail.—One.
Alignment.—Curve.

9. OVER DRY RUN.
Abutments.—Uncoursed rubble masonry.
Girders.—15 in. I beams, 16 ft. long.
Bracing.—Channel bar.
Guard Timbers.—6 in. x 8 in. Y. P., dapped ½ in. on ties.
Ties.—6 in. x 8 in. yellow pine, 20 in. centers, dapped ¾″ on girders.
Inside Guard Rails—None.
Alignment.—Tangent.

Recommendations.—Some ties need renewing; 2 inside guard rails should be placed on the bridge.

10. OVER SPRING RUN
Abutments.—Uncoursed rubble masonry.
Girders.—15 in. I beams, 18 ft. long.
Guard Timbers.—6 in. x 8 in. Y. P., dapped ½ in. on ties.
Clear Span.—14 feet.
Ties.—6 in. x 8 in. Y. P.
Bracing.—Channel bar.
Alignment.—Slight curve.
Inside Guard Rails.—One.

Recommendations.—That one additional inside guard rail be placed.

11. WOODEN TRESTLE OVER DRY RUN.
Abutments.—Dry wall and uncoursed rubble.
Stringers.—(1) 12 in. x 12 in. Y. P. stringer under each rail.
Clear Span.—6 feet.
Timber Guards.—None.
Inside Guard Rails—None.
Alignment.—Tangent.

Recommendations.—6 in. x 8 in. Y. P. guard rails shall be placed on this bridge; ties should be respaced and respiked; two inside guard rails should be placed on this bridge.

12. WOODEN TRESTLE.
Abutments.—Dry wall.
Clear Span.—6 feet.
Stringers.—(1) 12 in. x 12 in. stringer under each rail, main and siding tracks.
Guard Timbers.—None.
Inside Guard Rails—None.
Alignment.—Tangent for both main and siding tracks.

Recommendations.—That guard timbers and inside guard rails be placed on this bridge, and that ties be respaced.

13. TRESTLE BRIDGE OVER DRY RUN.
Abutments.—Uncoursed rubble masonry.
Stringers.—(1) 12 in. x 12 in. Y. P. stringer under each rail.
Clear Span.—6 feet.
Guard Timbers.—None.
Inside Guard Rails—None.

Alignment.—Tangent.
Recommendations.—That inside guard rails and timber guards be placed on this bridge, and that ties be respaced.

14. OVER SPRING RUN.
Abutments.—Uncoursed rubble masonry.
Girders.—15 in. I beams, 18 ft. long.
Clear Span.—14 feet.
Bracing.—None.
Timber Guard.—6 in. x 8 in. Y. P.
Ties.—6 in. x 8 in. Y. P.
Inside Guard Rails.—None.
Alignment.—Tangent.

Recommendations.—That inside guard rails be placed on this bridge, and that timber guards be respiked.
Recommendations.—Track and Roadway.—The entire line where T rail construction is used should be gone over, resurfaced and realigned; ditches should be cleaned; crossing plant should be renewed at several places.
Specifically, the track which runs through the woods south of Princeton should be put into line and surface, and 500 tie renewals should be made before the first of December, 1911.
Bridges.—Recommendations as noted above.
When trains are parted on the crossing, a member of the crew should re-

TRENTON, LAWRENCEVILLE AND PRINCETON RAILROAD.

In regard to physical condition of track and roadway on the Trenton, Lawrenceville & Princeton Railroad, the track in general needs resurfacing and realignment; at least 1,900 tie renewals are necessary to put road in safe and proper condition. Ditches should be cleaned and the cattle guards between tracks either replaced by one of improved pattern, or the present ones put in proper condition. In several cases guards have been removed and thrown off the track, and in no case would they be considered entirely adequate for their purpose. Where road crossings or farm crossings are maintained, planking should be renewed where necessary. The work on crossings and cattle guards should be finished before November 1st, and such realignment and resurfacing as will be noted hereafter.

The tie renewals, general realignment and resurfacing should be finished April 1st, 1912. As ditches are generally cleaned in the spring, this work may go over until March, 1912. Specifically, the track south of Brookside Farm crossing and south of Orchard Villa crossing should be put in line and surface before November 1st, 1911.

Sand boxes on the cars were found to be in very poor condition. The hose generally bent back in such a manner that any sand issuing therefrom would fall upon angle-bar truck guard. In one case connection bar was broken off, and in only one case was sand found in a box, and this was so lumpy as to be entirely inefficient.

Recommendations.—That 1,900 tie renewals be made before April 1st, 1912.

That ditches be cleaned before March, 1912.

That track south of Brookside Farm crossing and south of Orchard Villa be put in line and surface and properly ballasted before November 1st, 1911.

That planking on road crossing and repairs to cattle guards be finished before November 1st, 1911.

That sand boxes be put in proper working condition forthwith.

Bridges.—There are five steel and ten wooden bridges on the line, as listed on plates 2 and 3. Stony Brook is listed under each heading, for it is partly of each kind. There are 490 lineal feet of bridge structures on the entire line. Two small wooden bridges have been eliminated, namely, Hendrickson's Woods and VanKirk's Cattle Pass No. 2, being replaced with tile pipe and filled to the under side of the stringers. A detailed description of each bridge, with notes on its condition from field inspection and analysis, is appended. Stone abutments repaired and pointed and their condition greatly improved. Inside guard rails are on all bridges over 3 feet long.

STEEL BRIDGES.

The steel bridges are generally well designed and in good condition except for painting, therefore a limiting unit tensile fiber stress of 26,000 pounds per square inch, after making the usual allowance for impact, has been adopted as a criterion. Under loads, as per Figure 1, the 44′ girders in track at Stony Brook show the highest stress, 28,000 pounds per square inch for unlimited speed, which is too high for safety. A speed of not more than 15 miles per hour would reduce this stress within safe limits. By the addition of flange plates of proper

area and length these two spans could be made of ample strength to carry no restriction for this leading.

When ties are renewed, use not less than 8" x 8", spaced not over 6" apart.

Drain South of Reed's Manor.—Replace with cast-iron or other approved pipe, and fill.

First Drain North of Reed's Manor.—Add one 8" x 16" timber per rail to present stringers.

Second Drain North of Reed's Manor.—Add one 8" x 16" timber per rail to present stringers.

East Branch of Shabbekunk Creek.—Restrict speed to not more than 15 miles per hour for freight trains. Use 8" x 8" ties when renewing.

Greene Ave., Lawrenceville.—Add one 8" x 16" timber per rail to present stringers.

Cattle Pass North of Lawrenceville.—Replace present stringers with three 8" x 16" timbers per rail or with two 18" I beams 55 lbs. per rail.

Shippetauken Creek.—Add one 8" x 16" timber per rail to present stringers.

Van Kirk's Cattle Pass.—Add one 7" x 14" timber per rail to present stringers.

Stony Brook.—Replace timber approaches with plate girder spans now at site. Girders to rest on stone or concrete piers and abutments.

Restrict speed for all classes of trains to not more than 10 miles per hour until this is done. When these girders are in service, limit speed for freight trains to not more than 15 miles per hour if the 44" plate girders are not strengthened by additional flange plates of proper area and length.

Leigh's Cattle Pass.—Add one 6" x 12" timber per rail to the present stringers.

In General.—Restrict loading of coal and freight cars to 80,000 lbs. over all bridges until above repairs are made.

Both Shabbekunk Creek bridges are also stressed too high for unlimited speed, viz., 27,600 lbs. per sq. in. in the girders. For these leads 15 miles per hour should not be exceeded.

The bridges at Five-Mile Woods and Denew's need have no restriction for any loading herein given.

WOODEN BRIDGES.

The wooden bridges are considerably overstressed, with the single exception of Maple's Cattle Pass, which is in fair to good condition and safe as it is. The other wooden bridges should have additions made to the stringers as per list on Plate 3, which will bring all of them within a safe maximum working stress of 1300 lbs. per sq. in. for long leaf yellow pine, which should be the timber used. The small drain south of Reed's Manor should be entirely rebuilt or replaced with cast-iron pipe as recommended from former inspections. The wooden approaches to Stony Brook are in poor condition throughout. Two 30′ steel spans lay alongside for replacing them and they should be put in without delay, on stone or concrete masonry piers and abutments, before frost interferes with the placing of same. Meanwhile a speed of 10 miles per hour for all classes of traffic should not be exceeded on this bridge. The 30′ spans above referred to are so designed that they will carry the heaviest loads herein mentioned without restriction. Until the reinforcements have been made, the line should be restricted to cars carrying not more than 80,000 lbs. of load.

Recommendations.

West Branch of Shabbekunk Creek.—Restrict speed to not more than 15 miles per hour for freight trains.

Whenever ties are renewed, the new ones should be sawed, not less than 8″ x 8″ in size, and spaced not more than 6″ apart in the clear. They should be held in place by a guard timber, lapped at joints and notched at least 1″ over the ties and bolted (not spiked) to every third tie.

ELECTRIC METERS.

The following is taken from the report of the Board's electrical inspector.

About 85,000 electric meters are in use in the State, of which 74,000 are on 60 cycles and 5,000 on 133 cycles alternating current, 4,000 on 110-220 volt and 2,000 on 500 volt direct current.

Taking the larger companies individually, in the order of the number of meters in use, the first is the Public Service Electric Company, which has about 63,000. These are nearly all of the most accurate types, as this company has been spending a large sum of money annually to remove the older types which do not maintain their initial accuracy so well. There is a well-equipped meter department in each district, having a complete system of records. Periodic tests of all meters are made at least once each year. The testing standards are calibrated at frequent intervals by the company's laboratory in Newark, which is very complete. All electrical measurements are based on standards certified by the National Bureau of Standards in Washington.

