

# Circuit Court of the United States 1

FOR THE SOUTHERN DISTRICT OF  
NEW YORK.

IN EQUITY.

THE UNITED STATES OF AMERICA,

against

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 COMPANY; THE ALLEGHENY VALLEY RAILWAY COMPANY; THE BALTIMORE & OHIO RAILROAD COMPANY; THE BALTIMORE & OHIO SOUTHWESTERN RAILWAY COMPANY; THE CENTRAL RAILROAD COMPANY OF NEW JERSEY; THE CHESAPEAKE & OHIO RAILWAY COMPANY; THE CHICAGO & ERIE RAILROAD COMPANY; THE CHICAGO & GRAND TRUNK RAILWAY COMPANY; THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY; 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 SOUTHERN RAILWAY COMPANY; THE LEHIGH VALLEY RAILROAD COMPANY; THE MICHIGAN CENTRAL RAILROAD COMPANY; THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY; THE NORTHERN CENTRAL RAILWAY COMPANY; THE PENNSYLVANIA COMPANY; THE PENNSYLVANIA RAILROAD COMPANY; THE PHILADELPHIA & READING RAILROAD COMPANY; THE PHILADELPHIA, WILMINGTON & BALTIMORE RAILROAD COMPANY; THE PITTSBURG & LAKE ERIE RAILROAD COMPANY; THE PITTSBURG & WESTERN RAILWAY COMPANY; THE PITTSBURG, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY; THE TERRE HAUTE & INDIANAPOLIS RAILROAD COMPANY; THE TOLEDO, PEORIA & WESTERN RAILWAY COMPANY; THE WABASH RAILROAD COMPANY.

2

3

4 *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, acting in this behalf under the direction of the Attorney 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.

5 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 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.

6 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.

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 Company are, and each of them is, a railroad corporation organized and existing under the laws of the State of Pennsylvania. 7

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 & Lake Erie Railroad Company is a corporation organized and existing under the laws of the States of Ohio and Pennsylvania. 8

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 Missouri, Ohio, Michigan, Illinois and Indiana.

- 11 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 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 13  
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  
and 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 14  
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 Lack-  
awanna system; the Lehigh Valley Railroad Com-  
pany with the railroads constituting in union with  
it what is termed in said agreement the Lehigh  
Valley system; the Pennsylvania Railroad Com-  
pany with the railroads constituting in union with  
it what is termed in said agreement the Pennsyl-  
vania system; the New York Central & Hudson  
River Railroad Company, the Lake Shore & Michi-  
gan Southern Railway Company, the Michigan  
Central Railroad Company, the West Shore Rail- 15  
road Company and the other railroads constituting  
in union with the said four last mentioned com-  
panies what is termed in said agreement the Van-  
derbilt system; and the Wabash Railroad Com-  
pany 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 con-  
nections independently in trade and commerce  
among the states and territories of the United

16 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 and competitive lines of transportation in respect to the traffic hereinafter mentioned.

17 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 interstate 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 theretofore 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  
18 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."

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 num-

ber 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 said 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 20

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; Bellaire, Ohio; Wheeling, Parkersburg, Charleston and Kenova, West Virginia, and Ashland, Kentucky; and such other points as might thereafter be designated as such termini by the Board of Managers constituted by said agreement; also all other traffic which might pass through other junctions of the companies, parties 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: 21

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

23 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 and between them and adjacent foreign countries, and, prior to the consummation of the oppressive and unlawful contract, agreement, combination and conspiracy aforesaid, the said railroad companies and systems, or many of 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.

24 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 surrender 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 said companies, in and by the said agreement, surrendered to the said Board of Managers full and absolute control over all the said competitive interstate traffic and commerce, hereinbefore more particularly described, as within the scope of said agreement. 25

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 traffic 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 restraining trade and commerce among the several states and territories of the United States, and unlawfully attempting to monopolize a part of such interstate trade and commerce. 26 27

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 interstate trade and commerce by 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

28 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 or 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; 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 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. 31

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 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. 32

That in and by the terms of said agreement it is provided, subject to the right of any company to retire therefrom upon giving ninety days' written notice, that the said agreement shall take effect on January 1st, 1896, 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. 33

That the said Board of Managers has been organized under said agreement, and consists of the following named 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

34 Erie Railroad Company; John B. Garrett, Third Vice-President of the Lehigh Valley Railroad Company; D. S. Gray, General Agent of the Pennsylvania Railroad Company; B. 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.

