

CIRCUIT COURT OF THE UNITED STATES

For the Southern District of New York.

In Equity.

-----x  
The United States of America, :

-against- :

The Joint Traffic Association; the New York Central :  
& Hudson River Railroad Company; the West Shore Rail- :  
road Company; the New York, Ontario & Western Railway :  
Company; the Erie Railroad Company; the Allegheny :  
Valley Railway Company; the Baltimore & Ohio Rail- :  
road Company; the Baltimore & Ohio Southwestern Railway :  
Company; the Central Railroad Company of New Jersey; :  
the Chesapeake & Ohio Railway Company; the Chicago :  
2 & Erie Railroad Company; the Chicago & Grand Trunk :  
Railway Company; the Cleveland, Cincinnati, Chicago :  
& St. Louis Railway Company; the Delaware, Lacka- :  
wanna & Western Railroad Company; the Detroit, Grand :  
Haven & Milwaukee Railway Company; the Grand Rapids :  
& Indiana Railroad Company; the Grand Trunk Rail- :  
way Company of Canada; the Lake Shore & Michigan :  
Southern Railway Company; the Lehigh Valley Rail- :  
road Company; the Michigan Central Railroad Company :  
the New York, Chicago & St. Louis Railroad Company; :  
the Northern Central Railway Company; the Pennsylv- :  
vania Company; the Pennsylvania Railroad Company; :  
3 the Philadelphia & Reading Railroad Company; the :  
Philadelphia, Wilmington & Baltimore Railroad Com- :  
pany; the Pittsburg & Lake Erie Railroad Company ; :  
the Pittsburg & Western Railway Company; the Pitts- :  
burg, Cincinnati, Chicago & St. Louis Railway Com- :  
pany; the Terre Haute & Indianapolis Railroad Com- :  
pany; the Toledo, Peoria & Western Railway Company; :  
the Wabash Railroad Company. :  
-----x

To the Honorable, the  
JUDGES OF THE CIRCUIT COURT OF THE UNITED STATES,  
in and for the Southern District of New York:

The United States of America, by Wallace Macfarlane,  
their attorney for the Southern District of New York, act-  
ing in this behalf under the direction of the Attorney  
4 General of the United States, on information and belief,  
complain and say:

THAT the New York Central & Hudson River Railroad Company is a corporation organized and existing under the laws of the State of New York, and having its principal place of business in the Southern District of New York.

That the West Shore Railroad Company is a corporation organized and existing under the laws of the State of New York, and having its principal place of business in the  
5 Southern District of New York.

That the Lake Shore & Michigan Southern Railway Company is a corporation organized and existing under the laws of the States of New York, Ohio, Pennsylvania, Michigan, Indiana and Illinois, and having an office for the transaction of business in the City of New York in the Southern District of New York.

That the New York, Ontario & Western Railway Company is a corporation organized and existing under the laws of the State of New York, and having its principal place of business in the Southern District of New York.

That the Erie Railroad Company is a corporation organized and existing under the laws of the State of New York, and having its principal place of business in the Southern District of New York.

6 That the Allegheny Valley Railway Company, the Delaware, Lackawanna & Western Railroad Company; the Lehigh Valley Railroad Company; the Pennsylvania Company; the Pennsylvania Railroad Company; the Philadelphia, & Reading Railroad Company; The Philadelphia, Wilmington & Baltimore Railroad Company; the Pittsburg & Western Railway Company; the Pittsburg, Cincinnati, Chicago & St. Louis Railway Com-  
7

pany are, and each of them is, a railroad corporation organized and existing under the laws of the State of Pennsylvania.

That the Baltimore & Ohio Railroad Company, and the Northern Central Railway Company are corporations organized and existing under the laws of the State of Maryland.

That the Baltimore & Ohio Southwestern Railway Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company are corporations organized and existing under the laws of the States of Ohio, Indiana and Illinois; that the Pittsburg and Lake Erie Railroad Company is a corporation organized and existing under the laws of the States of Ohio and Pennsylvania.

That the Chesapeake & Ohio Railway Company is a corporation organized and existing under the laws of Virginia and West Virginia.

That the Chicago & Grand Trunk Railway Company; the Detroit, Grand Haven & Milwaukee Railway Company; the Grand Rapids & Indiana Railroad Company; the Michigan Central Railroad Company, are corporations organized and existing under the laws of the State of Michigan.

9 That the Central Railroad Company of New Jersey is a corporation organized and existing under the laws of the State of New Jersey.

That the Chicago & Erie Railroad Company and the Terre Haute & Indianapolis Railroad Company are corporations organized and existing under the laws of the State of Indiana.

10 That the Toledo, Peoria & Western Railway Company is a corporation organized and existing under the laws of the State of Illinois.

That the New York, Chicago & St. Louis Railroad Company is a corporation organized and existing under the laws of the States of New York, Pennsylvania, Ohio and

Indiana.

That the Wabash Railroad Company is a corporation organized and existing under the laws of the States of 11 Missouri, ~~Iowa~~, Ohio, Michigan, Illinois, and Indiana.

That the Grand Trunk Railway Company of Canada is a railroad corporation organized and existing under the laws of the Dominion of Canada.

That the Joint Traffic Association is a voluntary association organized under certain "Articles of Organization", entered into and executed by the several railroad and railway companies hereinbefore named, all of which will hereafter be more particularly set forth, and the principal place of business of said Joint Traffic Association is in the City of New York in the Southern District of New York.

12 That all the defendants are common carriers, incorporated as aforesaid, either by special charters granted by the several states of the United States, or under the public statutes of such states, as hereinbefore more particularly set forth; and as such common carriers, at all the days and times hereinafter mentioned, and prior thereto were and still are engaged in the transportation of freight  
13 and passengers, either separately or in connection with each other, in trade and commerce continuously carried on among the several states of the United States, and among and between the several states of the United States and the territories thereof, and between such states and territories and foreign countries, and from places in the United

States through foreign countries to other places in the United States.

That prior to the 19th day of November, 1895, the defendants above named and more especially the Baltimore & Ohio Railroad Company with the railroads constituting in union with it what is termed in said agreement the Baltimore and Ohio system; the Chesapeake & Ohio Railway Company with the railroads constituting in union with it what is termed in said agreement the Chesapeake & Ohio system; the Erie Railroad Company with the railroads constituting in union with it what is termed in said agreement the Erie system; the Grand Trunk Railway Company of Canada with the railroads constituting in union with it what is termed in said agreement the Grand Trunk system; the Delaware, Lackawanna & Western Railroad Company with the railroads constituting in union with it what is termed in said agreement the Lackawanna system; the Lehigh Valley Railroad Company with the railroads constituting in union with it what is termed in said agreement the Lehigh Valley system; the Pennsylvania Railroad Company with the railroads constituting in union with it what is termed in said agreement the Pennsylvania system; the New York Central & Hudson River Railroad Company; the Lake Shore & Michigan Southern Railway Company, the Michigan Central Railroad Company, the West Shore Railroad Company and the other railroads constituting in union with the said four last mentioned companies what is termed in said agreement the Vanderbilt system; and the Wabash Railroad Company with the railroads constituting in union with it what is termed in said agreement the Wabash system, with their leased, controlled or operated lines, owned, operated and controlled separate railroad lines or systems engaged with their connections in-

17 dependently in trade and commerce among the states and territories of the United States and with foreign nations, and were prior to the said 19th day of November, 1895 in active competition with each other for such traffic both in freight and passengers and furnished to all persons engaged in such traffic or travel among the states and territories of the United States separate and independent <sup>and ~~competing~~ competing</sup> lines of transportation in respect to the traffic hereinafter mentioned.