The Atlantic Coast Electric Company has about 2,700 meters in service in summer. They have adequate testing instruments, but have not at the present time a proper system of records. They have been ordered by the Board to install a system of meter records, and are now preparing forms.

The Atlantic City Electric Company, with 2,600 meters, has a complete system of records, and maintains a well-equipped meter department.

The Eastern Pennsylvania Power Company, now operating at Dover, Bernardsville, Phillipsburg and Columbia, with a total of 1,700 meters in this State, has a laboratory in Easton, Pennsylvania, and suitable apparatus at each district.

The Consolidated Gas Company at Long Branch has 1,200 electric meters, and maintains a testing department.

The Ocean City Electric Light Company, with about 1,000 meters connected in summer, had no proper testing standard

at the time of inspection, but were considering the purchase of one. They have kept a new house-type meter in the storeroom, with which meters complained of were compared, but this is not adequate for so large a company.

The Morris and Somerset Electric Company at Morristown, with 950 meters, has a splendid testing equipment for a company of its size, but has on its lines a number of meters of obsolete types.

The Commonwealth Water Company at Summit, having 850 meters, has a well-equipped meter department.

The West Jersey Electric Company at Wildwood, with 850 meters in summer, tests its meters by comparison with one of two house-type meters. This is not a satisfactory equipment for a company of this size.

The Middlesex and Monmouth Electric Light, Heat and Power Company of Keyport has about 700 meters, of which about 200 are of the prepayment type. This is the only electric company in the State using prepayment meters to any extent. The company has a testing standard, which is checked periodically by the manufacturer.

The Bridgeton Electric Company, with 525 meters, makes tests with indicating instruments and a stop watch. About fifty consumers are served with 25-cycle current taken from a railway transmission line.

The Ocean Grove Camp Meeting Association has 525 meters in summer, and has a test meter.

The Point Pleasant Electric Light & Power Company, with 500 meters in summer, had no testing apparatus at the time of inspection. Some of the meters had been installed for long periods, and in this case, the Board ordered the company to purchase a standard testing meter, which has been done, and the company has begun testing all meters in service.

Of the twenty-two smaller companies having over 100 meters each, with a total of 6,000, all but six or seven of the smallest had some satisfactory method of testing. These few will be given further consideration with a view of determining whether they can be reasonably required to purchase apparatus. There

are twenty-five companies having less than 100 meters, only two of which have testing apparatus. The majority of these companies have all, or nearly all, customers on flat rate, and unless they should change to meter rates, it will probably be sufficient for them to have a house-type meter known to be accurate, with which any meter whose accuracy is suspected can be compared.

The eight municipal plants now furnishing commercial service through meters are all, with the exception of Frenchtown, equipped with satisfactory testing standards. Three of them, Atlantic Highlands, Milltown and South River, compel the consumer to buy his own meter, which appears to be a very poor policy from both a commercial and an operating standpoint. The control of the meter is a very necessary factor in securing accurate metering, as with the present system, it is impossible to make the consumer use the size and type of meter best suited to the loading, and difficulties arise when the meter is in need of repairs.

Inspectors' Reports on Accidents.

ERIE RAILROAD—Crossing Accident—November 26, 1910—Passaic.

As passenger train No. 7, westbound, on the Erie Railroad, was passing over Sommer Street crossing, in the city of Passaic, at 10 P. M., it struck a wagon, damaging same and injuring the driver. At this point there are three tracks, east and westbound main line, and siding track on the easterly side of westbound track. The wagon was passing from west to east, necessitating the crossing of the eastbound track before reaching westbound track, on which the accident occurred. The view from the west was reported to be fair; the view from the east obstructed, allowing only a limited view in either direction. The crossing is protected by gates from 7 A. M. to 7 P. M., also by an electric alarm bell. It was reported by the inspector that cars had been observed standing on the siding track close to the crossing, and one instance was cited where a car was standing east of the crossing about twenty-five feet from the street line.

It was recommended that cars to stand on siding track be placed as far as practicable from the crossing.

PENNSYLVANIA RAILROAD.—Collision—December 10, 1910—Trenton.

As engine No. 958 was moving from the main track of the Belvidere Division of the Pennsylvania Railroad to the Coalport roundhouse at 8:20 P. M., it was run into by passenger train No. 570. It was reported that there are a large number of tracks, with two main-running tracks on a sharp curve. Just before the accident occurred two engines had crossed from the main track to the engine house, and engine No. 958 was waiting its turn to enter the roundhouse. The fireman went out to protect his engine while waiting on the main track to get signal to cross over to roundhouse. The engineer of No. 958 received signal from the tower to let him in on the Belvidere Division tracks;

he was unaware that train No. 570, consisting of baggage car, smoker and four coaches, was due at this time. At the time collision occurred train No. 570 was moving at about ten miles an hour. Four passengers were slightly injured, and the equipment slightly damaged.

It was recommended that an adequate system of signalling be installed for the protection of train movements on main line tracks through Coalport yard to end of double track of Belvidere Division.

ERIE RAILROAD.—Crossing Accident—December 20, 1910—Near Woodside.

Engine No. 1074, passing over private crossing one-quarter mile west of Woodside, struck a wagon traveling east, killing two horses and damaging wagon. It was stated by the Inspector that the crossing is used by a man who has a barn on east side of the track. It was further stated that a large warning sign standing on the west side of the track indicates that the company recognizes the right for persons to cross.

It was recommended that if the crossing can not be closed by the company, plank be put down both inside and outside of rail.

ERIE RAILROAD—Man struck by train—January 2, 1911—Hawthorne.

As passenger alighted from train No. 119, due at Hawthorne at 3:23 P. M., but which was twenty-seven minutes late, he was struck by an express train due at or about 3:20, and which was thirty minutes late. It was reported by the inspector that at the time of the accident there was a heavy fog, which prevented the engineer of the express from seeing the passenger train which had stopped at the station.

It was recommended that an intertrack fence be built at this station.

NEW YORK AND LONG BRANCH RAILROAD—Struck on crossing—January 7, 1911—North Asbury Park.

As Pennsylvania Railroad train No. 204, northbound, running on tracks of the New York and Long Branch Railroad,

was passing over Fourth avenue crossing, North Asbury Park, at 9:16 A. M., it struck the rear end of a wagon, damaging same. At this point there are two main-line tracks and south of the highway line is a siding on the westerly and easterly side of main tracks, also additional siding running parallel with the building on southeasterly corner of crossing. There was no protection at the crossing. The Inspector reported that the view from the westerly side is good in either direction; that the view from the easterly side of southbound trains is fair, and that the view of northbound trains is obstructed by building located thirty-nine feet east of northbound track; that occasionally cars are placed on the siding adjoining the building and are allowed to stand east of northbound track, thus further obstructing the view.

It was recommended that a flagman be placed on this crossing.

NEW YORK, SUSQUEHANNA AND WESTERN RAILROAD—Collision —January 24, 1911—Hackensack.

On account of a derailment east of Hackensack bridge on the main line of the Erie Railroad, trains were detoured from the Bergen County Short Cut at Passaic Junction and from the New Jersey and New York Railroad from the connection at Hackensack over the New York, Susquehanna and Western Railroad. As New Jersey and New York train No. 608 was pulling through switch and over crossover, at 7:57 A. M., Erie train No. 54 side-swiped it, slightly damaging two coaches and derailing engine. Train No. 54 had been given a clear signal at Lodi Junction, three thousand feet west of the point where the accident occurred. This gave them the right to go to that point. For the protection of the crossover a distant signal is located six hundred and seventy-five feet west of, and a home signal at the crossover. The first-named signal works automatically and the latter is interlocked with the switches. Neither of these signals can be cleared when switches are not right for main track. Train No. 54 ran by both signals at danger. The engineer of train No. 54 could have seen the distant signal for a distance of fifteen hundred feet and the home signal for about

seven hundred feet. To see the distant signal engineers are obliged to look through a bridge about one hundred feet west. It was reported that train No. 54 should have been held at Lodi Junction until train No. 608 cleared the crossover.

It was recommended that the distant signal be moved to a point west of the New Jersey and New York Railroad bridge, and that no eastbound train be allowed to pass Lodi Junction while trains are using crossover where the accident occurred.

WEST SHORE RAILROAD—Man struck by car—February 25, 1911—Weehawken.

As Brakeman E. H. Dannenberg was standing on step on side of tender of engine No. 1754 he was killed by being caught on side of New York Central car, which was standing on the siding next to the one on which the engine was backing. At the point where the accident occurred there was a clearance of but six inches between the engine and car.

It was recommended by the Inspector that yard regulations that cars shall have proper clearance in switches be strictly enforced.

The company advised that the yard regulations were complied with in this instance and the rule fully enforced, but that the yard brakeman was riding on the side of the tender, and this caused him to come in contact with the car.

CENTRAL RAILROAD OF NEW JERSEY—Crossing Accident—April 3, 1911—Elizabethport.

As freight train No. 342, eastbound, was passing over Livingston street crossing, at 3:35 A. M., it struck a vehicle, damaging same and slightly injuring the driver. At the time of accident the crossing was protected from 6 A. M. to 9 P. M. There are four tracks at this crossing, two running tracks, one track connecting with the Broadway spur and a siding track. It was reported that the view of trains from the westerly side is obstructed by buildings until the right of way line is reached; that approaching from the easterly side the view is fair, as it is necessary to pass over two tracks before reaching eastbound track, thus allowing a fair view of trains in either direction.