35 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.

36 *In consideration whereof*, the United States of 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 Association 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 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 passenger traffic within the scope of said agreement, or in any other respect whatever; and for such other and further relief in the premises as the nature of the case shall require, and as to the Court shall seem fit. 37

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 Company; the Allegheny Valley Railway Company; the Baltimore & Ohio Railroad Company; the Baltimore & Ohio Southwestern Railway Company; the Central Railroad of New Jersey; the Chesapeake & Ohio Railway Company; the Chicago & Erie Railroad Company; the Chicago & Grand Trunk Railway Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; 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 Southern Railway Company; the Lehigh Valley Railroad Company; the Michigan Central Railroad Company; the New York, Chicago & St. Louis Railroad Company; the Northern Central Railway Company; the Pennsylvania Company; the Pennsylvania Railroad Company; the Philadelphia & Reading Railroad Company; the Philadelphia, Wilmington & Baltimore Railroad Company; the Pittsburg & Lake Erie Railroad Company; the Pittsburg & Western Railway Company; the Pittsburg, Cincinnati, Chicago & St. Louis Railway Company; the Terre Haute & Indianapolis Railroad Company; the Toledo, 38 39

40 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 injunc-  
 tion restraining, until the further order of the Court,  
 the said defendants and each and every of them  
 and their representatives, officers, agents and ser-  
 vants, and each and every of them, from acting un-  
 der, 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 agree-  
 41 ment into effect and operation.

WALLACE MACFARLANE,  
 Attorney of the United States  
 For the Southern District of New York,  
 Solicitor and of Counsel for the United States,  
 P. O. Building, New York, N. Y.

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

On this 8th day of January, 1896, personally  
 appeared before me Wallace Macfarlane, who  
 being duly sworn, says that he is Attorney of the  
 42 United States for the Southern District of New  
 York; that the foregoing complaint 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.

WALLACE MACFARLANE.

Sworn to before me, this 8th }  
 day of January, 1896. }

MAX J. KOHLER,  
 Notary Public,  
 N. Y. County.

## Exhibit "A."

43

ARTICLES OF ORGANIZATION  
OF THE  
JOINT TRAFFIC ASSOCIATION.

*Adopted Nov. 19, 1895.*

*To take effect January 1st, 1896.*

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## 1 PREAMBLE.

49

## 2 PURPOSES OF THIS AGREEMENT.

3 To aid in fulfilling the purposes of  
the Interstate Commerce Act, to  
co-operate

Purposes  
of this  
Agreement.

4 with each other and adjacent trans-  
portation associations, to establish  
and maintain

5 reasonable and just rates, fares, rules  
and regulations on State and Inter-  
state traffic, to

6 prevent unjust discrimination and to  
secure the reduction and concen-  
tration of agencies

50

7 and the introduction of economies in  
the conduct of the freight and pas-  
senger service,

8 The Allegheny Valley Railway Com-  
pany,

Parties  
to this  
Agreement.

9 Baltimore & Ohio Railroad Company,

10 Baltimore & Ohio Southwestern Rail-  
way Company,

11 Central Railroad Company of New  
Jersey,

12 Chesapeake & Ohio Railway Com-  
pany,

51

13 Chicago & Erie Railroad Company,

14 Chicago & Grand Trunk Railway  
Company,

15 Cleveland, Cincinnati, Chicago & St.  
Louis Railway Company,

16 Delaware, Lackawanna & Western  
Railroad Company,

17 Detroit, Grand Haven & Milwaukee  
Railway Company,

18 Erie Railroad Company,

- 52 19 Grand Rapids & Indiana Railroad  
Company,
- 20 Grand Trunk Railway Company of  
Canada,
- 21 Lake Shore & Michigan Southern  
Railway Company,
- 22 Lehigh Valley Railroad Company,
- 23 Michigan Central Railroad Company.
- 24 New York Central & Hudson River  
Railroad Company,
- 25 New York, Chicago & St. Louis Rail-  
road Company.
- 53 26 New York, Ontario & Western Rail-  
way Company,
- 27 Northern Central Railway Company,
- 28 Pennsylvania Company,
- 29 Pennsylvania Railroad Company,
- 30 Philadelphia & Reading Railroad  
Company.
- 31 Philadelphia, Wilmington & Balti-  
more Railroad Company,
- 32 Pittsburg & Lake Erie Railroad Com-  
pany,
- 33 Pittsburg & Western Railway Com-  
pany,
- 54 34 Pittsburg, 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),
- 40 and make this agreement for the pur-

Name of  
Association.

pose of carrying out the objects  
above named.

