a mile. It adds, also, an entirely new tax of 10 per cent. on the gross income per mile of union station and depot companies whose earnings are in excess of $20,000 per mile.

The Supreme Court of Minnesota has declared the Public Warehouse law of 1895 unconstitutional. The law provided that every public warehouse other than those used for storage of grain should secure licenses from the government within 30 days after the passage of the act, and that all railroad companies should be required to turn over to the warehouse companies all goods which had been in their possession uncalled for 20 days or more. The storage company was to pay the transportation charges and take a lien upon the goods for the amount. The Chicago, Milwaukee & St. Paul, the Great Northern and the Chicago Great Western contested the law.

The United States District Court in Ohio, on petition of the Pennsylvania Company, has enjoined the municipal officers of Lima, O., against issuing or selling $98,000 of bonds for the purchase of grounds, machinery or shops for any railroad company, or giving any portion of said bonds or the proceeds thereof to any railroad company. The case will be heard June 26. It appears that the city voted the sum named for the purpose of securing the Lima Northern shops and to aid the Cincinnati, Hamilton & Dayton to the extent of $33,000 in a similar manner. The bonds were called park bonds in order to evade the provision of the constitution forbidding grants of aid to railroad companies.

The Commerce Committee of the United States Senate will probably report the Foraker Bill with amendments this week, though Senator Chandler, a member of the Committee, has actively opposed this and all bills looking to the legalization of pooling. The Committee has made a number of amendments to the bill. One of these limits all pooling contracts to a term of four years; another provides that an order of the Commission, disapproving a pool, shall go into effect at once without appeal, and a third increases the penalty for false billing and other discriminations in rates, making a second offense punishable by imprisonment for one year It is proposed also to amend section 15 of the Interstate Commerce law so as to specifically authorize the Commission to issue an order to a railroad where rates are found unreasonable, and making it the duty of the railroad to comply with the order; but this clause would be made to apply only to matters concerning which specific complaint is made in writing.

The Purdue Railroad Lectures.

In the evening of Thursday, May 20, Mr. H. G. Prout, Editor of the *Railroad Gazette*, addressed the students of Purdue University on "The Development of the Steel Rail." This lecture was one of the course on railroad subjects which has been arranged for by the Faculty, in which course one lecture is given every two weeks.

Mr. Brazee and the "Railway Conductors' Club."

Two peculiar organizations, the "Railway Conductors' Club" and the "National Railway Protective League," were partially described in the *Railroad Gazette*, May 14, page 341. The brief account given was deemed sufficient to warn railroad officers and employees. Mr. James E. Brazee, whose name was given as one of the "governors" of the club, asks us, in justice to him, to mention that, although he was originally a member and an officer, he promptly resigned and withdrew as soon as he learned its character and real objects. Mr. Brazee is a railroad conductor and a member of the Orange County, N. Y., Board of Supervisors.

The Bridgeport Grade Crossing Matter.

The Connecticut Supreme Court in the Bridgeport Railroad improvement case holds that Connecticut municipalities have the right under legislative acts to contribute to the expense of abolishing grade crossings, and of other railroad improvements which promote public public safety. Such expense, the Court says, does not belong to the category of aid of railroad companies, which is prohibited by the state constitution, both for the reason that it relates to public safety and because such railroad improvements neither add to nor subtract from the assets of either the railroad corporation or the municipality.

The Long Island Railroad in Brooklyn.

The following gentlemen have been appointed members of the Atlantic Avenue Improvement Commission by Mayor Wurster, of Brooklyn: Eugene G. Blackford, Edw. H. Hobbs, Edward F. Linton, William E. Phillips and Walter M. Meserole, representing the city of Brooklyn, and Charles M. Pratt and William H. Baldwin, Jr., representing the Long Island Railroad Co. The first five commissioners named were the members of the old commission. Mr Pratt and Mr. Baldwin are Chairman of the Board and President, respectively, of the Long Island Railroad.

Sixteenth Street Crossing—Chicago.