It was recommended that the gates at this crossing be operated night and day.

ERIE RAILROAD—Crossing Accident—April 3, 1911—West of Rutherford.

While passing over Paterson avenue, west of Rutherford, a wagon was struck and damaged, and one man slightly injured. The crossing is protected from 7 A. M. to 9 P. M. by a flagman, and at all times by a bell. It was reported that there are two switches east and west of crossing on which cars stand, thus obstructing the view until within a few feet from track. The Inspector stated that on the night of the accident there were no cars standing on the switch east of the crossing.

Owing to the heavy traffic over the crossing, including electric cars, it was recommended that the crossing be protected by a flagman day and night.

ATLANTIC CITY RAILROAD—Crossing Accident—May 16, 1911—Cape May.

As train No. 401, southbound, was passing over Broad street crossing, Cape May, at 11:08 A. M., it struck a vehicle, injuring the driver. At the crossing there are three tracks, two main line and one siding. On the southwesterly side is an additional siding track with butting block near the sidewalk line. On the northwesterly side there is a building located close to the track and on the northeasterly corner a similar obstruction. There is a sharp curve starting near the crossing and north of same.

It was recommended, owing to the limited view of trains in either direction, that the crossing be protected by a flagman.

NEW YORK, SUSQUEHANNA AND WESTERN RAILROAD—Crossing Accident—May 20, 1911—Paterson.

While delivery automobile was crossing Lafayette street, Paterson, it was struck by a train, and one person seriously injured. At this point there are two main-line tracks and two sidings; the grade was reported to be level. The crossing was protected by a flagman from 6 A. M. to 12 midnight. The Inspector

reported that with box cars standing on the sidings the view of trains would be obstructed.

It was recommended that the crossing be protected for the full twenty-four hours each day.

CENTRAL RAILROAD.—Crossing Accident—June 20, 1911—Phillipsburg.

As passenger train No. 9, of the Central Railroad, was passing over McKeen street, Phillipsburg, at 6.55 P. M., it struck and killed a pedestrian, who, in going from the south to the north side of the crossing, passed behind extra freight No. 446, eastbound, and started immediately over westbound track, when he was struck by breast beam of locomotive hauling train No. 9. There are two main-line tracks and three siding tracks at this crossing, which is protected during the day by a flagman from 6.20 A. M. to 6.00 P. M., and also by an alarm bell. It was reported that the approach from the southerly side of the crossing is up a steep grade.

It was recommended that this crossing be protected by a flagman until the passage of trains Nos. 9 and 11.

PENNSYLVANIA RAILROAD—Crossing Accident—June 22, 1911 Runyon Station.

As extra freight No. 701 was passing over crossing west of Runyon Station, at 12.23 A. M., it struck an automobile with five occupants, killing one, injuring two and demolishing the machine. At this point are nine tracks, with eastbound main track on southerly side. Next to the eastbound main track is the westbound main track, and north of this seven siding tracks. The layout is known as the Runyon Yard, and the highway crosses all tracks, and is located about the middle of the yard, connecting with the highway, a short distance north of the tracks. The highway was reported to be little used and had no protection. The machine was passing from north to south, and when it reached the northerly side of the tracks a train on siding track was parted, and one of the crew standing in the highway, hearing an eastbound freight approach, called out to the occupants

of the automobile. As this train was passing over the highway, the automobile started and stopped when it reached westbound track. Immediately upon the passing of the caboose of the freight train, the automobile started. A light engine which was following the freight train on the easterly track was not noticed by the occupants of the machine or the flagman. The engine struck the machine, pushing it to the easterly end of station platform.

The following recommendations were made:

When trains are parted on the crossing, a member of the crew should remain on the crossing to protect same until train is coupled.

Helping engines should couple to trains before rear car reaches westerly side of highway crossing.

All cars to remain standing on siding tracks should be placed not closer than fifty feet on either side of highway.

All trains on main line and sidings should sound usual crossing signals when approaching the highway.

NEW YORK, SUSQUEHANNA & WESTERN RAILROAD—Crossing Accident—June 24, 1911—North Paterson.

As an automobile was passing over highway, one thousand feet west of North Paterson Station, it was struck by a train and slightly damaged. At the crossing there are five tracks, one main and four sidings, with a slight ascending grade toward the east. The automobile was travelling from the west, and on account of cars on siding standing so close to the crossing the approaching train could not be seen until the automobile was on the main track. It was reported that the crossing is dangerous, with view obstructed in all directions.

It was recommended that a standard crossing bell be installed, and cars on sidings be located not less than fifty feet from highway.

ATLANTIC CITY RAILROAD—Crossing Accident—June 29, 1911—Hammonton.

As passenger train No. 14, northbound, was passing over Passmore avenue at Hammonton, it struck a vehicle, damaging same and killing the horse. At this crossing there are two main-line tracks, with siding track on westerly side and two sidings on easterly side. Crossing was not protected. The Inspector re-

ported that while investigating conditions, he observed cars standing on siding tracks close to the crossing, obstructing view of trains; that the view of trains from the easterly side would be fair, with no cars on siding, and that there was a like view from the westerly side.

As trains pass through Hammonton at a high rate of speed, especially express trains to and from Atlantic City, it was recommended that an automatic alarm bell be installed on the crossing.

CENTRAL RAILROAD OF NEW JERSEY.—Crossing Accident—July 30, 1911—German Valley.

As extra passenger train No. 604 was passing over first crossing south of German Valley Station, on the High Bridge branch of the Central Railroad, at 5:16 P. M., it struck an automobile, demolishing same and seriously injuring three occupants. There are three tracks at this crossing, passing siding track on westerly side, main running track in the middle, and freight siding on the easterly side. The crossing was not protected. On the westerly side the grade of the highway to the tracks is descending, until a point is reached a short distance from the tracks, when the grade is slightly ascending. Just prior to the accident the automobile passed over the tracks from the east to the west side, then turned and approached the crossing, stopping with the front wheels over the westerly rail of the middle track. Several people standing near, who heard the signal blown for the crossing as the train approached, called out to the occupants of the automobile. The driver of the car evidently was confused, and did not look in the direction from which the train was approaching. The train, which was an extra, traveling about forty miles an hour, struck the machine, overturning same and throwing out the occupants. It was stated that the view of eastbound trains approaching from the west is limited, owing to station building and other obstructions north thereof; that the view of westbound trains is good. Approaching from the easterly side the view of westbound trains was reported to be unobstructed, with the exception that if the car was standing on the freight siding, the view would then be limited.

It was recommended that the crossing be protected by the installation of an automatic alarm bell. It was also recommended that a flagman be placed on the crossing on Sundays during the Hopatcong excursion season.

NEW YORK, SUSQUEHANNA & WESTERN RAILROAD.—Crossing Accident—August 18, 1911—Near Charlottsburg.

As cars were being pushed ahead of engine over the main road to Newfoundland, near Charlottsburg, an automobile ran into the second car from the head end. Regular warning signs are located at the highway, also two other signs, one on each side of track, at a distance of about one hundred and fifty feet, reading "RAILROAD CROSSING—DANGER—STOP, LOOK AND LISTEN." It was stated that a train running up grade can be seen a distance of five hundred feet when within fifty feet of track. At the time of the accident it was dark.

It was recommended that the crossing be protected by a flagman while trains are passing over the same.

ERIE RAILROAD—Crossing Accident—July 14, 1911—Newark.

As train No. 330, eastbound, was passing over Rutgers street, Newark, at 8:35 P. M., it struck an automobile, damaging same. The single main-line track at this crossing is protected by gates and an alarm bell, the gateman being on duty from 6 A. M. to 7 P. M. The view of trains from either side of crossing was reported to be fair. On the westerly side the grade to the track was reported to be descending. The gates at this point are operated from a tower located midway between Rutgers Street and Academy Street. From the tower the gateman has a good view of westbound trains; the view of eastbound trains was reported to be obstructed.

It was recommended that a bell be installed in the tower to notify the gateman of the approach of eastbound trains.

NEW YORK, SUSQUEHANNA & WESTERN RAILROAD.—Collision —August 30, 1911—Hainesburg Junction.

At 12:45 P. M., train No. 101 ran into an open switch at Hainesburg Junction, colliding with Lehigh and New England

freight train No. 30, the switch having been left wrong by Lehigh and New England crew.

It was recommended that a distance signal be connected with this switch.

WEST SHORE RAILROAD—Crossing Accident—September 16, 1911—Near Teaneck.

At highway crossing one-quarter mile east of Teaneck, which crosses two main-line tracks and one siding track at right angles and on level grade, a pedestrian was struck and killed. At the time the accident occurred, 6:42 A. M., the weather was very foggy. The crossing was reported to be protected by standard crossing bell, which it was claimed was ringing at the time of accident. There is a fair view in all directions except that when cars are standing on siding near crossing the view of eastbound trains is obstructed.

It was recommended that standing cars be kept not less than one hundred feet from crossing.

NEW YORK, SUSQUEHANNA & WESTERN RAILROAD—Crossing Accident—September 17, 1911—Passaic Junction.

As a wagon was passing over crossing at the east end of Passaic Junction station it was struck by a train, one occupant being killed and nine injured. At this crossing there are two main-line tracks, and the highway also crosses two more connecting tracks of the Bergen County Short Cut, one hundred feet north. The New York, Susquehanna and Western Railroad tracks are protected by a standard crossing bell, which was ringing at the time of the accident. There is a good view of westbound trains, but the view of eastbound trains is entirely obstructed for persons driving north, the direction in which the wagon in question was traveling. An engine was drilling on the connecting tracks, which evidently confused the driver of the wagon and caused him to lose sight of the train that struck him until he was directly on the track.