55

- 41 Other companies may become mem-  
bers of The Association as provided  
in Article Three.

Additional  
Members.

## 42 ARTICLE ONE.

### 43 BOARDS OF ADMINISTRATION.

- 44 SECTION 1. The affairs of The Asso-  
ciation shall be administered by  
three

Boards of  
Adminis-  
tration and  
definition  
of terms  
used.

- 45 Boards, with duties as hereinafter  
specified :

56

- 46 (a) A Board of control.  
47 (b) A Board of Managers, hereinafter  
called The Managers.  
48 (c) A Board of Arbitration, herein-  
after called The Arbitrators.  
49 SECTION 2. Wherever the term traffic  
is used herein it means both freight  
and  
50 passenger traffic.

## 1 ARTICLE TWO.

### 2 TRAFFIC SUBJECT TO THE ASSOCIATION.

57

- 3 SECTION 1. The Association shall have  
jurisdiction over all competitive  
traffic

Traffic  
included.

- 4 (subject to the exceptions noted in  
Section 2 of this Article) which  
passes to, from or  
5 through the Western termini of the  
Trunk Lines, viz.: Toronto, Can.;  
Suspension Bridge,  
6 Niagara Falls, Tonawanda, Black  
Rock, Buffalo, East Buffalo, Buf-  
falo Junction,

- 58 7 Dunkirk and Salamanca, N. Y.; Erie,  
Pittsburg and Allegheny, Pa.; Bel-  
laire, O.;
- 8 Wheeling, Parkersburg, Charleston  
and Kenova, W. Va.; and Ashland,  
Ky.; and such
- 9 other points as may hereafter be de-  
signated by The Managers as such  
termini; also all
- 10 traffic which may pass through other  
junctions of the companies parties  
hereto which is
- 11 included when passing through any  
59 of the termini or junctions above  
or hereafter
- 12 specified, and such other traffic as  
may by common consent of the  
parties be hereafter
- 13 included herein.
- 14 SECTION 2. The following shall not  
be included :
- 15 (a) Coal, coke, iron ore, mill cinder,  
limestone and petroleum, crude or  
refined.
- 16 (b) Traffic destined to or coming from  
Florida, Georgia, North and South
- 60 17 Carolina, Virginia and West Vir-  
ginia south of the south line of the  
Chesapeake & Ohio
- 18 Railway.

Traffic  
Excluded.

### 19 ARTICLE THREE.

#### 20 THE BOARD OF CONTROL.

- 21 SECTION 1. The Presidents of the  
companies forming The Association  
and of such
- 22 other companies as may become par-

Board of  
Control.

- ties hereto, shall constitute the Board of Control,
- 23 which shall meet on the written request of any three of its members.
- 24 SECTION 2. In case of the absence of any member of The Board of Control from
- 25 a meeting the next ranking officer in such company having jurisdiction over traffic will
- 26 have authority to act in his place and stead.
- 27 SECTION 3. Each member of the Board of Control shall be entitled to one vote,
- 28 except that no System as designated in Article Four shall have more than three votes
- 29 in the aggregate.
- 30 It shall require three-fourths of the entire number of authorized votes to adopt any
- 31 proposition coming before the Board of Control.
- 32 SECTION 4. The Board of Control shall fix the salaries of any Commissioners
- 33 appointed by The Managers.
- 34 The salaries of other officers and employees of The Association shall be subject to
- 35 its review and approval.
- 36 The Board of Control shall select The Arbitrators and fix their compensation and
- 37 term of service.

61

Representation at Meetings.

62

Number of votes of each System.

Number of Votes to Decide.

63

Compensation of Officers and Employees.

Board of Control to select Arbitrators

64 38 SECTION 5. The Board of Control shall appoint an Auditing Committee, who shall  
 39 examine and report to it upon the accounts of The Association.

Auditing  
Committee.

40 SECTION 6. The Board of Control shall prescribe the conditions and rules under  
 41 which additional railway systems or companies shall become parties hereto and be  
 42 represented upon the Board of Managers.

Additional  
Members.

65 43 SECTION 7. Only The Board of Control shall consider appeals from the action of  
 44 The Managers on all questions as to rates or fares, except differentials.

