

MAINE STATE LEGISLATURE

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PUBLIC DOCUMENTS

OF THE

STATE OF MAINE

BEING THE

REPORTS

OF THE VARIOUS

**PUBLIC OFFICERS
DEPARTMENTS AND
INSTITUTIONS**

FOR THE TWO YEARS

JULY 1, 1922--JUNE 30, 1924

First Biennial Report

(Eighth and Ninth Annual Reports)

Public Utilities Commission

STATE OF MAINE

TWO YEARS ENDING JUNE 30, 1924

1923-1924

PUBLIC UTILITIES COMMISSION OF THE STATE
OF MAINE

THE COMMISSION

CHARLES E. GURNEY, *Chairman*
HERBERT W. TRAFTON, *Commissioner*
ALBERT GREENLAW, *Commissioner*

GEORGE F. GIDDINGS, *Clerk*
RUEL C. HANKS, *Official Reporter*
ERVIN E. J. LANDER, *Assistant Reporter*

ENGINEERING DEPARTMENT

*WILLIAM M. BLACK, *Chief Engineer*
†JOHN E. GOODWIN, *Assistant Engineer*
RICHARD E. DOWNING, *Assistant Engineer*

ACCOUNTING DEPARTMENT

ALBERT E. LAMB, *Chief Accountant*
GEORGE A. COLBURN, *Auditor*

RATES DEPARTMENT

FRANK J. MCARDLE, *Chief*

INSPECTIONS DEPARTMENT

ELMER E. PARKMAN, *Chief Inspector of Utilities*
FRANK A. DOLLOFF, *Inspector of Utilities*

TELEPHONE DEPARTMENT

‡GEORGE R. ARMSTRONG, *Telephone Engineer*

*Resigned May 10, 1924.

†Acting Chief Engineer

‡Resigned December 29, 1923.

PLATE 10. THE GREAT WALL OF CHINA. (See page 100.)

CHINA

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To the Honorable, the Governor and Executive Council of the State of Maine:

Chapter 82 of the Public Laws of 1923 provides that the Commission shall print its report biennially covering two fiscal years preceding each legislative year. Prior to the enactment of said Chapter 82 the Commission was required to print its reports annually. This first biennial report, therefore, contains the information, which, except for the change in the law made by the enactment of said Chapter 82, would have been covered in the eighth and ninth annual reports of the Commission for the years ending June 30, 1923 and June 30, 1924.

At the present time there are under the jurisdiction of the Commission 420 utilities, classified as follows:—

Electric light and power, 74; Electric railroads, 14; Express, 3; Gas, 10; Steamboats, 23; Steam railroads, 14; Telephone, 110; Telegraph, 4; Warehousemen, 2; Water, 156; Wharfingers, 10.

The legislature of 1923 enacted Chapter 211 of the Public Laws whose effect is to place under the jurisdiction of the Commission every person, firm, or corporation operating any motor vehicle upon any public street or highway for the carrying of passengers for hire, provided the same are operated over regular routes between points in this State. From the period of December 31, 1923, to June 30, 1924, the Commission issued 36 certificates covering the operation of 52 such cars.

During the period of the World War, construction, extensions and improvements by public utilities were impeded in order to conserve men and materials for the great conflict. Construction work, except necessary maintenance by the utilities, did not recover from the effect of the great conflict until a few years ago. Since that time the work of this Commission has very materially increased.

For the year ending June 30, 1923, the Commission had filed with it 510 cases; and for the year ending June 30, 1924, there were filed 529 cases. Each case required a public hearing, a conference, or extensive correspondence, and many times all of these. The following is a resume

of the cases by docket entries, handled by the Commission for the two years ending June 30, 1924:—

ACCIDENT DOCKET

From June 30, 1922, to June 30, 1923, 50 fatal accidents were reported; 6 by Street Railways, 38 by Steam Railroads, 5 by Electric Light & Power Companies, and 1 by Telephone & Telegraph Companies. On the total of 50 it was necessary for the Commission to hold two hearings. Prompt investigations, however, were made by the Commission in each case and findings rendered.

From June 30, 1923 to June 30, 1924, 49 fatal accidents were reported; 8 by Street Railways, 29 by Steam Railroads and 5 by Electric Light & Power Companies. Investigations were made and findings were issued by the Commission in each case.

CONTRACT DOCKET

From June 30, 1922, to June 30, 1923, 25 cases were entered on the contract docket. In each case the Commission issued an order.

From June 30, 1923, to June 30, 1924, 27 contracts were filed and entered on the contract docket. In each instance the Commission issued an order.

FORMAL COMPLAINT DOCKET

From June 30, 1922, to June 30, 1923, 69 formal complaints were entered on the docket. 40 involved rates for service and of this 40 there were 23 claims for reparation and 4 which required the suspension of rates, 3 complaints were received which related to service and one which included both rates and service. Each complaint required the investigation of one or more of the Commission's Departments. On the total of 69 cases the Commission issued 36 notices of investigation and held 26 hearings. 65 were disposed of by an order of the Commission—of this number 31 were dismissal orders. 4 are still pending on the Commission's docket.

From June 30, 1923, to June 30, 1924, 48 formal complaints were entered on the docket. 38 involved rates for service and of this number there were 13 claims for reparation and 5 which required the suspension of rates. 1 complaint was received which included service and 1 which involved both rates and service. Each complaint required the investigation of one or more of the Commission's Departments. On the total of 48 it was necessary to issue 22 notices of investigation and to hold ten hearings. 26 of these have been disposed of by a decision of the Commission—3 were dismissal orders. 22 are still pending on the docket.

INFORMAL COMPLAINTS

From June 30, 1922, to June 30, 1923, 95 informal complaints were received. 26 involved rates and 69 service. 90 have been satisfactorily adjusted and 5 are still pending on the docket.

From June 30, 1923, to June 30, 1924, 83 informal complaints were received. 20 involved rates and 63 service. 56 have been satisfactorily adjusted and 27 are still pending on the docket.

MOTOR BUS DOCKET

From January 1, 1923, to June 30, 1923, 25 applications were received for jitney certificates. On each application it was necessary to hold a hearing. 15 of the applicants were granted certificates; 5 applications were dismissed, and the remaining were closed on the docket by reason of failure of appearance at the hearing or because of withdrawal of application.

From June 30, 1923, to June 30, 1924, 98 applications were received for jitney certificates. On the 98 applications it was necessary to hold 51 hearings. 66 applicants were granted certificates; 8 applications were dismissed; 24 are pending on the Commission's docket.

During the period from January 1, 1924, to June 30, 1924, thirty-six certificates were issued.

RAILROAD DOCKET

From June 30, 1922, to June 30, 1923, 170 cases were entered on the Railroad Docket. 116 involved the filing of rates, tariffs, etc., on less than statutory notice. 54 involved other railroad proceedings; i.e., highway crossings, taking of land, issue of securities, protection of grade crossings, alteration of grade crossings, etc. On the total of 170 cases it was necessary to hold 31 hearings. 168 have been disposed of by the Commission's decisions—4 being dismissed. 2 are still pending on the docket.

From June 30, 1923, to June 30, 1924, 144 cases were entered on the Railroad Docket. 119 involved the filing of rates, tariffs, etc., on less than statutory notice. 25 involved other railroad proceedings; i.e., highway crossings, taking of land, issue of securities, protection of grade crossings, etc. On the total of 144 cases it was necessary to hold 17 hearings. 136 have been disposed of by an order of the Commission—2 were dismissal orders. 8 are still pending on the docket.

UTILITIES DOCKET

From June 30, 1922, to June 30, 1923, 76 cases were entered on the Utilities Docket. Of this number 30 involved the filing of rates and schedules on less than statutory notice; 12 involved the issue of bonds; 3 the increase of stock; 14 the issue of stock and 1 the decrease of stock; 4 for authority to declare stock dividends; 8 involved the purchase and sale of property, rights, franchises, etc., and 5 were for authority to enter and furnish service in new territory. On the total of 76 cases it was necessary to hold 33 hearings. 73 have been disposed of by a decision of the Commission—6 being dismissal orders; and 3 are still pending on the docket.

From June 30, 1923, to June 30, 1924, 80 cases were entered on the Utilities Docket. Of this number 24 involved the filing of rates and schedules on less than statutory notice; 11 involved the issue of bonds; 5 increase of stock; 4 decrease of stock and 15 the issue of stock; 1 for

authority to declare stock dividend; 8 were petitions for authority to enter and furnish service in new territory; 9 involved the purchase or sale of property; 1 for authority to consolidate property; 1 for authority to lease property, and 1 a petition relative to quality of service. On the total of 80 cases it was necessary to hold 22 hearings. 58 were disposed of by a decision of the Commission—4 being dismissal orders. 22 are still pending on the docket.

Mr. George R. Armstrong, Telephone Engineer, resigned December 29, 1923, to accept a better position out of the state.

Mr. William M. Black, Chief Engineer, resigned May 10, 1924, to go with the Public Service Commission of another state. Mr. John E. Goodwin, Assistant Engineer, was appointed Acting Chief Engineer, and at present is filling that position. Mr. Richard E. Downing was appointed Assistant Engineer.

According to statistics issued by the National Association of Railroad and Utility Commissioners for the year 1923, in the United States, there were 2,268 persons killed and 6,314 injured at railroad-highway crossings. It is estimated, based upon previous Interstate Commerce Commission reports, that during the year 1924, 2800 persons will be killed and approximately 8000 persons will be injured. Every day in the year 7.6 persons will be killed and 21.8 persons will be injured. This is equivalent to one person being killed every 3 hours, day and night, and one person being injured every hour. 80% of all crossing accidents involved motor vehicles.

Our records show that during the year ended June 30, 1924, in Maine, 15 persons were killed and 26 were injured at grade crossings. More than 90% of all crossing accidents in Maine involved motor vehicles.

If no new crossings are added it would be physically impossible to remove the present crossings in the lifetime of anyone now living, because of the serious interference

with absolutely essential traffic movement, the structural and labor problems involved and the wholly prohibitive cost.

The automobile at highway grade crossings is a serious problem, and should command the attention of every thoughtful citizen. Warning signs have been placed near all grade crossings for a purpose, and that purpose is to protect the traveling public, not only on the railroads but upon the highways. Every person approaching a grade crossing should be diligent and use reasonable care in order to protect not only himself but other people. It is only through process of education that the deplorable number of fatal accidents at grade crossings can be reduced.

The Commission omitted statistical tables in its last report for the 18 months ended June 30, 1922, because of the expense involved in printing such tables. It was believed at that time that the comparatively large expenditure of money required for that purpose was not warranted by the benefit accruing to the public therefrom. Since that report was issued, however, the Commission has received many calls for these statistical tables, which it has been unable to fill. Letters and requests have been received from many different sources asking that these tables be again incorporated in our reports. These letters seem to indicate that the writers were desirous of obtaining statistics for comparison and other purposes and that a break in the continuity of such statistics worked a hardship upon bankers, college authorities, and public utility operators. The Chief Accountant of the Commission in his report has made recommendations that certain statistics be published in our reports. He has evolved a plan in which, by curtailment and rearrangement of certain tables, he estimates that the cost of printing will be greatly reduced over former years. We believe that in this way the more essential parts of the statistical information may be made available at a reasonable expense. We shall, therefore, endeavor to print certain statistical tables in our next report which will be of use to the public.

In our Seventh Annual Report we expressed the desire that we might be able to attach permanently to our staff

a valuation engineer. We believe the Commission should have in its file data pertaining to the valuation of public utilities. We also desire to make an inspection of bridges located on steam and electric railroads, together with municipal bridges, over which the tracks of electric railway companies are laid. This work is essential but it is impossible to handle it with our present engineering force. In order to carry such work on successfully, it will be necessary to obtain the services of at least one more capable engineer to be attached permanently to our staff. We, therefore, urgently request an additional appropriation for that purpose.

The use of automobiles, publicly and privately operated, is constantly increasing each year, and presents a problem for legislative consideration.

During the last two years the railroad companies, steam and electric, have been seriously affected by the use of motor cars. In spite of the fact that electric railroads in Maine have been authorized to increase their rates of fare, their gross revenues continue to decline. The steam railroads are more particularly affected by the so-called "long haul" than by "local haul." It is very noticeable that the tourists of today coming to Maine from all parts of the United States are using automobiles for transportation of persons and property.

Maine was one of the first states to enact a so-called jitney law. The legislature of 1921 enacted Chapter 184 of the Public Laws, which was superseded by Chapter 211 of the Public Laws of 1923. Said Chapter 211 is the present law by which this Commission has jurisdiction over so-called jitneys. Section 1 of said act reads as follows:—

"The Public Utilities Commission shall have jurisdiction over every person, firm or corporation operating any motor vehicle upon any public street or highway for the carrying of passengers for hire, provided the same are operated over regular routes between points in this State."* * * *

The Commission is authorized, under Section 2 of said Act, to make from time to time rules and regulations governing the operation of motor vehicles used for the carrying of passengers for hire, which shall include provisions concerning the route of operation, schedule to be operated and maintained, rates of fare to be charged for the carrying of passengers, safeguarding of passengers and other persons using the streets and highways and such other regulations as may be deemed necessary for the safety or convenience of the public.

The jurisdiction of the Commission, therefore, extends only to those publicly operated cars carrying passengers for hire over regular routes between points in the State of Maine. The use of automobiles for the carrying of passengers and property for hire, from our experience, divides into three parts:—

1. Those operating and carrying passengers for hire over regular routes between points in the State.

2. Those operating and carrying passengers for hire, not over regular routes between points in the State. This group might be called independent operators who have heretofore escaped all regulation.

3. The motor truck transportation, the operation of which is causing serious inroads upon the gross revenue of the steam railroad companies of the State of Maine and creates a difficult problem.

The records of the Secretary of State's office show that 2,475 public cars were registered from January 1, 1924, to June 30, 1924. Of this number only 52 cars were regulated by this Commission through the issuance of 36 certificates to persons, firms or corporations to operate so-called jitneys.

The National Association of Railroad and Utilities Commissioners of the United States has for the last two years been seriously considering the subject of motor-bus transportation and motor-freight carriers as a problem of great importance and has through its committee reported a tentative law, which, with certain modifications will probably meet the conditions in each State. That tentative

draft of the law is on file in our office and is for use of any person who desires to study the matter.

The following statement gives the expenses of the Commission for the year ending June 30, 1923:

Appropriation for Salaries and Clerk Hire.....		\$43,200 00
Expended for Salaries of Commissioners and Clerk.....	\$16,999 88	
Accountants	4,000 00	
Chief of Rates.....	2,499 64	
Chief Engineer.....	2,500 00	
Assistant Engineer	1,796 27	
Telephone Engineer.....	2,500 00	
Inspectors	4,300 00	
Official Reporter.....	1,750 32	
Office Stenographers.....	5,693 17	
	<hr/>	
Total Salaries		42,039 28
		<hr/>
Balance		\$ 1,160 72
Appropriation for General Office Expenses		\$10,000 00
Expended for Executive Department:		
Traveling Expenses	\$1,088 20	
Office Supplies & Expenses.....	934 56	
Office Equipment	377 58	
Postage	505 00	
Printing & Buying Forms	15 55	
Printing General Orders.....	29 58	
Express	13 09	
Witness Fees, etc.	85 23	
Books and Periodicals.....	518 90	
Telephone and Telegraph.....	335 80	
Printing Annual Report	902 58	
Miscellaneous	300 00	
	<hr/>	
		\$ 5,106 07

Expenses — Accounting Department:

Traveling Expenses	\$ 66 20	
Printing & Purchase of Forms	687 56	\$ 753 76

Chief of Rates:

Traveling Expenses		50 70
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Expenses—Engineering Department:

Engineering Equipment	\$ 43 50	
Traveling Expenses	597 66	
Printing Blanks, etc.	58 10	

\$ 699 26

Inspection of Utilities	720 86	
Automatic Signals, etc.	511 10	
Pollution Domestic Water Supply	133 70	
Regulation of Motor Busses	161 43	
Accident Investigation	170 70	

Total General Expense..... \$8,307 53

Balance

\$1,692 42

Appropriation for Aid of Navigation	\$2,258 86	
Expended for year	1,652 05	

Balance

\$ 606 81

Appropriation for Steamboat Inspections	\$2,600 00	
Expended for year.....	2,122 96	

Balance

\$ 477 04

Appropriation for Grade Crossings	\$20,000 00	
Expended for year.....	552 83	

Balance

\$19,447 12

The following statement gives the expenses of the Commission for the year ending June 30, 1924:

Appropriation for Salaries and Clerk Hire		\$44,300 00
Expended for Salaries of Commissioners	\$14,000 00	
Clerk	2,999 88	
Accountants	4,000 00	
Chief of Rates	2,499 64	
Chief Engineer (46 weeks)	2,211 22	
Assistant Engineer	1,984 56	
Telephone Engineer (to Dec. 8)	1,126 21	
Inspectors	4,300 00	
Official Reporter	1,750 32	
Office Stenographers	4,998 83	
Steamboat Inspector	780 00	
		<hr/>
Total Salaries		40,650 66
		<hr/>
Balance		\$ 3,649 34
Appropriation for General Expenses		\$10,700 00
Expended for Executive Department:		
Traveling Expenses.....	\$1,035 92	
Office Supplies & Expenses	1,036 82	
Office Equipment	718 43	
Postage	545 16	
Printing & Buying Forms	5 40	
Printing General Orders	171 01	
Express	18 66	
Witness Fees, etc.	15 00	
Books & Periodicals	306 15	
Telephone & Telegraph	329 11	
Miscellaneous	300 00	
		<hr/>
		\$ 4,481 66
Expenses—Accounting Department:		
Traveling Expenses	\$ 126 24	

Printing & Buying Forms	1,948 14	
		<u>\$ 2,074 38</u>
Chief of Rates—Traveling Expenses		94 19
Expenses—Engineering Department:		
Traveling Expenses	\$ 600 44	
Printing Blanks, etc.	9 44	
		<u>609 88</u>
Inspection of Utilities		775 92
Automatic Signals, etc.		4 05
Pollution Domestic Water Supply....		219 75
Regulation of Motor Busses		19 79
Accident Investigation		209 61
Steamboat Inspector Expenses		825 18
		<u>\$9,314 41</u>
Total General Expense		\$1,385 59
Balance		
Appropriation for Water Resources (C. O. 244)		\$5,000 00
Appropriation for Water Resources (C. O. 115)		1,000 00
		<u>\$6,000 00</u>
Expenditures—Salaries & Expenses		5,444 74
		<u>\$ 555 26</u>
Balance		
Appropriation for Aid of Navigation		\$1,856 81
Expended for year		869 64
		<u>\$ 987 17</u>
Balance		
Appropriation for Grade Crossings		\$29,447 12
Expended for year		1,980 55
		<u>\$27,466 57</u>
Balance		

Appropriation for Hydrographic & Geological Survey (C. O)	\$ 5,000 00
Expended for year	4,983 07
	<hr/>
Balance	\$ 16 93

Following are the reports of the Chiefs of the different divisions of the Commission, and several of our decisions and orders, and findings in accident cases, which we deem to be of general interest to the public.

We desire to express our appreciation to the Town and Municipal Officers who have so courteously permitted us to use Municipal Buildings for hearing purposes.

In prosecuting the work before the Commission, we have received the hearty co-operation of our Chiefs of Departments and other employees who have given to the State faithful and efficient service.

Respectfully submitted,

CHARLES E. GURNEY,
HERBERT W. TRAFTON,
ALBERT GREENLAW,
Public Utilities Commission of Maine.

July 1, 1924.

REPORT OF THE CHIEF ENGINEER FOR THE TWO YEARS ENDING JUNE 30, 1924.

*To the Maine Public Utilities Commission, Augusta, Maine,
Hon. Charles E. Gurney, Chairman.*

GENTLEMEN: Following is my report on the activities of the engineering department for the period July 1, 1922, to May 10, 1924.

During the first year of this period the staff consisted of myself and one assistant. H. W. Coffin held the position of Assistant Engineer until late in December, 1922, at which time he resigned to accept a position with the Bangor Railway and Electric Company. Mr. Coffin assumed the duties of the office October 13, 1920, and in the two years or more that he remained with the Commission he satisfactorily demonstrated his value to this organization in its work with the electric utilities. In January, 1923, Mr. John E. Goodwin was employed to fill the vacancy and has since attended to the duties of an Assistant Engineer in an efficient manner.

