REPORT OF THE PUBLIC UTILITIES COMMISSION COLORADO

1913-1914

Compliments of

The Public Utilities Commission

of the State of Colorado

FIRST ANNUAL REPORT

OF

THE PUBLIC UTILITIES COMMISSION

OF THE

STATE OF COLORADO

Covering the Period from August 12, 1914, the Date of the Organization of the Commission, to December 1, 1914.

FOURTH BIENNIAL REPORT

OF

THE STATE RAILROAD COMMISSION

OF

COLORADO

Covering the Period from January 1, 1913, to August 12, 1914.

DENVER, COLORADO
THE SMITH-BROOKS PRINTING CO., STATE PRINTERS
1914

TABLE OF CONTENTS

Part I
General

LETTER OF TRANSMITTAL.

Denver, Colorado, December 1, 1914.

To His Excellency,

The Governor of Colorado,

State Capitol, Denver, Colorado.

Sir: In accordance with Chapter 5 of the Session Laws of 1910, and Chapter 127 of the Session Laws of 1913, we have the honor to transmit herewith the Fourth Biennial Report of the State Railroad Commission of Colorado, for the period January 1, 1913, to August 11, 1914, and the First Annual Report of the Public Utilities Commission of the State of Colorado for the period August 12, 1914, to December 1, 1914, respectively.

A. P. ANDERSON,
S. S. KENDALL,
GEO. T. BRADLEY,
Commissioners.

First Annual Report

OF

The Public Utilities Commission

OF THE

State of Colorado

Fourth Biennial Report

OF

The State Railroad Commission of Colorado

Denver, Colorado, December 1, 1914.

To His Excellency,

The Governor of Colorado:

This report will comprise the proceedings of the State Railroad Commission from January 1, 1913, to and including August 11, 1914, when it was succeeded by The Public Utilities Commission, also the proceedings of The Public Utilities Commission from August 12, 1914, to and including November 30, 1914, the end of the fiscal year.

The bill creating The Public Utilities Commission was passed by the Nineteenth General Assembly. After its passage an attempt was made to have the bill referred to the people under the Referendum Act, but its reference was stopped by action of the Attorney General, who found the petitions to contain fraudulent signatures, and action was brought enjoining the Secretary of State from placing it on the ballot. The case was heard in the District Court, which upheld the contention of the Attorney General and the Secretary of State was enjoined from placing the bill on the ballot for reference, resulting in its becoming a law August 12, 1914.

Railroad Commissioners Aaron P. Anderson and Sheridan S. Kendall were designated in the Act to be Utilities Commissioners to serve out the terms for which they were elected. The third member of the board being appointive, Governor Ammons appointed George T. Bradley as the third Commissioner and designated Commissioner Anderson as Chairman; John W. Flintham was appointed Secretary to the Commission. The Commission organized and entered upon its duties August 12, 1914.

SCOPE OF REPORT.

It is the purpose of the Commission to include in its report, in as brief and concise manner as possible, the transactions and proceedings of the Railroad Commission, winding up its affairs August 11, 1914, and the proceedings of the Public Utilities Commission from August 12 to December 1, 1914, the latter date being the beginning of the fiscal year. In order to present to the public and the Legislature a full and complete account of the transactions of both bodies without encumbering the report with useless detail, the Commission has endeavored to give a sort of digest of certain of its proceedings such as emergency requests, to publish rates on less than statutory notice, and informal reparation authorities. To publish these authorities in full would consume too much valuable space in our report, the number of pages of which are limited by Statute.

The opinions, orders and decisions of the Commission on all matters of formal complaint will be published in full in this report. All cases not having been disposed of will not be reported at this time, but will be included in the next Annual Report of the Public Utilities Commission.

The Railroad Commission Law and the Public Utilities Law, also the Rules of Practice and Procedure and forms governing matters before each Commission, were published in pamphlet form and given general distribution throughout the State to both Bar and laymen.

ACCIDENT REPORTS.

Reports of accidents occurring during the life of the Railroad Commission are on file in the office of the Commission and are open to the inspection of the public. The number of accidents and collisions during 1913 and 1914 have shown a marked decrease over former years during the time that reports have been made to the Commission. A new and more comprehensive accident report and monthly summary of accidents to be filed by each common carrier has been compiled by the Utilities Commission and will be ready for distribution by January 1, 1915.

PUBLICATIONS.

As the Utilities Commission has only been in existence for a period of 110 days at the time of making this report, the general orders, rules and regulations adopted will be included in this report. Uniform classification of accounts to be kept by the various public utilities coming within the jurisdiction of the Commission have not wholly as yet been adopted, with the exception of forms for Annual Reports of all common carriers, which have been adopted and are on file in our office since 1909.

The various opinions, orders, circulars and documents which are published by the Commission are sent out from time to time and our mailing list contains something like 1,008 names. The Commission has under consideration the question of charging for this literature in the future, the customary price as charged by various other Commissions, but in the past, the distribution has been free upon request.

JURISDICTION OF THE COMMISSION.

By the provisions of Section 1 of the State Railroad Commission Law the Commission was given jurisdiction over all common carriers engaged in the transportation of passengers or property by railroad from one point or place within the State to any other point or place within the State. Street Railways conducted solely as common carriers in the transportation of passengers within the limits of cities and towns were excepted.

By the provisions of Section 3 of the Public Utilities Law the Commission is given the general supervision of every common carrier, pipe line corporation, gas corporation, electrical corporation, telephone and telegraph corporation, water corporation, person or municipality operating for the purpose of supplying the public for domestic, mechanical or public uses, and every corporation, or person now or hereafter declared by law to be affected with a public interest, was declared a public utility and to be subject to the jurisdiction, control and regulation of the Commission. The act does not apply to irrigation systems.

SECTIONS 35, 36 AND 37.

Section 35 of the Public Utilities Law provides that the Commission shall issue certificates of public necessity and convenience to all public utilities, except municipalities, when constructing a new road, plant or facility, as defined in the law.

Section 36 of the Public Utilities Law provides that: No public utility subject to the provisions of the act shall sell, lease, assign, mortgage or otherwise dispose of or encumber the whole or any part of its plant or system, necessary or useful in the performance of its duties to the public, or any franchise or permit or any right thereunder, or by any means whatsoever, direct or indirect, merge or consolidate its railroad, street railroad line, plant or system, or franchises or permits, or any part thereof, with any other public utility, without having first secured from the Commission an order authorizing it so to do.

Section 37 of the Public Utilities Law provides for the supervision by the Commission and its approval of the issuance of all stocks, bonds, notes and other evidence of indebtedness issued by any corporation or utility under the jurisdiction of the Commission.

These three sections 35, 36 and 37 were referred to the people under the Referendum Act at the General Election held November 3, 1914 and were defeated, so that they are not operative.

By the defeat of these sections the earning power of the Commission as provided in Section 42 is greatly diminished.

All of the powers given the Railroad Commission are conferred upon the Utilities Commission and numerous other powers, such as allowing the Commission to initiate complaints on its own motion, as well as upon complaints made to it, and after formal hearing, to determine and fix the just and reasonable rates, fares and charges of all corporations and utilities subject to its jurisdiction and control.

At the close of the year November 30, 1914, there were 423 corporations, municipalities and individuals engaged in serving the public in the State in some capacity that, by operation of the Public Utilities Law, placed them under the supervision and jurisdiction of the Commission.

The list of these Utilities was secured in the following manner:

First: By addressing a circular letter to each County Clerk and Assessor in the State requesting a list of the various utilities operating in said Clerk's or Assessor's County.

Second: By addressing a circular letter to the mayor of each town of five hundred inhabitants or more, requesting the name of any utility distributing in the town.

Third: By checking the lists received from the County Clerks, Assessors and Mayors, the majority of whom responded to our request, with a list obtained from the State Tax Commission. Other names were obtained from various sources from time to time, so that the list as it now stands is deemed fairly complete and is classified as follows:

CLASSIFICATION OF UTILITIES.

Electric Interurban Railroads	5
Electric Light and Power Companies	91
Express Companies	4
Gas Companies	13
Heating Companies	2
Municipalities	69
Private Car Companies	36
Sleeping Car Companies	1
Street and Suburban Railways	8
Steam Railroads	42
Telegraph Companies	5
Telephone Companies	126
Union Depot Companies	3
Water Companies	18
Total	423

ORGANIZATION OF THE COMMISSION.

Section 18 of the Railroad Commission Law provided for the appointment by the Commission of an Assistant Secretary and a stenographer and such other and necessary help within the limits of its appropriation. The Commission appointed an Assistant Secretary and one stenographer as permanent employes, and engaged temporarily a reporter for reporting cases when necessary. The two above mentioned employes comprised the only office force. Since the Utilities Law became effective with its added duties it became necessary to increase the office force. The Assistant Secretary of the Railroad Commission was made the Secretary of the Utilities Commission, and the one stenographer retained as stenographer to the Commission; in addition an attorney, rate expert, reporter and inspector were appointed as provided in Sections 6 and 7 of the Act and their appointments approved by the Governor.

The Commission has only added employes as the work of the Commission has increased. Additional employes will have to be added from time to time as the organization of the Commission continues to grow and new fields of work are undertaken, or the present fields of work broaden. The duties imposed upon the employes of the Commission are broad, extensive and of the most exacting nature, and for this reason it is necessary for the Commission to employ competent and experienced help, many of which require technical training.

FILING SYSTEM.

The Commission has outgrown the filing system used by the Railroad Commission, our present files being entirely full, as the work of the Commission has grown both in volume and variety of subjects it has made it imperative that there be installed an elaborate and up to date filing system of more than the ordinary classification of record papers.

RULES OF COMMISSION.

As provided by Section 38 of the Public Utilities Law, the Commission adopted a set of "Rules of Practice and Procedure Governing Formal Matters Before the Commission." Said section further provides that in all hearings and investigations before the Commission or any Commissioner, neither the Commission nor any Commissioner shall be bound by the technical rules of evidence. No informality in any proceeding or in the manner of taking testimony before the Commission or any Commissioner shall invalidate any order, decision, rule or regulation made, approved or confirmed by the Commission. These rules have thus far proven to be quite adequate and easy to be followed, and have added much to the prompt and orderly dispatch of the formal complaints brought before the Commission thus far.

These rules have been carefully indexed and printed in pamphlet form of 20 pages and are furnished gratuitously for the information of all who have business before the Commission.

SESSIONS OF THE COMMISSION.

At the beginning of 1913 regular sessions of the Railroad Commission were held twice monthly, on the first and third Mondays of each month, the Commission meeting on these dates and continuing the meetings from day to day until all business before it had been disposed of. During the year 1914 it became necessary to hold meetings oftener and sessions were held almost daily. Within the period of 110 days in which the Utilities Commission has been in existence there have been 76 sessions of the Commission held on 76 different days, in addition there have been 10 hearings on complaint and on the Commission's own motion. The law provides that a hearing may be held by one or more Commissioners and at any place in the State. It has been the policy of the Commission, as far as practicable, to hear complaints at the place where they originated, in order that those who desire may attend without expense; also that witnesses may be given an opportunity to testify before the Commission without incurring the traveling expenses to a distant place of hearing. The Commission feels that it gets a better view and understanding of the controversy by having the hearings held in the city or town where the complaint originates, and by going there and seeing the parties and learning the local conditions at first hand. Although not required to do so it has been almost the invariable custom of the Commission for the full Board to sit in each hearing. At all formal hearings, evidence is taken after which the complainant and defendant are each permitted to file briefs and also to argue the case before the full Commission at its office in Denver, if they so desire.

FORMAL COMPLAINTS.

For the period January 1, 1913, to August 11, 1914, there were filed before the Railroad Commission 29 formal complaints of which 20 have been concluded and orders entered and 9 are still pending. Of this 9 the evidence has been taken in a number of cases and they are now either awaiting briefs and arguments, or have been submitted and the Commissioners are at work on the preparation of opinions in same. Some cases have been held in abeyance after filing same at request of complainants.

For the period August 12 to December 1, 1914, there were filed before the Public Utilities Commission 4 formal complaints of which 3 have been concluded and orders entered, and 1 case is pending. Two of the above mentioned complaints were on the Commission's own motion.

INFORMAL COMPLAINTS.

In the same period there have been filed with the Railroad Commission 121 informal complaints of which 120 have been adjusted by correspondence, leaving but 1 case still pending. Since August 12, 1914, there have been filed with the Utilities Commission 30 informal complaints and 17 have been adjusted.

A number of the cases pending will be adjusted in due course of time. Those not satisfied may lead to the filing of formal complaints and formal hearings held thereon.

ADMINISTRATIVE RULINGS.

The Commission has caused to be published in circular form a compilation of their conclusions on various matters responding to inquiries involving interpretations and constructions of the law, designated as "Administrative Rulings" and numbered 1 to 24. Further publications will be made from time to time as the necessities require, that the public may not only have the Commission's views in the particular cases passed upon, but also that the conclusions expressed may be regarded as precedents governing in matters of similar import.

FREE OR REDCUED RATES FOR CHARITABLE PURPOSES.

The Commission has authorized many shipments to be made at free or reduced rates for charitable purposes where there has been shown to be a worthy cause.

EXPENSES OF COMMISSION.

Railroad Commission January 1, 1913, to August 11, 1914

The Statute fixed the salary of the Commissioners and Assistant Secretary and Stenographer, which was provided for by an appropriation made in the usual manner. The Legislature also appropriated a General Incidental Fund of $2,500 to pay for all incidental expenses for the years 1913 and 1914, and traveling expense of $500 for the same period.

RAILROAD COMMISSION EXPENSE

	1913	1914
Three Commissioners, salary	$ 9,000.00	$6,840.66
Assistant Secretary's salary	2,500.00	1,740.56
Stenographer's salary	1,200.00	835.47
Traveling expense	65.60	25.05
	$12,765.60	$9,441.74

PUBLIC UTILITIES COMMISSION EXPENSE.

From August 11, 1914, to December 1, 1914.

Three Commissioners, salary	$3,038.34
Secretary's salary	759.44
Stenographer's salary	364.53
Stenographer's salary (temporary)	25.00
Rate Expert's salary	513.96
Attorney's salary	500.00
Inspector's salary	208.87
Reporter's salary	450.00
Traveling expense	85.60
	$5,945.74

GENERAL INCIDENTAL EXPENSE.

Railroad Commission January 1, 1913, to August 11, 1914.
Public Utilities Commission August 12, 1914, to December 1, 1914.

APPROPRIATION $2,500.00

Printing	$ 539.16
Stationery and supplies	372.78
Postage	487.00
Telephone, telegram and express	17.71
Miscellaneous	838.40
Transferred to other departments	244.00
Balance	.95
	$2,500.00

The Statute fixes the salary of the Utility Commissioner and the Secretary which was provided for by an appropriation made in the usual manner.

The Legislature also appropriated for the Utility Commission as a contingent fund the sum of $30,000.00 to pay all the salaries of its employees for the years 1913 and 1914, and as the Commission has only been in existence 110 days the bulk of this appropriation was returned to the General Fund. The total expenses of the Utility Commission for the 110 days it has been in effect, was $5,945.74 outside of the General Incidental Expenses which amounted to $2,255.05 for both Commissions for the biennial period, and which amount was not segregated as between the two Commissions.

The Commission feels gratified at the showing of its expense account. Strict economy has been practiced, and for the amount expended, much has been given the public in the way of reasonable rates and improved service.

The Public Utilities Commission attended the hearing before the Interstate Commerce Commission at Glenwood Springs, August 24th, 1914, wherein the fruit growers' and commercial organizations of Montrose, Delta, Paonia, and other towns similarly situated, were protesting against what was termed "the unjust discrimination regarding freight rates charged by the railroads on various classes of merchandise to these localities from points both East and West, as well as the rates on fruit and produce raised and exported from this section of the State."

Upon petition, the Public Utilities Commission was permitted and granted the right to intervene, thereby becoming a party plaintiff in the case, the hearing lasting several days. Testimony was introduced on behalf of the growers and commercial bodies, as well as the railroads, as to the matter at issue. It developed through testimony offered by the growers that during the busy season at intervals there was a shortage of refrigerator cars, that a bulk apple rate would be of material assistance in order to move a portion of the crop that will not bear the expense of "sorting, wrapping, and boxing", and other grievances of a minor nature were aired.

Through the good offices of the Public Utilities Commission, these matters were immediately taken up informally with the carriers, and in practically every instance, so far as intrastate traffic was concerned, adjusted. There has been no decision rendered by the Interstate Commerce Commission in the above case. Matter still pending.

The Commission, upon petition, was granted the right of intervention in the hearing held at Colorado Springs, July 14th, 15th and 16th, before the Interstate Commerce Commission entitled "Iowa State Board of Railroad Commissioners, vs. Atchison, Topeka & Santa Fe Ry. Co., et al", wherein a number of the livestock associations and other bodies of several of the states of the West and Middle West, including Colorado, had intervened. The matter at issue had largely to do with the liability of the carriers in respect to valuations on cattle, horses and hogs, in the event of loss or damage.

The Commission presented a brief in the above entitled case, which was filed with the Interstate Commerce Commission. No decision has, as yet, been rendered. Case still pending.

It has been the object of the Commission in the past to attend all hearings before the Interstate Commerce Commission held within the State affecting, or having a bearing on the interests of the people of the State. This policy will be pursued in the future.

We deem it important that this Commission be at liberty to attend, for the purpose of intervention, any hearing held before the Interstate Commerce Commission, which in any manner affects the State, its industries, and welfare. At the present time the appropriation (traveling expense) limits and confines the Commission to the State of Colorado. This restriction we hope

to remedy at the coming session of the Legislature, so that this fund will be available when traveling outside of the State when on official business.

RATE DEPARTMENT.

The rate department is in charge of an expert rate clerk, and in this department are filed the tariffs of the railroad freight and passenger rates, express rates and Pullman rates, also schedules of the various other utilities, such as telephone, telegraph, electric light and power companies and water companies. This department maintains a complete file of freight and passenger tariffs giving the rates between all points in the State of Colorado, also all express rates between all points in Colorado and in the United States. Under the Railroad Commission Law tariffs were filed by many of the carriers under protest; this has ceased within the last year and all tariffs are now filed promptly and in the manner prescribed by the Commission. All tariffs filed must give thirty days' notice to the Commission and to the public, as provided in Section 16 of the Public Utilities Law, unless shorter time is granted by the Commission in the shape of emergency requests. During the period January 1, 1913 to August 11, 1914 the Railroad Commission granted 532 emergency requests, and from August 12, 1914 to December 1, 1914 there were 106 emergency requests granted by the Utilities Commission. Section 16 provides that the Commission for good cause shown may permit the carriers to make rates effective on less than statutory notice. This authority is never granted in the case of an advanced rate, and is only done in the case of reduced rates where such reduction cannot work discrimination between shippers. A synopsis of these emergency authorities are printed in this report.

Section 48 of the Utilities Law authorizes the Commission to suspend any advance rate that may be filed pending a hearing. This power has not been exercised by the Commission since August 12.

The Commission has not been represented at any important traffic meetings outside of the State, or at any of the Sessions of the National Association of Railway Commissioners held at Washington, D. C. each year, owing to the fact that there are no funds available for our Commission for any trips outside the State owing to an opinion of a former Attorney General who ruled, that under the decision of the Court of Appeals in the case of Carlisle vs. Hurd, 3 Colorado App. 15, the Board has no authority to allow the expense of such attendance. It is very essential that our Commission be represented at these meetings where classifications are considered and meet with the Commissioners of other States for a general conference and interchange of information. Rate conditions constantly change and the factors entering into the making of a rate at this time will be so changed

in the course of six to nine months, that constant supervision is necessary for the Commission to keep posted upon the material factors entering into rate construction.

STATISTICS OF RAILROADS.

Statistics of the railroads, other than mileage, have been omitted, for the reason that no uniform system of segregating intrastate and interstate traffic and accounts has as yet been devised, the only method at present being an arbitrary apportionment; and for the further reason that practically all of the carriers under the jurisdiction of this Commission file reports with the Interstate Commerce Commission and the statistics of such carriers are included within those issued by that body.

EXPRESS RATES.

On February 1st, 1914 the block and sub-block method of computing express rates on interstate shipments, as promulgated by the Interstate Commerce Commission in an opinion rendered June 8th, 1912, and supplemented by an opinion and order under date of July 24th, 1913, became effective.

Through the medium of the foregoing orders express rates, tariffs, rules, and publications were completely revolutionized and a complete, simple and systematic method of classifying and charging for express service was adopted. The old method of compiling tariffs was completely eliminated and material decreases were made in express charges.

At the solicitation of the Interstate Commerce Commission the National Association of Railway Commissioners in convention assembled at Washington, D. C., in November, 1913, took under advisement the question of adopting for intrastate use the Interstate Commerce Commission's plan of computing express rates. That body appointed a committee to whom it referred the entire matter. Subsequently, the committee met in Chicago and went over the entire situation with a representative of the Interstate Commerce Commission. At this hearing it developed that none of the states would accept the Interstate Commerce Commission plan unless modified to meet the local requirements of each state and each zone.

Believing that the Commissions of each state were better able to solve their own problems, and whose judgment was final in each case anyway, a separate meeting of the various Commissioners in each zone was arranged for. Pursuant to this action of the committee a conference of the State Commissions of the Fourth Zone was called to meet in the office of this Commission on January 9th, 1914, at which meeting the Public Service Commissions of the States of Arizona, Colorado, Idaho and New Mexico were represented and the Wells Fargo & Company Express, Globe Express Company, American Express Company, United States Express Company and the Northern Express Company were also represented by their respective officials.

At this conference the entire situation was fully discussed, and the effect the new system of rates might have on express shipments in this and other states was fully analyzed. It was the unanimous decision of all present that while the new system was a radical departure from the former system, or lack of system, of fixing rates, it would result in a very material reduction in express rates. The express officials agreed that, if by the adoption of the block and sub-block system a hardship or disadvantage would result to any locality or to any particular traffic, they would speedily remedy the situation without the necessity of a formal petition and hearing. With this understanding, and believing that it was to the best interests of the shippers of this state, the Commission joined with the Commissions of the other states represented in adopting the new system.

On the filing of the new tariffs by the various express companies, we immediately checked same and found that they had not been prepared in accordance with our understanding. On taking the matter up with the officials, we learned that, through a misunderstanding, they had published rates far in excess of those contemplated by this Commission. This was followed by several conferences with their representatives, which resulted in a scale of rates being published which were materially less than those published in the first instance and which were satisfactory to the Commission, with the exception of the rates between Denver, Colorado Springs, Pueblo and Cripple Creek. The express companies were not inclined to accept our rates between Cripple Creek and the points named. The Commission, believing that these rates as fixed by the carriers were excessive, commenced an action on its own motion to have them reduced, and on November 28th, 1914, made an order which resulted in the following reductions, to become effective December 20th, 1914:

	Former Rate		New Rate	
	1st	2nd	1st	2nd
Between Denver and Cripple Creek	$1.55	$1.17	$1.20	$0.90
Between Colorado Springs and Cripple Creek	1.30	.98	.90	.68
Between Pueblo and Cripple Creek	1.30	.98	1.35	.79

On June 3rd, 1914, a petition was filed with the Commission wherein the express rates on milk and cream between Melvin and Denver were attacked as being unreasonable. This case is known as Case No. 66, and the opinion and order of the Commission will be found in another part of this report.

At the taking of testimony in this case, it developed that express rates on milk and cream varied greatly in different parts of the state and between competitive and exclusive territory. The Commission found that some of the rates were ridiculously low, while many others were so high as to be prohibitive. This situation had the effect of confining the dairy business to a few

favored locations, to the detriment of many. It at once became apparent to the Commission that a uniform scale of milk and cream rates would have to be put in force in order to destroy the discrimination which existed, and with this purpose in view called a meeting of express officials, who, after many conferences with the Commission, adopted and put into effect what is known as the Beatrice scale of rates on milk and cream. This scale of rates was published in accordance with a decision of the Interstate Commerce Commission and is in use on interstate business in seventeen states and seems to be giving entire satisfaction wherever it is used. By the adoption of this scale uniformity has resulted and discrimination has been eliminated. It has caused a slight increase in rates in a few instances, but in general has had the effect of reducing rates, in some cases as high as 30 and even 40 per cent. The greatest benefit, however, has been to place every shipper on an exact equality. The Commission is inclined to give this new scale of rates a fair and thorough trial, and, as yet, we have heard no serious complaints to its application and use.

The new scale of block and sub-block rates has in general resulted in decreases of from 12 to 30 per cent in express charges. In some instances we have been compelled to make exceptions to the general scheme of rates. In such cases we have adopted such arbitrary rates as seemed to meet the requirements of the situation. No doubt cases will arise from time to time which will require attention, all of which can and will be readily and speedily adjusted. The policy of the Commission in dealing with express companies has been, as in cases of other public utilities, handled through the medium of conferences wherever possible. We believe this mode of procedure not only brings better results, but also leaves a better feeling among litigants, as well as minimizing the cost to all parties concerned.

INSPECTION.

The Inspection Department was created October 26, 1914, a little more than a month ago. While the Department has been in existence but a short time, a number of complaints to the Commission have been investigated by it, reports made and recommendations submitted. A brief summary of these cases follows:

The Denver & Rio Grande Railroad Company asked permission to discontinue its station service at Wagon Wheel Gap. A visit to the station was made October 27th and a number of the railroad's patrons interviewed. It appears that there is a considerable shrinkage of business at that station during the winter months; the recommendation was accordingly submitted by the Inspection Department that the service be maintained but at a reduction in expense. The railroad company consented to this arrangement and it is now in effect.

The Mountain States Telephone and Telegraph Company requested authority to close its exchange at Pierce, due to the small number of subscribers now taking service at that point, handling the business through the Ault exchange. An investigation was made October 29th and the decision reached that the permission requested should be granted providing a schedule of rates satisfactory to the Pierce subscribers could be agreed upon. This case is now pending, with the Pierce exchange still in operation.

A merchant at Hygiene on the line of the Chicago, Burlington & Quincy Railroad, requested that the railroad be compelled to establish station freight service at that point in addition to the station passenger service. The matter was examined into October 31st on the ground, and as it appeared that the freight business at that station was insufficient to warrant the establishment of a freight agency, the request was denied.

A complaint was made to the Commission as to the condition of the roundhouse of the Denver & Salt Lake Railroad at Tabernash, particularly as to the alleged unsatisfactory lighting system. A trip was made to that station on November 6th and 7th and the buildings of the railroad company were gone through. Several new buildings, including a modern machine shop, were in process of construction by the company, and the information was obtained that an electric generator would soon be installed for the purpose of lighting all the railroad buildings and repair yards. While the present kerosene lighting system is unsatisfactory to both the railroad company and its employes, it was not considered advisable or fair to recommend that it be changed at the present time, owing to the improvements now in progress and others contemplated on the part of the railroad company.

A complaint was made by the Moffat Business Men's Association with reference to the discontinuance by the Denver & Rio Grande Railroad of its passenger train service on the Salida branch, mixed service having been substituted therefor. A trip was made over this branch November 11th and 12th and patrons interviewed at both terminals and the important stations between, with the conclusion that the train service was inadequate. An informal hearing before the Commission was arranged for and held November 19th, at which time certain of the railroad officials and some of the patrons of the railroad appeared before the Commission and the matter was discussed at some length. After listening to the arguments advanced in favor of the restoration of the passenger train service, the representatives of the railroad voluntarily agreed to re-install the service asked for, and the controversy was agreeably disposed of.

Beginning November 29th a week's trip was made through the Gunnison River and Grand River valleys and the towns of Montrose, Delta, Lazear, Grand Junction, Fruita and Loma visited. Informal complaints had been made as to the freight

service at several of these points and the Commission is at present at work on these matters. At Lazear the Mechelke Cheese Company had complained of delayed and lost shipments. Coal shipments between Crested Butte, Baldwin and Montrose had likewise been delayed beyond a reasonable time, but these matters were adjusted without difficulty when the attention of the proper officials of the Denver & Rio Grande Railroad was called to the same. Several matters of a similar nature were taken up and satisfactorily arranged.

The Inspection Department should materially assist the Commission in adjusting the numerous differences that constantly arise between the public and the public utilities, and aid in promoting a feeling of consistent friendship between them.

DISPOSITION OF CASES.

Of the many cases filed before the Railroad and Utility Commissions much time has been given to hearings and the taking of testimony.

A large number of complaints have been filed against public service corporations in which it was alleged that such corporations have failed or refused to render to the public the service required by law. The procedure in the formal cases is somewhat similar to that of an ordinary law suit. There is the party complaining and the party against whom complaint is made, and the complaint and answer presenting the respective contentions of the parties. Thereupon a hearing is held before the Commission and that is followed by the transcription of the testimony, the filing of briefs and the argument before the full Commission. The case is then taken under advisement, is decided and an opinion is written setting forth the views of the Commission upon the controverted questions, and an order is entered in accordance with the views so expressed. After the case is decided and before the order goes into effect, the losing party may file a motion for rehearing, and if unsuccessful in securing a rehearing, under the Utility Law he may then have the action of the Commission reviewed in the Supreme Court. Upon review in the Supreme Court, preference in time is given over all civil cases, except election contests. On review in the Supreme Court no new evidence may be introduced, but the cause is heard on the evidence and exhibits introduced before the Commission.

This manner of appeal in the Utility Law remedied a bad defect in the Railroad Commission Law which it succeeded; the latter law provided for an appeal to the District Court previous to the appeal to the Supreme Court causing much delay. The Railroad Commission Law did not provide that new or additional evidence could not be introduced in the Court, so that under the Utility Law the Commission has all of the facts before it when

rendering its decision, which it could not have under the Railroad Commission Law, and the Utilities must now try their cases before the Commission and not the Courts.

Of the contested cases thus filed, many have been finally disposed of, and although they have been vigorously contested, and although no barrier has been interposed by the Commission to a full review in Court of the "reasonableness or lawfulness" of its action, yet in no case thus far during the life of either Commission has there been a reversal of its decision by the Supreme Court.

In the hearing and trial of cases before the Commission, as compared with the trial in a court of law or equity, the main difference is that the Commission, in accordance with the provisions of the Public Utilities Commission Law, does not adhere to strict rules of procedure in passing upon the pleadings and in the admission of testimony, nor as to granting continuances, etc. All technicalities are disregarded in hearing complaints and disposing of same. Such seems to be the spirit and intent of the Public Utilities Commission Law, for it specifically abolished technicalities of every kind and nature, and the Commission tries to give effect to such intent of the Legislature.

The Commission deems that it should call attention to the remarkably frank and open attitude taken toward it by all of the public service corporations and utilities of the State coming within its jurisdiction of supervision and regulation. Not a single appeal so far has been taken from any of the orders of the Commission. All public utilities seem to recognize that fair and just regulation by the State has come to stay and that such regulation is as much for their protection as for the protection of the public. The Commission has unhesitatingly dismissed complaints, after a thorough investigation, when found to be without any just merit.

The Commission has held many informal conferences with the officers and employes of various utilities of the State and by so doing a better understanding of the rights of all parties concerned has been brought about. Wherever possible, it has been the policy of the Commission to adjust the matters in controversy, on informal complaint, this has been done in a majority of the cases filed, resulting in a better feeling between the parties involved as well as the elimination of the expense of a formal proceeding.

RECOMMENDATIONS.

As the Commission has hardly had time to put into practice the new Utility Law, having been operating under it only 110 days, it is loath to make any recommendations to the Legislature until the Law, as it stands, has had a fair trial.

The Commission enters upon the dicharge of its many official duties for the year 1915 feeling that its organization work, being well under way, will be a great advantage to the members thereof and its corps of employes in the faithful discharge of the same:

All of which is respectfully submitted.

A. P. ANDERSON,
S. S. KENDALL,
GEO. T. BRADLEY,
Commissioners.

(SEAL)

Attest:

JOHN W. FLINTHAM,
Secretary.

Part II
General Orders

GENERAL ORDER NO. 1.

Effective August 12, 1914.

Regulations Providing for the Adoption of Tariffs on File with the State Railroad Commission of Colorado.

Ordered: That the Public Utilities Commission of the State of Colorado adopt as the lawful tariffs for use of common carriers operating in the State of Colorado all tariffs which were on file with the State Railroad Commission of Colorado on the 11th day of August, 1914, except any tariffs which may have been filed which are not in harmony with any decision heretofore made by the said State Railroad Commission, and be it

Further Ordered: That all such tariffs, except as noted, together with all rates, fares, charges, rules and practices therein provided for shall be and are hereby adopted by the Public Utilities Commission of the State of Colorado as the legal tariffs, rates, fares, charges, rules and practices of such common carriers, the same to remain in full force and effect until changed in a manner provided by law.

Further Ordered: That the Commission neither approves nor disapproves of the reasonableness of any such tariffs, rates, fares, charges, rules or practices.

GENERAL ORDER NO. 2.

Effective August 12, 1914.

Regulations Prescribing the Form and Governing the Filing and Publication of Schedules of Rates of Public Utilities as Defined by Chapter 127 of the Session Laws of 1913.

Ordered: That all Public Utilities in the State of Colorado as defined by Chapter 127 of the Session Laws of 1913, are hereby directed and required to immediately file with this Commission schedules showing all rates, tolls, rentals, charges, and classifications collected or enforced, or to be collected and enforced, together with all rules, regulations, contracts, privileges, and facilities which in any manner affect or relate to rates, tolls, rentals, classifications, or service, as provided in Section 15 of the above named Act.

That all schedules so filed shall bear on the title page the initials Colo. P. U. C., followed by Arabic figures; each schedule filed shall be numbered consecutively beginning with Number 1, and in any reference to, supplement or amendment made to such schedules, reference must be made to the number of the original

schedule; Provided, that all common carriers who have heretofore been filing tariffs with the State Railroad Commission of Colorado may continue filing tariffs as formerly, substituting the initials Colo. P. U. C. for C. R. C. as formerly used, and number the tariffs consecutively with those already filed with the Railroad Commission, which tariffs have been adopted by this Commission.

Further Ordered: That each schedule shall be accompanied by a letter of transmittal, in duplicate if receipt is desired, in the following form:

LETTER OF TRANSMITTAL.
(Name of Public Utility.)

(Date)

To the Public Utilities Commission of the State of Colorado, Denver:

Accompanying schedule issued by the.....
.....is sent you for filing in compliance with requirements of the Public Utilities Law:

Colo. P. U. C. No.....
Sup. No.....to Colo. P. U. C. No.....
Effective....., 19.....

.....,
(Sig. of filing officer, with title.)

Part III

Administrative Rulings

ADMINISTRATIVE RULING NO. 1

Effective October 15, 1914.

The Commission has been requested by Messrs. Devine and Preston, attorneys for the Arkansas Valley Railway, Light and Power Company, operating a street railway in the city of Pueblo, Colorado, for their opinion as to whether it is permitted, under the Public Utilities Act, to allow "policemen and firemen in uniform" to ride free on its cars.

The question presented is a peculiar one, as it seems to the Commission there is far more reason why firemen and policemen, when on duty, should ride free than many other classes of persons which are specifically mentioned in the law.

The law reads:

> "No public utility subject to the provisions of this act shall, directly or indirectly, issue, give or tender any free service, ticket, frank, free pass, or other gratuity, or free or reduced rate transportation for *passengers*, between points within this State," etc.

Then follows the list of exceptions to this rule. The law also provides, at the latter end of paragraph (a), section 17:

> "Provided, the granting or issuing of any free service, ticket, frank, free pass, or other gratuity, or free or reduced rate transportation shall be subject to such reasonable restrictions as the Commission may impose."

While policemen and firemen, while on duty, are not mentioned directly in the exceptions, the restriction against free transportation is confined to *passengers*.

On investigation, we have ascertained that, in nearly all of the important cities of this country, "policemen and firemen in uniform" are allowed to ride free on street-car lines. Whether, while on duty and in uniform, they are to be considered as ordinary passengers is a grave question. They, while on duty, are the guardians, not only of the peace and safety of persons, but of the property of citizens, including the property of the common carriers in the locality where they are employed. They are peace officers, having the right to enter upon the property of common carriers as well as upon the property of others. In the event of disturbance, riot, or disorder occurring on any of the cars of the common carriers, or in case of fire, they would certainly have the right to enter and pass freely upon the same, and, under their

authority, would possibly have the right to enter upon all cars of the company in their inspection or in search of persons violating the law. While on duty, it is their business to be attending to the affairs of the community, and they might be compelled to travel from one part of the city to another in the line of their duty, not traveling either for pleasure or on business. In these instances they could not be considered in the light of ordinary passengers.

The Commission has given this subject careful consideration and, as a result thereof, has concluded not to construe the law as preventing street-car companies within the state from according free transportation to "policemen and firemen when in uniform," believing it to be to the best interests of the state at large, as well as of the carriers themselves, that they be accorded free transportation.

ADMINISTRATIVE RULING NO. 2

Effective October 15, 1914.

To the Common Carriers of the State of Colorado:

At a regular meeting of the Public Utilities Commission of the State of Colorado, held on the 15th day of October, A. D. 1914, the following rule was adopted:

TRANSPORTATION OF CIRCUS OUTFITS

The act creating the Public Utilities Commission of the State of Colorado, effective August 12, 1914, applies to the transportation of circuses and other show outfits, but the Commission recognizes the peculiar nature of this traffic and the difficulty of establishing rates thereon in advance of shippers' request describing the character and volume of the traffic offered, and has, therefore, entered a general order authorizing carriers to establish rates on circuses and other show outfits by tariff, to become effective one day after filing thereof with the Commission, and relieving them from the duty of posting such tariffs in their stations. Such tariff may consist of a proper title-page, reading "as per copy of contract attached," and to it may be attached a copy of the contract under which the circus is moved. As far as practicable, general rules or regulations governing the fixing of such rates should be regularly published and filed.

ADMINISTRATIVE RULING NO. 3

Effective October 15, 1914.

To the Common Carriers of the State of Colorado:

At a regular meeting of the Public Utilities Commission of the State of Colorado, held on the 15th day of October, A. D. 1914, the following rule was adopted:

NEW ROADS

On newly constructed lines of road, including branches and extensions of existing roads, local rates and fares, and also joint rates and fares, may be established in the first instance to and from points on such new lines by posting tariffs of such rates or fares, issued by the carrier owning or operating such newly constructed lines or by joint agent acting for it, and filing the same with the Commission one day in advance. Such tariff must bear notation that it applies to or from points on newly constructed lines, to or from which no rates or fares from same points of origin or to same points of destination have applied, and give reference to this ruling. Tariffs or supplements to tariffs issued by other carriers establishing rates to or from or via such newly constructed line may be issued only upon statutory notice or special permission for shorter time. It will be the Commission's policy to grant such reasonable permissions as are necessary to give carriers and shippers fullest efficiency of such new lines.

ADMINISTRATIVE RULING NO. 4

Effective October 15, 1914.

To the Common Carriers of the State of Colorado:

At a regular meeting of the Public Utilities Commission of the State of Colorado, held on the 15th day of October, A. D. 1914, the following rule was adopted:

IN THE MATTER OF THE MODIFICATION OF THE PROVISIONS OF SECTIONS 15 AND 16 REGARDING POSTING OF FARES AND TARIFFS AT STATIONS

Under the authority conferred upon the Commission by section 15 of the law creating the Public Utilities Commission of the State of Colorado, effective August 12, 1914, to modify its requirements as to publishing, posting, and filing tariffs, the Commission issues the following order:

(A) Fares for an excursion, limited to a designated period of not more than three (3) days, may be established without further notice, upon posting a tariff one (1) day in advance in two (2) public and conspicuous places in the waiting-room of each station where tickets for such excursion are sold, and mailing copy thereof to the Commission. Fares for an excursion limited to a designated period of more than three (3) days and not more than thirty (30) days may be established upon a like notice of three (3) days. Fares for a series of daily excursions, such series covering a period not exceeding thirty (30) days, may be established upon like notice of three (3) days as to the entire series, and separate notice of the excursion on each day covered by the series need not be given. Fares for an excursion limited to a designated period exceeding thirty (30) days will require the statutory notice unless shorter time is allowed in special cases by the Commission.

(B) The term "limited to a designated period," used above, is construed to cover the period between the time at which the transportation can be used and the time at which it expires. If tariff names different selling dates for excursions which form a series, and the period of time between the first selling date and the last date upon which any tickets sold under the tariff may be used, exceeds thirty (30) days, the series of excursions so provided for do not come within the period of "not exceeding thirty (30) days," and such tariff may not be used by authority of this rule. But it is permissible to establish fares for two or more distinct and separate excursions to various points and for various occasions, each such excursion limited to a designated period of not more than thirty (30) days, and for the convenience of the public and agents to announce them in a bulletin tariff under this rule. It is also permissible to show in such bulletin fares for series of excursions between the same points, such series covering a period of more than thirty (30) days, provided full statutory notice of such series is thereby given, and providing title-page of publication bears notation: "Effective....., except as noted in individual items as to which full statutory notice is given." When such items are brought forward to another issue of

bulletin, they must bear notation: "First announced in Bulletin No. ..... P. U. C. No. ..... of ....., 19...."

(C) No supplement may be issued to any tariff that is issued under this rule except for the purpose of canceling the tariff, and title-page of tariff must so state. Every such tariff must bear notation on title-page: "Issued by authority of Administrative Ruling No. 4 of the Public Utilities Commission of the State of Colorado."

(D) When it becomes necessary to change the terms of a short-time excursion fare tariff issued under this rule and covering a period not exceeding thirty (30) days for any of the following reasons: changes in dates of meeting, involving changes in dates of sale and in return limit, not exceeding thirty (30) days; extension of return limit not exceeding thirty (30) days; additional selling dates; additional selling points; additional stop-over privileges; reduction in fares; or to cancel said tariff before date of its expiration when the occasion for the excursion has been declared off, such change or cancellation may, when the excursion is limited to a designated period of not more than three (3) days, be made by posting tariff containing the change, or a supplement containing the cancellation, one (1) day in advance in two (2) public places in the waiting-room of each station where tickets for such excursion are sold, and mailing copy thereof to the Commission. If the excursion is limited to a designated period of more than three (3) days and not more than thirty (30) days, cancellation or change may be made upon like notice of three (3) days. If the excursion is limited to a designated period exceeding thirty (30) days, statutory notice must be given of the change or cancellation, or special permission for shorter time must be secured.

ADMINISTRATIVE RULING NO. 5

Effective October 15, 1914.

To the Common Carriers of the State of Colorado:

At a regular meeting of the Public Utilities Commission of the State of Colorado, held on the 15th day of October, A. D. 1914, the following rule was adopted:

IN THE MATTER OF MODIFICATION OF THE PROVISIONS OF SECTION 16 OF THE PUBLIC UTILITIES ACT WITH REGARD TO POSTING TARIFFS AT STATIONS

Under the authority conferred upon the Commission by section 16 of the act creating the Public Utilities Commission of the State of Colorado, effective August 12, 1914, to modify its requirements as to publishing, posting, and filing of tariffs, the Commission issues the following order, in connection with which it must be understood that each carrier has the option of availing itself of this modification of the requirements of section 16 of the act, or of complying literally with the terms of the act. If such modification is accepted by a carrier, it must be understood that misuse of the privileges therein extended, or frequent misquotation of rates on the part of its agents, will result in cancellation of the privileges as to that carrier. It should also be understood that in so modifying the requirements of the act the Commission expects a continuation by carriers of the practice of furnishing tariffs to a reasonable extent to frequent shippers thereunder.

Every carrier subject to the provisions of the Act to Regulate Commerce shall place in the hands and custody of its agent or other representative at every station, warehouse, or office at which passengers or freight are received for transportation, and at which a station agent or a freight agent or a ticket agent is employed, all of the rate and fare schedules which contain rates and fares applying from that station or terminal, or other charges applicable at that station, including the schedules issued by that carrier or by its authorized agent, and those in which it has concurred. Such agent or representative shall also be provided with all changes in, cancellations of, additions to, and reissues of such publications in ample time to thus give to the public, in every case, the required notice.

Such agent or representative shall be provided with facilities for keeping such file of schedules in ready-reference order, and be required to keep said files in complete and readily accessible form. He shall also be instructed and required to give any information contained in such schedules, to lend assistance to seekers for information therefrom, and to accord inquirers opportunity to examine any of said schedules, without requiring or requesting the inquirer to assign any reason for such desire, and with all promptness possible

and consistent with proper performance of the other duties devolving upon him. He shall also furnish, upon request therefor, quotation in writing of rates via such carrier's line not contained in the tariffs on file at that station. Carrier may arrange for such agent to refer such requests to a proper officer of the company, but the quotation must be furnished within a reasonable time and without unnecessary delay.

Each of such carriers shall also provide, and each of such agents or representatives shall also keep on file, copies of the current issues of the indices of the tariffs of that carrier.

Each of such carriers shall also provide, either in its indices of tariffs or in separate publication or publications, which must be kept up to date, and be filed with the Commission, an index or indices of the tariffs that are to be found in the files at each of its several stations or offices. Such index shall be kept on file and be open to inspection at each of such several stations or offices as hereinbefore provided. If such indices are prepared for a system of road or for a number of stations or offices, they must be printed and may be arranged under a system of station numbers and alphabetical list of stations. If arranged for individual stations or offices, they may be printed or typewritten. All such indices must be the required standard size of tariffs.

Each of such carriers shall require its traveling auditors to check up each station's or office's file of tariffs at least once in each six months, unless it employs one or more traveling tariff inspectors, who will make such inspections and checks.

Each of such carriers shall also provide and cause to be posted and kept posted in two conspicuous places in every station waiting-room, warehouse, or office at which schedules are so placed, in custody of agent or other representative, notices printed in large type and reading as follows:

> "The rate and fare schedules applying from or at this station and indices of this company's tariffs are on file in this office, and may be inspected by any person upon application and without the assignment of any reason for such desire.
>
> "The agent or other employe on duty in the office will lend any assistance desired in securing information from or in interpreting such schedules."

At exclusive freight stations or warehouses, and at exclusive passenger stations or offices, carriers may, under this order, place and keep on file only the freight or passenger schedules, respectively, and in such cases the posted notices may be varied to read:

> "The freight rate (or passenger fare) schedules applying from or at (or from) this station and index of this company's freight (or passenger) tariffs are on file in this office," etc.

A full compliance with this order is required by the Commission.

ADMINISTRATIVE RULING NO. 6

Effective October 15, 1914.

To the Traffic Managers of Transportation Lines in Colorado:

At a regular meeting of the Public Utilities Commission of the State of Colorado, held on the 15th day of October, A. D. 1914, the Commission took under consideration the question of the legality of the clause in the tariffs of some of the transportation lines, providing for reduced rates on freight consigned to company boarding-houses. The Commission voted to issue the following ruling, viz.:

TRANSPORTATION FOR EATING-HOUSES OPERATED BY OR FOR CARRIERS

Carriers subject to the act may provide at points on their lines eating-houses for passengers and employes of such carriers, and property for use of such eating-houses may properly be regarded as necessary and intended for the use of such carriers in the conduct of their business. Such eating-houses, however, must not serve the general public, or any portion thereof, with food prepared from commodities which have been carried at less than the full published rate, and no utensils, fuel, or servants at all employed in serving others than passengers and employes of the carrier as such should be carried at less than tariff rates.

ADMINISTRATIVE RULING NO. 7

Effective October 15, 1914.

To the Transportation Lines of the State of Colorado:

At a regular meeting of the Public Utilities Commission of the State of Colorado, held on the 15th day of October, A. D. 1914, the Commission issued the following order in re "Filing of Employes' Time Tables or Schedules with the Commission," and the Secretary was directed to transmit copy of same to each steam and electric railroad company doing business in the State of Colorado:

ORDER

It is hereby ordered and directed that all common carriers doing business in the State of Colorado file in the office of the Public Utilities Commission of the State of Colorado, at Denver, Colorado, a copy of all employes' time-cards or schedules of the movement of trains on their respective lines and branches, and that thereafter, when a change is made in the time-card or a supplement thereto issued, the same be promptly filed with the Commission.

ADMINISTRATIVE RULING NO. 8

Effective October 15, 1914.

To the Transportation Lines of the State of Colorado:

At a regular meeting of the Public Utilities Commission of the State of Colorado, held on the 15th day of October, A. D. 1914, the following rule was adopted:

All common carriers doing business within the State of Colorado are hereby required to file with the Commission, at the end of each calendar month, a full report of all accidents which have occurred on their lines of railroad during said month.

It is further ordered that, in case of a wreck or a collision of trains, attended by loss of life or serious injury to passengers or employes, the superior officer on the ground at the time of the accident shall immediately notify the Public Utilities Commission of the State of Colorado, by telegram, stating, in a concise manner, the immediate location and cause of the wreck or collision, and number of persons killed and injured.

ADMINISTRATIVE RULING NO. 9

Effective October 15, 1914.

To the Common Carriers of the State of Colorado:

At a regular meeting of the Public Utilities Commission of the State of Colorado, held on the 15th day of October, A. D. 1914, the following rule was adopted:

> It is hereby ordered that all common carriers fill out and return to the Commission each year, not later than September 30, as nearly as possible in conformity with the instructions contained in the blank forms sent them, their annual reports, and file the same with the Commission.

ADMINISTRATIVE RULING NO. 10

Effective November 16, 1914.

The Grand River Valley Railway Company states that it is an interurban and electric system, operating in the city of Grand Junction and between Grand Junction and Fruita; that it owns all of the capital stock and practically all of the bonds of the Grand Junction Electric, Gas and Manufacturing Company, and is operating the company, the offices being shared by both companies. They ask an administrative ruling as to whether or not the employes of the electric company are entitled to the privileges accorded by the statute to employes of the railway company, and vice versa. They state: "We have always taken the position that the two companies were identical, although still preserving corporate entities."

Section 17 of the Public Utilities Act reads:

> "No public utility subject to the provisions of this act shall, directly or indirectly, issue, give, or tender any free service, ticket, frank, free pass or other gratuity, or free or reduced-rate transportation for passengers between points within this state, except * * *"

Then follows the list of exceptions.

Subsection (c) of said section 17 also provides:

> "Except as in this section otherwise provided, no public utility shall charge, demand, collect or receive a greater or less or different compensation for any product

> or commodity furnished or to be furnished, or for any service rendered or to be rendered, than the rates, tolls, rentals, and charges applicable to such product or commodity or service as specified in its schedules on file and in effect at the time, nor shall any such public utility refund or remit, directly or indirectly, in any manner or by any device, any portion of the rates, tolls, rentals, and charges so specified, nor extend to any corporation or person any form of contract or agreement or rule or regulation or any facility or privilege except such as are regularly and uniformly extended to all corporations and persons."

Under this section the employes of any public utility are exempt from this provision. However, it is conceded that the two utilities in question are separate corporations, although, as stated, the stock of one is owned by the other. While it may be permissible for one utility to give free or reduced service to its own employes, the two companies being separate entities, we believe it would be a discrimination for one company to give service at a free or reduced rate to the employes of the other company.

We, therefore, hold that the employes of the electric company are not entitled to free or reduced service from the railway company, and vice versa.

ADMINISTRATIVE RULING NO. 11

Effective November 16, 1914.

The Trinidad Electric Transmission, Railway and Gas Company asks an administrative ruling on the following question:

> "The street-lighting contract which we have with the city of Trinidad calls for free lights at the Public Library, City Hall, Kit Carson Park, the Bridge, and at the Water Works Shop, and we would like to know if giving this free service is contrary to your interpretation of the law."

Section 17 of the Public Utilities Law prohibits giving free or reduced-rate transportation or service by any public utility.

Section 17, subsection (c), also prohibits any discrimination between any persons or corporations. We cannot find that in this law any utilities corporation is permitted to give free or a reduced-rate service.

Subsection (c) of section 17 of the Public Utilities Act reads:

> "Except as in this section otherwise provided, no public utility shall charge, demand, collect or receive a greater or less or different compensation for any product or commodity furnished or to be furnished, or for any service rendered or to be rendered, than the rates, tolls, rentals, and charges applicable to such product or commodity or service as specified in its schedules on file and in effect at the time, nor shall any such public utility refund or remit, directly or indirectly, in any manner or by any device, any portion of the rates, tolls, rentals, and charges so specified, nor extend to any corporation or person any form of contract or agreement or rule or regulation or any facility or privilege except such as are regularly and uniformly extended to all corporations and persons."

We find no provision in the law whereby any free service can be extended to any municipality any more than to other persons or corporations.

It is the opinion of the Commission that all services must be paid for in money, and that no free service can lawfully be rendered.

ADMINISTRATIVE RULING NO. 12

Effective November 16, 1914.

The Trinidad Electric Transmission, Railway and Gas Company asks an administrative ruling as follows:

> "On the 30th day of December, 1907, the Carbon Coal and Coke Company entered into a contract with the Stonewall Valley Electric Railroad Company, granting to the railroad company for the period of twenty years the right and privilege to construct an electric railway, erect poles, etc., across the lands of the Carbon Coal and Coke Company. Section 9 of this contract reads as follows:
>
> 'Second party agrees to furnish to first party annually on the first day of each year during the life of this agreement, six annual passes, good for transportation at all times and on all cars, between Trinidad and Cokedale and elsewhere on all lines, to be made out to whomsoever said first party may direct.'

> The Stonewall Valley Electric Railroad Company has, after various changes, come into the possession of this company and is part of the property of this company.
>
> Believing that this was a contract, and that we would be called upon to issue the passes, and at the present time are honoring these six passes for transportation on our lines."