Appeals  
from  
Managers  
as to Rates  
and Fares.

45 SECTION 8. Pending decisions by The Board of Control the decisions and orders  
 46 of The Managers shall prevail.

# 1 ARTICLE FOUR.

## 66 2 THE BOARD OF MANAGERS.

3 SECTION 1. The Board of Managers shall consist of not less than nine members, of  
 4 which each of the following nine systems shall designate one:  
 5 Baltimore & Ohio System, now comprising the Baltimore & Ohio Railroad line  
 6 from Philadelphia to Parkersburg and from Philadelphia to Chicago via

Board of  
Managers  
and the  
Systems  
they  
represent.

- 7 Wheeling and via Pittsburg and Con-  
nellsville; Baltimore & Ohio South-  
8 western; Cleveland Terminal & Val-  
ley, and the Pittsburg & Western Rail-  
9 road Companies, and all their leased,  
controlled or operated lines.
- 10 Chesapeake & Ohio System, now  
comprising the Chesapeake & Ohio;  
Cleveland,  
11 Cincinnati, Chicago & St. Louis, and  
lines composing that system, and  
the
- 12 Peoria & Eastern Railroad Com-  
panies, and all their leased, con-  
trolled or  
13 operated lines.
- 14 Erie System, now comprising the  
Erie Railroad Company; the Chi-  
cago & Erie  
15 Railroad Company, and all their  
leased, controlled or operated lines.
- 16 Grand Trunk System, now compris-  
ing the Grand Trunk Railway Com-  
pany of  
17 Canada and its affiliations west of the  
St. Clair River, viz., the Chicago &  
18 Grand Trunk; Cincinnati, Saginaw  
& Mackinaw; Detroit, Grand  
Haven &  
19 Milwaukee; Michigan Air Line, and  
the Toledo, Saginaw & Muskegon  
20 Railway Companies, and all their  
leased, controlled or operated lines.
- 21 Lackawanna System, now comprising  
the Delaware, Lackawanna & West-  
ern Rail-  
22 road Company and its leased lines;

67

68

69

Companies  
comprising  
the  
Systems.

- 70      and the Syracuse, Binghamton &  
New
- 23      York Railroad Company, and all  
their leased, controlled or operated  
lines.
- 24      Lehigh Valley System, now compris-  
ing the Lehigh Valley Railroad  
Company
- 25      and all its leased, controlled or oper-  
ated lines.
- 26      Pennsylvania System, now compris-  
ing the Allegheny Valley; Cum-  
berland Valley;
- 71 27      Cincinnati & Muskingum Valley;  
Grand Rapids & Indiana; North-  
ern Cen-
- 28      tral; Pennsylvania; Pennsylvania  
Company; Philadelphia, Wilming-  
ton &
- 29      Baltimore; Pittsburg, Cincinnati,  
Chicago & St. Louis, and the Terre  
Haute
- 30      & Indianapolis (Vandalia Line) Rail-  
road Companies, and all their  
leased, con-
- 31      trolled or operated lines.
- 72 32      Vanderbilt System, now comprising  
the Beech Creek; Canada Southern  
and its
- 33      leased lines; Dunkirk, Allegheny  
Valley & Pittsburg; Lake Shore &
- 34      Michigan Southern; Michigan Cen-  
tral and its leased lines; New York  
Central
- 35      & Hudson River; New York, Chicago  
& St. Louis; Pittsburg & Lake
- 36      Erie; Rome, Watertown & Ogdens-  
burg; Walkill Valley, and the West



- 37 Shore Railroad Companies, and all 73  
 their leased, controlled or operated  
 lines.
- 38 Wabash System, now comprising the  
 Wabash Railroad Company and all  
 its leased,  
 39 controlled or operated lines east of  
 the Mississippi River.
- 40 SECTION 2. Additional Managers re- Additional  
 presenting other systems or com- Managers.  
 panies which
- 41 are now or may hereafter become  
 parties to this Agreement, may be  
 designated as such 74
- 42 systems or companies under the  
 authority and rules of The Board  
 of Control.
- 43 SECTION 3. Each Manager shall hold  
 office during the continuance of  
 this Agree- Term of  
 44 ment, subject to the pleasure of, and Office and  
 shall be compensated by, the sys- Compensation.  
 tem appointing  
 45 him.
- 46 ARTICLE FIVE.
- 47 RELATING TO THE DUTIES AND POWERS 75  
 OF THE MANAGERS.
- 48 SECTION 1. The Managers shall have  
 their principal office in New York  
 City and Managers'  
 49 shall continue in session subject to Office,  
 their rules. They shall elect a Sessions,  
 Chairman annually. Chairman.