On July 1st, 1923, the engineering work previously carried on by the Maine Water Power Commission was placed under the direction of this department. Mr. M. R. Stackpole, who had been Assistant Engineer in charge of stream gaging, and Miss Alice L. Barentzen, who had been clerk and stenographer with the Water Power Commission, were both retained so that there was no interruption in collecting, recording and filing of the stream flow and allied data. I feel that it is not out of place to express my appreciation of their faithful services in this work.

Our records show that in this period of twenty-two months the engineering department has investigated and reported upon ninety cases, divided as follows:

- 52 extension cases involving the rendering of service to new customers or districts.
- 5 cases involving safe construction and operation of utility properties.
- 13 cases relative to the character and adequacy of the service rendered.

16 cases requiring valuation of utility properties.

These valuations were made for cases involving rates, sale of property or issue of securities.

4 cases relative to the reconstruction, safety and proper method of repairing certain bridges used by the railways.

In the investigation of these cases it has been necessary for the members of the engineering staff to attend many conferences and to be present at twenty-three hearings.

In October, 1919, I received orders from the Commission to prepare service and safety rules for electric utilities. The progress of this work has been covered in previous reports. During the period under discussion, two conferences were held with representatives of the railroad, telephone, telegraph and power companies who were interested in this matter. After these conferences I made the final draft of the proposed code and submitted it to the Commission, December 7, 1923.

SUPERPOWER.

During the past year there has been considerable interest in the northeastern section of the country in the proposed superpower system for interconnecting the power producing and consuming states so that an adequate and dependable supply of electric energy would be made available throughout this entire section. At the invitation of Honorable Herbert Hoover, Secretary of the United States Department of Commerce, engineering conferences were held in Washington on January 5 and again on April 14 to consider the various sources from which power might be obtained, and the localities wherein there is a demand for power. I attended both of these conferences as a representative from the State of Maine so that we would be in a position to have first-hand information in regard to the power situation in this territory.

WATER RESOURCES.

Since July 1st, 1923, we have continued the sixteen regular gaging stations and ten co-operative stations. This work has been carried on in co-operation with the Water Resources Branch of the U. S. Geological Survey. Six rainfall stations and one evaporation station have also been maintained. Before the end of September, 1923, conditions were improved at three of the stream gaging stations so that more satisfactory records could be obtained. The intake pipes to the gage wells at Medway on the West Branch of Penobscot River and at Cornish on Saco River were lowered, and a water-stage recorder was installed on Dead River at The Forks. The gage on St. John River at Van Buren, which was damaged by high water in May, 1923, was re-installed in October. The improvements to these gaging stations were made possible through the co-operation of T. W. Clark, Hydraulic Engineer, Old Town, the Cumberland County Power and Light Company, and the Central Maine Power Company.

During the latter part of August, N. C. Grover and C. H. Pierce of the U. S. Geological Survey, in company with Mr. Stackpole and myself, visited eleven of the gaging stations for the purpose of inspection and to form an idea as to the value of the records being obtained. Some of the improvements previously spoken of were the direct result of this inspection.

After September 30, the end of the climatic year, the compilation of the run-off records for the office files and for publication in the Water Supply Papers of the U. S. Geological Survey were completed. Run-off records have been published up to October 1, 1920. The records since that time have been compiled for publication and are available at the office of the Commission for any who desire to obtain them.

During the winter months the usual discharge measurements have been carried on to determine the backwater effect of ice at the various gaging stations, and the usual high water measurements are being made at the present time. Computations have been started on the records from

all the gaging stations since the beginning of the present climatic year, October 1, 1923, so that the office work is being carried forward as rapidly as possible during this season of the year when there is a large amount of field work to be done.

TOPOGRAPHIC MAPPING.

This work was carried on prior to July 1st, 1923, by the Maine Water Power Commission. The actual field work has always been left to the Topographic Branch of the U. S. Geological Survey, the State Department simply determining what section of the State should be mapped.

When the work was taken over by this Commission, arrangements had been made to complete the Attean Pond quadrangle. I, therefore, felt that it was advisable to continue the work during the summer of 1923 as previously planned by the Water Power Commission. The field work on this section was completed in the fall and the drawing of the map is about 80% done at the present time, so that advance sheets should be available within a few months.

Some field work has been done in the past on the Burnham quadrangle and arrangements have been made for the Geological Survey to complete the field work in this section during the months of May and June, with the understanding that if the topographic mapping is continued the field party will undertake to make a survey of sections of the Dead River and Pierce Pond quadrangles, which will produce a topographic map of the Dead River from the Kennebec River to and including the proposed storage reservoir. It is thought that under this scheme of procedure it would be possible to have a map of this locality available early in 1925.

In this report I have attempted to show in a brief way the changes which have occurred in the personnel of the department and to give a general idea of the type and number of problems handled by the engineering staff. I have referred only to those cases and to such work as has been definitely assigned to the department. We have, however,

been called upon to furnish information and assist in the consideration of matters other than those mentioned herein.

Respectfully submitted,

WM. M. BLACK,

Chief Engineer.

REPORT OF THE CHIEF ACCOUNTANT
FOR THE
TWO YEARS ENDED JUNE 30, 1924.

Public Utilities Commission, Augusta, Maine.

GENTLEMEN:

The accounting staff, consisting of the Chief Accountant and one assistant, has checked the annual returns covering the two calendar years, 1922 and 1923, for the approximately 500 utilities reporting to this Commission, authorizing the necessary corrections in conformity with the effective accounting classifications.

As a result of the recommendation of the Accounting Division in the last annual report, the files now contain reports from the non-operating railroad companies whose property is leased to, and operated by, other companies. These reports furnish additional information of value to the Commission.

During the period covered by this report, there have been authorized by the Commission securities of a total par value of \$32,847,856.96, distributed among the various utilities, as follows:

<i>Utilities</i>	<i>Stock</i>	<i>Bonds</i>	<i>Notes</i>
Electric	\$6,231,061.32	\$3,731,825.64	\$610,000.00
Water	687,800.00	1,315,500.00	
Telephone	996,570.00		
Gas	50,000.00	225,000.00	
Electric Railroad	340,000.00	939,100.00	
Steam Railroad		13,406,000.00	4,315,000.00

\$8,305,431.32 \$19,617,425.64 \$4,925,000.00

The purposes for which these securities were issued are as follows:

For Additions, Purchase and Construction of Property	\$24,006,905.37
For Refunding and Retirement of Securities	8,773,951.59
For Stock Dividends	52,000.00
For Working Capital	15,000.00
	<hr/>
	\$32,847,856.96

In relation to each of these security issues, this department made an examination of the utility's records, in order to ascertain whether amounts requested had actually been expended for fixed property, appropriate deductions made for retirements, and that expenditures made were proper subjects for capitalization under the rules of the Commission's classification.

In addition to such investigations, other accounting examinations have been made in connection with various cases, in order to place necessary information before the Commission.

Since the publishing of the last report, much time and attention have been given to the revising of accounting rules for electric and gas utilities. After many conferences with reference to arrangement and accounting policies, the final draft as adopted was made effective January 1, 1924.

The utilities have experienced no difficulty in adapting their accounting practices to the new classifications, many having expressed satisfaction with the new regulations. The new rules are in line with recognized accounting principles for such utilities and are in a form adaptable to the needs of the various companies within the state. A draft of a report blank containing the new arrangement of accounts and schedules is now in the hands of the printer and will be available for use in filing the 1924 returns.

The lack of statistics in the annual report of the Commission, especially for the more important of our utilities, has been the cause of much complaint. It is recommended that in the report for 1926 there be published the financial and operating statistics for only the electric, gas, water,

electric and steam railroads and telephone companies. It is further recommended that this data be confined to companies having \$2000.00 or more gross revenue. With this curtailment and a re-arrangement of certain tables, it is estimated the work of printing will be cut not less than 40% over past years. This information is valuable from both operating and financial standpoints, and should be available. Much time has been devoted to assisting the smaller utilities in accounting matters, the results of which, together with a large amount of routine work in the department, do not lend themselves to a detailed report.

Respectfully submitted,

ALBERT E. LAMB,
Chief Accountant.

July 1, 1924.

REPORT OF THE CHIEF INSPECTOR FOR THE
YEAR ENDING DECEMBER 31, 1922.

To the Public Utilities Commission, Hon. Charles E. Gurney, Chairman, Augusta, Maine.

GENTLEMEN:—I herewith submit a report of the inspection of steam and electric railroads of Maine, including Additions and Betterments, Maintenance of Way, and Railway Equipment.

In addition to the inspection of railroads, an inspection has been made of the condition of stations, yards, guard rails and passenger car equipment in the State. Reports of these inspections are on file in the office; also the preliminary investigation made of all fatal accidents, and accident tables compiled. Many complaints were investigated and adjusted by this department, reports of which are on file, thus obviating the necessity of public hearings by the Commission.

Respectfully submitted,

ELMER E. PARKMAN,
Chief Inspector.

BANGOR & AROOSTOOK RAILROAD CO.

The roadbed, track and drainage have been maintained in good condition. There are some sections of the right of way which have not all been cleared of grass, weeds, bushes and old worthless ties. The fences have been generally well maintained.

The buildings and rolling equipment have been maintained in good condition.

During the year ending December 31, 1922, the following improvements have been made: 2,444 tons of new 80-lb. steel rails have been laid in main line track; 775 tons of old relaid 85-70-lb. steel rails have been laid in main line track; 240 tons of old relaid 85-80-70-lb. steel rails laid on sidings and extensions. In track maintenance there have been 91,062 new flat-bottom tie-plates, 6,704 new 85-80-lb. angle-bar rail joints used; 229,615 new cedar cross-ties, 217,638 feet hard pine bridge ties, 319,096 feet hard pine, 2,918 feet cedar and 34,188 feet hard pine switch ties used; 181 miles (302,507 cubic yards) of gravel and cinder ballast used; 154 cast iron pipe culverts, 12 concrete culverts of different sizes built; 3,960 feet main line track taken up, 46,728 feet abandoned (Iron Works Branch), 26,347 feet side track taken up, 4,013 feet abandoned (Iron Works Branch), 9,504 feet side track built; 940 feet new wire, 577 feet new snow fence built; 2 stations, Rand Cove and Maysville, destroyed by fire and replaced with flag stations and platform covering; concrete signal tower built at South Lagrange to replace one destroyed by fire; concrete engine-house built at Caribou; 14 sets station buildings and 3 flag stations painted; 1 automatic grade crossing signal installed at Caribou, and 1 electric semaphore installed near Deans Station. Bridge warning signs placed at Milo, Derby, Old Town, Norcross and Stockholm bridges; 250 box, 2 parlor-cafes, and 1 official car bought; 86 box cars rebuilt; 45 passenger, 15 caboose and 535 freight cars have been painted or varnished; changed trucks on 4 flat cars; equipped 4 passenger cars with electric lights; equipped 2 baggage cars with electric lights and standard mail apart-

ment fittings; equipped 3 locomotives with feed water heaters.

Number of bad order freight cars on hand December 31, 1922, 448.

Number of freight cars short December 31, 1922, 1,169.

BOSTON & MAINE RAILROAD.

The road-bed, track and drainage have been maintained in fair condition. The right of way has not all been cleared of grass, weeds and bushes. The fences have been well maintained.

The buildings and rolling equipment have been maintained in fair condition.

During the year ending December 31, 1922, the following improvements have been made in Maine: 785 tons of new 85-lb. steel rails have been laid in track; 398 tons of old 85-75-60-lb. relaid rails used; 24,056 new tie-plates used; 2,470 new rail joints used. There have been used 59,242 cross-ties, 29,297 feet hard pine bridge ties, 99,701 feet hard pine and chestnut switch ties used; 6,500 feet single track (2,920 cubic yards) cinder ballast used; 1,433 feet side track taken up; 2 sets of station buildings repainted (Wells Beach and Chicks); 60 feet of 12 inch C. I. Pipe culverts built at West Kennebunk; purchase of drainage rights at Kittery; 6,900 anti-creepers laid on eastern route between mile posts 58-104, and 8,000 anti-creepers laid on western route between Cummings and Rigby Stations; 19 new milk cars, 5 new baggage and mail cars, and 7 new coaches bought; 11 passenger, 856 freight cars rebuilt; 921 passenger, 2,647 freight, 126 caboose and 100 work cars painted or varnished; 25 superheaters, 102 steel underframes installed on passenger cars; 1,312 box cars equipped with X. L. A. roofs; 329 box cars equipped with mogul ends; 518 steel center sills installed on box cars and 302 coal cars. Number bad order freight cars on hand December 31, 1922, 3,719.

CANADIAN PACIFIC RAILWAY COMPANY.

The road-bed, track and drainage have been maintained in fair condition. The right of way has not all been cleared of grass, weeds and bushes.

The buildings and rolling equipment have been maintained in good condition.

During the year ending December 31, 1922, the following improvements in Maine have been made: 1,504 tons of old 85-80-lb. relaid rails used in track renewals; 43,588 new cross-ties used; 156,784 feet switch ties used; 2.50 miles cinder ballast used; 203 yards concrete bridge masonry used; 5 concrete, 1 wooden culvert built; 585 feet side track taken up; 9,834 feet wire and 5,100 feet board fence built; pump house at Caribou destroyed by fire rebuilt; 2 sets station buildings painted; laid 2,080 feet of 4 inch tile drain pipe in wet cuts; concrete retaining wall built at Fort Fairfield.

GRAND TRUNK RAILWAY SYSTEM.

The road-bed, track and drainage have been maintained in good condition. The right of way has been cleared of grass, weeds and bushes and all old worthless cross-ties burned.

The buildings and rolling equipment have been maintained in good condition.

During the year ending December 31, 1922, the following improvements in Maine have been made: 2,340 tons new 100-lb. steel rails have been laid in track, 234 tons of old 80-65-lb. relaid rails used; 44,020 new tie-plates, 5,282 new rail joints used.

There have been used 32,799 cross-ties, 3,033 feet bridge ties, 74,405 feet switch ties; 3 new concrete culverts built; 2,160 feet side track taken up, and 368 feet built; 660 feet new wire fence built; new station shelter built at Cumberland; 2 steel signal tool-houses built at Yarmouth and Mechanic Falls; 10 sets station buildings painted; automatic block signals installed from Danville Junction to Yar-

mouth Station; 1 new highway wig-wag signal installed between Oxford and Mechanic Falls Station. About 15 miles new 100-lb. steel rails replacing 80-lb. rail installed between Danville Junction and South Paris Station. Added five stops, sprinklers and extinguishers at elevators and sheds at Portland, electric lighting installed at Oxford Station. New T. O. Signal at Mechanic Falls; 202 additional piles installed under shed No. 7 at Portland, changed shoveller shaft from elevator No. 1 to No. 2; installed new lavatories at Deering round-house; installed grain bagging system shed No. 4, Portland; wheel lathes transferred from Canada to Deering; installed 20,000 Vaughn rail anchors, 100 lb. each, on main line.

KNOX RAILROAD COMPANY.

(Formerly Georges Valley Railroad.)

The road-bed, track and drainage are in fair condition, except that a lot of ballast is needed in sections to make good track condition.

The buildings and rolling equipment have been maintained in fair condition.

During the year ending December 31, 1922, the following improvements have been made: 1,000 new tie-plates used; 176 new cross-ties used; 3.40 miles crushed stone and lime rock chips used for ballast; 1 small gasoline and oil building built; 1 reversed curve straightened; 1 combination passenger and baggage car painted and varnished, and 1 freight car painted; 1 new motor section car painted and varnished.

LIME ROCK RAILROAD CO.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in good condition.

During the year ending December 31, 1922, the following improvements have been made: 1,769 cedar cross-ties used; 15,600 feet bridge ties, 7,342 feet switch ties used; 2,500 feet (1,604 cubic yards) crushed rock and

chips used for ballast; all buildings painted; 125 dump-cars rebuilt and 450 dump cars painted.

MAINE CENTRAL RAILROAD CO.

The road-bed, track and drainage have been maintained in good condition. The right of way has been cleared of grass, weeds and bushes, and nearly all old worthless cross-ties burned.

The buildings and rolling equipment have been maintained in good condition.

During the year ending December 31, 1922, the following improvements have been made: 5,218 tons of new 85-80-lb. rails have been laid in track; 5,186 tons of old relaid 85-80-75-70-67-60 and 56-lb. rails have been laid in track; 518,731 new tie-plates have been used; 27,719 new rail joints used in track maintenance.

There have been used 361,119 cross-ties, 308,647 feet bridge ties, 374,287 feet switch ties; 2 new bridges built at Warren and Thomaston, total length 119.7 feet. About 41 miles of track have been ballasted with 62,612 cubic yards of gravel and cinder ballast; 220 cubic yards concrete have been used in bridge masonry; 18 new concrete pipe culverts built; 14,091 feet side track taken up, and 3,632 feet built; 121,440 feet new woven wire fence and 150 feet board fence built; 1 station destroyed by fire (Baileyville) and 1 station (Kelleyland) built; 1 new motor car house built at South Gardiner, replacing one destroyed by fire; additions to passenger stations Winthrop and Readfield account installation Kaustine closets; 83 sets of station buildings repainted. Installation Kaustine closets at the following stations: Steep Falls, Oquossoc, Danforth, Buckfield and East Machias. Alterations at the following stations to provide accommodations for the American Express Company: Belfast, Dexter and Waldoboro. Installation gasoline engine hoist and derrick at Sea St. wharf, Eastport; widening approach and strengthening floor system of overhead bridge, Veazie; installation semi-automatic signals in place of mechanical signals at Freeport, Gardiner, Pittsfield and Orono stations. Installation

2:0 miles weatherproof line wire, Portland to Waterville via Augusta; Royal Junction to Waterville via Lewiston; Bangor to Vanceboro. 61 wooden, stone, tile and open culverts replaced with concrete pipe; 53 culverts extended with concrete and cast iron pipe; 17 stone box culverts thoroughly repaired; 1 cattle pass filled, and concrete pipe installed to take care of the water, and 2 cattle passes rebuilt; concrete retaining wall rebuilt at Augusta; brick pit boiler shop replaced with reinforced concrete at Waterville shops; ash pit rebuilt with concrete, and track scale reinforced; foundation for air compressors at Bangor; 3 catch basins and drain installed at Waterville Station; new coal stockade installed at Leeds Junction, coaling facilities at Burnham Junction; pump house remodeled at Southern Inlet, Indian River, Ayers Junction and Cherryfield; new cars bought:—1 motor car, 1 wrecking crane, 3 construction flat cars; 1,068 freight cars rebuilt; 213 passenger, 1,300 freight and 116 other cars painted and varnished; 2 engines rebuilt; 2 passenger cars equipped with steel underframes; 1 locomotive feed water heater applied.

Number bad order freight cars on hand December 31, 1922, 278.

PORTLAND TERMINAL COMPANY.

The road-bed, track and drainage have been maintained in good condition. The right of way is clear of grass, weeds and bushes, and nearly all old worthless cross-ties taken out of track and burned.

The buildings and rolling equipment have been maintained in good condition.

During the year ending December 31, 1922, the following improvements have been made: 21 tons of new 85-lb. rails, 793 tons old relaid 85-75 and 67-lb. rails have been laid in track; 41,985 new tie-plates, 144 new rail joints have been used.

There have been used 48,234 cross-ties, 45,184 feet bridge ties and 136,304 feet switch ties in track maintenance; 1.34 miles (11,634 cubic yards) gravel, stone and cinder ballast used; 1 concrete pipe culvert built; 2,759

feet new side track built; 10,357 feet new wire fence built; alteration and addition to lumber shed at Thompson's Point to provide machine shop. Installation automatic train annunciator bells at Ashmont, Coyle, Woodfords and Forest Avenue grade crossings. Installation oil storage tank at South Portland shops; concrete foundation for Morton shaper at Thompson's Point; 2 rooms for storage of records at old M. C. Delivery House; 3100 feet tile underdrain laid on Mountain Division; new track scales yard No. 8, Portland, installed.

Number bad order freight cars on hand December 31, 1922, 190.

YORK HARBOR & BEACH RAILROAD

The road-bed, track and drainage have been maintained in fair condition. The right of way has not been cleared of grass, weeds and bushes. The buildings have been maintained in fair condition. The company owns no rolling equipment, using that of the Boston & Maine Railroad.

During the year ending December 31, 1922, 38 tons of old relaid 75-lb. rails laid in track; 390 new tie-plates and 2 new rail joints used; 4,985 new cross-ties, 10,120 feet bridge ties, 1,120 feet switch ties used in track maintenance.

NARROW GAUGE RAILROADS.

BRIDGTON & SACO RIVER RAILROAD CO.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in fair condition.

During the year 50 new rail joints used; 3,937 new cedar cross-ties, 3,081 feet switch ties used; 4 coaches, 2 baggage, 1 combination, 6 box and 7 flat cars painted and varnished; 1 locomotive equipped with high power headlight.