We have quoted in the rulings above section 17 in regard to the anti-pass provision. We have also quoted subsection (c) of section 17 in regard to the prohibiting of discrimination. The question then arises whether or not, on account of the contract originally entered into between the original company and the Carbon Coal and Coke Company, the Electric Railway Company may lawfully issue these free passes.

The Missouri Public Service Commission on May 21, 1913, on the subject of payment for transportation, said:

> "Nothing but money can be lawfully received or accepted in payment for transportation subject to the provisions of Section 36 of the Public Service Commission Law, after July 31st, 1913, whether of passengers or property, or for any service in connection therewith, except transportation in exchange for advertising space in newspapers and magazines at full rates for such advertising, it being the opinion of the Commission that the prohibition against charging or collecting a greater or less or different compensation than the established rates or fares in effect at the time, precludes the acceptance of service, property or other payment in lieu of the amount of money specified in the published schedules."

The Public Utilities Commission Act of the State of Colorado is analogous to the law of Missouri in respect to the provision preventing free transportation and discrimination, except as to newspapers.

In the case of Railroad Company vs. Mottley, 219 U. S. Supreme Court Reports, page 467, the Supreme Court of the United States had before it a provision of the Interstate Commerce Law almost identical with our law, and the contract presented to the court was as follows:

"Louisville, Ky., Oct. 2nd, 1871.

The Louisville & Nashville Railroad Company in consideration that E. L. Mottley and wife, Annie E. Mottley, have this day released Company from all damages or claim for damages for injuries received by them on the 7th of September, 1871, in consequence of a collision of trains on the railroad of said Company at Randolph's Station, Jefferson county, Ky., hereby agrees to issue free passes on said railroad and branches now existing or to exist, to said E. L. & Annie E. Mottley for the remainder of the present year, and thereafter, to renew said passes annually during the lives of said Mottley and wife or either of them.

Thos. J. Martin,
For Louisville & Nashville Railroad Co.
Willis Ranney, Sec. (SEAL.)"

This case may be regarded as the last word on this subject. The court says:

> "It solved the question when, without making any exceptions of existing contracts, it forbade by broad, explicit words any carrier to charge, demand, collect or receive a greater or less or different compensation for any services in connection with the transportation of passengers or property than was specified in its published schedules of rates. The Court cannot add an exception based on equitable grounds, when Congress forbore to make such an exception. The words of the act therefore must be taken to mean that a carrier, engaged in interstate commerce, cannot charge, collect or receive for transportation on its road anything but money."

Although the contract under which the free transportation was issued was a valid contract at the time it was entered into, that fact does not change the rule; for, as stated in the Mottley case, *supra:* "If one agrees to do a thing which it is lawful for him to do and it becomes unlawful by an act of the Legislature, the act avoids the promise."

It follows, under the doctrine as laid down in the Mottley case, just quoted, that, although the contract entered into by the Railway Company with the Carbon Coal and Coke Company may have been legal at the time that it was made, under the present Public Utilities Law of the State of Colorado the carriage of these persons free would be contrary to law.

ADMINISTRATIVE RULING NO. 13

Effective November 16, 1914.

The Commission has been requested to make an administrative ruling on the following question:

> "Whether 'policemen and firemen when in uniform' may be carried free by a common carrier to points outside of the city in which the policemen or firemen in question are employed."

The Commission rules that "policemen and firemen when in uniform" cannot lawfully be carried free to or from points outside of the city in which they are employed, for the reason they are not on duty; their authority having ceased when they left the limits of the city in which they are employed.

ADMINISTRATIVE RULING NO. 14

Effective November 16, 1914.

The Commission is asked to make an administrative ruling on the following questions:

> "Whether a common carrier is permitted to issue free transportation to members of the Board of County Visitors, charity or missionary workers for churches, officials of the Salvation Army, and persons doing charitable work for the Young Woman's Christian Association, such persons not being *exclusively* engaged in charitable and eleemosynary work."

It is the opinion of the Commission that free transportation cannot lawfully be issued to members of the Board of County Visitors, charity or missionary workers for churches, officials of the Salvation Army, and persons doing charitable work for the Young Woman's Christian Association, for the reason that the charitable work which they perform is only *incidental* and not *exclusive,* as specified by the act.

ADMINISTRATIVE RULING NO. 15

Effective November 16, 1914.

The Commission is asked to make an administrative ruling on the following question:

"Whether employes of an Associated Charities, who receive compensation for their services from the association, are considered persons *exclusively* engaged in charitable and eleemosynary work; the employes devoting their entire time to the work of the association."

The Commission rules that it would not be unlawful to issue free transportation to such persons when so engaged, if they are employed by a bona-fide charitable organization whose funds are raised and used for charitable purposes, including the salaries paid employes.

ADMINISTRATIVE RULING NO. 16

Effective November 16, 1914.

The Commission is asked to make an administrative ruling on the following question:

"Whether employes of hospitals, such as sisters, nurses, superintendents, and the like, where a charge is made for the service if the people have the ability to pay, but no charge is made where they have no ability to pay, and where there is no profit derived from operations, are persons competent to receive free transportation."

There is a certain amount of free service performed in all hospitals, but it does not follow that they are charitable institutions. Most of them, if not all, endeavor to make a profit, the employes being paid a salary or fees, and cannot be considered as devoting their entire time to charitable purposes.

The Commission holds that it would be unlawful to issue free transportation to such persons. However, Sisters of Charity are usually considered to be *exclusively* engaged in charitable work, and, as such, it would not be unlawful to issue free transportation to them.

ADMINISTRATIVE RULING NO. 17

Effective November 16, 1914.

The Commission is asked to make an administrative ruling on the following question:

"Whether the families of officers, agents, surgeons, physicians, and attorneys-at-law of public utilities are competent to receive free transportation. In this connec-

> tion, we call attention to the fact that the act says: 'except to its (company's) employes and their families, its (company's) officers, agents, surgeons, physicians and attorneys-at-law.' The act seems to specifically state that the families of employes are entitled to receive free transportation, but the families of officers, physicians, surgeons, and attorneys-at-law do not seem to be mentioned. Thus it would seem that the wife of a track-man may use free transportation, but the wife of the president of the road is not so permitted."

The Commission holds that the term "officers" as used in section 17 of the act should be construed to mean "employes." All officers are in a sense employes, and it was the evident purpose of the legislature that it should be so construed. Under this construction, it would not be unlawful to issue free transportation to the members of their families.

The terms "agents, surgeons, physicians and attorneys" cannot be so construed, unless they are regular and bona-fide employes. If an agent's surgeon's, physician's, or attorney's employment is only *incidental,* or he is employed *temporarily* for a particular service, or *principally engaged in some other business* other than the public utility which he serves, his family would not be entitled to free transportation.

ADMINISTRATIVE RULING NO. 18

Effective November 16, 1914.

The Commission is asked to make an administrative ruling on the following question:

> "Whether the officers and employes of a business concern other than a public utility, but which concern owns the stocks and bonds of a public utility, can be allowed free service on account of such ownership of stocks and bonds."

The Commission rules that free transportation or free service cannot lawfully be given to such persons, neither can such persons lawfully accept and use free transportation or free service, for the reason that the act does not, either by direct provisions or by implication, exempt them from the operation of the law.

ADMINISTRATIVE RULING NO. 19

Effective November 16, 1914.

Inquiry is made to ascertain if it is permissible for street-car companies to issue free transportation to persons holding a contract for advertising space in street cars, paying the company therefor a cash rental, and in turn subletting the space to merchants, etc.

The Commission rules that free transportation cannot lawfully be issued to such persons, for the reason they are not employes and are not exempt from the operation of the law.

ADMINISTRATIVE RULING NO. 20

Effective November 16, 1914.

The Commission is asked to make an administrative ruling on the practice of street-car companies making arrangements with certain merchants to sell their tickets, and compensating them for their services by issuing such persons free tickets for their individual use; also, to rule on the practice of street-car companies issuing free tickets to solicitors of certain attractions and resorts located on the lines of the street-car companies.

The Commission holds that it is not lawful to grant free service in payment for services rendered. There is nothing in the act, however, which prevents the common carriers from employing agents to sell tickets and compensating them either by salary or commission. Payment, however, must be made in money and not in free service.

ADMINISTRATIVE RULING NO. 21

Effective November 16, 1914.

The Commission is requested to make an administrative ruling on the following question:

> "Whether United States mail-carriers can be carried free on street-car lines."

The Commission holds that mail-carriers cannot lawfully be issued free transportation, for the reason that they are not exempted by the act, although railway mail service employes are specifically exempted.

ADMINISTRATIVE RULING NO. 22

Effective November 16, 1914.

The Commission is requested to give an opinion as to the lawfulness of the practice of public utilities exchanging free or reduced service for advertising space in newspapers.

The Commission holds that it is unlawful for public utilities to exchange free transportation or free service for advertising space in newspapers, for the reason that it is plainly contrary to the act, which was emphasized by the fact that an attempt was made in the legislature to permit this practice. The attempt, however, failed.

ADMINISTRATIVE RULING NO. 23

Effective November 16, 1914.

An opinion is requested of the Commission as to whether the Public Utilities Act takes precedence over a contrary charter provision of cities and towns operating under the Twentieth Amendment to the Constitution.

The Commission holds that the provisions of the Public Utilities Act are uniformly applicable in all parts of the state, both within and without cities operating under the provisions of the Twentieth Amendment, and any charter provisions in conflict with the Public Utilities Act and orders of the Public Utilities Commission are of no force and effect.

ADMINISTRATIVE RULING NO. 24.

Effective November 23, 1914.

The Commission has been requested to make a ruling on the question as to whether or not cities and towns are permitted the free use of long distance telephone service in police work.

Section 17 (a) of the Public Utilities Act reads in part as follows:

> "No public utility subject to the provisions of this act shall, directly or indirectly, issue, give or tender any free service * * * ."

Then follows the specific exceptions. Cities and towns are, however, not mentioned in these exceptions.

Section 17 (c) reads:

> "Except as in this section otherwise provided, no public utility, shall charge, demand, collect or receive a greater or less or different compensation for any product or commodity furnished or to be furnished, or for any service

rendered or to be rendered, than the rates, tolls, rentals, and charges applicable to such product or commodity or service as specified in its schedules on file and in effect at the time, nor shall any such public utility refund or remit, directly or indirectly, in any manner or by any device, any portion of the rates, tolls, rentals and charges so specified, nor extend to any corporation or person any form of contract or agreement or rule or regulation or any facility or privilege except as are regularly and uniformly extended to all corporations and persons; provided, that the commission may by rule or order establish such exceptions from the operation of this prohibition as it may consider just and reasonable as to each public utility."

It will be noted by the provisions of this section that no free service of any kind can be granted by any public utility, except to those persons who are specifically and affirmatively excepted from the operation of the law.

It will also be noted that any free service rendered is subject to such reasonable restrictions as the Commission may impose. This, however, does not give the Commission power to extend the privilege to others who are not specifically exempted by the act, but only gives the Commission power to adopt rules tending to prevent abuses of the practice of giving free service to those who are specifically exempted.

It will be also noted that this section is intended to prevent discrimination by providing that all charges made by a public utility shall be such as are regularly and uniformly extended to all corporations and persons. While it is true that the Commission is empowered by rule or order to establish such exceptions as it may consider just and reasonable as to each public utility, we do not construe the law to mean that the Commission has the power to declare free service of any kind to be just and reasonable.

Again, under Section 18, it is provided that no public utility shall grant any preference or advantage to any corporation or person, or subject any corporation or person to any prejudice or disadvantage, and are restrained from establishing any unreasonable difference as to rates, charges, etc., either between localities or as between any class of service.

To the mind of the Commission the provisions of these sections of the law are plain and unmistakable as to the intent of the legislature. The Commission, therefore, holds that it would not be lawful for a public utility to grant free long distance telephone service to cities or towns.

Part IV

Formal Complaints

BEFORE THE

State Railroad Commission of Colorado

OMAR E. GARWOOD, ET AL.,
Petitioners,
vs.
THE COLORADO & SOUTHERN RAILWAY COMPANY, A CORPORATION; THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, A CORPORATION; AND UNION PACIFIC RAILROAD COMPANY, A CORPORATION,
Defendants.

CASE NO. 34.

Submitted December 21, 1912. *Decided March 20, 1913.*

STATEMENT OF CASE.

On February 23, 1912, the petitioner herein filed his complaint with the Commission, in which it is alleged, among other matters, that petitioner is a resident of the City and County of Denver, and is a purchaser and consumer of coal from the Northern coal fields. That this proceeding is brought by the petitioner on his own behalf and on behalf of all other coal-consumers who may hereafter become parties to this proceeding.

That the defendants—The Colorado & Southern Railway Company, The Chicago, Burlington & Quincy Railroad Company, and Union Pacific Railroad Company—are common carriers, and are engaged in the transportation of coal from the Northern coal fields, in Boulder and Weld Counties, Colorado, to Denver; and that Louisville is the center of the said Northern coal fields, and that said town of Louisville is distant from Denver about twenty miles.

That said defendants charge and collect upon all shipments of coal, carloads, from said Northern coal fields destined to Denver, the following prices, to-wit:

On lump coal	80 cents per ton
On mine-run coal	70 cents per ton
On slack coal	60 cents per ton

That said charges are unjust, unreasonable, and exorbitant, and in violation of the Act to Regulate Common Carriers.

Petitioner prays that said rates be reduced by the Commission to the following prices:

Lump coal	50 cents per ton
Mine-run coal	45 cents per ton
Slack coal	40 cents per ton

That heretofore, in what is known as the Consumers' League case, the Commission entered an order on the same rates in question herein, and in said order said rates were reduced from 80 cents, 70 cents, and 60 cents per ton to 55 cents, 50 cents, and 45 cents, respectively.

The defendants each filed their separate answer, in which, among other things, they admit that they are common carriers of freight. They deny that the said rates charged by them are excessive, unreasonable, or exorbitant; but admit that they are charging said rates.

They allege that the complainant herein does not show that petitioner is a shipper of coal over defendants' lines of road, or is suffering from any injury at the hands of the defendants.

They deny generally each and every other allegation in said complaint.

This cause was first set for hearing May 6, 1912, but was, by request of all parties concerned herein, continued until May 22, 1912. On May 22, 1912, on the application of petitioner herein, the setting was vacated and the cause was retired from the docket, with the permission to have the same redocketed and reset on petitioner's application. On August 6, 1912, on the application of petitioner herein, the cause was redocketed and reset for hearing, when the taking of testimony was commenced, and was continued thereafter from time to time, at the request of all parties, the final argument herein being had on December 21, 1912.

Omar E. Garwood, assisted by Albert L. Vogl, appeared as counsel for petitioner.

E. E. Whitted appeared as counsel for The Colorado & Southern Railway Company and The Chicago, Burlington & Quincy Railroad Company.

C. C. Dorsey and E. I. Thayer appeared as counsel for Union Pacific Railroad Company.

FINDINGS OF FACT.

On April 4, 1910, in what was known as the Consumers' League case, involving the same defendants, the same haul, and the same rates as are involved herein, this Commission entered an order reducing the said rates then maintained by said defendants from—

80 cents on lump coal,
70 cents on mine-run coal, and
60 cents on slack coal, carloads,

to—

55 cents on lump coal,
50 cents on mine-run coal, and
45 cents on slack coal, carloads.

The present law provides that the life of an order is limited to two years, and the present proceeding was brought to renew the said order entered April 4, 1910. The Commission (while it will take cognizance of its former order and the evidence introduced therein) desired at the commencement of the present action to give the defendants full opportunity to offer the fullest possible evidence in the cause; and ample time and opportunity were afforded for the same, with the result that much new and additional evidence was introduced that was not introduced in the former cause. In fact, the taking of the evidence in the present cause consumed many days and, after being extended, consists of about seven hundred pages of typewritten matter.

While the Commission has, undoubtedly, the right to go so far outside of the record in the present case as to consider the evidence introduced in the former case tried before us, known as the Consumers' League case, No. 22, and decided by the Commission, it has had no need to do so, as it is able to decide the present case on what it considers sufficient evidence introduced in the present case, and on which it bases this order.

The three defendants operate three different lines of railroad between what is termed the Northern coal fields, located in Weld and Boulder Counties, in the State of Colorado, and Denver; the distance from Denver being as follows:

Via Colorado & Southern	21.6 miles
Via Union Pacific	26.8 miles
Via Chicago, Burlington & Quincy	24.2 miles

Being an average distance of 24.2 miles in length.

The rate is a blanket rate and is the same on each defendant's road.

The average annual tonnage of coal shipped to Denver, according to defendants' testimony, for the years 1909, 1910, and 1911, is as follows:

Colorado & Southern	360,801 tons
Union Pacific	187,258 tons
Chicago, Burlington & Quincy	135,305 tons

Or a total average tonnage for the three lines, for one year, of 683,364 tons.

Witnesses for defendants testified that 43 per cent of this coal moved under the 80-cent-per-ton rate, 18 per cent under the 70-cent-per-ton rate, and 39 per cent under the 60-cent-per-ton rate; making an average of 70.3 cents per ton, which produced a total average annual revenue for all lines of $480,384.20.

Witnesses for defendants also testified that they absorbed a switching charge of 20 cents per ton in the Denver terminals, and that the absorption of switching cost the Union Pacific an average of 14.3 cents per ton, the Colorado & Southern 6.9 cents per ton, and the Chicago, Burlington & Quincy 14.1 cents per ton; or an average of 11.8 cents per ton on all classes of coal.

Colonel Dodge, a witness for plaintiff, of many years' experience in the operation of railroads, testified that from $3 to $5 per car, running from thirty to fifty tons each, would be a reasonable switching charge, varying according to the number of times it was switched.

This would produce about 10 cents per ton for switching. Averaged on the basis of 20 cents, according to defendants' witnesses, the average, as testified to by defendants, would be 11.8 cents per ton for all classes of coal. If averaged on the basis of 10 cents, according to witness Dodge's testimony, the average for all classes of coal would be something like 6 cents per ton.

One of the main witnesses for defendants was Mr. Bradbury, auditor of one of defendants' roads. According to Mr. Bradbury's testimony, a reasonable charge would be $2.94 per car, and, at thirty-two tons per car, a reasonable charge would be 9.2 cents per ton for cost of switching.

About nine witnesses were sworn and testified on behalf of petitioner, and more than this number testified for defendants, and from their testimony the Commission finds that the present rates in force at the present time are 80 cents, 70 cents, and 60 cents on lump, mine-run, and slack coals, respectively, from the Northern fields into Denver, an average distance of 24.2 miles. That these rates have been in force for about eighteen years. That the haul is practically a level or prairie haul, with a few fairly heavy grades. That the rate from the Routt County coal fields to Denver is $1.60 a ton on lump coal, and the distance is 195 miles. That the grade for about twenty-seven miles, over Corona Pass, is about 4 per cent. That the distance from the Trinidad district to Denver is about 210 miles, and the rate is $1.85 per ton on lump coal, and the same must be hauled over the Palmer Lake divide, with a fairly heavy grade. From the Walsenburg district to Denver the distance is 175 miles, and the rate on lump coal is $1.60 per ton.

The rate per ton per mile is, therefore, very disproportionate by comparison of the rates between the Northern and Southern fields in "rates per ton per mile," and in the case of one defendant both fields are reached by different branches of its line.

What, if any, good reason has this defendant advanced for the great disproportion in these rates?

The Commission has taken into consideration the fact that the defendant roads reaching the Northern fields vary in length, some having a longer haul than others, and for that reason the expense of the haul from the Northern fields varies to some extent between the different defendants, though all defendants have a blanket rate.

The Commission proposes to consider this matter in a manner that will allow ample earnings to the longest or least-favored road entering the Northern fields.

Defendants' witnesses testified that the average price per ton from these Northern points on all classes of coal, after considering the amounts hauled of each kind, is 70.3 cents. The rate per ton per mile is nearly 3 cents, as against less than 1 cent per ton per mile from the Trinidad, Routt, and Walsenburg districts.

Witnesses for defendants testified that there was a greater expense to the defendants in the haul from the Northern than from the Southern fields, in that a large percentage of the Northern coal had to be switched to, and remain on, storage tracks, free of charge, for the purpose of allowing shippers a sort of warehouse storage, as it were, until finally disposed of by them.

We doubt if this can properly be considered as an item that should be added to the line-haul expense. Under the ruling of the Interstate Commerce Commission, in Opinion 2129, involving rates on hay from the Northwest to Chicago, and involving a similar contention, the Commission therein says:

> "Terminal expenses incident to delay in releasing equipment cannot properly be charged against each shipment, and should not, therefore, be included in the line rate."

If such a storage advantage is given to individual shippers, the cost should not be added to the line haul to the disadvantage of other shippers.

It is contended that the car detention on the Northern haul is about the same as on the Southern haul, while the distance is an average of 24.2 miles as compared with 210 miles from the Southern.

Witnesses for the defendants were very extravagant, in the opinion of the Commission, in their statements as to the number of days a car would be detained in making one trip from Denver to the Northern fields and return. It was claimed by one witness that the average detention of one car was 14 days, and this testimony ranged from 11.65 days on the Chicago, Burlington & Quincy to 20 days on the line of the Union Pacific—and this for a haul of only 24.2 miles.

To the minds of the Commission, this is out of all reason and conscience. It seems to be the practice of hauling to the mines a number of cars, and switching them on the track above the tipple, to be dropped down by gravity as they are used for loading. The diligent should not be made to pay for the faults of the

negligent, and while it may be that our present demurrage laws are inefficient, yet it seems that a large part of this detention is caused by the poor management or lax methods of the common carriers.

For the average distance of 24.2 miles, it seems that nine days would be ample time for the car detention. Shippers should be made to understand that cars should be loaded on reaching the mine before other deliveries will be made.

It seems to the Commission that the doctrine laid down *in re* Rates on Hay from the Northwest to Chicago, Opinion 2129, decided January 13, 1913, should obtain in this case: that unreasonable terminal expense incident to delay in releasing equipment should not be included in the line haul.

Another item of extra expense claimed by defendants is the item of interest on terminal values. If we concede, as claimed by one of the defendants, that the value of the real estate of terminals, less that part which they have leased, is $5,580,851.00
and the value of the trackage is 1,747,761.00

the total would be $7,328,612.00

Besides the part which they say they have leased and are receiving revenue on. At 6 per cent interest for one year, the interest would be $439,716.72
Taking from this 146,330.27

which defendants' witnesses testified that they received from switching, the balance or interest item would then be $293,386.45

The car movement into the Denver yards, from the evidence of defendants' witnesses, was 226,816 cars. Multiplying this by 32, the average number of tons in a car, as testified to by them, and then dividing $293,386.45 by this result, would give us the cost per ton for terminal interest, which would be 4 cents per ton.

In this computation we have allowed for the terminal values, including the leased part of the terminal, $8,522,668.

Another item advanced by defendants as increasing the cost of the haul from the Northern fields is service of a switching train crew at the mines.

The testimony shows the reasonable value of the train crew's service would be $21.23 per days, and, working 350 days, the cost would be $7,420.50. Dividing this by 377,960, the number of tons of coal, the item for switching charges would be 1.9 cents per ton for services at the mine.

Another item of expense, contended for by defendants, attending the haul from the Northern coal fields is the item of car detention. While we believe that nine days are unnecessary by

proper management for the use of a car in the service, yet, allowing the said nine days on account of our poor demurrage laws, on the valuation of $800 per car, at 6 per cent per annum, the interest thereon would be $1.17 for nine days, and, hauling 32 tons per car, the item of car detention would be 3.5 cents per ton.

The items then contended for by defendants as constituting an extra expense attending the haul from the Northern fields are an extra of (1) terminal switching; (2) interest on terminals; (3) switching service at the mines; (4) car detention.

Let us see what these extra expenses contended for by the defendants would amount to. It is the opinion of the Commission, and the Commission finds, that the following is an ample and remunerative return for the following services and items, as shown by the evidence:

Terminal switching	11.8 cents
Interest on terminal investments	4.0 cents
Services at the mines by the train men	1.9 cents
Car detention	3.5 cents

Then the above items contended for by defendants as constituting an extra expense of the Northern haul over the haul from the Southern and Routt County fields, together amount to 21.2 cents per ton.

In the Consumers' League case the Commission ordered a reduction to 55, 50, and 45 cents, respectively, on lump, mine-run, and slack coal, making an average of 50 cents per ton for all classes.

If the above items, amounting in all to 21.2 cents, are deducted from the 50 cents, the average rate, there will still remain 28.8 cents per ton for the Northern haul, after all the above items of expense are taken care of, 2 cents more than 1 cent per ton per mile for the longest haul of any defendants.

While the above items are claimed to be more expensive in the Northern haul, it is not contended that the Southern and Routt County hauls have not the same items of expense, but in a limited degree.

Then, for the Southern haul, the carriers receive less than 1 cent per ton per mile, and have these items to take care of; while for the Northern haul the above items are all cared for, and the carriers still have a margin of 2 cents per ton to spare to take care of any other items of expense overlooked, if the rates ordered in the Consumers' League case were to obtain.

In the case of the Northern Coal & Coke Company vs. The Colorado & Southern Railway Company, 16 I. C. C., page 373, the Interstate Commerce Commission, in discussing the same rate, says:

"In the opinion of the Commission the local rate of 80 cents per ton on Lignite coal from Louisville to Denver as applied on through traffic to Chicago, Rock Island & Pacific points, as referred to, is unjust and unreasonable. The charge covers a haul of twenty miles as part of a through haul of several hundred miles on coal of an inferior grade. Defendant admits that the same is too high and expresses the willingness to re-publish a proportional rate of 50 cents net ton for that part of the haul from Louisville to Denver to apply on through traffic to Rock Island points.

We think even this rate would be *unreasonable for that service*, and that joint rates should be established by defendants to apply on through traffic from Louisville to the various points reached by the line of the Chicago, Rock Island & Pacific in Kansas, Nebraska, Missouri, Iowa and Oklahoma, which shall in no case exceed the rate in effect via C., R. I. & P. from Denver and Roswell by more than 40 cents per net ton. The through rate may be so apportioned between the Colorado & Southern and the Rock Island Companies on any basis of division which those carriers may deem proper."

While the above case was decided on an interstate haul, it is plain to the minds of the Commission that the Interstate Commerce Commission regarded the rate of 80 cents, even as applied to a local haul, as unreasonably high, and while they may not have, and probably would not have, reduced the same to 40 cents on a local haul, yet we feel that they would not have fixed a rate therefor above the rate as fixed in the Consumers' League case.

The Commission is of the opinion that 55 cents, 50 cents, and 45 cents per ton on lump, mine-run, and slack coal, respectively, is a reasonable and remunerative rate on the haul in question, and the Commission finds that the said rates of 80 cents, 70 cents, and 60 cents per ton on the said haul in question, on lump, mine-run, and slack coal, respectively, are unjust, unreasonable, exorbitant, and discriminatory upon the foregoing findings of fact.

ORDER.

It is hereby ordered that the defendants, The Colorado & Southern Railway Company, The Chicago, Burlington & Quincy Railroad Company, and Union Pacific Railroad Company, be and they are hereby severally notified to cease and desist, on or before the 24th day of April, 1913, and during a period of two years thereafter abstain from demanding, charging, collecting, or receiving for the transportation of lump, mine-run, and slack coal from

mines on defendants' lines, in and around Louisville, Lafayette, Marshall, Erie and the Dacona, Frederick district, in the Counties of Boulder and Weld, and in what is known as the Northern Colorado coal fields, to Denver, in the State of Colorado, the present rates of 80 cents per ton on lump, carloads, and 70 cents per ton on mine-run, carloads, and 60 cents per ton on slack, carloads, and to publish and charge, on or before the 24th day of April, 1913, and during a period of two years thereafter collect and receive, for the transportation of lump coal from said mines to Denver, a rate not exceeding 55 cents per ton, carloads, and on mine-run coal a rate not exceeding 50 cents per ton, carloads, and on slack coal a rate not exceeding 45 cents per ton, carloads; and said defendants are hereby authorized to make said rates effective upon three days' notice to the public and to the Commission.

By order of the Commission:

AARON P. ANDERSON,

(SEAL) DANIEL H. STALEY,

Commissioners.

Dated this 20th day of March, 1913, at Denver, Colorado.

MR. KENDALL DISSENTING:

I agree with the majority of the Commission as to the statement of facts in this case, in so far as they are stated, and also agree that the present rates as charged by the defendant carriers are unjust and unreasonable, but am constrained to withhold my concurrence in the findings and order of the majority of the Commission.

The complainant in this case depends mainly on three different grounds to show why the present rates are exorbitant and unreasonable. These are: first, the order of this Commission in the case entitled "The Consumers' League vs. The Colorado & Southern Railway Company," which was decided by this Commission on April 4, 1910, wherein the identical rates attacked in this complaint were ordered reduced to 55 cents, 50 cents, and 45 cents on lump, mine-run, and slack, respectively; second, that in the case before the Interstate Commerce Commission entitled "The Northern Coal and Coke Company vs. The Colorado & Southern Railway Company," 16 I. C. C., 373, the Commission held that the rate of 80 cents per ton on lignite lump coal from Louisville to Denver, as applied to through traffic, was unjust and unreasonable; third, that if coal can be hauled from the Southern fields to Denver at a rate of less than one cent per ton per mile, the same basis should be used in fixing rates from the Northern fields.

While this Commission has the undoubted right to take judicial notice of its own acts and orders, it has not the right to permit a complainant to make a prima facie case out of a former order of the Commission, when the issues are the same; neither has the Commission the right to consider rates named in a former order reasonable when new and additional evidence has been introduced.

> "Necessarily each case must be decided according to the facts and conditions as they are shown to exist at the time."
>
> T. M. Sinclair & Co., Ltd., vs. C. M. & St. P. Ry. Co., 21 I. C. C., 490.

> "Cases of alleged undue preference or prejudice must be adjudged upon their respective merits and seldom, if ever, may such cases be controlled by results of other controversies supposed to be of like nature."
>
> Chamber of Commerce of New Port News, Va., vs. Southern Railway Company et al., 23 I. C. C., 356.

In perusing the evidence taken in the Consumers' League case, and comparing it with the veidence taken in the present case, it is apparent that a great deal of evidence was presented in the present case which was not before the Commission in the former case, and for this reason must of necessity be considered in the light of a new case.

Section 15, Chapter 5, of the Session Laws of 1910, under which this Commission is acting, reads in part as follows:

> "That the Commission is authorized and empowered and it shall be its duty whenever *after full hearing* upon a complaint made as provided herein * * * it shall be of opinion that any of the rates or charges complained of * * * are unjust or unreasonable * * * and to make an order that the common carrier shall cease and desist from such violation * * * ."

This section clearly makes it mandatory on this Commission to grant a full hearing, and render a decision on the merits of such hearing, without reference to any former case.

> "A finding without evidence is arbitrary and baseless. * * * It would mean that where rights depended on facts, the Commission could disregard all rules of evidence, and capriciously make findings by administrative fiat. Such authority, however beneficently exercised in one case, could be injuriously exerted in another; is inconsistent with rational justice, and comes under the Constitution's condemnation of all arbitrary

exercise of power. * * * A finding without evidence is beyond the power of the Commission, an order based thereon is contrary to law. * * * "

Interstate Commerce Commission et al. vs. Louisville & Nashville Railroad Company; opinion U. S. Supreme Court, decision January 20, 1913.

In the case before the Interstate Commerce Commission entitled "The Northern Coal & Coke Company vs. The Colorado & Southern Railway Company," 16 I. C. C., 373, to which case the complainant in this case has made reference, the Commission did not undertake to say what would be a reasonable local rate. What they did say was that the through rate from Louisville to points in Kansas and Nebraska should not be more than 40 cents per ton greater than the through rate from Denver to the same points. They did not undertake to say how the through rate should be divided between the various carriers affected.

It is one of the natural fundamentals of rate-making that the per-ton-per-mile rate decreases as the distance increases, and the shorter the haul the greater the per-ton-per-mile rate, for the reason that there are certain fixed elements of expense that are applicable to both. In the present case it is evident from the testimony that there is a considerable terminal expense attached to the local business, which is not encountered in handling the through business.

While the decision of the Interstate Commerce Commission in the above case may and does have some weight in the case now before this Commission, it is, however, not the controlling one. Many questions have arisen in this case which were not before the Interstate Commerce Commission at all.

The complainant in this case strongly urges that the per-ton-per-mile theory of rates should apply on this traffic, and comparison is made with other coal hauls in this state to bear out this contention, the haul on coal from the Walsenburg and Trinidad districts to Denver being specifically mentioned as a comparison; and insists that if coal can be hauled from these districts to Denver at a rate of a fraction less than one cent per ton per mile, the same principle should apply and practically the same rate per ton per mile should be charged from the Northern fields.

There are so many elements that must be taken into consideration in fixing proper freight rates that to apply the per-ton-per-mile basis alone would lead to demoralizing results, and in many cases would result in confiscation of property, not only of the railroads, but of many commercial enterprises as well, and would in most instances deprive communities of the natural advantages to which they are entitled, and in many cases result in permitting localities to enjoy a monopoly to which they are not entitled and which should not be allowed. In the present case the defendant

carriers made a most exhaustive defense, and with great detail went into every element that entered into the hauling of this traffic, which they did not do in the former case.

In considering the evidence in this case, the Commission must consider what effect an order would have on all lines as a whole, without regard to what effect an order might have on the stronger or weaker lines, if considered separately.

> "In determining what are reasonable rates between two points, neither that railroad which can afford to handle traffic at the lowest rate nor that whose necessities might justify the highest rate, should be exclusively considered. Rates must be established with reference to the whole situation."
>
> City of Spokane, Wash., et al. vs. Northern Pacific Ry. Co. et al., 13 I. C. C., 376.

> "The Commission has repeatedly held that a carrier with a long route is not obliged as a matter of law to meet the rate of the short line competition, and the reduction of a rate applicable via a long route to meet the rate in effect via a shorter and more direct route is not of itself conclusive evidence of the unreasonableness of the higher rate."
>
> Georgia-Carolina Brick Co. vs. Southern Ry. Co. et al., 20 I. C. C., 149.

The evidence in this case discloses many problems that are peculiar to this traffic. It appears that there is scarcely any movement of loaded cars into the Northern coal fields; that something over 99 per cent of all cars moving into these fields are hauled empty, and a very large percentage of the equipment is assembled at, and move from, Denver to supply cars to the mines, thus making practically a double haul to handle this traffic.

The evidence shows that from 80 to 85 per cent of all the coal mined in this district is shipped to Denver; that Union Pacific Railroad Company handled 27.4 per cent of the total tonnage, The Colorado & Southern Railway Company 52.8 per cent, and The Chicago, Burlington & Quincy Railroad Company 19.8 per cent; and that the U. P. absorbed switching charges on 70 per cent of the entire tonnage hauled by that line, and the C. B. & Q. absorbed switching charges on 70.3 per cent on the entire tonnage hauled by that line. This would indicate that these two lines are nearly on a parity with reference to handling this traffic in the Denver terminal, while the C. & S., by virtue of its greater terminal mileage and being more advantageously located, absorbed switching carges on only 9 per cent of its total tonnage.

Also that the defendants in this case have 209.87 miles of terminal tracks in the City and County of Denver, divided as follows: U. P., 71.5 miles; C. & S., 99.36 miles, and C. B. & Q.,

39.01 miles. This terminal mileage, as well as the terminal mileage of all other lines in Denver which are not parties to this action, is available to all shippers and consignees of this traffic, under the switching arrangement mentioned in the majority opinion.

It appears that the average selling price of lignite lump coal from the Northern fields ranges from $2.40 to $2.70 per ton, F. O. B. at the mines; that the present rates of 80 cents, 70 cents, and 60 cents per ton on lump, mine-run, and slack, respectively, have been in effect for many years, during which time the retail price of lump coal in the Denver market has varied from $3.75 to $5.25 per ton.

Another element which enters very largely into the questions raised by this complaint is the matter of car detention. The evidence shows that the average detention of a car used in this service is 14 days. This ranges from 11.65 days on the line of the Chicago, Burlington & Quincy to 17.5 days on the line of the Union Pacific. This is an element of considerable importance, and no doubt a very serious matter with the carriers. While it is true the carriers are themselves responsible for some of this detention, under the present demurrage laws of this state it is not possible for the carriers to inflict a penalty severe enough to compel shippers to release equipment promptly. The result is that many shippers use the equipment for storage purposes, to the detriment of not only the carriers, but other shippers as well. Actual figures concerning this question, as shown by the testimony of Mr. Toucey, of the Union Pacific, and Mr. Welsh, of the Colorado & Southern, show the following results: On the U. P. one car was detained 20 days, on which 38.5 cents demurrage was collected under the average demurrage agreement. The average demurrage collected on 73 cars in one month amounted to 42.3 cents. Another month showed an average of 60 cents demurrage collected on 76 cars. The records of the Colorado & Southern show an average of .04 cents demurrage collected per car for the year ending June 30, 1912, and $38 collected on 100 cars in one month. It appears from this that demurrage is not a producer of any considerable revenue.

A comparison of rates and conditions between the Northern fields and the Southern fields, which embrace the Trinidad and Walsenburg districts, both districts being served by the Colorado & Southern, one of the defendants in this case, discloses some interesting features. The distance from the Walsenburg district to Denver is 175 miles, and from the Trinidad district to Denver, 210 miles. The rates on lump and slack from the Walsenburg district to Denver are $1.60 and $1.40, respectively, and the rates on lump and slack from the Trinidad district to Denver are $1.85 and $1.50 per ton, respectively. In both instances the rates are a fraction less than 1 cent per ton per mile, as against the average charge from the Northern fields of 2.9 cents per ton per mile. Considering this on the per-ton-per-mile basis alone, it would

clearly appear to be discrimination between the Northern and Southern fields; but, in arriving at a correct conclusion, other elements must be taken into consideration. It must be admitted that the line haul in itself is not the chief item of expense in calculating the cost of service. The terminal service afforded the shipper is the same, whether shipped from the Northern or Southern fields; the terminal mileage at the disposal of the shipper is the same; and the terminal services, in other particulars, is practically identical.

It appears, however, that there is an added expense to the carriers on traffic from the Northern fields which is not encountered on traffic from the Southern fields. The evidence shows that a large percentage of all coal shipped from the Northern fields is switched to and from a storage track, free of charge, in addition to other movements that may be necessary. This is for the purpose of allowing shippers to dispose of their product after it arrives in Denver. This also gives the shippers twenty-four hours' additional free time, as demurrage does not commence to accrue until twenty-four hours after the cars are placed on the storage track.

It appears that the average detention to cars shipped from the Southern fields to Denver is practically the same as it is on cars from the Northern fields, the average distance from the Southern fields being 193 miles as against 24.3 miles from the Northern fields. The record discloses the fact that the coal from the Southern fields, being heavier than the lignite coal from the Northern fields, will average about two tons more to the car. It further discloses the fact that the average revenue, per car, to the carrier, on coal from the Southern fields is $52.80, as against an average, per car, from the Northern fields of $21.44; or, in other words, a car shipped from the Southern fields will earn $4.09 per day, as against $2.56 from the Northern fields; which demonstrates that the business from the Southern fields is more profitable to the carriers, notwithstanding it is hauled at a much less per-ton-per-mile rate than from the Northern fields.

The principal witness for the complainant, Mr. D. C. Dodge —a man of many years' experience in the practical operation of railroad properties, and at present one of the receivers of the Denver, Northwestern & Pacific Railway—was also a witness in the Consumers' League case, wherein he testified before this Commission that 50 cents per ton was sufficient revenue to the carriers for hauling coal from the Northern fields to Denver; but in the present case he modified his testimony by stating that 50 cents per ton net to the carriers, for the line haul, excluding the cost of switching service in the Denver terminal, was a reasonable compensation to the carriers.

The question to be determined by this Commission is whether the present rates charged by the defendant carriers are in themselves unreasonable, or whether, measured by comparison with

other rates, they are prejudicial or discriminatory, and if they affect the retail price of coal to any great extent in the city of Denver.

In view of the fact, as disclosed by the record, that the price of lignite coal, on the Denver market has varied from $3.75 to $5.25 per ton during which time the present rates have been in effect, it is apparent that the rates as charged by the defendant carriers have had little, if any, bearing on the retail price of coal in the city of Denver.

It is also apparent from the record that the greatest element of cost of this service is encountered after the shipments are delivered at the Denver terminal. Taking into account the cost of extra switching this traffic requires, severe car detention, small accrual of demurrage, congestion of terminals occasioned by holding carloads until the shipper can dispose of the same, it would seem that the carriers were justified in charging a greater per-ton-per-mile rate than is charged for the longer haul from the Walsenburg and Trinidad districts.

In determining whether the present rates are unreasonable in themselves comparison can be made to show the amount of revenue derived from them, and what proportion they bear to the entire revenues of the carriers affected. If the rates were made to harmonize with the earnings of the stronger line only, it would be confiscatory to the weaker lines, and if made with reference to the weaker lines only, they would be oppressive and prohibitive to the shipper. Conditions must be reckoned with as they exist, and rates must be fixed to harmonize with the situation considered as a whole.

The Commission, for the purpose of comparison, has recourse to the annual reports filed by the defendant carriers. These reports, for the year ending June 30, 1912, show that the freight revenues per mile of road of the defendant carriers were as follows: C. &. S., $5.583.76 per mile; U. P., $5,164.43 per mile, and C. B. & Q., $5,820.33 per mile; being an average for all three lines of $5,522.64 per mile.

The record discloses the fact that the coal traffic from the Northern fields to Denver, based on an average annual haul for the years 1909, 1910, and 1911, yielded an average annual income per mile as follows: C. & S., $11,726.96 per mile; U. P., $4,935.63 per mile, and C. B. & Q., $3,917.63 per mile; being an average for all three lines of $6,860.07 per mile of road used in this traffic, or $1,337.23 per mile more than the general average received in hauling all classes of freight, which amounts to a fraction over 19½ per cent more than is produced by the general traffic of these lines when considered all together.

Considering the entire situation as a whole, without reference to the stronger or weaker lines, it is apparent that the revenue derived from this traffic does not harmonize with the revenue derived from the general freight traffic of the defendant carriers.

The conclusion and order as set forth in the majority opinion of this Commission contemplate a reduction in the rates equal to about 28.5 per cent, which I consider excessive. However, I can see no valid reason why the defendant carriers should assess rates which gives them a return of 19.5 per cent greater revenue than they are deriving from their general freight traffic, and I believe that the present rates are to that extent excessive and unreasonable. In my judgment, 65 cents per ton on lump, 56 cents per ton on mine-run, and 49 cents per ton on slack, in carload lots, would be fair and reasonable rates to assess on coal from the Northern fields to Denver.

I cannot, therefore, concur in the order of the majority of the Commission.

S. S. KENDALL,
Commissioner.

(SEAL)

BEFORE THE

State Railroad Commission of Colorado

A. H. ROOT,
Complainant,
vs.
THE MISSOURI PACIFIC RAILWAY COMPANY,
Defendant.

CASE NO. 38.

Submitted November 18, 1912. *Decided June 3, 1913.*

ORDER OF THE COMMISSION.

And now on this day, the Commission having heard the evidence on the part of the plaintiff, as well as on the part of the defendant, and the Commission having heretofore at the time of the taking of testimony suspended action in the above entitled case on the assurance by defendant that it would satisfy the complainant as to all matters set forth in the complaint herein.

And the Commission on this date being satisfied that the defendant has done and performed all of the things demanded by the plaintiff in the complaint herein.

It is hereby ordered that the complaint be and the same is hereby dismissed.

By order of the Commission:

(Signed) AARON P. ANDERSON,
DANIEL H. STALEY,
S. S. KENDALL,
Commissioners.

(SEAL)

Dated this 3rd day of June, 1913, at Denver, Colorado.

BEFORE THE

State Railroad Commission of Colorado

JOHN J. SERRY,
Petitioner,
vs.
THE DENVER & RIO GRANDE RAILROAD COMPANY,
Defendant.

CASE NO. 39.

Submitted November 26, 1912. *Decided April 12, 1913.*

FINDINGS AND ORDER OF THE COMMISSION.

STATEMENT OF CASE.

On August 6, 1912, complainant filed his complaint herein, in which, among other things, it is alleged:

That complainant, John J. Serry, is a shipper of articles herein enumerated, and is a builder, and his place of business is located at Canon City, Colorado.

That the defendant is a common carrier engaged in the transportation of passengers and property by railroad between the points hereinafter set forth in the State of Colorado, and is subject to the Act to Regulate Common Carriers.

That shipments were made as hereinafter mentioned, to-wit:

The complaint then sets forth 250 different shipments of timber and lumber, involving rates thereon, between the following points: Howard to Canon City, Parkdale to Canon City, Parkdale to Chandler, Cotopaxi to Canon City, Cotopaxi to Victor, Cotopaxi to Florence, Cotopaxi to Pueblo, Cotopaxi to Chandler, Buxton to Canon City, Riverside to Canon City, Superior to Canon City, Salida to Canon City, Shirley to Canon City, Marshall Pass to Canon City, Otto Switch to Canon City, Charcoal Switch to Canon City, and Calcite to Canon City; involving in all seventeen different rates on the line of the Denver & Rio Grande Railroad in Colorado, and ranging from a distance of ten miles, from Parkdale to Canon City, to a distance of 150 miles, from Sapinero to Canon City. In these 150 miles are included about ninety-eight miles of narrow-gauge road.

Complainant sets forth in his complaint what the rates now in force are, and also, in each instance, what, in his opinion, the rates are which should have been charged.

That all freight rates were paid by complainant, and that the difference between the rates stated by him to be reasonable and the amount actually charged be refunded to him.

Complainant asks for $2,056.22 reparation.

In its answer, defendant admits that complainant is a shipper of articles as alleged in the complaint.

Denies that all shipments were ever made as alleged in the complaint.

Admits that complainant paid most of the rates and charges as shown in the complaint, but denies receipt of all such rates and charges, and denies that any reparation is due the complainant.

The answer alleges that the Commission has no authority to order reparation on any shipment antedating February 15, 1911—the date when the law under which the Commission is acting became effective.

Alleges that complainant does not charge any violation of the Act to Regulate Common Carriers.

Alleges that the rates and charges referred to in the complaint were made and put into effect after a conference with the petitioner herein, and in an endeavor to make effective such rates and charges as would enable complainant to move his traffic from all points furnishing such traffic in competition with complainant, and that such rates are in truth and in fact low rates and charges for the services rendered.

That, with this end in view, defendant adopted and made effective the following rates on car-door boards, lumber, mine props, mine ties, and mine timbers:

The answer then proceeds to set forth the table of rates which were made effective by defendant as stated in the answer.

The said 250 shipments were made, according to the complaint, between July 17, 1906, and January 15, 1912—covering a period of nearly six years.

Defendant asks that the complaint herein be dismissed.

FINDINGS OF FACT.

There seem to be several questions which must be first determined by the Commission in order to determine the issues in this case.

First—Are the present rates complained of by plaintiff, and charged by the defendant, reasonable; or is the Commission justified in ordering a reduction of the same under the evidence introduced herein?

Second—If the Commission does not feel justified in reducing the said rates, is the Commission justified in ordering reparation in favor of plaintiff for the difference between the rates now in force and the rates charged by defendant previous to the installation of the rates now in force?

Third—When a rate is voluntarily reduced by a common carrier, how far should it be subjected to reparation of the difference from the rates installed and the rates formerly charged, and on what evidence or basis should the Commission act in ordering such reparation?

It appears that the complainant attacks the reasonableness of the freight rates between seventeen different points in the State of Colorado, and on defendant's lines of railroad, in this action.

It also appears that the complainant is asking reparation on about 250 shipments, and that complainant asks $2,056.22 reparation.

It also appears that said shipments moved on dates reaching as far back as July 17, 1906, and between that date and January 15, 1912—covering a period of nearly six years.

It also appears that in November, 1910, after a conference with plaintiff, defendant voluntarily filed and put into effect tariffs materially reducing the rate then in effect, and that a majority of the shipments complained of moved prior to that date.

In each case where reparation is sought and rates are attacked on which reparation is asked, the main feature of the case should be proof sufficient to establish the unreasonableness of the rates attacked, but in the present case nearly all of the evidence introduced was introduced for the purpose of establishing that the shipments were made, and the amounts which were charged for the same, the reparation question being made the main feature.

Practically the only evidence introduced that tended to show the unreasonableness of the rates attacked from the seventeen different points was the testimony of the plaintiff himself. In fact, the plaintiff himself was the only witness on the part of plaintiff, except where witness Mr. Fred Wild, Jr., a witness for the defense, was introduced to prove that certain shipments were made.

The testimony of the plaintiff went only into the comparison of the rates attacked with other rates as compared with distances, and a statement that the majority of the shipments made by himself were made on a down-hill haul.

We cannot regard this record as satisfactory, nor can we consider that it constitutes sufficient evidence on which this Commission could base an order reducing the present rates in question.

Before the Commission should make an order reducing rates in existence at the time, it should have before it sufficient evidence to enable it to determine whether the rates in question are discriminatory or unreasonable. Some evidence should have been introduced by plaintiff showing the conditions under which the different hauls were made.

The Commission should know something of the cost of operation of the carrier, the cost of maintenance, grades, etc. It should also know something of the capitalization, the amount of traffic, the amount of earnings, or other items that would throw light on the cost of the haul.

It is a general rule that the unreasonableness of a rate cannot be proved by simply comparing it with another. At least enough evidence should be introduced to justify the Commission in entering upon a research of its own. But to attack in one action seventeen different rates, and expect an order from the Commission reducing the same on the record of this case as made up, which practically rests on a simple comparison of the rates and distances, at the same time expecting a refund to the extent prayed for in the action, is, to the minds of the Commission, out of all reason.

Such an order could not be made on this record, as the record is not only incomplete, but is entirely insufficient.

It seems that, instead of devoting his testimony to the question of the unreasonableness of the rates complained of (which, in the minds of the Commission, must always be the first issue established, and must be decided before reparation can be ordered), the plaintiff devoted practically all of his attention to the proof that the shipments were made. In the opinion of the Commission, plaintiff fell short of establishing conclusively that all of the shipments complained of were actually made.

For instance, out of the 250 shipments, only twenty-five receipted freight bills were produced. The balance of the shipments were attempted to be proven by practically oral evidence.

We give a sample of the evidence introduced to prove most of the shipments. On pages 21, 22, and 23 of the transcript of the evidence the following appears:

"WITNESS JOHN J. SERRY on the stand.

By Mr. Cochran:

Q. In your own language, begin and make a concise statement in regard to these shipments. A. Beginning at line 10, paragraph 3——

A. There is an entry in an original diary, made at the date of the loading.

Q. Was this entry made at the time in your diary? A. Yes, sir.

Q. Have you the original entry? A. That is the original entry I made of loading a car at Parkdale; I was shipping to Canon City at the time.

Q. What did you ship on that day? A. Lumber.

Q. What were you charged for it? A. Lumber, seven cents a hundred pounds.

Q. And what did you pay for the lumber on that car? A. Twenty-one dollars.

Q. What do you claim would be a reasonable rate? A. Three cents a hundred.

Q. That being the case, what would you be entitled to as a rebate? A. Four cents a hundred.

Counsel for complainant offers in evidence entry made on the date of the shipment of the car in his diary of that date.

Mr. Staley: What is the original entry on that? A. The original entry was 'Load car Parkdale.' The other writing, in ink, I put to help us out here; the circle was put on afterwards, too.

Mr. Clark: That is the only memoranda you made on there at the time? A. Yes, sir.

Mr. Clark: I object because it does not refer to any car, number, or ownership of car, nor weight, nor anything else to identify the lumber which you say that memorandum indicates was shipped on that date. A. I was shipping to Canon City. The only memorandum made was there on that slip.

Objected to as serving no purpose, and utterly incopetent, irrelevant and immaterial. It does not in any manner whatever connect with entry No. 10 in the bill of particulars under this complaint.

Mr. Anderson: I think the Commission gets your position, Mr. Clark, but we think we will let him go through with these different entries, and rule on them at the final findings."

Pages 26 and 27:

"Q. I hand you plaintiff's Exhibit E-5, and ask you if that is the original entry made at the time you loaded this car? A. Yes,

Counsel for complainant offers Exhibit E-5 in evidence.

Same objection.

Q. Do you know, of your own knowledge, what was in this shipment? A. Yes, sir; lumber.

Q. How many pounds of lumber? A. Thirty thousand.

Q. What rate was charged on this? A. Ten cents a hundred.

Q. How much freight did you pay on that? A. Thirty dollars.

Q. What do you claim would be a reasonable rate? A. Four cents.

Q. And what would you be entitled to as a refund? A. Eighteen dollars.

Q. Was this shipped over the D. & R. G. Railway? A. Yes, sir.

Counsel for defendant asks where the book is, from which these entries were taken. Petitioner answers that it is at home.

Counsel for defendant then insists that the book is the proper exhibit, and not these little slips.

Mr. Anderson: When were these little slips torn out of that book? A. (By witness) Three or four days ago. I numbered them to bring here.

Q. Was anything else in this little book pertaining to the matter before the Commission except the slips you have introduced? A. No, sir, that was all pertaining to it.

Q. These entries were made in this little book at the times you have stated? A. Yes, sir.

Q. Not since you went home? A. No, sir.

Mr. Anderson: By all the rules, you cannot introduce a page from a book; you must introduce the book.

Q. Didn't I tell you to bring the book? A. You told me to bring anything I had that I thought was an entry.

Mr. Anderson: The Commission will consider all these things before it makes an order. You are not precluded from introducing the book, if you have it."