18 That on or about the 19th day of November, 1895, the said railroads, unlawfully intending to restrain trade and commerce among the several states, and attempting to monopolize such trade and commerce, and intending to restrain and prevent competition among the said railroads in respect to all the inter-state trade and commerce, hereinafter more particularly described, and contriving and intending unlawfully and unjustly to deprive the public engaged in such inter-state trade and transportation of the facilities and advantages which the said public had therefore enjoyed from the independent competition of said railroads, or any of them, in respect to the traffic hereinafter more particularly described, and intending to establish and maintain rates of freight and passenger transportation fixed arbitrarily and uninfluenced by competition in respect to such traffic between the states and territories of the United States and between such states and territories and foreign countries, entered into a certain unlawful contract, agreement, combination and conspiracy, to restrain trade and commerce among the several states, in the form of a written document, entitled "Articles of Organization of the Joint Traffic Association."

19

19-A That a copy of said Articles of Organization is hereto annexed, as "Exhibit A", and as a part of this complaint.

That the said agreement establishes a Board of Managers consisting of representatives of a number of the railroad companies or systems parties thereto, and besides conferring upon said Board of Managers many other powers more particularly set forth in the said agreement Exhibit A, authorizes the said Board to construe the said agreements and all resolutions adopted thereunder; to establish rates, fares, charges and rules for governing the traffic within the scope of the agreement, to determine when the said agreement has in any respect been violated by any of the parties thereto, and, (within the maximum established by said agreement) to determine the amount of and assess the penalties for such violations and to decide and determine the amount of the monthly assessments to be levied by the railroad companies parties to said agreement as their monthly contribution to the expenses of the said Joint Traffic Association.

19-B That by the said agreement the said companies surrendered to the said Association, subject to certain exceptions hereinafter stated, all the competitive traffic passing from, to or through the western termini of the Trunk lines, namely, Toronto, Canada; Suspension Bridge, Niagara Falls, Tonawanda, Black Rock, Buffalo, East Buffalo, Buffalo Junction,

Dunkirk, and Salamanca, New York; Erie, Pittsburg and Allegheny, Pennsylvania; <sup>E</sup>Bellaire, Ohio; Wheeling, Parkersburg, Charleston, and <sup>Kenova</sup>~~Ganons~~, West Virginia, and Ashland, Kentucky; and such other points as might thereafter be designated <sup>as such termini</sup> by the Board of Managers constituted by said agreement ~~as such termini~~; also all other traffic which might pass through other junctions of the companies parties

20 thereto, which is included when passing through any of the termini or junctions above stated, or that might thereafter be designated by said Board of Managers; and all such other traffic as, by common consent of the parties to said agreement, might thereafter be included within the scope of the same. All subject to the following exceptions only:

Coal, coke, iron ore, mill cinder, lime stone and petroleum crude or refined, and traffic destined to or coming from Florida, Georgia, North and South Carolina,

21 Virginia and West Virginia, South of the south line of the Chesapeake & Ohio Railway.

That the traffic first above described constitutes a considerable and important part of all the freight and passenger traffic carried on between the several states and territories of the United States <sup>between them and</sup> and adjacent foreign countries, and, prior to the consummation of the oppressive and unlawful contract, agreement, combination and conspiracy aforesaid, the said railroad companies <sup>and systems</sup>, or many of

22 them, were in active, open, independent competition with each other for said traffic, to the great advantage of the public engaged in said traffic, and to the great benefit



and advantage of the United States.

That in and by the terms of the aforesaid unlawful contract, agreement, combination and conspiracy, as set forth in the said Articles of Organization, "Exhibit A", the said railroad companies, parties thereto, in order to terminate all competition among themselves for the freight and passenger traffic aforesaid, unlawfully agreed to sur-  
23 render the control of such traffic to the Board of Managers created by the terms of the said agreement or articles of organization as aforesaid; and further agreed, in pursuance of their said unlawful purpose, to terminate existing through, co-operative and commission freight lines, or to limit the business of the same; to abandon all independent agencies for soliciting or contracting for any of the freight or passenger traffic within the scope of the said Articles of Organization, and to vest in the said Board of Managers full authority to organize joint freight and passenger agencies, as they might deem desirable; and each and every of the said companies, in and by the said Articles of Organization, agreed not to maintain, directly or indirectly, in respect to the traffic covered by said agreement, any freight or passenger agency except with the approval of the said Board of Managers, and to employ nobody in soliciting or contracting for any of such traffic to whom the said Board of Managers should object; and the  
25 said companies, in and by the said agreement, surrendered to the said Board of Managers full and absolute control over all the said competitive inter-state traffic and commerce, hereinbefore more particularly described, as

within the scope of said agreement.

And in and by the said agreement the said companies, unlawfully and in restraint of trade and commerce among the several states, agreed that the said Board of Managers, to whom full control of all the aforesaid competitive traf-  
26 fice was surrendered and entrusted by the terms of said agreement, should divide the said competitive traffic among the railroad Companies, parties to said agreement in such proportions as they the said Board of Managers should determine, thereby unlawfully combining a large part of the freight business of the aforesaid several competing railroads and railroad systems, restraining and preventing competition among the said railroads in respect to all such competitive traffic, and thereby unlawfully re-  
27 ing to monopolize a part of such inter-state trade and commerce.

That the said several railroads and systems, parties to said contract, agreement or articles of organization aforesaid, in and by the said agreement or articles of organization, and in furtherance of their aforesaid unlawful purpose to restrain inter-state trade and commerce by  
28 unlawfully pooling or combining the large and important part thereof, hereinbefore described, and for which, prior to the date of said agreement, the said railroads or many of them were actively and independently competing, to the great advantage of the public, and of the United States,

both in facilities and in rates, fares and charges, unlawfully agreed that the Board of Managers created by said agreement and thereby charged with the execution thereof, should have power to establish the rates, fares and charges for carrying such traffic, both freight and passenger; and conferred upon said Board of Managers full power to determine, when in their judgment necessary, the divisions of such rates, fares and charges between connecting companies, parties to said agreement, and between companies parties to said agreement and other railroad companies connecting with the parties to said agreement, or any of them; thereby unlawfully, and in restraint of inter-state trade and commerce, contracting, agreeing and combining among themselves for the division between them of a portion of the earnings of the said several railroad companies, parties to the said agreement or Articles of Organization.