KENNEBEC CENTRAL RAILROAD CO.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in fair condition.

During the year, 25 pairs new rail joints used; 1,000 new cross-ties, 1,200 feet bridge stringers used; 720 feet (72 cubic yards) cinder ballast used; 1 new bridge 20 feet long built; engine house new silled and repainted; 1 combination passenger and baggage car painted and varnished; 1 engine overhauled.

MONSON RAILROAD COMPANY.

The road-bed, track, drainage, buildings and rolling equipment are in fair condition.

During the year 50 new stop rail joints; 1,200 new cedar cross-ties, 50 cedar switch ties used; $\frac{3}{4}$ mile slate chips used for ballast; 6 flat cars painted and varnished.

SANDY RIVER & RANGELEY LAKES RAILROAD.

The road-bed, track, drainage, buildings and rolling equipment are in fair condition. A large number of low and battered rail joints in track; the right of way has been cleared of grass, weeds and bushes, but a large number of worthless cross-ties taken out of track in previous years have not been burned.

During the year 25 tons new 50-lb. rails and 227 tons old 25-35-52-56 and 60-lb. relaid rails used in track maintenance; 23,432 new cedar cross-ties, 214 feet bridge ties, 243 feet switch ties used; $3\frac{1}{4}$ miles (2,166 cubic yards) gravel and cinder ballast used; 1,469 feet side track taken up and 1,697 feet side track built; 2,970 feet new wire fence built; new coal shed built at Strong Station; 2 rack cars rebuilt; 44 cars painted and varnished; 3 diggers equipped with air train line.

Number of bad order freight cars on hand December 31, 1922, 11.

WISCASSET, WATERVILLE & FARMINGTON RAILWAY Co.

The road-bed, track, drainage, buildings and rolling equipment are in fair condition.

During the year 450 pairs new rail joints used; 17,824 new cross-ties, 1,250 feet bridge ties and 2,200 feet switch ties used; 40,000 feet new hemlock lumber used in repairing culverts; 120 rods new wire fence built; 1 passenger, 1 combination and 1 baggage car painted and varnished; 2 stations reshingled.

Table of Cross-tie renewals on Steam Railroads, showing total ties used, average number and per cent per mile, based on an average of 10 year renewal. Ties laid 20 inch centers 3,168 per mile, average yearly depreciation of 317 ties per mile or .10 per cent. Per cent column in table should be compared with 10 per cent, the average yearly depreciation. Mileage column is the total mileage of main line and sidings.

NAME OF ROAD.	Year.	Miles of Track.	Total ties used.	Average ties used per mile.	Per cent.	
Bangor & Aroostook Railroad.	1915	861.75	161,149	187.00	5.90	
	1916	869.64	142,344	163.68	5.17	
	1917	874.03	77,758	88.97	2.81	
	1918	879.66	84,610	96.18	3.04	
	1919	880.03	172,268	195.75	6.18	
	1920	882.38	210,560	238.63	7.53	
	1921	882.50	220,437	249.79	7.88	
	1922	868.95	229,615	264.24	8.34	
	(6 months ending June 30th)	1923	868.76	120,202	138.36	4.37
	(12 months ending June 30th)	1924	867.03	222,794	256.92	8.08
Boston & Maine Railroad.	1915	216.43	2,393	11.05	0.348	
	1916	216.37	67,920	313.91	9.909	
	1917	202.90	3,643	17.95	0.566	
	1918	203.36	46,630	229.29	7.237	
	1919	209.36	36,286	173.32	5.470	
	1920	207.45	45,227	218.01	6.881	
	1921	238.14	50,745	213.08	6.726	
	1922	208.83	59,242	283.69	8.964	
	(6 months ending June 30th)	1923	208.7	27,653	132.50	4.182
	(12 months ending June 30th)	1924	208.57	52,904	253.65	8.00
Canadian Pacific Railway.	1915	218.42	45,580	208.68	6.587	
	1916	221.76	46,809	211.08	6.662	
	1917	223.65	50,425	225.46	7.116	
	1918	225.43	31,842	141.25	4.458	
	1919	226.93	46,700	205.79	6.496	
	1920	227.29	57,016	250.85	7.92	
	1921	225.36	46,284	205.33	6.48	
	1922	225.51	43,588	193.29	6.10	
	(6 months ending June 30th)	1923	225.51	50,259	222.42	7.02
	(12 months ending June 30th)	1924	226.29	68,466	302.56	9.55
Grand Trunk Railway.	1915	141.10	39,491	279.88	8.834	
	1916	141.10	11,203	79.40	2.506	
	1917	141.10	41,351	293.06	9.247	
	1918	141.62	34,594	244.27	7.710	
	1919	143.13	68,154	476.16	15.030	
	1920	143.14	64,896	453.37	14.311	
	1921	144.88	42,974	296.62	9.362	
	1922	144.54	32,799	226.92	7.163	
	(6 months ending June 30th)	1923	144.57	7,002	48.43	1.53
	(12 months ending June 30th)	1924	145.07	32,557	223.73	7.06

NAME OF ROAD.	Year	Miles of Track.	Total ties used.	Average ties used per mile.	Per cent.	
Knox Railroad Company.....	1915	9.00	688	76.44	2.413	
	1916	9.00	Few			
	1917	9.00	850	94.44	2.983	
	1918	9.00	1,000	111.11	3.509	
	1919	9.00	11,171	1,241.22	39.204	
	1920	9.58	9,462	987.68	31.176	
	1921	9.50	100	10.55	.330	
	1922	9.50	176	18.55	.585	
	(6 months ending June 30th)	1923	10.00	1,306	13.06	.412
	(12 months ending June 30th)	1924	10.00	936	93.60	2.95
Lime Rock Railroad.....	1915	11.30	1,206	106.72	3.37	
	1916	11.30	2,679	237.08	7.48	
	1917	11.30	1,726	152.74	4.82	
	1918	11.30	1,113	98.49	3.11	
	1919	11.30	1,503	133.01	4.20	
	1920	11.30	4,060	359.29	11.34	
	1921	11.30	1,822	161.24	5.09	
	1922	11.30	1,769	156.55	4.95	
	(6 months ending June 30th)	1923	11.30	908	80.35	2.54
	(12 months ending June 30th)	1924	11.30	1,570	138.94	4.39
Maine Central Railroad.....	1915	1,407.49	331,786	235.73	7.44	
	1916	1,406.05	300,432	213.67	6.74	
	1917	1,410.43	341,306	241.77	7.63	
	1918	1,422.38	261,022	183.51	5.79	
	1919	1,423.88	343,605	241.32	7.62	
	1920	1,422.00	301,830	212.26	6.70	
	1921	1,444.16	442,104	306.13	9.66	
	1922	1,440.83	361,119	250.63	7.91	
	(6 months ending June 30th)	1923	1,440.34	211,118	146.57	4.63
	(12 months ending June 30th)	1924	1,469.84	327,623	222.22	7.01
Portland Terminal Company.....	1915	117.37	36,978	315.05	9.94	
	1916	116.89	22,049	188.63	5.95	
	1917	116.87	15,996	136.86	4.32	
	1918	120.30	21,150	175.81	5.35	
	1919	124.52	36,060	289.59	9.14	
	1920	124.64	19,204	154.07	4.86	
	1921	129.35	56,572	440.76	13.91	
	1922	128.38	48,234	375.71	11.86	
	(6 months ending June 30th)	1923	128.32	12,349	96.24	3.04
	(12 months ending June 30th)	1924	134.06	35,548	264.42	8.35
York Harbor & Beach Railroad....	1915	12.80	3,992	311.87	9.84	
	1916	12.80	1,703	133.04	4.20	
	1917	12.80	none			
	1918	12.80	1,055	82.42	2.60	
	1919	12.80	1,508	39.68	1.25	
	1920	12.80	1,524	119.06	3.76	
	1921	12.80	3,080	240.62	7.60	
	1922	12.80	4,985	389.45	12.29	
	(6 months ending June 30th)	1923	12.80	290	22.66	0.72
	(12 months ending June 30th)	1924	12.80	3,540	276.56	8.73

NAME OF ROAD.	Year.	Miles of Track.	Total ties used.	Average ties used per mile.	Per cent.	
Bridgton & Saco River Railroad....	1915	24.26	6,361	262.20	8.28	
	1916	24.19	5,844	241.58	7.63	
	1917	24.21	363	14.99	0.47	
	1918	24.32	4,503	185.16	5.84	
	1919	24.32	3,827	157.36	4.97	
	1920	24.32	6,488	266.77	8.42	
	1921	24.32	6,036	248.19	7.83	
	1922	24.95	3,937	157.80	4.99	
	(6 months ending June 30th)	1923	24.95	2,416	96.83	3.06
	(12 months ending June 30th)	1924	24.86	6,421	258.29	8.15
Kennebec Central Railroad.....	1915	5.74	none			
	1916	5.74	none			
	1917	5.74	1,275	222.12	7.02	
	1918	5.74	486	84.67	2.67	
	1919	5.74	1,400	243.90	7.70	
	1920	5.74	200	34.84	1.10	
	1921	5.74	3,000	522.65	16.53	
	1922	5.74	1,000	174.21	5.50	
	(6 months ending June 30th)	1923	5.74			
	(12 months ending June 30th)	1924	5.74	1,064	185.37	5.85
Monson Railroad.....	1915	8.16	1,600	196.08	6.19	
	1916	8.16	1,800	220.59	6.96	
	1917	8.16	1,800	220.59	6.96	
	1918	8.16	1,600	183.82	5.80	
	1919	8.16	1,800	220.59	6.96	
	1920	8.16	1,500	183.82	5.80	
	1921	8.16	1,200	147.06	4.64	
	1922	8.16	1,200	147.06	4.64	
	(6 months ending June 30th)	1923	8.16			
	(12 months ending June 30th)	1924	8.16	1,900	220.59	6.96
Sandy River & Rangeley Lakes R.R.....	1915	117.44	40,297	343.13	10.83	
	1916	115.32	22,056	191.26	6.04	
	1917	112.56	31,968	284.01	8.96	
	1918	117.88	10,887	92.36	2.92	
	1919	116.30	28,529	245.29	7.74	
	1920	116.45	34,499	296.26	9.35	
	1921	118.06	40,607	343.95	10.86	
	1922	118.02	23,432	198.54	6.27	
	(6 months ending June 30th)	1923	118.02	4,654	39.43	1.24
	(12 months ending June 30th)	1924	119.00	13,273	111.54	3.52
Wiscasset, Waterville & Farmington Railroad.....	1915	56.65	21,135	373.08	11.78	
	1916	45.75	6,195	135.41	4.27	
	1917	45.75	8,359	182.71	5.77	
	1918	45.75				
	1919	45.75	3,748	81.92	2.59	
	1920	45.75	3,552	78.29	2.47	
	1921	45.75	15,210	332.46	10.49	
	1922	45.75	17,824	389.60	12.30	
	(6 months ending June 30th)	1923	45.75	1,000	21.86	.69
	(12 months ending June 30th)	1924	45.75	10,137	221.57	6.99

ANDROSCOGGIN ELECTRIC COMPANY.

The road-bed, track, drainage and overhead construction have been maintained in excellent condition. The right of way is clear of grass, weeds and bushes.

The buildings and rolling equipment are in good condition.

During the year ending December 31, 1922, the following improvements have been made: 300 new Goldie tie-plates, 2 new Weber rail joints used; 6,177 new cedar cross-ties, 3,000 feet hard pine bridge ties used; $2\frac{1}{2}$ miles (4,000 cubic yards) gravel ballast used; 1 concrete box culvert built at North Gray; 1,556 feet new wire fence built; extension on Lewiston freight house built; new pit at Lewiston Shop, new storage building at Lewiston terminal built; 3 buildings for housing motor section cars built; 3 sets station buildings painted; 1 automatic highway warning signal installed at New Gloucester; 3,500 feet 4 inch hard pine crossing planking used for renewals; 1 motor section car purchased; 60 rail braces used on sharp curves; turned 50 rails in curves; renewed 1 No. 10 spring frog and 4 pairs joint plates; raised grade on average of $10\frac{1}{2}$ inches on 13,200 feet of track; repainted railroad crossing signs; repaired steam shovel; purchased new ballast plow for unloading gravel ballast; purchased 300 Coover rail braces; purchased 4 flat car trailers; 6 passenger, 2 freight, 1 locomotive, 1 combination work and snow plow, 3 flat trailer cars painted and varnished; replaced all three inch tread wheels on passenger and freight cars with three and one-half inch tread wheels; rebored motor cases and put in over-size housings on 12 motors; purchased 2 motors complete; replaced 2 car sets of Van Dorn couplers with Westinghouse automatic couplers; installed $\frac{1}{2}$ mile new feed wire; installed higher voltage insulators whole length of the line; added to station equipment one 500 K. W. synchronous converter with the necessary transformers and switching equipment; changed indoor type station equipment to outdoor; did extensive trimming on right of way for high tension line clearance.

THE ANDROSCOGGIN & KENNEBEC RAILWAY CO.

The road-bed, track, drainage, overhead construction, buildings and rolling equipment have been maintained in good condition. The grass, weeds and bushes have not all been cut in their own right of way.

During the year ending December 31, 1922, the following improvements have been made: 189.5 tons new 80-100-lb. rails laid in track; 2 tons 90-lb. girder rails used; 7.25 tons old relaid 60-70-lb. rails, 4 tons old 90-lb. girder rails used; 6,000 new tie-plates, 408 new rail joints used; 33,805 new cross-ties used; 38,000 feet bridge ties, 5,000 feet switch ties used; 16 miles (36,180 cubic yards) gravel ballast used; 1 cement culvert built near Augusta-Hallowell line; 225 feet main line, 2700 feet sidings taken up; 380 feet main line, 2,700 feet sidings built; 2 storehouses at Lewiston painted; 1 Chapman Block Signal installed on Main St., Lewiston, between Schoolhouse turnout and Ware St.; 1 double truck, 3 single truck safety cars bought; 3 double truck safety cars, 1 double truck work car rebuilt; 27 open cars, 12 snow plows, 29 closed passenger, 3 box trailers, 4 coal, 2 work and 2 motor express cars painted and varnished.

The cross-over at the Maine Central Railroad Crossing on Court Street, Auburn, has been renewed.

At Court and Main Streets, Auburn, 834 yards of paving have been relaid on a concrete base with grouted joints.

A double cattle pass on the Winthrop line, which had stone walls, has been replaced with concrete walls.

All ties and fencing have been renewed on the Crooked Bridge, so-called, on the Bath line.

All ties have been renewed on the Horse-shoe Pond Bridge on the Augusta-Lewiston line.

All ties have been renewed on Cole Stream Bridge on the Augusta-Lewiston line.

On the Cobbossee Stream Bridge near the Maine Central Railroad Station, in Gardiner, all ties and planking have been renewed.

Shoddy Hollow Bridge, Vassalboro. Material has been purchased, and is on the ground, for stringers and ties, and work will be carried on as weather permits.

Tannery Brook culvert in Farmingdale has been replaced with a concrete culvert 8x9'.

Pipe culverts have been installed in the amount of \$400.00 in the Farmingdale district.

A stone culvert near Grant's Crossing in Farmingdale has been replaced with a 4x3' concrete culvert.

A 3x3' stone culvert near Lisbon Falls has been replaced with a 5x7' concrete culvert.

In the town of Winslow a timber culvert, which was washed out by a cloudburst, has been replaced with a concrete culvert of larger capacity.

Main Street Canal Bridge in Lewiston has been renewed and reopened, at an approximate cost of \$10,000.00 to this Company.

In connection with work with the State Highway Department, the track from Walkers Corner to the Brunswick Bridge has been relaid with 100-lb. Tee rail and paved with granite block on a concrete base, for a distance of 1700 ft.

A gravel pit near Dennis Hill has been purchased and opened, and also another gravel pit near East Vassalboro has been purchased and opened.

One $\frac{3}{4}$ yd. Thew Electric Shovel has been purchased.

An Automatic Sprinkler system has been installed in the Lewiston Carhouse.

The heating system at the Lewiston Carhouse has been enlarged.

A fifteen-ton Car Hoist has been installed in the Lewiston Carhouse.

About eleven miles of trolley wire have been renewed on the Freeport line, and three and one-half miles on the Bath line.

About one hundred and fifty 35-ft. poles have been replaced on the Bath line.

Light signals have been installed on Minot Avenue from Washington Street to a point near the Lunn & Sweet shoe factory.

One new shaper for the Machine Shop, Lewiston Car-house.

One Universal Track Grinder.

One Ford Auto for the Line Department.

A trolley guard has been installed over the Cedar Street railroad crossing in Lewiston, and another over the Maine Central Railroad crossing in Freeport.

Three hundred and eighty feet of track have been relocated between the west end of the Kennebec Bridge and a point joining the Waterville, Fairfield & Oakland Railway.

AROOSTOOK VALLEY RAILROAD CO.

The road-bed, track, drainage and overhead construction in general have been maintained in good condition. Rolling equipment is in fair condition. The right of way has not all been cleared of grass, weeds and bushes; old worthless ties taken out of track have not all been burned.

During the year ending December 31, 1922, 609 tons of old 80-70 and 56-lb, rails relaid in track; 5,024 new cedar cross-ties, 6,464 feet bridge ties, 13,332 feet switch ties used; 300 feet (140 cubic yards) gravel ballast used; 1 wooden culvert built; 29,601 feet main line track taken up and 29,601 feet built; 2,930 feet side track built. 40 new piles put in trestle bridge at Washburn; 3 new piles put in trestle bridge at Carson; new wheels put under motor car No. 53.

ATLANTIC SHORE RAILWAY.

The road-bed, track, drainage and overhead construction in general have been maintained in good condition. The right of way has not all been cleared of grass, weeds and bushes; the rolling equipment in general has been well maintained.

During the year ending December 31, 1922, 4,155 new cross-ties, 2,100 feet switch ties used; 400 cubic yards gravel ballast used; 1 corrugated iron pipe culvert built; 6 closed passenger and 1 express car painted and varnished;

6 closed passenger cars have been equipped with all automatic safety devices for one-man operation.

BANGOR RAILWAY & ELECTRIC Co.

The road-bed, track, drainage, overhead construction and rolling equipment have been maintained in good condition. The right of way has not all been cleared of grass, weeds and bushes.

During the year ending December 31, 1922, 394 tons new 100-80-75 and 70-lb. rails laid in track; 17 tons old relaid 70-lb. rails used; 1,163 sets new rail joints used; 17,677 new cross-ties used for renewals and extensions; 565 pieces switch ties used; 9 miles (11,160 cubic yards) gravel ballast used; 5 corrugated iron pipes, 12 concrete pipe culverts built; 3 vitrified pipes, 1 corrugated iron drain installed; 1 new turnout built; some new granite and concrete block paving built; 9,638 feet new main line track built, 840 feet side track built; 72 feet new snow fence built; 1 tool house built; 10 Chapman automatic signals installed; all rail joints in paving welded; 6 new double truck light weight safety cars, 1 single truck (2,100 gal.) Centrifugal pump street sprinkling car bought; 4 double truck passenger cars, 1 trailer flat car rebuilt; 1 trailer flat car reconstructed into portable sub-station car; 22 passenger, 3 trailer flat, 3 service motor cars, 2 motor box freight cars painted and varnished.

BENTON & FAIRFIELD RAILWAY Co.

The road-bed, track, drainage, overhead construction and rolling equipment in general have been maintained in fair condition. The right of way is clear of bushes.

During the year ending December 31, 1922, 300 new cross-ties used; 200 feet main line track taken up; very little maintenance work done.

BIDDEFORD & SACO RAILROAD Co.

The road-bed, track, overhead construction, and rolling equipment in general have been maintained in good condi-

tion. The right of way of grass, weeds and bushes has not been cleared.

During the year ending December 31, 1922, 25 new tie-plates, 25 new Weber rail joints used; 1,800 new cross-ties used; 200 feet concrete bridge masonry used under Goose Fair overhead bridge to keep the water from the tracks; 350 feet new wire fence built around buildings at car-barn; some buildings painted; 10 open passenger cars painted and varnished.

CALAIS STREET RAILWAY.

The road-bed, track, drainage, overhead construction and rolling equipment in general have been maintained in fair condition.

During the year ending December 31, 1922, few 60-lb. old relaid rails used; 800 new cross-ties used for renewals; 2,000 feet (300 cubic yards) gravel and cinder ballast used; 600 feet main line track taken up, and 600 feet new main line track built; 2 closed passenger cars rebuilt; 6 passenger cars painted and varnished.