While the Commission does not rule that receipted freight bills must be introduced to prove shipments, it appears to the Commission that, in asking for reparation to the amount asked herein, plaintiff has fallen short of that evidence which should be required to establish his claim. Secondary evidence may be allowed where primary evidence has been lost or destroyed, but in this case plaintiff asks reparation on 250 shipments, and has only receipted freight bills for twenty-five shipments. It is quite necessary that the receipted freight bills should be produced by the party claiming reparation, if possible. Otherwise it would be difficult for the Commission to know who paid the freight, as the freight may be paid by one person or another, according to the circumstances as to how the shipment was made.

If the Commission had had sufficient evidence on which to base an order reducing the present rates of defendant, and it had been proven that shipments had been made, it does not follow that in the present case the Commission would have ordered reparation on all of these shipments made during the preceding six years. The fact that the Commission would reduce a rate today on account of its being unreasonable does not relieve the plaintiff from proving the unreasonableness of the

rate in the years preceding the reduction. A rate may be unreasonable today and still have been reasonable prior thereto.

In the case of the National Wool Growers' Association vs. Oregon Short Line Railroad Company et al., Opinion No. 2127, I. C. C., decided January 7, 1913, the Commission says:

> "The statute provides that no order for reparation shall be made by the Commission unless claim is filed with it within two years from the time the cause of action accrues, and it seems to be assumed in many quarters that whenever the Commission holds a given rate to be unreasonable it will, as a matter of course, award reparation upon the basis of the rate found to be reasonable as to all payments within the two-year limitation. This is by no means so, since it does not of necessity follow that because a rate is found unreasonable upon a given date it has been unreasonable during the two years preceding, and reparation can only be granted where it is found that the charge was unreasonable when paid.
>
> There is no exact standard by which the reasonableness of a rate can be measured. While there are many facts capable of precise determination which bear upon that question, the final answer is a matter of judgment. The traffic official who establishes the rate exercises his judgment in the first instance, and the Commission when it revises that rate substitutes its judgment for that of the traffic official. With varying conditions the reasonableness of a rate itself may vary, so that the rate which is reasonable today may be unreasonable tomorrow.
>
> Consider the rates involved in this proceeding, namely, those on wool from far-western points of production to eastern destinations. These rates were established many years ago. When established, all the incidents of transportation in that country were different from what they are now. The railroads themselves were much less substantial. Traffic was nothing like as dense. In the period elapsing between the establishment of those rates by the carriers and the decision of this case by the Commission almost every condition which bears upon the reasonableness of a transportation charge by rail had undergone a transformation. It may well be that the rates were entirely reasonable when established, although unreasonable when the opinion of the Commission was promulgated.
>
> Assuming this to be so, when did these rates cease to be reasonable and become unreasonable? Manifestly, this point of time is not susceptible of exact determination, but is, again, a question of judgment.

It appeared from the evidence produced upon the investigation that formerly the state of the sheep industry was such that the old rates could be paid with ease, whereas that industry, owing to its less prosperous condition, now finds these rates a serious burden; that is the traffic could formerly bear a higher rate than at present.

In every case like this the Commission must fix the point of time at which the rate becomes unreasonable, must determine when shippers were entitled, and when carriers ought to have established the rate found reasonable. Manifestly each case must depend upon its own facts, and the complainant must assume the burden of showing that the rates paid have been unreasonable. In the present instance, upon a consideration of the whole situation, we are not satisfied that the complainant has shown that the rates as stated in the tariffs of the carriers were unreasonable up to the date of our decision."

There is another phase of this case on which plaintiff claims to be entitled to a reparation. Our law of 1910 provides:

"Sec. 3. All charges made for any service rendered or to be rendered in the transportation of passengers or property, as aforesaid, or in connection therewith, shall be just and reasonable; and every unjust and unreasonable charge for such service, or any part thereof, is prohibited and declared to be unlawful."

The evidence and pleadings in this case show that in the month of November, 1910—about four years after part of these shipments were made—defendant voluntarily reduced its rates from many different points where the rates are complained of herein, said reductions varying from one to four cents per hundred pounds; and it seems to be the position of plaintiff that the action of voluntarily reducing said rates by defendant is in itself an admission that the rates theretofore in effect were unreasonable. This is erroneous. As quoted above, the simple action of ordering a reduction by the Commission carries no presumption that the rates prior were unreasonable. This reasoning is more palpably just when applied to a voluntary reduction by the common carrier.

The law provides that all rates must be just and reasonable, and it is the evident intention of the statute to enforce and encourage the reduction in freight rates. If every voluntary reduction on the part of a carrier carried with it the burden of a refund for six years prior thereto, this would be penalizing the carriers for reducing their own rates. A rate may be decreased today, and yet a former rate may have been reasonable when it was originally initiated.

We are of the opinion that, in the case of a voluntary reduction by the carrier, the same as when a reduction is ordered by the Commission, the question as to whether a rate was unreasonable at any time previous to the reduction is a question of proof, and the burden is on the plaintiff to prove the same.

In the present case, in the opinion of the Commission, the plaintiff herein has not only failed to prove that the rates in force at the present time are unreasonable, but he has also failed to prove—and, in fact, failed to introduce any evidence—that the rates in force at any time previous to the initiation of the present rates were unreasonable.

For the reasons stated above, this case is hereby dismissed; but without prejudice to the plaintiff to bring any further action on any rates herein alleged to be unreasonable.

By order of the Commission:

(Signed) AARON P. ANDERSON,
(SEAL) DANIEL H. STALEY,
SHERIDAN S. KENDALL,
Commissioners.

Dated this 12th day of April, 1913, at Denver, Colorado.

BEFORE THE

State Railroad Commission of Colorado

HARRY C. McKIBBIN, ET AL., RESIDENTS OF THE TOWN OF LAURA, LOGAN COUNTY, COLORADO, Petitioners, vs. THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, Defendant.	CASE NO. 40.

Submitted March 4, 1913. *Decided June 12, 1913.*

FINDINGS AND ORDER OF THE COMMISSION.

STATEMENT OF CASE.

On September 12th, 1912, Petitioner herein filed complaint and alleged:

That petitioner makes complaint on his own motion and on behalf of other residents of the Town of Laura and of Logan County, Colorado.

That petitioner is a resident of the said Town of Laura.

That the defendant above named is a common carrier engaged in the transportation of passengers and property between points in Colorado and operates a line of railroad through the Town of Laura, and as such is subject to the Act to Regulate Common Carriers.

That the Town of Laura is located in Logan County, has a postoffice and is the center of a community of about two hundred farmers and business men.

That the defendant has not established a station or side track at the said Town of Laura and by reason of this fact it is necessary to transport passengers and freight a distance of three and one-half miles to the nearest station and side track.

That large sums have been paid by petitioners to said defendant for service, "both passenger and freight", and by reason of inadequate facilities, petitioners have suffered great expense and inconvenience.

That petitioners have heretofore requested the defendant to place a side track at the Town of Laura and make the same a flag stop for the convenience of passengers.

That the petitioners have agreed to do all of the work, free of charge, which may be necessary to install said track, and,

Prays for an order to compel the defendant to install and maintain a side track at said Town of Laura and make the same a flag stop for passenger trains.

To this complaint the defendant filed a demurrer which was overruled by the Commission; thereupon the defendant filed answer and alleged:

Admits the defendant is a common carrier and as such is subject to the Act to Regulate Common Carriers.

Admits that the Town of Laura is located in Logan County, Colorado, and is on the line of the defendant, but denies that the said Town of Laura is the center of a community of about two hundred farmers and business men.

Admits that defendant has not established a station or side track at Laura and that their trains do not stop at said place.

Denies that there is a large amount of freight shipped in and out by petitioners or that there is any frequency of passengers in and out of said community and denies that petitioners have paid large sums to the defendant for freight and passenger service or that petitioners are suffering any great expense or inconvenience on account of lack of facilities at said Town of Laura.

Admits that defendant has been requested to install a side track at Laura and make the same a flag stop for passengers.

Denies each and every other allegation and avers that it would be unreasonable to order the defendant to comply with petitioners' request, and asks to have the complaint dismissed.

FINDINGS OF FACT.

It appears that the so-called Town of Laura is located in Logan County, Colorado, on the Denver-Billings line of the Chicago, Burlington & Quincy Railroad, about 150 miles northeast of Denver, and 27½ miles north of Sterling, the county seat of Logan County; the distance from Laura to Peetz, the first station to the south of Laura, being 2.86 miles and the distance from Laura to Lorenzo, Nebraska, the first station to the north, being 3.78 miles.

The defendant maintains ample side track facilities at both of these stations, there are no other facilities at Lorenzo, while at Peetz an agent is maintained to handle the railroad, express and telegraph business, there is also a water tank and stock loading facilities at this station.

The country surrounding the towns of Peetz, Laura and Lorenzo, is what is generally known as dry farming territory, the principal crops raised are wheat and oats.

Most all of the settlers have located there subsequent to four years ago, most of whom are proving up on homesteads.

The record shows that there are about eighteen families living on the first six sections west of the Town of Laura and thirteen families living on the first six sections east of Laura, most of these inhabitants live a distance of three miles or more from the Town of Laura; out of this 7,680 acres there is probably not to exceed 2,000 acres in cultivation.

It appears also that there is in fact only one family living at Laura, who conducts the postoffice and only store there, also that there are not to exceed five families within a radius of one and one-half miles from the Town of Laura.

The complaint filed with the Commission was accompanied by a petition signed by two hundred and nineteen persons who declared that the installation of a side track was necessary for their convenience and necessity. However, the record shows, which is also borne out by a personal examination made by the Commission, that while a few of the petitioners would be benefited by installing this side track at Laura, it would be a matter of small importance to many of them because of their close proximity to either Peetz or Lorenzo, in fact quite a number of the petitioners reside as far away as Sidney, Nebraska.

It appears that one of the principal reasons for petitioning for this side track is that most of the farmers are under the impression that they are being taken advantage of by the grain buyers at Peetz and feel that if this side track was installed it would make more competition and consequently a greater return to them for their grain. The testimony shows that when the buyers at Peetz are paying 61 cents per bushel for wheat the buyers at Sidney are paying 67 cents. On account of this differ-

ential the farmers haul their grain to Sidney, a distance of 16 or 18 miles, thereby making, as the testimony shows, seven or eight dollars per day.

This differential in the price of grain at these two points no doubt exists, but we doubt that it is caused by unfair methods practiced by the buyers at Peetz, neither do we believe that a side track at Laura would remedy the situation. The Commission is of the opinion that the difference in the price of wheat at Peetz, Lorenzo and Sidney is occasioned principally, if not entirely, by the difference in freight rates from these points to the Missouri River.

Supplement No. 20 to C. B. & Q. Tariff G. F. O. 5,400-A, shows the following rates on wheat:

Peetz to Missouri River points	24c per cwt.
Lorenzo to Missouri River points	19.55c per cwt.
Sidney to Missouri River points	18.7c per cwt.

It will be observed from these rates that it costs 5.3 cents per cwt., more to ship from Peetz than from Sidney, and 4.5 cents per cwt., more from Peetz than from Lorenzo. The difference in these rates is occasioned by the fact that Sidney and Lorenzo are both Nebraska points and the haul from these points to the Missouri River is entirely in the State of Nebraska and the rates are made to harmonize with the distance rates established by that state, while the rates from Peetz to the same points are interstate and not subject to state regulation. Thus, it is apparent that if Laura were made a shipping point, practically the same rates would apply from there as now apply from Peetz and, in this respect at least, would be of no benefit to shippers from that place and they would no doubt find it profitable to haul their grain to Sidney as they are now doing.

As shown by the above mentioned rates it is apparent that the defendant is discriminating against the shippers at Peetz, and while, as stated before, this is an interstate matter and not subject to the control of this Commission, we have, however, called the attention of the defendant to this apparent discrimination, with the result that they have agreed to reduce the rate on wheat from Peetz to Missouri River points from 24 cents to 21 cents per cwt., being a reduction of 3 cents per cwt., thereby making the rate from Peetz harmonize with the rates from the stations in Nebraska.

A perusal of the defendant's time tables shows that the average distance between stations on this branch of their line between Sterling, Colorado, and Alliance, Nebraska, is 6.55 miles, which is approximately the distance between Peetz and Lorenzo.

While it is apparent to the Commission that the installation of a side track at Laura would be a convenience to a small number of farmers, it is equally apparent that the present existing facilities of the defendant at Peetz and Lorenzo are adequate for

the present needs of the territory and are in fact as conveniently located in respect to the location of the population as a new siding would be at Laura.

For the above and foregoing reasons the prayer of the petitioners is denied and the complaint is dismissed.

By order of the Commission:

AARON P. ANDERSON,
(SEAL) DANIEL H. STALEY,
SHERIDAN S. KENDALL,
Commissioners.

Dated this 12th day of June, 1913, at Denver, Colorado.

BEFORE THE

State Railroad Commission of Colorado

THE CITY OF GLENWOOD SPRINGS, Plaintiff, vs. THE COLORADO MIDLAND RAILWAY COMPANY AND THE DENVER & RIO GRANDE RAILROAD COMPANY, Defendants.	CASE NO. 41.

ORDER OF DISMISSAL.

Now on this 31st day of May, 1913, the matter of the jurisdiction of this Commission as to the adjustment of freight rates of the Colorado Midland Railway Company, one of the defendants herein, having been submitted to Judge Lewis of The United States District Court for his opinion as to the authority of this Commission to adjust said rates of the said defendant company, said defendant company being in the hands of a receiver of said United States District Court, and the said United States District Court, by Judge Lewis, having ruled informally that, inasmuch as the railway in question was in charge of a receiver appointed by his court, that any application for the reduction of rates would have to be made to his court; and this Commission having been advised by the Attorney General of the State of Colorado—he having presented the said matter to the said United States District Court—of the ruling of the said United States

District Court, and it appearing to the Commission that no adjustment of rates involved in this action can be had without having jurisdiction over the rates of the said Colorado Midland Railway Company, and the Commission being fully advised in the premises.

It is Hereby Ordered by the Commission that the above case be, and the same is hereby, dismissed.

The State Railroad Commission of Colorado:

By A. P. ANDERSON,
S. S. KENDALL,
Commissioners.

(SEAL)

BEFORE THE

State Railroad Commission of Colorado

C. W. DURBIN, Representing A. I. LINDSEY, of Aguilar, Colorado,
Petitioner,
vs.
THE COLORADO AND SOUTHERN RAILWAY COMPANY,
Defendant.

CASE NO. 42.

Submitted February 4, 1913. *Decided April 28, 1913.*

ALLEGED UNREASONABLE RATE ON A SHIPMENT OF LUMBER FROM DENVER, COLORADO, TO AGUILAR, COLORADO. REPARATION SOUGHT IN THE SUM OF $16.50 WITH INTEREST.

STATEMENT OF CASE.

On October 5th, 1912, petitioner filed his complaint herein, and alleged:

First: That petitioner is engaged in the wholesale and retail lumber business at Aguilar, Colorado.

Second: That the defendant is a common carrier engaged in the transportation of passengers and property between points in the State of Colorado, and as such, is subject to the provisions of the Act to Regulate Common Carriers.

Third: That defendant has since August 30th, 1909, carried a commodity rate on lumber from Aguilar to Denver of 12½ cents, per one hundred pounds, that no commodity rate on lumber from Denver to Aguilar has been established and for this reason the Class D rate of 18 cents per one hundred pounds, is used.

That said class rate on shipments of lumber from Denver to Aguilar is unjust and unreasonable.

That a just and reasonable rate would be 12½ cents per one hundred pounds.

Fourth: That on or about August 12, 1910 the petitioner received at Aguilar a carload of lumber shipped over the line of defendant on which he was compelled to pay a rate of 18 cents per hundred pounds on a minimum weight of 30,000 pounds, aggregating the sum of $54.00, that a reasonable charge for said service would have been 12½ cents per hundred pounds, aggregating an amount of $37.50, and asks reparation of the difference amounting to $16.50, and asks for an order to compel the defendant to cease and desist from further violation of law and to make reparation to the petitioner as prayed for in the petition.

Defendant by way of answer alleged:

First: Admits the allegations contained in paragraphs 1 and 2 of petitioners complaint.

Second: Admits the rate on lumber from Aguilar to Denver is 12½ cents per hundred pounds and that said rate was in effect when the shipment in question was made.

Third: Denies each and every other allegation contained in said complaint and asks to have the same dismissed.

FINDINGS AND ORDER.

The petitioner submits two principal reasons to sustain his contention that the rate assessed on the shipment in question by the defendant is unreasonable.

First: That the class rate from Denver to Aguilar should not exceed the commodity rate in effect from Aguilar to Denver on the same commodity.

Second: By making a comparison of rates on lumber from eight different points on another line of railroad.

It appears from the evidence that Aguilar is a producing point for lumber and lumber products: The record shows that from August 1, 1910 to September 30, 1912 there was shipped 92 cars of lumber and 95 cars of ties and mine timbers from the station of Aguilar and during the same period the shipment in question was the only shipment of lumber made from Denver to Aguilar; this would indicate that there is a steady movement of lumber moving out of Aguilar and the particular shipment in question was a mere incident.

It appears that the policy of the defendant has been to establish commodity rates on traffic at producing points for the purpose of allowing shippers the widest scope of territory in which to ship their products; Denver is not a producing point for lumber and therefore no necessity for establishing commodity rates on this product because, as shown by the record, there has not been any demand or occasion for such rates.

If we are correct in this conclusion, then there is only one way for the defendant to reduce the rate on lumber from Denver to Aguilar, that is to reduce the class rate. We consider that it would be unfair to the defendant to compel them to reduce all of their class rates simply to provide a lower rate for lumber in carload lots when, as the record shows, only one shipment was made in two years.

The comparative rates quoted by the petitioner to show the unreasonableness of the rate in question, are in the opinion of the Commission, valueless to sustain the contention of the petitioner, for the reason they are all producing points for lumber and might well be compared with the rates from Aguilar to Denver rather than from Denver to Aguilar.

A mere comparison of rates is not sufficient to show the unreasonableness of a rate. In the opinion of the Commission the petitioner has failed to sustain his contention and the complaint is therefore dismissed.

By order of the Commission:

AARON P. ANDERSON,
(SEAL) DANIEL H. STALEY,
SHERIDAN S. KENDALL,
Commissioners.

Dated this 28th day of April, 1913, at Denver, Colorado.

BEFORE THE

State Railroad Commission of Colorado

C. W. DURBIN, Representing A. I. LINDSEY, of Aguilar, Colorado,
Petitioner,
vs.
THE COLORADO & SOUTHERN RAILWAY COMPANY,
Defendant.

CASE NO. 44.

Submitted February 4, 1913. *Decided April 28, 1913.*

ALLEGED OVERCHARGE ON LCL SHIPMENT OF CAST-IRON PIPE FROM PUEBLO, COLORADO, TO AGUILAR, COLORADO.

STATEMENT OF CASE.

On November 15th, 1912, petitioner herein filed complaint and alleges:

First: That petitioner is located at Aguilar, Colorado, and is engaged in the general mercantile business.

Second: That defendant is engaged in the transportation of passengers and property between Pueblo, Colorado, and Aguilar, Colorado, and is subject to the Act to Regulate Common Carriers.

Third: That defendant, since February 2, 1907, has provided in its tariffs, a commodity rate of 12 cents per hundred pounds on cast-iron pipe from Pueblo to Aguilar, Colorado.

That since February 27, 1911 they provide the same commodity rate on wrought-iron pipe from and to the same points.

That under Western Classification, wrought-iron pipe LCL is rated 4th Class and the 4th Class rate from Pueblo to Aguilar is 30 cents per hundred pounds.

That in maintaining a rate of 12 cents per hundred pounds on cast-iron pipe from Pueblo to Aguilar at the same time charging 30 cents per hundred pounds on wrought-iron pipe between the same points, defendant was in violation of the Act to Regulate Common Carriers,

Fourth: That on or about May 12th, 1910 the petitioner received at Aguilar, over the line of the defendant, from Pueblo, a shipment of wrought-iron pipe, weighing 2130 pounds, on which he was compelled to pay the unjust and unreasonable charge of 30 cents per hundred pounds.

That at the time this shipment was made there was in effect over the defendant line, a rate of 12 cents on cast-iron pipe between the same points.

That the rate charged on the aforesaid shipment was unjust and unreasonable and asks for an order to compel the defendant to cease and desist from the aforesaid violation of the law, and make reparation to the petitioner for the difference between 30 cents per hundred pounds, as charged on said shipment, and 12 cents per hundred pounds, which would be a fair rate to assess.

Defendant, by way of answer, alleges:

Admits the allegations contained in paragraphs 1 and 2 of petitioners complaint.

Admits that tariffs referred to in paragraph 3 of petitioners complaint were issued by defendant.

Admits that the rate on cast-iron pipe from Pueblo to Aguilar was 12 cents per hundred pounds.

Admits that under defendants tariffs 1-H and 1-I the rate on cast-iron and wrought-iron pipe from Pueblo to Aguilar was 12 cents per hundred pounds as alleged in paragraph 3.

Admits that under Western Classification wrought-iron pipe LCL is rated as fourth class, and that the fourth class, and that the fourth class rate from Pueblo to Aguilar is 30 cents per hundred pounds.

Denies that in charging 12 cents per hundred pounds LCL on cast-iron pipe from Pueblo to Aguilar and at the same time charging 30 cents per hundred pounds on wrought-iron pipe, LCL, between the same points, was in violation of the Act to Regulate Common Carriers, and avers that the rate fixed by said classification and tariff for the transportation of wrought-iron pipe from Pueblo to Aguilar was just and reasonable.

Denies each and every other allegation of complaint and asks to have the same dismissed.

FINDINGS OF FACT.

It appears from the evidence that the defendant has carried a commodity rate on cast-iron pipe, of 12 cents per hundred pounds, from Pueblo to points south, including Aguilar, since December 7th, 1900, and on February 27th, 1911 wrought-iron pipe was included at the same rate as cast-iron pipe, and since which time the rate on wrought-iron and cast-iron pipe between these points has been and is 12 cents per hundreds pounds.

The evidence further shows that, prior to and since the time this shipment was made the Denver & Rio Grande and Atchison, Topeka & Santa Fe Railroads, both being competitors of the defendant company in Southern Colorado, placed wrought-iron pipe in the same class with cast-iron pipe and applied the same rate to both.

The testimony of the witness for the defendant indicated that the rate from the Missouri River is the controlling factor in making rates in Colorado; the evidence shows that prior to December 10th, 1901 the Trans-Missouri Tariffs made a distinction between cast and wrought iron pipe, but on that date tariffs were published effective since that time which made no distinction between the two kinds of pipe, classifying them together and moving them under the same rate.

It appears that there is little difference in the value of the two kinds of pipe, both can be shipped in the same car at the same time; the danger of damage to the wrought-iron being very slight, while the cast-iron pipe, being more fragile, is more liable to damage.

It is not only plain from the above and foregoing, but it is also plain on its face that it is entirely unreasonable to make a charge of two and one-half times more for hauling wrought pipe than is charged on cast pipe, between the same points. In the opinion of the Commission the same charge should apply to both, as is now provided by the tariffs of the defendant carrier.

While the petitioner claims reparation on 2,130 pounds, the expense bill filed with the Commission shows the weight of the shipment to have been 1,780 pounds, on which a rate of 30 cents per hundred pounds was collected by the defendant; the weight as shown by the expense bill is the one the Commission will consider.

ORDER.

The defendant, The Colorado & Southern Railway Company, is hereby ordered to, on or before the 28th day of May, 1913, pay to said petitioner, A. I. Lindsey, by way of damages or reparation, the amount of 18 cents per hundred pounds on the amount of 1,780 pounds, being the weight of the shipment made by petitioner, amounting to $3.20, together with a reasonable rate of interest thereon, not less than 6 per cent per annum.

By order of the Commission:

AARON P. ANDERSON,
(SEAL) DANIEL H. STALEY,
SHERIDAN S. KENDALL,
Commissioners.

Dated this 28th day of April, 1913, at Denver, Colorado.

BEFORE THE

State Railroad Commission of Colorado

THE YAMPA VALLEY COAL COMPANY, Complainant, vs. THE DENVER, NORTHWESTERN & PACIFIC RAILWAY COMPANY, AND D. C. DODGE AND S. M. PERRY, RECEIVERS THEREOF, Defendants.	CASE NO. 45.

ORDER OF DISMISSAL.

On this seventeenth day of February, 1913, on reading and filing the motion of C. W. Durbin, Attorney for Complainant, to dismiss the complaint herein:

It Is Hereby Ordered that the above entitled cause be, and the same is, hereby dismissed without prejudice.

AARON P. ANDERSON,
(SEAL) S. S. KENDALL,
DANIEL H. STALEY,
Commissioners.

BEFORE THE

State Railroad Commission of Colorado

ELBERT COUNTY CHAMBER OF COMMERCE, Complainant, vs. THE COLORADO & SOUTHERN RAILWAY COMPANY, Defendant.	CASE NO. 47.

Dismissed June 9, 1913.

ORDER OF THE COMMISSION.

This cause coming on for hearing this day and the complainant having heretofore, to-wit on the 11th day of March, 1913, completed the taking of testimony on its part, and the defendant herein having, after the completion of the taking of said testimony, offered to comply with the main demands in complainant's complaint, and it appearing to the Commission that the defendant herein has satisfied the demands in complainant's complaint, and that it is now conducting its trains in a satisfactory manner to complainant, and the complainant and defendant herein having joined in a stipulation that the above and foregoing case shall be dismissed by the Commission:

It is hereby ordered that this case be, and the same is, hereby dismissed.

By order of the Commission:

AARON P. ANDERSON,
(SEAL) D. H. STALEY,
S. S. KENDALL,
Commissioners.

Dated this 9th day of June, 1913, at Denver, Colorado.

BEFORE THE

State Railroad Commission of Colorado

O. CLINTON WILSON,
Petitioner,

vs.

THE ATCHISON, TOPEKA & SANTA FE RAILWAY CO., THE COLORADO & SOUTHERN RAILWAY CO., THE CHICAGO, BURLINGTON & QUINCY RAILROAD CO., THE CHICAGO, ROCK ISLAND & PACIFIC RAILROAD CO., COLORADO EASTERN RAILROAD CO., COLORADO MIDLAND RAILWAY CO., COLORADO SPRINGS & CRIPPLE CREEK DISTRICT RAILWAY CO., COLORADO & SOUTHEASTERN RAILROAD CO., COLORADO & WYOMING RAILWAY CO., CRYSTAL RIVER RAILROAD CO., CRYSTAL RIVER & SAN JUAN RAILWAY CO., DENVER, BOULDER & WESTERN RAILROAD CO., DENVER, NORTHWESTERN & PACIFIC RAILWAY CO., FLORENCE & CRIPPLE CREEK RAILROAD COMPANY, THE DENVER & RIO GRANDE RAILROAD CO., GREAT WESTERN RAILWAY CO., MIDLAND TERMINAL RAILROAD CO., MISSOURI PACIFIC RAILWAY CO., RIO GRANDE SOUTHERN RAILWAY CO., RIO GRANDE JUNCTION RAILWAY CO., SILVERTON NORTHERN RAILROAD CO., UNION PACIFIC RAILROAD CO., UINTAH RAILWAY CO., DENVER & INTERMOUNTAIN RAILROAD CO., DENVER & INTERURBAN RAILROAD CO., GRAND JUNCTION & GRAND RIVER VALLEY RAILWAY CO., THE TRINIDAD ELECTRIC TRANSMISSION RAILWAY & GAS CO.,
Defendants.

CASE NO. 49.

PETITION FOR REDUCTION OF PASSENGER FARES IN THE STATE OF COLORADO.

Submitted May 6, 1913. *Decided May 6, 1913.*

FINDINGS AND ORDER OF THE COMMISSION.

STATEMENT OF CASE.

In this action O. Clinton Wilson, plaintiff herein, asks for the reduction of all passenger rates on all of the lines and branches of all of the defendants joined herein to the sum of not to exceed two cents per mile on all prairie lines which do not traverse mountainous country, and not to exceed three cents per mile on mountain lines which do traverse in mountain country.

In his complaint plaintiff alleges that defendants are common carriers of passengers for hire and are all corporations who are engaged in operating lines of railway for the service of the traveling public within the State of Colorado.

That prior to the first day of January 1913, it was the regular practice of the defendants to issue large quantities of free transportation, by which a large number of individuals were carried over the lines of defendant companies as free passengers.

That on or about the first day of January 1913 defendants abolished said practice of issuing free transportation and thereby the revenue of defendants for passenger traffic was greatly increased and that no change has been made in the rates charged the traveling public.

At the time of filing this petition defendants are charging rates for passenger service which are excessive, exorbitant and unreasonable. Said rates range from three cents per mile upward.

Plaintiff prays that each and all of defendants, including all of the common carriers within the state, be required to publish passenger rates not exceeding the sum of two cents per mile on all prairie lines, and not exceeding three cents per mile on lines which traverse mountainous country.

These are the only material allegations in plaintiff's complaint.

The defendants herein by way of answer filed their separate demurrers including a motion to dismiss in which they allege that the complaint does not state fact sufficient to constitute a cause for action.

That the complaint is not so specific and certain as to enable the defendants to answer or make proper preparation for the introduction of evidence.

That the complaint does not state which, if any, of the rates of defendants are unreasonable and does not charge defendants with any violation of law.

Alleges that the Commission has no power to fix maximum rates.

That the Commission has no power to fix by one order a general maximum rate from all points on all roads within the State of Colorado.

That said Commission has no power to fix a general maximum rate or rates upon the roads of all companies within the State of Colorado in one general proceeding or by one general order.

There are other general allegations as to the unconstitutionality of the Act in attempting to confer upon the Commission power to regulate rates within the State of Colorado.

FINDINGS OF FACT.

This cause came on for hearing on the demurrers and motion to dismiss filed by the twenty-seven different defendants herein, and the Commission having heard the arguments of counsel herein for plaintiff and defendants, and now being fully advised, it is the opinion of the Commission that the complaint filed herein is insufficient and too general in its nature in that it includes all of the passenger rates on all branches of all of the different roads within the State of Colorado without specifying any particular rates which are deemed to be unreasonable.

The roads within the State of Colorado include many different systems, ranging from many hundreds of miles on some systems to as low as ten or fifteen miles on other systems. These roads traverse prairie as well as mountain regions, some of them reaching an altitude of 12,000 feet. Some of the systems include broad gauge as well as narrow gauge road. Some have a very heavy travel and others very light travel. Some run many passenger trains each way each day and others only one or two passenger trains each way each week.

Section 15 of the Colorado Act to regulate common carriers, under which this Commission must act, reads as follows:

> "That the Commission is authorized and empowered and it shall be its duty whenever after full hearing upon a complaint made as provided herein, or upon complaint of any common carrier, shipper, consignee, or applicant for cars, it shall be of opinion that any of the rates or charges complained of and demanded, charged or collected by any common carrier or common carriers sub-

ject to the provisions of this Act, for the transportation of property or passengers as defined by this Act, or that any regulation or practice whatsoever of such common carrier or common carriers affecting such rates or charges are unjust or unreasonable or are unjustly discriminatory or unduly preferential or prejudicial, or otherwise in violation of any of the provisions of this Act, to determine and prescribe in what respect such rates, charges, regulations or practices are unjust or unreasonable or unjustly discriminatory or unduly preferential or prejudicial, or otherwise in violation of any of the provisions of this Act, and to make an order that the common carrier shall cease and desist from such violations and shall not thereafter publish, demand or collect such rate or charge for such transportation or seek to enforce the regulation or practice, so determined to be unjust."

It does not appear to have been the intention of the legislature to allow an omnibus action against all of the common carriers in the State of Colorado attacking all of the passenger rates in the State in one action. In fact, it is hard to conceive how the Commission could hear a case of this nature and use that discrimination and care which is necessary before a rate should be reduced.

In the case of Siler vs. Louisville & Nashville Railroad Company, 213 United States, Page 175, which involved a similar case where the Railroad Commission of Kentucky attempted to fix rates on all of the roads within the State and which Commission was acting under a statute similar to Colorado statute, the Court says:

"The proper establishment of reasonable rates upon all commodities carried by railroads, and relating to each and all of them within the State depends upon so many facts which may be very different in regard to each road, that it is plain the work ought not to be attempted without a profound and painstaking investigation, which could not be intelligently or with discrimination accomplished by wholesale. It may be matter of surprise to find such power granted to any commission, although it would seem that it has in some cases been attempted. In any event, the jurisdiction of the commission to establish all rates at one time and in regard to all commodities on all railroads in the State, on a general and comprehensive complaint to the commission that all rates are too high, or upon like information of the commission itself, must be conferred in plain language. The commission, as an extraordinary tribunal of the State, must have the power herein exercised conferred by a statute in language free from doubt. The power is not to be

taken by implication; it must be given by language which admits of no other reasonable construction.

The whole section, it seems to us, proceeds upon the assumption that complaint shall be made of some particular rate or rates being charged, or, if without formal complaint, the commission receives information or has reason to believe that such rate or rates are being charged, then the investigation is to go on in relation to those particular rates. We cannot for one moment believe that under such language as is contained in the section the commission is clothed with jurisdiction, either upon complaint or upon its own information, to enter upon a general investigation of every rate upon every class of commodities carried by all roads of the State from or to all points therein, and make a general tariff of rates throughout the State, such as has been made in this case.

The so-called complaints in this case, above mentioned, are, as we construe the statute, entirely too general to raise any objection to a specific rate. If complaint were necessary to enable the commission to make rates, the allegations in the complaint of Guenther were mere sweeping generalities, and were in no sense whatever a fair or honest compliance with the statute. The commission itself, in order to act, must have had some information or had some reasons to believe that certain rates were extortionate, and it could not, under this statute, enter upon a general attack upon all the rates of all the companies throughout the State and make an order such as this in question. Such action is, in our judgment, founded upon a total misconstruction of the statute and an assumption on the part of the commission of a right and power to do that which the statute itself gives it no authority whatever to do.

We do not say that under this statute, as we construe it, there must be a separate proceeding or complaint for each separate rate. A complaint, or a proceeding on information by the commission itself, in regard to any road, may include more than the rate on one commodity or more than one rate, but there must be some specific complaint or information in regard to each rate to be investigated, and there can be, under this statute, no such wholesale complaint, which by its looseness and its generalities can be made applicable to every rate in operation on a road, or upon several or all of the railroads of the State. If the legislature intended to give such an universal and all prevailing power it is not too much to say that the language used in giving should be so plain as not to permit of doubt as to the legislative intent."

We think that this line of reasoning is good and we adopt the opinion as above quoted as far as is applicable in this case.

Plaintiff attacks all of the passenger rates on all of the roads within the State in such a general manner and with such general allegations that it would be almost impossible for the defendants to properly conduct their defense and it would be almost impossible for the Commission, with such a general complaint, to give such care and consideration as would enable it to arrive at a proper conclusion as to what would be the proper passenger rates that it could order herein.

It is contended by attorney for plaintiff that plaintiff should be allowed to amend the complaint herein. In the opinion of the Commission the complaint is so general, indefinite and inexplicit and indulges in such generalities that, for the best interest of the plaintiff and the public, a new complaint should be filed herein. It is doubtful if this complaint is susceptible of amendment without stating an entirely new case.

For the reasons stated above the complaint in this action is hereby dismissed.

However, the complaint is dismissed without prejudice to plaintiff or any other party or parties to bring any action for the reduction of passenger fares within the State of Colorado in conformity with the opinion herein expressed.

By order of the Commission:

AARON P. ANDERSON,
S. S. KENDALL,
Commissioners.

(SEAL)

MR. STALEY DISSENTING:

I concur in the opinion of the majority of this Commission that the complaint in this case is insufficient and too general and indefinite to warrant this Commission setting the matter down for the taking of testimony in support of the allegations of the complaint. In fact, the complainant himself, through his attorney, admitted that the complaint was defective and requested leave to amend the same.

I do not concur in the decision of the Commission that the complaint should be dismissed, but am of the opinion that the complainant should have been given time to make whatever amendments to his complaint he might desire. This is the procedure ordinarily adopted in courts of law when the demurrer to a complaint is sustained on the ground of insufficiency of the complaint, and I am of the opinion that this Commission should be as liberal in its rules of proceedings as our ordinary courts of law.

DANIEL H. STALEY,
Commissioner.

(SEAL)

BEFORE THE

State Railroad Commission of Colorado

J. M. OLGUIN,
Complainant,
vs.
THE DENVER AND RIO GRANDE RAILROAD COMPANY,
Defendant.

CASE NO. 50.

ORDER.

Now on this 28th day of May, A. D. 1913, it appearing to the Commission that the complaint in the above entitled cause has been satisfied, and that the complainant therein has been granted the demands by him heretofore made in his complaint filed herein.

It Is Hereby Ordered that the above entitled cause be, and the same is hereby, dismissed.

The State Railroad Commission of Colorado:

A. P. ANDERSON,
S. S. KENDALL,
Commissioners.

(SEAL)

BEFORE THE

State Railroad Commission of Colorado

R. M. HAYNIE,
Plaintiff,
vs.
THE DENVER & RIO GRANDE RAILROAD COMPANY,
Defendant.

CASE NO. 51.

ORDER OF DISMISSAL.

And now on this day the State Railroad Commission of Colorado upon motion of C. W. Durbin, special representative for R. M. Haynie, plaintiff herein, to dismiss the above entitled action without prejudice, and on reading and filing said motion:

It Is Hereby Ordered that the said above entitled case be, and the same is, hereby dismissed.

By Order of the Commission:

A. P. ANDERSON,
D. H. STALEY,
S. S. KENDALL,
Commissioners.

(SEAL)

Dated this 21st day of July, 1913, at Denver, Colorado.

BEFORE THE

State Railroad Commission of Colorado

THE CITY OF CANON CITY, IN THE COUNTY OF FREMONT AND STATE OF COLORADO, Petitioner and Complainant, vs. THE FLORENCE & CRIPPLE CREEK RAILROAD COMPANY AND THE CANON CITY & CRIPPLE CREEK RAILROAD COMPANY, Defendants.	CASE NO. 52.

INADEQUATE FACILITIES.

Submitted March 14, 1914. *Decided April 4, 1914.*

STATEMENT OF CASE.

On April 24, 1913, the petitioner filed its petition herein, in which, among other things, it is alleged:

The petitioner, the city of Canon City, a municipal corporation, is a city of the second class, organized and existing under the laws of the State of Colorado.

That defendants are common carriers, which, until ceasing to so do, as hereinafter stated, were engaged in the transportation of passengers and property by railroad between the city of Canon City and the city of Cripple Creek, and are subject to the Act to Regulate Common Carriers.

The Florence & Cripple Creek Railroad Company owns said railroad from and including the city of Cripple Creek to a certain station called Ora Junta on the line of said railroad, and from Ora Junta to and including the said city of Canon City the said railroad is owned by the said The Canon City & Cripple Creek Railroad Company, but that said railroad owned by said The Canon City & Cripple Creek Railroad Company is leased by said The Florence & Cripple Creek Railroad Company, and said The Florence & Cripple Creek Railroad Company operates, when said road is operated, and controls the entire railroad running from Canon City to Cripple Creek; and said ownership and leasing operation and control by said The Florence & Cripple Creek Railroad Company and by said The Canon City & Cripple Creek Railroad Company have continuously so existed for many years last past, and during all the times of the acts in this petition complained of, and to and including the present time.

Said leasing of said railroad owned by The Canon City & Cripple Creek Railroad Company to said The Florence & Cripple Creek Railroad Company was done so that The Florence & Cripple Creek Railroad Company should have entire control of the entire railroad from and including Canon City to and including the city of Cripple Creek; and for many years last past, including on or about the 20th day of July, 1912, said The Florence & Cripple Creek Railroad Company did so engage in the carriage and shipment of passengers and property by means of said railroad, and did so operate, control, and manage said entire railroad to, from, and including the city of Canon City to, from, and including the said city of Cripple Creek.

That on or about the 20th day of July, 1912, said The Florence & Cripple Creek Railroad Company ceased to operate said railroad to, from, and including said city of Canon City, to, from, and including said city of Cripple Creek, and the said part of said railroad owned by said The Canon City & Cripple Creek Railroad Company ceased to be operated under said lease by said The Florence & Cripple Creek Railroad Company, or operated at all by said The Florence & Cripple Creek Railroad Company or said The Canon City & Cripple Creek Railroad Company; and ever since the said two railroad companies, and without just cause therefor, have closed and wholly ceased, refused, and declined to operate said railroad, or to carry freight or passengers over said railroad, by lease or otherwise, and have wholly failed, refused, and declined to operate the respective parts of said railroad owned by them.

Said railroad between the city of Canon City and the city of Cripple Creek is the only railroad directly connecting said cities and intermediate points along said railroad, and the closing of said railroad, and refusal to carry passengers and property, have resulted, and will continue to result, in great inconvenience and financial loss to those who wish to ship property over said railroad; and have resulted, and will continue to result, in great in-

convenience and financial loss to those who wish to go as passengers between said cities and said intermediate points, and will result in great loss and inconvenience to the citizens of said cities, and the serious detriment and injury to said cities of Cripple Creek and Canon City, and intermediate points.

Plaintiff prays that defendants be required to answer the charges herein, and, after due hearing and investigation, that an order may be made commanding the defendants to cease and desist from said violation of the Act to Regulate Common Carriers, and for such other and further orders as the Commission may deem necessary in the premises; and in particular the said The Florence & Cripple Creek Railroad Company be ordered to reopen and operate said railroad to, from, and including said city of Canon City, to, from, and including said city of Cripple Creek, and that said The Florence & Cripple Creek Railroad Company be ordered to continuously transport and receive for transportation property, as well as passengers, between said cities, and all intermediate points along said entire railroad, and to provide a continuous, exclusive, and convenient passenger service between said cities and said intermediate points.

And should it appear that The Florence & Cripple Creek Railroad Company no longer controls, by lease or otherwise, that part of said railroad from Ora Junta to and including the city of Canon City, then the said The Florence & Cripple Creek Railroad Company be ordered to operate said railroad owned by it, and that said The Canon City & Cripple Creek Railroad Company be ordered to operate said railroad owned by it in such manner that freight and passengers may be conveniently transported over said railroad from and between the said cities, and between all points intermediate thereon.

On June 2, 1913, the defendant The Florence & Cripple Creek Railroad Company filed a separate motion to dismiss this cause, and on the same date a demurrer to the complaint herein was filed by the defendant The Canon City & Cripple Creek Railroad Company.

On June 14, 1913, the petitioner herein filed with the Commission its motion to strike from the files the said motion of the defendant The Florence & Cripple Creek Railroad Company to dismiss the action.

On the same date a stipulation between the plaintiff and defendants herein was filed that the separate demurrer and separate motion to strike be heard at one and the same time.

On the 22d day of July, 1913, said demurrer of defendant The Canon City & Cripple Creek Railroad Company was overruled by the Commission, and the motion of petitioner to strike from the files the separate motion of the defendant The Florence & Cripple Creek Railroad Company was sustained.

The defendants were each ordered to answer the petition herein within twenty (20) days.

On August 11, 1913, the defendant The Florence & Cripple Creek Railroad Company filed its separate answer, in which, among other things, it alleged:

It admits that the petitioner and this defendant are corporations.

That this defendant is a common carrier, owning the said line of railroad alleged in plaintiff's complaint, and is the lessee in possession of the said line of railroad running from Canon City to Ora Junta, described in plaintiff's complaint, and the said railroad is the property of The Canon City & Cripple Creek Railroad Company.

It denies each and every other allegation in said petition contained.

It alleges that since the 21st day of July, 1912, it has been unavoidably prevented from operating said line of railroad between Cripple Creek and Ora Junta by casualty of such a nature that defendant by the exercise of due diligence could not avoid.

That an order as asked for by petitioner would involve the reconstruction of about ten (10) miles of the main line of its railroad.

It alleges that the Commission is without jurisdiction to order this defendant to so reconstruct its main line.

It alleges that, in so far as the statutes of Colorado attempt to confer power upon this Commission to make such order, the said statutes are unconstitutional and void, and they violate the provisions of section 1 of the Fourteenth Amendment to the Constitution of the United States, and also violate section 4 of Article IV of the Constitution of the United States.

That the Commission is without authority to grant the prayer of said petitioner against this defendant, for the reason that the operation of said main line of railroad for many years past has been conducted at a loss, and that the traffic for said line of railroad is insufficient in amount to pay the expenses of operation of the said main line of railroad.

That the petition does not state facts sufficient to constitute a cause of action against the defendant.

On August 11, 1913, the defendant The Canon City & Cripple Creek Railroad Company also filed its separate answer, in which, among other things, it is alleged:

It admits the incorporation of the petitioner as in said petition set forth.

It alleges defendant is a corporation existing under the laws of the State of Colorado.

It denies each other averment in said petition contained, except as herein admitted.

For further answer it avers that at all of the times mentioned herein it was and is the owner of the said line of railroad extending from Canon City to the station of Ora Junta, where the said line connects with the main line of the Florence & Cripple Creek Railroad, one of the defendants herein.

That during all the times mentioned in the petition herein the said railroad has been, and is now, leased by this defendant to The Florence & Cripple Creek Railroad Company, which lease is now a valid and subsisting obligation on the part of this defendant.

That it has never operated, and does not now operate, said railroad or any trains thereon.

That it has never owned any line of railroad between any other points than the said city of Canon City and Ora Junta.

That the defendant is not a common carrier subject to the Act to Regulate Common Carriers.

That said petition fails to state facts sufficient to constitute a valid complaint against the defendant.

That the statutes of Colorado do not authorize this Commission to grant the prayer of said petitioner against the defendant.

That the said statutes are unconstitutional and void, in that they violate section 1 of the Fourteenth Amendment to the Constitution of the United States; also section 4 of Article IV of the Constitution of the United States; also section 10 of Article I of the Constitution of the United States.

On motion of petitioner, the case was set for hearing October 20, 1913, on which date the testimony on the part of petitioner was taken at Canon City.

Messrs. Augustus Pease, Arthur H. McLain, and F. J. Hangs appeared as attorneys for complainant.

Messrs. Schuyler & Schuyler, Ralph Hartzell, Lee Champion, and R. S. Ellison appeared as attorneys for defendants.

After the plaintiff had closed its case in chief, a motion by defendants to dismiss the case for lack of evidence was overruled, and exceptions were noted.

On stipulation of plaintiff and defendants, the date for the taking of testimony on the part of defendants was fixed for January 26, 1914, at the office of the Commission, Capitol Building, Denver.

In the meantime the Commission made a personal inspection of the line in question.

On January 23, 1914, before the taking of testimony on the part of defendants, the defendant The Florence & Cripple Creek Railroad Company offered for filing an amended answer to the petition, in which, among other things, it is alleged:

Defendant reaffirms and relies upon the matters of defense set forth in its answer heretofore filed.

That the following matters and things have occurred since the commencement of this proceeding and since the said answer of this defendant was filed herein, and could not have been set forth in said answer:

That on the first day of December, A. D. 1913, this defendant, pursuant to law, amended its certificate of incorporation and thereby changed its southern terminus from the city of Florence in the State of Colorado to a point in the County of Fremont and State of Colorado now known as the station of Wilbur.

That defendant is now a common carrier, owning a line of railroad extending from the city of Cripple Creek in the County of Teller, State of Colorado, to a station on this line as now constructed, known as Wilbur, in the County of Fremont and State of Colorado.

That defendant does not own a railroad extending from the city of Cripple Creek to Ora Junta, and the defendant does not own a line of railroad connecting with any line of railroad running from the city of Canon City, petitioner herein, to said place called Ora Junta.

That the averments now contained in paragraph 2 in the answer heretofore filed herein shall be amended so as to conform to the averments hereinabove contained.

That on January 23, 1914, the defendant The Canon City & Cripple Creek Railroad Company offered for filing its amended answer, in which, among other things, it is alleged:

That, except as changed herein, defendant reaffirms and relies upon each, every, and all of the matters of defense contained in its answer heretofore filed.

Here the defendant sets out the fact of the attempted amendment to the charter of The Florence & Cripple Creek Railroad Company, and recites that it no longer connects with the line of said defendant.

At the hearing before the Commission on January 26, 1914, the amended answers of the defendants were allowed to be filed.

The plaintiff then moved to strike the amended answers from the files.

The defendants also moved to dismiss the cause, basing their motion on the amended answers.

Each of these motions was denied at that time, for the purpose of allowing the case to proceed, the Commission reserving its right to make a final ruling on the said motions at the time of the final decision in this case.

OPINION AND FINDINGS OF FACT.

From the evidence and pleadings herein, the following main questions are presented in this case:

First—Is there such an injury to the plaintiff and the public contignous to the lines of defendant railroads, from their refusal to operate their respective lines of railroad, taking into consideration the earnings and expenses, together with the actual and necessary expenses to defendant The Florence & Cripple Creek

Railroad Company in repairing the damage done by the partial destruction of that railroad July 21, 1912, that this Commission would be justified in ordering the reopening of this railroad?

This necessarily comprehends the question as to the right of a railroad company to abandon and cease to operate a contignous part of the original main line of its road, and at the same time to retain its original franchise and to operate that part not abandoned.

Second—Does section 12, Chapter 197, of the General Laws of 1877 confer authority on the defendant The Florence & Cripple Creek Railroad Company to so amend its charter as to change the southern terminus of its road from Florence, Colorado, to Wilbur, Colorado, when so doing necessarily involves the abandonment of that part of its main line from Florence, Colorado, to the station of Wilbur, in the State of Colorado?

And, incidentally, if the said statute does permit such abandonment, is defendant too late in amending its charter, when the same is attempted after this Commission has assumed jurisdiction of the case and the petitioner has finished presenting its case in chief?

The following contentions seem to be established by the evidence introduced herein:

That great damage and injury to the city of Canon City and many business interests, as well as to a large proportion of the inhabitants of Canon City and along defendants' lines of railroad, has resulted from the failure of defendants to operate the roads in question.

That the defendant The Florence & Cripple Creek Railroad Company owns the line of railroad extending from Cripple Creek, Colorado, to Florence, Colorado, a distance of 40.2 miles.

That the defendant The Canon City & Cripple Creek Railroad Company owns the line of railroad extending from Canon City, Colorado, to Ora Junta, Colorado, a point on the main line of the Florence & Cripple Creek Railroad, a distance of 7.3 miles.

That the two defendants are separate corporations, but the stockholders and bondholders in each concern are identical.

That the defendant The Canon City & Cripple Creek Railroad Company has leased its line to the defendant The Florence & Cripple Creek Railroad Company.

That the Golden Circle Railroad Company owns a line of railroad connecting with the Florence & Cripple Creek Railroad at Victor, Colorado, and extending to Vista Grande.

That the said Golden Circle Railroad is operated as part of the narrow-gauge division of the Florence & Cripple Creek Railroad.

That on or about November 11, 1911, the Colorado Springs & Cripple Creek District Railway Company, a company owning a line of railroad extending from Colorado Springs, Colorado, to Cripple Creek, Colorado, entered into a written contract with the

defendant The Florence & Cripple Creek Railroad Company whereby defendant leased from this company its said line, a broad-gauge road, and has continued to operate the same by said lease since said date, and is now so operating the same, as a part of The Florence & Cripple Creek Railroad Company's system.

That on July 21, 1912, a large part of the main line of the Florence & Cripple Creek Railroad extending from mile-post 9 to mile-post 13, including a part of the roadbed and including a number of bridges, was washed out by flood waters.

The estimated cost of repairing this part of the road varied materially; witnesses for the plaintiff contending that the same could be repaired for approximately sixty-eight thousand ($68,000) dollars, while the witnesses for the defendants contended that to repair the damage done would cost in the neighborhood of one hundred and ten thousand ($110,000) dollars.

It was admitted that this discrepancy in the cost of repairing was occasioned to a great extent by the fact that the defendants' estimate included a great deal of cement retaining wall, while the plaintiff's estimate was based on heavy riprapping.

The record also discloses the fact that in 1896 The Florence & Cripple Creek Railroad Company experienced a similar flood in the same district, which required an expenditure of $198,000 to reconstruct and relay that portion of the line from three-quarters of a mile above mile-post 12 to mile-post 18, which portion of the line was not disturbed by the latter washout, and $50,000 was spent to repair that portion of the line between mile-post 9 and mile-post 12, which is the portion of the line washed out in 1912. Mr. R. D. Stewart, a witness for the defendants, who was chief engineer for The Florence & Cripple Creek Railroad Company in 1896, when the former flood occurred, testified that the $50,000 spent to repair the line between mile-post 9 and mile-post 12 was intended for temporary service only, thinking it would last long enough so that the railroad could earn enough to fix it properly and permanently. This, however, was never done, notwithstanding the fact that three years later, in 1900, the company declared a dividend of twenty-five (25%) per cent, which amounts to $250,000.

That since the said washout of July 21, 1912, the defendants have failed to operate their respective lines of railroad into Canon City, and The Florence & Cripple Creek Railroad Company has attempted, by the amendment of its charter, to abandon that portion of its line from Wilbur to Florence.

The first examination made by the defendant The Florence & Cripple Creek Railroad Company to determine the amount of damage occasioned by this flood was made by its chief engineer in February, 1913, or seven months after the flood occurred.

That all traffic destined to Cripple Creek from Canon City is compelled to be sent by way of Pueblo and Colorado Springs, and thence from Colorado Springs over the Colorado Springs & Cripple Creek District line of railroad, which is leased by defendant,

A great deal of evidence was introduced tending to show that the defendant The Florence & Cripple Creek Railroad Company would lose money by the operation of its road, but it was not attempted by defendant The Florence & Cripple Creek Railroad Company to show that the entire road as now operated, including its leased lines, was losing money The evidence in this case, in fact, shows the contrary to exist.