In the *Railroad Gazette*, April 23, was given an outline of a plan for elevating the tracks at the Sixteenth Street Crossing, Chicago, as covered by an ordinance passed by the City Council March 9. This plan, as stated in the article referred to, was at the last moment rejected by the Chicago & Western Indiana on the ground that the terminal facilities of the Chicago & Erie, one of its tenant lines, would be seriously injured. The officials of the railroads involved have now agreed to a new plan for track elevation at this point, and in accordance with the plans which they have prepared an ordinance was presented which passed the Chicago City Council May 17. This ordinance has been signed by the Mayor and gives the railroads until June 23 to formally file their acceptances; before this time or until all the roads have formally agreed to carry out their portions of the work there is no assurance that the plan will not be rejected the same as those previously made. The new ordinance provides for the same general arrangement as that described April 23, and differs only in that the St. Charles Air Line is now required to elevate its tracks to a point 23.5 ft., instead of 22.25 ft. above City datum at Clark street, and to shift them to the south of their present location 85 ft. instead of 75 ft. The Chicago, Rock Island & Pacific and the Lake Shore & Michigan Southern are to cross the St. Charles Air Line at the new grade as before. The Atchinson, Topeka & Santa Fe is to depress its tracks 3 ft. at Clark street, instead of 4 ft., and while the Chicago & Western Indiana is required to depress at Clark street to the same point as in the former arrangement, its tracks are to be shifted but 15 ft. north of their present location, which amount will not interfere with the tracks leading to the Chicago & Erie freight house and yards situated between Fourteenth and Fifteenth streets. The general opinion of railroad officials at Chicago is that this plan will meet with the formal approval of the roads, but there are others who are very skeptical, and who do not look for active operations to commence for sometime to come.

LOCOMOTIVE BUILDING.

The Dickson Mfg. Co., of Scranton, Pa., is building one locomotive for the Buffalo & Susquehanna Railroad.

The Brooks Locomotive Works, of Dunkirk, N. Y., has received an order to build one double end side tank locomotive for the Bisai Railway of Japan.

The eighteen engines ordered by the Boston & Maine from the Manchester Locomotive Works, and referred to in our last issue, will be equipped with Nathan and Siebert lubricators, Crosby Thermostatic steam gages, French, Scott and Pickering springs, Latrobe, Midvale and Standard tires, Ashton and Star Brass safety valves, Hancock injectors, Crosby No. 5 chime whistles, packing of the U. S. Metallic Packing Co.'s style, made by the railroad, and Westinghouse outside equalized 9½-in. pumps.

The six passenger locomotives now being built by the Baldwin Locomotive Works for the Cape Government Railways of South Africa are similar to the Atlantic type passenger locomotives built for the Japan Railway Co., by the Baldwin works, and shown by us Feb. 26, page 149. The Japanese locomotive there described has four drivers coupled, a four-wheeled truck forward and a two-wheeled truck under the firebox. The firebox is wide, being extended over the rear frame. The gage is 3 ft. 6 in., and the total weight of the engine about 100,000 lbs., of which 52,000 lbs. is on the drivers. The cylinders are 16 in. × 22 in., and the drivers 56 in. diameter. The boiler is 58 in. diameter. The firebox is of copper 6 ft. long × 5 ft. wide.

CAR BUILDING.

The Michigan-Peninsular Car Co. recently received an order to build 50 furniture cars for the Chicago & Grand Trunk.

The Missouri Car and Foundry Co., of St. Louis, Mo., has received an order from the Mexico, Cuernavaca & Pacific for 50 box and two caboose cars.

It is stated that the Baltimore & Ohio Southwestern has instructed the Ohio Falls Car Mfg. Co., of Jeffersonville, Ind., to build 200 freight cars on the order for 800 which was let some time ago and afterward countermanded.

BRIDGE BUILDING.

Burks Falls, Ont.—The Armour Township Council has decided to ask tenders for building a steel bridge over the north branch of the Magnetawan River.

Catawissa, Pa.—Bids are asked until June 15 for rebuilding the bridge over the Susquehanna River at this place. Amos H. Mylin, Auditor General, Harrisburg, Pa.

Cincinnati, O.—The Commissioners of Hamilton, Clermont and Warren counties have given the contract for the bridge at Loveland to the Brackett Bridge Co., for $4,450.