- 76 50 SECTION 2. The Managers shall  
adopt their rules and perfect their  
organization. Rules of  
Managers  
and vote  
required  
to adopt.
- 51 It shall, however, require the affirm-  
ative votes of three-fourths of their  
entire number
- 52 to adopt any proposition coming be-  
fore them.
- 1 SECTION 3. In considering questions  
which exceptionally affect the in-  
terests of Questions  
affecting  
Companies  
unrepres-  
ented by  
Managers.
- 2 any company party hereto unrepres-  
ented upon The Board of Man-  
77 agers, such company
- 3 shall be advised thereof and be  
afforded an opportunity under the  
rules of The Mana-
- 4 gers for presenting to them its views  
before final action is taken.
- 5 SECTION 4. The Managers shall con-  
strue this Agreement and all reso-  
lutions Managers  
to construe  
Agreement.
- 6 adopted thereunder.
- 7 SECTION 5. All applications for dif-  
ferentials and for changes in rates,  
78 fares, Appeals  
from  
Managers  
to  
Arbitrators  
and Board  
of Control.
- 8 charges and rules shall be made to  
The Managers. Their action upon  
differentials and
- 9 upon all questions except as to rates  
and fares shall be subject to appeal,  
but only to
- 10 The Arbitrators. Their action as to  
rates and fares (except differentials)  
shall be sub-
- 11 ject to appeal only to The Board of  
Control.

- 12 Decisions and orders of The Managers  
shall be complied with until such  
appeals  
13 are decided.

79

14 ARTICLE SIX.

15 APPOINTMENT OF COMMISSIONERS.

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

Appoint-  
ment of  
Commis-  
sioners.

80

18 ARTICLE SEVEN.

19 RATES, FARES, CHARGES AND RULES.

- 20 SECTION 1. The duly published  
Schedules of rates, fares and charges  
and the rules

Re-affirma-  
tion of  
Rates,  
Fares,  
Charges  
and Rules.

- 21 applicable thereto now in force and  
authorized by the companies par-  
ties hereto upon the

- 22 traffic covered by this agreement (and  
filed with the Interstate Commerce  
Commission

- 23 as to such of said traffic as is inter-  
state), are hereby re-affirmed by  
the companies com-

81

- 24 posing The Association, and the com-  
panies parties hereto shall within  
ten days after

- 25 this agreement becomes effective file  
with The Managers copies of all  
such schedules of

- 26 rates, fares and charges and the rules  
applicable thereto.

- 82 27 SECTION 2. The Managers shall from  
time to time recommend such  
changes in said  
28 rates, fares, charges and rules as may  
be reasonable and just, and neces-  
sary for govern-  
29 ing the traffic covered by this Agree-  
ment and for protecting the inter-  
ests of the parties  
30 hereto therein, and the failure to ob-  
serve such recommendations by any  
party hereto as  
31 and when made shall be deemed a  
violation of this Agreement. No  
83 company party  
32 hereto shall through any of its offic-  
ers or agents deviate from or  
change the rates, fares,  
33 charges or rules herein re-affirmed or  
so recommended by The Managers,  
except by a  
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  
84 36 road. A copy of the resolution of the  
Board of any company party here-  
to authorizing  
37 any such change shall be immediately  
forwarded 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

Managers  
to  
Recommend  
Changes in  
Rates,  
Fares, etc.

40 notice, shall act promptly upon the  
same for the protection of the parties hereto.

85

41 SECTION 3. The powers conferred  
upon The Managers shall be so construed and

Managers  
not to  
permit  
violations  
of law,  
and to  
co-operate  
with  
Interstate  
Commerce  
Commission.

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 any

44 of the companies parties hereto, and  
The Managers shall co-operate with  
the Interstate

86

45 Commerce Commission to secure  
stability and uniformity in the  
rates, fares, charges

46 and rules established hereunder.

#### 47 ARTICLE EIGHT.

##### 48 PROPORTIONS 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  
competitive traffic covered by this  
agreement so

87

51 far as can be legally done.

#### 1 ARTICLE NINE.

##### 2 RELATIONS TO NON-CONCURRENCE COMPANIES AND REVISIONS OF RATES AND FARES.

3 SECTION 1. The Managers shall decide and enforce the course which  
shall be

Action  
as to Non-  
Concurring  
Companies.