The profit-and-loss account of The Florence & Cripple Creek Railroad Company as a whole, for the years ending June 30, 1912, and June 30, 1913, show the following results:

PROFIT AND LOSS ACCOUNT.
1912

Balance, June 30, 1911		$591,994.00
Net corporate income, cr. to P. & L.		143,309.16
Additions for year		26,596.35
Deductions for year	$ 11,244.00	
12¼% dividend declared	122,500.00	
Bal. cr. to surplus	628,155.51	
	$761,899.51	$761,899.51

PROFIT AND LOSS ACCOUNT.
1913

Balance, June 30, 1912		$628,155.51
Net corporate income, cr. to P. & L.		183,563.37
Miscellaneous credits		308.54
16 7/10% dividend declared	$167,000.00	
Loss on retired road and equipment	665.00	
Bal. cr. to surplus	644,362.42	
	$812,027.42	$812,027.42

1900	25% dividend, amounting to	$250,000.00
1901	6% dividend, amounting to	60,000.00
1902	2% dividend, amounting to	20,000.00
1903	1% dividend, amounting to	10,000.00
1904	none	.....
1905	none	.....
1906	13½% dividend, amounting to	135,000.00
1907	5½% dividend, amounting to	55,000.00
1908	2½% dividend, amounting to	25,000.00
1909	3% dividend, amounting to	30,000.00
1910	none	.....
1911	5% dividend, amounting to	50,000.00
1912	12¼% dividend, amounting to	122,500.00
1913	16 7/10% dividend, amounting to	167,000.00
	Total, 92.45%	$924,500.00

From the above and foregoing it appears that they have paid, during the last fourteen years, dividends amounting to 92.45 per cent of their capital stock, as well as accumulating a surplus fund amounting to 64.43 per cent of their capital stock; a total earning on the capital stock of 156.88 per cent.

The defendant contends that this money is earned principally by the operation of its leased lines; however, it is evident to the minds of the Commission that there must be some good reason for these leased lines entering into a lease which is so very favorable to the defendant The Florence & Cripple Creek Railroad Company, if these earnings shown are derived wholly from these leased lines.

It does not appear that the northern portion of The Florence & Cripple Creek Railroad Company's narrow-gauge division is unprofitable. It can hardly be expected that the abandoned part of the line should bear the whole burden. There is no attempt made to abandon the whole line, although defendant says it is unprofitable.

The plaintiff introduced many witnesses to show that a great deal of freight originating at Canon City could not be transported, owing to the abandonment of the line.

That many passengers from Canon City destined to Cripple Creek went by way of automobile, rather than to travel the distance around by Pueblo and Colorado Springs, at an increased expense of $3.35.

That, if the line was opened, large quantities of fruit, hay, and coal would be shipped from Canon City into the Cripple Creek district, and that Canon City is now deprived of this market.

The evidence of plaintiff also shows that The Florence & Cripple Creek Railroad Company in the year 1905 entered into a combination with the Colorado Springs & Cripple Creek District and Midland Terminal Railroad Companies, representing all the railroads running into the Cripple Creek district, whereby it was agreed that all of the roads would be operated under one general management, and that all the revenues and all the expenses of the three roads would be added together each month, without regard to which road produced the revenue or expense, and that the proceeds would be divided between the different roads.

On November 1, 1911, this agreement was in some details changed, but the said railroads are at the present time combined as to operation and management

This evidence is not disputed by defendants.

By this agreement it can readily be seen that there is little inducement for the defendant The Florence & Cripple Creek Railroad Company proper to enter into any active competition with the Colorado Springs & Cripple Creek District Railway or the Midland Terminal Railroad for the purpose of increasing the earnings of the narrow-gauge division.

It must, therefore, be apparent that the attempt by the defendants to show what the real earnings of the narrow-gauge division would be if operated in competition with the other railroads entering the district must necessarily, to say the least, be very inaccurate.

We are compelled to find, therefore, that the evidence of the defendants fails to show that The Florence & Cripple Creek Railroad Company proper, if operated in competition with the other lines as an independent company, could not make a net earning.

In the case of Albany & Vermont Railroad Company, 24th N. Y. Court of Appeals, page 267, the court says:

> "A company endowed with a franchise or privilege to maintain a railroad on a fixed route and between *places named in its charter,* cannot exercise the franchise or privilege by the operation of a road upon another route and between other places. The franchise can only be legally exercised by the corporation operating its entire road.
>
> There is no privilege granted or right obtained to operate a part thereof, and if it should undertake to do so, it is exercising a franchise or privilege without legal sanction."

The court goes on further to say that, by abandonment of a part of a line specified in the charter, it forfeits its charter.

In Colorado & Southern Railway Company vs. State Railroad Commission of Colorado and The Breckenridge Chamber of Commerce, 54th Colorado Supreme Court, page 64, which was a Colorado case appealed from this Commission, in which the company attempted to justify the abandonment of a part of its line, and still retain its charter and continue to operate the balance of the line, the court says:

> "It must be remembered that railways are corporations organized for public purpose, have been granted valuable franchises and privileges, and that primarily they owe duties to the public of a higher nature even than that of earning large dividends for their shareholders.
>
> The franchises which plaintiff in error obtained by incorporating under the laws of this state were not granted for its profit alone or that of its stockholders, but in a large measure for the benefit of the public, and while it is a private corporation, the public is interested in the business in which it is engaged in the capacity of a common carrier. In this capacity it is a public servant and amenable as such."

The court goes on further in the same case to say:

> "By section 5 as above noted, a railroad company is inhibited from subjecting any locality to any undue or

unreasonable disadvantage. By section 12 authority is conferred upon the Commission to execute and enforce its provisions. If the company, by operating its passenger trains, or refusing to operate them, over a portion of its road, brings about a result which the law inhibits, then it is not only violating the law, but imposing upon a community a disadvantage which the act intended to prevent. The fact that passengers from Breckenridge to Denver must travel to Leadville, and thence to Denver, over the Denver & Rio Grande via Pueblo, or over the Colorado Midland via Colorado Springs, and, in returning, travel the same circuitous route—a distance in the one case of 317 miles, and in the other of 253 miles, when the distance over the direct line of the South Park is but 110 miles—and that, by traveling over these routes to and from Denver, they must pay additional passenger fares, and suffer loss of time much in excess of that required when the line between Como and Breckenridge was operated; or that persons at Breckenridge, desiring to reach Como by rail, would have to travel to Denver over one or the other of the lines indicated, and then from Denver to Como—a distance, in all, of several hundred miles—in order to reach a point but twenty-one miles distant, manifestly subjects Breckenridge to an unreasonable disadvantage, which is the direct result of the Railway Company abandoning that portion of its road between Como and Breckenridge. With the act expressly inhibiting a railroad company from subjecting a locality to an undue disadvantage, and with express authority conferred upon the Commission to enforce the provisions of the act, we think it has power to direct the Railroad Company to operate a passenger train over its line to Denver, so that the disadvantage imposed upon the inhabitants of Breckenridge by the Railroad Company abandoning its line between that point and Como will be removed; provided, of course, the company cannot justify its action in abandoning that portion of its road."

The conditions as existing in the present case are very similar, in the main points, to those which existed in the case just cited. In that case the defendant sought to justify the abandonment of a part of its line on the ground that Breckenridge had ample service by shipping from Breckenridge around by Leadville, Pueblo, and Colorado Springs in order to reach Denver, a distance of 317 miles, when the distance direct over defendant's line was only 110 miles.

It is the opinion of the Commission that the plaintiff has established the fact by the evidence introduced herein that great loss, damage, and inconvenience have resulted from the defendants ceasing to operate their respective lines of railroad, and

That defendants have failed to show to this Commission any good and sufficient justification for their so ceasing to operate and abandoning their respective lines of railroad.

CHARTER AMENDMENT.

The Commission having determined that the defendants have not shown any sufficient justification for ceasing to operate their said railroads, the question next to be determined is whether or not, by the attempted amendment of its charter, as herein shown, the defendant The Florence & Cripple Creek Railroad Company can escape its duty to operate its road.

The statute relied upon by the defendant reads as follows:

> "It shall be competent for any railroad or telegraph company, or corporation, upon a vote in person or by proxy of two-thirds in value, of its stockholders, at any meeting thereof, to alter and amend its articles of association, *so as to change its termini, or so as to extend the length of the line thereof from either of its termini to such further and other point as they may determine*, or for the purpose of constructing branches from its main line, and upon such vote the said company may make articles amendatory of their original articles *for the purpose of extending or changing the line of its road, of for constructing branches from its main line as aforesaid;* and whenever any such company or corporation shall, by a vote of two-thirds in value of its stockholders, so determine to amend or alter their articles of association, and shall certify to such amendments or alterations, made as aforesaid, under the corporate seal of such company or corporation, attested by its president and secretary, and shall file such certificate in the office of the secretary of state, and also in the office of the recorder of deeds in the county wherein the principal business of such company may be carried on; such amendment, amendments, or alterations shall have the same force and effect as though said amendment or alteration had been included in and made a part of and embraced in its original articles of association."

Under this provision in the statutes, which has been on our statute books since 1877, the defendant The Florence & Cripple Creek Railroad Company has attempted to amend its charter, in the manner heretofore stated, by changing its southern terminus to Wilbur, a small station on its main line between the city of Victor and the station of Ora Junta, and moved the Commission to dismiss this action on the ground that after said amendment it has no connection with the Canon City & Cripple Creek Railroad Company at Ora Junta, and has no line of railroad extend-

ing through the canon south of Wilbur which was damaged by the flood.

In this manner it apparently seeks to avoid any liability it may have heretofore had to rebuild and operate its line.

It is claimed by defendant The Florence & Cripple Creek Railroad Company that from the peculiar wording of this statute they are thereby so permitted to change their southern terminus that they may abandon that part of their line between Florence and Wilbur, a part of their main line some 24.12 miles in length.

The particular wording relied upon is as follows:

> "alter and amend its articles of association so as to *change* its termini or so as to extend the length of the line thereof from either of its termini to such further and other point as they may determine," etc.

It is contended by defendant that—

> "as this section was in force at the time of the incorporation of its railroad and has been in force ever since, it is by law a part of the charter granted by the state to defendant, and the charter being viewed in the light of a contract, this statute becomes a part of the contract, a part of the powers of the company and may not, either by the state or its officers, be taken away without violating the State Constitution. That the authority is absolute and unrestricted and cannot be changed by the Commission or the courts."

It may readily be granted that, if the interpretation placed upon this statute by the defendant is a correct one, and if the said amendment came in time, this Commission is without authority to grant the relief sought by the plaintiff. But is the defendant's interpretation correct?

Defendant has submitted a forty-eight-page brief to sustain its contention. The case principally relied upon is Railway vs. Railway Company, 41 Fed., 293.

We have read this case carefully, and the language therein is quite clear as to the point that the intention of the statute was to allow changes in the termini of a carrier after it had built its road and established its termini, either by extension or relocation.

The court says:

> "It must be conceded that there is nothing on the face of the statute in question to indicate that such right of amendment shall be limited, as contended by the defendant, to change its termini or so as to extend the length of the line thereof from either of its termini to such further and other point as they may determine, would imply that the termini had been established and the line of the road located. There is no limit on the face of the statute itself as to the time when this change

may be made, but it may be done *at any meeting* of 2/3 in value of its stockholders. Certainly if it had been within the mind of the framer of the law to put such a limitation upon its operation, some apt expression indicative thereof would have been employed."

Other cases cited by defendant are:

Railway Company vs. Railway Company, 95 S. W., 1019.
Railroad Company vs. Railroad Company, 32 Ind., 464.
State vs. Railroad Company, 53 Kan., 377.
Hewitt vs. Railway Company, 35 Minn., 226.

It is a significant fact that all the cases read by us have to do with the change of termini by extension of the line, or by relocation, and we have not been able to find a case where the terminus was changed by sanction of law, where the change involved the location of the terminus at some point in the middle of a main line, or which carried with it the shortening of the line by the abandonment of a part of the same.

The wording of this statute of 1877 is peculiar, to say the least. In no other state in the Union do we find a statute the same as ours. At common law, when a carrier once established its termini it could not thereafter change the same.

Until 1877, in the State of Colorado, there was no way a common carrier could change its termini by extension, relocation, or otherwise, and it seems that the statute of 1877 was the first statute which permitted any change whatever. Such a statute at that time was very essential to the progress and growth of the state; without it no railroad could extend or increase the length of its road, which would naturally have the deterrent effect of preventing the growth and upbuilding of the state. All the necessities and reasons for the enactment of this statute are very ably set forth by Judge Phillips in the case of Railway vs. Railway Company, 41 Fed. (*supra*), but in this case also the Colorado & Eastern was seeking a change of its termini by extension and not by abandonment.

Judge Phillips, in the above case, discusses the question of a change of the terminus by extension of a line, and nowhere indicates that by changing a terminus a carrier may be permitted to abandon a part of a line without surrendering its charter as a whole; and we do not believe this was the intention of the legislature in enacting this statute. To so hold would be to change the whole fabric upon which our railroad laws are founded. If a railroad company could change its termini under this statute, as was attempted to be done by defendant herein, it is hard to contemplate the tremendous consequences to the business interests of the state which might occur. Even the very life and growth of the state might be placed in the hands of a few designing and avaricious men. By controlling the transportation companies of the

state, and operating through holding companies, one railroad might buy up and control other roads entering a certain field, and by changing their termini, in the manner herein suggested, abandon such parts of the competing and connecting lines as to give them control of all traffic, and, by abandonment, destroy thousands of dollars in industries located along abandoned lines; thereby throttling competition, and the very life and growth of the state itself. This would have an effect exactly contrary to that intended by the legislature in enacting the statute in question.

It would allow the abandonment of branch lines during times of business depression, when the system as a whole might be paying a dividend, and which branch lines might afterward become profitable when normal conditions would be established.

The words, "so as to change its termini, or so as to extend the length of the line thereof," when read in connection with what the legislature says may be accomplished after a two-thirds vote, very materially disclose the legislative intent. What may be accomplished reads as follows: "upon such vote said company may make articles amendatory of their original articles (for what purpose?) for the purpose of extending or changing the line of its road, or for constructing branches from its main line as aforesaid." This last clause describes for what purpose the termini may be changed, and nowhere is there authority to change the termini by shortening and abandoning. In the clause, "so as to change its termini or so as to extend the length of the line thereof," it is contended by defendant that the word "or" is disjunctive and that the carrier may do either, "change its termini or extend the length of the line thereof." A better construction would be that the word "or" is construed to mean "and," and this would explain how the termini could be changed, and would be in accord with the latter clause, "for the purpose of extending or changing the line of its road." In our opinion, the whole context of this section, when carefully considered, shows that it was the legislative intention that this part of the section should read, "to alter and amend its articles of association so as to change its termini (substituting *and* for *or*) and so as to extend the length of the line thereof," and, read in connection with the latter clause, would mean, "change the termini for the purpose of extending or changing the line of its road," and not by abandoning a part thereof.

It is our opinion that this statute cannot be construed in the manner contended for by the defendant, and that nothing in the statute of 1877, or any other law of this state, permits a railroad company to so amend its charter as to allow it, by changing its termini, to abandon any part of the main line.

Plaintiff offered evidence which seems to be conclusive of the fact that The Canon City & Cripple Creek Railroad Company received and accepted from the citizens of Canon City and Fremont County approximately thirty thousand ($30,000) dollars as a donation in acquiring the right-of-way for the building of

said railroad. This, plaintiff contends, should be taken into consideration by us in considering the ordering of the operation of the defendant's road. While we feel that this should create a moral obligation on the part of defendant to resume its operation, we do not consider it a matter which should be taken into consideration by us, and have not so considered it in our findings herein.

The motion of the plaintiff to strike from the files of this cause the amended answer of the defendant The Florence & Cripple Creek Railroad Company is granted, and the motion of the defendant The Florence & Cripple Creek Railroad Company to dismiss this cause, based on its amended answer, is denied.

The motion of defendants, made at the end of the hearing, to dismiss this cause is also denied, and exceptions are hereby allowed to all adverse rulings on all motions of plaintiff and defendants.

This cause has consumed a great deal of time and many days of hard work in the preparation and presentation of the same, and we have given it our best efforts in an endeavor to get at the right of the matter.

We feel it not amiss at this time to say that we are grateful to the attorneys for both plaintiff and defendants for the careful and painstaking manner in which they have prepared and presented their several contentions herein.

We feel that, under the evidence herein, and the law of this state, it is our duty to order the reopening and operation of the defendants' lines of railroad for traffic, and that, while they enjoy their charter rights, it is their duty to render a reasonable service to the public. This they are not doing in refusing to operate their lines.

ORDER.

It Is Ordered that the defendant The Canon City & Cripple Creek Railroad Company be, and it is hereby, notified and directed to, on or before the 6th day of July, 1914, and during a period of two years thereafter, maintain, operate, and conduct, either by its own operation or through a lessee, or otherwise, a through combination freight and passenger train service from Canon City, Colorado, to Ora Junta, Colorado, at least once each day each week, except Sunday, and from Ora Junta to Canon City at least once each day each week, except Sunday.

And that it publish, on or before the 6th day of July, 1914, its freight and passenger tariffs.

It Is Also Ordered that said defendant fix its time schedule so as to connect with the train of the Florence & Cripple Creek Railroad at Ora Junta, and that they receive and transport shipments to and from all stations between Canon City, Colorado, and Ora Junta, Colorado.

It Is Ordered, further, that the defendant The Florence & Cripple Creek Railroad Company be, and it is hereby, notified and directed to, on or before the 6th day of July, 1914, repair its line of railroad in such manner as will place it in a safe operating condition, and during a period of two years thereafter maintain, operate, and conduct a through combination freight and passenger train service from Ora Junta, Colorado, to Cripple Creek, Colorado, at least once each day each week, except Sunday, and from Cripple Creek to Ora Junta at least once each day each week, except Sunday.

And that it publish, on or before the 6th day of July, 1914, its freight and passenger tariffs, and that they receive and transport shipments to and from all stations between Ora Junta and Cripple Creek.

It Is Further Ordered that said defendant fix its time schedules so as to connect with the train of the Canon City & Cripple Creek Railroad at Ora Junta.

And should defendant The Florence & Cripple Creek Railroad Company operate its trains by lease over the line of the Canon City & Cripple Creek Railroad, then it shall publish through freight and passenger schedules from Canon City, Colorado, to Cripple Creek, Colorado.

Effective the 6th day of July, 1914, and for two years thereafter.

By Order of the Commission:

(Signed) AARON P. ANDERSON,
(SEAL) SHERIDAN S. KENDALL,
GEO. T. BRADLEY,
Commissioners.

Dated at Denver, Colorado, this 4th day of April, 1914.

BEFORE THE

State Railroad Commission of Colorado

THE COMMERCIAL CLUB OF GREELEY, a Corporation, Complainant, vs. THE COLORADO AND SOUTHERN RAILWAY COMPANY AND UNION PACIFIC RAILROAD COMPANY, Defendants.	CASE NO. 53

ORDER.

ACTION FOR REDUCTION IN FREIGHT RATES

Submitted April 14, 1914. *Decided May 9, 1914.*

STATEMENT OF CASE.

In this case the complainant, among other things, alleges:

The plaintiff is a corporation with its principal place of business in Greeley, Colorado; organized for the purpose of protecting and furthering the commercial interests of Greeley and community.

That defendants are common carriers engaged in the transportation of coal from the Northern coal fields to Greeley, in the State of Colorado.

That the Northern coal fields are situated in Boulder and Weld Counties.

That the average distance by the Colorado and Southern route is seventy-five (75) miles; by the Union Pacific route, thirty-three (33) miles.

That defendants charge for transporting coal between said points, $1.10 per ton for lump, 70 cents per ton for mine run, and 62½ cents per ton for slack.

That said rates are unjust, unreasonable, and excessive, and are in violation of the Act to Regulate Common Carriers; and they deprive Greeley of the commercial advantages of its close proximity to said coal fields.

Plaintiff prays that defendants be ordered to cease and desist from said violation of the Act to Regulate Common Carriers, and that reasonable rates be established by the Commission, and for other relief.

The defendants in their answers, among other things, allege:

They admit that they are common carriers, and that they transport coal between the aforesaid points.

They admit that the Northern coal fields are situated in Boulder and Weld Counties.

Deny the average distance is thirty-three (33) miles by the Union Pacific route and seventy-five (75) by the Colorado and Southern route.

They admit their charges to be $1.10, 70 cents and 62½ cents per ton, respectively, as aforesaid.

Deny that said charges are unjust, unreasonable, or excessive, or in violation of the Act to Regulate Common Carriers.

Deny that either Greeley, or any of its citizens, are deprived of any commercial advantages.

Appearances: Messrs. Carle Whitehead, Albert L. Vogl and William R. Kelley, attorneys for complainant, The Commercial Club of Greeley; Mr. E. E. Whitted, attorney for defendant, The Colorado and Southern Railway Company, and Messrs. C. C. Dorsey, E. I. Thayer and J. Q. Dier, attorneys for defendant, Union Pacific Railroad Company.

OPINION AND FINDINGS OF FACT.

The evidence herein establishes the following facts:

That the average distance from what is known as the Northern coal fields in Boulder and Weld Counties, to Greeley, by the Colorado and Southern route is 77.44 miles.

That the average distance between said points by the Union Pacific route is 40.2 miles.

That the present rates are blanketed, the same rate being charged to all stations on the Colorado and Southern line between Marion and Greeley, and to all stations on the Union Pacific line between Fort Lupton, Kersey and Warren.

That the present rates per ton are:—$1.10 Lump, Mine Run, 70 cents, and Slack 62½ cents.

That during the year 1913 the Union Pacific Railroad Company shipped from the Northern fields into Greeley 1,675 tons of lump coal.

That during said year the Colorado and Southern Railway Company, shipped from said fields into Greeley 17,532 tons of lump coal, and that, therefore, over 90% of the lump coal shipped into Greeley was carried over the Colorado and Southern Railway Company's line, the average distance of 77.44 miles.

That the reason for the Colorado and Southern Railway Company hauling such a large proportion of the lump coal is that more mines are located on that line and coal produced by those mines is of a better grade and finds a readier market.

That the present rate on lump coal from Trinidad to Greeley, a distance of 302 miles, is $2.50 per ton or 8.3 mills per ton per mile.

That the present rate on lump coal from Trinidad to Denver, a distance of 203 miles, is $1.85 per ton, or 9.1 mills per ton per mile.

That the present rate on lump coal from Walsenburg to Greeley, a distance of 270 miles, is $2.25 per ton, or 8.3 mills per ton per mile.

That the present rate on lump coal from the Northern fields to Greeley by the Colorado and Southern route, an average distance of 77.44 miles, is $1.10 per ton, or 14.2 mills per ton per mile.

That over 90% of the lump coal is shipped by the Colorado and Southern Railway Company into Greeley, and that less than 10% of said lump coal goes by way of the Union Pacific Railroad Company's line.

That very little switching is absorbed by either defendant on the lump coal shipped into Greeley, the Colorado and Southern Railway Company paying the Union Pacific Railroad Company for the use of its terminals in Greeley by allowing the Union Pacific the use of the Colorado and Southern terminals in Boulder.

That the average rate per ton per mile for the years 1911, 1912, and 1913 in mills per ton per mile on all kinds of freight, both interstate and intrastate, on the Colorado and Southern Railway was 9.09; and for the same years on all kinds of freight, interstate and intrastate, the Union Pacific Railroad Company received 9.77 mills per ton per mile.

In Case No. 34, heretofore decided by this Commission, in which the same railroad companies were defendants, for a haul of 24.2 miles the Commission held that 12 mills per ton per mile would be reasonable.

While the average distance of the haul involved in said case was only 24.2 miles, the distance of the haul on the line of the company hauling 90% of the lump coal involved in the present action is 77.44 miles.

The Commission recognizes the fact that rates cannot always be figured solely on the mill per ton per mile basis. Generally speaking, as the length of the haul decreases, the mill per ton per mile increases, on account of taking into consideration terminal and other incidental expenses, which are applicable in both instances.

After careful consideration of this case, and after finding the facts stated above, the Commission is of the opinion that the present rate charged for hauling lump coal from the Northern fields into Greeley is unreasonable and discriminatory.

That the present rates on mine run and slack are neither unreasonable nor discriminatory.

No reason appears in the evidence as to the disproportion between lump, mine run, and slack rates.

The Commission is, therefore, inclined to the view that the rates on mine run and slack must have been caused by some competitive conditions, as they do not appear to the Commission to be any too high.

However, after considering the fact of the length of the haul of each defendant line, together with the fact that over 90% of all lump coal goes by way of the Colorado and Southern Railway, which is the longer haul of the two defendant lines, and being of the opinion that the longer haul should not be depressed with having to transport coal on a basis commensurate with a forty mile haul, when in fact, as aforesaid, they are actually hauling over 90% of the lump coal.

We believe that a rate of 90 cents per ton on lump coal would be sufficiently remunerative. This would produce 11 mills per ton per mile, which would include all switching charges and other terminal charges.

ORDER.

It is hereby ordered that the defendants, The Colorado and Southern Railway Company, and Union Pacific Railroad Company, be and they are hereby severally notified to cease and desist, on or before the 10th day of June, 1914, and during a period of two years thereafter abstain from demanding, charging, collecting, or receiving for the transportation of lump coal from the mines on defendants' lines of railroad in the Counties of Boulder and Weld, and in what is known as the Northern Colorado coal fields, to Greeley, in the State of Colorado, the present rate of $1.10 per ton on lump coal, carloads, and to publish and charge on or before the 10th day of June, 1914, and during a period of two years thereafter collect and receive, for the transportation of lump coal from said mines to Greeley, Colorado, a rate not exceeding 90 cents per ton, carloads, and said defendants are hereby authorized to make said order effective upon three days' notice to the public and to the Commission.

By order of the Commission:

AARON P. ANDERSON,
(SEAL) SHERIDAN S. KENDALL,
GEORGE T. BRADLEY,
Commissioners.

Dated this 9th day of May, 1914, at Denver, Colorado.

BEFORE THE

State Railroad Commission of Colorado

H. B. DOLL, OSCAR LE NEVE FOSTER and A. K. VICKERY, Co-partners Doing Business under the Firm Name of Vickery, Foster and Doll, Complainants, vs. THE DENVER & RIO GRANDE RAILROAD COMPANY and THE COLORADO & SOUTHERN RAILWAY COMPANY, Defendants.	CASE NO. 54

ORDER OF DISMISSAL.

And now on this day after reading and filing the motion of complainants herein to dismiss the complaint heretofore filed in this action, for the reasons as therein stated, that the above entitled cause has been settled between the parties thereto by satisfaction by defendants of the demands of the complainants herein:

It Is Hereby Ordered that the above entitled cause be, and the same is, hereby dismissed.

By order of the Commission:

A. P. ANDERSON,
D. H. STALEY,
S. S. KENDALL,
Commissioners.

(SEAL)

Dated this 22nd day of July, 1913, at Denver, Colorado.

BEFORE THE

State Railroad Commission of Colorado

T. J. WORK & SONS, Complainants. vs. THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, Defendant.	CASE NO. 55

ORDER OF DISMISSAL.

And now on this day on the reading and filing the motion of plaintiff herein to dismiss the above entitled action:

It Is Hereby Ordered that upon the said motion the said case be, and the same is, hereby dismissed.

By order of the Commission:

AARON P. ANDERSON,
(SEAL) DANIEL H. STALEY,
S. S. KENDALL,
Commissioners.

Dated this 4th day of August, 1913, at Denver, Colorado.

BEFORE THE

State Railroad Commission of Colorado

THE POUDRE VALLEY PRESSED BRICK COMPANY, A CORPORATION, Complainant, vs. THE COLORADO & SOUTHERN RAILWAY COMPANY, Defendant.	CASE NO. 56.

ORDER OF DISMISSAL.

And now on this day on reading and filing the stipulation filed herein, signed by attorneys for complainant and defendant herein, for a dismissal in the above entitled cause, and after due consideration of same, the said complaint in the above entitled action is hereby dismissed without prejudice to complainant herein.

By order of the Commission:

A. P. ANDERSON,
D. H. STALEY,
S. S. KENDALL.
Commissioners.

(SEAL)

Dated this 14th day of November, 1913, at Denver, Colorado.

BEFORE THE

State Railroad Commission of Colorado

DUNCAN MATHESON, Plaintiff, vs. THE CHICAGO ROCK ISLAND AND PACIFIC RAILWAY COMPANY, THE DENVER & RIO GRANDE RAILROAD COMPANY AND THE COLORADO AND SOUTHERN RAILWAY COMPANY, Defendants.	CASE NO. 57.

ORDER OF DISMISSAL.

This cause was set for trial August 7, 1914, and on said date the plaintiff not appearing and having filed with the Commission a petition asking for the dismissal of said cause:

It Is Ordered that the above entitled cause be, and it is hereby, dismissed.

By order of the Commission:

A. P. ANDERSON,
S. S. KENDALL,
GEO. T. BRADLEY.
Commissioners.

(SEAL)

BEFORE THE

State Railroad Commission of Colorado

THE BRECKENRIDGE CHAMBER OF COMMERCE, Petitioner, vs. THE COLORADO AND SOUTHERN RAILWAY COMPANY, Defendant.	CASE NO. 58.

ORDER.

Submitted December 30, 1913. *Decided February 3, 1914.*

FINDINGS AND ORDER OF THE COMMISSION.

On September 2nd, 1913, petitioner herein filed its complaint in which it is alleged among other things, that petitioner is a corporation organized and existing under and by virtue of the laws of the State of Colorado, and is engaged in the business of promoting the commercial, social and moral welfare of the citizens of Breckenridge and of Summit County, Colorado, and that its principal place of business is Breckenridge, Colorado.

Second: That defendant is a common carrier engaged in carrying passengers and property by rail between the City of Denver, Colorado, and the City of Leadville, Colorado, over a narrow gauge line of railroad which passes through the Town of Breckenridge and County of Summit, Colorado, and is subject to the Act to Regulate Common Carriers.

Third: It further alleges that after the 10th day of November, 1910, the defendant arbitrarily closed and declined to operate that portion of said railroad extending from Como to the Town of Breckenridge, and refused to carry freight or passengers over said line of railroad.

Fourth: That on the 7th day of August, 1911, your petitioner filed a complaint before this Commission setting forth the facts above stated.

That thereafter to-wit: On the 29th day of November A. D. 1911, and after a full and complete hearing, an order was made and entered by this Commission requiring the defendant herein to operate said line of railroad extending from Denver, Colorado, to Leadville, Colorado, which order was duly served upon the defendant herein.

Fifth: That defendant declined and refused to obey said order, and that the petitioner joined with this Commission in a petition to the Honorable District Court of the Fifth Judicial District of the State of Colorado for a writ to compel the defendant to comply with said order, and that thereafter said writ was granted by said court and was, subsequently, upheld by the Supreme Court of the State of Colorado.

Sixth: That thereafter to-wit: On the first day of January, 1913, defendant commenced to operate its said line of railroad and then, and thereafter, and until the present time pretended to comply with the said order of this Commission.

Seventh: That the operation of said line of railroad as a whole from Denver, Colorado, to Leadville, Colorado, through the Town of Breckenridge is necessary to the commercial and social intercourse of the people residing along the line of said railroad.

Eighth: That the defendant herein declines and refuses to operate a passenger train on Sundays and that said failure and refusal on its part subjects your petitioner and all citizens residing along the said line of railroad from Denver, Colorado, to Leadville, Colorado, to great inconveniences in their social and commercial intercourse, and that said refusal to operate said Sunday passenger train is arbitrary, unlawful, unjust and in violation of the Act to Regulate Common Carriers.

Ninth: That the said order as heretofore made by this Commission will expire on the first day of January, 1914, and petitioner is informed and believes, and there alleges the fact to be, that on or about the said date, the defendant herein will again wholly decline and refuse to operate its said line of railroad.

Petitioner prays that defendant be required to answer this petition, and that the Commission make due and diligent inquiry into the matters and things herein set forth, and that an order be entered by the Commission requiring the defendant to operate a daily passenger train from Denver, Colorado, to Leadville, Colorado, including Sundays, and for such other and further additional relief as to the Commission may seem meet and proper.

By way of answer to said petition the defendant herein alleges:

First: As to the allegations in paragraph one of said petition, it has not and cannot obtain sufficient knowledge or information upon which to base a belief.

Second: It admits the allegations of paragraph two of said petition.

Third: It denies each and every allegation in paragraph three of said petition.

Fourth: It admits the allegations of paragraph four of said petition.

Fifth: It admits that it declined to obey the order made by this Commission and that a suit was brought in the District Court and that the District Court made an order directing the defendant to comply with the order of the Commission, and that the Supreme Court of Colorado affirmed the said order of the said District Court.

Sixth: Admits that about the first day of January, 1913, it commenced the operation of its line between Como and Breckenridge, Colorado, in conformity with said order and that until the present time it has complied with said order of the Commission.

Seventh: Defendant denies each and every allegation in paragraph seven of said petition.

Eighth: Defendant admits that it has declined and refused to operate a passenger train on Sundays between Denver, Colorado, and Leadville, Colorado.

It alleges that the said order of the Commission and of the Courts did not require it to do so, and denies that such train is necessary to the convenience of the traveling public between Denver, and Leadville, Colorado.

Ninth: Defendant denies paragraph nine of said petition, wherein it is alleged that defendant intends to decline and refuse to operate its said line of railroad after the expiration of the said order of this Commission.

The taking of testimony in this case was finished on the 25th day of November, 1913, at Denver, Colorado.

In the taking of testimony in the within case, it was stipulated and agreed by the attorneys for both petitioner and defendant herein, that the testimony taken before the District Court of the Fifth Judicial District of the State of Colorado, at the time the former hearing of Case No. 29 was had, wherein this Commission made its former order for the operation of the within named railroad, should be taken by the Commission and considered by it as a part of the testimony to be considered by the Commission in the present case, No. 58; which said testimony was duly filed with this Commission as a part of the record in this case.

Mr. Barney L. Whatley appeared as counsel for petitioner, and Mr. E. E. Whitted appeared as counsel for defendant.

FINDINGS OF FACT.

Some new and additional evidence was introduced in the present case tending to show to the minds of the Commission the actual necessity for the continued operation of the present line of railroad.

The testimony as taken before the said District Court of the Fifth Judical District contained to a great extent the same testimony as taken before this Commission in the original hearing for the operation of this railroad.

From all the testimony submitted herein for the consideration of the Commission in the present case, it appears, that the operation of the line of the defendant railroad company extending from Denver, Colorado, to Leadville, Colorado, should be continued.

SUNDAY PASSENGER TRAINS.

There is another question, however, to be considered by the Commission at this time which was considered by the Commission in the former hearing, but which, after consideration at that time, was not deemed by the Commission of sufficient importance to necessitate an order thereon at that time.

This question is the matter of a Sunday passenger train.

At the time the former order for the operation of this railroad was made and entered by this Commission, there was no conclusive evidence before it which led the Commission to believe that there was sufficient business upon this line of railroad at that time to produce to the defendant company any considerable net revenue in the operation of said line of railroad, if, indeed, any at all; but the Commission deemed that under the evidence as therein adduced and the facts therein established and the law of the State applicable thereto, that it was the duty of the defendant at that time to resume operation of said line of railroad in such a manner as to satisfy the real necessities of the shippers and communities along said line of railroad.

In making its order at that time, the Commission was careful not to extend its order to the operation of said railroad beyond the real necessities as the Comission saw them. For that reason, the Commission ordered a daily passenger train service each way each day, excepting Sundays, and a through freight service from Denver, Colorado, to Leadville, Colorado, at least three days each week.

From the present testimony before the Commission, the Commission is constrained to believe that under present conditions it would not be warranted in increasing the service required of this company beyond that which was required in the former order of this Commission.

Petitioner has urged the necessity of Sunday trains on account of mail service, hospital service, and other service, which seemed to it to necessitate the operation of a Sunday train.

The number of passengers carried on this particular line of railroad between Denver and Leadville seems to be deplorably small. In the evidence taken before the Commission by witnesses introduced in the present hearing, it developed that from all

points East of Como into Breckenridge there was about four passengers per day, considering two hundred and thirty operating days and leaving out Sundays.

From Breckenridge to Dickey the average was less than one-tenth of a passenger per day. In the whole two hundred and thirty days there were sixteen passengers.

From Breckenridge to Dillon the average was one passenger per day.

From Breckenridge to Frisco the average was one-third of a passenger per day.

Between Breckenridge and Como there was an average of one passenger in five days, or forty-nine passengers in nine months.

Between Breckenridge and Robinson the average was three passengers per day.

Between Breckenridge and Leadville the average was three passengers per day.

From points between Denver and Como as far as Dillon the average was one and one-half passengers per day.

From Dillon to Leadville the average was one passenger per day.

From Leadville into Breckenridge the average would be less than five passengers, or about four and one-half per day.

It seems that the average daily number of passengers from Denver to Leadville was about one per day, and from Leadville to points East of Como to Denver the average was less than one passenger per day.

The Commission is of the opinion that under the present state of facts, it would not be justified in increasing the service as required of the defendant in our former order.

ORDER.

It Is Ordered by the Commission that the defendant, The Colorado & Southern Pacific Railway Company, be, and they are hereby notified and directed to, on or before the 6th day of March, 1914, and during a period of two years thereafter, maintain, operate and conduct a through freight service from Denver to Leadville by the way of Como and Breckenridge, at least three days each week, and from Leadville to Denver by the way of Como and Breckenridge at least three days each week. That they publish on or before the 6th day of March, 1914, freight tariffs from Denver to Leadville and intermediate points, and from Leadville to Denver and intermediate points, in so far as they have no such tariffs now on file, and that they receive and transport shipments to and from all stations between Denver and Leadville.

It is further ordered that defendant, The Colorado and Southern Railway Company, do operate and maintain a through and exclusive passenger train service daily, excepting Sundays,

from Denver to Leadville by the way of Como and Breckenridge, and a through and exclusive passenger train service daily, excepting Sundays, from Leadville to Denver by the way of Breckenridge and Como.

Effective March 6th, 1914, and for two years thereafter.

By Order of the Commission:

A. P. ANDERSON,
(SEAL) S. S. KENDALL,
GEO. T. BRADLEY,
Commissioners.

Dated at Denver, Colorado, February 3, 1914.

BEFORE THE

State Railroad Commission of Colorado

H. L. FORD, Petitioner, vs. CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, Defendant.	CASE NO. 60.

ORDER.

Now on this 15th day of April, A. D. 1914, it appearing to the Commission that the complaint, heretofore filed herein on the 14th day of October, A. D. 1913, has been fully satisfied, and that the relief, matters and things asked for in the said complaint have been done and performed by the defendant herein.

It Is, Therefore, Ordered that the above entitled cause be, and the same hereby, dismissed.

The State Railroad Commission of Colorado:

A. P. ANDERSON,
(SEAL) S. S. KENDALL,
GEO. T. BRADLEY,
Commissioners.

BEFORE THE

State Railroad Commission of Colorado

CHARLES L. SAUER, Petitioner, vs. THE COLORADO & SOUTHERN RAILWAY COMPANY, A CORPORATION. Defendant.	CASE NO. 62.

ORDER.

UNREASONABLE PASSENGER RATES.

Submitted January 26, 1914. *Decided February 9, 1914.*

PLEADINGS.

On January 7th, 1914, plaintiff filed his complaint herein, in which it is alleged among other things:

That plaintiff is engaged in the lumber business in Idaho Springs, Colorado.

That the Colorado and Southern Railway Company operates a railroad between Denver, Colorado, and Idaho Springs, Colorado.

That the Colorado & Southern Railway Company advanced the price on twenty-five ride family commutation tickets on July 1st, 1913, from twenty-three dollars to twenty-eight dollars and fifty cents.

That the commutation fare before July 1st, 1913, was already excessive.

That the advance made July 1st, 1913, was unjust and unreasonable, and that the rate is nearly three cents per mile and is excessive.

Petitioner prays that the defendant may be required to answer the charges herein and that the defendant be compelled to refund excess charges.

There are other allegations as to excessive freight rates, but at the time of the hearing it was agreed by petitioner with the defendant that no freight rates should be considered, but that the hearing should be confined to the reasonableness of the rate on twenty-five ride family commutation tickets exclusively.

The question was raised before the taking of testimony in this case as to whether or not the hearing should be had on the question of commutation fares only, and it was agreed that only commutation fares should be considered.

By way of answer defendant alleges:

Defendant admits the operation of the said railroad between said points.

Defendant admits that it advanced the charges on its twenty-five ride family commutation tickets on July 1st, 1913 from twenty-three dollars to twenty-eight dollars and fifty cents.

It denies that such charge is excessive and denies that such advance is unjust or unreasonable. It denies that it ought to issue individual commutation tickets good for ninety days; it says that it issues such tickets for thirty days and that the rules and restrictions under which they are issued and the charges therefor are just and reasonable.

It denies each and every other allegation in said petition set forth.

Mr. John T. Bottom appeared as attorney for plaintiff herein.

Mr. E. E. Whitted and Mr. T. M. Stuart appeared as attorneys for defendant.

FINDINGS OF FACT.

It seems that in the present case the reasonableness of the regular one way passenger fare is not attacked, and it seems to be admitted that the rate on twenty-five ride family commutation tickets, which is the issue herein, is less per mile than the regular one way passenger fare.

The only evidence introduced by plaintiff was the introduction of petitioner's Exhibit A, which is the local tariff on commutation ticket fares between stations on the Colorado and Southern Railway and its tariff C. R. C. No. P-365, effective July 1st, 1913.

After the introduction of this Exhibit A, the defendant moved the Commission that the action be dismissed on the ground that the action was brought on the question of the reasonableness of the fares attacked and that no evidence was introduced by the plaintiff sufficient to prove that the rates attacked were too high. That no evidence was introduced by plaintiff tending to show the conditions under which this haul was made or the conditions under which any other haul was made with which this rate is compared. That the plaintiff should show cost of maintenance, cost of operation and such other evidence as is usually

required of a plaintiff in order to prove that a rate is excessive. That commutation tickets are issued at the option and in the discretion of the carrier and that said tickets are beyond the jurisdiction of this Commission.

That the only charge against said defendant is that the rate is unjust and unreasonable; there is not involved any question of unjust discrimination or undue preference.

The Commission reserved its ruling on this motion until the final determination by them of the main issues in this case.

At the beginning of the hearing defendant also moved the dismissal of the action on the ground that the complaint was indefinite and insufficient and did not state any cause for action against defendant.

This motion was overruled.

There appears to be but one question presented to the Commission in this case and that is: Is the increase in the twenty-five ride family commutation ticket between Denver, Colorado, and Idaho Springs, Colorado, from twenty-three dollars to twenty-eight dollars and fifty cents made by the tariff of July 1st, 1913, unreasonable, or is it discriminatory as to persons or localities?

The motion to dismiss the action was denied by the Commission for the reason that it is always the policy of the Commission to allow any reasonable amendment to any pleadings at any time before the final hearing is finished.

The presentation of this case by plaintiff was remarkable from the fact that only one matter of evidence was introduced, that being Exhibit A, which was defendant's commutation fare tariff.

It seems that the plaintiff did not directly charge any discrimination, but simply alleged the unreasonableness of the rate, which was a commutation fare and was less per mile than the regular one way fare.

No effort was made to show to the Commission the conditions under which this haul was made as compared with the conditions under which other hauls were made for the purpose of comparison.

It is a well established rule and has been decided many times by this Commission that a simple comparison of rates without showing the similarity of the haul or the innumerable features or conditions upon which the different rates are based is not sufficient within itself to justify the reduction thereof, or to establish the unreasonableness of the rate therein attacked. Crutchfield, vs. Railroad Company, 14 I. C. C. 558.

Plaintiff neither attacks the one way regular fare nor other commutation fares, but simply asks for the reduction of the twenty-five ride family commutation tickets.

Then has the plaintiff made out such a case as would justfy the Commission in reducing the fares on the twenty-five ride family commutation tickets in question?

It appears that the tariff of July 1st, 1913 as to the twenty-five ride family commutation tickets was intended to adjust the rates according to the distance and the character of the mountain haul, and that beginning at Denver, the fare to Arvada on a prairie haul is two and four-tenths cents per mile.

From Denver to Golden, where the road enters the canon, the fare is two and six-tenths cents per mile.

Denver to Forks Creek, further up the canon, the fare is two and nine-tenths cents per mile, and from Denver to Central City, which is in the mountains, the end of a branch of this line, the fare is three and five-tenths cents per mile.

From Denver to Dumont, Lawson, Idaho Springs and Georgetown, respectively, the fare is three cents per mile.

There seems to be no question as to undue discrimination as to persons or places as far as this particular line is concerned.

It does not appear that by the putting into effect of the tariff of July 1st, 1913, the earnings to the said defendant company as a whole on this line would be increased.

It is the opinion of the Commission for the reasons above stated that the plaintiff has wholly failed to establish such a case as would justify the Commission in reducing the commutation fares in question.

It Is Therefore Ordered by the Commission that this case be, and the same is, hereby dismissed.

By Order of the Commission:

AARON P. ANDERSON,
(SEAL) S. S. KENDALL,
GEO. T. BRADLEY,
Commissioners.

Dated at Denver, Colorado, February 9, 1914.

BEFORE THE

State Railroad Commission of Colorado

L. A. EWING AND R. M. DAVIS,
Petitioners,
vs.
THE DENVER, BOULDER & WESTERN RAILROAD COMPANY,
Defendant.

CASE NO. 64.

ORDER.

INADEQUATE FACILITIES

Submitted April 20, 1914. *Decided April 30, 1914.*

STATEMENT OF CASE

On March 13, 1914, the petitioners filed their petition herein, in which, among other things, it is alleged:

That petitioners are lessees and are now operating the White Raven group of mines under lease and contract to purchase said group of mines, and have been such since the 14th day of February, A. D. 1913, the said group of mines being located at Puzzler, Boulder County, Colorado, five-eighths of a mile from Puzzler Station, on the line of The Denver, Boulder & Western Railroad Company between Boulder and Ward, Colorado, in said Boulder County.

That the defendant above named is a common carrier engaged in the transportation of passengers and property by railroad between Boulder and Ward, in Boulder County, State of Colorado, and as a common carrier is subject to the act regulating common carriers.

That the defendant failed, since the 30th day of November, A. D. 1913, to transport to Boulder a certain carload of ore loaded by petitioners and standing on the sidetrack of defendant at Puzzler Station.

That the defendant has failed to furnish them empty cars for the purpose of loading ore at Puzzler Station.

That since on, to-wit, the 20th day of November, 1913, and during the period that defendant has failed to operate its said railroad from Sunset Station to Puzzler Station, said defendant has operated its line of road from Boulder to said Sunset Station, and from Sunset Station to Eldora, on other and different branch line of its said line, and has thereby discriminated against petitioners.

That for about eight years it has been the practice of defendant to discontinue service on the Ward branch of its line, which is beyond Puzzler Station, for long periods of time during the winter months.

That the transportation of ore from said White Raven group of mines over said railroad line is the best method of transporting said ore to market.

Petitioners pray that defendant may be required to answer the said charges, and that an order be made commanding the defendant to cease and desist from said violation of the act to regulate common carriers, and for such further order as the Commission may deem reasonable; and that an order be issued requiring said defendant to operate said railroad with reasonable service throughout the entire year.

On April 2, 1914, the defendant filed its answer thereto, in which, among other things, it is alleged:

It admits that since November 30th, 1913, it has been unable to operate its line of railroad from Ward, Colorado, to Sunset, Colorado, on account of snow blockades which have existed from time to time, and still exist. That it has put forth every effort to clear the snow from its line of road, but on account of high winds, and continued snowfall, it has been unable by any exertion to open said line; that this is the only reason why said line has not been operated.

Defendant admits that it has been able to operate its line from Boulder to Eldora for portions of the time, but denies that in doing so it has had any intention of discriminating against petitioners, or any of the parties on its line between Sunset and Ward.

Defendant alleges that wherever it has abandoned its service during the winter time, it has been due either to its inability to keep its line open on account of snows and other weather conditions, or due to the fact that there was no business on said line to be carried.

Answering the complaint of petitioners generally, this defendant says that from December 1st to December 5th, 1913, there was a great and unprecedented snow storm prevailing in the mountains along its line from Sunset to Ward; that there was a fall of more than seven feet of snow along said line at that time and during the winter a fall of more than eleven feet; that on or about December 9th, the line of defendant between Boulder and Eldora was opened and also the line from Sunset to Ward, on or about December 13th; that daily service was re-

sumed by defendant on its line from Sunset to Eldora and maintained from December 9th to December 31st; at which time winds of such velocity prevailed that the tracks were blockaded with drifted snow from a point nine miles west of Boulder to Eldora and Ward; that defendant's train was stalled in the drifted snow during said period at a point about fifteen miles west of Boulder and the winds were of such a character as to prevent the men from working, so that said train was not released until about January 1st, 1914, on which date it required the entire force of the defendant two days to remove the train back to Sunset; that on January 2nd, 1914, two miles of slides from three to fifteen feet deep were removed from the tracks of defendant between mile posts 9 and 13 and the train of December 31st, 1913, brought into Boulder; that high winds continued daily throughout the entire month of January, preventing men from working on the drifts a great portion of the time, causing an intermittent service over the line from Sunset to Eldora; that the tracks of defendant were completely buried with hard, drifted snow from one to twenty feet in depth for a distance from one to 500 feet; early in January, 1914, the line of defendant was cleared from Glacier Lake to Eldora, twenty-three miles west of Boulder, but an effort to clear the line beyond that point resulted in breaking defendant's snow plow, causing a large expenditure of labor without attaining any results, the snow being too deep and the drifts too hard to remove with any facilities possessed by the defendant; that on or about January 15th, the defendant secured a rotary snow plow from The Colorado & Southern Railway Company and thereby cleared its line between Glacier Lake and Eldora, and at this time it attempted to use said plow in clearing its line from Sunset to Ward, but on account of the conditions on the line between said points and the depth of the cuts and the drifted condition of the snow on the tracks, it was unable to operate said snowplow for the purpose of clearing such line; that during the latter part of January, 1914, high winds prevailed in the mountains, filling up all of the cuts on the Ward line with hard snow and ice; that during the early part of February, an additional snowfall of fourteen inches occurred, accompanied by high winds, again filling up all of the cuts; that wind continued almost daily during the first half of February, making it impossible to work in opening up any blockaded portion of defendant's line; that the same condition continued during the first week in March, when the snow was again drifted to a depth of eight feet in the cuts, making it difficult, if not impossible, to do anything at said time.

It further alleges that the entire earnings of defendant's line of railroad are not sufficient to pay defendant's operating expense; that said earnings during the seven months ending January 31st, 1914, were $9,141.36 less than actual expenses during the same period and that said earnings during the fiscal year ending June 30th, 1913, were $6,000.44 less than actual operat-

ing expenses during said year; that the entire line of defendant is being operated at a loss and was so operated during the past two years.

Defendant asks that the petition herein be dismissed.

Appearances: Henry O. Andrew, Boulder, Colorado, attorney for petitioners.

Theodore N. Stuart, Denver, Colorado, attorney for the defendant.

OPINION AND FINDING OF FACTS.

It appears from the evidence submitted herein that defendant owns a line of narrow gauge railroad extending from Boulder, Colorado, to Sunset, Colorado, a distance of 13.3 miles; that from Sunset there are two branches extending westwardly, one to Eldora, a distance of 20.1 miles from Sunset; the other to Ward, a distance of 12.8 miles from Sunset. That the entire railroad extends westwardly from Boulder through deep canons, and with heavy grades to the junction at Sunset, from whence the different branches continue westwardly up steep mountain grades, reaching an altitude of 9,450 feet at Ward, and 8,730 feet at Eldora.

That the said railroad is essentially a mountain railroad, traversing high altitudes where heavy snows fall during a great part of the year and where a great deal of care and expense is required in the operation of said lines.

That petitioners own and operate a mine at Puzzler, a station on said line of railroad a distance of 8.6 miles from Sunset.

Defendant does not deny its duty to operate its line of railroad between Boulder and Ward, but pleads its inability to do so on account of weather conditions.

It further appears from the evidence, and is uncontradicted by petitioners herein, that the whole line of said railroad is operated at a loss, not including interest on bonded indebtedness and taxes.

That said railroad has been in bankruptcy two times.

That it has been the practice in the summer time to operate a daily train between Boulder, and Eldora and Ward, but that in the winter time, only a weekly train has been operated to Ward.

That about September 8th of last year the daily service was discontinued to Ward, and a weekly schedule was filed.

It appears that there is no intention on the part of defendant to abandon any part of its line.

It also appears that the total actual loss in operating expenses alone, and not including taxes and interest, for the fiscal year ending June 30th, 1913, was $6,000.44.

That the total loss in operating expenses for the seven months since June 30th, 1913, was $9,141.36.

It does not appear that there has been any extravagance in the management or operation of defendant company's line of rail-

road; it appearing that only $10,000.00 was expended for office expenses per year, including the salaries of officers, office supplies, legal expenses, rent, stationery, and printing.

It also appears from the evidence (Page 147, transcript of evidence) that the company has been losing money for sixteen years; that it has never made any money for the stockholders; that in five years the company has only paid 4½% on its income mortgage bond, or nine-tenths of 1%; that the bonded indebtedness calls for 5% interest.