It was recommended that the crossing be protected by a flagman.

NEW YORK AND GREENWOOD LAKE RAILROAD—Crossing Accident—October 2, 1911—Caldwell.

As a wagon was passing over Slayback's crossing, about five hundred feet east of Caldwell station, it was struck by train No. 481, and the driver killed. There are four tracks at the crossing, one main line and three siding tracks. The view is good in all directions, except traveling eastwardly, when the view of eastbound trains is obstructed by cars standing on siding, so that a train cannot be seen by a person driving until the horses are on the track.

It was recommended that the crossing be protected by a standard crossing bell.

ERIE RAILROAD—Woman struck by train—September 6, 1911—Carlton Hill.

At Carlton Hill Station there was no intertrack fence, and passengers, after purchasing tickets, would have to cross the tracks in order to board westbound train. Mrs. King, the woman killed, had purchased her ticket, and attempted to cross as a train was approaching. She was struck by same and killed.

It was recommended that an intertrack fence be installed at this crossing, as this would compel passengers to use the crossing at the east end of the station which is protected by gates and bell.

ERIE RAILROAD—Crossing Accident—October 11, 1911—Belleville.

At Rutgers street crossing, one-quarter mile west of Belleville Station, an automobile was struck and badly damaged, and its four occupants seriously injured. The accident occurred at 11 P. M. It was reported by the Board's Inspector that Rutgers street approaches the track from the west on a descending grade. The automobile was running easterly and the Inspector stated that, when within fifty feet of track, train could have been seen for six hundred feet. The crossing is protected by gates and an alarm bell, the gateman being on duty from 6 A. M. to 7 P. M.

As there are seven passenger trains passing over this crossing between 7 P. M. and 1 A. M., it was recommended that the crossing be protected from 5.55 A. M. to 1 A. M.

PENNSYLVANIA RAILROAD—Crossing Accident—October 13, 1911—Helmetta.

As an eastbound passenger train was passing over the crossing two hundred and nineteen feet west of Helmetta Station, at 1.54 P. M., it struck a vehicle, damaging same and slightly injuring the driver. At this crossing there is a single track with a turnout to a siding track. It was stated by the Inspector that there is no protection at the crossing. With no cars standing on siding there is a clear view for three-quarters of a mile to travel over the crossing from the southerly side.

It was recommended that standing cars or trains on the siding track be kept as far as possible from the crossing.

NEW YORK AND LONG BRANCH RAILROAD—Crossing Accident—October 20, 1911—Spring Lake.

As train No. 309, of the Central Railroad, southbound, running on tracks of the New York and Long Branch Railroad, was passing over the first crossing north of Spring Lake Station, at 1.46 P. M., it struck a horse drawing a wagon. At this crossing there are two main-line tracks and one siding track. It was reported by the Inspector that approaching from the west the view of southbound trains is obstructed by buildings and trees, and that with cars standing near the crossing on siding track on the westerly side, the view would be further obstructed; that, approaching from the east, the view of southbound trains is obstructed when cars are standing on the delivery siding north of the crossing. The Inspector further reported that he observed cars standing on the delivery track close to the crossing. This crossing is protected during the summer season by gates.

It was recommended that the crossing be protected by a flagman until the summer schedules go into effect, when the gates are operated.

CENTRAL RAILROAD OF NEW JERSEY—Man struck by overhead bridge—November 6, 1911—Newark.

As engine of the Central Railroad was drilling cars at Newark, at 4.35 P. M., Conductor P. G. Young was struck by an overhead bridge and seriously injured. The accident occurred while the conductor was standing on top of a box car.

It was recommended that bridge guards be placed over sidings and main branch tracks.

CENTRAL RAILROAD OF NEW JERSEY—Crossing Accident—November 10, 1911—Bound Brook.

As passenger train was passing over Fisher's Crossing west of Bound Brook Station, at 12.22 P. M., it struck a wagon, demolishing same and killing the driver. The Inspector reported that the view of eastbound trains is obstructed by an embankment. At the crossing, which is not protected, there are four main tracks, two east and two westbound.

It was recommended that the embankment be cut down to afford a view of eastbound trains at a distance of about forty feet from track No. 3.

WEST JERSEY AND SEASHORE RAILROAD—Crossing Accident—November 12, 1911—Woodbine.

As train No. 108 was passing over Lincoln avenue crossing in Woodbine at 7:50 A. M., it struck a vehicle, demolishing same, killing the horse and slightly injuring the driver. At this crossing there is the main line track, and a turnout leading to freight delivery track running to station building. It was stated by the Inspector that with cars standing near the fouling point in freight track the view of trains would be obstructed.

It was recommended that cars placed to stand on freight delivery siding be kept as far as possible from the crossing.

DELAWARE, LACKAWANNA AND WESTERN RAILROAD—Crossing Accident—November 22, 1911—Chatham.

At the highway crossing one mile east of Chatham, about 8:25 A. M., a vehicle was struck by a train, and the driver fatally

injured. At this crossing there are two tracks, and no protection. It was reported that the view of westbound trains is obstructed until within ten feet of track when driving easterly. It was also reported that on account of the sand and gravel pit near the crossing there is considerable heavy traffic over same.

It was recommended that a standard crossing alarm bell be placed at this point.

ERIE RAILROAD—Crossing Accident—November 20, 1911—Near Woodside.

At Vernon avenue crossing, one -half mile west of Woodside, a vehicle was struck by a train, and the driver slightly injured. It was reported that the crossing is protected by a bell.

After an investigation of traffic over this crossing, it was recommended that a flagman be installed.

MORRIS COUNTY TRACTION COMPANY—Head-on Collision—March 4, 1911—Dover.

Two cars of the Morris County Traction Company collided, head-on, near the car barns in the eastern part of Dover, completely demolishing the vestibules of both cars, and seriously injuring the motorman of the eastbound car. Another employee of the company was slightly injured. An eastbound car stopped at the car barn in Dover, about fifty feet from the signal. The motorman went forward, threw the signal, then entered the car barn to get a headlight for the car. On returning to the car, the motorman started same without waiting for bell from the conductor, as the car was already twenty minutes late. The conductor upon calling out regarding the signal, was informed by one of the shop mechanics standing nearby that it was all right, as he had fixed it himself. It was reported by the Inspector that, after the motorman had gone for the headlight, the mechanic referred to, thinking to save time for the motorman, and not knowing the signal had already been thrown to hold back westbound car, went out to the box and threw the signal, which was the reverse of the position in which the motorman had already set it. When the motorman first threw the signal, he so placed it that he

would have been held back, due to the approach of a car from the east. When the motorman returned to his car he noticed that the signal light was out, which indicated that it was safe for him to proceed. At the end of the car barn there is a curve, and the corner of the barn interferes with a clear view beyond it to the eastward. The eastbound car had attained a speed of about fifteen miles an hour as it passed around the curve, where it collided with the westbound car. The motorman of the westbound car, from a point further up the line, had a full view of the tracks at the barn, and knew that a car should pass him, and in preparation for taking a switch he had slowed down to a speed not greater than four miles per hour. The motorman and conductor of the westbound car had stepped off just as the collision occurred.

It was recommended by the Board that an order be issued by the company directing attention of conductors and motormen to the necessity of always operating signals themselves, and never, under any pretext, allow anyone else to do it for them; that a sign be placed at each signal box warning all unauthorized persons from interference with the same; that in the completion of the additions to the present line where signals are necessary a type be installed so designed as to prevent interference by all unauthorized persons.

NORTH JERSEY RAPID TRANSIT COMPANY—Head-on Collision —July 23, 1911—Glen Rock.

Car No. 20 left Paterson at 2:29 P. M. and passed Glen Rock siding on time. As it was proceeding toward Ridgewood, two hundred and twenty-five feet north of Prospect street, it collided with Car No. 12. The fronts of both cars were completely demolished. The superintendent of the company, acting as motorman of car No. 20, and conductor of car No. 12 were fatally injured. Twenty-five passengers on car No. 20 were more or less injured. It was reported that there had been some derangement of signal light, caused by a severe electric storm. This trouble had been reported by telephone to the car barn and the superintendent, in car No. 12, had gone to fix the light on the northern end of the line, and was on his way to fix the contact

at Glen Rock when the accident occurred. At the point where the collision occurred there is a four-degree curve, approximately one thousand feet long and on a 1.42% grade descending to the north; the grade south is 3%, descending to the north. The approaching cars were hidden from each other up to the point of collision by a bank of earth covered with bushes, extending up to the right of way fence on the inside of the curve.

It was recommended that all shrubbery be cleared from right of way on curves, and for at least three hundred feet on each side of curves, and that at least three feet be taken from the top of the bank on the west side of the track two hundred feet north of Prospect street, the dirt to be removed to a point as close to the right of way fence as possible; that a strict understanding and observance of running rules be enforced.

TRENTON AND MERCER COUNTY TRACTION CORPORATION—Car ran into open draw—September 21, 1911—Trenton.