CUMBERLAND COUNTY POWER & LIGHT Co.

(Lessee of Portland Railroad Co.)

The road-bed, track, drainage and overhead construction have been maintained in good condition, as well as the rolling equipment. The right of way has not all been cleared of weeds, grass and bushes.

During the year ending December 31, 1922, 141 tons new 100-80-lb. rails laid in track, 43 tons old 90-60 and 58-lb. rails relaid; 786 new rail joints used; 22,750 new cross-ties used in track; 2 dwelling houses, 1 waiting room, sash, metal work and monitors on 3 carhouses painted; 1 Chapman block signal installed; renewed 2 switch points on Saco line, 4 tongue switch turnout ends, including switch mate, frog and lead rails, for Hollis and Meetinghouse Hill turnout, 1 split switch turnout end, including frog, split switch and leads, for Mountain View Park turnout; 2 new

railroad crossing diamonds over Boston & Maine Railroad tracks at Morrill's Corner; 1 Manganese spine in Maine Central Railroad crossing diamond at Brighton Avenue; rebuilt parapet wall at Westbrook carhouse; took down water tank and tower at Westbrook carhouse; 1 Russell single truck sweeper car bought; 18 closed passenger cars rebuilt; 52 closed passengers, 17 open passengers and 10 work cars painted and varnished; 14 complete sets of safety equipment and 20 air compressors bought; 4 G. E.-80 motors and 1 crane motor installed, single truck line car constructed; scrapped 27 cars.

FAIRFIELD & SHAWMUT RAILWAY CO.

The road-bed, track, drainage, overhead construction and rolling equipment in general have been maintained in fair condition.

During the year 600 new cross-ties used; 500 feet (300 cubic yards) gravel ballast used; 2 passenger cars rebuilt.

CENTRAL MAINE POWER COMPANY.

(Formerly Knox County Electric Co.)

The road-bed, track, drainage, overhead construction and rolling equipment in general have been maintained in fair condition.

During the year ending December 31, 1922, 14 tons new 70-60-lb. rails used; 451 new rail joints used; 4,032 new cross ties used; 3,465 feet (1275 cubic yards) gravel ballast used; 1 concrete culvert built near Rockport; freight house painted in Camden; 3 passenger cars rebuilt for one-man operation; 6 passenger cars painted and varnished.

PORTSMOUTH, DOVER & YORK STREET RY.

The road-bed, track, drainage, overhead construction and rolling equipment have been maintained in fair condition.

The bushes on right of way have not all been cut.

During the year 5,473 new cedar cross-ties, 1,400 feet white oak switch ties used; 500 cubic yards gravel used; 1 station destroyed by fire; 2 closed and 4 open passenger cars painted and varnished.

SOMERSET TRACTION COMPANY.

The road-bed, track, drainage, overhead construction and rolling equipment have been maintained in fair condition.

During the year 75 new rail joints used; 2,570 new cross-ties and 2000 feet new switch ties used; 2 miles (2,000 cubic yards) gravel ballast used; 350 feet snow fence built; 100 new tie rods used; 1 closed passenger car rebuilt; 2 closed and 4 open passenger cars painted and varnished; 4 new 67 G. E. motors and controllers installed; new machinery for shop bought, consisting of power drill, band saw, milling machine, hack saw, new Lincoln dynamotor for arc welding and bonding machine, new Conant gravel loader.

TURNER RAILROAD.

The road-bed, track, drainage, overhead construction and rolling equipment have been maintained in fair condition.

The grass, weeds and bushes on private right of way have not been cut.

During the year 2,500 new cross-ties used; 3,000 feet (300 cubic yards) gravel ballast used; 1 new flat car bought and 1 motor freight rebuilt; 2 passenger cars painted and varnished.

WATERVILLE, FAIRFIELD & OAKLAND RAILWAY.

The road-bed, track, drainage, overhead construction and rolling equipment have been maintained in fair condition.

During the year ending December 31, 1922, 65 tons new 110-85 and 75-lb. rails used; 60 new strap tie plates

used; 5,000 new cross-ties, 2,000 feet hard pine switch ties used; 400 cubic yards gravel ballast used in track maintenance; 3 concrete and 1 brick catch-basin built; 2 Chapman signals discontinued; 1 new lathe and 1 new electric arc welding outfit bought; 2 new double truck and 3 new single truck passenger cars bought; 1 double truck passenger car rebuilt; 7 passenger cars painted and varnished; safety car air equipment for 5 double truck passenger cars bought.

Table of Cross-tie renewals on Electric Railways, showing total ties used, average number and per cent per mile of track based on an average of 12 year renewals. Ties laid 24 inch centers 2640 per mile, average yearly depreciation of 220 ties per mile or 8.33 per cent.

Per cent column should be compared with 8.33 per cent, the average yearly depreciation. Mileage column is the total mileage of main line and sidings.

NAME OF ROAD.	Year.	Miles of track.	Total ties used.	Average ties used per mile.	Per cent.	
Androscoggin Electric Co.....	1915	20.80	none			
	1916	20.80	none			
	1917	30.76	none			
	1918	30.76	606		0.75	
	1919	30.76	5,523	147.04	5.57	
	1920	30.79	2,761	89.76	3.40	
	1921	30.45	3,196	104.96	3.98	
	1922	30.47	6,177	203.18	7.70	
	(6 months ending June 30th)	1923	30.45	4,769	156.62	5.94
	(12 months ending June 30th)	1924	30.53	7,301	239.14	9.06
	Androscoggin & Kennebec Railroad.....	1915	152.90	19,842	129.77	4.92
		1916	152.90	19,431	127.08	4.81
1917		164.86	34,040	206.47	7.82	
1918		163.96	17,500	106.73	4.04	
1919		157.20	38,034	258.73	9.80	
1920		157.20	52,210	347.89	13.18	
1921		157.20	58,647	373.07	14.13	
1922		157.46	33,805	214.69	8.13	
(6 months ending June 30th)		1923	157.46	16,407	104.20	3.95
(12 months ending June 30th)		1924	157.46	28,570	181.44	6.87
Aroostook Valley Railroad Co.....		1915	31.99	1,200	37.50	1.42
		1916	31.99	2,500	78.15	2.96
	1917	37.73	2,492	66.05	2.50	
	1918	37.73	3,889	103.07	3.90	
	1919	37.73	8,483	224.83	8.52	
	1920	37.73	6,782	179.75	6.81	
	1921	37.74	8,790	232.91	8.82	
	1922	38.29	5,024	131.21	4.97	
	(6 months ending June 30th)	1923	38.29	5,003	130.66	4.95
	(12 months ending June 30th)	1924	38.29	4,591	119.90	4.54
	York Utilities Co..... (Formerly Atlantic Shore Ry.)	1915	90.40	29,000	320.79	12.15
		1916	90.40	21,000	232.30	8.80
1917		95.15	13,481	141.68	5.37	
1918		51.53	1,993	38.68	4.47	
1919		51.55	11,000	213.39	8.08	
1920		51.55	9,162	177.73	6.73	
1921		51.93	16,240	312.72	11.85	
1922		51.93	4,155	80.01	3.03	
(6 months ending June 30th)		1923	51.93	1,453	27.98	1.06
(12 months ending June 30th)		1924	51.93	5,743	110.59	4.19

NAME OF ROAD.	Year.	Miles of track.	Total ties used.	Average ties used per mile.	Per cent.	
Bangor Ry. & Electric Co.....	1915	57.10	12,192	213.52	8.09	
	1916	57.11	12,316	215.65	8.17	
	1917	65.88	6,212	94.29	3.57	
	1918	65.99	6,394	96.91	3.67	
	1919	65.80	8,424	128.02	4.85	
	1920	65.67	11,154	169.85	6.43	
	1921	65.67	27,642	420.92	15.94	
	1922	67.69	17,677	261.14	9.89	
	(6 months ending June 30th)	1923	67.69	3,560	52.59	1.99
	(12 months ending June 30th)	1924	67.69	10,303	152.21	5.77
Benton & Fairfield Ry.....	1915	4.12	none			
	1916	4.12	960	233.01	8.33	
	1917	4.79	200	41.75	1.58	
	1918	4.79	600	125.26	4.74	
	1919	4.79	800	167.01	6.33	
	1920	4.79	1,500	313.15	11.86	
	1921	4.79	500	104.60	3.96	
	1922	4.79	300	62.63	2.37	
	(6 months ending June 30th)	1923	4.79	500	104.38	3.95
	(12 months ending June 30th)	1924	4.91	750	152.75	5.79
Biddeford & Saco R.R.....	1915	7.61	2,800	367.94	13.94	
	1916	7.61	1,600	210.25	7.96	
	1917	8.28	700	84.54	3.20	
	1918	8.28	600	72.46	2.74	
	1919	8.28	600	72.40	2.74	
	1920	8.26	1,200	145.27	5.50	
	1921	8.29	800	96.50	3.67	
	1922	8.50	1,800	211.76	8.02	
	(6 months ending June 30th)	1923	8.38	1,400	167.06	6.33
	(12 months ending June 30th)	1924	8.38	none		
Calais Street Ry.....	1915	7.00	2,500	357.14	13.53	
	1916	7.00	none			
	1917	7.00	600	85.71	3.25	
	1918	7.00	287	41.00	1.55	
	1919	7.00	1,000	142.96	5.41	
	1920	4.00	769	192.25	7.28	
	1921	4.00	1,000	250.00	9.47	
	1922	4.00	800	200.00	7.57	
	(6 months ending June 30th)	1923	4.00	600	150.00	5.68
	(12 months ending June 30th)	1924	4.00	1,214	303.50	11.5
Cumberland County Power & Light Co.....	1915	82.86	18,473	222.94	8.44	
	1916	83.63	18,448	230.59	8.36	
	1917	109.57	15,613	142.49	5.40	
	1918	106.61	6,675	62.61	2.37	
	1919	106.39	16,321	153.40	5.81	
	1920	106.62	11,624	109.02	4.13	
	1921	105.64	20,408	193.18	7.32	
	1922	105.64	22,750	215.35	8.16	
	(6 months ending June 30th)	1923	104.52	6,700	64.10	2.43
	(12 months ending June 30th)	1924	104.52	28,839	275.92	10.45

PUBLIC UTILITIES COMMISSION REPORT

NAME OF ROAD.	Year.	Miles of track.	Total ties used.	Average ties used per mile.	Per cent.	
Fairfield & Shawmut Railway Co..	1915	3.10	none			
	1916	3.43	400	129.03	4.89	
	1917	3.43	none			
	1918	3.43	none			
	1919	3.43	620	180.76	6.85	
	1920	3.43	750	218.66	8.28	
	1921	3.20	600	187.50	7.10	
	1922	3.4	600	176.47	6.68	
	(6 months ending June 30th)	1923	3.4	400	117.65	4.46
	(12 months ending June 30th)	1924	3.4	500	147.06	5.57
Central Maine Power Co..... (Rockland Ry. Div.) (Formerly Knox Electric Co. Ry.)	1915	23.92	2,800	117.05	4.43	
	1916	23.92	2,000	83.61	3.17	
	1917	23.92	2,500	104.52	3.95	
	1918	23.92	1,100	45.99	1.74	
	1919	23.92	4,000	167.22	6.33	
	1920	23.92	6,203	259.32	9.82	
	1921	23.92	2,066	86.37	3.27	
	1922	23.92	4,032	168.56	6.38	
	(6 months ending June 30th)	1923	23.92	142	5.95	0.002
	(12 months ending June 30th)	1924	23.92	2,754	115.14	4.36
Portsmouth, Dover & York Street Ry.....	1915					
	1916					
	1917		1,000			
	1918	41.40	2,200	53.14	2.01	
	1919	41.40	8,000	193.24	7.32	
	1920	41.40	7,000	169.08	6.43	
	1921	41.40	10,000	240.55	9.15	
	1922	41.40	5,473	132.19	5.00	
Ceased operation March 17, 1923	1923					
Somerset Traction Co.....	1915	12.20	2,000	163.93	6.21	
	1916	12.20	2,500	204.92	7.76	
	1917	12.68	2,318	182.81	6.92	
	1918	12.68	2,800	220.82	8.36	
	1919	12.68	1,800	141.95	5.37	
	1920	12.68	3,632	286.43	10.85	
	1921	12.68	3,152	248.58	9.42	
	1922	12.68	2,570	202.68	7.68	
	(6 months ending June 30th)	1923	12.68	2,547	200.86	7.61
	(12 months ending June 30th)	1924	12.68	2,597	204.81	7.76

NAME OF ROAD	Year.	Miles of track.	Total ties used.	Average ties used per mile.	Per cent.	
Turner Railroad.....	1920	8.13	1,600	196.00	7.42	
	1921	8.13	1,700	209.10	7.92	
	1922	8.13	2,500	307.50	11.65	
	(6 months ending June 30th)	1923	8.13	1,000	123.01	4.66
	(12 months ending June 30th)	1924	8.13	1,500	184.50	6.99
Waterville, Fairfield & Oakland Street Ry.....	1915	10.24	none			
	1916	10.26	1,711	166.76	6.32	
	1917	11.21	990	88.31	3.35	
	1918	11.21	725	64.67	2.45	
	1919	11.21	1,583	141.21	5.35	
	1920	11.21	3,386	302.05	11.45	
	1921	11.27	2,000	177.46	7.92	
	1922	11.27	3,000	266.19	10.08	
	(6 months ending June 30th)	1923	11.27	2,134	189.35	7.21
	(12 months ending June 30th)	1924	11.27	500	44.37	1.68

SUMMARY OF PROPERTY ACCIDENTS.

Cost of Material and Labor for Year Ending December 31, 1922, on Steam Roads in Maine.

	Failure of Equipment.	Poor Track.	Carelessness.	Unknown.	Other Causes.	Total.
Bangor & Aroostook R.R.....	\$25,509.52	\$22,915.70	\$14,419.12	\$1,088.89	\$13,228.76	\$77,161.99
Boston & Maine R. R.....	2,619.00				200.00	2,819.00
Canadian Pacific Ry.....	4,961.00		1,835.18		6,111.00	12,907.18
Grand Trunk Ry.....	11,158.30		155.37			11,313.67
Maine Central R. R.....	37,875.65	6,176.47	10,267.10	3,591.23	8,574.08	66,484.53
Portland Terminal Co.....	1,794.90	876.77	1,923.95		232.40	4,828.02
Totals.....	\$83,918.37	\$29,968.94	\$28,600.72	\$4,680.12	\$28,346.24	\$175,514.39

ACCIDENTS.

*Accidents on Steam Railroads for the Year
Ending December 31, 1922.*

STEAM RAILROADS.	Passengers.		Employees.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Bangor & Aroostook R.R. Co.....	-	3	3	31	3	4	6	38
Boston & Maine R.R. Co.....	-	1	1	3	1	2	2	6
Canadian Pacific Ry. Co.....	-	-	1	4	-	1	1	5
Grand Trunk Ry. Co.....	-	2	1	2	-	2	1	6
Maine Central R.R. Co.....	1	-	9	42	4	4	14	46
Portland Terminal Co.....	-	-	3	17	-	-	3	17
Totals.....	1	6	18	99	8	13	27	118

ACCIDENTS.

*Accidents on Street Railways for the Year Ending
December 31, 1922.*

STREET RAILWAYS.	Passengers.		Employees.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Androscoggin Electric Co.....	-	2	-	-	-	1	-	3
Androscoggin & Kennebec Ry. Co.	-	2	-	-	1	8	1	10
Aroostook Valley R.R. Co.....	-	-	-	2	-	-	-	2
Atlantic Shore Ry. Co.....	-	-	-	-	-	2	-	2
Bangor Ry. & Electric Co.....	-	11	-	1	1	3	1	15
Central Maine Power Co.....	-	1	-	-	1	-	1	1
Cumberland County Power & Lt. Co.....	-	26	1	-	-	10	1	36
Totals.....	-	42	1	3	3	24	4	69

ACCIDENTS.

*Accidents on Electric Power Companies for the Year
Ending December 31, 1922.*

ELECTRIC POWER COMPANIES.	Employees.		Trespassers.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Central Maine Power Co.	2	-	1	-	3	-	6	-
Cumberland County Pr. & Lt. Co.	-	-	1	-	-	-	1	-
York County Power Co.	-	-	-	-	1	-	1	-
Totals.	2	-	2	-	4	-	8	-

ACCIDENTS.

*Accidents on Gas Light Companies for the Year
Ending December 31, 1922.*

GAS COMPANIES.	Employees.		Trespassers.		Other Persons.		Total	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Central Maine Power Co.	1	-	-	-	-	-	1	-

ACCIDENTS.

*Accidents on Express Companies for the Year
Ending December 31, 1922.*

EXPRESS COMPANIES.	Employees.		Trespassers.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
American Express Co.	-	27	-	-	-	-	-	27

ACCIDENTS.

Accidents on Telephone and Telegraph Companies for the Year Ending December 31, 1922.

TELEPHONE AND TELEGRAPH COMPANIES.	Employees.		Trespassers.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
New England Tel. & Tel. Co.....	1	47	-	-	-	-	1	47
Maine Tel. & Tel. Co.....	1	-	-	-	-	-	1	-
Western Union Telegraph Co....	1	-	-	-	-	-	1	-
Totals.....	3	47	-	-	-	-	3	47

ACCIDENTS.

Accidents on Steamboats for the Year Ending December 31, 1922.

STEAMBOAT COMPANIES.	Passengers.		Employees.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Coburn Steamboat Company....	-	-	-	2	-	-	-	2

ACCIDENTS.

Accidents on Water Companies for the Year Ending December 31, 1922.

WATER COMPANIES.	Employees.		Trespassers.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Houlton Water Company.....	-	1	-	-	-	-	-	1
Brunswick & Topsham Water Department.....	1	-	-	-	-	-	1	-
Totals.....	1	1	-	-	-	-	1	1

ACCIDENTS.

There have been accidents in our State where 58 persons were killed and 271 were injured for the year ending December 31, 1922, and a preliminary investigation was made by the Inspection Department, testimony taken out and a report made to the Commission on all the fatal accidents.

*Accidents at Grade Crossings for the Year
Ending December 31, 1922.*

STEAM AND ELECTRIC RAILROAD COMPANIES.	Protected.		Unprotected.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Boston & Maine Railroad Co.....	2	-	-	1	2	1
Canadian Pacific Ry. Co.....	-	-	1	-	1	-
Grand Trunk Ry. Co.....	-	-	1	-	1	-
Maine Central R.R. Co.....	1	1	8	5	9	6
Portland Terminal Co.....	1	-	-	-	1	-
Total Grade Crossing Accidents.....	4	1	10	6	14	7
SUMMARY OTHER ACCIDENTS:—						
Other Steam Railroad Accidents.....	-	-	-	-	27	118
Other Street Railway Accidents.....	-	-	-	-	4	69
Other Electric Power Co.'s Accidents.....	-	-	-	-	8	-
Other Gas Companies' Accidents.....	-	-	-	-	1	-
Other Express Companies' Accidents.....	-	-	-	-	-	27
Other Telephone and Telegraph Co.'s Accidents.....	-	-	-	-	3	47
Other Steamboat Co.'s Accidents.....	-	-	-	-	-	2
Other Water Companies' Accidents.....	-	-	-	-	1	1
Totals.....	-	-	-	-	44	264
Grand Totals.....	-	-	-	-	58	271

PASSENGERS.

The one passenger killed was riding on rear end of train steps and knocked off going through a bridge near Costigan Station.

EMPLOYEES.

Of the 19 employees killed, a shopman killed while removing material from a hand car; a car inspector jammed between engine and sleeping car while uncoupling air hose; a section man fell from moving work train; an engineer scalded when engine derailed; a yard brakeman fell between two freight cars; a ballast workman got jammed between derailed cars; a brakeman doubling a grade, collided with the rear of train for which he was returning, and derailed one car; a fireman killed when engine struck a large rock which slid on track in a cut, derailing engine; a yard brakeman fell between two freight cars; a section man fell in front of moving motor car and run over; a fireman killed when passenger train engine tender derailed; an engineer killed when ballast train derailed; a section man fell from a derailed motor car; a brakeman knocked off engine tender by overhead bridge; a fuel crane operator fatally burned while putting coal into fire box; an electrician was electrocuted coming in contact with high voltage circuit turntable motor; a yard conductor run over by a passenger engine backing up; a yard brakeman jammed between freight car drawbars; a motorman was jammed between his car and a work car while turning his trolley and closing his car fender.

TRESPASSERS OR OTHER PERSONS.