It also appears from the testimony of Mr. Hayes, President of the Denver, Boulder & Western Railroad Company, that between December 1st and December 5th, 1913, the average snowfall in the mountains along the line of defendant's railroad was seven feet.

Page 138, transcript of evidence:

> Mr. Hayes: "December 1st to 5th, the average snowfall in the mountains along the line of the railroad was seven feet. That blockaded all lines. The Eldora line was cleared December 9th; the Sunset-Ward line December 13th. Daily service resumed and maintained upon the Eldora line December 9th to 31st, when wind of such great velocity prevailed that the tracks were blockaded with drifts and snow from mile post 9, west of Boulder, to both Eldora and Ward. The train of the 31st was stalled in the snow fifteen miles west of Boulder on the Eldora line; the wind was so great the men could not work in it. That train could not be released until January 1st, on which day it required our entire force all day to move the train two miles back to Sunset. January 2nd, two miles of slides, from 3 to 15 feet deep were removed from the track between mile post 9 and 13, and the train of December 31st was brought back to Boulder. High winds continued almost daily throughout the entire month of January, preventing the men from working on the drifts the greater portion of the time, thus causing intermittent service to Eldora and no service to Puzzler or Ward. Tracks were again buried with snow drifts from one to twenty feet in depth for a distance of 100 to over 500 feet in length early in January, at which time the line was cleared to Glacier Lake, mile post 23 from Boulder, on the Eldora line. We endeavored to clear the line from Glacier Lake to Eldora, but the snow was so hard we could make no impression upon it with our motive power and snow plow. Drifts were too deep and too hard to remove. At that time, and before that, we negotiated with the Colorado & Southern Railway Company for the rental of their rotary snow plow, which was in use on the South Park division of that company's line. It was released and brought to us at Boulder from

Leadville and delivered to us January 15th. With three engines and the rotary snow plow, in thirty hours' time we succeeded in clearing a line between Hill station and Eldora, approximately ten miles."

It is contended by petitioners that it is immaterial what the expenses or losses of defendant railroad are, or whether or not defendant is operating at a profit.

We cannot agree with petitioners in this matter on this point.

In the case of the Breckenridge Chamber of Commerce vs. The Colorado & Southern Railway Company, heretofore decided by this Commission, and in which it was disputed whether or not the defendant was earning any net profit, the Commission ordered the operation of the road. However, all testimony showed that the branch ordered to be operated was only a part of the whole system, which system was paying regular and reasonable dividends on its stock.

It is contended by petitioners that in law the defendant is required to operate regardless of the question of loss. The Railroad Commission law of Colorado provides that all orders of the Commission must be reasonable, and in ordering the operation of the defendant company's line, the question of loss on the part of the entire system should certainly be considered in regarding the question as to what would be a sufficient service to be ordered, after considering said loss.

It is the opinion of the Commission that while the defendant should be required to operate its road, that no unreasonable service should be required.

The defendant company while retaining its charter should render such service as is within its reasonable power to perform.

We are of the opinion, however, that the present weekly service is sufficient in the winter time from Sunset, Colorado, to Ward, Colorado. That defendant should use due diligence and all reasonable effort within its financial means, and all reasonable power at its command to maintain said weekly train in and out of Ward.

ORDER.

It Is Ordered, that the defendant, The Denver, Boulder and Western Railroad Company be, and it is hereby notified and directed to, on or before the 2nd day of June, 1914, and during a period of two years thereafter, maintain and operate at least one combination passenger and freight train each week from Boulder, to Ward.

By order of the Commission:

(Signed) Aaron P. Anderson,
(SEAL) S. S. Kendall,
Geo. T. Bradley,
Commissioners.

Dated at Denver, Colorado, this 30th day of April, 1914.

BEFORE THE

State Railroad Commission of Colorado

HARRY CROFT, ET AL, REPRESENTING THE GRANGE AND MILK PRODUCERS OF CHERRY CREEK VALLEY, Complainants, vs. ADAMS EXPRESS COMPANY, Defendant.	CASE NO. 66

ORDER.

ALLEGED UNREASONABLE EXPRESS RATE ON MILK FROM MELVIN, COLORADO, TO DENVER, COLORADO.

Submitted June 3, 1914. *Decided June 27, 1914.*

STATEMENT OF CASE.

The complainant filed his complaint herein and alleged:

That complainants are dairymen in the Cherry Creek Valley.

That the defendant above named is a common carrier engaged in the transportation of milk and other property by railroad between Parker and Denver, in the State of Colorado, and as such common carrier is subject to the Act to Regulate Common Carriers.

That the defendant charges an unreasonable express rate on milk from Parker to Denver, being in excess of 4 cents for a ten gallon can more than other express companies charge for the same distance.

Complainant prays for an order that defendant cease and desist from said violation of the Act to Regulate Common Carriers, and for such other and further order as the Commission may deem necessary in the premises.

Complainant also asks for one thousand ($1000.00) dollars reparation for overcharges.

By way of answer, defendant alleges:

Admits the allegations in paragraphs one and two of the complaint.

Denies it charges, or has charged, unreasonable express rates on milk between Parker, Colorado, and Denver, Colorado.

> "Denies that the rate charged by it is in excess of 4 cents for a ten gallon can more than other express companies charge for the same distance as a general thing."

Defendant states that there may be, by reason of special circumstances and conditions, exceptional cases between certain points in the State of Colorado where other express companies charge less for the transportation of ten gallon cans of milk for the same distance than defendant charges from Parker to Denver.

> "That in no instance, however, does it charge any less for the same distance than it charges from Parker to Denver."

Defendant denies that it has violated in any way the Act to Regulate Common Carriers in the State of Colorado.

Denies that it has overcharged complainant in any sum whatever, and denies that complainant should be awarded the sum of one thousand ($1000.00) dollars, or any other sum whatever on account of alleged overcharges.

Appearances: Harry Croft, the Complainant, appearing per se. E. I. Thayer, Denver, Colorado, Attorney for Defendant.

FINDINGS OF FACT.

Since the filing of the above complaint, the defendant, Adams Express Company, together with all other express companies operating in the State of Colorado, has filed with this Commission its schedule of rates, which is commonly known as the Beatrice Scale of Rates. This scale of rates was authorized by the Interstate Commerce Commission, in what is known as the Fairmont Creamery Case.

These rates are uniform. Beginning with the distance of 25 miles the rate is 20 cents for a ten gallon can of milk or cream, and for each multiple of 5 miles thereover an additional one cent is charged on each ten gallon can.

On an eight gallon can for the distance of 25 miles, the rate is 18 cents, with an additional one cent for each 5 miles thereover.

On a five gallon can the rate is 14 cents for 25 miles, with an additional one cent for each 5 miles thereover.

These rates pertain up to the distance of 50 miles. From 50 miles to 100 miles one cent is added for each additional 10 miles on each can.

From the evidence submitted in this case it appears that heretofore there has been great discrepancies between different companies for the same distances on a ten gallon can of milk or cream.

In the present rate as filed with this Commission, known as the Beatrice Rate, (which has been filed by all of the express companies operating within the State of Colorado) these discrepancies have been eliminated, in that, each five, eight, or ten gallon can of milk or cream is charged according to the distance hauled. In order to have uniformity in these tariffs according to distances some of the express companies operating within this state have been compelled to sacrifice a great deal from their tariffs heretofore in existence, the reductions in some cases being as high as 30, and even 40%; in other cases there has been an increase. There are instances in evidence in this case where the charge for a ten gallon can for a distance from 40 to 50 miles has been only about one-half that which has been charged for the same cans for the same distances on other roads, but there are only a few instances where these extremely low express rates on milk and cream have obtained, being confined practically to two express companies. On nearly all other express company's lines the rate has heretofore been not less than 19 cents per ten gallon can for the distance of 25 miles.

For the sake of uniformity in all express rates on milk and cream within the State of Colorado the Commission is inclined at this time to give a thorough trial to these new and uniform rates as filed with the Commission. In a few instances the rates may be increased, but, generally speaking, there is a readjustment all over the State of Colorado by the adoption of this Beatrice Scale with an eye single to uniformity in the rate per ten gallon can per mile on milk and cream. There is, however, a peculiar condition existing in this state which we think calls for an adjustment, or change, in the Beatrice Scale filed with the Commission. It was shown in the evidence submitted before the Commission in the within case that there are stations from which milk is shipped into the City of Denver which are not further distant than fifteen miles.

The scale in this Beatrice rate is not less than 20 cents on milk and cream for a distance not over 25 miles. The shortest distance on which a rate is based therein, therefore, being 25 miles.

It was testified to by witnesses in the within case that a man with a team hauling a load of milk or cream of 24 cans, weighing 2400 pounds, could make $4.40 per day from the station of Melvin into the City of Denver.

It is the opinion of the Commission that there should be a rate fixed for a less distance than 25 miles to meet the local conditions within the State of Colorado.

Complainant in the complaint herein asked for reparation, but the Commission has heretofore held, along with the Interstate

Commerce Commission, that the fact that a rate is unreasonable today is no evidence that the same rate was unreasonable heretofore. Conditions are continually changing and the main effort of the Commission at the present time is to adjust these express rates in such manner that they may be equitable and reasonable for all.

ORDER.

It Is Hereby Ordered by the Commission that the defendant, the Adams Express Company be, and it is hereby ordered to cease and desist, on or before the 30th day of July, 1914, from charging and collecting its present rates on milk and cream for a distance of 15 miles, and to publish, charge, and collect, on or before the 30th day of July, 1914, for a distance of 15 miles, the following rates: On a five (5) gallon can, 14 cents; on an eight (8) gallon can, 16 cents, and on a ten (10) gallon can, 17 cents. The above rates may be established on one day's notice.

By order of the Commission:

A. P. ANDERSON,
(SEAL) S. S. KENDALL,
GEO. T. BRADLEY,
Commissioners.

Effective for two (2) years.
Dated at Denver this 27th day of June, 1914.

BEFORE THE

State Railroad Commission of Colorado

In the Matter of E. H. HAYNES, Plaintiff, vs. THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, Defendant.	CASE NO. 67.

ORDER.

This cause coming on for consideration by the Commission this 22nd day of June, 1914, and the Commission, having read and filed the stipulation entered into by Plaintiff, E. H. Haynes, and the citizens of Vona, Colorado, together with the defendant, by P. B. Godsman, its attorney, and J. A. McDougal, its Superintendent, whereby the said respective parties have agreed that the defendant will stop at the station of Vona its train No. 39 and its train No. 6 on flag signal, and that the said defendant will build a two-pen stockyards, with water facilities, and the plaintiff has agreed in consideration thereof that the said above entitled cause shall be dismissed, and has asked for the dismissal of said cause:

It Is Hereby Ordered by the Commission that the above entitled action be, and the same is, hereby dismissed.

By Order of the Commission:

(SEAL)

A. P. ANDERSON,
S. S. KENDALL,
GEO. T. BRADLEY,
Commissioners.

Dated at Denver, Colorado, June 22, 1914.

BEFORE THE

State Railroad Commission of Colorado

In the Matter of THE COLORADO SPRINGS LIGHT, HEAT AND POWER CO., a Corporation, Complainant, vs. THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, a Corporation, Defendant.	CASE NO. 68.

ORDER.

And now on this day the Commission having received notice from the Plaintiff that the Defendant has agreed to restore to Plaintiff the rate asked for by the Plaintiff herein and also to grant to Plaintiff reparation of the difference in the original rate of twenty-five cents, (25c) per ton and the forty cents, (40c) per ton exacted, and it appearing that the complaint herein is thereby satisfied and the Plaintiff herein having filed its written petition to dismiss the complaint herein:

It Is Ordered that the above entitled action be, and the same is, hereby dismissed.

By Order of the Commission:

A. P. ANDERSON,
S. S. KENDALL,
GEO. T. BRADLEY,
Commissioners.

(SEAL)

Dated at Denver, Colorado, August 5, 1914.

STATE RAILROAD COMMISSION
CASE NO. 72

PUBLIC UTILITIES COMMISSION
CASE NO. 1

BEFORE THE

Public Utilities Commission

OF THE

State of Colorado

J. C. BABCOCK,
Petitioner,
vs.
THE GLOBE EXPRESS COMPANY,
Defendant.

ORDER.

ALLEGED UNREASONABLE EXPRESS RATES ON MILK AND CREAM FROM GREENLAND, COLORADO, TO MANITOU, COLORADO.

Submitted August 14, 1914. *Decided September 12, 1914*

STATEMENT OF CASE.

On July 3rd, 1914, the above named complainant filed a petition before The State Railroad Commission of Colorado and, among other things, alleged:

1. That the petitioner is a resident of Douglas County, Colorado, and is engaged in the dairy business at Greenland, in said County.

2. That the defendant, above named, The Globe Express Company, is a common carrier, engaged in the transportation of express packages between various points in the State of Colorado, particularly between the stations of Greenland in Douglas County and the station at Manitou in El Paso County, Colorado, and, as such common carrier, is subject to the Act to Regulate Common Carriers.

3. That on or about the 3rd day of July, 1914, the said Globe Express Company changed the tariff rates on milk and cream from Greenland to Manitou.

4. That, during the period of a great many years, the express rates between Greenland and Manitou on milk and cream have

been levied, assessed, and charged by the hundred-weight, and that the last rate in effect, prior to July 3rd, was 18 cents per hundred-weight.

5. That the new proposed rate is known as a can rate, and the said rate is fixed for a five gallon can at 15 cents, an eight gallon can at 20 cents, and a ten gallon can at 22 cents, and that no other rate is provided for any other sized can.

6. That complainant is engaged in supplying customers in Manitou with cream and milk in various sized cans, and the minimum charge for hauling the same is on a five gallon can whether containers will hold that amount or not.

7. That such rates are unjust and unfair in that no rate is established for a one, two, three or four gallon can.

8. That the only proper way of making charges for express service on milk and cream is by the hundred-weight.

9. That the act of said defendant in so fixing and adjusting rates is prejudicial and disadvantageous to the complainant in the conduct of his business; and prays for an order to compel said defendant to cease and desist from said violation of the Act to Regulate Common Carriers, and for such other and further order as the Commission may deem necessary in the premises.

By way of answer, the defendant admits allegations one to five inclusive, and denies allegations six to nine inclusive; and by way of further answer alleges:

That the tariffs of July 3rd, 1914, are identical with the rates prescribed by The Interstate Commerce Commission and put into effect by all Express Companies east of Colorado common points. That nowhere in the United States have the Express Companies adopted and put into effect rates on milk and cream in receptacles of other or different capacities than shown by the defendant's tariffs effective July 3rd, 1914. That the defendant has in effect pound rates on milk and cream, which are available to petitioner and that all shipments made under second class or pound rates include delivery at the terminal. That it would be unreasonable and unjust to require defendant to adopt rates not in conformity with the general plan adopted by The Interstate Commerce Commission and to prescribe rates for receptacles for shipments involving other than those now prescribed by its published tariffs. That it would impose upon the defendant unreasonable burdens and hardships and prays to have the complaint dismissed.

FINDINGS OF FACT.

This action was commenced on July 3rd, 1914, under the Railroad Commission Act of 1910. The Public Utilities Act became effective on August 12th, 1914. Section 66 B of said Act reads, in part, as follows:

> "Any investigation, hearing or examination, undertaken, commenced, instituted or prosecuted by The Railroad Commission prior to the taking effect of this Act may be conducted and continued to a final determination in the same manner and with the same effect as if it had been undertaken, commenced, instituted or prosecuted in accordance with the provisions of this Act."

The taking of testimony in this case and final action thereon, therefore, occurred under The Public Utilities Act.

The petitioner in this case conducts a dairy business at or near Greenland, Colorado. His business consists principally in supplying the hotels and restaurants at Colorado Springs and Manitou with milk and cream, shipments being made in cans varying in size from one quart to ten gallons. The distance from Greenland to Colorado Springs and Manitou is 28 and 33 miles respectively. It appears that the volume of business is very small at the beginning of the season and increases with the season until something over one hundred gallons is shipped each day. It appears that for some time prior to July 3rd, 1914, the express charges for hauling milk and cream from Greenland to Manitou was 18 cents per hundred pounds, with a minimum charge of 35 cents on each shipment, under which arrangement the petitioner could ship ten one (1) gallon cans at the same cost as one ten (10) gallon can.

It appears that the defendant published tariffs effective July 3rd, 1914, which provided for the assessment of express charges on milk and cream on the can basis instead of the pound basis, which had formerly been used, making the following charges between Greenland, Colorado Springs, and Manitou:

To Colorado Springs on Milk and Cream—

5 gallon can	15 cents
8 gallon can	19 cents
10 gallon can	21 cents

To Manitou—

5 gallon can	15 cents
8 gallon can	20 cents
10 gallon can	22 cents

These rates did not include delivery at destination.

It appears that in addition to the specified rates as shown above, there is also the second class rate of 45 cents per hundred pounds available to the shipper, which charge includes a delivery by the carrier at destination.

It appears that the petitioner has heretofore availed himself of the specified rate, heretofore mentioned, which necessitated him employing a man at destination to deliver the shipments at a cost to petitioner of ten cents per hundred pounds. The petitioner himself makes no complaint relative to the can rates

as they now exist, on the contrary he admits they are reasonable. His complaint is to abolish the can rate and restore the pound rates as formerly used.

On April 11th, 1914, there was filed with the State Railroad Commission a complaint signed by Harry Croft, et al., representing the Cream and Milk Producers of Cherry Creek Valley, and known as Case No. 66. At the hearing of that case it developed that many discriminations existed in the milk and cream rates of the Express Companies doing business in this state. Some of the rates were so low that it was apparent on their face that they were not remunerative, and many others were so high as to be discriminatory and prohibitive. Many localities could not ship at all and meet competitive conditions. While the case in question was only directed against one company, the Commission realized that the entire situation would have to be remedied and called a conference with all of the Express Officials for this purpose, with the result that the officials of the various Express Companies adopted what is known as the Beatrice Scale of Rates. By the adoption of this scale the discriminations have been eliminated. While there were a few increases, there were a great many decreases in the rates, in many instances as high as thirty and even forty per cent, and all shippers have been placed on an exact equality. This so called Beatrice Scale, which is now in effect, is one which was adopted by The Interstate Commerce Commission and reported in 15 I. C. C. 109. This scale is now used in seventeen different states and seems to be giving entire satisfaction wherever it is used. This scale provides for a minimum haul of twenty-five miles. This Commission modified the scale to the extent of making the minimum haul fifteen miles and a corresponding reduction in the rate. This was done to take care of the short haul business. The only sized receptacles recognized in this scale are five, eight, and ten gallon cans. It provides also that empty cans must be returned free.

The petitioner admits that the present rates on milk and cream in five, eight and ten gallon cans are reasonable. It also appears from the record as well as being admitted by the petitioner that he is the only dairyman in the state who is conducting a business in a similar manner, that is, shipping in small quantities direct to the consumer. There is no doubt that the petitioner will be compelled, under the new rates, to pay more for the transportation of milk and cream in small cans than formerly, although the bulk of his business will not be affected at all.

The Commission feel that uniformity in rates is essential to the welfare and prosperity of those engaged in a similar business and, as stated in the findings of the Commission in case 66, we are inclined at this time to give a thorough trial to these new and uniform rates, as filed with the Commission. An exception made in one case would only invite an exception in another, and the whole fabric of uniformity be destroyed.

For the Above and Foregoing Reasons the prayer of the petitioner is denied, and the complaint dismissed.

By order of the Commission:

A. P. Anderson,
S. S. Kendall,
Geo. T. Bradley,
Commissioners.

(SEAL)

Dated at Denver, Colorado, this 12th day of September, 1914.

State Railroad Commission Case No. 75 | Public Utilities Commission Case No. 2

BEFORE THE

Public Utilities Commission

OF THE

State of Colorado

THE CENTENNIAL SCHOOL SUPPLY COMPANY, a Corporation, Complainant,
vs.
THE COLORADO & SOUTHERN RAILWAY COMPANY, Defendant.

ORDER.

ALLEGED ERRONEOUS APPLICATION OF CLASSIFICATION ON TWO CARS OF SCHOOL DESKS.

Submitted September 23, 1914. *Decided October 13, 1914.*

On July 31, 1914, the above-named complainant filed a petition before the State Railroad Commission of Colorado and, among other things, alleged:

1. That the complainant is a corporation, duly organized and existing under and by virtue of the laws of the State of Colorado.

2. That the defendant is a common carrier engaged in the transportation of property between Denver, Colorado, and La Porte, Colorado, and, as such common carrier, is subject to the provisions of Chapter 57, Session Laws of Colorado for 1910.

3. That, in the course of complainant's business, it caused two shipments to be transported by defendant, said shipments being described as follows:

a. C. & S. Freight Bill No. 2091, November 13, 1913, from La Porte, Colorado, to Denver, Colorado, in C. & S. Car No. 5357, Way Bill No. 121, of November 7, 1913.

b. 13,500 pounds school desks, Prepay Way Bill No. 2387, Prepay Freight Bill No. 2376, September 17, 1913, from Denver, Colorado, to La Porte, Colorado, in C. & S. Car No. 1264.

That defendant demanded, charged, and collected from complainant, as transportation charges upon the first of said shipments, the sum of thirty-six ($36.00) dollars, being at the rate of 15 cents per 100 pounds on 24,000 pounds; and on the second of said shipments the sum of thirty-three and 75/100 ($33.75) dollars, being at the rate of 25 cents per 100 pounds, actual weight.

4. That Item No. 13, page 138, of Western Classification No. 52, provides as follows:

> "13. FURNITURE AND FURNITURE FRAMES, INCLUDING PIANO BENCHES, BUT EXCLUSIVE OF BANK, STORE, SALOON OR OFFICE FURNITURE, in packages or loose, straight or mixed, C. L., min wt 12,000 lbs., subject to RULE 6-B.....3"

That the third-class rate from Denver to La Porte is 20 cents per 100 pounds. And alleges that the correct charges upon the shipments described should be $24 and $27, respectively, and alleges that the defendant has collected on these shipments $18.75 in excess of the legal rate.

5. Alleges that the rates and charges collected, as aforesaid, in so far as the same are in excess of the third-class rates upon the basis of 12,000 pounds minimum, are unjust, unreasonable, excessive, and subject the complainant to undue and unreasonable prejudice and disadvantage, contrary to the provisions of Chapter 5, Session Laws of 1910.

6. That, by reason of the matters hereinabove alleged, the complainant has been damaged in the sum of eighteen and 75/100 ($18.75) dollars; and prays that defendant may be required to promptly answer the charges herein, and, after due hearing and investigation, an order be entered requiring defendant to cease from the aforesaid violation of the laws of the State of Colorado, and that defendant be required to pay to complainant the sum of eighteen and 75/100 ($18.75) dollars, with interest thereon at the rate of 8 per cent per annum; and for such other and further orders as the Commission may deem proper.

The defendant, by way of answer, neither affirms nor denies the allegations set forth in paragraph 1 of the petition.

Admits that it is a common carrier, as alleged in paragraph 2 of said complaint.

Admits that it transported the shipments described in paragraph 3 of said complaint, and that it collected the charges on said shipments.

Answering paragraph 4 of said complaint, the defendant denies that Item No. 13, page 138, of Western Classification No. 52, is the proper item to be applied on the shipments in question. Admits that the third-class rate from Denver to La Porte, Colorado, is 20 cents per 100 pounds. Denies that the correct charges on the shipments referred to in paragraph 3 should have been $24 and $27, respectively. Denies that the defendant has collected from the complainant $18.75, or any other sum, in excess of the legal rate applicable to said shipments. Alleges that the proper classification on the shipments in question is contained in Item No. 22, on page 138, of Western Classification No. 52, which classification was in force at the time said shipments were transported.

Item No. 22 of said classification reads as follows:

"SCHOOL DESKS OR SEATS, PUPILS', IRON OR STEEL AND WOOD COMBINED:

S. U., in boxes or crates, LCL 1
Seats and tops folded, in boxes, crates or wrapped, L.C.L. 2
K. D., or taken apart, in boxes, bundles or crates, L.C.L. 2
In packages named, straight or mixed, C. L., min wt 24,000 lbs., subject to Rule 6-B .....4"

That the second, third, and fourth-class rates, in force between Denver and La Porte, and La Porte and Denver, at the time the shipments in question were transported, are as follows:

Second-class rate .....25 cts. per 100 lbs.
Third-class rate .....20 cts. per 100 lbs.
Fourth-class rate .....15 cts. per 100 lbs.

Denies that the rates and charges collected from the complainant, in so far as the same are in excess of the third-class rate, upon the basis of 12,000 pounds minimum weight, are unjust, unreasonable, excessive, and subject the complainant to undue and unreasonable prejudice and disadvantage.

Denies that, by reason of the matters and things set forth in said complaint, the complainant has been damaged in the sum of eighteen and 75/100 ($18.75) dollars, or in any other amount; and prays that the complaint may be dismissed.

STATEMENT OF CASE.

It appears that the complainant made a shipment of school desks from Denver to La Porte on September 17, 1913, the ship-

ment being billed merely as "School Desks," without any other notation; the actual weight of which was 13,500 pounds, on which the second-class rate of 25 cents per 100 pounds was assessed. The complainant and defendant, however, both admit that the shipment was knocked down and crated.

It also appears that the complainant made a shipment of school desks from La Porte to Denver on November 17, 1913, which was billed as "School Desks, second hand," set up in boxes or crated; billed weight, 24,000 pounds. The testimony, however, shows that the actual weight of this shipment was 9,579 pounds. Charges were assessed at the rate of 15 cents per 100 pounds on a minimum weight of 24,000 pounds.

The two items of the classifications involved in this case are Items Nos. 188 and 182, page 38, Supplement No. 6 to Western Classification No. 51, and Items Nos. 13 and 22, page 138, of Western Classification No. 52. The first shipment moved under the former and the second under the latter classification. However, as these items are identical in both classifications, we will refer, as a matter of convenience, only to Items Nos. 13 and 22 of Classification No. 52.

Item No. 13, page 138, Western Classification No. 52, reads as follows:

> "FURNITURE AND FURNITURE FRAMES, INCLUDING PIANO BENCHES, BUT EXCLUSIVE OF BANK, STORE, SALOON OR OFFICE FURNITURE, in packages or loose, straight or mixed, C.L., min. wt., 12,000 pounds, subject to Rule 6-B.....3"

Item No. 22, page 138, Western Classification No. 52, reads as follows:

> "SCHOOL DESKS OR SEATS, PUPILS', IRON OR STEEL AND WOOD COMBINED:
>
> S. U., in boxes or crates, L.C.L..... 1
> Seats and tops folded, in boxes, crates or wrapped, L.C.L. 2
> K. D., or taken apart, in boxes, bundles or crates, L.C.L. 2
> In packages named, straight or mixed C. L., min. wt., 24,000 lbs., subject to Rule 6-B..... 4"

The issues of this case are confined solely to the proper classification of the two shipments of school desks in question. The Commission is called upon to decide whether these shipments should have been classified under Item No. 13 or No. 22; in other words, whether "school desks and seats" can be classified as "furniture" and shipped as such, in order to obtain a lower minimum with a slightly higher rating. Both of the items above referred to are classified under the general heading "furniture," the first one of which makes a general classification of "furniture," with

certain exceptions; the second makes a specific rating on "school desks," when shipped under certain conditions, such as packing, etc.

The complaint alleges that the third-class rate of 20 cents per 100 pounds should have been assessed on the shipment which moved from Denver to La Porte; or, in other words, it should have been classified as per Item No. 13 of the classification, instead of classifying it under Item No. 22 of the same classification, as was done by defendant. The rule adopted by all common carriers, as well as all regulating commissions, is that, when a specific rating is given to a particular commodity, it removes it from the general class:

> "84. A COMMODITY RATE TAKES THE COMMODITY OUT OF THE CLASSIFICATION.—A carrier having a high class rate on furniture with a low minimum also had a lower commodity rate with a higher minimum. In response to an inquiry whether they are privileged to use either rate as they desire: HELD, that the only purpose of making a commodity rate is to take the commodity out of the classification. The commodity rate is, therefore, as stated in Rule 7, Tariff Circular 15-A, the lawful rate. And if the carrier does not desire to apply it on all shipments it must be canceled. (See also Rule 7 of Tariff Circular 18 A)."
>
> Conference Rulings Bulletin No. 6, I.C.C., pp. 22-23.

So, in this case the testimony shows that the shipment which moved from Denver to La Porte was knocked down and crated, and conformed in every detail with the specific provisions of Item No. 22. We are of the opinion, therefore, that the defendant was justified in classifying this shipment under the provisions of Item No. 22 of the classification. They could have applied no other rating and kept within the bounds of the rule, as set forth above, or with the clear intent of the framers of the classification.

There is, however, a different condition surrounding the shipment which moved from La Porte to Denver. The evidence shows that this shipment was billed as "School Desks," second hand, set up in boxes or crated; billed weight, 24,000 pounds; on which the fourth-class rate of 15 cents per 100 pounds was assessed. As in the case of the other shipment, the complaint alleges that this shipment should have been classified under Item No. 13, instead of Item No. 22; in other words, it should have been billed at a minimum weight of 12,000 pounds, instead of being billed at a minimum weight of 24,000 pounds at the fourth-class rating of 15 cents per 100 pounds. The testimony shows the actual weight of this shipment to have been 9,579 pounds, which is less than the minimum which the complainant alleges should be used.

In determining which classification should be applied in this case, the Commission is bound to place a literal construction upon the classification as we find it.

"In construing classification sheets, the intent of the framers as to the meaning of words used, when it can be ascertained, should be given effect. * * *"

Smith vs. Great Northern Railway Company, 107 N. W., 56.

By placing a literal construction upon the classification, we are unable to apply Item No. 22 to the shipment which moved from La Porte to Denver, as none of the provisions of that item were complied with, in that the commodity was not in packages named. This being true, the only other item which could be applied to this shipment is No. 13, which provides for a minimum of 12,000 pounds at the third-class rate; and we are of the opinion that Item No. 13 should have been applied to this shipment.

We are not called upon, at this time, to pass judgment on the reasonableness or unreasonableness of the classification, except as it affects the shipments in question. There is no doubt that ambiguities exist in the classification in relation to the two items in question. In fact, the testimony of the complainant shows very clearly that different carriers place a different construction upon these two items.

ORDER.

It Is Hereby Ordered that the complaint, in reference to the shipment which moved from Denver to La Porte, under Way Bill No. 2387, Prepay Freight Bill No. 2376, of September 17, 1913, be and the same is hereby dismissed, on account of the classification applied to and the charges assessed against the same being the lawful classification and rates, as shown by the classification and tariffs on file with this Commission.

Further, that the defendant, The Colorado & Southern Railway Company, be and they are hereby ordered and directed to forthwith pay to the complainant, The Centennial School Supply Company, by way of reparation, the sum of $12, being the amount of overcharge which they unlawfully collected from the complainant on the shipment of school desks from La Porte to Denver, shipped in car C. & S. 5357, covered by Way Bill 121 of November 7, 1913, together with interest at the rate of 6 per cent per annum from December 22, 1913, being the date when the same was collected from the complainant.

By order of the Public Utilities Commission of the State of Colorado:

Aaron P. Anderson,
S. S. Kendall,
Geo. T. Bradley,
Commissioners.

(SEAL)

Dated this 13th day of October, 1914, at Denver, Colorado.

BEFORE THE

Public Utilities Commission

OF THE

State of Colorado

IN THE MATTER OF AN INVESTIGATION AND HEARING, ON MOTION OF THE COMMISSION, OF THE CLASS RATES CHARGED FOR EXPRESS MATTER, TRANSPORTED BETWEEN CERTAIN POINTS WITHIN THE STATE OF COLORADO BY THE FOLLOWING COMMON CARRIERS: THE ADAMS EXPRESS COMPANY, THE GLOBE EXPRESS COMPANY, AND WELLS FARGO & COMPANY EXPRESS.	CASE NO. 4.

Submitted November 5, 1914. *Decided November 28, 1914.*

OPINION AND ORDER.

This is an action brought by the Commission, on its own motion, to determine the reasonableness of the class rates as charged by the defendant Express Companies between the cities of Denver, Colorado Springs and Pueblo, and the city of Cripple Creek, all within the State of Colorado.

On Feburary 1st, 1914, the block and sub-block method of computing express rates, as adopted by the Interstate Commerce Commission, became effective on all interstate traffic within the United States. By this system the United States was divided into five general zones. For the purpose of fixing a standard of computing rates, a slightly different scale of rates was adopted in each zone. The third and fourth zones, the only two in which the Commission is interested, are separated by the one hundred and fifth meridian, which results in about one-half of the state being located in the third zone and the other half in the fourth zone. The cities of Denver, Colorado Springs, and Pueblo are located in the third zone, and the city of Cripple Creek is located in the fourth zone, thus resulting in an inter-zone haul on all shipments involved in this inquiry. Under this system of rates

the United States is also divided into a system of blocks, which are practically uniform in size all over the country, being divided by latitudinal and longitudinal lines and containing approximately thirty-five hundred square miles. These blocks are in turn subdivided into sixteen different parts, which parts are designated as sub-blocks.

This system of computing rates is a radical departure from any other system heretofore used, and provides in general for two classes of express matter, first class covering articles of a general nature and is substituted for what was formerly designated as merchandise rates, and second class, which were formerly designated as general special rates, and, with certain exceptions, apply to articles of food and drink. Generally speaking the second class rates are seventy-five per cent. of the first class rates.

For the purpose of uniformity and a desire on the part of the express officials throughout the country to obviate the necessity of carrying two sets of tariffs, inter- and intra-state, each radically different from the other, conferences were held with practically all of the state commissions with a view of establishing one set of tariffs for all purposes. On January 9th, 1914, a conference was held at Denver between the various express officials and representatives of the states of New Mexico, Arizona, Colorado, and Idaho, at which conference it was unanimously agreed by the representatives of all interested states to recommend the adoption of the modified principle of computing express rates. In explanation of the modified principle, it might be well to state that the original plan of the Interstate Commerce Commission provided for a minimum charge of 70 cents per hundred pounds on all shipments moving from one to four sub-blocks in zone three, and a minimum charge of $1.05 per hundred pounds on all shipments moving from one to four sub-blocks in zone four. The modified plan, as adopted by this and other state commissions, provided for a minimum charge per hundred pounds of 55, 60, 65 and 70 cents for a one, two, three and four sub-block haul respectively in the third zone, and a minimum charge of 60, 75, 90 and $1.05 per hundred pounds for a one, two, three and four sub-block haul respectively in the fourth zone.

Under this agreement the Express Companies filed their tariffs, to become effective April 1st, 1914, with the understanding that on all shipments moving between the two zones the lower zone rate would be applied. After the tariffs were filed it was discovered that a great many rates were not in accord with this agreement; many rates were found to be excessive and prohibitive, and, in every case of the inter-zone haul, the higher zone rate had been used.

At the Denver conference, held on January 9th, in reply to the question: "What is the attitude of the Express Companies with reference to shipments moving between the third and fourth zones?" Mr. Stockton, General Counsel of Wells Fargo & Com-

pany Express, speaking for all the express companies, replied "They get the benefit of the third zone terminals, in fact they take the same rate as the third rate system. We take the same rate both ways. They take the lowest zone."

On the filing of the aforementioned tariffs, the Commission immediately checked the same and, finding so many inconsistencies and in many cases a radical departure from the system and general scheme, took the matter up with the Express Companies by correspondence, which was followed by several conferences, resulting in the Commission recommending a new scale of sub-block rates to be used in Colorado. It developed that, owing to the peculiar conditions existing in this state, it would be impracticable to hold strictly to the theory of the block and sub-block scheme of rates. Then, in order to harmonize the situation, the Commission recommended many arbitrary rates, especially on shipments moving between two zones. Most of our recommendations were accepted by the express officials. Among other suggestions, we recommended the establishment of the following rates:

Between Colorado Springs and Cripple Creek, Rate Scale No. 8, or 90c per hundred lbs., first class;

Between Denver and Cripple Creek, Rate Scale No. 14, or $1.20 per hundred lbs., first class;

Between Pueblo and Cripple Creek, Rate Scale No. 11, or $1.05 per hundred lbs., first class.

These recommendations, however, were not accepted by the Express Companies, and they published in lieu thereof the following scale of rates:

Between Colorado Springs and Cripple Creek, Rate Scale No. 16 or $1.30 per hundred lbs., first class;

Between Denver and Cripple Creek, Rate Scale No. 21 or $1.55 per hundred lbs., first class;

Between Pueblo and Cripple Creek, Rate Scale No. 16 or $1.30 per hundred lbs., first class.

At the time these negotiations were carried on the Commission was acting under the Railroad Act of 1910 and could do nothing more than suggest. We had no authority under that Act to fix a rate or suspend a tariff, except after formal complaint and hearing thereon.

The testimony in this case shows that the distance from Denver to Cripple Creek is one hundred and twenty-eight miles. There are two routes west of Colorado Springs. Via one line there is a four sub-block haul in zone three and a two sub-block haul in zone four; via the other route there is a five sub-block haul in zone three and one sub-block haul in zone four. The distance from Colorado Springs to Cripple Creek is fifty-four miles,

or a two sub-block haul in zone three and a one sub-block haul in zone four via one route, and a one sub-block haul in zone three and a two sub-block haul in zone four via the other route. The distance from Pueblo to Cripple Creek is ninety-nine miles, being a four sub-block haul in zone three and a two sub-block haul in zone four via one route, and a five sub-block haul in zone three and a one sub-block haul in zone four via the other route.

Under this system of computing rates, we have a right to use the shortest mileage, which would result in each of these instances of making the short haul in zone four. There are also two ways of computing rates under this system; one on the mileage basis and the other on the sub-block basis. If the mileage basis is used on the third zone basis, the following rates are obtained:

Between Denver and Cripple Creek, $1.15 per hundred pounds first class;

Between Colorado Springs and Cripple Creek, 90c per hundred pounds first class; and

Between Pueblo and Cripple Creek, 90c per hundred pounds first class.

Figuring these rates on the sub-block basis, based on third zone rates, the following rates would be obtained:

Between Denver and Cripple Creek, 90c per hundred pounds, first class;

Between Colorado Springs and Cripple Creek, 65c per hundred pounds, first class; and

Between Pueblo and Cripple Creek, 90c per hundred pounds, first class.

The Commission feels that the evidence in this case fully justifies the belief that the present rates, as charged by defendants between the points in controversy, are unjust and unreasonable, and it so finds. However, conceding the fact that part of each of the hauls in question are in the fourth zone, a mountainous district, we do not feel that it would be fair to the defendants or be of any material benefit to the shipper to use either of the third zone bases of rates, as set forth above. In order to harmonize the situation other rates should be substituted. The following table of express rates were submitted as evidence and are used for comparative purposes.

"Between	And	Mileage	Scale	Present Rate
Silverton	Durango	45	8	90
Cripple Creek	Colorado Springs	54	16	1.30
Denver	Silver Plume	54	11	1.05
Denver	Balleys	55	8	90
Canon City	Salida	55	11	1.05
Ouray	Telluride	55	11	1.05
Leadville	Eagle	57	16	1.30

"Between	And	Mileage	Present Scale	Present Rate
Walsenburg	Blanca	57	13	1.15
Montrose	Grand Jct.	72	16	1.30
Cripple Creek	Pueblo	99	16	1.30
Colorado Springs	Forks Creek	103	13	1.15
Cripple Creek	Buena Vista	104	16	1.30
Silverton	Pagosa Jnct.	107	16	1.30
Cripple Creek	Denver	128	21	1.55
Colorado Springs	Silver Plume	128	13	1.15
Colorado Springs	Baileys	129	14	1.20
Cripple Creek	Canon City	141	16	1.30
Cripple Creek	Baileys	183	21	1.55
Cripple Creek	Trinidad	192	21	1.55."

The Commission feels that its former recommendations respecting the rates in controversy are fair, just and reasonable, and are inclined to adhere to them. An order will, therefore, be entered to that effect.

ORDER.

It is hereby ordered that the defendants, and each of them, to-wit: The Adams Express Company, The Globe Express Company, and Wells Fargo & Company Express, be, and they are hereby, ordered to cease and desist from demanding, charging or collecting the present class rates on express matter between the city of Denver and the city of Cripple Creek, between the city of Colorado Springs and the city of Cripple Creek, and between the city of Pueblo and the city of Cripple Creek, said rates and scale numbers being set forth in detail as follows, to-wit:

Between Denver and Cripple Creek, Rate Scale No. 21, or
$1.55 per hundred pounds first class,
$1.17 per hundred pounds second class;

Between Colorado Springs and Cripple Creek, Rate Scale No. 16, or $1.30 per hundred pounds first class,
.98 per hundred pounds second class;

Between Pueblo and Cripple Creek, rate scale No. 16, or
$1.30 per hundred pounds first class
.98 per hundred pounds second class,

all of which scale numbers and rates appear in their official classification No. 22, effective February 1st, 1914, and tariffs Nos. C. R. C. 48, 54 and 55, effective September 1st, 1914, and filed with this Commission by F. G. Airy, Agent; and publish, charge, collect and file with this commission tariffs in lieu thereof, as follows, to-wit:

Between Denver and Cripple Creek, Rate Scale No. 14, or
$1.20 per hundred pounds first class,
.90 cents per hundred pounds second class;

Between Colorado Springs and Cripple Creek, Rate Scale No.
8, or .90 cents per hundred pounds first class,
.68 cents per hundred pounds second class;

Between Pueblo and Cripple Creek, Rate Scale No. 11, or
$1.05 per hundred pounds first class,
.79 cents per hundred pounds second class.

The rate scales as used in this order are published in official classification No. 22, which classification has been filed with this Commission by F. G. Airy, Agent for defendants herein. This order effective December 20th, 1914.

THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO:

(SEAL)

A. P. ANDERSON,
SHERIDAN S. KENDALL,
GEORGE T. BRADLEY,
Commissioners.

Dated at Denver, Colorado, this 28th day of November, 1914.

STATE RAILROAD COMMISSION
CASES NOS. 73 AND 74

PUBLIC UTILITIES COMMISSION
CASE NO. 6

BEFORE THE

Public Utilities Commission

OF THE

State of Colorado

THE CONSUMERS' LEAGUE OF COLORADO, A CORPORATION,
Complainant,
vs.
THE COLORADO & SOUTHERN RAILWAY COMPANY; CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY; UNION PACIFIC RAILROAD COMPANY; THE DENVER & SALT LAKE RAILROAD COMPANY; THE DENVER & RIO GRANDE RAILROAD COMPANY; THE DENVER & INTER-MOUNTAIN RAILROAD COMPANY,
Defendants.
AND
THE CONSUMERS' LEAGUE OF COLORADO, A CORPORATION,
Complainant,
vs.
THE COLORADO & SOUTHERN RAILWAY COMPANY; CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, AND UNION PACIFIC RAILROAD COMPANY,
Defendants.

ORDER.

Submitted October 13, 1914 *Decided November 6, 1914*

STATEMENT OF CASE

On July 3, 1914, the complainant filed its complaints herein, as above stated, and, among other things, the following is alleged:

1. That defendants are, and each of them is, a common carrier; that defendants, The Colorado & Southern Railway Company, Chicago, Burlington & Quincy Railroad Company, and Union Pacific Railroad Company, are common carriers engaged in the transportation of lignite coal from the coal fields located in Boulder and Weld Counties, Colorado (being the coal fields generally known as and hereinafter referred to as the "Northern Fields"), to Denver; that each of the defendants operates railway terminals in the City and County of Denver, and each of said defendants transports and delivers lignite coal from said Northern Fields over and upon the said terminals operated respectively by it; that, as such common carriers and in respect to such traffic, defendants are, and each of them is, subject to the provisions of Chapter 5 of the Session Laws of Colorado for 1910.

2. That the defendants, The Colorado & Southern Railway Company, Chicago, Burlington & Quincy Railroad Company, and Union Pacific Railroad Company, have each recently published tariffs effective July 1, 1914, said tariffs being, respectively, numbered Supplement No. 11 to C. R. C. No. 261, Supplement No. 29 to C. R. C. No. 33, and Tariff C. R. C. No. 51. That in and by said tariffs each of said defendants has published and established rates of 75, 70, and 60 cents per ton for the transportation of lump, mine-run, and slack lignite coal, respectively, in carload lots from said Northern Fields to Denver, including delivery upon the Denver terminals of any of the defendants other than the defendant upon whose line the traffic originated.

3. Complainant alleges that the aforesaid rates of 75, 70, and 60 cents for the transportation described in paragraph Third hereof are, and each of them is, unjust, unreasonable, excessive, and subject the citizens, residents, and consumers of Denver, and the city of Denver, and the traffic thereof, and the lignite coal traffic of said Northern Fields, to undue and unreasonable prejudice and disadvantage, in violation of the provisions of sections 3 and 5 of Chapter 5 of the Session Laws of Colorado for 1910. And further in this regard complainant alleges that a just and reasonable rate for the transportation of all grades of said lignite coal in carload lots from said Northern Fields to Denver, including a delivery to one of the other defendants herein upon the interchange track with such other defendant, is and would be 40 cents per ton, and that any rate in excess of said rate of 40 cents per ton therefor would be unjust, unreasonable, and excessive. And complainant further alleges that defendant, The Colorado & Southern Railway Company, is, and for several years last past has been, transporting all grades of said lignite coal in carload lots from the mines in said Northern Coal Fields located upon the line of said Colorado & Southern road to Denver, and delivering the same to the interchange track between it and the Rock Island road, for 40 cents per ton. And complainant further alleges that a maximum rate of $3 per car is a reasonable, just, and compensatory rate for defendants and each of them to charge for the switching service involved in delivering a carload of said lignite coal to any

public track, spur, private siding, or industry track upon its terminal, after said car has been delivered to it by one of the other defendants herein.

4. That defendant, The Colorado & Southern Railway Company, published and issued its tariff Supplement No. 11 to C. R. C. No. 261; and defendant, Chicago, Burlington & Quincy Railroad Company, issued its tariff Supplement No. 29 to C. R. C. No. 33; and defendant, Union Pacific Railroad Company, issued its Tariff C. R. C. No. 51; all of said tariffs being made effective July 1, 1914; that each defendant in its aforesaid tariff published rates of 55, 50, and 45 cents per ton for the transportation of lump, mine-run, and slack lignite coal, respectively, in carload lots from the mines in said Northern Colorado Coal Fields to Denver, when billed direct from said mines for delivery at the public team tracks in Denver of the defendant upon whose line the coal originated, and, when so delivered, and in and by said tariffs, defendants, and each of them, have published rates of 75, 70, and 60 cents per ton on lump, mine-run, and slack coal, respectively, in carload lots, when transported from said mines in said Northern Colorado Coal Fields and delivered in Denver upon the spurs, private sidings, and industry tracks of the carrier upon whose line the coal originated.

5. Complainant further alleges that the establishment by defendants of higher rates for delivery of the aforesaid lignite coal to the spurs, private sidings, and industry tracks of the carrier upon whose line the traffic originated than are charged for delivery to the public team tracks of the carrier upon whose line the traffic originated constitutes an undue and unreasonable prejudice and disadvantage against those persons, firms, or corporations receiving their coal at said spurs, private sidings, or industry tracks, in violation of the provisions of section 5 of Chapter 5 of the Session Laws of Colorado for 1910.

6. And complainant prays that an order be entered fixing and determining just and reasonable rates to be observed by defendants, The Colorado & Southern Railway Company, Chicago, Burlington & Quincy Railroad Company, and Union Pacific Railroad Company, and each of them, for the transportation of lignite coal in carload lots from the said Northern Fields to Denver, including a delivery to its interchange track with any of the other defendants; and a further order fixing and determining just and reasonable rates to be observed by each and all of the defendants as maximum rates for the switching and delivering of a carload of said lignite coal to any public track, spur, private siding, or industry track included in its Denver terminal after such car of coal has been delivered to it by one of the other defendants herein; and for such other and further order or orders as the Commission may deem necessary in the premises.

The material allegations of the answers filed herein are:

1. The defendant, Chicago, Burlington & Quincy Railroad Company, alleges:

(a) It admits that the defendants are, and each of them is, a common carrier, and that defendants, The Colorado & Southern Railway Company, Chicago, Burlington & Quincy Railroad Company, and Union Pacific Railroad Company, are common carriers engaged in the transportation of lignite coal from the coal fields located in Boulder and Weld Counties, Colorado, known as the Northern Coal Fields, into Denver.

Defendant admits that it has certain railway terminals in the City and County of Denver, and that it transports and delivers lignite coal from northern Colorado over and upon said terminals operated by it, and that it is subject to the provisions of Chapter 5 of the Session Laws of Colorado for 1910.

(b) Defendant denies each and every allegation of said petition, except as hereinbefore specifically admitted.

2. The defendant, Union Pacific Railroad Company, alleges:

(a) Admits that the defendants, The Colorado & Southern Railway Company, Chicago, Burlington & Quincy Railroad Company, and Union Pacific Railroad Company, have each recently published tariffs effective July 1, 1914; said tariffs being, respectively, numbered Supplement No. 11 to C. R. C. No. 261, Supplement No. 29 to C. R. C. No. 33, and Tariff C. R. C. No. 51, as alleged in paragraph Third of the petition. Denies that in and by said tariffs each of said defendants has published and established rates of 75, 70, and 60 cents per ton for the transportation of lump, mine-run, and slack lignite coal, respectively, in carload lots from the Northern Fields to Denver, including delivery upon the Denver terminals to any of the defendants other than the defendant upon whose line the traffic originated, as alleged in said paragraph Third of the petition.

3. The defendant, The Denver & Rio Grande Railroad Company, alleges:

(a) Admits that it is a common carrier, and that it operates railway terminals in the City and County of Denver, but denies that it transports and delivers lignite coal from the so-called Northern Colorado Coal Fields of the State of Colorado, but admits that it delivers such coal received from its connections within the corporate limits of the City and County of Denver to consignees at points of delivery upon its said terminals; and further admits that it is subject to the provisions of Chapter 5 of the Session Laws of the State of Colorado for the year 1910, in respect to matters within the jurisdiction of the State Railroad Commission of the State of Colorado.

(b) Denies that a maximum rate of three dollars ($3) per car is in all cases either a reasonable, just, or compensatory rate for the switching service performed by it in connection with the transportation of the traffic involved in said petition.

(c) And further this defendant respectfully shows that its established switching charges effective within the limits of the City and County of Denver on the traffic which is made the subject of the complainant's petition herein are the same as its switching

charges on other traffic within the limits of the City and County of Denver, both interstate and intrastate, and that such switching charges are the same within the limits of the City and County of Denver as within the limits of its terminals located elsewhere in the States of Colorado, New Mexico, and Utah, and that such rates are uniform with the rates of other carriers elsewhere in the United States; and that any reduction in this defendant's switching charges within the limits of the City and County of Denver would instantly result in discrimination against the shippers and receivers of interstate traffic within the limits of the City and County of Denver and at other terminals in said named states; and that it is beyond the jurisdiction and power of the State Railroad Commission of the State of Colorado to reduce this defendant's switching charges, as prayed for in the petition herein, and thus create such discrimination as aforesaid, and that jurisdiction over said matter is exclusive in the Interstate Commerce Commission.

4. The defendant, The Colorado & Southern Railway Company, alleges:

(a) Admits that the defendants are, and each of them is, a common carrier, and that defendants, The Colorado & Southern Railway Company, Chicago, Burlington & Quincy Railroad Company, and Union Pacific Railroad Company, are common carriers engaged in the transportation of lignite coal from the coal fields located in Boulder and Weld Counties, Colorado, known as the Northern Coal Fields, into Denver.

Defendant admits that it has certain railway terminals in the City and County of Denver, and that it transports and delivers lignite coal from northern Colorado over and upon said terminals operated by it, and that it is subject to the provisions of Chapter 5 of the Session Laws of Colorado for 1910.

(b) Defendant denies each and every allegation of said petition, except as hereinbefore specifically admitted.

5. The defendant, The Denver & Salt Lake Railroad Company, alleges:

(a) That it operates the railroad tracks, terminals, and other property of The Northwestern Terminal Railway Company, by virtue of an agreement with said Terminal Company to the effect that said The Denver & Salt Lake Railroad Company shall collect switching charges upon freight and traffic delivered to it east of Utah Junction and to points west of Utah Junction, and also on all freight and traffic originating at Utah Junction or points west of Utah Junction, and destined to points east of Utah Junction, in the name and for the account of said The Northwestern Terminal Railway Company, to be applied upon and for the payment of the fixed charges of said Terminal Company, and the taxes upon and maintenance and renewal of said terminals and property, which said earnings are guaranteed by The Denver & Salt Lake Railroad Company to be sufficient to provide therefor.

(b) That any interference with said charges for the use of said terminals would leave said Terminal Company with a large investment and bond issue, with no means whatever with which to meet said charges and obligations.

6. The defendant, The Denver and Inter-Mountain Railroad Company, alleges:

(a) That, as to the allegations contained in paragraph First of said petition, this defendant states that it has not and cannot obtain sufficient knowledge or information upon which to base a belief, and therefore denies the same.

(b) Admits that the defendants, The Colorado & Southern Railway Company, Chicago, Burlington & Quincy Railroad Company, and Union Pacific Railroad Company, have each recently published tariffs effective July 1, 1914, said tariffs being, respectively, numbered Supplement No. 11 to C. R. C. No. 261, Supplement No. 29 to C. R. C. No. 33, and Tariff C. R. C. No. 51, as alleged in paragraph Third of said petition.

The appearances on behalf of complainant and defendants were:

Carle Whitehead and Albert L. Vogl, attorneys for complainant.