As car No. 256, on the Prospect street line of the Trenton and Mercer County Traction Corporation, was returning to Trenton on its regular trip from Cadwalader Park it ran into an open draw of the Delaware and Raritan Canal, at Prospect street. This car had reached the railroad bridge over Prospect street, which is at the top of a three per cent. grade. It is the custom of motormen to shut off power and drift down this grade, keeping the car under control and coming to a full stop twenty-five feet north of the drawbridge. When the draw is opened a red flag by day and a red lantern by night are placed between the tracks twenty feet north of the canal. The accident occurred at 7:08 P. M. When the motorman got to the top of the grade he saw the red lantern displayed and shut off power. When he felt the wheels slipping on track, which was wet from a recent rain, he reversed control, but this did not check the momentum of the car. The car was equipped with sand apparatus, but there was no sand in the boxes. The canal is very narrow at the draw. The car was a long one and the rear end stayed on the north side of the canal above the bank. There were seventeen passengers on the car and all were helped off by the conductor.

The motorman was plunged under water in the forward end of the car, opened the side door and swam to the bank. The car was removed by ten o'clock the following morning and traffic was resumed.

It was recommended that a derail switch be placed in south-bound track at least one hundred feet north of the canal; that all cars be immediately provided with sand and kept provided with the same.

CAUSES OF ACCIDENTS.

The causes of the accidents which occurred from December 1st, 1910, to December 1st, 1911, were as follows:

	Killed.	*Injured.*
Collisions—		
Passengers,	2	38
Employees,	5	51
Others,	3	7
Crossing Track at Highway—		
Employees,	..	2
Others,	23	77
Derailments—		
Passengers,	8	98
Employees,	6	11
Others,	..	6
At Bridges and Tunnels—		
Employees,	3	14
Others,	2	2
Struck by Locomotives or Cars—		
Passengers,	8	7
Employees,	66	47
Others,	9	14
Getting On or Off Trains—		
Passengers,	4	36
Employees,	3	46
Others,	..	8
Coupling or Uncoupling Cars—		
Employees,	1	42
Others,	..	1
Other Causes—		
Passengers,	3	7
Employees,	43	239
Others,	6	21
Trespassing on Right of Way,	177	128
	372	902

The above applies to accidents upon railroads incorporated under the General Railroad Act.

Public Utilities Law.

CHAPTER 195.

AN ACT concerning public utilities; to create a Board of Public Utility Commissioners and to prescribe its duties and powers.

BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey:*

I.

Appointment of board.

1. There shall be a commission vested with the powers and duties hereinafter specified, which shall consist of three persons, citizens of this State, not under thirty years of age, who shall be appointed by the Governor, by and with the advice and consent of the Senate, and who shall constitute and be designated and known as the Board of Public Utility Commissioners.

Name.

Continuation of present board.

2. The Board of Public Utility Commissioners, as heretofore constituted, shall be the Board of Public Utility Commissioners under this act until the expiration of the term of office of each of said commissioners respectively, and at the expiration of their respective terms a successor shall be appointed for the term of six years from the date of such expiration.

Vacancies.

All vacancies, except through expiration of term, shall be filled for the unexpired term only.

Removal by Governor.

The Governor may remove any commissioner for neglect of duty or misconduct in office, giving to him a copy of the charges against him and an opportunity of being publicly heard in person or by counsel in his own defense upon not less than ten days' notice.

Salaries.

3. The members of said board shall each receive an annual compensation of seven thousand five hundred dollars, to be paid in equal monthly payments by the Treasurer of the State.

Traveling expenses paid.

4. The commissioners and secretary and other employes of said board shall be entitled to receive from the

State of New Jersey their necessary traveling expenses while traveling on the business of said board, which shall be paid on proper voucher therefor, approved by the president of said board.

Organization; assistants.

5. The board shall organize annually by the election of a president; it shall appoint a secretary, counsel and such other employes as it may deem necessary, fix their duties, compensation and terms of service.

Duties of secretary.

6. The secretary shall keep full and correct minutes of all of the transactions and proceedings of the board; perform such other duties as may be required of him, and shall be the official reporter of the proceedings of the board.

Publish findings and decisions.

7. The board shall furnish its secretary such of its findings and decisions as, in its judgment, may be of general public interest; the secretary shall compile the same for the purpose of publication in a series of volumes to be designated "Reports of the Board of Public Utility Commissioners of the State of New Jersey," which shall be published in such form and manner as may be best adapted for public information and use, and such authorized publications shall be competent evidence of the reports and decisions of the commission therein contained without any further proof or authentication thereof. The contents of said reports shall not be under the supervision or control of the official State editor.

Apparatus, etc.

8. The board shall purchase such materials, apparatus and standard measuring instruments as it may deem necessary.

No connections with public utilities or government.

9. No member or employe of said board shall have any official or professional relation or connection with, or hold any stock or securities in, any public utility as herein defined, operating within the State of New Jersey, nor hold any other office of profit or trust under the government of this State or of the United States.

Office and meetings.

10. The board shall have an office in the State House, and in such other place or places as it may designate, and shall meet at such times and places within this State as it may provide by rule or otherwise, and shall be provided with all necessary furniture, stationery, maps, supplies and office appliances.

Rules.

11. The board shall have the power to make all needful rules for its government and other proceedings not

inconsistent with this act, and shall have and adopt a common seal.

Total expenses.

12. The total expenses of the board, including salaries, shall not exceed one hundred thousand dollars per annum.

Single member may take testimony.

13. The members of the board are hereby empowered to sit singly for the purpose of taking testimony in any proceeding. A majority vote of the board shall be necessary to the making of any order.

Annual report.

14. The board shall report annually, on or before the first day of January, to the Governor, making such recommendations as it may deem proper, which report shall be laid before the next succeeding Legislature.

Extent of supervision.

15. The board shall have general supervision and regulation of, jurisdiction and control over, all public utilities, and also over their property, property rights, equipment, facilities and franchises so far as may be necessary for the purpose of carrying out the provisions of this act. The term "public utility" is hereby defined to include every individual, co-partnership, association, corporation or joint stock company, their lessees, trustees or receivers appointed by any court whatsoever, that now or hereafter may own, operate, manage or control within the State of New Jersey any steam railroad, street railway, traction railway, canal, express, subway, pipe line, gas, electric light, heat, power, water, oil, sewer, telephone, telegraph system, plant or equipment for public use, under privileges granted or hereafter to be granted by the State of New Jersey or by any political subdivision thereof.

"Public utility" defined.

II.

Powers of board. Investigations.

16. The board shall have power:

(a) To investigate, upon its own initiative, or upon complaint in writing, any matter concerning any public utility as herein defined.

Appraise and value property.

(b) From time to time to appraise and value the property of any public utility as herein defined, whenever in the judgment of said board it shall be necessary so to do, for the purpose of carrying out any of the provisions of this act, and in making such valuation the board may have access to and use any books, documents or records in the possession of any department or board of the State or any political subdivision thereof.

Fix rates.

(c) After hearing, upon notice, by order in writing, to fix just and reasonable individual rates, joint rates, tolls, charges or schedules thereof, as well as commutation, mileage and other special rates which shall be imposed, observed and followed thereafter by any public utility as herein defined, whenever the board shall determine any existing individual rate, joint rate, toll, charge or schedule thereof or commutation, mileage, or other special rate to be unjust, unreasonable, insufficient or unjustly discriminatory or preferential.

Schedule of rates to be filed.

(d) To require every public utility as herein defined to file with it complete schedules of every classification employed and of every individual or joint rate, toll, fare or charge made, charged or exacted by it for any product supplied or service rendered within this State, as specified in such requirement.

Classification, service, etc.

(e) After hearing, by order in writing, to fix just and reasonable standards, classifications, regulations, practices, measurements or service to be furnished, imposed, observed, and followed thereafter by any public utility as herein defined.

Standards for electric service, etc.

(f) After hearing, by order in writing, to ascertain and fix adequate and serviceable standards for the measurement of quantity, quality, pressure, initial voltage or other condition pertaining to the supply of the product or service rendered by any public utility as herein defined, and to prescribe reasonable regulations for examination and test of such product or service and for the measurement thereof.

Meters.

(g) After hearing, by order in writing, to establish reasonable rules, regulations, specifications and standards, to secure the accuracy of all meters and appliances for measurements.

Test appliances.

(h) To provide for the examination any test of any and all appliances used for the measuring of any product or service of a public utility as herein defined.

Right to enter premises.

(i) By its agents, experts or examiners, to enter upon any premises occupied by any public utility as herein defined, for the purpose of making the examinations and tests provided for in this act and to set up and use on such premises any apparatus and appliances necessary therefor.

Fees for making tests.

(j) To fix the fees to be paid by any consumer or user of any product or service of a public utility as

herein defined, who may apply to said board for such examination or test to be made, and any consumer or user may have any such appliance tested upon the payment of the fees fixed by the board, which fees shall be repaid to the consumer or user if the appliance be found defective or incorrect to the disadvantage of the consumer or user, and in that event, paid by the public utility.

Junction points and connections.

(k) After hearing, upon notice, by order in writing, to direct any railroad or street railway company to establish and maintain at any junction or point of connection or intersection with any other line of said road, or with any line of any other railroad, street railway, or traction company, such just and reasonable connections as shall be necessary to promote the convenience of shippers of property, or of passengers, and in like manner to direct any railroad, street railway or traction company engaged in carrying merchandise to construct, maintain and operate, upon reasonable terms, a switch connection with any private side-track, which may be constructed by any shipper to connect with the railroad or street railway where, in the judgment of the board, such connection is reasonable and practicable, and can be put in with safety, and will furnish sufficient business to justify the construction and maintenance of the same.

Connections with private sidings.

Gauges.

(l) To permit any street railway or traction company to change its existing gauge to standard steam railroad gauge, upon such terms and conditions as said board shall prescribe.