Of the 11 people killed by trespassing, two children playing on track struck by a work train; a boy ran in front of a moving electric car and run over; a boy riding on a moving freight train fell between two cars and run over; a man fell in front of a moving electric car and run over; a trespasser walking on track struck and killed by a passenger train; a man (evidently a trespasser) found on track, struck by some unknown train; a girl stepped in

front of electric car; an unknown man (evidently a trespasser) found beside track; a trespasser run over by a ballast train.

CROSSINGS.

Of the 14 people killed at grade crossings, an old man drove his horse on a crossing in front of a freight train; a man killed in automobile, gateman lowering his gates too late to furnish protection; a man drove his automobile into engine of passenger train, killing six people, at Unity; a man drove automobile onto protected crossing, struck by passenger train, killing his wife; a man drove and stalled his automobile on crossing and one girl killed by Pullman train; a man drove automobile on crossing and struck by train, killing a girl; a man drove automobile truck onto protected crossing and freight train backing up, killed two persons; a girl struck by Canadian Pacific Railway passenger train on a supposed protected crossing.

ELECTRIC POWER COMPANIES.

Of the 8 people killed by electrocution, a workman while making repairs to an automatic switch, was electrocuted; a trespassing boy climbed a high tension power pole and came in contact with high tension wires; a trespassing boy climbed a high tension power pole and came in contact with high tension wires; two men and one woman were electrocuted at North Anson by taking hold of a guy wire which was crossed by a high tension wire; a man was electrocuted by taking hold of a supposed 110 volt shop extension wire which was crossed by a high tension wire; a workman while removing an old timber from under a transformer at a sub-station, came in contact with a wire which had direct connection with high tension wire.

GAS COMPANIES.

A workman of the Central Maine Power Company while repairing a gas pipe leak, was suffocated when ditch caved in on him.

TELEPHONE AND TELEGRAPH COMPANIES.

Of the 3 people killed, a lineman for the New England Telephone and Telegraph Company was electrocuted at Kennebunk Beach by pulling telephone wires across Cumberland County Power and Light Company's high tension wires; a lineman for the Maine Telephone and Telegraph Company was electrocuted at Norway by pulling telephone wires across Central Maine Power Company's high tension wires; a Western Union Telegraph Company lineman killed when motor car derailed on a grade crossing.

WATER COMPANIES.

A workman of the Brunswick and Topsham Water District while laying water pipe in a ditch, which caved in on him, was suffocated.

REPORT OF THE CHIEF INSPECTOR FOR SIX
MONTHS ENDING JUNE 30, 1923.

To the Public Utilities Commission, Hon. Charles E. Gurney, Chairman, Augusta, Maine:

GENTLEMEN:—I herewith submit a report of the inspection of steam and electric railroads of Maine, including Additions and Betterments, Maintenance of Way, Railway Equipment for six months ending June 30, 1923.

In addition to the inspection of railroads, an inspection has been made of the condition of stations, yard guard rails and passenger car equipment in the State. Reports of these inspections are on file in the office; also the preliminary investigations made of all fatal accidents and accident tables compiled. Many complaints were investigated and adjusted by this department, reports of which are on file, thus obviating the necessity of public hearings by the Commission.

Respectfully submitted,

ELMER E. PARKMAN,
Chief Inspector.

BANGOR & AROOSTOOK RAILROAD CO.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in good condition.

During the six months ending June 30, 1923, 15 tons new 80-lb. steel rails have been laid in track, also 281 tons old 85 and 70-lb. relaid rails used; 210 new rail joints used; 120,202 new cedar cross-ties, 42,313 feet hard pine bridge ties, 26,217 feet hard pine switch ties used; 13½ miles (22,814 cubic yards) gravel and cinder ballast used; 26 cast-iron pipe and cement culverts built; 1,013 feet side track taken up; 1 new station built; other new buildings and additions, Houlton car shops, Squa Pan coaling plant, Adams section dwelling, Adams new water supply and 12 new dwelling houses built at Derby; 12 sets of station buildings repainted; new sprinkler system installed at Derby and Houlton; Greenville, connecting water tank with town water supply; 495 box cars rebuilt; 37 passenger, 15 caboose and 346 freight cars painted or varnished; second-hand steam shovel and ballast unloader bought; strengthened draft gears on 4 passenger cars.

BOSTON & MAINE RAILROAD Co.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in good condition.

During the six months ending June 30, 1923, 90 tons new 85-lb. steel rails have been laid in track, also 64 tons old 85-75 and 60-lb. relaid rails used; 11,500 new tie plates, 429 new rail joints used; 27,653 new cross-ties, 15,207 feet hard pine switch ties used; 703 feet side track taken up; Biddeford bridge No. 104 strengthened and Rigby interlocking tower repaired; 58 new coaches, 6 milk cars, 20 smokers and 4 combination baggage and smoker cars bought; 3 locomotive cranes, 1 spreader car and 1 snow plow bought; 19 passenger, 34 refrigerator, 241 box and 182 coal cars rebuilt; 536 passenger, 1,203 freight, 85 caboose and 66 company service cars painted or varnished; 73 steel under-frames and 2 B. & M. style steel center sills installed on passenger cars, 182 steel center sills, 245 Murphy

steel ends, 53 mogul ends, and 606 X. L. A. Murphy roofs installed on freight cars.

CANADIAN PACIFIC RAILWAY Co.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in good condition.

During the six months ending June 30, 1923, 471 tons old 85-80-75-73 and 72-lb. relaid rails used in track; 50,259 new cross-ties and 26,149 feet hemlock switch ties used; 5 miles (13,500 cubic yards) gravel ballast used; 1,050 feet wire fence built; 500 feet 4-inch drain tile laid in wet cuts.

GRAND TRUNK RAILWAY SYSTEM.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in good condition.

During the six months ending June 30, 1923, 4½ tons new 100-lb. steel rails have been laid in track, also 235 tons old 100 and 80-lb. relaid rails used; 2,161 new tie-plates, 80 new rail joints used; 7,042 cross-ties, 12,940 feet switch ties used; 136 feet side track built; 66,000 feet new wire fence built; wash-room for shopmen in new roundhouse extension at Deering built; 3,400 Vaughan rail anchors installed.

KNOX RAILROAD COMPANY.

The road-bed, track and drainage are in fair condition except that a lot of ballast is needed; the buildings and rolling equipment have been maintained in fair condition.

During the six months ending June 30, 1923, 32 tons old 75-lb. relaid rails used; 104 pairs new rail joints used; 1,306 new cross-ties, 1,455 feet switch ties used; 3,812 feet (953 cubic yards) crushed rock and lime-rock chips track ballast used; 1 combination passenger and baggage car painted and varnished, also 1 engine.

LIME ROCK RAILROAD CO.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in good condition.

During the six months ending June 30, 1923, 908 new cedar cross-ties, 7,644 feet hard pine bridge ties and 7,316 feet hard pine switch ties used in track maintenance; 700 four yard dump cars put through shop and repaired; 250 dump cars painted.

MAINE CENTRAL RAILROAD CO.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in good condition.

During the six months ending June 30, 1923, 717 tons new 100-85 and 80-lb. rails laid in track; 367 tons old relaid 85-80-75-70-67-58 and 60-lb. rails have been relaid in track; 37,097 new tie-plates, 3,244 new rail joints used; 211,118 new cross-ties, 113,723 feet hard pine bridge ties and 88,885 feet hard pine switch ties used; about 46 miles (70,018 cubic yards) cinder and gravel ballast used; 4 new concrete pipe culverts built; 5,123 feet side track taken up and 2,520 feet built; 824 feet snow fence and 20,652 feet new woven wire fence built; new standard motor car house built at Rumford; 21 sets of station buildings painted; 2 standard automatic highway signals installed near Machias and Wytopotlock stations; turntable air tractor installed at Vanceboro; electric lights installed at Lincoln and Whitefield stations; Kaustine closets installed at Thomaston and Bingham passenger stations; pneumatic drop pit installed at Bangor; 136 miles weatherproof line wire installed; 7 open stone tile and plank culverts replaced with concrete pipe and 5 stone box culverts thoroughly repaired; 1 catch basin and culvert built in Auburn.

PORTLAND TERMINAL COMPANY.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in good condition.

During the six months ending June 30, 1923, 31½ tons

new 85-lb. rails laid in track; 15,501 new tie-plates and 13 new rail joints have been used; 12,349 new cross-ties and 94,371 feet new switch ties used; 320 feet side track taken up; 344 feet tight board fence built; 1 automatic highway signal installed at Walton Street, Woodfords; platform installed Engine House No. 2, Portland; stand-pipe installed at Thompson's Point, and high platform installed at Wharf No. 3, Portland.

YORK HARBOR & BEACH RAILROAD.

The road-bed, track, drainage and buildings have been maintained in fair condition.

The company owns no rolling equipment, using that of the Boston & Maine Railroad.

During the six months ending June 30, 1923, only 6 new rail joints and 290 cross-ties used in track maintenance.

NARROW GAUGE RAILROADS.

BRIDGTON & SACO RIVER RAILROAD Co.

The road-bed, track, drainage, buildings and rolling equipment are in fair condition.

During the six months ending June 30, 1923, 2,416 new cedar cross-ties used; $4\frac{1}{2}$ miles (3,702 cubic yards) gravel ballast used; 1 passenger, 2 baggage and 3 flat cars painted and varnished.

KENNEBEC CENTRAL RAILROAD Co.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in fair condition.

During the six months ending June 30, 1923, no maintenance work done, except Randolph station platform built over and repaired.

MONSON RAILROAD COMPANY.

The road-bed, track, drainage, buildings and rolling equipment are in fair condition.

During the six months ending June 30, 1923, no maintenance work done.

SANDY RIVER & RANGELEY LAKES RAILROAD.

The road-bed, track, drainage, buildings and rolling equipment are in fair condition.

During the six months ending June 30, 1923, 4 tons old 52 and 35-lb. rails relaid in track; 4,654 new cedar cross-ties, 34 feet hard pine bridge ties and 54 feet hard pine switch ties used; Salem Stream Bridge (74 feet—6 inches long) rebuilt; 3,547 feet new woven wire fence built; 2 passenger, 3 combination, 1 caboose and 8 freight cars painted or varnished; 3 engines painted and varnished; 2 engines rebuilt after fire; 1 engine equipped with driver brakes and 1 with tender brakes; 5 engines had general repairs.

WISCASSET, WATERVILLE & FARMINGTON RAILWAY Co.

The road-bed, track, drainage, buildings and rolling equipment are in fair condition.

During the six months ending June 30, 1923, 1,000 new cross-ties used; 100 rods new wire fence built and about 3 miles old wire fence rebuilt; 5 box cars painted.

ANDROSCOGGIN ELECTRIC COMPANY.

The road-bed, track, drainage and overhead construction have been maintained in excellent condition.

The buildings and rolling equipment are in good condition.

During the six months ending June 30, 1923, the following improvements have been made: 4,769 new cedar cross-ties used; $3\frac{1}{4}$ miles (11,340 cubic yards) gravel ballast used; 1 automatic wig-wag signal installed at Portland State Road Crossing in the town of Falmouth; 425 feet 4-inch pine crossing plank, 100 yards crushed rock used on crossings; raised approximately $3\frac{1}{4}$ miles of track on average of 12 inches; rebuilt 1 flat trailer and 1 box trailer; 1 passenger car and 4 flat trailers painted and varnished; purchased 2 new motor sectionmen cars; bought additional

land at gravel pit and changed location of tracks; bought rights and cut 25 feet clearance on approximately 25 miles high tension line.

THE ANDROSCOGGIN & KENNEBEC RAILWAY CO.

The road-bed, track, drainage, overhead construction, and rolling equipment have been maintained in good condition.

During the six months ending June 30, 1923, the following improvements have been made: 16,407 new cross-ties, 3,000 feet switch ties used; $4\frac{3}{4}$ miles (12,319 cubic yards) gravel ballast used; 10 bridges have been thoroughly painted; 1 old 8-wheel car rebuilt into a one-man safety car; 1 collier car and 6 flat cars repainted; 9 closed and 21 open passenger cars repainted and varnished; 5 miles new trolley wire installed on the Freeport Line; Lisbon Falls, Freeport, Bath and East Winthrop Substations have been made semi-automatic by the installation of ten automatic circuit breakers; 1 new telephone switchboard has been installed in the Augusta office; 35 new trolley poles have been set on the Bath Line.

AROOSTOOK VALLEY RAILROAD CO.

The road-bed, track, drainage, overhead construction and rolling equipment in general have been maintained in good condition.

During the six months ending June 30, 1923, 5,003 new cedar cross-ties used; 1,518 feet new wire fence built.

BANGOR RAILWAY & ELECTRIC CO.

The road-bed, track, drainage, overhead construction and rolling equipment have been maintained in good condition.

During the six months ending June 30, 1923, 5.9 tons new 80-lb. tee rails laid; 19 pairs new rail joints used; 3,560 new cross-ties used in track and 14 switch ties; 1 $\frac{1}{3}$ miles (1,565 cubic yards) bank run gravel ballast used; 2

large corrugated iron culverts built; 2 one-man safety cars and 1 light weight box car bought; 10 passenger and 3 service cars painted and varnished; 8 G. E. 35 H. P. motors and 1 single truck shear plow body bought.

BENTON & FAIRFIELD RAILWAY CO.

The road-bed, track, drainage, overhead construction and rolling equipment in general have been maintained in fair condition.

During the six months ending June 30, 1923, 500 new tamarack cross-ties used; 500 feet (40 cubic yards) cinder ballast used.

BIDDEFORD & SACO RAILROAD CO.

The road-bed, track, drainage and overhead construction in general, as well as the rolling equipment, have been maintained in fair condition.

During the six months ending June 30, 1923, $\frac{3}{4}$ ton new 90-lb. rails laid with new tie plates; 1,400 new cedar cross-ties used; 1,800 feet (900 cubic yards) gravel ballast used; 3 new brick and cement drains installed, Main Street, Saco; 1,300 feet main line track rebuilt and 500 feet new side track built; installed new Crouse-Hinds 94-watt bulb headlights on open passenger cars.

CALAIS STREET RAILWAY.

The road-bed, track, drainage, overhead construction and rolling equipment in general have been maintained in fair condition.

During the six months ending June 30, 1923, 15 tons new 60-lb. rails have been laid and 50 tons 45-lb. old rails relaid in track; 50 new tie plates; 50 new rail joints and 600 new cross-ties used; 1,000 feet ballast used; 8 open and closed passenger cars painted and varnished; new snow plow bought.

CUMBERLAND COUNTY POWER & LIGHT COMPANY.**LESSEE OF PORTLAND RAILROAD CO.**

The road-bed, track, drainage, overhead construction and rolling equipment have been maintained in good condition.

During the six months ending June 30, 1923, 20 tons new 100-lb. and 80-lb. rails laid and 44 tons old 58-lb. rails relaid in track; 325 pairs new rail joints used; 6,700 new cross-ties used; 3,300 feet (550 cubic yards) gravel ballast used; miles of main line track taken up .70, sidings .40; frame building addition to storehouse at St. John Street, 100 by 34 feet, built; Forest Avenue Station painted; 4 closed double-truck passenger cars rebuilt; 9 closed and 17 open passenger cars painted and varnished; 6 G. E. C. P. air compressors, 36 G. E. box frame motors, 4 G. E. motors and 3 safety car equipment bought.

FAIRFIELD & SHAWMUT RAILWAY CO.

The road-bed, track, drainage, overhead construction and rolling equipment in general have been maintained in fair condition.

During the six months ending June 30, 1923, 400 new cross-ties used; 200 feet (30 cubic yards) gravel ballast used; 2 passenger cars rebuilt.

CENTRAL MAINE POWER COMPANY.**(Formerly Knox County Electric Co.)**

The road-bed, track, drainage, overhead construction and rolling equipment in general have been maintained in fair condition.

During the six months ending June 30, 1923, 8 tons new 70-lb. rails laid in track; 12 new tie plates, 26 new rail joints used; 142 cedar cross-ties used; 211 feet hard pine switch ties used; 75 cubic yards gravel ballast used; 1 old

passenger car rebuilt to one-man car; 5 passenger cars painted and varnished.

PORTSMOUTH, DOVER & YORK STREET RAILWAY.

This road ceased operation March 17, 1923, with no maintenance work done.

SOMERSET TRACTION COMPANY.

The road-bed, track, drainage, overhead construction and rolling equipment have been maintained in fair condition.

During the six months ending June 30, 1923, 75 new rail joints used; 2,547 new cedar cross-ties and 35 switch ties used; 2 culverts built; 1 single-truck one-man car built at car barn; 6 new G. E. motors bought.

TURNER RAILROAD.

The road-bed, track, drainage, overhead construction and rolling equipment have been maintained in fair condition.

During the six months ending June 30, 1923, 1,000 new cedar cross-ties used; 1 snow plow rebuilt; 2 passenger cars painted and varnished.

WATERVILLE, FAIRFIELD & OAKLAND RAILWAY.

The road-bed, track, drainage, overhead construction and rolling equipment have been maintained in fair condition.

During the six months ending June 30, 1923, 41 tons new 130-104-lb. rails laid in track; 70 new rail joints and 5,000 new cross-ties used; 2,500 feet (1,000 cubic yards) gravel ballast used; 1,400 square yards granite block paving, grouted, used; 2 open passenger cars painted and varnished.

YORK UTILITIES COMPANY.

The road-bed, track, drainage and overhead construction, including rolling equipment, have been maintained in good condition.

During the six months ending June 30, 1923, 1,453 new cross-ties used in track; 3 passenger cars painted and varnished.

SUMMARY OF PROPERTY ACCIDENTS.

Cost of Material and Labor for 6 Months Ending June 30, 1923, on Steam Railroads in Maine.

	Failure of Equipment.	Poor Track.	Carelessness.	Unknown.	Other Causes.	Total.
Bangor & Aroostook R.R.....	\$3,084.12	\$13,767.72	\$4,487.88		\$2,597.31	\$23,937.03
Boston & Maine R.R.....	833.58		300.00			1,133.58
Canadian Pacific Ry.....			265.00		193.54	458.54
Grand Trunk Ry.....	3,948.43	1,286.87	1,511.00		200.00	6,946.30
Maine Central R.R.....	18,441.17	5,449.67	8,733.33	\$1,085.62	7,005.43	40,715.22
Portland Terminal Co.....	764.05	1,038.68	1,613.21			3,415.94
Totals.....	\$27,071.35	\$21,542.94	\$16,910.42	\$1,085.62	\$9,996.28	\$76,606.61

ACCIDENTS.

Accidents on Steam Railroads for the 6 Months Ending June 30th, 1923.

STEAM RAILROADS.	Employees.		Passengers.		Other Persons.		Totals.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Bangor & Aroostook R.R.....	-	27	-	-	-	-	-	27
Boston & Maine R.R.....	1	6	-	1	-	-	1	7
Canadian Pacific Railway.....	1	3	-	-	-	3	-	6
Grand Trunk Railway.....	1	3	-	-	1	-	2	3
Lime Rock Railroad.....	2	-	-	-	-	-	2	-
Maine Central Railroad.....	2	40	-	-	3	5	5	45
Portland Terminal Co.....	3	12	-	-	-	-	3	12
Totals.....	9	91	-	1	4	8	13	100

ACCIDENTS.

Accidents on Street Railways for the 6 Months Ending June 30th, 1923.

STREET RAILWAYS.	Employees.		Passengers.		Other Persons.		Totals.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Androscoggin & Kennebec Ry. Co.....	-	-	-	3	3	-	3	3
Bangor Ry. & Electric Co.....	-	-	-	14	1	1	1	15
Cumberland County Power & Lt. Co.....	-	2	-	28	1	5	1	35
Totals.....	-	2	-	45	5	6	5	53

ACCIDENTS.

Accidents on Electric Power Companies for the 6 Months Ending June 30, 1923.

ELECTRIC POWER COMPANIES.	Employees.		Trespassers.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Bangor Railway & Electric Co..	1	-	-	-	-	-	1	-
Central Maine Power Co.....	2	-	-	-	-	-	2	-
Totals.....	3	-	-	-	-	-	3	-

ACCIDENTS.

Accidents on Gas Companies for the 6 Months Ending June 30th, 1923.

GAS COMPANIES.	Employees.		Trespassers.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Portland Gas Light Co.....	-	1	-	-	-	-	-	1

ACCIDENTS.

Accidents on Express Companies for the 6 Months Ending June 30th, 1923.

EXPRESS COMPANIES.	Employees.		Trespassers.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
American Railway Express Co....	-	14	-	-	-	-	-	14

ACCIDENTS.

Accidents on Telephone and Telegraph Companies for the 6 Months Ending June 30th, 1923.