E. E. Whitted, T. R. Woodrow, and T. M. Stuart, attorneys for The Colorado & Southern Railway Company.

Chester M. Dawes, Chicago, Burlington & Quincy Railroad Company.

E. N. Clark and Frederick Wild, Jr., The Denver & Rio Grande Railroad Company.

C. C. Dorsey and E. I. Thayer, Union Pacific Railroad Company.

H. S. Robertson and E. I. Thayer, The Denver & Inter-Mountain Railroad Company.

Tyson S. Dines and Tyson Dines, Jr., The Denver & Salt Lake Railroad Company.

FINDINGS OF FACT.

Before commencing taking testimony in the two above-entitled cases, it was agreed by all the interested parties thereto that the two cases involved practically one question and that said two cases should be consolidated. The Commission thereupon ordered the two cases consolidated, and there will be but one opinion herein.

On December 6, 1909, complainant filed with the then State Railroad Commission its petition against The Colorado & Southern Railway Company, and Chicago, Burlington & Quincy Railroad Company and Union Pacific Railroad Company were made parties defendant therein by intervention. This case was known as Case No. 22. The Garwood case was also decided by this Com-

mission in January, 1913. In these cases the same rates were involved as are involved in the present cases. On April 4, 1910, the Commission made and entered its order in Case No. 22. From this order the defendant and intervenors appealed to the District Court of the City and County of Denver. On May 21, 1910, the defendant and intervenors filed a motion to dismiss the case, which was granted. The case was thereafter taken to the Supreme Court upon writ of error, where the above-mentioned judgment of this court was reversed, and the case was remanded for further proceedings to the District Court of the City and County of Denver, where a judgment was rendered in favor of the complainant on October 28, 1912. However, said decree was again vacated and a new trial granted. A second trial was then had in the District Court of the City and County of Denver, and on the 2d day of May, 1914, Judge Perry, sitting in said court, rendered his opinion and decree therein. In said decree the said District Court of the City and County of Denver held, in substance, that, where a shipment was delivered to any point on the line, or to any industry track on the line, of the carrier on which the said shipment originated, the rates fixed by the Commission in that case of 55, 50, and 45 cents were not unreasonable. But the court further held that, where a shipment originated on the line of one carrier and was brought to Denver on that line, and was switched to an industry located on a connecting or foreign line, an additional switching charge might be added to the said rates of 55, 50, and 45 cents; the prevailing switching charge in the city of Denver being 20 cents per ton. Thus, by the said decision of the District Court of the City and County of Denver, the carriers were allowed to charge different prices for transportation of coal. They then immediately proceeded to file their tariffs with this Commission. Where the haul involved a carriage from the mines to any team track in the City and County of Denver, a rate of 55, 50, and 45 cents was charged; where the haul involved a carriage of a shipment of coal from the mines to the City of Denver, and was switched to any industry on any line of defendant carriers, in addition to the 55, 50, and 45 cents, a 20-cent switching charge was added.

The District Court, in rendering its decision aforesaid, says in part:

> "Every charge for transportation comprehends compensation for initial terminal services, for haulage services and for final terminal services. In fixing a rate, all incidental terminal services, that is to say all terminal services which appertain to the traffic as a whole, must be considered and the rate must include and must be understood to include these incidental terminal services. In fixing a rate, neither the carrier nor the commission has the right to consider any extra terminal services, that is to say terminal services which do not appertain to the traffic as a whole but which are to be rendered in connection with certain

parts of the traffic only and as occasion may from time to time require. Neither the carrier nor the commission may fix a rate which will include these extra terminal services. A rate fixed, either by the carrier or commission, is understood to mean simply for the haulage services, including the incidental and excluding the extra terminal services.

The carriers were under no obligation to deliver this coal except on their own tracks respectively. If the coal, after reaching Denver, had to be transferred to the track of a second carrier, the shipper or consignee could be obliged to pay for this transfer either directly to the second carrier or to reimburse the first carrier for making or paying for the transfer; or, in railroad parlance, 'For absorbing the switching.'

In fixing the rates in this case, the commission simply determined what would be a reasonable charge for the line haul, including of course charges for incidental terminal services, and there is nothing in the order set out in paragraph 3, *supra,* nor in the law which prevented the carriers from making special charges for storage, reconsignments, absorbed switching and other extra terminal services and that the carriers understood that this is the meaning of the statute and that there was nothing in the order of the commission to the contrary, is proven by the fact, that they have subsequently made special schedules covering some of the extra terminal services above mentioned. It was practically conceded at the trial, that the rates fixed by the commission would be reasonable if they did not preclude the carriers from collecting for those extra terminal services. After deducting from the old rates of 80, 70 and 60 and the average rate of 70 cents per ton respectively, the commission rates of 55, 50 and 45, and the commission's average rate of 50 cents per ton respectively the remainders are 25, 20, 15 and 20 respectively which practically represent the unlawful charge for 'absorbed switching' alone.

Item 4 is based upon the erroneous assumption that the carriers may not by proper special schedules charge 20 cents if reasonable for all switching actually absorbed in addition to the average rate of 50 cents which the commission has fixed as the charge for the line haul and incidental terminal services."

The present action was brought by petitioner to establish a flat rate for the entire haul and a charge for switching. It was admitted by all parties, both plaintiff and defendant, that it would be to the best interests of the mine operator, the common carrier, and the dealer that one through route and one through rate be established by this Commission. It was also admitted by the attorneys herein, both plaintiff and defendant, that the Commission had the legal authority to establish such a through route and through rate, if, in their judgment, it was best to do so.

The present action is based upon the new tariffs recently filed with this Commission, following Judge Perry's decision permitting a switching charge to be added to the line-haul rates of 55, 50, and 45 cents per ton on lump, mine-run, and slack coal.

In the judgment of the Commission, if it would be permitted that two rates might be in effect at one time from the Northern Fields to the different industries in the city of Denver, the natural result of this manner of fixing rates would be a discrimination between the mines situated in the Northern Fields. If the defendant, The Colorado & Southern Railway Company, were to ship a car of coal from a coal mine located on its line in the Northern Fields to any industry located on any industrial track on any of its spurs in the city of Denver, according to Judge Perry's decision, as far as the Commission interprets the same, the legal rate would be 55 cents on lump, 50 cents on mine-run, and 45 cents on slack. If the same mine shipped a carload of coal from its mine located on the said Colorado & Southern Railway in the Northern Coal Fields to Denver, and thence switched to an industry located on The Denver & Rio Grande Railroad Company's tracks, or on the tracks of any other foreign carrier, according to Judge Perry's decision, a reasonable switching charge might be added thereto, and at the present time the uniform switching charge in the city of Denver is 20 cents. This would compel the mine operator to sell his coal to this industry located on the Denver & Rio Grande at a price 20 cents higher, in order to take care of the switching charge; or, if the industry paid the freight, it would cost the industry 20 cents more to get its coal from a foreign line than from a mine situated on the same line on which it is located. On the other hand, a coal-dealer, having his coal yards on the Colorado & Southern tracks, if the present switching rate were to obtain, could buy his coal from a mine situated upon the same line 20 cents cheaper than he could if he were to buy his coal from a mine located on a different line of railroad. It was the judgment of all the attorneys for both petitioner and defendant, at the hearing in this case, that, as the rates from the Northern Coal Fields into the city of Denver are at the present time blanketed—that is, the same rate is charged from any mine located on any line of road in the Northern Coal Fields into the city of Denver—if there is good reason for the said blanketing of this rate from the different mines in the Northern Fields, there is as good reason that the rates from the Northern Fields to any industry situated within the limits of the city of Denver should also be blanketed; that, if there is good reason why the rates should be blanketed on one end, they should be blanketed on the other end. In other words, it was agreed by all of the attorneys concerned in this hearing that, if the rates could be so made by this Commission legally, there should be but one rate from any mine located on any line of railroad in the Northern Fields to any industry or plant situated on the spurs of any of defendant's lines of railroad involved in this hearing. This would involve a through rate, whose integral parts would be composed of the line haul, together

with all incidental switching or switching charge pertaining to the line haul.

The Commission, at the time of the hearing, admitted the evidence introduced in the former hearing herein in the District Court of the City and County of Denver in regard to the reasonable value of the switching service, and also admitted evidence and statistics in regard to the reasonable value of the line haul, within the State of Colorado.

As we have heretofore stated, it is the opinion of the Commission that it would be better for all parties concerned if a blanket rate from all points in the Northern Fields to all industries in the city of Denver were fixed.

The Commission has heretofore, in what is known as the Consumers' League case, No. 22, and the Garwood case, No. 34, gone so fully into the integral parts which go to make up the total cost of the line haul, together with the cost of switching, and all incidental costs pertaining to either of them, that it is not its intention, in this case, to set out these statistics, the Commission rather choosing to refer to these figures as set out in these former cases. If, then, it is the desire of all parties concerned herein, as well as of the Commission, that a blanket rate be fixed as aforesaid, the question arises: In what manner can this be done in justice to all concerned?

In the case entitled "In re Investigation of the Switching Rates of The Chicago, Milwaukee & St. Paul Railway Company at Milwaukee," decided April 9, 1914, the Railroad Commission of Wisconsin—one of the best authorities on rate regulation in the land—says:

> "An elaborate analysis has been made of the elements entering into the cost of the service and an additional study has been made of the economic conditions existing in the district under consideration. These two factors have been borne in mind in determining a rate which, although it will not render the class of business in question as profitable to the carrier as its regular line-haul business, will nevertheless increase the profitableness of the former to the extent to which economic conditions allow an increase. While in determining what is a reasonable rate for a given service the Commission seeks to isolate all the costs, both direct and indirect, yet in applying the various elements of reasonableness to a given rate the Commission must again view the service in connection with the manifold other services that a transportation agency renders. Accordingly the rate should not materially change the competitive conditions under which the industries affected exist. While there should be no difference at present between the charge made for a haul of ten miles and that for one of five miles, it must not be inferred that this Commission believes such a situation will or should generally continue.

> It is evident that the question of available transportation facilities—and by facilities both service and rates are meant—has been a large factor in the past in the establishment of industries at points which are not naturally well adapted for them. The ability of such industries to compete successfully with competitors nearer markets or raw materials is dependent, therefore, upon the continuance of rates and services which offset disadvantages of location. On the other hand, rates that attempt to place different districts more or less fortunately situated upon an equal basis tend to work an economic loss to the community. But rates of this kind have been in existence for a long time and must not be quickly changed. It is hoped that adjustments may be worked out so that this class of patrons will ultimately pay rates commensurate with the costs of performing the service, and that these changes may be reached in such a way as to have little effect upon the competitive relations of these patrons."

The Commission then proceeds to average the cost of terminal switching, the lower cost of movement being added to the higher cost of movement, and the average taken as a guide, as a reasonable charge for switching within the Milwaukee terminals.

The following statistics and tabulation have been compiled from the testimony offered herein:

COLORADO & SOUTHERN.

Statistics for Entire System.

	1910	1911	1912	1913	Av. per Year
Total operating revenues per mile freight and passenger (Ann. Rep., p. 93, Item 21)	$7,866.05	$7,486.31	$7,287.34	$7,954.81	$7,648.63
Total operating expenses per mile, including freight and passenger (Ann. Rep., p. 93, Item 24)	5,274.89	5,006.94	5,032.46	5,590.26	5,226.14
Net operating revenues per mile (Ann. Rep., p. 93, Item 27)	$2,591.16	$2,479.37	$2,254.88	$2,364.55	$2,422.49
Ratio of operating expenses to operating revenues (Ann. Rep., p. 65)	67.06%	66.88%	69.06%	70.27%	.....
Total freight revenues per mile of road for all kinds of freight for entire system (Ann. Rep., p. 93, Item 18)	$6,174.11	$5,763.27	$5,583.76	$6,215.70	$5,935.46
Average density of all kinds of freight traffic for entire system, in tons (Ann. Rep., p. 93, Item 17)	663,213	633,072	623,925	676,307	649,129
Average receipts per ton per mile of all kinds of traffic for entire system (Ann. Rep., p. 93, Item 17)	Mills 9.31	Mills 9.11	Mills 8.95	Mills 9.19	Mills 9.14

Total mileage, 1913, 1,131.18, of which 881.44 is in Colorado.

COLORADO & SOUTHERN DENVER TERMINAL ACCOUNT.

Operating Expenses.

	1911	1912	1913	1914	
Maintenance of ways	$106,408.34	$120,918.19	$108,377.47	$118,222.65	
Maintenance of equipment	113,905.44	97,512.35	105,754.08	92,406.41	
Transportation	414,306.87	421,803.56	413,867.40	446,118.19	
General expense	22,675.09	23,093.18	23,199.55	24,662.55	
Hire of equipment	49,324.16	42,062.90	42,132.20	42,993.38	
	$706,619.90	$705,390.18	$693,330.68	$724,403.18	

Average per year, $707,436.01.

	1911	1912	1913	1914	Av. per Year
Number of cars handled in terminal	240,599	230,551	230,108	211,351	228,152
Equals operating expense per car	$ 2.94	$ 3.06	$3.02	$3.42	$3.11
Terminal revenue received for switching for other lines	142,555.67	157,862.02	....	....	....

Reproduction of entire main line and terminal tracks of Colorado & Southern (Cowan) $1,747,761.00

Deductions:

Coach yards devoted to passenger service	$47,731.00	
Vegetable platform (fols. 1316-1317)	147.97	
Vegetable platform (fol. 1316)	160.00	
Automobile (fol. 1316)	420.00	
Traveling crane (fol. 1316)	474.60	
Coach yard air-line connection (fol. 1317)	2,172.64	
Coach yard water-line connection (fol. 1317)	4,000.00	
Machinery platform (fol. 1317)	960.00	
Vegetable platform (fol. 1317)	1,500.00	
Freight-house (fol. 1317)	56,410.70	
Office building in coach yard (fol. 1317)	9,000.00	
		122,976.91
		$1,624,784.09

McMurray's real-estate value	5,341,539.00
	$6,966,323.09
Disallowed by Judge Perry	289,065.25
	$6,677,257.84
6% interest on $6,700,000.00	$ 402,000.00
Total operating expense of terminals	707,436.01
	$1,109,436.01
Average per car	$4.86
Average per ton	0.157

COLORADO & SOUTHERN.

Statistics of Coal Traffic.

Tonnage.

	1910	1911	1912	1913	Av. per Year
Lump	138,941	138,304	149,353	127,827	
Mine-run	10,335	23,832	43,160	93,351	
Slack	128,781	161,097	155,619	114,335	
Total	278,057	323,233	358,132	335,513	323,734

Revenue on Above Coal at Commission's Rates.

	1910	1911	1912	1913	Av. per Year
Total	$139,536.50	$160,476.85	$178,752.70	$168,431.10	$161,799.29
Average per ton, in cents	50.18	49.64	49.91	50.20	49.98
Actual revenue	$195,655.90	$223,983.80	$250,065.80	$236,208.30	.....
Average per ton, in cents	70.36	69.29	69.99	70.90	70.13

	1910	1911	1912	1913	Av. per Year
Amount paid to other companies for switching	$15,418.81	$24,026.18	$25,867.38	$24,025.00	$22,334.34

Average line haul mileage to coal fields, 22 miles.

Switching Expense at Mines.

	1910	1911	1912	1913	Av. per Year
Total tonnage of coal handled in Northern Fields by C. & S. Ry.	505,523	578,513	641,069	.....	574,702

Wages of switching crew, $21.232 per day, or per year of 310 days, $6,581.92.

Conductor	$5.35
Engineer	5.20
Brakeman	3.746
Brakeman	3.746
Fireman	3.19
	21.232

Average, 1.15 cents per ton.

UNION PACIFIC.

Statistics for Colorado Only.

Total operating revenue per mile, freight and passenger (Ann. Rep., p. 93a, Item 21)	$11,172.32	$9,582.73	$8,388.21	$9,011.95	$9,538.80
Total operating expenses per mile, freight and passenger (Ann. Rep., p. 93, Item 27)	7,224.31	6,266.02	5,983.97	6,020.06	6,373.59
Net operating revenue per mile (Ann. Rept., p. 93, Item 27)	$3,948.01	$3,316.71	$2,404.24	$2,991.89	$3,165.21
Ratio of operating expenses to operating revenues (Ann. Rep., p. 65)	64.66%	65.39%	71.34%	66.80%	.....
Total freight revenue per mile for all kinds of freight (Ann. Rept., p. 93a, Item 18)	$6,946.50	$5,851.82	$5,164.43	$5,712.92	$5,918.92
Average density of total freight traffic, in tons (Ann. Rept., p. 93a, Item 13)	631,821	569,797	536,519	606,647	586,196
	Mills	Mills	Mills	Mills	Mills
Average receipts per ton per mile for all kinds of traffic (Ann. Rept., p. 93a, Item 17)	10.99	10.27	9.63	9.42	10.08
Average receipts per ton per mile for all kinds of traffic for entire system (Ann. Rept., p. 93a, Item 17)	10.11	9.78	9.39	9.27	9.64

UNION PACIFIC.

Statistics of Coal Traffic.

Tonnage.

	1910	1911	1912	1913	Av. per Year
Lump	54,496	104,013	127,164	124,610	
Mine-run	42,661	105,406	40,647	11,092	
Slack	54,755	75,920	81,210	84,998	
Total	151,912	285,339	249,021	220,700	228,743

Revenue on Above Coal at Commission's Rates.

	1910	1911	1912	1913	Av. per Year
Total	$75,943.05	$144,074.15	$126,808.00	$112,330.60	$114,788.95
Average per ton, in cents	49.9	50.4	50.9	50.89	50.52

	1910	1911	1912	1913	Av. per Year
Actual revenue	$106,090.01	$202,763.14	$178,904.93	$158,540.61	$161,574.67
Average per ton, in cents	69.8	70.7	71.8	71.8	71
Amount paid to other companies for switching	Not given.				

Average line haul mileage to coal fields, 26.9 miles.

BURLINGTON.

Statistics for Colorado Only.

	1910	1911	1912	1913	Av. per Year
Total operating revenue per mile, freight and passenger (Ann. Rep., p. 93a, Item 21)	$10,516.09	$9,616.03	$8,883.13	$9,175.25	$9,547.62
Total operating expenses per mile, freight and passenger (Ann. Rep., p. 93a, Item 24)	6,320.54	5,753.07	5,402.91	5,589.91	5,766.39
Net operating revenue per mile (Ann. Rep., p. 93a, Item 27)	$4,195.55	$3,862.96	$3,480.22	$3,586.19	$3,781.23
Ratio of operating expenses to operating revenues (Ann. Rep., p. 65)	60.10%	59.83%	60.82%	60.91%	.....
Total freight revenue per mile of all kinds of freight (Ann. Rep., p. 93a, Item 18)	$6,498.61	$6,147.86	$5,820.33	$4,999.92	$6,116.68
Average density of total freight traffic, in tons (Ann. Rep., p. 93a, Item 13)	728,119	691,159	703,191	735,699	714,542
	Mills	Mills	Mills	Mills	Mills
Average receipts per ton per mile on all kinds of traffic (Ann. Rep., p. 93a, Item 17)	8.82	8.89	8.82	8.15	8.67
Average receipts per ton per mile on all kinds of traffic for entire system (Ann. Rep., p. 93, Item 17).	7.83	8.16	7.52	7.29	7.72

BURLINGTON.

Statistics of Lyons Branch.

Length of branch, 48.2.

	1910	1911	1912	Av. per Year
Total revenue of all freight and passenger traffic, per mile	$5,731.32	$4,951.65	$4,640.93	$5,107.97
Total operating expenses of all freight and passenger traffic, per mile	.....	4,443.47	4,321.81	4,382.64
Total freight revenue for Lyons branch, per mile	2,221.30	1,983.46	1,824.61	2,009.79
Tons of freight per mile of road (density)	290,240	166,991	154,772	204,001
Cost of switching crew at mines	$2,973.22	$5,429.88	$4,164.38	$4,189.16
Total number of tons of coal handled at mines	298,889	391,119	427,676	372,561

An average of 372,561 tons, at an average cost of $4,189.16, equals 1.12 per ton.

Total number of tons of commercial coal handled	222,457	253,425	213,474	.....
Number of tons of company coal handled	76,432	137,694	214,202	.....

BURLINGTON—DENVER TERMINALS.

(Year ending June 30, 1914.)

Freight expenses, without taxes	$244,410		
Number of freight cars handled	162,048		
Average per car (32 tons)		$1.50	
Average per ton of coal			4.75 cents
Repairs, renewals, and depreciation average, $137 per car per annum.			
Average time in Denver terminals, 5 days.			
Equivalent to, per car		$1.87	
Average per ton of coal			5.84 cents
Interest on value of car $800.00, for five days at 6%, is 65.7 cents.			
Average per ton of coal	2.05		
Interest on investment in terminals, total value	$8,512,452***		
at 6% is	510,747		
Total loaded freight cars and passenger coaches	203,771		
Average interest on terminal investment per car		$2.50	
Equivalent to, per ton of coal			7.8 cents
Total terminal expense per ton			20.44 cents
Mileage of terminal tracks (not including Market St. track)			37.83

Denver Revenue:

June 30	$ 4,052.00	car service.
	18,039.96	storage
	78.75	weighing and unloading revenue switching

***$688,409.90 of this is under lease to industries.

BURLINGTON.

Coal Statistics.

Tonnage

	1910	1911	1912	1913	Av. per Year
Lump	45,779	51,846	43,271	30,817	
Mine-run	16,171	53,139	23,724	21,397	
Slack	43,258	48,106	38,520	24,261	
Total	105,208	153,091	105,515	76,475	110,072
Revenue on above at Commission's rates	$52,709.28	$76,545.50	$52,863.36	$38,565.30	$55,170.86
Or in cents per ton	50.01	50.0	50.01	50.44	50.11
Actual revenue collected	$73,896.33	$105,537.60	$74,336.00	$54,188.90	$76,989.71
Amount paid out of above for foreign switching	14,669.14	23,074.58	15,444.13	10,295.95	15,870.95
Average receipts after deducting amount paid for foreign switching, in cents	56.2	55.1	55.8	75.3	

Average distance of coal fields to Denver, 24 miles.

In what is known as Case No. 22 the Commission took occasion to refer to the case of The Northern Coal & Coke Company vs. The Colorado & Southern Railway Company, 16 I. C. C., page 373. The Commission, in discussing the line haul—which is the same line haul as is involved in this present hearing—said:

> "In the opinion of the Commission the local rate of 80 cents per ton on Lignite coal from Louisville to Denver was applied on through traffic to Chicago, Rock Island & Pacific points, as referred to, is unjust and unreasonable. The charge covers a haul of twenty miles as part of a through haul of several hundred miles on coal of an inferior grade. Defendant admits that the same is too high and expresses the willingness to republish a proportional rate of 50 cents net ton for that part of the haul from Louisville to Denver to apply on through traffic to Rock Island points.
>
> We think even this rate would be UNREASONABLE FOR THAT SERVICE, and that joint rates should be established by defendants to apply on through traffic from Louisville to the various points reached by the line of the Chicago, Rock Island & Pacific in Kansas, Nebraska, Missouri, Iowa and Oklahoma, which shall in no case exceed the rate in effect via C. R. I. & P. from Denver and Roswell by more than 40 cents per net ton. The through rate may be so apportioned between the Colorado & Southern and the Rock Island Companies on any basis of division which those carriers may deem proper."

We note that the Commission says: "We think even this rate would be UNREASONABLE FOR THAT SERVICE." For what service? The service in question was the service of the carriage of coal from the Northern Coal Fields to the city of Denver. The Commission goes on then to say that joint rates should be established by the defendant to apply on through traffic, which shall in no case exceed the rate in effect by way of the Chicago, Rock Island & Pacific from Denver and Roswell by more than 40 cents per net ton. It is plain to the minds of the Commission that the Interstate Commerce Commission considered the value of the haul from the Northern Coal Fields to Denver to be not to exceed 40 cents per ton.

Judge Perry, in reviewing the Consumers' League case in the District Court of the City and County of Denver, in his decision, after elaborate figuring, finds a reasonable cost of switching in the Denver terminals to be 15.16 cents per ton. Later on, at the latter end of paragraph 34, the judge says: "Item 4 is based upon the erroneous assumption that the carriers may not by proper special schedules charge 20 cents if reasonable for all switching actually absorbed." The judge does not, in any part of his decision, decide what figure should be fixed as a reasonable charge per ton for switching.

The Commission believes that it has the legal right to fix one through rate and one through route as a reasonable charge for the transportation of coal from the Northern Coal Fields to the city of Denver. The Commission feels that this rate should be blanketed on both ends. It feels that it is to the best interests of the operators, the carriers, the dealers, and the consumers.

The Interstate Commerce Commission in the Northern Coal & Coke Company case, above referred to, says that 40 cents would be a reasonable price for that haul. That haul contemplated the carriage of coal to the city of Denver, and evidently did not include switching, at least did not include switching to a connecting or foreign carrier, which Judge Perry says may be made the subject of an additional charge. If we take 40 cents as a reasonable average charge, the rates on slack, mine-run, and lump coal should be 35, 40, and 45 cents for the different grades of coal; this not including switching to a foreign carrier. As the Commission has stated before, if 55 cents is used as a basis for the haul to the city of Denver, and a 20-cent additional switching charge is added where it is delivered to a connecting or foreign carrier, this would make the price on lump coal 75 cents per ton. This, we think, is too high. We also believe that there should not be two rates in effect in the city of Denver for hauling coal from points in the Northern Coal Fields to the different industries in the city of Denver.

While, in the case above referred to, the Wisconsin State Railroad Commission fixes 1 cent per hundred, or 20 cents per ton, as a reasonable charge for switching within the switching limits of the city of Milwaukee, which said city is not unlike the city of Denver as to territory and population, the Commission is not inclined, at this time, to say that 20 cents per ton would be a reasonable switching charge.

The Commission believes, and so finds, that for the entire haul from any mine situated on any of the lines of defendants in the Northern Coal Fields to the city of Denver, and including a switching charge to connecting or foreign carriers, the rates of 65 cents on lump, 60 cents on mine-run, and 55 cents on slack would be a reasonable charge; this charge to include the line haul as well as switching charges necessarily involved in spotting cars on industries within the limits of the city of Denver, and including delivery to connecting or foreign carriers.

The Commission has reached this conclusion after long and laborious work in endeavoring to reconcile the opinion of Judge Perry with the previous opinions of this Commission. We believe it would be disastrous to the mines, the carriers, and the dealers, if two charges were permitted to exist at one and the same time.

The Commission, at this time, does not intend to say what division of this charge shall be made in cases where the haul involves switching to a foreign carrier. It will leave the division of this charge to be agreed upon between the carriers themselves. If it should appear that the carriers are unable to arrive at a

definite conclusion as to how this charge should be divided, the Commission can then, in another hearing, apportion this charge between the carriers.

ORDER.

It is hereby ordered by the Commission that there be, and is hereby, established a through and joint route for the carrying of coal involved in this action, which route shall include the carriage of coal from any point or mine in the territory that is now known as the Northern Coal Fields into the city of Denver, and including the spotting of cars on any industry on any line of defendants herein within the limits of the city of Denver, including switching and delivery to a third carrier.

It is further ordered that the defendants, The Colorado & Southern Railway Company, Chicago, Burlington & Quincy Railroad Company, Union Pacific Railroad Company, The Denver & Salt Lake Railroad Company, The Denver & Rio Grande Railroad Company, and The Denver & Inter-Mountain Railroad Company, be, and they hereby are, severally notified to cease and desist on or before the 30th day of November, A. D. 1914, and thereafter abstain from demanding, charging, collecting, or receiving for the transportation of lump, mine-run, and slack coal from mines on defendants' lines in and around Louisville, Lafayette, Marshall, Erie, and Dacona-Frederick districts in the Counties of Boulder and Weld, and what is known as the Northern Coal Fields, to Denver, in the State of Colorado, including the switching and spotting of cars on the different industries within the limits of the city of Denver, their present rates of 75 cents per ton on lump carloads, 70 cents per ton on mine-run carloads, and 60 cents per ton on slack carloads, and publish and charge, on or before the 30th day of November, 1914, and collect and receive for the transportation of coal from any of said mines to Denver, including the switching and spotting of said cars on any industry track or spur of any of defendants herein, within the limits of the city of Denver, a rate not exceeding 65 cents per ton carloads on lump coal, and not exceeding 60 cents per ton carloads on mine-run coal, and not exceeding 55 cents per ton carloads on slack coal. The said defendants are hereby authorized to make said rates effective upon three days' notice to the public and to the Commission.

By order of the Commission:

[SEAL]

A. P. Anderson,
S. S. Kendall,
George T. Bradley,
Commissioners.

Dated this 6th day of November, 1914, at Denver, Colorado.

Part V
Informal Complaints

INFORMAL COMPLAINTS AND THEIR DISPOSITION

(Complaints Nos. 304, 322 and 335 were pending on the date of Third Report of the State Railroad Commission, January 1st, 1913.)

No. 304. Mrs. H. J. Young v. Chicago, Burlington & Quincy Railroad Company. Claim for loss of coal. Formal complaint required. None filed. Closed. (Holyoke.)

No. 322. Salina Produce Company v. The Missouri Pacific Railway Company. Demurrage on car of corn at Sugar City. Interstate shipment. No jurisdiction. Closed. (Sugar City.)

No. 335. Fry & McGill Motor Supply Company v. The Denver & Rio Grande Railroad Company. Rate on motorcycles Denver to Baldwin. Claim adjusted. Closed.

No. 336. The Atchison, Topeka and Santa Fe Railway Company v. Anderson Brothers. Undercharge of $42.59 on carload alfalfa meal from Fowler to Denver. Recommendation made to absorb undercharge equally. Closed.

No. 338. J. T. Moore v. The Atchison, Topeka & Santa Fe Railway Company. Redemption of passenger fare San Diego, Calif., to Denver. Interstate. No jurisdiction. Closed.

No. 340. Mrs. Bertha Esser v. The Colorado & Southern Railway Company. Overcharge household goods Cripple Creek to Denver. Dismissed. Closed.

No. 341. City of Canon City v. The Florence & Cripple Creek Railroad Company. For resumption of service between Canon City and Cripple Creek. Transferred to formal complaint No. 52.

No. 342. A. B. MacPhail v. Union Pacific Railroad Company. Rate on tents and fixtures Clifton to Greeley. Satisfied. Closed.

No. 343. M. Schaetzel v. The Colorado & Southern Railway Company. Mileage detachments between Como and Breckenridge. Formal complaint required. None filed. Closed.

No. 344. Bear Creek Valley Grange v. The Colorado & Southern Railway Company. Passenger fares between Morrison and Denver. Formal complaint required. None filed. Closed.

No. 345. Jack Winkler v. Union Pacific Railroad Company. Rate, also loss and damage, on household goods from Duluth, Minn., to Denver. Interstate. No jurisdiction. Closed.

No. 346. Mrs. E. Wiley v. The Denver & Rio Grande Railroad Company. Redemption of unused portion of mileage book. Explanation made. Closed.

No. 347. T. F. McAllister v. The Denver & Rio Grande Railroad Company. Damages by burning of hay. No jurisdiction. Closed. (Doyleville.)

No. 348. C. A. Deyarman v. The Colorado & Southern Railway Company. Abandonment of Gunnison Branch. Formal complaint required. None filed. Closed.

No. 349. C. W. Durbin v. The Denver & Rio Grande Railroad Company. Rate on empty beer bottles Del Norte to Alamosa. Refund made. Closed.

No. 350. C. W. Durbin v. The Colorado & Southern Railway Company. Rates on tallow from Greeley to Denver and from Idaho Springs to Denver. Formal Complaint required. None filed. Closed.

No. 351. James Duce; also R. D. George v. The Denver & Interurban Railroad Company. Overcrowding cars between Denver and Boulder. Complaint satisfied. Closed.

No. 352. J. M. Olguin v. The Denver & Rio Grande Railroad Company. Class rates from Walsenburg to Garland. Application of distance rates made. Closed.

No. 353. Automatic Spillway & Tube Company v. The Denver & Rio Grande Railroad Company. Rates on less carload machinery Durango to Denver. Complaint not founded. Closed.

No. 355. Yoxall, Citizens of, v. Union Pacific Railroad Company. Petition to move siding. Granted. Closed. (Yoxall.)

No. 356. W. G. Ramsey v. The Atchison, Topeka & Santa Fe Railway Company. Delay in unloading freight at Timpas. Satisfied. Closed. (Timpas.)

No. 357. Interstate Service Company v. The Denver & Rio Grande Railroad Company. Distance rates from Walsenburg to Alamosa. Refund made. Closed.

No. 358. Napoleon Mercer v. The Denver & Rio Grande Railroad Company. Rate on cement from Concrete to Westcliffe. Refund made. Closed.

No. 359. Whitehead & Vogl v. The Denver & Rio Grande Railroad Company and The Colorado & Southern Railway Company. Switching charges on cement at Denver. Formal complaint required. None filed. Closed.

No. 360. Board of County Commissioners of Kiowa County v. The Missouri Pacific Railway Company. Train service at Eads. Complaint satisfied. Closed. (Eads.)

No. 361. T. J. Work & Sons v. Chicago, Burlington & Quincy Railroad Company. Overcharge on car of wheat Platner to Denver. Refund of $8.68 made. Closed.

No. 362. Holyoke, Town of, v. Chicago, Burlington & Quincy Railroad Company. Petition for extension of line from Imperial, Nebr., to Holyoke. No jurisdiction. Closed. (Holyoke.)

No. 363. E. R. Young v. Express Co. Express rates on milk. Insufficient information. Closed. (Victor.)

No. 364. Thomas J. Tynan, Warden of the State Penitentiary v. Railroad Companies. Request for party fares for movements of companies of convicts. Formal complaint required. None filed. Closed.

No. 367. McCarthy & Crandall v. The Atchison, Topeka & Santa Fe Railway Company. Rate cast-iron pipe Denver to Colorado Springs. Refund made. Closed.

No. 370. T. J. Work & Sons v. Chicago, Burlington & Quincy Railroad Company. Claim for loss of wheat. Formal complaint required. None filed. Closed.

No. 372. George W. Vallery, Receiver of The Colorado Midland Railway Company, v. The Sigel-Campion Livestock Commission Company. Undercharge of $45.10 on carload of cattle from Denver to Rifle. Billed as one car from Denver. Loaded into two cars after feeding at Hartsel. Charges on second car not sustained, but feeding charges at Hartsel found properly chargeable to defendant. Closed.

No. 373. C. W. Durbin v. The Atchison, Topeka & Santa Fe Railway Company. Overcharge on less carload shipments of marble and granite from Denver to Granada, from La Junta to Denver, and from Pueblo to Lamar. Seeking protection of Denver-Kansas City rate of 35 cents at the foregoing intermediate points. Formal complaint required. None filed. Closed.

No. 374. C. W. Durbin v. Union Pacific Railroad Company. Overcharge on less carload shipment of marble from Denver to Julesburg. Refund made. Closed.

No. 375. C. W. Durbin v. The Denver & Rio Grande Railroad Company. Overcharge on cast-iron pipe Denver to Colorado Springs. Refund made. Closed.

No. 376. C. W. Durbin v. The Colorado & Southern Railway Company. Overcharge on cast-iron pipe and fittings Denver to Colorado Springs. Seeking wrought-iron rate. Refund made. Closed.

No. 377. C. W. Durbin v. The Colorado & Southern Railway Company. Overcharge on cast-iron pipe Walsenburg to Ludlow. Refund made. Closed.

No. 378. Dr. A. E. Greene v. The Colorado & Southern Railway Company. Personal effects Harrisburg, Ill., to La Salle. Interstate. No jurisdiction. Closed.

No. 380. H. L. Ford v. Chicago, Burlington & Quincy Railroad Company. Petition for siding between Haxtun and Fleming. Transferred to formal complaint No. 60.

No. 381. J. J. Quinn v. Globe Express Company. Express rate on ore Ouray to Denver. Correct rate applied. Closed.

No. 382. Mrs. J. F. Pearcy v. The Missouri Pacific Railway Company. Injuries and damage therefor. No jurisdiction. Closed.

No. 383. C. W. Durbin v. The Denver & Rio Grande Railroad Company. Overcharge rate on log wagon wheels, Pagosa Springs and Sunetha to Durango. Correct rate applied. Closed.

No. 385. C. W. Durbin v. The Denver & Rio Grande Railroad Company. Overcharge on Cotton piece goods Denver to Ft. Garland. Refund made. Closed.

No. 386. Morton P. Wickham v. Chicago, Burlington & Quincy Railroad Company. Train service at Pinneo. Formal complaint required. None filed. Closed. (Pinneo.)

No. 387. J. E. Forsythe v. The Denver & Rio Grande Railroad Company. Overcharge household goods from British Columbia to Glenwood Springs. Interstate. No jurisdiction. Closed.

No. 388. J. P. Outcalt v. The Denver & Rio Grande Railroad Company. Overcharge of storage charges on hay-press from Lincoln, Nebr., to Gunnison. Interstate. No jurisdiction. Closed.

No. 389. Mrs. Annie Gardner v. The Chicago, Rock Island & Pacific Railway Company. Damages sought for cattle killed. No jurisdiction. Closed. (Calhan.)

No. 390. J. C. Vanderbeck, Trustee for Town of Paonia v. Electric Light Plant of Paonia. Discrimination in lighting charges. No jurisdiction. Closed.

No. 391. T. C. Davis v. The Denver & Rio Grande Railroad Company. Train service at Graneros. Dismissed. (Graneros.)

No. 392. H. D. Cochran v. The Atchison, Topeka & Santa Fe Railway Company. Damage for cattle killed. No jurisdiction. Closed. (Timpas.)

No. 393. R. G. Howse v. The Colorado & Southern Railway Company. Overcharge in passenger fare Denver to Estes Park. Correct fare assessed. Closed.

No. 397. The Routt County Fuel Company v. The Denver & Salt Lake Railroad Company. Overcharge mine supplies Denver to Oak Creek. Refund made. Closed.

No. 398. The Garfield Coal Mining Company v. The Rio Grande Junction Railway Company. Petition for coal spur one and one-half mile west of Palisade. Complaint satisfied. Closed.

No. 399. C. W. Durbin v. The Denver & Rio Grande Railroad Company. Overcharge on motorcycles Denver to Montrose. Refund made. Closed.

No. 400. C. W. Durbin v. The Chicago, Rock Island & Pacific Railway Company. Overcharge on granite Denver to Burlington. Refund made. Closed.

No. 401. C. W. Durbin v. The Denver & Rio Grande Railroad Company. Overcharge on cement Concrete to Westcliffe. Denied. Closed.

No. 402. Merrell-Soule Co., v. The Denver & Rio Grande Railroad Company. Classification of Powdered Milk in tin lined boxes. Fourth class rating made. Closed.

No. 404. The Continental Junk House v. The Denver & Intermountain Railroad Company. Demurrage on carload of junk. Free time determined. Closed.

No. 406. Produce Reporter Company v. The Denver & Rio Grande Railroad Company and The Colorado & Southern Railway Company. Overcharge on carload of apples Bell Creek to Aguilar. Refund made. Closed.

No. 407. Charles L. Sauer v. The Colorado & Southern Railway Company. Operation of locomotives without cinder catchers. No jurisdiction. Closed.

No. 408. Charles L. Sauer v. The Colorado & Southern Railway Company. Rates for commutation fares. Transferred to formal complaint No. 62.

No. 409. Arriba, Town of, v. The Chicago, Rock Island & Pacific Railway Company. Train service. Satisfied. Closed. (Arriba.)

No. 410. S. A. Johnson v. The Chicago, Rock Island & Pacific Railway Company and Union Pacific Railroad Company. Coal rates Wyoming fields to Arriba and Flagler. Interstate. No jurisdiction. Closed.

No. 411. F. R. Carpenter v. The Denver & Salt Lake Railroad Company. Complaint against depot site at Hayden. Withdrawn. Closed. (Hayden.)

No. 412. C. W. Durbin v. The Colorado & Southern Railway Company. Overcharge on iron pipe Denver to Falcon. Refund made. Closed.

No. 413. C. W. Durbin v. The Denver & Rio Grande Railroad Company. Overcharge on cement Concrete to Westcliffe. Refund made. Closed.

No. 414. C. W. Durbin v. The Denver & Rio Grande Railroad Company. Overcharge various shipments of less carload potatoes. Refund made. Closed.

No. 415. Philip Zimmerman v. Chicago, Burlington & Quincy Railroad Company. Overcharge on horses Holyoke to Chariton, Iowa. Interstate. No jurisdiction. Closed.

No. 416. The Snodgrass Food Company v. The Denver & Rio Grande Railroad Company. Overcharge on potatoes Monte Vista to Ludlow. Formal complaint required. None filed. Closed.

No. 417. C. W. Durbin v. The Denver & Rio Grande Railroad Company. Overcharge on cattle Durango to Silverton. Refund made. Closed.

No. 419. The Colorado Fuel & Iron Company v. The Atchison, Topeka & Santa Fe Railway Company and The Colorado & Southern Railway Company. Overcharge household goods Berwind to Canon City account misrouting by carrier's agent. Refund made. Closed.

No. 420. Sterling Lumber & Investment Company v. Union Pacific Railroad Company. Overcharge on lumber Denver to Sterling. Refund denied. Closed.

No. 421. W. S. Ramey v. The Florence & Cripple Creek Railroad Company. Overcharge round-trip ticket Colorado Springs to Cripple Creek. Refund made. Closed.

No. 422. The United States Portland Cement Company v. The Denver & Rio Grande Railroad Company and Chicago, Burlington & Quincy Railroad Company. Overcharge cement Concrete to Haxtun. Refund made. Closed.

No. 425. Taylor Mercantile Company v. The Atchison, Topeka & Santa Fe Railway Company. Inadequate facilities. Denied. Closed. (Avondale.)

No. 426. Dr. Frank N. Cochems v. The Denver & Rio Grande Railroad Company. Discrimination with respect to The Denver & Rio Grande Employes Relief Association. Pending. (Salida.)

No. 427. Carl Bailey v. The Missouri Pacific Railway Company. Overcharge on cotton oil cake Cooper, Texas to Towner, Colo., Interstate. No jurisdiction. Closed.

No. 429. The Hillrose Milling & Mercantile Company v. Chicago, Burlington & Quincy Railroad Company. Overcharge on coal Lafayette to Hillrose. Refund made. Closed.

No. 432. Thomas Cook v. The Denver & Rio Grande Railroad Company. Overcharge on coal Trinidad to El Moro. Refund made. Closed.

No. 433. Holyoke, Town of, v. Chicago, Burlington & Quincy Railroad Company. Excessive rates on coal Northern Colorado mines to Holyoke. Reasonable rates established. Closed.

No. 434. Harry Croft et al v. Adams Express Company. Excessive rates on milk Melvin to Denver. Transferred to formal complaint No. 66.

No. 435. E. H. Haynes v. The Chicago, Rock Island & Pacific Railway Company. Inadequate facilities. Transferred to formal complaint No. 67. (Vona.)

No. 436. C. W. Durbin v. The Denver & Rio Grande Railroad Company. Overcharge on grain Walsenburg to Garland. Refund made. Closed.

No. 438. I. L. Izkowitch v. The Denver & Rio Grande Railroad Company. Overcharge fare Browns Canon to Denver. Formal complaint required. None filed. Closed.

No. 439. A. E. Wilkins v. F. A. Miller, Receiver of Laramie, Hahn's Peak & Pacific Railway Company. Inadequate train service. Conditions improved. Closed. (Walden.)

No. 440. The Colorado Portland Cement Company v. Chicago, Burlington & Quincy Railroad Company. Overcharge on cement Portland to stations on C. B. & Q. R. R. Refund made. Closed.

No. 441. The Colorado Portland Cement Company v. The Atchison, Topeka & Santa Fe Railway Company and Chicago, Burlington & Quincy Railroad Company. Overcharge on cement from Portland to stations on C. B. & Q. R. R. Refund made. Closed.

No. 442. Cherokee Commission Company v. The Atchison, Topeka & Santa Fe Railway Company. Request for storing-in-transit privilege on hay. Formal complaint required. None filed. Closed. (Bristol.)

No. 443. John B. Outcalt v. The Denver & Rio Grande Railroad Company. Overcharge on coal Baldwin to Hay Spur. Refund made. Closed.

No. 444. Citizens of Brandon v. The Missouri Pacific Railway Company. Petition for agent at Brandon. Agent installed. Closed.

No. 445. J. D. Pilcher v. The Denver & Rio Grande Railroad Company. Overcharge on coal Walsenburg to Alamosa. Formal complaint required. None filed. Closed.

No. 447. L. A. Ewing and R. M. Davis v. The Denver, Boulder & Western Railway Company. Inadequate service. Transferred to formal complaint No. 64.

No. 448. J. M. Terry v. The Colorado & Southern Railway Company. Excessive minimum weight on grain Denver to Jefferson. Formal complaint required. None filed. Closed.

No. 449. Wayne C. Williams v. The Denver & Northwestern Railway Company. Overcrowding cars. Complaint satisfied. Closed.

No. 450. Charles P. Dyhstra v. The Denver & Rio Grande Railroad Company. Damages for horse killed. No jurisdiction. Closed.

No. 451. F. J. S. Mielly v. The Denver & Rio Grande Railroad Company. Overcharge on household goods Gunnison to Rock Creek, Kansas. Interstate. No jurisdiction. Closed.

No. 452. Howard A. Scholle v. The Denver & Rio Grande Railroad Company. Personal damages. No jurisdiction. Closed.

No. 453. Foster Lumber Company v. The Colorado & Southern Railway Company, The Denver & Rio Grande Railroad Company and Union Pacific Railroad Company. Excessive rates on coal Southern Colorado mines to Platteville. Complaint satisfied. Closed.

No. 454. H. D. Cochran v. The Atchison, Topeka & Santa Fe Railway Company. Overcharge on cattle Fort Worth, Texas, to Timpas. Interstate. No jurisdiction. Closed.

No. 457. Elgin Hand Laundry v. Globe Express Company. Overcharge on laundry Denver to Colorado Springs. Refund made. Closed.

No. 458. The Buckhorn Plaster Company v. The Colorado & Southern Railway Company. Excessive rates on wall plaster Wilds Spur to Denver. Formal complaint required. None filed. Closed.

No. 459. South Park Ranchmen's Protective Association v. The Colorado & Southern Railway Company. Excessive rates on hay South Park points to Denver. Transferred to formal complaint No. 70.

No. 460. The Mary Murphy Gold Mining Company v. The Colorado & Southern Railway Company and The Denver & Rio Grande Railroad Company. Excessive minimum weight on grinding pebbles Granite to Romley and Buena Vista to Romley. Formal complaint required. None filed. Closed.

No. 461. John C. Salisbury v. The Colorado & Southern Railway Company. Excessive minimum weight on hay Pueblo to Amarillo. Interstate. No jurisdiction. Closed.

No. 462. W. P. Smith v. The Denver & Rio Grande Railroad Company. Damages to household goods Delta to Oregon City, Oregon. Interstate. No jurisdiction. Closed.

No. 463. The Morey Mercantile Company v. The Atchison, Topeka & Santa Fe Railway Company. Complaint against rule of carrier prohibiting system cars to leave rails of its own line. Denied. Closed.

No. 466. The Rocky Ford Melon Grower's Association v. The Atchison, Topeka & Santa Fe Railway Company. Delay in delivering cars for melon loading. Satisfied. Closed. (Rocky Ford.)

No. 467. Greeley Commercial Club v. Union Pacific Railroad Company. Switching conditions at Greeley. Formal complaint required. None filed. Closed. (Greeley.)

No. 469. W. C. Mayhorn v. The Denver & Interurban Railroad Company. Passenger fare increase. Formal complaint required. None filed. Closed.

No. 470. Hildenbrandt & Son v. Chicago, Burlington & Quincy Railroad Company. Petition for agent at Hygiene. Denied. Closed. (Hygiene.)

No. 471. Charles Wallbrecht v. The Colorado & Southern Railway Company. Dangerous condition of spur track from South Platte to Night Hawk at road crossing. Satisfied. Closed.

No. 472. The Portland Gold Mining Company v. The Florence & Cripple Creek Railroad Company. Complaint against demurrage assessed by bunching of cars in Cripple Creek District. Satisfied. Closed

No. 477. C. C. Isely Lumber Company v. The Chicago, Rock Island & Pacific Railway Company. Petition for depot at Simla. Formal complaint required. None filed. Closed. (Simla.)

No. 478. Dr. W. J. Cleveland v. The Great Northern Railway Company. Loss household goods Havre, Mont., to Rocky Ford. Interstate. No jurisdiction. Closed.

No. 481. Antonio J. N. Valdez v. The Denver & Rio Grande Railroad Company. Inadequate service. Denied. Closed. (Antonito.)

No. 484. Town of Littleton v. The Atchison, Topeka & Santa Fe Railway Company and The Denver & Rio Grande Railroad Company. Excessive rate on coal Denver to Littleton. Formal complaint required. None filed. Closed.

No. 485. B. S. Knapp v. The Chicago, Milwaukee & Saint Paul Railway Company. Delay to cattle Elgin, Ill. to Las Animas. Interstate. No jurisdiction. Closed.

No. 486. L. E. Smith v. The Denver & Rio Grande Railroad Company. Overcharge on calf Dotsero to Pando. Refund made. Closed.

No. 487. The National Fuel Company v. The Colorado & Southern Railway Company and Union Pacific Railroad Company. Overcharge on coal, Marshall to Sandown. Refund made. Closed.

No. 488. The Valley Produce Company v. The Atchison, Topeka & Santa Fe Railway Company. Request for stopping-in-transit privilege. Dismissed. Closed. (Florence.)

Informal complaints filed subsequent to August 12, 1914 are numbered under Public Utility Commission numbers.

No. 1. Carr Mutual Telephone Company v. Union Pacific Railroad Company. Petition for permission to cross Union Pacific Railroad tracks at Dover. Granted. Closed. (Dover.)

No. 2. C. E. Fisher v. Union Pacific Railroad Company. Petition for depot at Atwood. Pending.

No. 3. S. T. Hathaway v. The Colorado & Southern Railway Company. Petition for passenger service between Loveland and Arkins. Formal complaint required. None filed. Closed.

No. 4. South Canon Coal Company v. The Colorado Midland Railway Company. Overcharge on coal South Canon to New Castle. Refund made. Closed.

No. 5. Citizens of Paoli v. Chicago, Burlington & Quincy Railroad Company. Petition for stockyards. Pending. (Paoli).

No. 6. W. B. Chockley v. Globe Express Company. Overcharge on one gun Tiffany to Arboles. Refund made. Closed.

No. 7. E. H. Haynes v. The Chicago, Rock Island & Pacific Railway Company. Inadequate service at Vona. Formal complaint required. None filed. Closed. (Vona).

No. 8. Silas L. Jackson v. Union Pacific Railroad Company. Damage to trunk Cokeville, Wyo., to Antonito. Interstate. No jurisdiction. Closed.

No. 9. The Royal Gorge Coal and Fire Clay Company v. The Denver & Rio Grande Railroad Company. Overcharge on mine props Doyle and Sargent to Canon City. Refund made. Closed.

No. 10. Farmer's Educational & Cooperative Union v. The Colorado & Southern Railway Company and The Great Western Railway Company. Excessive rate on coal Northern Colorado fields to Severance. Pending. (Severance).

No. 11. Citizens of Wagon Wheel Gap v. The Denver & Rio Grande Railroad Company. Petition for agent during winter months. Satisfied. Closed. (Wagon Wheel Gap).

No. 12. H. C. Branch v. Globe Express Company. Complaint against estimated weight on peaches. Conditions explained. Closed.

No. 13. Colorado City Commercial Club v. The Colorado Midland Railway Company and The Denver & Rio Grande Railroad Company. Excessive freight rates to and from Colorado City. Formal complaint required. None filed. Closed.

No. 14. South Canon Coal Company and Colorado Lime Fluxing Company v. The Midland Terminal Railway Company. Inadequate freight train service between Divide and Cripple Creek. Pending.

No. 15. Victor Iron Works v. Mountain States Telephone & Telegraph Company. Petition for waiver of charges for telephone service. Granted. Closed. (Victor).

No. 16. The Golden Cycle Milling Company v. Globe Express Company. Overcharge on gold bullion Colorado City to Denver. Refund made. Closed.

No. 17. James R. Noland v. The Denver & Salt Lake Railroad Company. Overcharge on train fares Tabernash to Fraser, and complaint against lighting conditions in shops at Tabernash. Refund made of train fares. Lighting complaint dismissed. Closed.

No. 18. The National Fuel Company v. Western Weighing & Inspection Bureau. Inconvenience caused by testing scales. Dismissed. Closed.

No. 19. South Park Hay Company v. The Colorado Midland Railway Company and The Midland Terminal Railway Company. Overcharge on hay Hartsel to Cripple Creek district. Pending.

No. 20. Mountain States Telephone & Telegraph Company. Petition to close exchange at Pierce. Granted. Closed. (Pierce).

No. 21. H. S. Turner and Hildenbrandt & Son v. Mountain States Telephone & Telegraph Company. Discrimination in telephone charges. Pending. (Hygiene).

No. 22. Bernard M. White v. Denver Union Water Company. Overcharge in water rates. Pending. (Denver).

No. 23. F. S. Crane et al v. The Denver Union Water Company. Petition for water main. Pending. (Denver).

No. 24. The Moffat Business Men's Association v. The Denver & Rio Grande Railroad Company. Petition against discontinuance of passenger train between Salida and Alamosa. Granted. Service restored. Closed.