- 88 4 pursued with connecting companies  
not parties to this Agreement,  
which fail or decline
- 5 to observe the rates, fares, charges  
and rules established under this  
Agreement. The
- 6 interests of companies parties hereto  
injuriously affected by such action  
of The
- 7 Managers, shall in such instances,  
be accorded reasonable protection  
in so far as The
- 8 Managers can legally do so.

- 89 9 SECTION 2. When in their judgment  
necessary to the purposes of this  
Agreement,
- 10 The Managers may determine the  
divisions of rates and fares between  
connecting com-
- 11 panies parties hereto and between  
them and connections not parties  
hereto, keeping in
- 12 view uniformity and the equities  
involved.

Divisions of  
Rates and  
Fares.

- 13 ARTICLE TEN.
- 90 14 LIMITATION OF POWERS OF FREIGHT  
LINES.

- 15 It is recognized and agreed that  
economy in the operation of  
through co-opera-
- 16 tive and commission freight lines and  
the limitation or termination of  
many of their
- 17 existing powers and functions are  
absolutely required, and the com-  
panies parties hereto

Limitation  
of Powers  
of Freight  
Lines.

- 18 will actively co-operate with The  
 Managers and so manage such lines  
 as to accomplish  
 19 such results.

91

## 20 ARTICLE ELEVEN.

### 21 MANAGERS MAY ORGANIZE JOINT AGENCIES.

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

Organiza-  
 tion of  
 Joint  
 Agencies.

92

## 26 ARTICLE TWELVE.

### 27 MANAGERS TO APPROVE CONTRACTING AGENCIES.

- 28 No soliciting or contracting passen-  
 ger or freight agency shall be main-  
 tained directly  
 29 or indirectly by any of the companies  
 parties hereto or by any freight  
 line in connection  
 30 with the traffic covered by this  
 Agreement, except with the ap-  
 proval of The Managers,  
 31 and no person who is decided by The  
 Managers to be objectionable shall  
 be employed  
 32 or continued in such agency.

Soliciting  
 and Con-  
 tracting  
 Agencies.

93

94

## 33 ARTICLE THIRTEEN.

34 MANAGERS TO DEFINE DUTIES OF  
CONTRACTING AGENTS.35 SECTION 1. The Managers shall de-  
fine the authority and duties of all  
personsDuties and  
Authority  
of  
Soliciting  
Agents.36 acting as contracting and soliciting  
freight and passenger agents in  
relation to the traffic37 covered hereby, and, with due re-  
gard to the relative interests in-  
volved, they may deter-

95

38 mine the number of such persons to  
be employed. The parties hereto  
shall observe and39 enforce the orders of The Managers  
from time to time issued in that  
behalf.40 SECTION 2. Such contracting and  
soliciting agents as The Managers  
appoint shallSoliciting  
Agents on  
Association  
Pay-rolls.41 be carried upon the pay-rolls of The  
Association.

96

42 SECTION 3. The Grand Trunk Com-  
pany may appoint soliciting agents  
to beGrand  
Trunk  
Soliciting  
Agents in  
Canada.43 located at such points in Canada as  
may be necessary to meet the com-  
petition of44 Canadian lines not parties hereto,  
but such persons shall in all re-  
spects be subject to

45 the rules of The Managers.



1       **ARTICLE FOURTEEN.**

2       **COMPLAINTS AND INVESTIGATIONS**  
        **THEREOF.**

- 3       When in the judgment of The Mana-  
        gers their information or any com-  
        plaint 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 noti-  
        fied to attend, and  
        6 any or all matters affecting directly or  
        indirectly the traffic herein covered  
        may be  
        7 considered.

Investiga-  
 tions and  
 Evidence  
 to be  
 furnished.

8       **ARTICLE FIFTEEN.**

9       **REPORTS AND DATA TO BE FURNISHED.**

- 10      The companies parties hereto agree  
        to furnish to The Managers all re-  
        ports, papers  
        11 and information relating to the traf-  
        fic covered 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 Agree-  
        ment the offending Company shall  
        forfeit to The

Forfeitures  
 for  
 Violations.

- 100 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 discretion  
19 of The Managers, forfeit a sum not  
exceeding such gross receipts. Such  
forfeitures  
20 shall be applied to the payment of  
the expenses of The Association,  
101 except that the  
21 offending company shall not partici-  
pate in such application of its own  
forfeiture.