Additional powers.

17. The board shall have power, after hearing, upon notice, by order in writing, to require every public utility as herein defined:

Compel compliance with laws and charter.

(a) To comply with the laws of this State and any municipal ordinance relating thereto and to conform to the duties imposed upon it thereby or by the provisions of its own charter, whether obtained under any general or special law of this State.

Proper service.

(b) To furnish safe, adequate and proper service and to keep and maintain its property and equipment in such condition as to enable it to do so.

Extensions.

(c) To establish, construct, maintain and operate any reasonable extension of its existing facilities, where, in the judgment of said board such extension is

reasonable and practicable and will furnish sufficient business to justify the construction and maintenance of the same, and when the financial condition of the said public utility reasonably warrants the original expenditure required in making and operating such extension.

System of accounts.

(d) To keep its books, records and accounts so as to afford an intelligent understanding of the conduct of its business and to that end to require every such public utility of the same class to adopt a uniform system of accounting. Such system shall conform, in so far as in the judgment of the board is practicable, to any system adopted or approved by the inter-state commerce commission of the United States of America.

Annual reports.

(e) To furnish annually a detailed report of finances and operations, in such form and containing such matters as the board may from time to time by order prescribe.

Depreciation account.

(f) To carry, whenever in the judgment of the board it may reasonably be required, for the protection of stockholders, bondholders or creditors, a proper and adequate depreciation account in accordance with such rules, regulations and forms of account as the board may prescribe.

Fix rates of depreciation.

The board shall from time to time ascertain and determine, and by order in writing after hearing fix proper and adequate rates of depreciation of the property of each public utility, in accordance with such regulations or classifications, which rates shall be sufficient to provide the amounts required over and above the expense of maintenance to keep such property in a state of efficiency corresponding to the progress of the industry.

Depreciation fund.

Each public utility shall conform its depreciation accounts to the rates so ascertained, determined and fixed, and shall set aside the moneys so provided for out of earnings and carry the same in a depreciation fund. The income from investments of moneys in such fund shall likewise be carried in such fund. This fund shall not be extended otherwise than for depreciation, improvements, new constructions, extensions or additions to the property of such public utility.

Notice of accidents.

(g) To give such notice to the board as the board may by rule require of any and all accidents which may occur within this State upon the property of any public utility as herein defined or directly or indirectly arising

from or connected with its maintenance or operation, and to investigate any such accident and to make such order or recommendation with respect thereto as in its judgment may be just and reasonable.

Increase in rates.

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

Burden of proof.

May order suspension of increase.

III.

Prohibitions.

18. No public utility as herein defined shall:

Unjust discriminations.

(a) Make, impose or exact any unjust or unreasonable, unjustly discriminatory or unduly preferential individual or joint rate, commutation rate, mileage and other special rate, toll, fare, charge or schedule for any product or service supplied or rendered by it within this State.

Unfair classifications.

(b) Adopt or impose any unjust or unreasonable classification in the making or as the basis of any individual or joint rate, toll, fare, charge or schedule for any product or service rendered by it within this State.

Unjust regulations or service.

(c) Adopt, maintain or enforce any regulation, practice or measurement which shall be unjust, unreasonable, unduly preferential, arbitrarily or unjustly discriminatory or otherwise in violation of law; nor shall any public utility as herein defined provide or maintain any service that is unsafe, improper or inadequate, or withhold or refuse any service which can reasonably be demanded and furnished when ordered by said board.

Undue preference.

(d) Make or give, directly or indirectly, any undue or unreasonable preference or advantage to any person

or corporation or to any locality or to any particular description of traffic in any respect whatsoever, or subject any particular person or corporation or locality or any particular description of traffic to any prejudice or disadvantage in any respect whatsoever.

Extension of indebtedness unless approved.

(e) Hereafter issue any stocks, stock certificates, bonds or other evidences of indebtedness payable in more than one year from the date thereof until it shall have first obtained authority from the board for such proposed issue. It shall be the duty of the board, after hearing, to approve of any such proposed issue maturing in more than one year from the date thereof, when satisfied that the same is to be made in accordance with law and the purpose of such issue be approved by said board.

Capitalize franchises, contracts, etc.

(f) Capitalize any franchise to be a corporation; capitalize any franchise in excess of the amount (exclusive of any tax or annual charge) actually paid to the State or any political subdivision thereof as the consideration of such franchise; capitalize any contract for consolidation, merger or lease; issue any bonds or other evidence of indebtedness against or as a lien upon any contract for consolidation, merger or lease; *provided, however,* that the provisions of this section shall not prevent the issuance of stock, bonds or other evidence of indebtedness subject to the approval of said board by any lawfully merged or consolidated public utilities not in contravention of the provisions of this section.

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No gratuities to officials.

(g) Hereafter give, grant or bestow upon any local, municipal or county official any discrimination, gratuity or free service whatsoever, but nothing herein contained shall prevent the entry into any public conveyance or in or upon the property of any such public utility as herein defined of any such official in the pursuit of his public duties in connection with the particular conveyance or property so entered by him, upon exhibiting his authority so to do.

No sales, leases, mortgages, except when approved.

(h) Without the approval of the board sell, lease, mortgage, or otherwise dispose of or encumber its property, franchises, privileges or rights, or any part thereof; nor merge or consolidate its property, franchises, privileges or rights, or any part thereof, with that of any other public utility as herein defined. Every sale, lease, mortgage, disposition, encumbrance, merger

or consolidation made in violation of any of the provisions hereof shall be void and of no effect. Nothing herein contained shall be construed in any wise to prevent the sale, lease or other disposition by any public utility as herein defined of any of its property in the ordinary course of its business.

Transfer of stock to other companies.

19. No public utility as herein defined incorporated under the laws of this State shall sell, nor shall any such public utility make or permit to be made upon its books any transfer of any share or shares of its capital stock, to any other public utility as herein defined, unless authorized to do so by the board. Nor shall any public utility as herein defined incorporated under the laws of this State sell any share or shares of its capital stock or make or permit any transfer thereof to be made upon its books, to any corporation, domestic or foreign, result of which sale or transfer in itself or in connection with other previous sales or transfers shall be to vest in such corporation a majority in interest of the outstanding capital stock of such public utility corporation unless authorized to do so by the board. Every assignment, transfer, contract or agreement for assignment or transfer by or through any person or corporation to any corporation in violation of any of the provisions hereof shall be void and of no effect, and no such transfer shall be made on the books of any public utility corporation. Nothing herein contained shall be construed to prevent the holding of stock heretofore lawfully acquired.

Transfers not authorized void.

Not abandon stations without approval.

20. No railroad company shall, without first obtaining the approval of the board, abandon any railroad station or stop the sale of passenger tickets, or cease to maintain an agent to receive and discharge freight at any station now or hereafter established in this State, at which passenger tickets are now or may hereafter be regularly sold, or at which such agent is now or may hereafter be maintained.

Grade crossings.

21. No highway shall be constructed across the tracks of any railroad company at grade, nor shall the tracks of any railroad company, street railway or traction company be laid across any highway, so as to make a new crossing at grade, nor shall the tracks of any railroad or street railway or traction company be laid across the tracks of any other railroad or street railway or traction company without first obtaining therefor permission

Proviso.

from the board; *provided, however,* that this section shall not apply to the replacement of lawfully existing tracks.

Protection at grade crossings.

22. Whenever it appears to the board that a public highway and a railroad cross one another, or that a public highway and a street railway cross one another, or that a railroad and a street railway cross one another at the same level, and that conditions at such grade crossing make it necessary for the protection of the traveling public at such grade crossing that gates be erected or that some other reasonable provision for the protection of the traveling public at such grade crossing should be adopted, the board may order and direct such railroad company or such street railway company, or either or both of them, to install such protective device or devices or adopt such other reasonable provision for the protection of the traveling public at such crossing as in the discretion of the board shall be necessary.

List and duties of officials filed with commission.

23. Said board shall have power to require every public utility as herein defined to file with the board a statement in writing, verified by the oaths of the president and secretary thereof, respectively, setting forth the name, title of office or position and post-office address, and the authority, power and duties of every officer, member of the board of directors, trustees, executive committee, superintendent, chief or head of construction and operation, or department, division or line of construction and operation thereof, in such form as to disclose the source and origin of each administrative act, rule, decision, order or other action of the corporation, and shall, within ten days after any change is made in the title of, or authority, powers or duties appertaining to any such office or position, or the person holding the same, file with the board a like statement, verified in like manner, setting forth such change.

Grants made by municipalities subject to approval.

24. No privilege or franchise hereafter granted to any public utility as herein defined, by any political sub-division of this State, shall be valid until approved by said board, such approval to be given when, after hearing, said board determines that such privilege or franchise is necessary and proper for the public convenience and properly conserves the public interests, and the board shall have power in so approving to impose such conditions as to construction, equipment, maintenance,

service or operation as the public convenience and interests may reasonably require.

Accounts.

25. Every municipality operating any form of public utility service shall keep the accounts thereof in the manner prescribed by the board for the accounting of similar public utilities, and shall file with said board such statements thereof as it may be directed so to do by said board.

IV.

Rules for hearings.

26. All hearings and investigations before the board or any member thereof shall be governed by rules adopted by the board, and in the conduct thereof neither the board nor such member shall be bound by the technical rules of legal evidence.

Witnesses, production of records, etc.