TELEPHONE AND TELEGRAPH COMPANIES.	Employees.		Trespassers.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
New England Tel. & Tel. Co....	-	10	-	-	-	-	-	10

ACCIDENTS.

There have been accidents in our State where 25 persons were killed and 181 were injured for a period of 6 months ending June 30, 1923, and a preliminary investigation was made by the Inspection Department, testimony taken and a report made to the Commission on all the fatal accidents.

*Accidents at Grade Crossings for 6 Months Ending
June 30th, 1923.*

STEAM AND ELECTRIC RAILROAD COMPANIES.	Protected.		Unprotected.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Canadian Pacific Ry. Co.	-	2	-	-	-	2
Grand Trunk Ry.	-	-	1	-	1	-
Maine Central R. R. Co.	1	-	-	1	1	1
York Harbor & Beach R. R.	-	-	2	-	2	-
Total grade crossing accidents.	1	2	3	1	4	3
SUMMARY OTHER ACCIDENTS:—						
Other Steam Railroad accidents.	-	-	-	-	13	100
Other Street Railway accidents.	-	-	-	-	5	53
Other Electric Power Co.'s accidents.	-	-	-	-	3	-
Other Gas Companies' accidents.	-	-	-	-	-	1
Other Express Companies' accidents.	-	-	-	-	-	14
Other Tel. & Tel. Companies' accidents.	-	-	-	-	-	10
Totals.	-	-	-	-	21	178
Grand Total.	-	-	-	-	25	181

EMPLOYEES.

Of the 9 employees killed, an engineer jammed between two engines after completing his run; a section man run over while picking ice out of a track; a section man (deaf and dumb) run over while walking on track; a freight conductor run over while shifting; an engineer killed when engine derailed; a section man stepped in front of train that was making a station stop; a section man run over while working in freight yard; section man ran motor car head-on into a moving freight train; a carpenter helper fell from wharf and drowned.

TRESPASSERS OR OTHER PERSONS.

Of the 9 persons killed by trespassing or otherwise, a boy fell under a moving train; an unknown man lying on track was run over by a freight train; a would-be passenger run over while attempting to get on a moving passenger train; a man walking on track stepped in front of passenger train moving through a freight yard; a small boy slid into a moving electric car and run over; a would-be passenger ran in front of an electric car and run over; an elderly man was struck by electric car while walking on track; a man lying beside track was struck by electric car; an elderly man drove his automobile in front of electric car and was killed.

GRADE CROSSINGS.

Of the 4 persons killed at grade crossings, a man drove his automobile on unprotected crossing in front of a passenger train and 2 persons killed; a man drove his automobile on unprotected private crossing in front of a passenger train and killed; a man who was very hard of hearing drove his automobile on a protected crossing in front of a passenger train and killed.

ELECTRIC POWER COMPANIES.

Of the 3 persons killed by electrocution or otherwise, a ground foreman was struck in the head by a falling fuse plug from a pole cross arm; a young man climbed a pole and came in contact with a high tension line and electrocuted; a lineman standing on a pole cross arm came in contact with high tension line and fell to the sidewalk.

REPORT OF THE CHIEF INSPECTOR FOR THE
FISCAL YEAR ENDING JUNE 30, 1924.

To the Public Utilities Commission, Hon. Charles E. Gurney, Chairman, Augusta, Maine:

GENTLEMEN:—I herewith submit a report of the inspection of steam and electric railroads of Maine, including Additions and Betterments, Maintenance of Way, Railway Equipment.

In addition to the inspection of railroads, an inspection has been made of the condition of stations, yards, frogs and guard-rails and passenger car equipment in the State. Reports of these inspections are on file in the office; also the preliminary investigation made of all fatal accidents, and accident tables compiled. Many complaints were investigated and adjusted by this department, reports of which are on file, thus obviating the necessity of public hearings by the Commission.

Respectfully submitted,

ELMER E. PARKMAN,
Chief Inspector.

BANGOR & AROOSTOOK RAILROAD COMPANY.

The road-bed, track and drainage have been maintained in good condition. The right of way has been cleared of grass, weeds and bushes. There are some old worthless ties which should be burned. The fences have been generally well maintained.

The buildings and rolling equipment have been maintained in good condition.

During the fiscal year ending June 30, 1924, the following improvements have been made: 3,086 tons of new 80-lb. steel rails have been laid in main line track; 2,847 tons of old relaid 85-80-70-56-lb. steel rails have been laid in main line track, sidings and extensions. In track maintenance there have been 137,111 new tie plates, 8,551 new 85-80-70-56-lb. rail joints used; 228,873 new cedar cross-ties, 218,075 feet hard pine bridge ties, 483,990 feet hard pine switch ties used; 63 miles (101,064 cubic yards) of gravel and cinder ballast used; 231 cast-iron pipe culverts and 14 concrete culverts of different sizes built; 10,153 feet side track taken up and 19,575 feet built; 3,087 feet new wire and 5,179 feet new snow fence built; new freight shed built at Frankfort; built concrete oil house and one garage, rebuilt old Michaud store for tenement, and rebuilt hotel at Derby; 2 car bodies made into dwellings for sectionmen at Adams station; a 12-stall concrete engine house, concrete oil house, and a garage built at Northern Maine Junction; concrete oil house built at Caribou; 2 section dwellings, 1 double hand-car house built at Griswold station; 1 section dwelling built at Prides; 1 car body made into dwelling for sectionmen at Millinocket; 2 car bodies made into dwellings for sectionmen at Packards; 1 new ice house built at Van Buren; new ticket office and awning built at Greenville; station and awning moved from Lombards and erected at Lancaster; 5 sets of station buildings, two water tanks and two dock warehouses painted; new automatic crossing signal installed at Smyrna Mills; loading wharves built at Shaws and Madawaska stations; tar rock platforms built at Searsport, South Lorange and Houlton; power line installed at Houlton to operate new rail sawing machine, saw and grinder; elec-

tric pumps installed at Brownville and South Lagrange; non-climbable fence built at Millinocket station; 80-foot turntable installed at Van Buren; new 125-ton track scales installed at Millinocket station; battery charging outfit installed at Van Buren.

BOSTON & MAINE RAILROAD.

The road-bed, track and drainage have been maintained in general good condition. The right of way has not all been cleared of grass, weeds and bushes.

The buildings and rolling equipment have been maintained in general good condition.

During the fiscal year ending June 30, 1924, the following improvements in Maine have been made: 1,455 tons new 85-lb rails; 989 tons of old 100,-85-75-72-67-60-lb. relaid rails used; 46,466 new tie plates; 4,147 rail joints used; 52,904 new cross-ties, 36,010 feet bridge ties, 110,264 feet new switch ties used; 630 feet side track taken up; Saco, Eliot, High Pine, West Kennebunk bridges rebuilt or strengthened; 1 cast-iron pipe highway drain built. Railway equipment on entire system, 4 baggage and smoker, 200 refrigerator, 300 flat, 100 coal, 1 scale test, 1 tender flat bought; 487 box, 32 refrigerator, 19 coal cars rebuilt; 1,035 passenger, 3,191 freight, 223 caboose, 110 work cars painted or varnished; 20 engines bought and 5 engines rebuilt; 833 box cars equipped with X. L. A. outside metal roofs; 518 with Murphy ends; 107 with mogul ends; 98 steel underframes to passenger equipment; 17 superheater equipments installed on locomotives. Number bad order freight cars on hand June 30, 1924, 3,551 (system).

CANADIAN PACIFIC RAILWAY COMPANY.

The road-bed, track and drainage have been maintained in general good condition. The right of way has not all been cleared of grass, weeds and bushes. There are a large number of low and battered rail joints around curves.

The buildings and rolling equipment have been maintained in good condition.

During the year the following improvements in Maine have been made: 3,178 tons of old 85-80-75-73-72-67-56-lb. relaid rails used in track renewals on curves; 68,466 new cross-ties used; 46,045 feet bridge ties, 145,731 feet switch ties used; 21 miles (56,700 cubic yards) gravel ballast used; 7 concrete reinforced pipe culverts built; 1,705 feet side track taken up and 5,807 feet built; 1,712 feet wood snow fence and 8,108 feet Page wire fence built; freight shed burned at Caribou; dwelling house built at Holeb; 5 section tool houses built; 14 sets of station buildings painted; engine driving wheel drop pit installed at Brownville Junction; bridge abutment renewed in concrete; 6,240 lin. feet drain tile laid in wet cuts.

GRAND TRUNK RAILWAY.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in good condition. The right of way has not been cleared of grass, weeds and bushes.

During the year ending June 30, 1924, the following improvements in Maine have been made: 2,988 tons new 100-lb. rails have been laid in track, also 460 tons old 100-90-80-65-lb. relaid rails used; 31,053 new tie-plates, 5,369 new rail joints used; 32,557 new cross-ties, 350 feet bridge ties, 64 feet switch ties used; 5 new concrete pipe culverts built; 25 feet side track taken up and 868 feet built; 28,792 feet new wire fence built; rebuilt steamship sheds No. 7 and 8, Portland, new hose house and elevator built at Portland and retirement of stable at New Gloucester station; 4 sets of station buildings painted; between Yarmouth and Portland 22 general railway signals with 4 lever inter-lockers at "Back Cove" draw bridge installed; 16,939 Vaughan rail anchors installed; new furnace and cinder loading platform installed at Mechanic Falls; 50-foot extension to loading platform built at Lewiston.

KNOX RAILROAD COMPANY.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in fair condition.

During the year ending June 30, 1924, 1,000 new tie-plates, 936 new cedar cross-ties used; 2 miles (5,255 cubic yards) crushed rock, limerock chips and gravel ballast used; 2 culverts rebuilt; 890 feet new wire fence built; 1 station and 2 freight sheds painted; 2 bad curves have been straightened somewhat, a number of exceptionally low places in the track have been brought up to grade, and the greater part of the main line has been relined and surfaced; 1 freight car, 1 flange digger and 1 snow plow painted; 1 new engine bought for section motor car.

LIME ROCK RAILROAD COMPANY.

The road-bed, track and drainage have been maintained in good condition, also buildings and rolling equipment.

During the fiscal year ending June 30, 1924, 33 tons new 80-lb. rails, 73 rail joints used; 1,570 new cedar cross-ties, 5,720 feet hard pine bridge ties and 5,243 feet hard pine switch ties used; 400 cubic yards chip ballast used; 1,481 feet new wire fence built; 493 (4 yard) dump cars rebuilt, painted or varnished; 1 engine rebuilt.

MAINE CENTRAL RAILROAD COMPANY.

The road-bed, track and drainage have been maintained in good condition. The right of way has been cleared of grass, weeds and bushes, and nearly all old worthless cross-ties burned.

The buildings and rolling equipment have been maintained in good condition.

During the fiscal year ending June 30, 1924, the following improvements have been made: 13,236 tons of new 100-85-80-lb. rails, 4,523 tons of old relaid 85-80-75-70-67-60-58-lb. rails have been laid in track; 487,227 new tie-plates, 16,898 new rail joints have been used.

There have been 377,620 cross-ties, 230,698 feet bridge ties, 788,805 feet switch ties used in track maintenance; 69½ miles (94,266 cubic yards) gravel, cinder and stone ballast have been used; 934 feet of new bridges built at Brunswick, Topsham, Bemis and Newcastle; 686 cubic yards concrete bridge masonry built; 5 new concrete pipe culverts built; 63,156 feet side track taken up, and 9,912 feet new side track built; 3,426 feet new board snow fence and 112,060 feet new woven wire fence built; motor generator building built at Bangor; addition to stations built at Bath and Waterville, account American Railway Express Company; 5-stall engine house and a 4-stall engine house built at Rockland and Washington Junction; living quarters built for station agent at Riccars' station, additional flag house installed at Fairfield, locomotive and car repair shop built at Rumford; 62 sets station buildings repainted; automatic crossing signal installed at Caverly state road crossing, east of East Newport station; construction of platform and re-construction of boom hoist at Eastport; 50,000-gallon steel water tank and stand-pipe installed at Rockland and Rumford; brick station platform with concrete curb installed at Waterville; new water station installed at Indian Pond station, electric pump and installation electric lights in station buildings at Mattawamkeag, coal shed built at East Yard, Bangor; installation electric lights at North Anson, East Machias, Bridgton Junction, Wiscasset, Sebago Lake, Bowdoinham, Canton, Danforth, Waldoboro, Hartland, Poland and Leeds Junction stations; timber retaining wall replaced by concrete crib wall at Hallowell, loading wharf installed at Bangor East Yard, 197½ miles new block signal weatherproof wire installed, rebuilt 13 miles telegraph and telephone line between Oakland and Norridgewock, 80 culverts replaced with concrete pipe, 3 culverts extended, 14 culverts repaired, 3 cattle passes replaced with concrete pipe, 3 timber frames for track scales replaced by concrete beams; installed Kanstine closets at Sebago Lake and Wiscasset stations; 7 baggage and mail, 370 box, 10 produce, 100 coal, 3 rack, 3 caboose, 4 construction flat cars, 1 spreader and 1

snow plow bought; 1 baggage, 60 box, 4 produce, 1 refrigerator, 4 coal, 1 rack and 9 caboose cars rebuilt; 231 passenger, 1,845 freight, 193 other cars painted or varnished; 2 new passenger engines bought; 1 freight and 1 switching engine rebuilt; 1 new booster applied to engine No. 466. Number of bad order freight cars on hand, 574.

PORTLAND TERMINAL COMPANY.

The road-bed, track and drainage have been maintained in good condition. The right of way is clear of grass, weeds and bushes, and all old worthless cross-ties taken out of track and burned.

The buildings and rolling equipment have been maintained in good condition.

During the fiscal year ending June 30, 1924, the following improvements have been made.: 147 tons of new 85-80-lb. rails, 3,485 tons old relaid 85-75-67-lb. rails have been laid in track; 194,010 new tie-plates, 1,538 new rail joints have been used.

There have been used 100,992 cross-ties, 678,969 feet switch ties in track; 25 $\frac{3}{4}$ miles (74,368 cubic yards) gravel and cinder ballast used; 1 new 800-foot wye trestle bridge built; 10,084 feet of main line and sidings taken up, remeasured, converted, etc.; 27.71 miles new main line and sidings built, remeasured, converted, etc.; 696 feet tight board, 339 feet wing, 19,765 feet woven wire fence built; 40-stall brick engine house with back shop built at Rigby Yard; toilet and locker buildings, engine boiler washing plant, power plant, administration and stores building, storage shed for arch brick, car repair building, parts storage building, coaling plant storage, ice house, east and west yard office, locker building for coaling and ash pits, rest room, stock yard and signal tower built at Rigby Yard; signal tower built at River junction and Danforth Street, wharf No. 2 and boiler house built at Portland; various buildings painted; P. B. X. telephone exchange installed; replacing coal tower and trestle damaged by fire at wharf No. 2; installation high platform at wharf No. 3; two 75,000-gallon steel water tanks with stand-pipes, 95-foot turn-

table with tractor, 4 ash hoists, two 150-ton track scale, locomotive hoist and machine tools in back shop installed at Rigby Yard; 2 new snow plows bought.

Number bad order freight cars on hand, 8.

YORK HARBOR & BEACH RAILROAD.

The road-bed, track and drainage have been maintained in fair condition. The right of way has not been cleared of grass, weeds and bushes.

The buildings have been maintained in fair condition. The company owns no rolling equipment, using that of the Boston & Maine Railroad.

During the year ending June 30, 1924, 78 tons old 85-67-lb. relaid rails laid in track; 32 new rail joints, 3,540 new cross-ties, 2,256 feet hard pine bridge ties, 16,080 feet hard pine switch ties used in track maintenance.

NARROW GAUGE RAILROADS.

BRIDGTON & SACO RIVER RAILROAD CO.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in fair condition.

During the year, 200 new rail joints used; 6,421 cedar cross-ties, 584 feet hard pine switch ties used; 2,640 feet (422 cubic yards) gravel ballast used; 483 feet side track taken up; 1 combination car rebuilt; 3 passenger, 2 baggage, 4 box and 6 flat cars painted or varnished; 1 new engine bought.

KENNEBEC CENTRAL RAILROAD CO.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in fair condition.

During the year, ending June 30, 1924, 1,064 new cross-ties, 700 feet bridge ties used; 1200 feet gravel and cinder ballast used; all fence repaired; new turntable built at National Home; 1 new section motor car bought, 2 passenger cars had roof rebuilt; 4 passenger cars painted and varnished; 2 engines overhauled.

MONSON RAILROAD COMPANY.

The road-bed, track, drainage, buildings and rolling equipment have been maintained in fair condition.

During the year ending June 30, 1924, 1800 new cross-ties, 1 mile crushed slate ballast installed; right of way cleared of grass, weeds and bushes; 1 passenger, 4 box and 2 flat cars painted.

SANDY RIVER & RANGELEY LAKES RAILROAD.

The road-bed, track, drainage, buildings and rolling equipment are in fair condition.

During the year, 58 tons old 52-35-30-lb. relaid rails used; 13,273 new cedar cross-ties, 826 feet bridge ties and 784 feet switch ties used in track maintenance; 6,172 feet (1,076 cubic yards) gravel and cinder ballast used; 3 wooden culverts built; 1,721 feet side track taken up and 3,160 feet built; 162 rods new woven wire fence built; rebuilt portion of engine house at Phillips, which was partly destroyed by fire; rebuilt Poplar Brook bridge, replacing old wooden bridge with iron chords at Carrabassett; 35 box, 16 rack, 19 flat and 5 passenger cars painted or varnished; 2 rail motor cars remodeled with Ford cars used for inspection and light construction work.

Number bad order freight cars on hand June 30, 1924,
23.

WISCASSET, WATERVILLE & FARMINGTON RAILWAY Co.

The road-bed, track, drainage, buildings and rolling equipment are in fair condition.

During the year, 10,137 new cross-ties, 10,240 feet bridge and switch ties used; several wooden culverts rebuilt; 150 rods new wire fence built; 2 passenger, 1 baggage car varnished.

ANDROSCOGGIN ELECTRIC COMPANY.

The road-bed, track, drainage and overhead construction have been maintained in excellent condition. The right of way is not all clear of grass, weeds and bushes.

The buildings and rolling equipment are in good condition.

During the fiscal year ending June 30, 1924, the following improvements have been made: 500 new tie-plates, 7,301 new cedar cross-ties, 1,610 feet hard pine bridge ties used; 408 feet new side track built; 1,155 feet woven wire fence built; 1 station building destroyed by fire; 1 brick waiting room built at West Falmouth; outdoor sub-stations built at Gray and Danville; 1 automatic highway crossing signal installed at Danville sub-station; 16 steel yard limit signs, 20 Standard R. R. approach warning crossing signs installed; replaced with larger rails 528 feet of bridge guards; 9 passenger, 2 freight, 1 line construction, 6 flat cars and 1 locomotive painted or varnished; 3 voltage regulators installed at stations.

THE ANDROSCOGGIN & KENNEBEC RAILWAY Co.

The road-bed, track, drainage and overhead construction have been maintained in good condition; also buildings and rolling equipment. The right of way has been nearly all cleared of grass, weeds and bushes.

During the fiscal year ending June 30, 1924, the following improvements have been made: 24 tons old 80-60-lb. rails laid in track; 100 new rail joints, 28,570 new cross-ties, 5,000 feet switch ties, 11½ miles (20,225 cubic yards) gravel ballast used; 1 block signal installed between Campus Avenue and Thorne's Corner; 1 full automatic control installed at Day's Corner sub-station; 2,000 new rail bonds installed on the entire system; a new return circuit feeder installed between Cedar Street and Lewiston Station; 100 new poles set on Lewiston-Bath line; freight houses at Gardiner and Augusta have been painted; Cobbossee bridge at Gardiner, M. C. R. R. bridge at Winslow, Granny Hole bridge at Topsham have been painted; long bridge between Topsham and Brunswick has been planked, for which we paid our proportion of one-half (½). The gravel roofs of Augusta car barn, Freeport car barn and one-half (½) of Lewiston car barn, and the Bath sub-station have been re-

newed. 5 new double-truck safety cars bought; 1 passenger car converted into an emergency car and equipped with a Root snow scraper; 10 coal trailers, 8 motor freight, 6 box trailers, 18 single safety, 6 double safety, 10 main line, 19 flat trailers, 18 open cars have been painted or varnished; equipped 10 main line cars with full safety devices; a telephone line has been installed between Lewiston and Mechanic Falls; replaced transmission tower and river crossing at Augusta; arc-weld bonding machine bought; renewed double track M. C. R. R. crossing at Cedar Street, Lewiston, and one main line track at Brunswick; bought from the City of Bath, track from Oak Street to Kelley-Spear Shipyard; replaced 70-lb. tee rail curve with 100-lb. double guard rail at Oak and Middle Streets, Bath, and paved same with granite blocks; paid our proportional part of paving on Pine Street and Main Street, Lewiston, Bangor Road, Augusta, Court Street and South Main Street, Auburn; replacing Peters culvert at Winslow, State Highway culverts in Farmingdale, and widening Rines Hill in Augusta.