No. 25. Charles W. Krueger v. The Pullman Company. Complaint against changing Pullman reservations. Conditions bettered. Closed.

No. 26. Las Animas Warehouse Company v. The Atchison, Topeka & Santa Fe Railway Company. Overcharge on coal Pryor to Las Animas. Pending.

No. 27. D. A. Strong v. The Mountain States Telephone & Telegraph Company. Inadequate service at Mead. Temporary additional service ordered pending investigation. Pending. (Mead).

No. 28. The Rocky Mountain Fuel Company v. The Colorado & Southern Railway Company. Overcharge on coal Denver to University Park. Pending.

No. 29. L. Emrich v. Railway Companies. Excessive coal rates Denver to Ft. Collins and Castle Rock. Pending.

No. 30. Wm. Atwood v. The Chicago, Burlington & Quincy Railroad Company. Overcharge on barley Dixon's Mill to Longmont. Pending.

Part VI
Emergency Orders

EMERGENCY ORDERS

Practically all emergency orders issued to carriers and other utilities granting the publication of rates and rules upon less than statutory notice are reductions, the only advances being in such instances as those granted wherein the rate is reduced and the minimum advanced, or vice versa.

Auth. No.	Date (1913)	Granted To	Commodity	From or (Between)	To (And)	Rate in Cents per 100 lbs., except as noted
1051	Jan. 2	D. N. W. & P. Ry.	Passenger	Denver	All stations	Various
1052	Jan. 3	U. P. R. R.	Passenger	Powars	All stations	Various
1053	Jan. 4	U. P. R. R.	Hay	Galeton and Barnesville	Greeley	6
1054	Jan. 6	D. & R. G. R. R.	Vegetables	C. R. R. R. stations	Trinidad and Walsenburg	25
1055	Jan. 6	D. & R. G. R. R.	Ore	Sargent	Denver	$3.50 ton
1056	Jan. 6	C. M. Ry.	Ice	All stations	Minimum of 50,000 lbs.	.....
1057	Jan. 7	D. & R. G. R. R	Fluor spar	Wagon Wheel Gap	Minnequa	$2.50 ton
1058	Jan. 11	D. & R. G. R. R.	Machinery	Leadville	Denver	25
1059	Jan. 13	C. & S. Ry.	Coal	Fox Spur	Denver	$1.50 ton
1060	Jan. 14	C. & S. Ry.	Coal	Fox Spur	Alma and Fairplay	$2.00 ton
1060½	Jan. 16	C. & S. Ry.	Passenger	All stations	Leadville District	Various
1061	Jan. 16	F. & C. C. R. R.	Passenger	Colorado Springs	Cripple Creek	$15.00 for ten rides
1062	Jan. 17	C. & S. Ry.	Passenger	All stations	All stations	Various
1063	Jan. 17	C. & S. Ry.	Passenger	Leadville District	C. M. Ry., C. & W. Ry. and F.& C. C. R. R.	Various
1064	Jan. 17	C. & S. Ry.	Various	All stations	Leadville District	Various

1065	Jan.	17	C. & S. Ry.	Mileage rates	All stations	All stations	Various
1066	Jan.	18	D. & R. G. R. R.	Mine props	Florida	Durango	5
1067	Jan.	18	U. P. R. R.	Coal	Northern mines	Powars	60, 70 and 80c ton
1068	Jan.	18	D. & R. G. R. R.	Lumber	Alamosa	Gibson	9
1069	Jan.	18	D. & R. G. R. R.	Brick	Alamosa	Gibson	5
1070	Jan.	20	Globe Express	Milk and cream	Various	Pueblo	Various
1071	Jan.	21	D. & R. G. R. R.	Ore	Silverton	Durango	$1.00 ton
					Mayday Mine	Durango	75c ton
1072	Jan.	21	U. P. R. R.	Gas coke	Denver	Boulder	$1.20 ton
1073	Jan.	21	C. & S. Ry.	Ice	Maddox	South Platte	70c ton
1074	Jan.	21	C. & S. Ry.	Coke	Denver	Boulder	$1.20 ton
1075	Jan.	21	A. T. & S. F. Ry.	Demonstration train	All stations	All stations	Free
1076	Jan.	22	D. & R. G. R. R.	Water	Big Four Mine	Strong	$3.00 car
1077	Jan.	22	C. R. & S. J. R. R.	Ore	All stations	All stations	Various
1078	Jan.	22	D. & R. G. R. R.	Manure	West Cliffe	Canon City	5
1079	Jan.	29	U. P. R. R.	Slag	Denver	Auburn	4
1080	Jan.	31	D. & R. G. R. R.	Poultry food	Various	Various	Various
1081	Feb.	4	D. & R. G. R. R.	Lime rock	Wellsville	Denver	7½
1082	Feb.	6	C. M. Ry.	Oranges	Leadville	Denver	38½
1083	Feb.	11	C. M. Ry.	Sawdust	All stations	Denver	Various
1084	Feb.	11	D. & R. G. R. R.	Zinc ore	Red Cliff, Belden and Rock Creek	Denver	13¾
1085	Feb.	13	D. & R. G. R. R.	Ties	Pagosa Springs	Grand Junction	18
1086	Feb.	14	A. T. & S. F. Ry.	Lime rock	Livesay	Denver	5

EMERGENCY ORDERS—Continued

Auth. No.	Date (1913)	Granted To	Commodity	From or (Between)	To (And)	Rate in cents per 100 lbs., except as noted
1087	Feb. 14	D. N. W. & P. Ry.	Passenger	Denver	All stations	Party fares
1088	Feb. 17	C. & S. Ry.	Furniture	Ft. Morgan	Ft. Collins	25
1089	Feb. 18	C. & S. Ry.	Sawdust	Denver	Maddox	10
1090	Feb. 19	D. & R. G. R. R.	Iron ore	Buxton	Minnequa	$1.50 ton
1091	Feb. 19	D. & R. G. R. R.	Zinc ore	Rico	Leadville	$5.00 ton
1092	Feb. 19	D. & R. G. R. R.	Beer	Trinidad	Rouse	15
1093	Feb. 20	C. M. Ry.	Sawdust	Haver, Wing	Denver	30,000 min.
1094	Feb. 21	U. P. R. R.	Coal	All stations	All stations	Minimum
1095	Feb. 24	A. T. & S. F. Ry.	Manure	All stations	All stations	Various
1096	Feb. 24	D. & R. G. R. R.	Ore	Salida and Bellview	Leadville	Various
1097	Feb. 26	D. & R. G. R. R.	Wheat	Denver	Grand Junction	45
1098	Feb. 28	D. & R. G. R. R.	Canned goods	Various	Various	Various
1099	Feb. 28	D. & R. G. R. R.	Canned goods	Various	Boulder and Greeley	75
1100 to 1999	Omitted					
2000	Feb. 28	D. & R. G. R. R.	Ties	Garland	New Castle	19
2001	Feb. 28	Globe Express	Milk and cream	La Jara, etc.	Pueblo	Various
2002	Mar. 1	C. M. Ry.	Canned goods	Various	Boulder and Greeley	75
2003	Mar. 4	D. & R. G. R. R.	Hay and straw	All stations	All stations	Minimum
2004	Mar. 4	C. & W. Ry.	Grain	Sopris	Tercio	7
2005	Mar. 5	D. & R. G. R. R.	Coke braize	Hastings, etc.	Monte Vista	$2.65 ton

2006	Mar. 5	D. & R. G. R. R.	Classes	All stations	Ojo	Tropic rates
2007	Mar. 6	D. & R. G. R. R.	Explosives	Various	Telluride	200
2008	Mar. 6	D. & R. G. R. R.	Cord wood	Husted	Denver	5
2009	Mar. 6	Globe Express	Vegetables	Florence	Salida	35
2010	Mar. 7	D. & R. G. R. R.	Flour	Various	C.M.Ry. and D.&R.G.R.R.	40
2011	Mar. 7	D. & R. G. R. R.	Nitrate, etc	Salida	Monte Vista	12½
2012	Mar. 10	C. & S. Ry.	Cattle	Various	All stations	Various
2013	Mar. 12	C. & S. Ry.	Water	Trinidad	Tobasco	$6.00 car
2014	Mar. 13	U. P. R. R.	Coal	Northern mines	Loveland	$1.00 ton
2015	Mar. 13	D. & R. G. R. R.	Flour	Carbondale	Aspen	8
2016	Mar. 17	C. & S. Ry.	Lime rock	Morrison	Denver	50c ton
2017	Mar. 18	U. P. R. R.	Oil	Boulder	Greeley and Ft. Collins	12½
2018	Mar. 18	U. P. R. R.	Lumber, coal, sand, gravel	All stations	All stations	Mileage rates
2019	Mar. 18	D. & R. G. R. R.	Explosives	Louviers	Delagua	55
2020	Mar. 21	D. & R. G. R. R.	Wheat	Denver	Grand Junction	45
2021	Mar. 22	D. & R.G.R.R., C.M.Ry.	Flour	Grand Junction	Various	Various
2022	Mar. 24	D. & R. G. R. R.	Flour	Various	Redstone	45
2023	Mar. 26	Wells-Fargo	Milk	Trinidad	Tercio	22
2024	Mar. 27	C. & S. Ry.	Ties	Fisher, etc	Buena Vista	$14.00 car
2025	Mar. 29	D. & R. G. R. R.	Beet seed	Monte Vista	Various	Various
2026	Apr. 3	D. & R. G. R. R.	Switching	Ouray		25c ton
2027	Apr. 4	D. & R. G. R. R.	Plaster rock	Various	Portland and concrete	40c ton
2028	Apr. 8	D. & R. G. R. R.	Switching	Durango		$1.00 car
2029	Apr. 8	Globe Express	Milk and cream	Various	Ignacio	Various

EMERGENCY ORDERS—Continued

Auth. No.	Date (1913)	Granted To	Commodity	From or (Between)	To (And)	Rate in cents per 100 lbs., except as noted
2030	Apr. 8	F. & C. C. R. R.	Lumber	Victor	Snyder	38
2031	Apr. 10	D. & R. G. R. R.	Cattle	Tiffany	Dyke	$12.00 car
2032	Apr. 14	D. & R. G. R. R.	Cattle	Denver	Crested Butte	$32.00 car
2033	Apr. 15	D. & R. G. R. R.	Coal	Floresta, etc.	Denver, Pueblo	Various
2034	Apr. 21	U. P. R. R.	Cattle	Crook	Carr	11
2035	Apr. 22	C. & S. Ry.	Slag	St. Helena	Pueblo	$1.00 ton
2036	Apr. 25	D. & R. G. R. R.	Graders outfit	Roubideau	Olathe	$15.00 car
2037	Apr. 28	D. & R. G. R. R.	Graders outfit	Monte Vista	Denver, Pueblo	$50.00 car
2038	Apr. 29	U. S. Express	Milk and cream	Larkspur	Calhan, Peyton	Various
2039	Apr. 30	C. & S. Ry.	Various	C. & S. Ry.	D. & I. M. R. R.	Various
2040	Apr. 30	C. & S. Ry.	Coke	Trinidad	Longmont, Greeley, etc.	$3.25 ton
2041	May 1	D. & R. G. R. R.	Fastenings	Minnequa	Monte Vista	$2.25 ton
2042	May 1	D. & R. G. R. R.	Frogs, rails, etc.	Denver	Monte Vista	$3.25 ton
2043	May 5	C. & S. Ry.	Passenger	Falcon	All stations	Various
2044	May 5	C. & S. Ry.	Passenger	Falcon	All stations	Various
2045	May 7	D. & R. G. R. R.	Lumber	Trinchera	Ojo	5
2046	May 8	D. N. W. & P. Ry.	Brick	Swadley	Denver	30c ton
2047	May 9	C. & S. Ry.	Various	Colorado Springs	Elizabeth, ect.	Various
2048	May 9	C. & S. Ry.	Classes	Sherman	Walsenburg	Various
2049	May 10	C. M. Ry.	Coal	Various	Manitou	$1.75 ton
2050	May 12	D. N. W. & P. Ry.	Canned goods	All stations	All stations	5th class

2051	May	12	U. P. R. R.	Dried beans	Gilcrest	Greeley	10
2052	May	12	C. & S. Ry.	Various	Falcon	Various	Various
2053	May	13	D. & R. G. R. R.	Livestock	All stations	All stations	Rule
2054	May	14	C. B. & Q. R. R.	Sand	Sand Creek	Denver	25c ton
2055	May	14	D. & R. G. R. R.	Tile	Denver	Canon City	11
2056	May	19	D. & R. G. R. R.	Ore	Eagle	Leadville	$1.50 ton
2057	May	22	U. P. R. R.	Corn and oats	All stations	All stations	40,000 min.
2058	May	22	D. & R. G. R. R.	Scrap iron	Montrose	Salida	$4.00 ton
2059	May	23	C. & S. Ry.	Passenger	Golden	Idaho Springs	Party fares
2060	May	24	D. & R. G. R. R.	Cement and plaster	Portland	Cripple Creek	25
2061	May	24	U. P. R. R.	Flax	Barnesville	Foss	4
2062	May	26	D. & R. G. R. R.	Switching	Salida	Absorption of switching	
2063	May	26	C. & S. Ry.	Special train	Denver	Idaho Springs	$1.00 capita
2064	May	26	D. & R. G. R. R.	Equipment	Walsenburg	Trinchera	$20.00 car
2065	May	27	C. & S. Ry.	Ties	Fisher, etc.	Buena Vista	$14.00 car
2066	May	27	C. & S. Ry.	Passenger	Platte Canon	District	Commutation
2067	May	28	F. & C. C. R. R.	Passenger	Colorado Springs	Cripple Creek	Party fares
2068	May	28	D. & R. G. R. R.	Lumber	Florence	Colorado City	14
2069	May	28	D. & R. G. R. R.	Fluor spar	Wagon Wheel Gap	Minnequa	$2.50 ton
2070	May	31	A. T. & S. F. Ry.	Gravel	Lamar	May Valley	25c ton
2071	May	31	D. B. & W. R. R.	Passenger	Boulder	Estes Park	Various
2072	June	2	D. & I. M. R. R.	Passenger	Denver	Golden	Party fares
2073	June	3	U. P. R. R.	Brick	Denver	Greeley and Ft. Collins	5
2074	June	3	U. P. R. R.	Sugar	Various	Denver	Routing

EMERGENCY ORDERS—Continued

Auth. No.	Date (1913)	Granted To	Commodity	From or (Between)	To (And)	Rate in cents per 100 lbs., except as noted
2075	June 5	C. & S. Ry.	Ore	Various	Leadville	$3.00 ton
2076	June 6	Globe Express	Milk and cream	Various	Durango	Various
2077	June 6	D. & R. G. R. R.	Ore	Creede	Salida	$2.00 ton
2078	June 9	D. & R. G. R. R.	Box lumber	Paonia	Denver, etc.	20
2079	June 13	D. & R. G. R. R.	Ties	Husted	Denver	6
2080	June 16	D. & R. G. R. R.	Passenger	Pueblo	Mustang	Sunday fare
2081	June 18	C. & S. Ry.	Passenger	Pueblo	Mustang	Sunday fare
2082	June 18	D. & S. L. R. R.	Coal, switching	Denver	Absorption of switching	
2083	June 20	D. & R. G. R. R.	Passenger	Various	Various	Sunday fares
2084	June 23	D. B. & W. R. R.	Scrap iron	Ward	Boulder	$2.50 ton
2085	June 24	C. & S. Ry.	Passenger	Denver	Greeley	$2.50 capita
2086	June 24	D. & R. G. R. R.	Cattle	Williams	Sterling	13
2087	June 24	D. & R. G. R. R.	Passenger	Telluride	Various	Various
2088	June 25	D. & R. G. R. R.	Passenger	Walsenburg	Mustang	Sunday fare
2089	June 27	D. & S. L. R. R.	Engine coal	Oak Hills	Limon	$2.75 ton
2090	June 27	D. & R. G. R. R.	Passenger	Gunnison	Various	Various
2091	June 30	Silverton Ry.	Dump material	Various	Chattanooga	50c ton
		S. N. R. R.	Dump material	Animas Forks	Chattanooga	$1.50 ton
2092	June 30	D. & S. L. R. R.	Classes	Denver	Orestod, McCoy	Various
2093	July 1	C. & S. Ry.	Passenger	Walsenburg	Mustang	Sunday fare
2094	July 2	D. & R. G. R. R.	Locomotive	Canon City	Colorado Springs	14

2095	July	2	C. & S. Ry.	Passenger	Denver	Eldora, Ward	Commutation
2096	July	3	D. & S. L. R. R.	Coal	Oak Hills	Roy, Sandown	$2.00 ton
2097	July	5	Globe Express	Vegetables	Penrose	Cripple Creek	100
2098	July	5	C. M. Ry.	Passenger	Denver, etc.	Redstone	Various
2099	July	6	D. & R. G. R. R.	Splint baskets	Paonia	Denver, etc.	75
2100	July	8	D. & R. G. R. R.	Sheep	Antonito	Wasson	$25.00 car
2101	July	8	U. P. R. R.	Switching	Denver		12½c ton
2102	July	8	D. & S. L. R. R.	Passenger	Denver	Steamboat Springs	$13.40 R. T.
2103	July	8	Adams Express	Strawberries	Steamboat Springs	Various	Various
2104	July	9	A. T. & S. F. Ry.	Supplies	Lamar	Las Animas, Rocky Ford	$25.00 car
2105	July	10	A. T. & S. F. Ry.	Gravel	Lamar	McClave	35c ton
2106	July	10	Globe Express	Cream and milk	Various	Delta	Various
2107	July	10	Globe Express	Milk and cream	Various	Ignacio	Various
2108	July	10	D. & R. G. R. R.	Steel pipe	Bilk	Lujane	13
2109	July	14	D. B. & W. R. R.	Passenger	Boulder	Estes Park	Various
2110	July	14	D. & R. G. R. R.	Emigrant outfit	Fruita	Red Cliff	$40.00 car
2111	July	14	Globe Express	Milk and cream	Placerville	Montrose	Various
2112	July	15	F. & C. C. R. R.	Mill sweepings	Burns	Pueblo	$3.00 ton
2113	July	15	A. T. & S. F. Ry.	Cinders	Swink	Catherine	25c ton
2114	July	15	D. & R. G. R. R.	Ice	Monument	Manitou	$1.00 ton
2115	July	17	D. & R. G. R. R.	Vegetables	Various	Unloading charge	$5.00 car
2116	July	17	A. & G. P. Ry.	Classes and commodities	All stations	All stations	Various
2117	July	19	C. & S. Ry.	Lumber	Smith Spur	Leadville	8
2118	July	22	Adams Express	Strawberries	Steamboat Springs	Various	180

EMERGENCY ORDERS—Continued

Auth. No.	Date (1913)	Granted To	Commodity	From or (Between)	To (And)	Rate in cents per 100 lbs., except as noted
2119	July 22	C. B. & Q. R. R.	Brick	Denver	Derby	3
2120	July 23	Globe Express	Fruit and vegetables	Delta, Paonia, Montrose, etc.	Cripple Creek	Various
2121	July 24	D. & R. G. R. R.	Graphite	Crested Butte	Denver	$4.00 ton
2122	July 29	A. T. & S. F. Ry.	Clay	Pueblo	La Junta	4
2123	Aug. 2	D. & R. G. R. R.	Cans, pails	Grand Junction	Various	11
2124	Aug. 5	D. & R. G. R. R.	Ore	Eagle	Salida	Various
2125	Aug. 6	D. & R. G. R. R.	Passenger	Various	Denver	Selling dates
2126	Aug. 6	A. T. & S. F. Ry.	Water	Starkville	Tyrone	$20.00 car
2127	Aug. 6	D. & R. G. R. R.	Ore	Leadville	Salida	6¼
2128	Aug. 6	D. & R. G. R. R.	Wheat	Denver	De Beque	20
2129	Aug. 7	D. & R. G. R. R.	Wheat	Denver, etc.	Antonito, La Jara, etc.	Various
2130	Aug. 7	D. & I. M. R. R.	Coal	Various	Demurrage charges	.....
2131	Aug. 7	D. & I. M. R. R.	Switching	All stations	Local switching	.....
2132	Aug. 8	C. M. Ry.	Passenger	Denver	Antero	$8.75 capita
2133	Aug. 11	C. & W. Ry.	Merry-go-round	Primero	Tercio	$15.00 car
				Tercio	Trinidad	$20.00 car
2134	Aug. 11	D. & S. L. R. R.	Coal	Oak Hills	C. R. I. & P. Ry.	Various
2135	Aug. 11	D. & S. L. R. R.	Lumber	All stations	C. & S. Ry.	Various
2136	Aug. 11	D. & R. G. R. R.	Paper	Hotchkiss	Palisade	25
2137	Aug. 13	D. & R. G. R. R.	Passenger	Hotchkiss, Paonia	Palisade	One fare for round trip

2138	Aug.	13	A. T. & S. F. Ry.	Coke braize	Starkville	Poso	$1.00 ton
2139	Aug.	18	D. & R. G. R. R.	Ore	Rico	Ouray	Various
2140	Aug.	18	U. P. R. R.	Wheat, oats	Greeley. Transit privilege		
2141	Aug.	18	C. B. & Q. R. R.	Ice	Fort Morgan	Yuma	10
2142	Aug.	18	D. & S. L. R. R.	Lumber	All stations	D. L. & N. W. R. R.	Various
2143	Aug.	20	D. & R. G. R. R.	Iron pipe	Various	Saxon, Austin	12
2144	Aug.	21	C. B. & Q. R. R.	Corn fodder	Lafayette	Standley Lake	66⅔c ton
2145	Aug.	22	D. & S. L. R. R.	Lumber	All stations	D. & I. M. R. R.	13
2146	Aug.	25	D. & R. G. R. R.	Oil	Pueblo, etc.	Colorado City, etc.	15
2147	Aug.	25	D. & R. G. R. R.	Mine props	Pitkin	Crested Butte	10
2148	Aug.	26	R. G. S. R. R.	Ore	Various	Ouray	Various
2149	Aug.	27	U. P. R. R.	Crates	Greeley	Ault, Pierce	15
2150	Aug.	27	C. & S. Ry.	Brick	Cowan	Denver	3
2151	Aug.	29	D. & R. G. R. R.	Hay	Big Four	Pueblo	10
2152	Sept.	2	C. B. & Q. R. R.	Beets	Sherwin	Various	Various
2153	Sept.	2	M. P. Ry.	Stock cattle	Pueblo	All stations	Various
2154	Sept.	2	D. & R. G. R. R.	Ore	Salida	Denver	12½
2155	Sept.	2	R. G. S. R. R.	Lumber	Mancos	Trout Lake, Matterhorn	10
2156	Sept.	5	C. & S. Ry.	Crates	Longmont and Loveland	Powars and Ione	10
2157	Sept.	5	D. & R. G. R. R.	Lumber	Aspen	Hotchkiss	15
2158	Sept.	5	C. & S. Ry.	Beets	Willard	Longmont	60c ton
2159	Sept.	5	C. & S. Ry.	Brick	Golden	Denver	Minimum
2160	Sept.	5	D. & R. G. R. R.	Cider, etc.	Fruita, Paonia, etc.	Denver, Pueblo	25
2161	Sept.	6	C. & S. Ry.	Grain	U. P. R. R. stations	Various	20

EMERGENCY ORDERS—Continued

Auth. No.	Date (1913)	Granted To	Commodity	From or (Between)	To (And)	Rate in Cents per 100 lbs., except as noted
2162	Sept. 6	C. & S. Ry.	Rails	Denver, Pueblo	C. M. Ry.	Various
2163	Sept. 8	D. & R. G. R. R.	Switching	Monte Vista, for the S. L.	S. R. R.	.....
2164	Sept. 10	C. & S. Ry.	Ties	Denver	Leyden	5
2165	Sept. 11	C. & S. Ry.	Lumber	Denver	Maddox	8
2166	Sept. 16	C. & S. Ry.	Vegetables	Powars	Longmont	7
2167	Sept. 17	D. & R. G. R. R.	Burlap bags	Monte Vista	Montrose	35
2168	Sept. 17	D. & R. G. R. R.	Coal	Belden	Red Cliff	$5.00 car
2169	Sept. 17	D. & R. G. R. R.	Mine props	Leadville	Eagle	8
2170	Sept. 17	S. L. C. R. R.	Switching	Monte Vista	Absorption of switching	.....
2171	Sept. 18	D. & R. G. R. R.	Rails	Minnequa	Various	Various
2172	Sept. 20	D. & R. G. R. R.	Iron and nails	Aspen	Hotchkiss	20
2173	Sept. 22	D. & R. G. R. R.	Bran	Rifle	Leadville	25
2174	Sept. 22	C. M. Ry.	Passenger	Mile Post 57	All stations	Various
2175	Sept. 23	C. M. Ry.	Coal	New Castle, etc.	Denver and Colorado Springs	$1.65 ton
2176	Sept. 26	D. & R. G. R. R.	Coal	Crested Butte	Pueblo	$2.50 ton
2177	Sept. 26	D. & R. G. R. R.	Acid	Denver, etc.	Leadville	40
2178	Sept. 27	D. & R. G. R. R.	Wire and nails	Minnequa	Rifle	35
2179	Sept. 29	A. T. & S. F. Ry.	Coal	Las Animas	Rocky Ford	50c ton
2180	Sept. 29	A. T. & S. F. Ry.	Supplies	Lamar	Las Animas	$25.00 car
2181	Sept. 29	C. M. Ry.	Acid	Denver, etc.	Leadville	40
2182	Sept. 29	D. & R. G. R. R.	Rails	Denver, etc.	Grand Junction, etc.	$7.00 ton

2183	Sept.	30	D. & R. G. R. R.	Passenger	Various	Various	Various
2184	Sept.	29	C. & S. Ry.	Mine props	Fisher	St. Elmo	$8.00 car
2185	Sept.	30	A. T. & S. F. Ry.	Gravel	Lamar	May Valley	25c ton
2186	Sept.	30	D. & R. G. R. R.	Ties	Husted	Colorado Springs	5
2187	Oct.	1	D. & R. G. R. R.	Coal	Somerset	Various	Various
2188	Oct.	1	C. & S. Ry.	Coal	Berwind	Sopris	25c ton
2189	Oct.	8	D. & R. G. R. R.	Fertilizer	Grand Junction	Palisade	3½
2190	Oct.	9	D. & R. G. R. R.	Gravel	Petersburg	Wolhurst	30c ton
2192	Oct.	11	D. L. & N. W. R. R.	Vegetables	Greeley	Various	Various
2193	Oct.	11	D. & R. G. R. R.	Apples	Various	Grand Junction	7½
2194	Oct.	13	D. & R. G. R. R.	Switching on coal	Pueblo	Minnequa and Blende	$4.00 car
2195	Oct.	14	D. & R. G. R. R.	Drain tile	Denver	Estrella	20
2196	Oct.	15	D. & R. G. R. R.	Ore	Redstone	Ouray	Various
2197	Oct.	16	C. & S. Ry.	Machinery	Silver Plume	Denver	$3.30 ton
2198	Oct.	17	U. P. R. R.	Coal	Northern mines	Loveland and Windsor	70c ton
2199	Oct.	17	C. & S. Ry.	Beans	Various	Greeley	Various
2200	Oct.	20	D. & R. G. R. R.	Coal	Crested Butte and Baldwin	Pueblo and Blende	$2.00 ton
2201	Oct.	21	A. T. & S. F. Ry.	Burlap and box lumber with packing house products		All stations	
2202	Oct.	23	Uintah Ry.	Potatoes	Sewell	Mack	25
2203	Oct.	27	C. M. Ry.	Wire and nails	Denver, etc.	Leadville	35
2204	Oct.	28	C. R. I. & P. Ry.	Coal	Roswell	El Paso Plant	35c ton
2205	Oct.	29	D. & R. G. R. R.	Apples	Various	Leadville	Various

EMERGENCY ORDERS—Continued

Auth. No.	Date (1913)	Granted To	Commodity	From or (Between)	To (And)	Rate in cents per 100 lbs., except as noted
2206	Oct. 31	D. & S. L. R. R.	Coal	Leyden	Various	Various
2207	Oct. 31	D. & R. G. R. R.	Machinery	Leadville	Cotopaxi	15
2208	Oct. 31	D. & R. G. R. R.	Ore	Eagle	Salida	$2.00 ton
2209	Nov. 5	D. & R. G. R. R.	Acid	Denver, etc.	Leadville	32½
2210	Nov. 5	C. M. Ry.	Acid	Denver, etc.	Leadville	32½
2211	Nov. 6	A. T. & S. F. Ry.	Coke	Las Animas	Rocky Ford	50c ton
2212	Nov. 11	D. & R. G. R. R.	Fuel oil	Florence	Red Cliff and Belden	30
2213	Nov. 13	D. & R. G. R. R.	Coke	Durango	Ouray	$3.25 ton
2214	Nov. 14	R. G. S. R. R.	Logs	Perins Peak	Durango	4
2215	Nov. 14	A. T. & S. F. Ry.	Coal	Morley	Segundo	25c ton
2216	Nov. 15	D. & R. G. R. R.	Coal	Ludlow	Mutual	60c ton
2217	Nov. 19	S. L. C. R. R.	Minimum weights	All stations	All stations	Minimum
2218	Nov. 19	C. & S. Ry.	Coal	Denver	Buena Vista	$3.25 ton
2219	Nov. 21	Wells-Fargo Express	Poultry	Wiley	Leadville	230
2220	Nov. 25	C. R. I. & P. Ry.	Switching	El Paso Plant	El Paso Mine	20c ton
2221	Nov. 25	C. & S. Ry.	Valuations on ore	.....	All stations	.....
2222	Nov. 26	D. & R. G. R. R.	Cattle	De Beque	Loma	$15.00 car
2223	Nov. 26	C. M. Ry.	Cattle	De Beque	Loma	$15.00 car
2224	Nov. 28	D. & R. G. R. R.	Lumber	Del Norte	Center	7½
2225	Nov. 29	Globe Express	Butter, eggs	Penrose	Cripple Creek	100
2226	Nov. 29	D. & S. L. R. R.	Coal	Leyden	Littleton, etc.	Various

2227	Dec. 1	D. & S. L. R. R.	Passenger	All stations	Parlor car fares	Various
2228	Dec. 1	D. & R. G. R. R.	Ore	Creede	Denver	Various
2229	Dec. 1	C. & S. Ry.	Flue dust	Golden	Salida	$2.75 ton
2230	Dec. 1	D. & R. G. R. R.	Coal	Walsenburg	A. T. & S. F. Ry.	Various
2231	Dec. 3	D. & R. G. R. R.	Lime Rock	Dallas	Ouray	50c ton
2232	Dec. 8	D. & S. L. R. R.	Coal	Leyden	C.B.&Q.R.R., D.&I.M.R.R. and U. P. R. R.	Various
2233	Dec. 11	G. W. Ry.	Sugar	Loveland	Windsor	2½
2234	Dec. 12	D. & R. G. R. R.	Oil	Florence	Various	Various
2235	Dec. 15	D. & R. G. R. R.	Ore	All stations	Valuation certificates	.....
2236	Dec. 15	U. P. R. R.	Manure	Denver	Yoxall	3½
2237	Dec. 16	A. T. & S. F. Ry.	Cattle	Boone	Lamar, Markham	10.1
2238	Dec. 22	C. & S. Ry.	Cattle	Windsor	Fort Collins	4½
2239	Dec. 26	C. & W. Ry.	Hay	Various	Various	Various
2240	Dec. 26	D. & R. G. R. R.	Mining timbers	Pitkin	Leadville	17½
2241	Dec. 31	D. & R. G. R. R.	Cattle	Rifle	Grand Junction	$12.00 car
2242	Dec. 31	C. & S. Ry.	Ice	All stations	All stations	Weights
	(1914)					
2243	Jan. 3	C. M. Ry.	Ice	Lake George	Pueblo	$1.25 ton
2244	Jan. 6	C. R. I. & P. Ry.	Granite	Denver	Burlington	35
2245	Jan. 8	D. L. & N. W. R. R.	Flour	Milliken	Greeley	6
2246	Jan. 13	F. & C. C. R. R.	Ore	Victor	Victor	35c ton
2247	Jan. 13	C. M. Ry.	Ice	Norrie	Grand Junction	7½
2248	Jan. 15	C. & S. Ry.	Cattle	Denver	Walsenburg	12

EMERGENCY ORDERS—Continued

Auth. No.	Date (1914)	Granted To	Commodity	From or (Between)	To (And)	Rate in cents per 100 lbs., except as noted
2249	Jan. 15	A. T. & S. F. Ry.	Demonstration train		All stations	Free
2250	Jan. 16	D. & R. G. R. R.	Locomotives	Walsenburg	Alamosa	12½
2251	Jan. 17	C. M. Ry.	Canned goods	Grand Junction	C. & S. Ry.	50
2252	Jan. 17	D. & R. G. R. R.	Canned goods	Grand Junction	C. & S. Ry.	50
2253	Jan. 19	D. & R. G. R. R.	Acid	Denver	Ouray	50
2254	Jan. 19	F. G. Airy	Express	Various	Various	Various
2255	Jan. 21	D. & R. G. R. R.	Cattle	Denver	Walsenburg	12
2256	Jan. 21	D. & R. G. R. R.	Cotton seed cake	Ridgway	Jays Spur	5
2257	Jan. 21	D. & R. G. R. R.	Ore	Rico	Salida	$5.50 ton
2258	Jan. 21	C. M. Ry.	Nails, etc.	Denver, etc.	Various	Various
2259	Jan. 21	C. & S. Ry.	Mine props	St. Elmo	Romley	$8.00 car
2260	Jan. 21	D. & R. G. R. R.	Gas oil	Florence	Red Cliff	30
2261	Jan. 21	D. & R. G. R. R.	Sheet Iron	Colorado Springs	Denver	12
2262	Jan. 22	C. & S. Ry.	Ore	Denver	Golden	65c ton
2263	Jan. 23	C. & S. Ry.	Flue dust	Golden	Denver	4
2264	Jan. 24	A. T. & S. F. Ry.	Manure	All stations	All stations	Mileage rates
2265	Jan. 24	D. & R. G. R. R.	Coal	Trinidad	El Moro	35c ton
2266	Jan. 27	D. & S. L. R. R.	Ore	Rollinsville	Denver	$1.00 ton
2267	Jan. 28	C. B & Q. R. R.	Coal	Northern mines	Hillrose	$1.47½ ton
2268	Jan. 28	C. & S. Ry.	Ore	Sunset	Denver	Various
2269	Jan. 28	C. & S. Ry.	Vinegar	Pueblo	Trinidad	21

2270	Jan.	28	C. & S. Ry.	Mine props	Fisher	Hancock	$8.00 car
2271	Jan.	28	D. & S. L. R. R.	Hay	Various	Craig	Various
2272	Jan.	29	D. & R. G. R. R.	Switching	All stations	Absorption of L. C. L. switching	
2273	Jan.	29	C. & S. Ry.	Cattle	Colorado Springs	Elbert	6¾
2274	Jan.	31	D. & R. G. R. R.	Coke	Grand Junction	Ouray	$2.50 ton
2275	Jan.	31	D. & R. G. R. R.	Fertilizer	Minor	Palisade	60c ton
2276	Feb.	7	D. & S. L. R. R.	Coal	Oak Hills	Radium	$1.00 ton
2277	Feb.	7	D. & R. G. R. R.	Coal	Pikeview	Colorado Springs	25c ton
2278	Feb.	7	D. & R. G. R. R.	Coal	Somerset	Basalt	$2.50 ton
2279	Feb.	10	All Express Companies.	Block system of rates	All stations		
2280	Feb.	11	D. & R. G. R. R.	Coal	Baldwin	Crested Butte	$1.75 ton
2281	Feb.	11	D. & R. G. R. R.	Flour and grain	All stations	All stations	Various
2282	Feb.	14	D. & R. G. R. R.	Car strips	Silt	Palisade	5
2283	Feb.	14	D. & R. G. R. R.	Mine props	Pitkin	Ojo, Tropic	17½
2284	Feb.	16	A. T. & S. F. Ry	Engine coal	Trinidad	Denver	Cancel
2285	Feb.	17	D. & R. G. R. R.	Sugar	Colorado Springs	Grand Junction	27½
2286	Feb.	18	D. & R. G. R. R.	Oil	Various	Various	Various
2287	Feb.	20	C. & S. Ry.	Pebbles	Granite	Romley	$2.00 ton
2288	Feb.	20	C. & S. Ry.	Passenger	Various	Various	Selling dates
2289	Feb.	20	D. & R. G. R. R.	Passenger	Various	Various	Selling dates
2290	Feb.	24	A. T. & S. F. Ry.	Oil	Florence	C. M. Ry.	Various
2291	Feb.	24	D. B. & W. R. R.	Coal	Cardinal	Eldora	25c ton
2292	Feb.	24	D. & R. G. R. R.	Coke	Cokedale	Salida	$2.25 ton
2293	Feb.	25	D. & R. G. R. R.	Alfalfa seed	Denver	Hooper	52

EMERGENCY ORDERS—Continued

Auth. No.	Date (1914)	Granted To	Commodity	From or (Between)	To (And)	Rate in cents per 100 lbs., except as noted
2294	Feb. 26	D. & R. G. R. R.	Hay	Fort Lupton	Blanca	$3.00 ton
2295	Feb. 27	C. B. & Q. R. R.	Ice	Fort Morgan	Wray	11
2296	Feb. 28	A. T. & S. F. Ry.	Cattle	Markham	Boone	10.1
2297	Mar. 2	D. & R. G. R. R.	Coal	Baldwin	Hay Spur	$1.30 ton
2298	Mar. 2	D. & R. G. R. R.	Hay	Fort Logan	S. L. S. Ry.	$3.60 ton
2299	Mar. 2	D. & R. G. R. R.	Machinery	Glencoe	Antonito	25
2300	Mar. 2	D. & R. G. R. R.	Oil	Florence	Carbondale	52
2301	Mar. 2	C. B. & Q. R. R.	Coal	Lafayette	Holyoke	Various
2302	Mar. 2	C. & S. Ry.	Ore	Golden	Pueblo	$1.25 ton
2303	Mar. 4	C. & S. Ry.	Engine coal	Walsenburg, Trinidad	Denver	Cancel
2304	Mar. 4	C. & S. Ry.	Engine coal	Walsenburg, Trinidad	Colorado Springs	Cancel
2305	Mar. 4	D. & R. G. R. R.	Paper	Paonia	Palisade	20
2306	Mar. 4	D. & R. G. R. R.	Coke	Trinidad	Ouray	$4.00 ton
2307	Mar. 6	D. & R. G. R. R.	Various	Denver, etc.	Grand Junction	Various
2308	Mar. 6	C. M. Ry.	Various	Denver, etc.	Grand Junction	Various
2309	Mar. 6	D. & R. G. R. R.	Milk	Fort Lupton	Grand Junction	50
2310	Mar. 6	C. M. Ry.	Milk	Fort Lupton	Grand Junction	50
2311	Mar. 10	C. M. Ry.	Cement	Colorado Springs	Manitou	2½
2312	Mar. 12	D. & I. M. R. R.	Wire and nails	All stations	All stations	Minimum
2313	Mar. 13	D. & R. G. R. R.	Cow peas	Buena Vista	Monte Vista	25
2314	Mar. 14	M. T. Ry.	Slabs	Midland	Divide	6

2315	Mar. 14	C. M. Ry.	Lumber	Fords Spur	Leadville	7
2316	Mar. 14	F. G. Airy	Exceptions to Official Express Classification.			
2317	Mar. 17	D. & R. G. R. R.	Cattle	Tiffany	Pagosa Springs	$12.00 car
2318	Mar. 19	D. & R. G. R. R.	Bees	Farmers Spur	Rifle	$30.00 shipment
2319	Mar. 20	S. L. S. Ry.	Hay	Blanca, etc.	Jarosa	50c ton
2320	Mar. 21	C. & S. Ry.	Coal	Primrose, etc.	Aguilar	50c ton
2321	Mar. 21	C. & S. Ry.	Switching	Denver		
2322	Mar. 21	D. & R. G. R. R.	International Correspondence School Inspection Air-Brake Car 101, all stations, at			15 cents per mile.
2323	Mar. 24	D. & R. G. R. R.	Alfalfa seed	Monte Vista	Hooper	35
2324	Mar. 25	D. & R. G. R. R.	Coal	Floresta, etc.	Denver, etc.	Various
2325	Mar. 25	C. M. Ry.	Lumber	Vulcan	Sunlight	5½
2326	Mar. 25	C. M. Ry.	Barrels	All stations	One-half fourth class	
2327	Apr. 1	D. & R. G. R. R.	Machinery	Monte Vista	Denver	$6.00 ton
2328	Apr. 1	U. P. R. R.	Wheat	Koenig, Kelim	Fort Collins	5
2329	Apr. 3	D. & S. L. R. R.	Cattle	Kremmling	Craig	$27.50 car
2330	Apr. 3	C. & S. Ry.	Pebbles	Buena Vista	Romley	$1.25 ton
2331	Apr. 4	D. & R. G. R. R.	Ties	Dresden	Huerfano	$10.00 car
2332	Apr. 6	Globe Express	Merchandise	All stations	All stations	Cancel
2333	Apr. 6	Globe Express	Basing Transfer Tariff	All stations		
2334	Apr. 6	Globe Express	Merchandise	All stations	All stations	Various
2335	Apr. 10	D. & S. L. R. R.	Machinery	Denver	Steamboat Springs	50
2336	Apr. 10	D. & R. G. R. R.	Cattle	Center	Wasson	$15.00 car
2337	Apr. 10	S. L. C. R. R.	Salt and flour	Monte Vista	Center	5
2338	Apr. 11	D. & R. G. R. R.	Coal	Trinidad, etc.	M. P. Ry.	Various

EMERGENCY ORDERS—Continued

Auth. No.	Date (1914)	Granted To	Commodity	From or (Between)	To (And)	Rate in cents per 100 lbs., except as noted
2339	Apr. 13	D. & S. L. R. R.	Coal	Oak Hills	Craig, Hayden	$1.00 ton
2340	Apr. 13	C. & S. Ry.	Grain	Kelim	Fort Collins	9
2341	Apr. 13	D. & S. L. R. R.	Coal	Oak Hills	Golden	$2.20 ton
2342	Apr. 13	C. & S. Ry.	Coal	Trinidad, etc	M. P. Ry.	Various
2343	Apr. 13	D. & R. G. R. R.	Hematite ore	Cotopaxi	Minnequa	75c ton
2344	Apr. 14	D. & R. G. R. R.	Coal	Baldwin	Floresta	$1.00 ton
2345	Apr. 14	D. L. & N. W. R. R.	Cattle	Greeley	Craig	19⅛
2346	Apr. 14	U. P. R. R.	Corn	Koenig, Kelim	Fort Collins	5
2347	Apr. 16	F. & C. C. R. R.	Various	Various	Denver	Various
2348	Apr. 16	C. B. & Q. R. R.	Cattle	Fleming	Craig	Minimum
2349	Apr. 16	C. & S. Ry.	Pebbles	Poncha, Cleora	Romley	$2.25 ton
2350	Apr. 16	U. P. R. R.	Flour and bran	Various	C. & S. Ry., D. & R. G. R. R.	Various
2351	Apr. 17	D. & R. G. R. R.	Potatoes	Carbondale	Alamosa	20
2352	Apr. 17	S. L. C. R. R.	Potatoes	Monte Vista	Center	One-half rate
2353	Apr. 17	D. & R. G. R. R.	Milk	Johnstown	Leadville	50
2354	Apr. 20	C. B. & Q. R. R.	Cattle	Longmont	Craig	19½
2355	Apr. 22	D. & R. G. R. R.	Lumber	Gate View	Crested Butte	10
2356	Apr. 24	D. & R. G. R. R.	Coal	Pikeview	Portland	$1.00 ton
2357	Apr. 24	D. & R. G. R. R.	Cattle	Moffat	Wasson	$20.00 car
2358	Apr. 28	C. & S. Ry.	Coal	Trinidad	Walsenburg	75c ton
2359	Apr. 28	D. & R. G. R. R.	Coal	Trinidad	Walsenburg	75c ton

2360	Apr.	28	D. & R. G. R. R.	Horses	Canon City	Wolcott	$35.00 car
2361	Apr.	28	D. & S. L. R. R.	Cattle	Kremmling	Craig	$30.00 car
2362	Apr.	29	U. P. R. R.	Grain	Greeley, etc	Various	Various
2363	Apr.	29	D. & S. L. R. R.	Potatoes	Denver	Craig	25
2364	Apr.	29	Adams Express	Various	Various	Various	Various
2365	May	1	D. & R. G. R. R.	Ore	Eureka	Pueblo, etc	$6.25 ton
2366	May	2	D. & I. M. R. R.	Crushed rock	Weidman	Denver	30c ton
2367	May	4	D. & R. G. R. R.	Livestock	Baldwin	Denver	Various
2368	May	7	C. & S. Ry.	Scrap iron	Wall Street	Denver	$2.10 ton
2369	May	8	D. & R. G. R. R.	Sheep	Delta	Somerset	$10.00 car
2370	May	8	C. & S. Ry.	Fire tile	Various	Various	Minimum
2371	May	13	D. & S. L. R. R.	Cow peas	Denver	Craig	80
2372	May	13	Adams Express	Bread	Boulder	Various	40
2373	May	15	D. & S. L. R. R.	Automobiles	Denver	Craig	130
2374	May	15	D. & R. G. R. R.	Switching	Belden	Belden	$5.00 car
2375	May	16	D. & R. G. R. R.	Vinegar	Hotchkiss	Denver	Follow lot
2376	May	18	A.T. & S.F.Ry., C. & S. Ry., D. & R. G. R. R.	Stone	Pueblo	Denver	7
2377	May	20	D. & S. L. R. R.	Automobiles	Denver	Craig	Various
2378	May	20	D. & S. L. R. R.	Cattle	Toponas	Milner	$25.00 car
2379	May	21	Wells Fargo Express	Ice	Pinon	Pueblo	30
2380	May	27	D. & R. G. R. R.	Cattle	Hooper	Ridgway	$35.00 car
2381	May	27	C. & S. Ry.	Cattle	Denver	Dillon	$25.50 car
2382	May	27	C. M. Ry.	Nails	Denver	Various	35

EMERGENCY ORDERS—Continued

Auth. No.	Date (1914)	Granted To	Commodity	From or (Between)	To (And)	Rate in Cents per 100 lbs., except as noted
2383	May 27	D. & R. G. R. R.	Cement	Portland	Pitkin	27½
2384	May 27	D. & R. G. R. R.	Merry-go-round	Colorado Springs	Leadville	$41.25 car
2385	May 27	D. & R. G. R. R.	Clay	Castle Rock	Denver	3
2386	May 29	D. & R. G. R. R.	Cattle	San Carlos	Pueblo	Various
2387	May 29	Globe Express	Merchandise	Various	Various	Various
2388	May 29	Globe Express	Merchandise	Salida	Florence and Canon City	Various
2389	May 29	C.M.Ry., D.&R.G.R.R.	Agricultural Implements,	Description of.		
2390	May 29	A. T. & S. F. Ry.	Water	Starkville	Delhi	$22.00 car
2391	June 1	D. & R. G. R. R.	Hides	Alamosa	Various	Various
2392	June 2	F. & C. C. R. R.	Machinery	Cripple Creek	Denver	20
2393	June 2	D. & R. G. R. R.	Machinery	Florence	Colorado City	14
2394	June 2	C. & S. Ry.	Ore	Leavick	Leadville	$3.00 ton
2395	June 5	D. & R. G. R. R.	Plaster	Portland and Concrete	Trinchera	15
2396	June 8	D. & S. L. R. R.	Coal	Leyden	Greeley	90c ton
2397	June 9	U. P. R. R.	Slag	Denver	Balzac	5½
2398	June 10	D. & R. G. R. R.	Machinery	Westcliffe	Ojo	42
2399	June 10	D. & R. G. R. R.	Graders' outfit	Olathe	Dominiquez	$15.00 car
2400	June 10	Globe and Wells Fargo	Fruit	Grand Valley	Grand Junction	60
2401	June 11	Adams Express	Milk and cream	Breckenridge	Leadville	Various
2402	June 12	C. & S. Ry.	Passenger	Various	Boulder	Excursion
2403	June 15	D. & R. G. R. R.	Coal	Colorado City	Portland	$1.00 ton

2404	June	15	C. & S. Ry.	Passenger	Denver	Weller	Various
2405	June	17	Wells Fargo Express	Various	Olney Springs	Pueblo	50
2406	June	17	C. & S. Ry.	Coal	Trinidad	Walsenburg	75c ton
2407	June	18	Wells Fargo Express	Milk and cream	Various	Various	Various
2408	June	18	F. G. Airy	Milk and cream	Various	Various	Cancel
2409	June	18	C. & S. Ry.	Ties	Salem	Buena Vista	$14.00 car
2410	June	18	Wells Fargo Express	Milk and cream	Various	Various	Various
2411	June	19	D. & R. G. R. R.	Sheep	Grand Junction	Aspen	$30.00 car
2412	June	19	C. R. I. & P. Ry.	Oil	Seibert	Various	Various
2413	June	19	D. & I. M. R. R.	Passenger	Denver	Golden	Various
2414	June	23	D. & R. G. R. R.	Ore	May Day Switch	Durango	50c ton
2415	June	23	D. B. & W. R. R.	Logs	Holtville	Boulder	5
2416	June	25	A. T. & S. F. Ry.	Intermediate clause		All stations	
2417	June	25	D. & R. G. R. R.	Fire brick	Canon City	Leadville	15
2418	June	25	C. & S. Ry.	Parade floats	Pueblo	Denver	$15.00 car
2419	June	26	D. & R. G. R. R.	Lumber	Canon City	Denver	5
2420	June	27	C. & S. Ry.	Less carload perishable freight.	All stations.		
2421	June	29	D. B. & W. R. R.	Passenger	Boulder	Eldora, Ward	Various
2422	June	29	D. B. & W. R. R.	Passenger	Estes Park	Boulder	Various
2423	June	29	D. & R. G. R. R.	Plaster	Parkdale	Concrete	2
2424	June	30	D. & S. L. R. R.	Iron articles	Denver	Craig	Various
2425	July	2	Adams Express	Milk and cream	Various	Various	Various
2426	July	2	American Express	Milk and cream	Various	Various	Various
2427	July	3	C. M. Ry.	Zinc oxide	Leadville	Denver, etc.	$5.50 ton

EMERGENCY ORDERS—Continued

Auth. No.	Date (1914)	Granted To	Commodity	From or (Between)	To (And)	Rate in cents per 100 lbs., except as noted
2428	July 3	C. M. Ry.	Fruit	Glenwood	Grand Junction	30
2429	July 3	D. & R. G. R. R.	Zinc oxide	Leadville	Denver, etc.	$5.50 ton
2431	July 3	F. G. Airy	Minimum charge for small	shipments.		
2432	July 6	D. & R. G. R. R.	Coal	Floresta, etc.	Leadville	$2.00 ton
2433	July 7	Globe Express	Milk and cream	Various	Various	Various
2434	July 7	Globe Express	Minimum charge for small	shipments.		
2435	July 7	Globe Express	Minimum charge for small	shipments.		
2436	July 7	D. & S. L. R. R.	Logs	Dixie Lake	Denver	6
2437	July 7	Wells Fargo Express	Milk and cream	Various	Various	Various
2438	July 7	S. L. C. R. R.	Building material	Monte Vista	Center	5
2439	July 7	D. B. & W. R. R.	Passenger	Eldora, Ward	Boulder	Various
2440	July 8	A. T. & S. F. Ry.	Sand	Pueblo	El Moro	5
2441	July 8	U. P. R. R.	Exhibits	Fort Collins	Denver	$7.50 car
2442	July 8	F. G. Airy	Block rates, 920-Q to O	and P.		
2443	July 8	D. & S. L. R. R.	Fruit	Denver	Craig	50
2444	July 8	C. & S. Ry.	Sheep	Denver	Dillon	$27.90 car
2445	July 10	D. & S. L. R. R.	Machinery	Denver	Hayden	50
2446	July 10	D. & S. L. R. R.	Passenger	Various	Various	Various
2447	July 10	Globe Express	Laundry	Alamosa	Various	Various
2448	July 10	Globe Express	Laundry	Montrose	Various	35
2449	July 10	Globe Express	Laundry	Paonia	Hotchkiss	35

2450	July	10	Globe Express	Laundry	Gunnison	Pitkin, etc.	35
2451	July	11	Globe Express	Laundry	Leadville	Minturn, etc.	Various
2452	July	11	Globe Express	Laundry	Glenwood	Eagle	35
2453	July	11	Globe Express	Laundry	Delta	Austin, etc.	35
2454	July	11	Globe Express	Laundry	Salida	Moffat, etc.	Various
2455	July	11	Globe Express	Laundry	Durango	Various	Various
2456	July	13	D. & S. L. R. R.	Locomotives	Denver	Routt	$150.00
2457	July	14	Adams Express	Strawberries	Steamboat Springs	Denver	Minimum
2458	July	14	C. & S. Ry.	Cherries	McClellands	Fort Collins	8
2459	July	14	C. & W. Ry.	Merry-go-rounds	Various	Various	Various
2460	July	17	S. L. C. R. R.	Agricultural implements and vehicles			Minimum
2461	July	17	C.M.Ry., D. & R.G.R.R.	Nails, etc.	Various	Grand Junction	Various
2462	July	17	D. & R. G. R. R.	Fruit	Grand Junction	Delta, etc.	15
2463	July	17	C. & S. Ry.	Passenger	Denver	Madison	25c capita
2464	July	18	A. T. & S. F. Ry.	Sand	Pueblo	Trinidad	5
2465	July	20	C. & S. Ry.	Machinery	Silver Plume	Denver	16½
2466	July	21	R. G. S. R. R.	Hay and straw used as preservative. All stations.			
2467	July	21	D. & R. G. R. R	Coal	Somerset	Ibex	$2.75 ton
2468	July	21	A. T. & S. F. Ry.	Intermediate clause. All stations.			
2469	July	23	D. & R. G. R. R.	Locomotives	Pagosa Springs	Durango	20c mile
2470	July	23	D. & R. G. R. R.	Grader's outfit	Montrose	Placerville	$25.00 car
2471	July	24	D. & R. G. R. R.	Ore	Ouray	Durango	$3.00 ton
2472	July	25	D. & R. G. R. R.	Bags	Monte Vista	Grand Junction	60