27. The board shall have power to compel the attendance of witnesses and the production of tariffs, contracts, papers, books, accounts and all other documents, and any member of the board shall have power to administer oaths to all witnesses who may be called before the board or any member thereof. Subpoenas issued by the board shall be signed by one of the members thereof and by the secretary, and may be served by any person of full age. The fees of witnesses required to attend before the board shall be one dollar for each day's attendance and three cents for every mile of travel, by the nearest generally traveled route, in going to and from the place where the attendance of the witness is required, such fees to be paid when the witness is excused from further attendance, and the disbursements made in payment of such fees shall be audited and paid in the same manner provided for the payment of expenses of the board; *provided, however,* that no witness subpœnaed at the instance of parties other than the board shall be entitled to compensation from the State for attendance or travel, unless the board shall certify that his testimony was material to the matter investigated. If a person subpœned to attend before the board, or a member thereof, fails to obey the command of such subpœna without reasonable cause, or if a person in attendance before the board, or a member thereof, refuses, without lawful cause, to be examined or to answer a legal or pertinent question, or to produce a book or paper, when ordered

Subpœnas.

Witness fees and expenses.

Proviso.

Procedure when failure to obey subpœna or testify.

so to do by the board, or any member thereof, the board or such member thereof may apply to the Supreme Court or any justice thereof, who shall have the power of the court for that purpose, upon proof, by affidavit of the facts, for an order returnable in not less than two nor more than ten days, directing such person to show cause before the court, or the justice thereof who made the order, or to any other justice, why he should not comply with the subpœna or order of the board; upon the return of such order the court or justice before whom the matter shall come on for hearing, shall examine under oath such person whose testimony may be relevant, and such person shall be given an opportunity to be heard, and if the court or justice shall determine that such person refused without legal excuse to obey the command of such subpœna, or to be examined, or to answer a legal or pertinent question, or to produce a book or a paper which he was ordered to produce, said court or justice may order said person to comply forthwith with the subpœna or order of the board, and any failure to obey such order of the court or justice may be punished by said court or justice as a contempt of said Supreme Court.

Hearing.

Depositions.

28. The board may, in any investigation or hearing, by its order in writing, cause the depositions of witnesses residing within or without the State to be taken in such manner as it may, by rule, prescribe.

Not excused from testifying on ground of incrimination.

29. No person shall be excused from testifying or from producing any book, document or paper in any investigation or inquiry by or upon the hearing before said board or any member thereof, when ordered so to do by the board or any member thereof, upon the ground that the testimony or evidence, book, document or paper required of him may tend to incriminate him or subject him to penalty or forfeiture, but no person shall be prosecuted, punished or subjected to any penalty or forfeiture for or on account of any act, transaction, matter or thing concerning which he shall, under oath, have testified or produced documentary evidence; *provided, however,* that no person so testifying shall be exempt from prosecution or punishment for any perjury committed by him in his testimony. Nothing herein contained is intended to give, or shall be construed in

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No immunity.

any manner giving, to any corporation immunity of any kind. No member or employe of the board shall be required to give testimony in any civil suit to which the board is not a party, with regard to information obtained by him in the discharge of his official duty.

Certified copies of records valid as evidence.

30. Copies of all official documents and orders filed or deposited in the office of the board, certified by a member of the board, or by the secretary to be true copies of the originals, under the official seal of the board, shall be evidence in like manner as the originals in all courts of this State, and the board may charge and collect for such copies ten cents for each folio; the fees so collected shall be paid into the treasury of the State.

Re-hearings.

31. The board, at any time, may order a re-hearing and extend, revoke or modify any order made by it.

Service of orders.

32. Every order made by the board shall be served upon the person or public utility, as herein defined, affected thereby, within ten days from the time said order is filed, by personally delivering or by mailing a certified copy thereof, in a sealed package, with postage prepaid, to the person to be affected thereby, or in case of a public utility, to any officer or agent thereof, upon whom a summons may be served in accordance with the provisions of the law of this State. All orders of the board to continue service or rates in effect at the time said order is made shall be immediately operative; all other orders shall become effective upon the date specified therein, which shall be at least twenty days after the date of said order.

When orders effective.

Penalty.

33. In default of compliance with any order of the board when the same shall become effective the person or public utility affected thereby shall be subject to a penalty of one hundred dollars per day for every day during which such default continues, to be recovered in an action of debt in the name of the State, and observance of the orders of the board may be enforced by mandamus or injunction in appropriate cases, or by suit in equity to compel the specific performance of the order or orders so made, or of the duties imposed by law upon such public utility.

Performing acts prohibited a misdemeanor.

34. Any person who shall knowingly and willfully perform, commit or do, or participate in performing, committing or doing, or who shall knowingly and willfully cause, participate or join with others in causing

any public utility corporation or company to do, perform or commit, or who shall advise, solicit, persuade, or knowingly and willfully instruct, direct or order any officer, agent or employe of any public utility corporation or company to perform, commit or do any act or thing forbidden or prohibited by this act, shall be guilty of a misdemeanor.

Failure or neglect to perform duties.

35. Any person who shall knowingly and willfully neglect, fail or omit to do or perform, or who shall knowingly and willfully cause or join or participate with others in causing any public utility corporation or company to neglect, fail or omit to do or perform, or who shall advise, solicit or persuade, or knowingly and willfully instruct, direct or order any officer, agent or employe of any public utility corporation or company tc neglect, fail or omit to do any act or thing required to be done by this act shall be guilty of a misdemeanor.

Utilities acting unlawfully; penalty.

36. Any public utility corporation which shall perform, commit or do any act or thing hereby prohibited or forbidden, or which shall neglect, fail or omit to do or perform any act or thing hereby required to be done or performed by it, shall be guilty of a misdemeanor.

Rights preserved.

37. This act shall not have the effect to release or waive any right of action by the board or by any person for any right, penalty or forfeiture which may have arisen or which may arise, under any of the laws of this State, and any penalty or forfeiture enforceable under this act shall not be a bar to or affect a recovery for a right, or affect or bar any indictment against any public utility as herein defined, or person or persons operating such public utility, its officers, directors, agents or employes.

Orders reviewable.

38. Any order made by the board may be reviewed on the application of any person or public utility affected thereby, by certiorari in appropriate cases, or by petition, to the Supreme Court of the State of New Jersey, within thirty days from the date upon which such order becomes effective, as herein provided; said petition shall be filed with the clerk of the Supreme Court and a copy thereof served upon the secretary of the board either personally or by leaving same at the office of said board in the city of Trenton. The Supreme Court is hereby given jurisdiction to review said order of the board, and to set aside such order when it clearly ap-

Jurisdiction of Supreme Court.

pears that there was no evidence before the board to support reasonably such order, or that the same was without the jurisdiction of the board. The evidence presented to the board, together with the finding of the board and any order issued thereon shall be certified by the board to the Supreme Court. The procedure for review, except as herein provided, shall be prescribed by rules of the Supreme Court.

Effect of writs.

39. The allowance of a writ of certiorari or the institution of any proceeding to review any order of the board by the Supreme Court as aforesaid, shall in no case supersede or stay the order of the board, unless the Supreme Court, or a justice thereof, shall so direct, and the appellant may be required by the Supreme Court or a justice thereof, to give bond in such form and of such amount as the Supreme Court, or the justice thereof allowing the stay, shall require.

Proceedings to have preference.

40. Any proceeding in any court of this State directly affecting an order of the board or to which the board is a party, shall have preference over all other civil proceedings pending in such court.

As to passes.

41. Nothing in this act shall be construed to prevent the issue by any steam railroad, street railway, traction, canal, express, telephone or telegraph companies or other common carriers, of free passes or franks to their employes, officers, agents, surgeons, physicians, attorneys at law, and their families, and the interchange between said public utilities and common carriers, of passes or franks for their employes, officers, agents, surgeons, physicians, attorneys at law, and their families.

Constitutionality of sections.

42. If, for any reason, any section or provision of this act shall be questioned in any court, and shall be held to be unconstitutional or invalid, no other section or provision of this act shall be affected thereby.

Effective.

43. All acts or parts of acts inconsistent herewith are hereby repealed, and this act shall take effect on the first day of May, Anno Domini one thouasnd nine hundred and eleven.

Approved April 21, 1911.

RULES.

SESSIONS.

1. Sessions of the Board for receiving, considering and acting upon petitions, applications and other communications, and disposing of any business other than the hearing of contested cases, will be held at the rooms of the Board at the State House, in the city of Trenton, each Tuesday at eleven o'clock in the morning.

2. Sessions of the Board for the hearing of contested cases will be held on such days, at such hours, and at such places as the Board may from time to time designate.

3. Special sessions of the Board shall be called by the President of his own initiative, or on the request of any member of the Board. One day's notice by telegraph or telephone shall be given of such special sessions, and these may be called to be held at the rooms of the Board, either in the city of Trenton or the city of Newark.

COMPLAINTS, APPLICATIONS, ETC.

4. All complaints and applications under the statute must be by petition and set forth concisely the facts upon which the complaint or application is based. The name and address of the petitioner and that of the attorney or counsel of the petitioner, if any, must appear upon the petition; the name of the corporation, association or company complained of, or to whom an order or recommendation is sought (hereinafter designated respondent) must be set forth in such petition.

5. Every petitioner must file with the Board the original of the petition, and in addition thereto as many copies thereof as there may be respondents.

PETITIONS UNDER LAWS 1911, CHAP. 195, SEC. 24.

6. Petitions for approval under Section 24 of Chapter 195 of the Laws of 1911 must be accompanied by a copy of the ordi-

nance, resolution or motion granting the privilege or franchise, approval of which is applied for, and of all proceedings of the municipality relating thereto and resulting in the passage thereof.