30 That in and by said agreement or articles of organization the railroad companies and systems aforesaid, parties thereto, further to carry out and achieve their oppressive and illegal purposes aforesaid, agreed that any failure to abide by the rates, fares and charges to govern the inter-state traffic and commerce aforesaid, as established by the Board of Managers aforesaid, should be deemed a violation of said agreement or articles of organization, 31 and that the company or companies committing such violation should be subjected to severe fines and penalties, in said agreement termed "forfeitures"; that is to say, the said several railroad companies, parties to the said

agreement, contracted and agreed that for any action by any party to said agreement, which, in the judgment of the said Board of Managers, should constitute a violation of said agreement, the offending company should forfeit to the Association a sum or fine or penalty, to be fixed by the said Managers, not exceeding \$5,000, with power to the  
32 said Managers, where the gross receipts of any railroad company, party to said agreement, from the transaction held by the said Managers to be a violation of said agreement, should exceed \$5,000, to fix the said fine, penalty or forfeiture, in their discretion at a sum equal to the whole of such gross receipts.

That for the further manifold, unjust, oppressive and unlawful provisions of said agreement or articles of organization, therein inserted in furtherance of the purpose of the said railroad companies, parties thereto, to  
33 combine their freight and divide their earnings, or some portion thereof, and in other respects to restrain and monopolize trade and commerce among the several states and territories of the United States, reference is made to the copy of said agreement, herewith annexed as "Exhibit A.", as a part of this complaint.

That in and by the terms of said agreement it is provided, subject to the right of any company to retire  
34 therefrom upon giving ninety days' written notice, that the said agreement shall take effect on January 1st, 1895, and continue in existence for five years thereafter.

That it is further provided in said agreement that the Board of Managers, therein created and charged with the

duty of executing the same, shall have their principal office in the City of New York in the Southern District of New York.

That the said Board of Managers, has been organized under said agreement, and consists of the following named  
35 officers and agents of a number of the railroad companies, parties to said agreement, to wit:

H. J. Hayden, Second Vice-President of the New York Central & Hudson River Railroad Company (Chairman); John Burton, General Freight Agent of the Grand Trunk Railway Company of Canada; George G. Cochran, Fourth Vice-President of the Erie Railroad Company; John B. Garrett, Third Vice-President of the Lehigh Valley Railroad Company; D. S.  
36 Gray, General Agent of the Pennsylvania Railroad Company; E. A. Hegeman, Traffic Manager of the Delaware, Lackawanna & Western Railroad Company; Milton Knight, Traffic Manager of the Wabash Railroad Company; Oscar G. Murray, Second Vice-President of the Chesapeake & Ohio Railroad Company; and Orlando Smith, First Vice-President of the Baltimore & Ohio Railroad Company.

37 That the said railroad companies are preparing to put into full operation all the provisions of their said unlawful agreement or articles of organization aforesaid, and, through their Board of Managers and other officers, are now actively holding meetings in the City of New York and Southern District of New York for such unlawful purpose --all to the great detriment and disadvantage of the public and in violation of the laws of the United States in this behalf.

IN CONSIDERATION WHEREOF, the United States of  
38 America pray your Honors to adjudge and decree that the  
said agreement is unlawful, null and void, and that the  
defendants, and each and every of them, and their officers,  
agents and servants and each and every of them be enjoined,  
perpetually, from continuing in the combination or Asso-  
ciation established by the said agreement, and from acting  
or in any way operating their roads thereunder, either in  
respect to the provisions of said agreement, by which all  
the competitive traffic therein described is surrendered  
to a Board of Managers, to be divided by said Managers  
among the several companies parties to the agreement, or in  
39 respect to the establishment of rates, fares and charges  
by said Board of Managers, or in respect to the division  
among the several companies, parties to said agreement, by  
said Board of Managers, of the said rates, fares and  
charges for the transportation of the freight and passen-  
ger traffic within the scope of said agreement, or in  
any other respect whatever; and for such other and further  
40 relief in the premises as the nature of the case shall re-  
quire, and as to the Court shall seem fit.

And to the end that the United States of America  
may obtain the relief to which they are justly entitled in  
the premises, may it please your Honors grant unto them  
writs of subpoena directed to the said The Joint Traffic  
Association; the New York Central & Hudson River Railroad  
Company; the West Shore Railroad Company; the New York,  
Ontario & Western Railway Company; the Erie Railroad Com-  
pany; the Allegheny Valley Railway Company; the Baltimore

41 & Ohio Railroad Company; the Baltimore & Ohio Southwestern  
Railway Company; the Central Railroad of New Jersey; the  
Chesapeake & Ohio Railway Company; the Chicago & Erie Rail  
road Company; the Chicago & Grand Trunk Railway Company;  
the Cleveland, Cincinnati, Chicago & St. Louis Railway Com-  
pany; the Delaware, Lackawanna & Western Railroad Company;  
the Detroit, Grand Haven & Milwaukee Railway Company; the  
Grand Rapids & Indiana Railroad Company, the Grand Trunk  
Railway Company of Canada; the Lake Shore & Michigan South  
ern Railway Company; the Lehigh Valley Railroad Company;  
42 the Michigan Central Railroad Company; the New York,  
Chicago & St. Louis Railroad Company; the Northern Central  
Railway Company; the Pennsylvania Company; the Pennsylvan-  
ia Railroad Company, the Philadelphia & Reading Railroad  
Company; the Philadelphia, Wilmington & Baltimore Railroad  
Company; the Pittsburg & Lake Erie Railroad Company; the  
43 Pittsburg & Western Railway Company; the Pittsburg, Cin-  
cinnati, Chicago & St. Louis Railway Company; the Terre  
Haute & Indianapolis Railroad Company; the Toledo, Peoria  
& Western Railway Company; the Wabash Railroad Company, and  
each of them, commanding them to appear herein and answer  
under oath the allegations contained in the complaint  
aforesaid made against them in behalf of the United States  
of America, and also a temporary writ of injunction res-  
training until the further order of the Court the said  
defendants and each and every of them and their repre-  
sentatives, officers, agents and servants and each and  
every of them from acting under, enforcing or executing  
the said agreement or "Articles of Organization" and from

operating their said railroads thereunder and from further proceeding in any manner to carry the said agreement into effect and operation.

Wallace Macfarlane  
Attorney of the United States  
in the Southern District  
of New York  
Solicitor of Counsel  
for the United States  
P. O. Building  
New York, N. Y.