EMERGENCY ORDERS—Continued

Auth. No.	Date (1914)	Granted To	Commodity	From or (Between)	To (And)	Rate in cents per 100 lbs., except as noted
2473	July 25	D. & R. G. R. R.	Ore	Creede	Salida	10
2474	July 28	D. & R. G. R. R.	Ore	Lake City	Denver	$4.50 ton
2475	July 31	D. & R. G. R. R.	Horses	Telluride	Denver	$65.00 car
2476	July 31	C. & W. Ry.	Hogs	Tercio	Trinidad	7½
2477	Aug. 5	C. & S. Ry.	Passenger	Denver	Grand Junction, etc.	Various
2478	Aug. 5	C. & S. Ry.	Drain tile	Longmont	Windsor	8
2479	Aug. 6	C. & S. Ry.	Hay and straw	Denver	Various	Various
2480	Aug. 6	D. & S. L. R. R.	Mine props	Hayden, etc.	Steamboat Springs	Various
2481	Aug. 10	Globe Express	Fruit	Delta	Longmont	140
2482	Aug. 11	U. P. R. R.	Tomato pulp	Various	Various	Various
2483	Aug. 11	C. R. I. & P. Ry.	Coal	Rapson and Keystone	Colorado Springs	25c ton

EMERGENCY ORDERS ISSUED SUBSEQUENT TO AUGUST 11, 1914, ARE NUMBERED UNDER PUBLIC UTILITIES COMMISSION NUMBERS

1	Aug. 12	C. M. Ry.	Hay and straw	Various	Denver, etc.	Various
2	Aug. 12	D. & R. G. R. R.	Lumber	Phillips, etc.	Center	10
3	Aug. 12	D. & R. G. R. R.	Coke braize	Minnequa	Blende	$4.00 car
4	Aug. 13	D. B. & W. R. R.	Ore	Various	Salina	Various
5	Aug. 17	C. & S. Ry.	Coal	Various	Breckenridge	Various
6	Aug. 19	U. P. R. R.	Grain	Hardin	Denver	13
7	Aug. 19	Wells Fargo Express	Water	Manitou and Colo. Springs	La Junta and Rocky Ford	Various

8	Aug.	21	C. & S. Ry.	Ore	Puzzle	Leadville	$1.75 ton
9	Aug.	21	U. P. R. R.	Grain	G. W. Ry.	Denver	12
10	Aug.	24	U. P. R. R.	Vegetables	Brighton, Ione and Powars	Longmont	Various
11	Aug.	27	D. & R. G. R. R.	Wheat	Carters	Grand Junction	40
12	Aug.	27	F. G. Airy	Terminal and Switching	Charges. All stations.		
13	Aug.	29	C. & S. Ry.	Water	Ludlow	Suffield	$5.00 car
14	Aug.	29	D. & R. G. R. R.	Apples, cull	Paonia	Denver, etc.	30
15	Aug.	29	Globe Express	Apples	Various	Various	Various
16	Aug.	31	U. P. R. R.	Switching	On coal at coal mines		$2.00 car
17	Sept.	1	D. & R. G. R. R.	Fruit	Saxton, Austin	Delta	$6.00 car
18	Sept.	3	D. & R. G. R. R.	Apples, cull	Montrose	Denver, etc.	30
19	Sept.	3	D. & R. G. R. R.	Wheat	Silt	Grand Junction	12½
20	Sept.	3	Globe Express	Fruit	Various	Longmont	140
21	Sept.	3	Globe Express	Fruit	Clifton, etc.	Peyton	153
22	Sept.	4	D. & S. L. R. R.	Track scales	Denver	Hayden	60
23	Sept.	4	D. & R. G. R. R.	Machinery	Durango	Denver	40
24	Sept.	4	D. & S. L. R. R.	Passenger	Special train rates		Various
25	Sept.	5	D. & S. L. R. R.	Fruit and vegetables	Denver	Craig	50
26	Sept.	9	D. & S. L. R. R.	Graders' outfit	Kremmling	Dawson	30
27	Sept.	10	C. B. & Q. R. R.	Corn fodder	Erie	Denver	6
28	Sept.	10	C. M. Ry.	Apples, cull	Grand Junction	Denver, etc.	30
29	Sept.	11	D. & R. G. R. R.	Horses	Alamosa	Telluride	$70.00 car
30	Sept.	11	D. & S. L. R. R.	Graders' outfit	Denver	Dawson	30
31	Sept.	12	D. & R. G. R. R.	Ore	Various	Denver	Various

EMERGENCY ORDERS—Continued

Auth. No.	Date (1914)	Granted To	Commodity	From or (Between)	To (And)	Rate in cents per 100 lbs., except as noted
32	Sept. 12	D. & R. G. R. R.	Horses	Denver	Telluride	$65.00 car
33	Sept. 14	D. & R. G. R. R.	Lumber	All stations	Estimated weights	
34	Sept. 14	D. & I. M. R. R.	Sewer pipe	Denver	Golden	Minimum
35	Sept. 14	S. L. C. R. R.	Potatoes	All stations	All stations	Minimum
36	Sept. 15	D. & S. L. R. R.	Coal	Harris, etc	Hayden	Various
37	Sept. 17	C. R. I. & P. Ry.	Cement and plaster	Portland	Limon	15½
38	Sept. 18	D. & R. G. R. R.	Mine props	Doyle	Canon City	12
39	Sept. 19	C. & S. Ry.	Silica sand	Canon Spur	Golden	80c ton
40	Sept. 21	D. & R. G. R. R.	Sheep	Somerset	Olathe	$13.00 car
42	Sept. 23	C. & S. Ry.	Crushed rock	Golden	Denver	60c ton
43	Sept. 23	D. & R. G. R. R.	Apples, cull	Salida	Denver	25
44	Sept. 23	D. & R. G. R. R.	Dump rock	Denver	Leadville	$1.50 ton
45	Sept. 25	C. R. I. & P. Ry.	Coal	Roswell	Roswell	15c ton
46	Sept. 28	D. & S. L. R. R.	Grain	Various	Various	Various
47	Sept. 28	D. & R. G. R. R.	Canned goods	Denver, etc	Eagle, etc	45
48	Sept. 28	D. & R. G. R. R.	Apples	Fruita, Loma	Alamosa, etc	45
49	Sept. 29	D. & R. G. R. R.	Ore	Jack's Cabin and Almont.	Pueblo, Blende and Minnequa	Various
50	Oct. 1	C. R. R. R.	Machinery	Redstone	Walsenburg	35
51	Oct. 3	U. P. R. R.	Vegetables	Kersey	Various	Various
52	Oct. 5	U. P. R. R.	Vegetables	Galeton, Gill	Greeley	5

53	Oct.	6	C. & S. Ry.	Lime	Ingleside	Various	Various
54	Oct.	7	D. & R. G. R. R.	Apples, cull	Fruita	Various	30
55	Oct.	8	A. T. & S. F. Ry.	Apples, cull	Various	Various	Various
56	Oct.	9	D. & R. G. R. R.	Drain tile	Pueblo	Parma	20
57	Oct.	13	D. & S. L. R. R.	Coal	Juniper	Kramer	$2.00 car
58	Oct.	14	D. & S. L. R. R.	Passenger	All stations. Parlor car	fares.	
59	Oct.	16	C. & S. Ry.	Coal	Trinidad, etc.	Alma, etc.	Various
60	Oct.	16	U. P. R. R.	Grain. Milling at Millik	en or Fort Collins		3c over rate
61	Oct.	17	U. P. R. R.	Coal	Northern Colorado	Various	Various
62	Oct.	17	C. & S. Ry.	Coal	Forbes Junction	Leadville	$3.50 ton
63	Oct.	20	D. & R. G. R. R.	Cattle	Wasson	Center	$15.00 car
64	Oct.	20	D. & R. G. R. R.	Pebbles	Parkdale	Romley	15
65	Oct.	20	D. & R. G. R. R.	Coal	Crested Butte	Jaek's Cabin	75c ton
66	Oct.	20	Denver Tramway Co.	Special Train	Golden	Denver	$30.00 train
67	Oct.	20	D. & S. L. R. R.	Passenger	All stations. Commutati	on books.	
68	Oct.	20	C. & S. Ry.	Demurrage	All stations. Refrigerator	equipment.	
69	Oct.	20	D. & R. G. R. R.	Passenger	Canon City	Stopovers	
70	Oct.	22	D. & R. G. R. R.	Ore	Ouray	Durango	22½
71	Oct.	22	D. & R. G. R. R.	Cattle	Aspen	Hotchkiss	$50.00 car
72	Oct.	22	D. & R. G. R. R.	Coal	Crested Butte	Westeliffe	$2.50 ton
73	Oct.	22	D. & R. G. R. R.	Livestock	Tioga	Denver, etc.	Various
74	Oct.	22	C. & S. Ry.	Coal	Leyden	Ridge	90
75	Oct.	24	Uintah Ry.	Potatoes	Sewell	Mack	15
76	Oct.	24	D. & S. L. R. R.	Passenger	Tourist and Home-seekers	rates.	

Auth No.	Date (1914)	Granted To	Commodity	From or (Between)	To (And)	Rate in cents per 100 lbs., except as noted
77	Oct. 26	D. & R. G. R. R.	Passenger	Extension of ticket.		
78	Oct. 26	D. & R. G. R. R.	Passenger	Freight train permit.		
79	Oct. 27	D. & R. G. R. R.	Scrap mica	Hecla Junction	Denver	$2.00 ton
80	Oct. 30	D. & R. G. R. R.	Machinery	Creede	Coke Ovens	55
81	Oct. 30	U. P. R. R.	Switching, vegetables.	Absorption at Greeley.		
82	Oct. 30	D. & S. L. R. R.	Graders' outfit	Kremmling	Dawson	30
83	Nov. 4	U. P. R. R.	Canned goods	Various	Pueblo, etc.	Various
84	Nov. 4	R. G. S. R. R.	Transportation, care-takers with fruit and vegetables.			
85	Nov. 4	D. & R. G. R. R.	Switching	Canon City	Canon City	2⅝
86	Nov. 4	D. & R. G. R. R.	Cotton seed cake	Walsenburg	Hooper	25
87	Nov. 5	C. & W. Ry.	Grain	Tercio	Various	Various
88	Nov. 5	C. & S. Ry.	Dried beans	Ault	Loveland, etc.	15
89	Nov. 5	D. & R. G. R. R.	Passenger	Denver, etc.	Alamosa, etc.	Hunters' fares
90	Nov. 6	D. & R. G. R. R.	Passenger	Denver, etc.	Moffat, etc.	Routing
91	Nov. 6	C. & S. Ry.	Ore	Mayo	Breckenridge	50c ton
92	Nov. 9	S. L. C. R. R.	Passenger	All stations	Party fares	Various
93	Nov. 9	A. T. & S. F. Ry.	Vegetables	U. P. R. R.	Various	Various
94	Nov. 10	C. M. Ry.	Fire brick	Cardiff	Sopris	25
95	Nov. 12	Globe Express	Meat	Grand Junction	Cameo	40
96	Nov. 16	D. & S. L. R. R.	Sawdust	Fraser, etc.	Harris	10
97	Nov. 16	F. & C. C. R. R.	Machinery	Cripple Creek	Denver	20

98	Nov. 16	D. & S. L. R. R.	Classes	Oberon	All stations	Various
99	Nov. 16	Western Trunk Line Comm., Capacities of tank cars, Circular No. 6-I.				
100	Nov. 18	D. & R. G. R. R.	Rails, etc.	Colorado Springs	Portland	$2.75 ton
101	Nov. 19	All carriers	Various	All stations	Belgian Relief, account assembling shipments	Free
102	Nov. 20	D. & R. G. R. R.	Ore	Dolores	Placerville	$1.50 ton
103	Nov. 20	D. & S. L. R. R.	Christmas trees	Fraser	Denver	25
104	Nov. 25	D. & R. G. R. R.	Cattle	Tiffany	Mancos	$25.00 car
105	Nov. 25	D. & R. G. R. R.	Coal	Robinson	Pictou	$5.00 car
106	Nov. 27	Western Trunk Line Comm., Capacities of tank cars, Circular and Supplements.				

Part VII
Informal Reparation Claims Allowed

COMPLAINTS IN WHICH REPARATION WAS AUTHORIZED ON INFORMAL PLEADINGS

From January 1, 1913, to August 12, 1914

1. Atchison, Topeka & Santa Fe Ry., January 6, 1913. Refund of $14.26 to The L. A. Watkins Mdse. Co., (Denver.) on shipment of sheep-dip Denver to Weitzer and Weitzer to Denver. Carrier's delay.

2. Union Pacific R. R. January 21, 1913. Refund of $9.88 to H. Cohen (Denver) on shipments of empty bottles Fort Collins to Denver between December 8, 1911 and January 21, 1913. Excessive rate.

3. Denver & Rio Grande R. R. January 22, 1913. Refund of $9.49 to Victor American Fuel Co., (Denver) on shipment of brick Hastings to Maitland. Excessive rate.

4. Colorado & Southern Ry. January 22, 1914. Refund to basis of one-half rate on carload ore Salina to Denver account worthless and refused by consignee.

5. Denver & Intermountain R. R. February 4, 1913. Refund to Denver, Northwestern & Pacific Ry. Receivers, to basis of 13.1 cents per 100 lbs., on coal from Leyden to Leyden Junction on or since May 1, 1912. Excessive rate.

6. Denver & Rio Grande R. R. February 19, 1913. Refund to Western Sugar & Land Co., (Grand Junction) of $190.42 on two carloads of sugar Grand Junction to Minnequa. Excessive rate.

7. Colorado & Southern Ry. February 19, 1913. Refund of $11.81 to Rocky Mountain Fuel Co. (Denver) on carload slack coal Louisville to Greeley. Excessive rate.

8. Colorado & Southern Ry., February 19, 1913. Refund as follows on ore and concentrates. Excessive rates.

To	
Chamberlain-Dillingham Ore Co.	$142.50
Breckenridge to Denver.	
American Smelting & Refining Co.	37.50
Breckenridge to Denver.	
Western Chemical Co.	262.50
Kokomo to Denver.	
Western Chemical Co.	163.87
Leadville to Denver.	
American Smelting & Refining Co.	225.00
Breckenridge to Pueblo.	
Total	$831.37

9. Denver & Rio Grande R. R. March 5, 1913. Refund of $2.06 to Victor American Fuel Co. (Denver) on shipment of fire clay and fire brick Hastings to Maitland. Excessive rate.

10. Colorado & Southern Ry. March 5, 1913. Refund to basis of one-half rate on carload of ore Salina to Denver account worthless and refused by consignee.

11. Colorado Midland Ry., March 5, 1913. Refund to Grand Junction Seed Co., (Grand Jct.) to basis of 80 cents per 100 lbs., on less carload shipment of onion seeds Denver to Grand Junction. Excessive rate.

12. Chicago, Burlington & Quincy R. R. March 5, 1913. Refund of $18.75 to Longmont Produce Exchange Co., (Longmont) switching charges on coal at Longmont. Excessive rate.

13. Colorado Midland Ry., March 6, 1913. Refund to shippers on carload shipments of sawdust Haver and Wing to Denver since February 11, 1913 to basis of 30,000 lbs., minimum weight. Excessive minimum.

14. Denver & Rio Grande R. R. March 6, 1913. Refund of $6.80 to Victor American Fuel Co. (Denver) on shipment of boiler Tioga to Hastings. Excessive rate.

15. Atchison, Topeka & Santa Fe Ry. March 18, 1913. Refund of $14.97 to Colorado Portland Cement Co. (Denver) on shipment of cement Denver to Kersey. Shipment damaged at Denver by water and shipper not notified.

16. Colorado & Southern Ry. March 18, 1913. Refund of $115.52 to Great Western Sugar Co., on carload shipments of beet-pulp Longmont to Berthoud. Excessive rate.

17. Colorado & Southern Ry. March 18, 1913. Refund of $8.83 to Krille-Nichols Wool & Hide Co. (Trinidad) on shipment of hides Denver to Trinidad. Excessive rate.

18. Union Pacific R. R. March 18, 1913. Refund to shippers to basis of actual weight with minimum weight of 50,000 lbs., on shipments of coal Dacona and Puritan to Denver since January 31, 1913 when loaded in stock cars under 37 feet in length. Excessive minimum.

19. Union Pacific R. R. April 8, 1913. Refund to I. Rothschild & Co., (Greeley) on carload of vegetables Ione to Ault on basis of 7 cents per 100 lbs. Excessive rate.

20. Atchison, Topeka & Santa Fe Ry. April 8, 1913. Refund to El Paso County Land & Fuel Co., (Colorado Springs) on seven carloads of lignite coal Pikeview (Keystone Mine) to Cripple Creek, to basis of $1.75 per ton. Excessive rate.

21. Denver & Rio Grande R. R. April 8, 1913. Refund to Austin Candy Co. (Denver) on shipments of hay La Jara to Denver to basis of 20 cents per 100 lbs. Excessive rate.

22. Union Pacific R. R. April 8, 1913. Refund to E. C. Cochran (Fort Collins) of $26.82 on shipment of apples and vegetables Fort Collins to Deertrail. Excessive rate.

23. Denver & Rio Grande R. R. April 21, 1913. Refund to C. C. Jackson (Canon City) on five carloads of cattle Canon City to Lamar to basis of 22,000 lbs., minimum. Excessive minimum.

24. Union Pacific R. R. April 21, 1913. Refund to G. W. Deffke (Greeley) on carload of potatoes Eaton to Fort Collins to basis of 12 cents per 100 lbs. Excessive rate.

25. Colorado Midland Ry. April 23, 1913. Refund to shippers on hay shipments from Grand Valley to Palisade from April 9, 1913, to basis of actual weight when loaded to full visible capacity. Excessive minimum.

26. Colorado Midland Ry. April 28, 1913. Refund to McCracken & Hubbard (Colorado Springs) on shipment of davenport Colorado Springs to Florissant on basis of first class rate. Excessive rate.

27. Denver & Rio Grande R. R. May 7, 1913. Refund to H. W. Schiermeyer Commission Co. (Leadville) on carload of vegetables Denver to Leadville on basis of 20,000 lbs., minimum. Excessive minimum.

28. Colorado & Southern Ry. May 7, 1913. Refund to basis of one-half rate on carload of ore Salina to Denver account worthless and refused by consignee.

29. Denver & Rio Grande R. R. May 14, 1913. Refund on shipments of giant powder from Palisade to Utahline from November 16, 1912, to basis of 80 cents per 100 lbs. Excessive rate.

30. Denver & Rio Grande R. R. May 22, 1913. Refund on shipments of crushed rock carloads Trinidad to Mutual from April 12, 1913, to basis of 3 cents per 100 lbs. Excessive rate.

31. Colorado & Southern Ry. May 23, 1913. Refund of $142.64 to American Beet Sugar Co., on two cars of sugar beets Walsenburg to Pueblo. Excessive rate.

32. Colorado & Southern Ry. May 23, 1913. Refund of $116.36 to American Smelting & Refining Co., on switching charges at Leadville on 83 carloads of ore. Excessive rate.

33. Denver & Rio Grande R. R. May 23, 1913. Refund to shippers on shipments of wheat and oats carloads from Vernal and Eldredge to Montrose from February 28, 1913 on basis of 5 cents per 100 lbs. Excessive rate.

34. Union Pacific R. R. May 23, 1913. Refund to shippers on shipments of flour, carloads, Fort Collins to Carr from October 21, 1912, on basis of 15 cents per 100 lbs. Excessive rate.

35. Union Pacific R. R. May 27, 1913. Authorizing carrier to eliminate provision of absorption of switching charges on coal of a second connecting carrier, from March 1, 1913.

36. Denver & Rio Grande R. R. June 2, 1913. Refund to shippers on shipments of cement Concrete to Fort Logan from May 11, 1913, on basis of 5 cents per 100 lbs. Excessive rate.

37. Denver & Rio Grande R. R. June 2, 1913. Refund to shippers on shipments of bulk cider apples, carloads, Fruita to Canon City from December 31, 1912, on basis of 30 cents per 100 lbs. Excessive rate.

38. Denver & Rio Grande R. R. June 3, 1913. Refund to shippers on shipments of car door boards, carloads, Trinchera to Tropic from October 1, 1911, on basis of 5 cents per 100 lbs. Excessive rate.

39. Denver & Rio Grande R. R. June 4, 1913. Refund to shippers on shipments of sugar, carloads, Grand Junction to Trinidad from October 1st, 1912, on basis of 40 cents per 100 lbs. Excessive rate.

40. Denver & Rio Grande R. R. June 6, 1913. Refund to shippers on shipments of rails and fastenings, carloads, from Minnequa to Ojo from March 8, 1913, on basis of $2.37 per ton. Excessive rate.

41. Union Pacific R. R. June 19, 1913. Refund to shippers on shipments of flour, carloads, Fort Collins to Warren from October 21, 1912, on basis of 15 cents per 100 lbs. Excessive rate.

42. Union Pacific R. R. July 2, 1913. Refund to shippers on shipments of brick, carloads, Denver to Fort Collins and Greeley from May 23, 1913, on basis of 5 cents per 100 lbs. Excessive rate.

43. Denver & Rio Grande R. R. July 2, 1913. Refund to shippers on shipments of cement, carloads, Concrete to Fort Logan from September 24, 1912, on basis of 5 cents per 100 lbs. Excessive rate.

44. Denver & Rio Grande R. R. July 2, 1913. Refund to shippers on shipments of ties, carloads, Husted to Denver from June 11, 1913, on basis of 6 cents per 100 lbs. Excessive rate.

45. Colorado Midland Ry. July 3, 1913. Refund to W. E. Redman (Grand Junction), on carload of emigrant movables Cheyenne Wells to Grand Junction on basis of 45 cents per 100 lbs. Excessive rate.

46. Denver & Rio Grande R. R. July 3, 1913. Refund to shippers on shipments of lime, carloads, Wellsville and Salida to Ouray from April 24, 1913, on basis of 20,000 lbs., minimum weight. Excessive minimum.

47. Denver & Rio Grande R. R. July 17, 1913. Refund to shippers on two carloads of cattle Denver to Crestone on basis of standard gauge minimum to destination. Excessive minimum.

48. Denver & Rio Grande R. R. July 17, 1913. Refund to shippers on shipments of mine props, mine timbers and cord wood, carloads, Midland to Pikeview from June 30, 1913, on basis of 10 cents per 100 lbs. Excessive rate.

49. Denver & Rio Grande R. R. July 21, 1913. Refund to shippers on fluor spar, carloads, Wagon Wheel Gap to Minnequa from March 25, 1913, on basis of 40,000 lbs., minimum weight. Excessive minimum.

50. Colorado & Southern Ry. July 21, 1913. Refund of $132.37 to James McGonigle & Son on shipments of stone Night Hawk to Pueblo from September 10, 1912, on basis of 12 cents per 100 lbs. Excessive rate.

51. Colorado & Southern Ry. July 25, 1913. Refund of $16.10 to C. F. Cobb (Boulder) on carload of oats Louisville to Boulder. Excessive rate.

52. Atchison, Topeka & Santa Fe Ry. July 25, 1913. Refund of $32.11 to Continental Oil Co. (Denver), on carload of distillate Florence to Denver. Excessive rate.

53. Atchison, Topeka & Santa Fe Ry. August 6, 1913. Refund to Lamar Seed Co., (Lamar) on shipment of coal Ojo to Lamar on basis of $2.35 per ton. Excessive rate.

54. Colorado & Southern Ry. August 7, 1913. Refund of $285.22 to Rocky Mountain Fuel Co., on shipments of mine props Boxwood Spur to Sopris and Forbes from August 22, 1912. Excessive rate.

55. Denver & Rio Grande R. R. August 7, 1913. Refund to shippers on shipments of lime, carloads, Wellsville to Hot Springs from June 1, 1913, on basis of 20,000 minimum weight. Excessive minimum.

56. Colorado & Southern Ry. August 20, 1913. Refund of $17.10 to J. M. Jacot on carload of mining timbers Smiths Spur to Leadville. Excessive rate.

57. Colorado & Southern Ry. August 20, 1913. Refund of $14.65 to the Denver Sewer Pipe & Clay Co., (Denver) on carload of brick University Park to Denver. Excessive rate.

58. Colorado & Southern Ry. August 20, 1913. Refund of $31.23 to The Rocky Mountain Fuel Co., on four carloads of mine run coal from Simpson Mine (Lafayette) to Simpson Mine Boiler House, on January 14, 1913. Excessive rate.

59. Union Pacific R. R. August 27, 1913. Refund to W. R. Young (Tolland) on basis of five double deck cars of sheep, ten single deck cars having been furnished for carrier's convenience.

60. Denver & Rio Grande R. R. September 4, 1913. Refund of $36.14 to Standard Oil Co., on shipment gasoline Salida to Gunnison. Excessive rate.

61. Denver & Rio Grande R. R. September 4, 1913. Refund to Continental Oil Co., on shipments of oil Salida to Moffat, from May 19, 1913. Excessive rate.

62. Denver & Rio Grande R. R. September 15, 1913. Refund to Peerless Flour Mills (Canon City) on carload of bran Loveland to Canon City on basis of 18.6 cents per 100 lbs. Excessive rate.

63. Colorado & Southern Ry. September 16, 1913. Refund of $42.54 to J. E. Young on 3 carloads of brick Cowan to Denver. Excessive rate.

64. Denver & Salt Lake R. R. September 16, 1913. Refund of $123.67 to The Routt County Fuel Co. (Denver) on carload of pipe Denver to Oak Creek. Excessive rate.

65. Atchison, Topeka & Santa Fe Ry. September 18, 1913. Refund to American Beet Sugar Co., on carload of sugar Las Animas to Rocky Ford on basis of 10 cents per 100 lbs. Excessive rate.

66. Denver & Rio Grande R. R. September 18, 1913. Refund to J. F. Moore (Grand Junction) on carload of mixed fruit and vegetables Grand Junction to Colorado Springs, on basis of 60 cent rate. Excessive rate.

67. Colorado & Southern Ry. October 6, 1913. Refund of $31.84 to The Rocky Mountain Fuel Co. (Denver) on carload of mine props Boxwood Spur to Forbes Junction. Excessive rate.

68. Denver & Rio Grande R. R. October 9, 1913. Refund to shippers on shipments of lumber, carloads, Aspen to Glenwood Springs from March 13, 1913, on basis of 9 cents per 100 lbs. Excessive rate.

69. Florence & Cripple Creek R. R. October 17, 1913. Refund to Ajax Gold Mining Co. (Victor) on carload of waste rock from Golden Cycle Dump (Bull Hill) to Victor on basis of 35 cents per ton. Excessive rate.

70. Denver & Rio Grande R. R. October 27, 1913. Refund to shippers on shipments of overalls in bales Denver to Monte Vista from April 26, 1913, on basis of first class rate. Excessive rate.

71. Denver & Rio Grande R. R. November 4, 1913. Refund to shippers on shipments of grain, carloads, Monument to Colorado Springs from February 15, 1913, on basis of 30,000 lbs. Minimum weight. Excessive minimum.

72. Chicago, Burlington & Quincy R. R. November 11, 1913. Refund of $49.64 to Walter Mallonee (Longmont) on switching charges on coal shipments at Longmont. Absorbed switching.

73. Atchison, Topeka & Santa Fe Ry. November 14, 1913. Refund of switching charges to shippers on carload shipments at Canon City when originating on line east of Pueblo. Absorbed switching.

74. Atchison, Topeka & Santa Fe Ry. November 15, 1913. Refund of switching charges to shippers of carload shipments of wheat at Canon City when originating at Las Animas. Absorbed switching.

75. Atchison, Topeka & Santa Fe Ry. November 15, 1913. Refund of switching charges to Arkansas Valley Ry. Light & Power Co., (Canon City) on carload shipments of coal within plant, on basis of $2.00 per car. Excessive rate.

76. Atchison, Topeka & Santa Fe Ry. November 18, 1913. Refund to Lamar Milling & Elevator Co. (Lamar) on 3 carloads of wheat Denver to Lamar on basis of actual weight. Excessive minimum.

77. Denver & Rio Grande R. R. November 18, 1913. Refund to shippers on shipments of coal, carloads, Orman to Eno from November 15, 1913, on basis of $2.10 per ton. Excessive rate.

78. Colorado Midland Ry. December 2, 1913. Refund to Mrs. A. R. Fuller (Grand Junction) on a shipment of household goods Denver to Grand Junction on basis of 70 cents per 100 lbs. Excessive rate.

79. Denver & Rio Grande R. R. December 2, 1913. Refund to Nelson Brothers Fruit Co., (Paonia) of $76.02 on carload of apples Bell Creek to Aguilar. Excessive rate.

80. Union Pacific R. R. December 8, 1913. Refund of $15.88 to H. E. Johnson on carload of horses Denver to Crook. Excessive rate.

81. Denver & Rio Grande R. R. December 12, 1913. Refund to Wright & Morgan (Canon City) on 3 carloads of beet-pulp Pueblo to Canon City to basis of 20 cents per ton. Excessive rate.

82. Denver & Rio Grande R. R. December 12, 1913. Refund to shippers on 7 carloads of ore Deneen Spur to Salida on basis of $1.25 per ton. Excessive rate.

83. Colorado & Southern Ry. December 12, 1913. Refund of $112.74 to Empson Packing Co., (Longmont) on 4 carloads of tomatoes Powars to Longmont on basis of 7 cents per 100 lbs. Excessive rate.

84. Denver & Rio Grande R. R. December 12, 1913. Refund of $12.85 to W. J. Clark (Monte Vista) on carload of potatoes Haywood to Monte Vista. Excessive rate.

85. Denver & Rio Grande R. R. December 29, 1913. Refund of $50.25 to Jones Brothers & Co., (Denver) on carload of apples Olathe to Denver. Excessive rate.

86. Denver & Salt Lake R. R. December 30, 1913. Refund to The Rocky Mountain Fuel Co., on follow car of mine props Fraser to Louisville on basis of original car. Excessive minimum.

87. Union Pacific R. R. January 21, 1914. Refund on shipment one bundle of rugs Briggsdale to Denver on basis of first class rate. Excessive rate.

88. Denver & Salt Lake R. R. January 21, 1914. Refund on shipments of wheat, carloads, Dawson to Craig, from December 10, 1913 on basis of 10 cents per 100 lbs. Excessive rate.

89. Union Pacific R. R. January 22, 1914. Refund on shipments of coal, carloads, Berwind to Greeley from November 10, 1913 on basis of $2.50 per ton. Excessive rate.

90. Denver & Rio Grande R. R. January 23, 1914. Refund on shipments of petroleum gas oil, carloads, Florence to Telluride (El Paso County) from June 27, 1913 on basis of 15 cents per 100 lbs. Excessive rate.

91. Colorado Midland Ry. January 23, 1914. Refund on shipments of ice, carloads, Norrie to Grand Valley from January 1, 1914 on basis of 7.5 cents per 100 lbs. Excessive rate.

92. Denver & Rio Grande R. R. January 23, 1914. Refund on shipments of ore, carloads, valuation not over $8.00 per ton, Leadville to Pueblo from September 18, 1913 on basis of 7.5 cents per 100 lbs. Excessive rate.

93. Colorado & Southern Ry. January 24, 1914. Refund of $30.00 to the Eaton Milling & Elevator Co., on 2 carloads of bran Windsor and Hurrich to Trinidad milling in transit at Eaton. Excessive rate.

94. Denver & Rio Grande R. R. January 30, 1914. Refund on shipment of gas oil, carloads, Florence to Red Cliff and Belden from December 9, 1913, on basis of 30 cents per 100 lbs. Excessive rate.

95. Denver & Rio Grande R. R. February 17, 1914. Refund of $8.74 to the Sunnyside Coal Mining Co., switching charge on carload of coal Strong to Yuma which accrued at Denver. Excessive rate.

96. Colorado Midland Ry. February 20, 1914. Refund on shipment of signal oil Colorado City to De Beque on basis of minimum charge of $1.10. Excessive rate.

97. Denver & Rio Grande R. R. February 20, 1914. Refund on shipments of apples Hermosa to Pagosa Springs on basis of 45 cents per 100 lbs. Excessive rate.

98. Denver & Rio Grande R. R. February 24, 1914. Refund on shipments of sugar beets, carloads, Fruitvale, Olathe and Antlers to Grand Junction on basis of actual weight, account season clean up.

99. Denver, Boulder & Western R. R. February 26, 1914. Refund on shipments of low grade tungsten ore Sugar Loaf to Lakewood from February 16, 1914 on basis of $1.00 per ton. Excessive rate.

100. Denver & Rio Grande R. R. February 26, 1914. Refund on shipments of apples, carloads, Colburn Spur to Lake City from November 17, 1913 on basis of 30 cents per 100 lbs. Excessive rate.

101. Union Pacific R. R. February 28, 1914. Refund on shipments of hay, carloads, from October 30, 1913, Bunyan to Cheyenne Wells and Kit Carson on basis of 15 cents per 100 lbs. Excessive rate.

102. Union Pacific R. R. March 4, 1914. Refund on shipments of coal Louisville to Sable from September 30, 1913 on basis of $1.60 per ton. Excessive rate.

103. Denver & Rio Grande R. R. March 4, 1914. Refund on shipments of sugar beets, carloads, Mounds to Grand Junction from November 1, 1913 on basis of 67.5 cents per ton. Excessive rate.

104. Denver & Rio Grande R. R. March 5, 1914. Refund on shipment of household goods Trinidad to Glenwood Springs on basis of valuation not over $10.00 per cwt. Excessive rate.

105. Denver & Rio Grande R. R. March 9, 1914. Refund on shipment of crackers, less carloads, Denver to Paonia from February 16, 1911, on basis of $1.20 per 100 lbs. Excessive rate.

106. Denver & Rio Grande R. R. March 10, 1914. Refund of passenger fares Antonito to Del Norte sold on January 17, 1914, on basis of one fare for the round trip account train service not allowing return within ticket limit. Excessive rate.

107. Union Pacific R. R. March 17, 1914. Refund of $15.25 to Brule & Bourke Commission Co., icing charges on carload of peaches Palisade to Greeley. Excessive rate.

108. Union Pacific R. R. March 20, 1914. Refund on shipments of anthracite coal, carloads, Denver to Weldon on basis of $1.70 per ton and Denver to Snyder on basis of $1.90 per ton, from June 1, 1913. Excessive rate.

109. Denver & Rio Grande R. R. March 24, 1914. Refund of $26.00 on carload of fruit Clifton to Grand Valley. Excessive rate.

110. Denver & Rio Grande R. R. March 30, 1914. Refund on shipments of flour, feed and bran, carloads, La Veta to Alamosa from February 7, 1914 on basis of 20 cents per 100 lbs. Excessive rate.

111. Colorado & Southern Ry. April 6, 1914. Refund of $21.87 to A. I. Lindsay (Aguilar) on carload of coal Southwestern Mine to Aguilar. Excessive rate.

112. Colorado & Southern Ry. April 6, 1914. Refund on shipments of coal carloads, Canon City to Romley from December 1, 1913, on basis of $2.95 per ton. Excessive rate.

113. Denver & Rio Grande R. R. April 7, 1914. Refund to agent at Walsenburg of $8.40 on carload of potatoes Walsenburg to La Veta. Relief.

114. Denver & Rio Grande R. R. April 10, 1914. Refund on shipments of malt, carloads, Del Norte to Trinidad from April 4, 1914, on basis of 30,000 lbs., minimum weight. Excessive minimum.

115. Colorado & Southern Ry. April 11, 1914. Refund on shipments of coal, carloads, Robinson Mine to Walsenburg from February 1, 1914, on basis of 35 cents per ton. Excessive rate.

116. Colorado Midland Ry. April 16, 1914. Refund of $2.80 to J. S. Amter on shipment of household goods Leadville to Denver. Excessive rate.

117. Denver & Rio Grande R. R. April 18, 1914. Refund of $14.00 to Mrs. S. N. Thomas of passenger fare overcharge Denver to Grand Junction. Excessive rate.

118. Colorado & Southern Ry. April 21, 1914. Refund of $51.50 to Ben Grimes on carload shipments of scrap iron and brick Utah Junction to Denver. Excessive rate.

119. Denver & Rio Grande R. R. April 24, 1914. Refund on shipments of apples, carloads, Hotchkiss to Walsenburg stored in transit at Pueblo from October 31, 1913. Excessive rate.

120. Union Pacific R. R. April 27, 1914. Refund of $15.50 to John Fike of passenger fare Denver to Greeley. Excessive rate.

121. Atchison, Topeka & Santa Fe Ry. May 1, 1914. Refund on shipments of coal, carloads, Cameron to Fowler and Lamar from January 12, 1914 on basis of $2.15 per ton to Fowler and $2.65 per ton to Lamar. Excessive rate.

122. Union Pacific R. R. May 1, 1914. Refund of $48.15 to the Howard Hardware & Implement Co. (Arapahoe) on carload of coal, La Veta to Arapahoe. Excessive rate.

123. Denver & Rio Grande R. R. May 4, 1914. Refund on shipments of grinding pebbles, carloads, Poncha Junction and Cleora to Romley from February 20, 1914 on basis of $2.25 per ton. Excessive rate.

124. Denver & Rio Grande R. R. May 4, 1914. Refund on shipments of flour and grain, carloads, Montrose to Vanadium from March 14, 1914 on basis of 25 cents per 100 lbs. Excessive rate.

125. Denver & Rio Grande R. R. May 13, 1914. Refund on shipments of livestock, carloads, switching charges at Pueblo when originating at local points on line. Switching absorbed.

126. Denver & Rio Grande R. R. May 14, 1914. Refund on shipments of crackers, less carload, Denver to Hotchkiss from February 16, 1911 on basis of $1.14 per 100 lbs., and from Denver to Austin on basis of $1.04 per 100 lbs. Excessive rate.

127. Denver & Rio Grande R. R. May 15, 1914. Refund of $3.55 to Pueblo Gas & Fuel Co., switching charge on carload of coke Pueblo to Salida, which accrued at Pueblo. Absorbed switching.

128. Denver & Rio Grande R. R. May 27, 1914. Refund on shipments of silica rock, carloads, Parkdale to Blende, from March 28, 1914, on basis of 3.5 cents per 100 lbs. Excessive rate.

129. Union Pacific R. R. May 27, 1914. Refund of $24.00 to Denver Elevator Co., on carload of corn Denver to Sable. Excessive rate.

130. Colorado & Southern Ry. May 29, 1914. Refund of $36.00 to the Colorado Ice & Cold Storage Co., on shipments of sawdust, carloads, Denver to Maddox from December 11, 1913. Excessive rate.

131. Colorado & Southern Ry. May 29, 1914. Refund of $147.70 to the Mary Murphy Gold Mining Co., on shipments of grinding pebbles from Buena Vista and Macune to Romley. Excessive rate.

132. Atchison, Topeka & Santa Fe Ry. June 5, 1914. Refund on shipment of sand, carload, Pueblo to El Moro on basis of 4 cents per 100 lbs. Excessive rate.

133. Colorado & Southern Ry. June 8, 1914. Refund of $36.56 to the Mutual Mine on carload of coal from Sherman Mine to Mutual Mine. Excessive rate.

134. Colorado & Southern Ry. June 8, 1914. Refund of $12.72 to A. I. Lindsay on carload of coal Primrose to Aguilar. Excessive rate.

135. Denver & Rio Grande R. R. June 9, 1914. Refund on shipments of flour and bran, carloads, Longmont and Berthoud to Fountain from February 7, 1914 on basis of 20 cents per 100 lbs. Excessive rate.

136. Denver & Rio Grande R. R. June 11, 1914. Refund on shipments of flour and cereals, carloads, Walsenburg to Alamosa from April 29, 1913, on basis of 20 cents per 100 lbs. Excessive rate.

137. Rio Grande Southern R. R. June 11, 1914. Refund on shipments of seed potatoes, less carload, Ridgeway to Durango from April 25, 1914, on basis of 40 cents per 100 lbs. Excessive rate.

138. Atchison, Topeka & Santa Fe Ry. June 27, 1914. Refund on shipments of coal, carloads, Walsenburg to Manzanola from February 23, 1914, on basis of $2.15 per ton. Excessive rate.

139. Rio Grande Southern Ry. July 1, 1914. Refund on shipments of potatoes, less carloads, between all stations from May 1, 1914 on basis of fourth class rate. Excessive rate.

140. Denver & Rio Grande R. R. July 1, 1914. Refund on shipments of clay, originating at stations on Colorado-Kansas Ry, from Pueblo to Blende from June 7, 1913, on basis of $4.00 per car. Excessive rate.

141. Denver & Rio Grande R. R. July 3, 1914. Refund on shipments of ore, carloads, Leavick to Salida from November 17, 1913, on basis of $3.00 per ton. Excessive rate.

142. Denver & Rio Grande R. R. July 8, 1914. Refund on shipments of flour and cereals, carloads, Walsenburg to Alamosa from February 7, 1912, on basis of 20 cents per 100 pounds. Excessive rate.

143. Denver & Rio Grande R. R. July 13, 1914. Refund of $6.46 switching charge on carload of ore Rico to Denver. Relief agent.

144. Denver & Rio Grande R. R. July 13, 1914. Refund on shipments of sheep, carloads, Roswell to Tennessee Pass and Pando, from May 28, 1914 on basis of 13 cents per 100 lbs. Excessive rate.

145. Colorado Midland Ry. July 20, 1914. Refund of $50.40 to A. V. Hunter on shipment of automobile Denver to Leadville. Excessive rate.

146. Denver & Rio Grande R. R. August 5, 1914. Refund of $28.51 to the Arkansas Valley Railway, Light & Power Co., on shipments of coal Black Canon to Pueblo. Excessive rate.

147. Colorado & Southern Ry. August 6, 1914. Refund of $2.00 to Sam Cohen on carload of ties Glen Cliffe to Buena Vista. Excessive rate.

From August 12, 1914, to December 1, 1914.

1. Union Pacific R. R. August 12, 1914. Refund on shipment of household goods Greeley to Denver on basis of first class rate. Excessive rate.

2. Denver & Rio Grande R. R. August 21, 1914. Refund on shipments of ore and concentrates Ohio City to Salida from July 29, 1914 on basis of 12.5 cents per 100 lbs. Excessive rate.

3. Denver & Rio Grande R. R. September 31, 1914. Refund of $3.55 to Mrs. Mary Moore (Niwot) on ticket Denver to Pueblo on through trip to Grand Junction. Excessive rate.

4. Denver & Rio Grande R. R. September 3, 1914. Refund on shipment of household goods Denver to Colorado Springs on basis of first class rate. Excessive rate.

5. Denver & Rio Grande R. R. September 11, 1914. Refund on shipments of anthracite coal Horace to Manitou from August 12, 1914 on basis of $3.85 per ton. Excessive rate.

6. Denver & Rio Grande R. R. September 15, 1914. Refund on shipments of wrought iron pipe, carloads, Mutual to Walsen Mine from September 3, 1914, on basis of $3.00 per car. Excessive rate.

7. Atchison, Topeka & Santa Fe Ry. September 18, 1914. Refund on shipments of hay, carloads, Delite to Morley from July 10, 1914, on basis of 17 cents per 100 lbs. Excessive rate.

8. Denver & Rio Grande R. R. September 23, 1914. Refund of $4.61 to Denver Dry Goods Co. on shipment of two bundles of rugs Monte Vista to Denver on basis of $1.20 per 100 lbs. Excessive rate.

9. Denver & Rio Grande R. R. September 23, 1914. Refund on shipments of horses, carloads, Denver to Telluride from September 7, 1914, on basis of $65.00 per car. Excessive rate.

10. Denver & Rio Grande R. R. September 30, 1914. Refund on shipments of cast iron pipe, carloads, Mutual to Minnequa from September 3, 1914, on basis of 7.5 cents per 100 lbs. Excessive rate.

11. Denver & Rio Grande R. R. September 30, 1914. Refund on shipments of flour and bran, carloads, Berthoud to Fountain from September 1, 1913 on basis of 20 cents per 100 lbs. Excessive rate.

12. Union Pacific R. R. October 5, 1914. Refund of $18.24 to the Denver Fruit & Vegetable Grower's Association on carload of vegetables Denver to Brighton. Excessive rate.

13. Colorado Midland Ry. October 14, 1914. Refund on shipments of pintsch gas, carloads, Denver to Colorado City from April 10, 1914 on basis of 15 cents per 100 lbs. Excessive rate.

14. Colorado & Southern Ry. October 14, 1914. Refund on shipments of slack coal Marshall to Sandown from May 1, 1914 on basis of $1.20 per ton. Excessive rate.

15. Denver & Rio Grande R. R. October 22, 1914. Refund on shipments of lumber, carloads, Gunnison to Castleton from September 22, 1914, on basis of 7 cents per 100 lbs. Excessive rate.

16. Denver & Rio Grande R. R. October 23, 1914. Refund of $12.10 to Miss Celia Goldsworthy on ticket Montrose to Denver. Excessive rate.

17. Denver & Rio Grande R. R. October 28, 1914. Refund of $5.85 to the Charles Engle Mercantile Co. (Rico) on shipment of one bale of overalls Denver to Rico on basis of first class rate. Excessive rate.

18. Denver & Inter-Mountain R. R. October 30, 1914. Refund of $4.00 to Duvall-Davison Lumber Co., (Golden) demurrage charges on carload of coal at Golden.

19. Colorado & Southern Ry. October 30, 1914. Refund on shipments of coal, carloads, Buena Vista to Romley from June 26, 1914, on basis of $1.25 per ton. Excessive rate.

20. Union Pacific R. R. October 30, 1914. Absorption of switching charges paid to the Denver & Rio Grande R. R. on carloads to or from industries on Wynkoop Street, Denver, between 15th and 17th Streets. Absorbed switching.

21. Denver & Rio Grande R. R. November 4, 1914. Refund on shipment of one carload of machinery Durango to Denver on basis of actual weight account loaded to full visible capacity. Excessive minimum.

22. Denver & Rio Grande R. R. November 4, 1914. Refund on shipments of lumber Red Cliff to Cameo from August 24, 1914, on basis of estimated weights of 2,500 lbs., per 1,000 feet on rough green lumber, and 2,000 lbs., per 1,000 feet on surfaced lumber. Excessive estimated weights.

23. Denver & Rio Grande R. R. November 9, 1914. Refund on shipments of ore, carloads, Silverton to Blende from August 17, 1914, on basis of 32.5 cents per 100 lbs. Excessive rate.

24. Denver & Salt Lake R. R. November 9, 1914. Refund on 3 carloads of coal Juniper to Denver on basis of actual weight. Excessive minimum.

25. Colorado & Southern Ry. November 10, 1914. Refund on shipments of slack coal, carloads, Lonisville to Sandown, from May 1, 1914, on basis of $1.20 per ton. Excessive rate.

26. Union Pacific R. R. November 10, 1914. Refund on shipments of vegetables, carloads, switched at Greeley when originating at Powars. Absorbed switching.

27. Denver & Rio Grande R. R. November 18, 1914. Refund on shipments of wire and nails, carloads, Minnequa to Telluride from July 30, 1914, on basis of 95 cents per 100 lbs. Excessive rate.

28. Chicago, Rock Island & Pacific Ry. November 23, 1914. Refund on shipments of sheep manure, carloads, Simla to Colorado Springs from February 2, 1914, on basis of 5 cents per 100 lbs. Excessive rate.

29. Denver & Rio Grande R. R. November 23, 1914. Refund on shipments of sheep, carloads, Somerset to Delta from October 10, 1914 on basis of $10.00 per car. Excessive rate.

30. Denver & Rio Grande R. R. November 23, 1914. Refund on shipments of window hollands, less carload, Denver to Colorado Springs from October 1, 1914 on basis of 30 cents per 100 lbs. Excessive rate.

Part VIII

Mileage of Steam and Electric Carriers

MILEAGE (SINGLE-TRACK) OF STEAM AND ELECTRIC OWNED AND OPERATED RAILROADS IN COLORADO AS OF DECEMBER 1, 1914.

NAME OF CARRIER	STEAM					ELECTRIC	
	Owned				Operated by Lease or Rights	Owned	Operated by Lease or Rights
	Standard Gauge	Narrow Gauge	Total	Proportion to Total. Per Cent.			
Argentine & Grays Peak Railway	.....	.....	.....	.....	15.90	.....	.....
Atchison, Topeka & Santa Fe Railway	512.31	.....	512.31	9.1817	.....	.....	.....
Beaver, Penrose & Northern Railway	6.49	.....	6.49	.1163	.....	.....	.....
Book Cliff Railroad	.....	12.00	12.00	.2150	.....	.....	.....
Chicago, Burlington & Quincy Railroad	394.36	.....	394.36	7.0677	34.97	.....	.....
Chicago, Rock Island & Pacific Railway	165.52	.....	165.52	2.9664	209.38	.....	.....
Colorado Railroad	103.66	3.76	107.42	1.9251	.....	.....	.....
Colorado & South-eastern Railroad	6.27	.....	6.27	.1123	14.51	.....	.....
Colorado & Southern Railway	a343.81	348.55	692.36	12.4084	245.15	.....	.....
Colorado & Wyoming Railway	36.70	.....	36.70	.6577	2.12	.....	.....
Colorado Eastern Railroad	.....	16.30	16.30	.2921	.....	.....	.....
Colorado-Kansas Railway	24.00	.....	24.00	.4301	.....	.....	.....

Colorado Midland Railway	261.10		261.10	4.6794	76.54		
Colorado Springs & Cripple Creek District Railway	74.25		74.25	1.3307		b 7.50	
Colorado, Wyoming & Eastern Railway	43.88		43.88	.7864			
Crystal River Railroad	20.60		20.60	.3691			
Crystal River & San Juan Railroad	7.32		7.32	.1331			
Denver & Intermountain Railroad	12.75		12.75	.2285	1.70	c 15.25	22.89
Denver & Interurban Railroad						22.18	31.61
Denver & Rio Grande Railroad	d986.30	592.31	1578.61	28.2918	105.42		
Denver & Salt Lake Railroad	252.35		252.35	4.5226	3.11		
Denver, Boulder & Western Railroad		45.99	45.99	.8242	.80		
Denver, Golden & Morrison Railway	1.70		1.70	.0304			
Denver, Laramie & Northwestern Railroad	52.00		52.00	.9319	4.59		
Denver Union Terminal Railway	3.41		3.41	.0611			
Florence & Cripple Creek Railroad		14.96	14.96	.2681	81.83		7.50
Georgetown & Grays Peak Railway		15.90	15.90	.2849			
Golden Circle Railroad		7.13	7.13	.1277			
Grand River Valley Railway						19.32	
Great Western Railway	57.00		57.00	1.0215			
Greeley Terminal Railway	1.36		1.36	.0207			
Manitou & Pikes Peak Railway	8.70		8.70	.1559			

MILEAGE (SINGLE-TRACK) OF STEAM AND ELECTRIC OWNED AND OPERATED RAILROADS IN COLORADO AS OF DECEMBER 1, 1914.—Continued

NAME OF CARRIER	STEAM					ELECTRIC	
	Owned				Operated by Lease or Rights	Owned	Operated by Lease or Rights
	Standard Gauge	Narrow Gauge	Total	Proportion to Total. Per Cent.			
Midland Terminal Railway	29.40		29.40	.5269			
Missouri Pacific Railway	152.12		152.12	2.7262			
Northwestern Terminal Railway	3.11		3.11	.0557			
Pueblo Union Depot & Railroad	2.45		2.45	.0439			
Rio Grande Junction Railway	62.08		62.08	1.1125			
Rio Grande Southern Railway		175.00	175.00	3.1399	4.79		
San Luis Central Railroad	12.21		12.21	.2188			
San Luis Southern Railway	31.53		31.53	.5650			
Silverton Railway		17.00	17.00	.3046			
Silverton, Gladstone & Northerly Railroad		8.25	8.25	.1476			
Silverton Northern Railroad		16.00	16.00	.2867	8.25		
Trinidad Electric Transmission Railway & Gas Co.						18.00	

Uintah Railway	.....	50.80	50.80	.9104	.....		
Union Pacific Railroad....	587.05	.....	587.05	10.5210	3.11		
Total.....	4255.79	1323.95	5579.74	100.	811.94	e 82.25	62.20

(a) Includes approximately 45.00 miles of 3d rail track.

(b) Included in steam mileage.

(c) 12.75 miles included in steam mileage.

(d) Includes 102.67 of 3d rail track.

(e) 20.25 miles included in steam mileage.

Part IX

General Index

GENERAL INDEX

Date Loaned