ANSWERS.

7. Unless the Board shall specifically otherwise direct, answers to petitions must be filed within ten days after the day on which a copy of the petition is mailed by the Secretary of the Board. The day of the mailing of the copy of the petition shall be set forth in the communication accompanying such copy.

8. The Board may in any case require the answer to be filed within a shorter time or extend the time for the filing thereof.

Every answer must specifically admit or deny the material allegations of the petition, and set forth briefly the facts which will be relied upon to meet the allegations of the petition. A duplicate copy for service on the petitioner must accompany every answer.

9. A respondent who deems a petition insufficient upon its face to require answer to the facts alleged therein may, within seven days after the mailing of a copy of the petition, as provided for in these rules, file an application to dismiss the petition. Such application shall set forth briefly, but specifically, the grounds upon which the respondent relies for the dismissal of the petition, and must be accompanied by a duplicate copy.

10. When a respondent files such application the facts stated in the petition will be taken as admitted, but for the purposes of the application only.

11. An answer, however, will not be taken as an admission of the sufficiency of the petition to which it is interposed, but a petition to dismiss for insufficiency may be made at the hearing.

SERVICE OF PAPERS, ETC.

12. The Secretary of the Board will lay before the Board all petitions, answers and applications to dismiss petitions. He will, upon their acceptance by the Board, mail to each respondent a copy of the petition, and to the petitioner a copy of the answer or application to dismiss a petition.

Where any party to a proceeding before the Board has appeared by attorney, service of any paper in the proceeding upon such attorney shall be deemed proper service upon the parties.

AMENDMENTS.

13. Amendments to any petition or answer may be allowed by the Board in its discretion upon the application of the party filing the same.

HEARINGS.

14. On issue joined by the filing of a petition and answer thereto, or application for dismissal thereof, the Board will assign a time and place for hearing, which will be at its rooms in the State House, in the city of Trenton, unless otherwise ordered.

15. Witnesses will be examined orally before the Board, unless the facts be agreed upon as provided for in these rules.

16. The petitioner must establish the material facts alleged in the petition unless the respondent admits the same, or fails to answer the petition.

17. The respondent must prove the material facts alleged in the answer unless admited by the petitioner, and must fully disclose the defense at the hearing.

18. In case of failure to answer, the Board will take such proof of the facts as may be deemed proper and reasonable and make such order or recommendation thereon as the circumstances appear to require.

STIPULATIONS.

19. The parties to any proceeding before the Board may, by stipulation in writing, filed with the Secretary, agree upon the facts, or any part thereof, involved in the controversy, which stipulation shall be regarded and used as evidence on the hearing.

SUBPOENAS.

20. Subpœnas requiring the attendance of witnesses will be issued, upon the application of either party to the Secretary, or upon the order of the Board.

21. Subpœnas for the production of books, papers or documents (unless directed to be issued by the Board upon its own motion) will only be issued upon application in writing. When it is sought to compel a witness not a party to the proceeding to produce such documentary evidence, the application must be sworn to and must specify, as nearly as may be, the books, papers or documents desired; that the same are in the possession of the witness or under his control; and must also, by facts stated, show that they contain material facts necessary to the application.

Applications to compel a party to the proceeding to produce books, papers or documents need only set forth in a general way the books, papers or documents desired to be produced and that the applicant believes they will be of service in the determination of the case.

COMPLIANCE WITH ORDERS AND RECOMMENDATIONS.

22. Upon the issuance of an order by the Board under the statute, the corporation, association or company to which the same is directed must promptly, upon compliance with the requirements of such order, notify the Secretary that action has been taken in conformity therewith.

Upon the making of any recommendation by the Board, the corporation, association or company to which the same is made must, within five days after the making of the recommendation, notify the Secretary of its acceptance or rejection thereof.

Failure to comply with this rule will be deemed a rejection of the recommendation.

INFORMATION TO PARTIES.

23. The Secretary of the Board will, upon request, advise as to the form of petition, answer or other paper necessary to be filed in any case, and furnish such information from the files of the Board as will conduce to a full presentation of the facts material to the controversy.

ADDRESS TO THE COMMISSION.

24. All petitions, answers and other papers in any proceeding or applications in relation to any proceeding shall be addressed to the Board at its rooms, in the State House, in the city of Trenton, unless otherwise specifically directed.

STANDARDS FOR GAS SERVICE.

In the Matter of Establishing Standards and Regulations to be Followed by Utilities Engaged in the Production, Sale and Distribution of Gas. } ORDER.

After due hearing, the Board of Public Utility Commissioners hereby ascertains and fixes the following rules as establishing adequate and serviceable standards and just and reasonable regulations, and hereby

ORDERS that the same shall be observed and followed by each of the several companies engaged in the production, sale and distribution of gas in this State.

This order shall become effective November fifteenth, nineteen hundred and eleven.

Dated October 17th, 1911.

RULE I.

A meter may be considered correct if, when passing gas at the rate of six cubic feet per hour, per light capacity, it shows, in comparison with a standard gas prover, an error which is not greater than two per cent.

RULE II.

No gas company shall allow a gas meter to remain in service for a period longer than six years without checking it for accuracy and readjusting it if found to be inaccurate.

RULE III.

Each company shall keep a record of tests made on meters before installation and upon receiving them from the services. The original of such record shall be kept in the meter shop, and available for examination at any time by the inspectors of the

Board. A report shall be made up from such record book, giving a summary of records and sent to the office of the Board at stated periods. Each company having over 500 meters shall report monthly; each company having less than 500 meters shall report quarterly. Blank forms will be furnished by the Board on which reports are to be made.

RULE IV.

Each gas company shall provide itself with equipment necessary for testing meters, such equipment to consist of a standard meter prover with suitable accessories. Each prover will be inspected by the Board and furnished with an inspection tag or plate. After January 1st, 1912, tests made with an uncertified prover shall not be deemed authoritative. Provers will be set up permanently in the location where they are to be used, and will be tested by an Inspector of the Board, using a standard cubic foot bottle which has been previously calibrated and certified by the National Bureau of Standards at Washington.

RULE V.

Each gas company shall, without charge, make a test of the accuracy of a meter upon request of a consumer, provided such consumer does not make a request for test more frequently than once in six months. A report giving the results of such tests shall be made to the consumer, and a complete record of such tests shall be kept on file in the office of the company.

RULE VI.

Upon formal application by any consumer to the Board of Public Utility Commissioners, a test shall be made of the consumer's meter by an inspector employed by the Board, such test to be made as soon as practicable after receipt of the application. For such test a fee of one dollar ($1.00) shall be paid by the consumer, at the time application is made for the test, this fee to be retained if the meter is found to be slow or correct, within the allowable limits. If the meter is found to be fast beyond the allowable limits the fee of one dollar ($1.00) will be returned

to the consumer and collected from the company owning the meter. Each meter to be so tested is to be removed and will be tested by an inspector of the Board using the nearest certified prover. In certain cases tests will be made with a portable test meter. In cases of dispute, however, as to the accuracy of such meter, the test made with the prover shall be considered the correct one.

RULE VII.

Meter dials shall read directly in cubic feet of gas, and bills rendered periodically by the company shall designate the readings of the meter at the beginning and end of the time for which the bill is rendered, and give the dates at which the readings were taken; bills shall also show the gross amount charged and the net amount after deducting any rebate, if any, allowed for prompt payment. Where prepayment meters are in use, the meter reader, at the time of reading same, shall leave with the customer a slip showing the reading as well as the amount of money which has been collected from the meter.

RULE VIII.

No company shall make any charge for changing a meter found defective or where test is to be made; and no charge shall be made for changing a meter of one type for a meter of another type unless the first meter referred to has been in use less than one year, in which case a charge, which in no case shall exceed $1.00, may be made to cover the actual expense of making the change.

RULE IX.

The company furnishing gas which, within a one-mile radius from the distribution center, gives a monthly average total heating value of not less than 600 B. T. U., with a minimum which shall never fall below 550 B. T. U., may be considered as giving adequate service as far as the heating value of the gas is concerned.

RULE X.

Each gas company whose output exceeds twenty million cubic feet a year shall equip itself with a standard calorimeter outfit, constructed and calibrated as approved by the National Bureau

of Standards, with which periodic tests upon the gas shall be made. A record of these tests shall be made and kept on file in the office of the company.

RULE XI.

Gas pressure, as measured at meter inlets, shall never be less than one and one-half (1½) inches nor more than six (6) inches of water pressure; and the daily variation of pressure at the inlet of any one meter on the system shall never be greater than one hundred per cent. of the minimum pressure.

RULE XII.

Each company shall make frequent measurements of the pressure and pressure variations, and these shall be kept on file in the office of the company.

RULE XIII.

In no case shall the gas contain more than thirty grains of total sulphur per 100 cubic feet, and not more than a trace of sulphur as sulphuretted hydrogen.

RULE XIV.

Each company shall keep a record of complaints, in regard to service, which shall include the name and address of the consumer, the date, the nature of the complaint, and the remedy.

RULE XV.

Each company supplying gas shall inform each of its customers where peculiar or unusual conditions prevail, as to the conditions under which efficient and satisfactory service may be secured from its system.

RULE XVI.

Each company supplying gas shall adopt some method to inform its customers as to the reading of meters, either by printing on bills a description of the method of reading meters, or a notice to the effect that the methods will be readily explained on application. It is recommended that an exhibition meter be kept on display in each commercial office maintained by a gas company.