UNITED STATES OF AMERICA, )  
 : ss.  
Southern District of New York, )

On this 8<sup>th</sup> day of January, 1896, personally  
appeared before me Wallace Macfarlane who being duly sworn  
says that he is attorney of the United States for the  
Southern District of New York; that the foregoing com-  
plaint is true of his own knowledge except as to the  
matters therein stated to be alleged upon information and  
belief; and as to such matters he believes the said com-  
plaint to be true.

*Sworn to before me,  
this 8<sup>th</sup> day of January 1896* } *Wallace Macfarlane*  
*Mad. G. Kohler*  
*Notary Public*  
*N.Y. County*

EXHIBIT A.

ARTICLES OF ORGANIZATION

— of the —

Joint Traffic Association.

Adopted Nov. 19, 1895.

To take effect January 1st, 1896.

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PREAMBLE.

Purposes of this Agreement.

To aid in fulfilling the purposes of the Interstate Commerce Act, to co-operate with each other and adjacent transportation associations, to establish and maintain reasonable and just rates, fares, rules and regulations on State and Interstate traffic, to prevent unjust discrimination and to secure the reduction and concentration of agencies and the introduction of economies in the conduct of the freight and passenger service

The Allegheny Valley Railway Company,  
Baltimore & Ohio Railroad Company,

Baltimore & Ohio Southwestern Railway Company

Central Railroad Company of New Jersey,

Chesapeake & Ohio Railway Company,

Chicago & Erie Railroad Company,

Chicago & Grand Trunk Railway Company,

Cleveland, Cincinnati, Chicago & St. Louis Railway Company

Delaware, Lackawanna & Western Railroad Company,

Detroit, Grand Haven & Milwaukee Railway Company,

Erie Railroad Company,

Grand Rapids & Indiana Railroad Company,

Grand Trunk Railway Company of Canada,

Lake Shore & Michigan Southern Railway Company

Lehigh Valley Railroad Company,

Michigan Central Railroad Company

New York Central & Hudson River Railroad Company

Purposes of  
this Agreement

Parties to this  
Agreement.

25 New York, Chicago & St. Louis Railroad Company,

26 New York, Ontario & Western Railway Company,

27 Northern Central Railway Company,

28 Pennsylvania Company,

29 Pennsylvania Railroad Company,

30 Philadelphia & Reading Railroad Company,

31 Philadelphia, Wilmington & Baltimore Railroad Company,

32 Pittsburgh & Lake Erie Railroad Company

33 Pittsburgh & Western Railway Company,

34 Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company,

35 Terre Haute & Indianapolis Railroad Company (Vandalia Line),

36 Toledo, Peoria & Western Railway Company,

37 Wabash Railroad Company

38 West Shore Railroad Company,

39 do hereby constitute the Joint Traffic Association (hereinafter called The Association),

Name of Association.

40 and make this Agreement for the purpose of carrying out the objects above named.

41 Other companies may become members of The Association as provided in Article Three

Additional Members.

42 ARTICLE ONE.

43 Boards of Administration.

44 Section 1. The affairs of The Association shall be administered by three

Boards of Administration and definition of terms used.

45 Boards, with duties as hereinafter specified:

- 46 (a) A Board of Control
- 47 (b) A Board of Managers hereinafter called  
The Managers.
- 48 (c) A Board of Arbitration hereinafter called  
The Arbitrators.

49 Section 2. Wherever the term traffic is  
50 used herein it means both freight and  
passenger traffic.

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ARTICLE TWO

Traffic Subject to the Association.

Section 1. The Association shall have jurisdiction over all competitive traffic (subject to the exceptions noted in Section 2 of this Article) which passes to, from or through the western termini of the Trunk Lines, Viz: Toronto, Can.; Suspension Bridge, Niagara Falls, Tonawanda, Black Rock, Buffalo, East Buffalo, Buffalo Junction, Dunkirk and Salamanca, N. Y.; Erie, Pittsburgh and Allegheny, Pa.; Bellairs, O.; Wheeling, Parkersburg, Charleston and Kenova W. Va., and Ashland, Ky.; and such other points as may hereafter be designated by The Managers as such termini; also all traffic which may pass through other junctions of the companies parties hereto which is included when passing through any of the termini or junctions above or hereafter specified, and such other traffic as may by common consent of the parties be hereafter included herein.

Traffic  
Included.

Section 2. The following shall not be included:

Traffic  
Excluded.

- (a) Coal, coke, iron ore, mill cinder, limestone and petroleum, crude or refined.
- (b) Traffic destined to or coming from Florida, Georgia, North and South Carolina, Virginia and West Virginia south of the south line of the Chesapeake & Ohio Railway.

ARTICLE THREE.

The Board of Control.

Section 1. The Presidents of the companies forming The Association and of such other companies as may become parties hereto, shall constitute the Board of Control, which shall meet on the written request of any three of its members.

Board  
of  
Control.

Section 2. In case of the absence of any member of The Board of Control from a meeting the next ranking officer in such company having jurisdiction over traffic will have authority to act in his place and stead.

Representation  
at  
Meetings.

27	<u>Section 3.</u> Each member of the Board of	<u>Number</u>
28	Control shall be entitled to one vote,	<u>of votes</u>
29	except that no System as designated in Article	<u>of each</u>
	Four shall have more than three votes	<u>System.</u>
	in the aggregate.	
30	It shall require three-fourths of the en-	<u>Number of</u>
31	tire number of authorized votes to adopt any	<u>Votes to</u>
	proposition coming before The Board of Control	<u>decide.</u>
32	<u>Section 4.</u> The Board of Control shall	<u>Compensation of</u>
33	fix the salaries of any Commissioners	<u>Officers and</u>
	appointed by The Managers.	<u>Employees.</u>
34	The salaries of other officers and employees	
35	of The Association shall be subject to	
36	its review and approval.	
37	The Board of Control shall select The Arbi-	<u>Board of Con-</u>
	trators and fix their compensation and	<u>trol to select</u>
	term of service.	<u>Arbitrators.</u>
38	<u>Section 5.</u> The Board of Control shall	<u>Auditing</u>
39	appoint an Auditing Committee, who shall	<u>Committee.</u>
	examine and report to it upon the accounts of	
	The Association.	
40	<u>Section 6.</u> The Board of Control shall	<u>Additional</u>
41	prescribe the conditions and rules under	<u>Members.</u>
42	which additional railway systems or companies	
	shall become parties hereto and be	
	represented upon The Board of Managers.	
43	<u>Section 7.</u> Only The Board of Control	<u>Appeals from</u>
44	shall consider appeals from the action of	<u>Managers as to</u>
	The Managers on all questions as to rates or	<u>rates and fares.</u>
	fares, except differentials.	
45	<u>Section 8.</u> Pending decisions by The	
46	Board of Control the decisions and orders	
	of the Managers shall prevail.	