## 22 ARTICLE SEVENTEEN.

### 23 DEPOSITS, EXPENSE FUND, AND PRO- VISION FOR FORFEITURES.

- 24 SECTION 1. Upon the call of The  
Managers after this Agreement be-  
comes  
102 25 effective, each company party hereto  
shall deposit 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 com-  
pany party hereto from the traffic  
covered hereby,  
28 as The Managers may decide to be  
necessary to defray the expenses of  
The Association,

Provisions  
for Fund  
Expenses  
and  
Monthly  
Deposits.

29	including the salaries of the Commissioners and Arbitrators, and to provide for such	103
30	forfeitures as may be adjudged.	
31	SECTION 2. Any forfeiture made by any company party hereto, under the rules,	Payment of Forfeitures
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, exclusive of its said original contribution of five	
34	thousand dollars, shall be insufficient, it shall pay to The Managers such deficiency	104
35	within fifteen days after the forfeiture is finally adjudged.	
36	SECTION 3. The balance of said deposits remaining at the expiration of this	Distribution of Balance.
37	Agreement shall be divided between the companies then parties hereto in the ratio in	
38	which they have contributed, less the amounts forfeited.	
		105
39	ARTICLE EIGHTEEN.	
40	RETIREMENT FROM THE AGREEMENT.	
41	Any party retiring from this Agreement before the final completion of the time	Retirement from Agreement.
42	herein fixed, except by unanimous consent of the parties hereto, shall not be entitled to	

- 106 43 any refund from the residue of de-  
 posits remaining at the close of  
 this Agreement, but  
 44 if any company fails to observe and  
 be governed by this Agreement,  
 which fact shall  
 45 be determined by The Arbitrators,  
 and then fails to pay its forfeit-  
 ures within fifteen  
 46 days after such decision of The Arbi-  
 trators, then any other company  
 may withdraw  
 47 from this Agreement upon giving  
 thirty days written notice to The  
 107 Managers and such  
 48 company so withdrawing shall be  
 entitled to the residue of the funds  
 it has contributed.

# 1 ARTICLE NINETEEN.

## 2 BOARD OF ARBITRATION.

- 3 SECTION 1. There shall be a perma-  
 nent Board of Arbitration consist-  
 ing of three dis-  
 4 interested persons to which appeals  
 shall be made as to all questions,  
 108 including differen-  
 5 tials, arising under this Agreement,  
 except the determination of rates  
 and fares.
- 6 SECTION 2. All differences between  
 the parties hereto as to any lawful  
 measure  
 7 necessary to carry out the objects of  
 The Association, except as to rates  
 and fares

Board of  
Arbitration

All Differ-  
ences to be  
Arbitrated.

8 shall be submitted to and be finally  
decided by The Arbitrators.

109

9 SECTION 3. Pending decisions of  
The Arbitrators the decisions and  
orders of the

Managers'  
Decision to  
prevail  
pending  
Arbitration

10 Board of Control and Managers shall  
prevail.

11 SECTION 4. Hearings shall be had  
upon all questions arbitrated, un-  
der the rules

Hearings  
by the  
Arbitrators

12 established by The Arbitrators and  
approved by The Board of Control  
and the decision of The

110

13 Arbitrators or of any two of them  
shall be final.

#### 14 ARTICLE TWENTY.

##### 15 AMENDMENTS.

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

Amend-  
ments.

17 hereto.

#### 18 ARTICLE TWENTY-ONE.

##### 19 WHEN AGREEMENT BECOMES EFFECT- IVE AND ITS DURATION.

111

20 SECTION 1. This Agreement shall  
not be effective until it shall have  
been

When  
Agreement  
takes  
Effect.

21 approved by the Boards of Directors  
of the several companies parties  
hereto. Certi-

22 fied copies of resolutions giving such  
approval shall be filed with The  
Managers.

- 112 23 SECTION 2. This Agreement shall  
 take effect January 1st, 1896; and  
 shall con-  
 24 tinue in existence for five years  
 thereafter. After said period, any  
 company may retire  
 25 therefrom upon giving ninety days  
 written notice of its desire to do so.

Duration of  
 Agreement.