Cleveland, O.—Plans for the proposed viaduct at Para street have been adopted by the Board of Control. It will extend from Para to Martin streets, and its estimated cost is $21,000. M. E. Rawson, City Engineer.

An ordinance providing for rebuilding the superstructure of the bridge over the Cuyahoga River at Center street has been passed.

Evansville, Ind.—Bids will be received until June 11 for building a bridge across Big Slough. Fred. Grote, Chairman Waterworks Trustees.

Fort Mill, S. C.—Bids will be received until June 14 for an iron bridge across the Catawba River at Harris's Ferry, York County, S. C. Plans may be seen at the office of J. M. Spratt, this place. T. G. Culp, Supervisor, York County.

Harrisburg, Pa.—Out of all the petitions for county bridges, it is probable those for bridges over Bear Creek, near Linglestown, over Rattling Creek, at Lykens, and over Weinisco Creek, at Williamstown, will be granted

Manitowoc, Wis.—The city officials have asked the Chicago & Northwestern to put a draw in its bridge across the river, and it is expected that the work will be done this summer.

Montreal, Que.—The Grand Trunk has given the contract for six spans of the superstructure of the New Victoria Bridge to the Dominion Bridge Co., Montreal. The Union Bridge Co., Athens, Pa., has the contract for about one-third of the superstructure, and the Detroit Bridge & Iron Works, Detroit, Mich., has the contract for the remaining spans. There are 24 spans in all.

Palmer, Wash.—Two steel bridges are to be built this season on the Cascade Division of the Northern Pacific near here.

Pittsburgh, Pa.—Bridge contracts have been awarded by Director Bigelow as follows: Penn avenue bridge, to Gustave Kauffman, at $13,090; Shady avenue bridge, to Shultz Bridge & Iron Co., at $13,225; South Highland avenue bridge, to Shultz Bridge & Iron Co., at $17,975; Saw Mill Run bridge, Fort Pitt Bridge Works, $3,940; viaduct, Forbes to Lain street, Fort Pitt Bridge Works, $5,270.

Port Huron, Mich.—Bids are asked until June 19 for a steel swing bridge, with swing span 220 ft. long and steel trestle approaches 231 ft. long, with 18-ft. roadway and two 6-ft. sidewalks. F. F. Rogers, City Engineer.

Roaring Creek, W. Va.—The Commissioners of the Stanton and Parkersburg Turn Pike have ordered a new steel bridge built over Roaring Creek at this place and another over Beaver Creek, near Beverly. The bridges are to replace wooden structures recently carried away by floods.

RAILROAD LAW—NOTES OF DECISIONS.

Carriage of Goods and Injuries to Property.

In Wisconsin it is held by the Supreme Court that depot grounds, not required to be fenced, prima facie include all of the right of way left unfenced between the switches and the cattle guards, on either side of the platform, including the switches and side tracks, unless they are shown to be unreasonable in extent.[1]

In California the Supreme Court decides that where a railroad receives freight for shipment under an agreement to forward it to its destination, the stipulation that its liability as carrier shall cease on delivery of the goods to the first connecting line, the contract also providing for "passenger service through," the duty of the company as forwarding agent continues till the goods arrive at their ultimate destination, and it is therefore liable for any delay caused by its failure to notify each successive connecting road of the conditions of the contract in respect to the manner of transportation.[2]

In a case in the Indian Territory the Court decides that where 224 reels of barbed wire were delivered to a carrier for shipment over several connecting steamboat and railroad lines, in an action by the consignee against the railroad company from which he received the wire, for injury thereto, on the introduction by defendant of a bill of lading issued by an intermediate carrier, showing that the wire was received by the initial carrier in good order, the burden of proof was on defendant to show that the injury occurred before it received the wire; and this though the bill of lading, after mentioning the packages, contained the phrase "contents and value unknown," and provided that no carrier should be responsible for loss or damage unless it was proved to have occurred during the time of its transit over the particular carrier's line.[3]