ARTICLE FOUR.

THE BOARD OF MANAGERS.

Section 1. The Board of Managers shall consist of not less than nine members, of which each of the following nine systems shall designate one:

Board of Managers, and the Systems they represent.

Baltimore & Ohio System, now comprising the Baltimore & Ohio Railroad line from Philadelphia to Parkersburg and from Philadelphia to Chicago via Wheeling and via Pittsburgh and Connellsville; Baltimore & Ohio South-western; Cleveland Terminal & Valley, and the Pittsburgh & Western Railroad Companies, and all their leased, controlled or operated lines.

Chesapeake & Ohio System, now comprising the Chesapeake & Ohio; Cleveland, Cincinnati, Chicago & St. Louis, and lines composing that system, and the Peoria & Eastern Railroad Companies, and all their leased controlled or operated lines.

Erie System, now comprising the Erie Railroad Company; the Chicago & Erie Railroad Company, and all their leased, controlled or operated lines.

Grand Trunk System, now comprising the Grand Trunk Railway Company of Canada and its affiliations west of the St. Clair River, viz., the Chicago & Grand Trunk; Cincinnati, Saginaw & Mackinaw; Detroit, Grand Haven & Milwaukee; Michigan Air Line, and the Toledo, Saginaw & Muskegon Railway Companies, and all their leased, controlled or operated lines.

Lackawanna System, now comprising the Delaware, Lackawanna & Western Railroad Company and its leased lines; and the Syracuse, Binghamton & New York Railroad Company, and all their leased, controlled or operated lines.

Companies comprising the Systems.

Lehigh Valley System, now comprising the Lehigh Valley Railroad Company and all its leased, controlled or operated lines.

Pennsylvania System, now comprising the Allegheny Valley; Cumberland Valley; Cincinnati & Muskingum Valley; Grand Rapids & Indiana; Northern Central; Pennsylvania; Pennsylvania Company; Philadelphia, Wilmington & Baltimore; Pittsburgh, Cincinnati, Chicago & St. Louis, and the Terre Haute

30 & Indianapolis (Vandalia Line) Railroad Com-  
 31 panies, and all their leased, con-  
 32 trolled or operated lines.  
 33 Vanderbilt System, now comprising the  
 34 Beech Creek; Canada Southern and its  
 35 leased lines; Dunkirk, Allegheny Valley &  
 36 Pittsburg; Lake Shore &  
 37 Michigan Southern; Michigan Central and its  
 38 leased lines; New York Central  
 39 & Hudson River; New York, Chicago & St. Louis;  
 40 Pittsburgh & Lake  
 41 Erie; Rome, Watertown & Ogdensburg; Walkill  
 42 Valley, and the West  
 43 Shore Railroad Companies, and all their leased  
 44 controlled or operated lines,  
 45 Wabash System, now comprising the Wabash  
 46 Railroad Company and all its leased,  
 47 controlled or operated lines east of the  
 48 Mississippi River.

49 Section 2. Additional Managers represent  
 50 ing other systems or companies which  
 51 are now or may hereafter become parties to this  
 52 Agreement, may be designated as such  
 53 systems or companies under the authority and  
 54 rules of The Board of Control.

Additional  
 Managers.

55 Section 3. Each Manager shall hold of-  
 56 fice during the continuance of this Agree-  
 57 ment, subject to the pleasure of, and shall  
 58 be compensated by, the system appointing  
 59 him.

Term of Of-  
 fice and Com-  
 pensation.

60 ARTICLE FIVE.

61 RELATING TO THE DUTIES AND POWERS OF THE  
 62 MANAGERS.

63 Section 1. The Managers shall have  
 64 their principal office in New York City and  
 65 shall continue in session subject to their  
 66 rules. They shall elect a Chairman an-  
 67 nually

Managers' Of-  
 fice, Sessions  
 Chairman.

68 Section 2. The Managers shall adopt  
 69 their rules and perfect their organization.  
 70 It shall, however, require the affirmative  
 71 votes of three-fourths of their entire  
 72 number  
 73 to adopt any proposition coming before them.

Rules of  
 Managers and  
 vote required  
 to adopt.

1           Section 3. In considering questions  
2 which exceptionally affect the interests of  
3 any company party hereto unrepresented upon  
4 The Board of Managers, such company  
5 shall be advised thereof and be afforded an  
6 opportunity under the rules of The Manag-  
7 ers for presenting to them its views before  
8 final action is taken.

Questions  
affecting  
Companies  
unrepresented  
by Managers.

5           Section 4. The Managers shall construe  
6 this Agreement and all resolutions  
7 adopted thereunder.

Managers to  
construe  
Agreement.

7           Section 5. All applications for differ-  
8 entials and for changes in rates, fares,  
9 charges and rules shall be made to The Mana-  
10 gers. Their action upon differentials and  
11 upon all questions except as to rates and  
12 fares shall be subject to appeal, but only to  
13 The Arbitrators. Their action as to rates  
14 and fares (except differentials) shall be  
15 sub-  
16 ject to appeal only to The Board of Control.  
17 Decisions and orders of The Managers shall be  
18 complied with until such appeals  
19 are decided.

Appeals from  
Managers to  
Arbitrators  
and Board of  
Control.

14                           ARTICLE SIX.

15                           Appointment of Commissioners.

16 The Managers may appoint not more than three  
17 Commissioners and shall define  
18 their powers and duties.

Appointment  
of Commiss-  
ioners.

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ARTICLE SEVEN.

Rates, Fares, Charges and Rules.

Section 1. The duly published Schedules of rates, fares and charges and the rules applicable thereto now in force and authorized by the companies parties hereto upon the traffic covered by this agreement (and filed with the Interstate Commerce Commission as to such of said traffic as is interstate), are hereby re-affirmed by the companies composing The Association, and the companies parties hereto shall within ten days after this agreement becomes effective file with The Managers copies of all such schedules of rates, fares and charges and the rules applicable thereto.

Re-affirmation of Rates, Fares, Charges and Rules.

Section 2. The Managers shall from time to time recommend such changes in said rates, fares, charges and rules as may be reasonable and just, and necessary for governing the traffic covered by this Agreement and for protecting the interests of the parties hereto therein, and the failure to observe such recommendations by any party hereto as and when made shall be deemed a violation of this Agreement. No company party hereto shall through any of its officers or agents deviate from or change the rates, fares, charges or rules herein reaffirmed or so recommended by the Managers, except by a

Managers to Recommend changes in Rates, Fares etc.

34 resolution of its Board. The action of such  
Board shall not affect the rates, fares,  
35 charges or rules disapproved except to the  
extent of its interest therein over its own  
36 road. A copy of the resolution of the Board  
of any company party hereto authorizing  
37 any such change shall be immediately for-  
warded by the company making the same to  
38 The Managers and such change shall not become  
effective until thirty days after the  
39 receipt of such resolution by the Managers.  
The Managers, upon receiving such  
40 notice, shall act promptly upon the same for  
the protection of the parties hereto.