AROOSTOOK VALLEY RAILROAD CO.

The road-bed, track, drainage and overhead construction in general have been maintained in good condition; also buildings and rolling equipment. The right of way has not all been cleared of grass, weeds and bushes.

During the year ending June 30, 1924, 4,591 new cross-ties, 209 bridge ties, 28 switch ties used; 2,520 feet (1,050 cubic yards) gravel ballast used; one new 138 foot bridge built; 175 yards concrete bridge masonry built; 413 feet new wire fence built; 1 new station built at Washburn and painted; 4 flat cars rebuilt; 2 passenger cars painted and varnished.

BANGOR RAILWAY & ELECTRIC CO.

The road-bed, track, drainage and overhead construction have been maintained in good condition; also rolling

equipment. The right of way has not all been cleared of grass, weeds and bushes.

During the fiscal year ending June 30, 1924, 124 tons new 100-80-70-58-lb. rails, $3\frac{3}{4}$ tons old 70-58-lb. relaid rails used; 549 rail joints, 10,303 new cross-ties, 102 steel 60-lb. tee rail cross-ties, 221 bridge and 121 switch ties used; 9 $\frac{1}{3}$ miles (7,951 cubic yards) bank run gravel used; 22 concrete pipe culverts built; 2,518 copper bond joints, 7 tee split joints installed; 2 crossing steam electric 100-85-lb. tee thermit welded; 5 tongue switches and point mates rail bound hard center type 70-lb. tee installed; 1 thermit 70-lb. tee frog and cast iron bound frog installed; 10 single truck passenger, 16 double truck cars, 2 electric freight, 1 sprinkler, 5 snow plows painted and varnished; overhauled and rebuilt trucks and motors on 13 cars; built and equipped one portable sub-station.

BENTON & FAIRFIELD RAILWAY Co.

The road-bed, track, drainage, overhead construction, buildings and rolling equipment in general have been maintained in fair condition. The right of way is clear of grass, weeds and bushes.

During the year, 750 new cross-ties used in track renewals; 8,000 feet bridge ties and 2,000 feet switch ties used; 500 feet (400 cubic yards) cinder ballast used; 500 feet main line track taken up.

BIDDEFORD & SACO RAILROAD Co.

The road-bed, track, drainage, overhead construction, buildings and rolling equipment in general have been maintained in good condition.

During the fiscal year ending June 30, 1924, very little maintenance work done, except 600 feet (150 cubic yards) gravel and sand ballast used; changed headlights so they may be dimmed on 10 open cars and purchased new lights for 3 four-wheel open cars with dimmers, these lights are the Imperial incandescent 94-watt; 1 car rebuilt to a one-man operation; 10 open cars have been overhauled.

CALAIS STREET RAILWAY.

The road-bed, track, drainage and overhead construction in general have been maintained in fair condition; also buildings and rolling equipment.

During the year, 362-60-lb. old relaid rails used; 724 new rail joints, 1,214 new cedar cross-ties used; 2,250 feet (225 cubic yards) gravel ballast used; 4 open and 4 closed passenger cars painted and varnished.

CENTRAL MAINE POWER COMPANY. (Formerly Knox County Electric Co.)

The road-bed, track, drainage and overhead construction in general have been maintained in fair condition; also buildings and rolling equipment.

During the fiscal year ending June 30, 1924, 91 tons new 70-lb. rails used; 260 new Weber rail joints, 2,754 new cedar cross-ties, 6,760 feet switch ties used; 3,402 feet (486 cubic yards) gravel ballast used; 3,900 feet new main line track built; 1 double truck one-man car rebuilt; 3 single truck and 2 double truck passenger cars painted and varnished.

CUMBERLAND COUNTY POWER & LIGHT CO. (Lessee of Portland Railroad Co.)

The road-bed, track, drainage and overhead construction have been maintained in good condition; also buildings and rolling equipment. The right of way has not all been cleared of grass, weeds and bushes.

During the fiscal year ending June 30, 1924, 323 tons new 100-80-lb. rails laid in track; 49 new tie plates, 846 new rail joints, 28,839 new cross-ties, 11,280 feet bridge ties used; 2 cross-overs renewed on Congress Street; River-ton Park Line, Stroudwater Line and Meeting House Hill Line rehabilitated; 6 double truck passenger cars, 1 double truck flat car and 1 single truck snow sweeper bought; 13 double truck closed one or two man and 1 double truck flat

car rebuilt; 26 double truck closed, 17 double truck open, 13 snow plow, and 1 double truck work cars painted and varnished.

FAIRFIELD & SHAWMUT RAILWAY CO.

The road-bed, track, drainage, overhead construction, buildings and rolling equipment in general have been maintained in fair condition.

During the year, 500 new cross-ties used; 300 feet (300 cubic yards) gravel ballast used; 1 passenger car and 1 snow plow rebuilt.

SOMERSET TRACTION COMPANY.

The road-bed, track, drainage and overhead construction have been maintained in fair condition; also buildings and rolling equipment.

During the year, 75 pair new rail joints, 2,597 new cedar cross-ties and 1,000 feet cedar switch ties used; 2,000 feet (320 cubic yards) gravel ballast used; 1,200 feet new snow fence built; 1 single truck steel passenger car for one-man operation built; 3 closed and 2 open passenger cars painted and varnished.

TURNER RAILROAD.

The road-bed, track, drainage, overhead construction, buildings and rolling equipment have been maintained in fair condition. The grass, weeds and bushes on private right of way have not been cut.

During the year 1,500 new cross-ties used; 1 flat car rebuilt; 2 passenger and 3 freight cars painted and varnished.

WATERVILLE, FAIRFIELD & OAKLAND RAILWAY.

The road-bed, track, drainage, overhead construction, buildings and rolling equipment have been maintained in general good condition.

During the fiscal year ending June 30, 1924, 102 tons new 70-lb. rails laid in track; 325 new Weber rail joints; 500 new cedar cross-ties used; 3,000 feet (1,000 cubic yards) gravel ballast used; 3,000 linear feet bituminous macadam paving built; 9 closed and 2 open cars painted and varnished.

YORK UTILITIES COMPANY.
(Formerly Atlantic Shore Railway.)

The road-bed, track, drainage and overhead construction, also buildings and rolling equipment, in general have been maintained in good condition. The private right of way has not all been cleared of grass, weeds and bushes.

During the fiscal year, ending June 30, 1924, 295 tons old 60-lb. rails laid in track; 5,743 new cedar cross-ties used for renewals and 6,533 used for new track extensions; 11,088 feet new main track and 300 feet new side track built; new car barn and sub-station built at Sanford and a house and barn converted into a double tenement; 4 passenger cars painted and varnished.

SUMMARY OF PROPERTY ACCIDENTS.

Cost of Material and Labor for Year Ending June 30, 1924, on Steam Railroads in Maine.

	Failure of Equipment.	Poor Track.	Carelessness.	Unknown.	Other Causes.	Total.
Bangor & Aroostook Railroad.....	\$11,806.30	\$4,045.23	\$10,564.30		\$2,660.60	\$29,076.43
Boston & Maine Railroad.....	4,959.42	770.11	238.25			5,967.78
Canadian Pacific Ry.....	6,778.00		225.00		5,900.00	12,903.00
Grand Trunk Ry.....	606.15				1,600.00	2,206.15
Maine Central Railroad.....	19,722.62	1,815.00	11,337.90	\$10,917.59	5,275.92	49,069.03
Portland Terminal Co.....	1,150.92	1,035.63	4,085.28		735.11	7,006.94
Bridgton & Saco River R.R.....			1,212.22			1,212.22
Totals.....	\$45,023.41	\$7,665.97	\$27,662.95	\$10,917.59	\$16,171.63	\$107,441.55

ACCIDENTS.

*Accidents on Steam Railroads for the Year Ending
June 30, 1924.*

STEAM RAILROADS.	Passengers.		Employees.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Bangor & Aroostook Railroad Co.	-	3	-	31	2	1	2	35
Boston & Maine Railroad.	1	1	-	10	-	4	1	15
Canadian Pacific Railway.	-	-	-	7	2	1	2	8
Grand Trunk Railway.	-	-	-	5	-	-	-	5
Maine Central Railroad Co.	-	7	1	56	11	7	12	70
Portland Terminal Co.	-	-	1	22	1	2	2	24
Lime Rock Railroad.	-	-	1	-	-	-	1	1
Knox Railroad.	-	-	-	-	-	1	-	1
Bridgton & Saco River Railroad.	-	-	-	1	-	2	-	3
Wiscasset, Waterville & Farmington R.R.	-	-	-	1	-	-	-	1
Totals.	1	11	3	133	16	18	20	162

ACCIDENTS.

*Accidents on Street Railways for the Year Ending
June 30, 1924.*

STREET RAILWAYS.	Passengers.		Employees.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Androscoggin Electric Co.	-	6	-	1	-	1	-	8
Androscoggin & Kennebec Ry. Co.	-	2	-	1	-	3	-	6
Bangor Railway & Electric Co.	-	1	-	-	1	3	1	9
Cumberland County Power & Lt. Co.	-	22	1	-	5	10	6	32
York Utilities Co.	-	-	1	-	2	-	3	-
Totals.	-	31	2	2	8	22	10	55

ACCIDENTS.

Accidents on Electric Power Companies for the Year Ending June 30, 1924.

ELECTRIC POWER COMPANIES.	Employees.		Trespassers.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Androscoggin Electric Co.....	1	-	-	-	-	-	1	-
Bangor Railway & Electric Co....	1	-	-	-	-	-	1	-
Bar Harbor & Union River Power Co.....	1	-	-	-	-	-	1	-
Central Maine Power Co.....	1	-	-	-	1	-	2	-
Cumberland County Power & Light Co.....	1	-	1	-	-	-	2	-
Milo Electric Light & Power Co..	1	-	-	-	-	-	1	-
Western Maine Power Co.....	-	-	-	-	1	-	1	-
Totals.....	6	-	1	-	2	-	9	-

ACCIDENTS.

Accidents on Express Companies for the Year Ending June 30, 1924.

EXPRESS COMPANIES.	Employees.		Trespassers.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
American Railway Express Co....	-	11	-	-	-	-	-	11

ACCIDENTS.

Accidents on Telephone & Telegraph Companies for the Year Ending June 30, 1924.

TELEPHONE AND TELEGRAPH COMPANIES.	Employees.		Trespassers.		Other Persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
New England Tel. & Tel. Co.....	-	39	-	-	-	4	-	43

ACCIDENTS.

There have been accidents in our State where 54 persons were killed and 297 were injured for the fiscal year ending June 30, 1924, and a preliminary investigation was made by the Inspection Department, testimony taken and a report made to the Commission on all the fatal accidents.

*Accidents at Grade Crossings for the Year Ending
June 30, 1924.*

STEAM AND ELECTRIC RAILROAD COMPANIES.	Protected.		Unprotected.		Total	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured
Bangor & Aroostook R.R. Co.....	-	4	-	4	-	8
Boston & Maine Railroad.....	-	-	1	1	1	1
Maine Central Railroad Co.....	8	6	3	9	11	15
Androscoggin & Kennebec Ry. Co.....	-	-	1	1	1	1
Androscoggin Electric Co.....	-	-	1	1	1	1
Aroostook Valley Railroad.....	-	-	1	-	1	-
Total Grade Crossing Accidents.....	8	10	7	16	15	26
SUMMARY OTHER ACCIDENTS:—						
Other Steam Railroad Accidents.....	-	-	-	-	20	162
Other Street Railway Accidents.....	-	-	-	-	10	55
Other Electric Power Co.'s Accidents.....	-	-	-	-	9	-
Other Express Companies' Accidents.....	-	-	-	-	-	11
Other Tel. and Tel. Companies' Accidents.....	-	-	-	-	-	43
Totals.....	-	-	-	-	39	271
Grand Totals.....	-	-	-	-	54	297

PASSENGERS.

The 1 passenger killed attempted to alight from the train while it was making its station stop, and fell under the car.

EMPLOYEES.

Of the 5 employees killed, a machinist's helper repairing speed governor to dynamo wheel when it exploded; a freight conductor was run over, while making shifting movements; a carpenter fell from the roof of a coal pocket; a yard brakeman got his foot caught in guard-rail and was run over by car while shifting; a workman killed while unloading large gas pipe from a freight car.

TRESPASSERS OR OTHER PERSONS.

Of the 24 persons killed, an elderly man stepped in front of an approaching electric car; a trespasser walking on bridge was struck by train and fell into canal; a deaf man walking on station platform stepped off directly into side of approaching engine; an elderly man while crawling under a freight train got caught and killed; a trespasser was found dead beside the track; a deaf and dumb man walked in front of an approaching train; a contractor employee walking on track was struck by train; a trespasser was run over by freight engine pulling in on a side track; a lumber employee caught between cars in mill yard and jammed to death; a man crossing a street walked in front of an electric car; a man drove his automobile in front of an electric car, killing himself and lady companion; a trespasser walking on track was struck by an approaching train at a station freight yard; a trespasser walking on track was struck by an approaching train; a man while attempting to get onto a moving electric car fell under the trailing car and was run over; a trespasser walking beside a moving freight train attempted to get on a freight car and fell under; a girl stood too near the track and was struck by an electric car; a

trespasser walking on track was struck by a freight train; an elderly lady crossing the street was struck by an electric car; a man fell under a moving passenger train evidently while trying to board same; a small boy stood too near the track and was struck by a passenger train; a trespasser walking on track was struck by a freight train; a man stealing a ride fell from train; a farmer drove his team in front of an approaching electric car.

GRADE CROSSINGS.

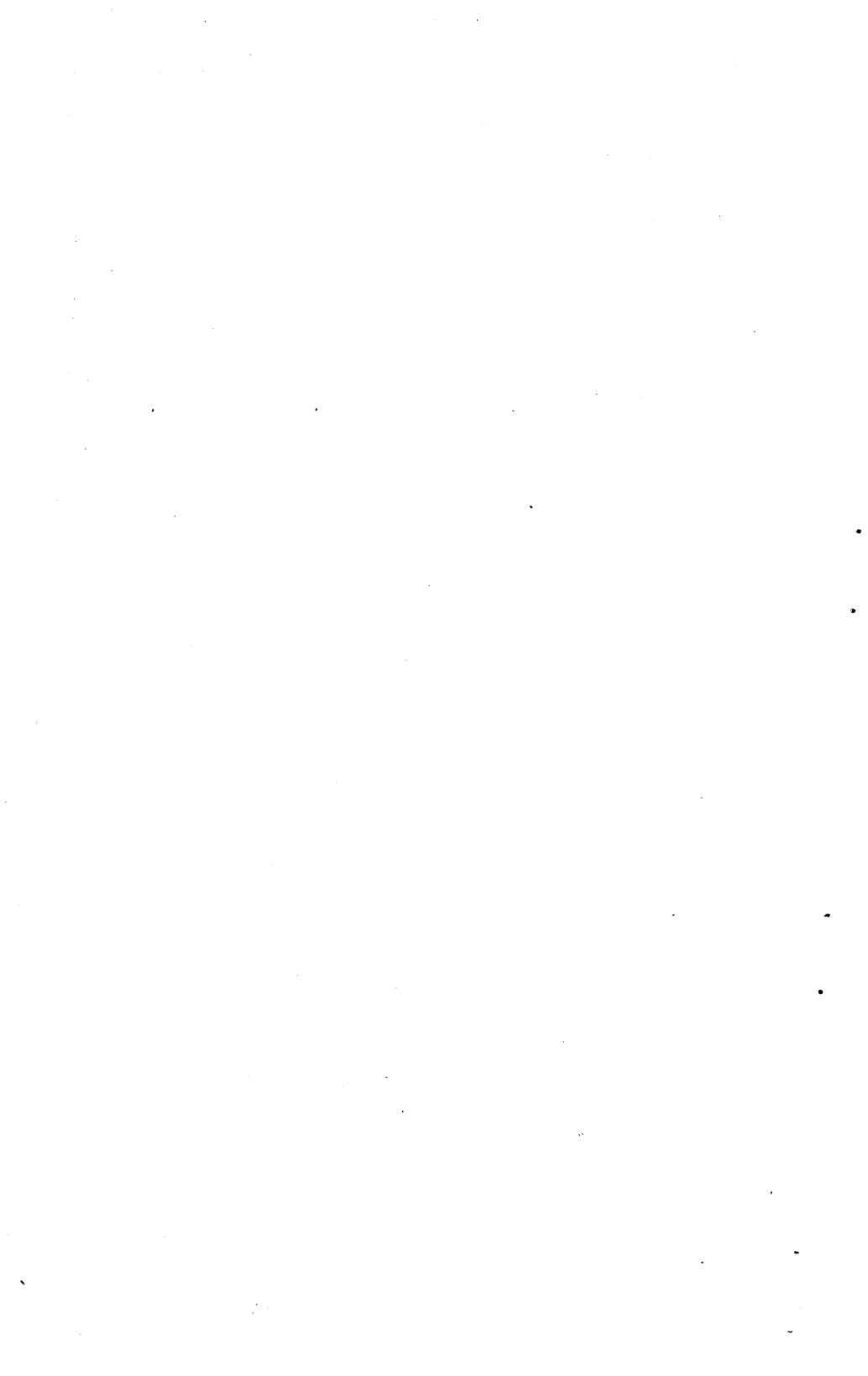
Of the 15 persons killed at grade crossings, a man drove automobile on crossing in front of an approaching electric car; two girls were killed on protected crossing when driver drove automobile onto crossing in front of an approaching train; a man drove automobile onto crossing in front of an approaching train and two were killed; a man drove automobile onto a protected crossing in front of an approaching train and a lady was killed; a man drove automobile onto crossing in a fog in front of an electric car; a man drove a truck onto crossing in front of an approaching train; a man becoming dizzy fell into a passing freight train at a protected grade crossing; a man drove automobile onto a private crossing in front of an approaching train; a man drove his horse onto the track and crossing in front of an electric car; an intoxicated driver drove automobile onto a protected crossing in front of an approaching train and four men were killed.

ELECTRIC POWER COMPANIES.

Of the 9 persons killed by electrocution, a workman came in contact with a transformer wire located in a man-hole, receiving electric shock; a lineman electrocuted while installing new wires on a cross arm pole; a superintendent electrocuted while adjusting control apparatus connected with deep well pump; a workman, while excavating, was buried by a cave-in and suffocated; a lineman electrocuted while installing a transformer; a lineman electrocuted while

working in a sub-station; a boy sitting on top of a box car with one hand on brakewheel reached and took hold of a high tension power wire and was electrocuted; a trespasser climbed electric light pole, came in contact with live wires and fell to ground, breaking his neck; a farmer was electrocuted while throwing water onto a fire caused by an arc from a conductor, upon which was impressed abnormally high voltage to the grounded armor of a cable used for interior wiring.

DECISIONS AND ORDERS



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Petition of the Selectmen of the Town of Madawaska for an order permitting the laying out of a town way across the tracks of the Bangor & Aroostook Railroad Company, near Madawaska Station, and determining the manner and condition of such crossing.

R.R. No. 925. AUGUST 10, 1922.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.
Appearances: Herbert T. Powers, Esq., for the petitioners,
Henry J. Hart, Esq., for the Bangor &
Aroostook Railroad Company.

The construction and completion of the new international bridge across the St. John River between Edmundston, in the province of New Brunswick, and the town of Madawaska, in the state of Maine, necessitated the construction of a town way in the town of Madawaska from said bridge to the main highway road leading from Van Buren to Fort Kent.

On May 20, 1922, the selectmen of the town of Madawaska, on petition of Remi A. Daigle and others, inhabitants of said town, after due notice and hearing, adjudged that public convenience and necessity required the laying out of a town way as described in said petition. It appeared, upon viewing said way, that said way crossed land of the Bangor & Aroostook Railroad Company used for station purposes. Whereupon, the proceedings were suspended, and a petition was filed with this Commission for its adjudication that public convenience and necessity required the laying out and construction of said way as described in said petition. Upon said petition, due notice thereof having been given, a hearing was held at the office of the Public Utilities Commission, in Augusta, on June 13, 1922, at ten (10) o'clock in the forenoon, and it was ordered, adjudged and decreed by this Commission, by its order dated June 13, 1922, that public convenience and necessity required the laying out of said way as described in said petition.