- 26 The Philadelphia & Reading Rail-  
 road Company being legally in-  
 113 capacitated from  
 27 signing this contract at present, but  
 having so far as it can do so indi-  
 cated  
 28 through its President and Receivers  
 and proposed Reorganization Com-  
 mittee its  
 29 desire to act in harmony therewith  
 and observe its terms, it is under-  
 stood that the  
 30 parties hereto will waive the signa-  
 ture of that company until it is  
 reorganized; and  
 114 31 be bound by this Agreement only so  
 long as that company observes its  
 conditions,  
 32 which fact shall be determined by  
 The Arbitrators provided herein.

Status of  
 Phila. and  
 Reading  
 Railroad.

33 IN WITNESS WHEREOF, the corporations, parties 115  
 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 Charles F. Mayer, President.

Attest, Andrew Anderson, Secretary.

THE BALTIMORE & OHIO SOUTHWESTERN RAIL- 116  
 ROAD 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 & ERIE RAILROAD COMPANY.

(L.S.) By J. G. McCullough, President.

THE CHICAGO & GRAND TRUNK RY. Co. 117

(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 & WESTERN  
 RAILROAD COMPANY.

(L.S.) By Sam. Sloan, President.

Attest, Fred. F. Chambers, Secretary.

118 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 & INDIANA RAILROAD  
COMPANY.

(L.S.) By J. H. P. Hughart, Second Vice-President.  
Attest, R. R. Metheany, Secretary.

THE GRAND TRUNK RAILWAY COMPANY OF  
CANADA.

(L.S.) By L. J. Seargeant, its General Manager.

119 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.

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

THE MICHIGAN CENTRAL RAILROAD COMPANY.

(L.S.) By H. B. Ledyard, President.  
Attest, E. D. Worcester, Secretary.

120 THE NEW YORK CENTRAL & HUDSON RIVER  
RAILROAD COMPANY.

(L.S.) By Chauncey M. Depew, President.  
Attest, E. D. Worcester, Secretary.

THE NEW YORK, CHICAGO & ST. LOUIS RAIL-  
ROAD 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. 121

(L.S.) By G. B. Roberts, President.  
Attest, Stephen W. White, Secretary.

## PENNSYLVANIA COMPANY.

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

## THE PENNSYLVANIA RAILROAD COMPANY,

(L.S.) By G. B. Roberts, President.  
Attest, J. C. Sims, Secretary.

## THE PHILADELPHIA &amp; READING RAILROAD COMPANY.

By action of its Receivers and Board  
of Managers, pursuant to the last 122  
clause of this Agreement and duly  
filed. See Attached copy. F.H.H.

## THE PHILADELPHIA, WILMINGTON &amp; BALTIMORE RAILROAD COMPANY.

(L.S.) By G. B. Roberts, President.  
Attest, D. S. Newhall, Assistant Secretary.

## THE PITTSBURG &amp; LAKE ERIE RAILROAD COMPANY.

(L.S.) By D. W. Caldwell, President.  
Attest, John G. Robinson, Secretary.

## THE PITTSBURG &amp; WESTERN RAILWAY COMPANY. 123

(L.S.) By Thos. M. King, President.  
Attest, T. J. Crump, Secretary.

## THE PITTSBURG, CINCINNATI, CHICAGO &amp; ST. LOUIS RAILWAY CO.

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

## TERRE HAUTE &amp; INDIANAPOLIS RAILROAD COMPANY.

(L.S.) By W. R. McKeen, President.  
Attest, Geo. E. Farrington, Secretary.

124 THE TOLEDO, PRORIA & WESTERN RAILWAY  
COMPANY.

(L.S.) By E. F. Leonard, President.  
Attest, E. D. Esner, 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. Rossitter, Secretary.

125 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."

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128

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."

129

130 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.

131 "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  
132 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, 133  
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 134  
correct extract from the minutes of the meeting of  
the Board of Managers of the Philadelphia & Read-  
ing Railroad Company, held December 11, 1895.

(Signed) W. R. TAYLOR,  
Secretary.

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

F. H. HORT,  
Secretary.

Sworn to before me, this }  
23d day of Dec., 1895. }

135

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

(Endorsed):—United States Circuit Court, South-  
ern District of New York. In Equity.—The  
United States of America, vs. The Joint Traffic  
Association, The New York Central & Hudson  
River Railroad Company and others.—Bill of  
Complaint.—Wallace Macfarlane, U. S. Attor-  
ney, P. O. Building, New York City.—U. S.  
Circuit Court, Filed Jan. 9, 1896.—John A.  
Shields, Clerk.