41 Section 3. The powers conferred upon  
the Managers shall be so construed and  
42 exercised as not to permit violation of the  
Interstate Commerce Act or any other law  
43 applicable to the premises, or any provision  
of the charters or the laws applicable to  
44 of the companies parties hereto, and the  
Managers shall co-operate with the Inter-  
state  
45 Commerce Commission to secure stability and  
uniformity in the rates, fares, charges  
46 and rules established hereunder.

Managers not  
to permit vio-  
lations of  
law, and to  
co-operate with  
Interstate  
Commerce Com-  
mission.

47

ARTICLE EIGHT.

48

Propositions of Competitive Traffic

49

The Managers are charged with the duty of  
securing to each company party

Proportions of  
Competitive  
Traffic.

50

hereto, equitable proportions of the compe-  
titive traffic covered by this Agreement so

51

far as can be legally done.

1 ARTICLE NINE. (14)

2 RELATIONS TO NON-CONCURRING COMPANIES AND RE-  
3 VISIONS OF RATES AND FARES.

3 SECTION 1. The Manager shall decide and  
4 enforce the course which shall be  
5 pursued with connecting companies not parties  
6 to this Agreement, which fail or decline  
7 to observe the rates, fares, charges and rules  
8 established under this Agreement. The  
9 interests of companies parties hereto injur-  
10 iously affected by such action of The  
11 Managers shall, in such instances, be accord-  
12 ed reasonable protection in so far as The  
13 Managers can legally do so.

Action as to  
Non-concurring  
Companies.

9 SECTION 2. When in their judgment necessary  
10 to the purposes of this Agreement,  
11 The Managers may determine the divisions of  
12 rates and fares between connecting com-  
13 panies parties hereto and between them and  
14 connections not parties hereto, keeping in  
15 view uniformity and the equities involved.

Divisions of  
Rates and  
Fares.

13 ARTICLE TEN.

14 LIMITATION OF POWERS OF FREIGHT LINES.

15 It is recognized and agreed that economy in  
16 the operation of through co-opera-  
17 tive and commission freight lines and the  
18 limitation or termination of many of their  
19 existing powers and functions are absolutely  
20 required, and the companies parties hereto  
21 will actively co-operate with The Managers  
22 and so manage such lines as to accomplish  
23 such results.

Limitation of  
Powers of  
Freight Lines.

20 ARTICLE ELEVEN.

21 MANAGERS MAY ORGANIZE JOINT AGENCIES.

22 The Managers shall have authority to organize  
23 such joint freight and passenger  
24 agencies as they may deem desirable, provided  
25 that if such joint agencies are established  
26 they shall be so arranged as will give proper  
27 representation to each company party  
28 hereto.

Organization of  
Joint Agencies.

26 ARTICLE TWELVE.

27 MANAGERS TO APPROVE CONTRACTING AGENCIES.

28 No soliciting or contracting passenger or  
29 freight agency shall be maintained directly  
or indirectly by any of the companies parties  
hereto or by any freight line in connection

Soliciting and  
Contracting  
Agencies.

30 with the traffic covered by this Agreement,  
31 except with the approval of The Managers,  
and no person who is decided by The Managers  
32 to be objectionable shall be employed  
or continued in such agency.

33 ARTICLE THIRTEEN.

34 MANAGERS TO DEFINE DUTIES OF CONTRACTING AGENTS.

35 SECTION 1. The Managers shall define the  
36 authority and duties of all persons  
acting as contracting and soliciting freight  
37 and passenger agents in relation to the traffic  
covered hereby, and, with due regard to the  
38 relative interests involved, they may deter-  
mine the number of such persons to be em-  
39 ployed. The parties hereto shall observe  
and  
enforce the orders of the Managers from time  
to time issued in that behalf.

Duties and  
Authority of  
Soliciting  
Agents.

40 SECTION 2. Such contracting and solicit-  
41 ing agents as The Managers appoint shall  
be carried upon the pay-rolls of The Asso-  
ciation.

Soliciting  
Agents on  
Association  
Pay-rolls.

42 SECTION 3. The Grand Trunk Company may  
43 appoint soliciting agents to be  
located at such points in Canada as may be  
44 necessary to meet the competition of  
Canadian lines not parties hereto, but such  
45 persons shall in all respects be subject to  
the rules of The Managers

Grand Trunk  
Soliciting  
Agents in  
Canada.



1 ARTICLE FOURTEEN.

2 COMPLAINTS AND INVESTIGATIONS THEREOF.

3 When in the judgment of The Managers their  
information or any complaint so  
4 warrants, the officials and employees of the  
companies parties hereto may be examined,  
5 and in such investigation any or all officials  
or employees may be notified to attend, and  
6 any or all matters affecting directly or in-  
directly the traffic herein covered may be  
7 considered.

Investigations,  
and Evidence  
to be fur-  
nished.

8 ARTICLE FIFTEEN.

9 REPORTS AND DATA TO BE FURNISHED.

10 The companies parties hereto agree to fur-  
nish to The Managers all reports, papers  
11 and information relating to the traffic cov-  
ered hereby, which may be requested by them

Parties hereto  
to furnish  
Reports, etc.

12 ARTICLE SIXTEEN.

13 FORFEITURES FOR VIOLATIONS OF AGREEMENT.

14 For any action by any party hereto which in  
the judgment of The Managers  
15 constitutes a violation of this Agreement the  
offending Company shall forfeit to The  
16 Association a sum to be determined by The  
Managers, not exceeding five thousand  
17 dollars, but where the gross receipts of the  
transaction in which this Agreement is  
18 violated shall exceed five thousand dollars  
the offending party shall, at the discre-  
tion

Forfeitures  
for Violations.

19 of The Managers. Forfeit a sum not exceeding  
 20 such gross receipts. Such forfeitures  
 shall be applied to the payment of the expens-  
 21 es of The Association, except that the  
 offending company shall not participate in  
 such application of its own forfeiture.

ARTICLE SEVENTEEN.

22 DEPOSITS, EXPENSE FUND, AND PROVISION FOR  
 23 FORFEITURES.

24 Section 1. Upon the call of The Managers  
 after this Agreement becomes  
 25 effective, each company party hereto shall de-  
 posit with them the sum of five thousand  
 26 dollars, and in addition thereto, upon their  
 like call, such further sums monthly, based  
 27 upon the gross earnings of each company party  
 hereto from the traffic covered hereby,  
 28 as The Managers may decide to be necessary to  
 defray the expenses of The Association,  
 29 including the salaries of the Commissioners  
 and Arbitrators, and to provide for such  
 30 forfeitures as may be adjudged.