The wire above mentioned was delivered to carrier for shipment over several connecting steamboat and railroad lines. One of the connecting railroads issued a bill of lading acknowledging receipt from the consignor of a bill of lading issued by the initial carrier for the goods, in apparent good order, to be transported over such railroad, and delivered "in like good order" to another railroad named. The Court holds that the bill of lading issued by such railroad was an acknowledgment that the goods were delivered to the initial carrier in apparent good order.[3]

The Texas Court of Appeals holds that the association of connecting carriers, under an agreement that each shall bear the expenses of the operation of its own line, and that the gross receipts for the continuous transportation of freight, for which one rate is given, shall be divided *pro rata*, does not render them partners, and jointly liable for damages to goods on any line, where the contract of shipment limits each carrier's liability to damages occurring on its own line.[4]

In Texas it is held that failure of a railroad to communicate to its connecting line the direction that the goods are shipped in care of a certain railroad, resulting in their diversion to another route than that directed, while making it liable for injury resulting, does not, in connection with such consequent diversion, amount to a conversion, and *ipso facto* make it liable for the value of the goods.[5]

Injuries to Passengers, Employees and Strangers.

In Indiana the porter of a sleeping-car took charge of and placed together the plaintiff's baggage, including a seal-skin coat, for the purpose of taking it from the car on the arrival of the the train at plaintiff's destination. When plaintiff alighted the porter followed her with her baggage into the station. It was then discovered that the coat had disappeared, and, on returning to the car, it was not found. The car had been left in charge of the conductor. The Appellate Court holds that the facts show conclusively negligence on the part of the employees, for which the company was liable.[6]

In Tennessee the Supreme Court rules that a woman 63 years old, and crippled by a former dislocation of her hip, traveling in the caboose of a freight train, is negligent in leaving her seat to get a drink while the train is switching cars, so as to prevent her recovery for injuries from a fall caused by the jolt in coupling cars; it appearing that the jolt was not greater than was usual in such cases, and that she was aware that such jolts necessarily followed in the coupling of cars.[7]

In Minnesota the Supreme Court holds that a passenger on an electric car who, knowing that the car was approaching a sharp curve at a high rate of speed, left his seat, and spoke to the conductor in the vestibule, was not, as a matter of law, guilty of negligence contributing to injuries received by being thrown against the side of the car when the curve was reached, since he had a right to presume that the speed would be slackened before the car arrived at that point.[8]

In New York it is held that the fact that a foreman of a street car company had at previous times notified an employee, when giving him a pass, that "he had to ride at his own risk, and that the company was entirely blameless," is not notice to the employee of a claim by the company of exemption from liability on all subsequent occasions on which he used the cars without pay.[9]

In the Federal Court it is said that where a railroad company receives in its yard a car of another railroad, and such car is examined, and notice given that it is defective and is to be returned, the company has fulfilled its duty in regard to the car, and is not liable for injuries resulting from such defect which an employee receives while the car is being shifted about the yard; the negligence, in such case, if any, being that of his fellow-servants.[10]

In Nebraska it is is ruled that in an action for injuries received by a servant in attempting to board a moving train upon a sudden command of the master, an instruction that the servant was not negligent unless no one but a reckless man would have obeyed the order was erroneous.[11]

In Massachusetts it is held that in an action for the death of one who fell from a hand car which he was operating, evidence that the gearing of the car was worn, and consequently might have slipped while intestate was pushing on the lever, and caused him to fall, does not justify a recovery, in the absence of evidence that it did slip.[12]

In Texas a coal into whose yard a track is built so as to permit of the unloading of coal cars in the yard is bound, in piling the coal beside the track, to use such care as an ordinarily prudent person would have exercised to avoid injury to employees of the railway company running cars into the yard.[13]

In Nebraska it is decided that in an action by a servant for injuries received in attempting to obey an order of the master to board a moving train, an instruction that "it is in general the duty of an employee to obey the orders of his superior, and in the absence of knowledge or means of knowledge to the contrary, he may presume it safe for him to do so," was erroneous, as implying that the servant might, as a matter of law, presume it safe for him to obey the command.[14]

In New York one riding a bicycle on a street car track need not look behind him for overtaking cars.[15]