Provisions for  
Fund, Expenses,  
and Monthly  
Deposits.

31 Section 2. Any forfeiture made by any  
 company party hereto, under the rules,  
 32 shall be taken from the sums contributed by  
 such company and charged in whole to its  
 33 account. If this deposit at the time, ex-  
 clusive of its said original contribution  
 of five  
 34 thousand dollars, shall be insufficient, it  
 shall pay to The Managers such deficiency

Payment of  
Forfeitures.

35 within fifteen days after the forfeiture is  
finally adjudged.

36 Section 3. The balance of said deposits  
remaining at the expiration of this  
37 Agreement shall be divided between the com-  
panies then parties hereto in the ratio in  
38 which they have contributed, less the amounts  
forfeited.

Distribution  
of Balance.

59 ARTICLE EIGHTEEN.

40 RETIREMENT FROM THE AGREEMENT.

41 Any party retiring from this Agreement before  
the final completion of the time  
42 herein fixed, except by unanimous consent of  
the parties hereto, shall not be entitled to  
43 any refund from the residue of deposits remain-  
ing at the close of this Agreement, but  
44 if any company fails to observe and be gov-  
erned by this Agreement, which fact shall  
45 be determined by The Arbitrators, and then  
fails to pay its forfeitures within fifteen  
46 days after such decision of the Arbitrators,  
then any other company may withdraw  
47 from this Agreement upon giving thirty days  
written notice to The Managers and such  
48 company so withdrawing shall be entitled to  
the residue of the funds it has contributed

Retirement  
from Agreement.

ARTICLE NINETEEN.

BOARD OF ARBITRATION.

Section 1. There shall be a permanent Board of Arbitration consisting of three disinterested persons to which appeals shall be made as to all questions, including differentials, arising under this Agreement, except the determination of rates and fares.

Board of Arbitration.

Section 2. All differences between the parties hereto as to any lawful measure necessary to carry out the objects of The Association, except as to rates and fares, shall be submitted to and be finally decided by the Arbitrators.

All differences to be Arbitrated.

Section 3. Pending decisions of the Arbitrators the decisions and orders of the Board of Control and Managers shall prevail.

Managers' decision to prevail pending Arbitration.

Section 4. Hearings shall be had upon all questions arbitrated, under the rules established by the Arbitrators and approved by The Board of Control, and the decision of The Arbitrators or of any two of them shall be final.

Hearings by the arbitrators.

ARTICLE TWENTY.

AMENDMENTS.

Amendments to this Agreement shall only be made by the unanimous vote of the parties hereto.

Amendments.

ARTICLE TWENTY-ONE.

WHEN AGREEMENT BECOMES EFFECTIVE AND ITS DURATION.

Section 1. This Agreement shall not be effective until it shall have been approved by the Boards of Directors of the several companies parties hereto. Certified copies of resolutions giving such approval shall be filed with The Managers.

Section 2. This Agreement shall take effect January 1st, 1896, and shall continue in existence for five years thereafter.

After said period, any company may retire therefrom upon giving ninety days written notice of its desire to do so.

The Philadelphia & Reading Railroad Company being legally incapacitated from signing this contract at present, but having so far as it can do so indicated through its President and Receivers and proposed Reorganization Committee its desire to act in harmony therewith and observe its terms, it is understood that the parties hereto will waive the signature of that company until it is reorganized; and be bound by this Agreement only so long as that company observes its conditions, which fact shall be determined by the Arbitrators provided herein.

When Agreement takes Effect.

Duration of Agreement.

Status of Phila. and Reading Railroad.

(21)

33        IN WITNESS WHEREOF, the corporations,  
             parties hereto,  
34        have caused the foregoing Agreement  
             to be signed by their  
35        respective Presidents and the Seal  
             of their respective cor-  
36        porations to be attached hereto.

---

ALLEGHENY VALLEY RAILWAY COMPANY  
(L. S.) W. H. Barnes, President.

THE BALTIMORE & OHIO RAILROAD COMPANY,  
(L. S.) By Chas. F. Mayer, President.  
Attest, Andrew Anderson Secretary.

THE BALTIMORE & OHIO SOUTHWESTERN RAILROAD COMPANY,  
(L. S.) By Edward R. Bacon, its President.  
Attest, Edward Bruce Secretary.

CENTRAL RAILROAD CO. OF NEW JERSEY,  
(L. S.) J. R. Maxwell, President.  
Attest, Sam'l. Knox, Secretary.

CHESAPEAKE & OHIO RAILWAY CO.  
(L. S.) By M. E. Ingalls, President.

THE CHICAGO AND ERIE RAILROAD COMPANY,  
(L. S.) By J. G. McGallough, President.

THE CHICAGO & GRAND TRUCK RY. CO.  
(L. S.) By L. J. Seargeant, its President.

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RY. CO.  
(L. S.) By M. E. Ingalls, President.

THE PEORIA & EASTERN RY. CO.  
(L. S.) By M. E. Ingalls, President.

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY,  
(L. S.) By Sam. Sloan, President.  
Attest, Fred. F. Chambers, Secretary.

THE DETROIT, GRAND HAVEN & MILWAUKEE RY. COMPANY,  
(L. S.) By L. J. Seargeant, its President.

ERIE RAILROAD CO.  
(L. S.) E. B. Thomas, President.

THE GRAND RAPIDS AND INDIANA RAILROAD COMPANY,  
(L. S.) By J. H. P. Hughart, Second Vice President.  
Attest, R. R. Metheany, Secretary.

THE GRAND TRUCK RAILWAY COMPANY OF CANADA,  
(L. S.) By L. J. Seargeant, its General Manager.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY,  
(L. S.) By D. W. Caldwell, President.  
Attest, N. Bartlett, Ass't. Secretary.

LEHIGH VALLEY R. R. CO. E. P. Wilbur, President.  
(L. S.) Attest, Jno. R. Fanshawe, Secretary.

THE MICHIGAN CENTRAL RAILROAD COMPANY,  
(L. S.) By H. B. Learyard, President.  
Attest, E. D. Worcester, Secretary.

THE NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY,  
(L. S.) By Chauncey M. Depew, President,  
Attest, E. D. Worcester, Secretary.

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD CO.  
(L. S.) By S. R. Callaway, its President.  
Attest, Allyn Cox, Secretary.

NEW YORK, ONTARIO & WESTERN RAILWAY COMPANY,  
(L. S.) By T. P. Fowler, President.  
Attest, R. D. Rickard, Secretary.

THE NORTHERN CENTRAL RAILWAY COMPANY,  
(L. S.) By G. B. Roberts, President.  
Attest, Stephen W. White, Secretary.

PENNSYLVANIA COMPANY, By G. B. Roberts, President,  
(L. S.) Attest, S. B. Liggett, Secretary.

THE PENNSYLVANIA RAILROAD COMPANY, By G. B. Roberts, Pres.  
(L. S.) Attest, J. C. Sims, Secretary.

THE PHILADELPHIA & READING RAILROAD COMPANY,  
By action of its Receivers and Board of Managers  
pursuant to the last clause of this Agreement and  
duly filed. See Attached copy. F. H. H.

THE PHILADELPHIA, WILMINGTON AND BALTIMORE RAILROAD COMPANY,

(L.S.) By G. B. Roberts, President.  
Attest, D. S. Newhall, Assistant Secretary.  
THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY,  
(L.S.) By D. W. Caldwell, President.  
Attest, John G. Robinson, Secretary.  
THE PITTSBURGH AND WESTERN RAILWAY COMPANY  
(L.S.) By Thos. M. King, President.  
Attest, T. J. Crump, Secretary.  
THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.  
(L.S.) By G. B. Roberts, President.  
Attest, S. B. Liggett, Secretary.  
TERRE HAUTE AND INDIANAPOLIS RAILROAD COMPANY,  
(L.S.) By W. R. McKeen, President.  
Attest, Geo. E. Farrington, Secretary.  
THE TOLEDO, PEORIA AND WESTERN RAILWAY COMPANY,  
(L.S.) By E. F. Leonard, President.  
Attest, E. D. Usner, Secretary.  
THE WABASH RAILROAD CO.  
(L.S.) By O. D. Ashley, President.  
Attest, J. C. Otteson, Secretary.  
THE WEST SHORE RAILROAD COMPANY,  
(L.S.) By Chauncey M. Depew, President.  
Attest, E. V. W. Rositter, Secretary.

A true copy of the original on file in the office  
of the Joint Traffic Association, 143 Liberty St., New York  
City.

FRANK H. HOYT,  
Secretary.

Sworn to before me this 23rd day of Dec.  
1895.

JAMES H. REILLY,  
Notary Public, N.Y.Co.



"The Receivers of the Philadelphia & Reading Railroad Company, having duly considered the Articles of Organization of the Joint Traffic Association, now under discussion by the companies constituting the Trunk Line and Central Traffic Associations, approve the spirit and purpose thereof, and authorize Mr. Joseph S. Harris to express on our behalf our willingness to be governed by the terms thereof in the conduct of the competitive traffic to be transmitted over the lines of railroad under our charge, so far as he may be advised by counsel that the same may be lawfully done. Also to agree in our behalf to contribute towards the expenses of the maintenance of the Joint Traffic Association such amounts as shall not exceed the rate of contribution hitherto made by us for the maintenance of the Trunk Line Association."

I hereby certify that the foregoing is a true and correct extract from the minutes of the meeting of the Receivers of The Philadelphia and Reading Railroad Company, held October 28, 1895.

(Signed)

W.R. Taylor,  
Secretary to the Receivers.

"Mr. Harris stated to the Receivers the substance of the conference held yesterday in New York with the representatives of the companies, who are about to form the Joint Traffic Association, and read the modification of the Second Section of the fifth Article which had been agreed upon entitling this company to a hearing before any action by the Managers should become effective in cases exceptionally affecting the interests of the Reading Company. After full consideration Mr. Harris' action was approved, and he was authorized to state that the conduct of the competitive traffic to be transmitted over the lines of the Reading Railroad Company shall be governed by the terms of the proposed Agreement so far as he may be advised by counsel that the same may be lawfully done."

I hereby certify that the foregoing is a true and correct extract from the minutes of the meeting of the Receivers of The Philadelphia and Reading Railroad Company, held November 20, 1895.

(Signed)

W.R. Taylor,  
Secretary to the Receivers.

"The President reported that after the passage of the resolutions of the Board at their meeting of October 29th, at a meeting of the Committee in charge of the preparation of the Articles of Organization of the Joint Traffic Association, and afterwards at the meeting of the Presidents of the Trunk Line Association and the Central Traffic Association, on November 19th, he had carefully stated the action which the Company and the Receivers were prepared to take in relation to the Joint Traffic Association. After considerable discussion of the proposed exceptional relations of the Reading Railroad Company to the Joint Traffic Association, the Presidents' meeting agreed that the Reading's position should be recognized and the action authorized by the Receivers and the Company should be taken as a sufficient indication of their purpose to act in harmony with the other transporting companies. A

number of verbal alterations, mostly made for the purpose of bringing the organization more thoroughly into harmony with the existing laws, but none of them involving changes of importance, had been made in the Articles of Organization since it was last presented to this Board. The President had urged upon the meeting that some provision should be made to better care for the interests of Companies unrepresented in the Board of Managers, in regard to questions exceptionally affecting their interests which should come before that Board, and had obtained the insertion of Section Three, Article Six, which gives to such Companies the right to be heard before the Board of Managers on questions which exceptionally affect their interests.

The President laid the Articles of Organization, as finally adopted at the meeting of November 19th, before the Board, and stated in detail the main features of the Articles, whereupon it was, upon motion,

Resolved, That the Board approves of the spirit and purpose of the Joint Traffic Association as expressed in the formal contract now presented, and requests the Receivers to act in harmony with the provisions of the Agreement dated November 19, 1895, constituting that Association, so far as they may be advised by counsel that the same may be lawfully done."

I hereby certify that the foregoing is a true and correct extract from the minutes of the meeting of the Board of Managers of The Philadelphia and Reading Railroad Company, held December 11, 1895.

(Signed)

W. R. TAYLOR,  
Secretary.

XXXXXXXXXX  
X SEAL X  
XXXXXXXXXX

A true copy of the Original on file in the office of The Joint Traffic Association 143 Liberty Street, New York City.

F.H.Hoyt,  
Secretary.

Sworn to before me this 23 day Dec.  
1895.

JAS. H. REILLY,  
Notary Public,  
N.Y.Co.

XXXXXXXXXX  
X SEAL X  
XXXXXXXXXX

to: You will please take notice that a  
which the within is a copy, was this day duly  
entered in the within entitled action, in the office of the  
Clerk of the  
dated, N. Y., 189  
Yours, etc.,  
U. S. Attorney,  
Attorney for Defendant.  
to  
Attorney for

**U. S. Circuit Court,**  
SOUTHERN DISTRICT OF NEW YORK. *in Equity*

*The United States of  
America*

*against  
The Joint Traffic Association,  
The New York Central and  
Hudson River Railroad  
Company and others*

*Bill of Complaint*

WALLACE MACFARLANE,  
United States Attorney,

*Attorney for Defendant,  
P. O. Building, New York City*

Due service of a copy of the within is  
hereby admitted.

New York, 189

To  
Attorney for Plaintiff.

U. S. CIRCUIT COURT  
FILED  
JAN 9 1896  
JOHN A. SINGLER CLERK.  
Attorney for Plaintiff.