Thereafter, the petitioners laid out said way as described in said petition and made return thereof in the manner provided by law, on the sixteenth day of June, 1922, and the said town way so laid out was accepted by the inhabitants of the town of Madawaska at a meeting of said inhabitants duly called and held on the first day of July, 1922. The said town way as laid out crossed the tracks of the Bangor & Aroostook Railroad Company at the points described in the description of said way as set out in said petition.

The petitioners, by their petition dated July 19, 1922, pray that this Commission will, after notice and hearing, determine that said way shall be permitted to cross said tracks of said Bangor & Aroostook Railroad Company upon such terms and conditions as the Commission may prescribe, and that the Commission will also determine whether the expense of building and maintaining so much of said way as is within the limits of said railroad shall be borne by said railroad company, or by said town of Madawaska, or shall be apportioned between said company and said town.

On this petition, a public hearing was ordered to be held at the offices of the Public Utilities Commission, at the State House, in Augusta, on August 8, A. D., 1922, at ten (10) o'clock in the forenoon, and the Clerk of this Commission was ordered to give notice of said hearing to the petitioner by causing to be sent, by registered mail, to Arthur J. Cyr, Chairman of the Board of Selectmen of the Town of Madawaska, to the Bangor & Aroostook Railroad Company by causing to be sent, by registered mail, to Henry J. Hart, its General Counsel, and to the Station Agent of said Company, located at Madawaska, a copy of said order certified by said Clerk, all seven (7) days at least before the date of said hearing. Public hearing was held, and notice was proved to have been given as ordered.

Prior to the date of the hearing, the following agreed statement was filed with this Commission:

"STATE OF MAINE

PUBLIC UTILITIES COMMISSION

DOCKET R.R. No. 925

In re Laying Out of Highway Across Railroad Tracks of Bangor and Aroostook Railroad Company at Madawaska, Maine.

AGREED STATEMENT

It is agreed that the testimony taken before the Commission in all previous cases involving the laying out of a highway across the railroad tracks of Bangor and Aroostook Railroad Company at Madawaska for the purposes of an approach to the new international bridge between Madawaska, Maine, and Edmundston, N. B., including all testimony in hearings with respect to the necessity of taking station grounds for said highway purposes, may be regarded as a part of the record in this case, to the extent that said testimony is pertinent and used by the Commission in rendering its decision herein.

It is agreed that the laying out of the highway involved in this petition has been in accordance with the requirements of the Revised Statutes of the State of Maine, and that all notices required thereunder duly have been given and that the notices required by the Public Utilities Commission in its order dated July 27, 1922, have been served in accordance with said order.

It is agreed that all of the allegations of the petition in this case are true and that it is necessary that said way cross the tracks of the Railroad Company at grade in the manner laid out, provided, however, that the way should not, and need not, be so constructed as to render it necessary to alter in any way the grade of the railroad tracks at

said crossing. It is further agreed that public safety will not be endangered by the construction of said way at grade.

To assist the Town in the construction of said way, the same being the approach from the Fort Kent-Van Buren highway to the new international bridge, the Railroad Company has donated such of its land as is covered by the proposed way and has asked damages only for the actual expense of the necessary relocation of its tracks and facilities resulting from the proposed crossing; the Railroad Company and the Town of Madawaska have agreed as to the estimated cost of such relocation of tracks and facilities and the sum so estimated duly has been deposited to the credit of the Railroad Company, with the understanding that if the actual cost be less than said amount, the excess over actual cost will be returned to the Town. The understanding has been that in view of the donation by the Railroad Company of the necessary land without claim for remuneration therefor, and the acceptance by the Railroad Company only of the actual cost of relocating its tracks and facilities, the entire expense of constructing the highway will be borne by the Town of Madawaska. The Railroad tracks and facilities are to be relocated so that there will be but two tracks at the proposed crossing, the relocation to be substantially as shown on blueprint plan hereto attached. Through the proposed relocation of tracks and facilities a fair view crossing will result at the point in question.

The terms and conditions of crossing already having been agreed upon by and between the Railroad Company and the Town, it seems unnecessary for any specific terms and conditions to be stated in the order of the Commission, except that, by virtue of the agreement between the Railroad Company and the Town, the order of the Commission should state that the Town will bear the expense of building and maintaining the entire way, except that the portion thereof within the limits of the railroad (to-wit: from a point eighteen (18) feet outside the northerly rail to a point eighteen (18) feet outside the southerly rail) shall be built by, or under the supervision of, the Railroad Company but at the expense of the Town; thereafter such por-

tion of the way shall be maintained by the Railroad Company.

Respectfully submitted,

TOWN OF MADAWASKA, MAINE

By

Herbert T. Powers
Its Attorney.

BANGOR AND AROOSTOOK RAILROAD COMPANY

By

Henry J. Hart
Its Attorney.

August 5th, 1922."

The Commission in its former order of June 13, 1922, above referred to, has already determined that public convenience and necessity require the laying out of the town way as described in the petition through or across land of the Bangor & Aroostook Railroad Company. From the evidence before us and from the agreed statement of facts, it is evident that the prayer of the petitioners ought to be granted. It is, therefore,

ORDERED, ADJUDGED AND DECREED

(1) That a town way in the town of Madawaska for the use of said town be permitted to cross the railroad tracks of the Bangor & Aroostook Railroad Company at grade, near Madawaska station, in the town of Madawaska, substantially as shown on a plan thereof filed with the brief statement in this case, and marked "Madawaska Station Grounds, Dec. 28, 1911." The termini of said way and the general courses between them to be as follows:

"(1) Beginning at a brass plug set in concrete on the southerly bank of the St. John River in said Madawaska, and in a line in a southerly direction with the center line of the Madawaska-Edmundston Bridge now in process of construction.

(2) Thence south, twenty-two degrees, thirty minutes west (S. 22° 30' W.), magnetic needle, three hundred and seventeen and sixty-six one-hundredths (317.66) feet, to the center line of the Bangor & Aroostook Railroad.

(3) Thence south, twenty-two degrees, thirty minutes west (S. 22° 30' W.), magnetic needle, fifteen and forty-four one-hundredths (15.44) feet to center line of track on first siding.

(4) Thence south, twenty-two degrees, thirty minutes west (S. 22° 30' W.), magnetic needle, thirteen and five one-hundredths (13.05) feet to center line of track on second siding.

(5) Thence south, twenty-two degrees, thirty minutes west (S. 22° 30' W.), magnetic needle, one hundred and seventy-three and thirty-five one-hundredths (173.35) feet to Bangor & Aroostook Railroad wire fence.

(6) Thence south, twenty-two degrees thirty minutes west (S. 22° 30' W.) magnetic needle, four hundred forty-nine and five-tenths (449.5) feet to the point of intersection of said proposed road with the said Van Buren-Fort Kent Highway, this being the end of said proposed road.

The above described line to be the center line of said proposed town way and the width thereof to be four rods."

(2) Said way, except as provided in paragraph three (3) hereof, shall be built by the Town of Madawaska, and all the expenses of building and constructing said way shall be borne by said Town of Madawaska. Said way shall be so constructed that the present grade of the railroad tracks of the Bangor & Aroostook Railroad Company at said crossing shall not be altered or changed.

(3) That portion of said way within the limits of the railroad, to wit: from a point eighteen (18) feet outside of the northerly rail to a point eighteen (18) feet outside the southerly rail, shall be built by, or under the supervision of, the railroad company, but at the expense of the town; thereafter, such portion of the way within the limits of the railroad shall be maintained by the railroad company.

STATE OF MAINE

PUBLIC UTILITIES COMMISSION

In the matter of Portland Taxicab Company, holder of certificate for operation of a motor vehicle commonly known as a "jitney bus."

J. No. 1. AUGUST 19, 1922.

This Commission, upon its own initiative and motion, instituted proceedings with reference to a violation of certain regulations in force by its order, as authorized by statute, governing the operation of certain motor vehicles commonly known as "jitneys" or "jitney busses."

On June 28, 1922, the Portland Taxicab Company, a corporation duly existing under the laws of Maine and located at Portland, in the County of Cumberland and State of Maine, filed application with this Commission for a certificate to operate a motor vehicle between Portland, in the County of Cumberland and State of Maine, and Old Orchard, in the County of York in said state. Upon consideration thereof, this Commission issued a certificate to Portland Taxicab Company, authorizing it to operate a motor bus for hire, between said Portland and said Old Orchard, by way of South Portland and Scarborough. The applicant was furnished with a copy of the rules of this Commission, governing the matter, and was impressed with the necessity of compliance with these rules, which were promulgated by this Commission for the purpose of preventing accidents and for the safeguarding of the passengers who might avail themselves of the transportation facilities afforded by Portland Taxicab Company. The law governing motor vehicles of this character was enacted by the Legislature of 1921, in Chapter 184, and enjoins upon the Commission the duty to make, from time to time, rules and regulations governing the operation of such vehicles. Among such provisions is one that requires the operator of a motor bus, while carrying passengers, to come to a full stop before crossing the tracks of any steam or electric

railroad. The purpose of this rule is to minimize the danger of such crossings at grade and to prevent the occurrence of the all too frequent collisions that occur at such places of danger.

Inspectors from this Commission reported the violation of the Commission's rules by the holder of the certificate, whereupon this Commission ordered that a hearing be held at its offices, at Augusta, on the 18th day of August, 1922, at ten (10) o'clock in the forenoon. At the time of the hearing, Mr. Philip H. Lovett, manager of the holder of the certificate, was present, attended by able counsel; he admitted the violation of the conditions under which the certificate to operate this public car was granted. He did not attempt to deny the failure of the certificate holder in this matter, and we are mindful of the fact that this is the first time that a complaint has been made against this company. It is necessary, however, for people who operate these public cars to understand that their first consideration is the safety of those members of the public who patronize them. We feel constrained, after a consideration of the facts, to issue an order that will, in effect, be a suspension of the rights of this company to operate this vehicle, under the statute, for a period of ten (10) days. In order to avoid any question, this order will take the form of an absolute revocation of the certificate, and will result in a deprivation of the right of said holder to operate said vehicle under the said statute. The holder, however, is given the right to make further application, which may be done without expense to it at any time within ten (10) days from August 22nd, 1922; and in the absence of controlling reasons subsequently arising, a new certificate will be issued without public hearing.

Accordingly, it is

ORDERED, ADJUDGED AND DECREED

that the certificate to Portland Taxicab Company, dated June 29th, 1922, permitting the operation of said motor vehicle for the purpose contemplated by said statute, be, and the same hereby is, revoked. It is further

ORDERED

that at the expiration of ten (10) days from the 22nd day of August, 1922, without further hearing, a new certificate be issued to said Portland Taxicab Company, upon its filing application therefor prior to the 29th day of August, 1922. It is further

ORDERED

that the Clerk of this Commission send an attested copy of this decree, by registered mail, to the said Portland Taxicab Company, and that a similar copy be sent to the Chief of Police of the City of Portland, Maine, the Chief of Police of Old Orchard, Maine, and to the Sheriffs of Cumberland and York Counties.

STATE OF MAINE

PUBLIC UTILITIES COMMISSION

Petition of George A. Emery and others, residents of Eliot, re extension of service by the Kittery Electric Light Company.

F. C. No. 401. SEPTEMBER 11, 1922.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.
Appearances: Hon. Aaron B. Cole, for the petitioners; David A. Belden, President, Frank A. Belden, General Manager, and Frederick E. Webster, Treasurer, for the Kittery Electric Light Company and for the Rockingham County Light & Power Company.

On November 28, 1921, the Public Utilities Commission received a complaint dated November 11, 1921, signed by George A. Emery and others, residents of Eliot, Maine, complaining against the Kittery Electric Light Company and its lessee, the Rockingham County Light & Power Company, alleging that said companies, although requested so to do, have refused to extend their lines and render ser-

vice to the petitioners and other residents of Eliot, and that such service could not be obtained; and praying that the said Kittery Electric Light Company or its lessee, the Rockingham County Light & Power Company, be ordered to extend its lines over such portions of the town of Eliot not already covered by its transmission lines, as may seem just and reasonable; and that such rates may be fixed for the services thereof as the Commission may deem necessary and just in the premises. On this petition, after preliminary notice, a hearing was ordered to be held at the Grange Hall in Eliot, on January 17, 1922, at 11.00 o'clock in the forenoon, and the Clerk of this Commission was ordered to give notice of said hearing to respondent company, by sending by registered mail to F. A. Belden, Vice-President and General Manager, Portsmouth, New Hampshire, a copy of said order, certified by said Clerk; and said Clerk was further ordered to mail to George A. Emery, Eliot, Maine, and to Hon. Aaron B. Cole, Eliot, Maine, representing the complainants in the case, a like copy of said order, all ten (10) days at least before the date of said hearing. Hearing was held at the aforesaid time and place, and notice was proved to have been given as ordered. The appearances were as above stated.

The Kittery Electric Light Company was incorporated by Chapter 391 of the Private and Special Laws of the State of Maine for the year 1905, under the name of "Kittery Water & Electric Light Company." The charter was renewed from time to time, and in 1909 the name was changed to the "Kittery Electric Light Company." Under this charter, the Kittery Electric Light Company was authorized, among other things, to furnish electrical energy for lighting and power purposes within the towns of Kittery and Eliot. Said corporation was duly organized and, in accordance with its charter, is rendering service in a portion of the towns of Kittery and Eliot.

By decree of the Public Utilities Commission, upon petition and after notice and hearing, the Kittery Electric Light Company was authorized to lease, and did lease, all of its property, rights and franchises to the Rockingham County Light & Power Company, an electrical company

incorporated under the laws of the State of New Hampshire, and located at Portsmouth, New Hampshire, for a period of ninety-nine years beginning November 1, 1916. Under the terms of said lease, copy of which was filed with the Commission in this case, the Rockingham County Light & Power Company receives all the revenues and assumes all expenses connected with the operations of the Kittery Electric Light Company, and as a consideration for said lease agrees to pay $3\frac{1}{2}\%$ semi-annually on the capital stock of the Kittery Electric Light Company, as the same shall from time to time be issued and outstanding. The Rockingham County Light & Power Company does a general lighting and power business in the city of Portsmouth and in other contiguous territory. Under the terms and conditions of the lease, the Kittery Electric Light Company is operated by the Rockingham County Light & Power Company essentially as one of its own departments. The lease itself, however, contemplates the continuation of the corporate organization of the lessor company, its amenability to this Commission, its issue of stock and bonds, the upkeep and maintenance of the leased property and other elements that evidence the mutual intent of the parties to regard it not solely as a mere extension of the lessee company but in some respects as distinct and independent. Although data were furnished to the Commission showing the gross revenues received by the Rockingham County Light & Power Company from the operation of the Kittery Electric Light Company, no separate account of the expenses of operation of the latter company has been kept by the former, so that it was not possible to furnish the Commission in this case with the actual figures of such expenses, nor was it possible to show the Commission what the actual net revenue of the Kittery Electric Company amounts to. Under the terms of its lease, as the Rockingham County Light & Power Company pays as the annual rental a certain fixed percentage of return upon the capital stock of the Kittery Electric Light Company, it was not deemed essential by the officers of the Rockingham County Light & Power Company to segregate the operating expenses of the Kit-

tery Electric Light Company. The Commission, therefore, is obliged to rely in this case upon such information as the respondent company could supply, in the absence of the actual figures. The respondent company has filed in the case a brief accompanied by tables showing the gross operating revenue and expenses for the year 1921, for the entire district served by the Rockingham County Light & Power Company, and an apportionment of such operating expenses to the district comprising Kittery and Eliot. According to the figures presented, the total number of customers of all classes served by the Rockingham Company is shown to be 4703, of which 743, or 15.8%, are located in Kittery and Eliot. Table F. accompanying the brief shows the total gross income from the towns of Kittery and Eliot, in 1921, of \$25,157.95, of which \$19,837.87, or about 80%, is revenue from lighting. This revenue was received from 681 consumers, or an average of \$25.19 per consumer per year. In Eliot alone this class of service produces a yearly average of \$27.08 per consumer per year. These figures compare with an average of \$48.60 for all other territory served by the Rockingham Company, according to the tables accompanying the brief.

In attempting to determine the expenses which ought properly to be allocated to the Kittery and Eliot district, counsel for the respondent company in his brief very properly classifies the company's customers, and according to the figures submitted in the brief it appears that seven of the large consumers took 82.36% of the total output, while 4,233, or 90% of the company's consumers, took 6.95% of the total output; that the 90% of its consumers contributed 27% toward the total gross revenues of the company, while 10% of the consumers contributed the balance, or 73%, of the total gross revenues. It is evident, of course, that a very large proportion of the present business organization of the company, consisting of local officers, clerks, meter readers, solicitors, collectors, etc., would be unnecessary were it not for the comparatively large number of relatively small customers, and that, therefore, this class of customers ought to pay the larger part of the expenses incident to such organization. These expenses aggregate, according to the

figures in the brief, \$118,101.72, of which 80% is arbitrarily allocated by counsel to the so-called small consumers, resulting in an item of \$94,481.42, which such customers ought to pay, and this figure is applied to 1,818,934 K. W. H. delivered to 87% of the company's customers, that is electric lighting, small power users and municipal service, giving an average cost per K. W. H. of \$.0519 for such customers. An analysis of the several items which make up these expenses, however, indicates that 73%, rather than 80%, is a more equitable basis of allocating such expenses to this class of customers. For the item of distribution, we have assumed \$9,711.00, which was the average yearly expenditure for maintenance during the last five-year period, instead of \$14,865.00 used by the respondent company in its brief, which was the amount expended in 1921. We believe these figures are more equitable, because it seems to be evident that the maintenance expenses for the years 1920 and 1921, aggregating over \$14,800.00 annually, were abnormally high by reason of the suspension of maintenance work during the war years. Reconstructing the company's figures on this basis results in the sum of \$80,831.00, instead of \$94,481.00, which ought to be allocated to the commercial lighting and small power consumers. The item of 1,818,934 K. W. H. used in the respondent's brief represents only the sales to commercial lighting and municipal customers, whereas the commercial power sales ought to be included in these figures, which would bring the total to 3,679,183 K. W. H. over which the above expense item should be pro-rated. This results in a charge of \$.0220 per K. W. H. delivered to those customers. Adding to this figure the switchboard cost of \$.0268 in the Kittery-Eliot district gives a total energy charge of \$.0488 per K. W. H. delivered to lighting and small power consumers. On the other hand, on the basis of the proportional part of the annual peak load, we have allocated \$38,150.00 of the company's investment as chargeable to the Kittery-Eliot business, instead of \$32,000.00 as claimed in the respondent's brief. Adding this amount to the \$47,960.00 invested in lines results in a total property investment of \$86,110.00 used and useful in the Kittery-Eliot business. On the above

basis, the following table indicates the operating expenses and net return of the Kittery-Eliot district:

Gross Revenue	\$25,158 00
Energy—186,916 K. W. H. @ \$.0488—\$9,130 (Actually \$9,121.50)	
Depreciation & Taxes—4% of \$86,110—3,444	
Operating Expenses	\$12,574 00
Net Return	\$12,584 00

or 14.6% on the property investment of \$86,110.00 used and useful in the Kittery-Eliot business. This apparently leaves a net profit of 7.6%, or approximately \$6,500.00 annually accruing to the lessee of the Kittery Electric Light Company by reason of the Kittery-Eliot business, after paying the 7% provided for in the lease.

In respondent's Exhibit "B," on the first page, is given a statement of the total property account of the Kittery Electric Light Company for each fiscal period from December 31, 1914, to November 30, 1921. On the following pages appear statements of the gross revenues for the years 1917, 1919, 1920 and 1921. Further statistics are also given showing the meter readings of the Kittery feeder (supplying both Kittery and Eliot) for each year from 1917 to 1921.

Assume 1917 conditions as a base for these three items. We find that the property investment as of November 30, 1921, is 51 3/10% higher than for December 31, 1917. In 1921 the total number of K. W. H. sold was 160 5/10 % more than in 1917, and the revenue for that year was 162% higher than in 1917. Comparisons of the intervening years show substantially the same general relation existing throughout the period. It is, therefore, evident that the volume of business done each year has increased at a much more rapid rate than the increase in investment necessary in obtaining this additional business. Consider the large amount of new business obtained in the past for a comparatively small investment in connection with the statement

of Mr. Belden (page 7) that only 47 2/10% of the dwellings in Eliot directly available for service are being served. It is then further evident that there must be a large number of prospective customers who can be reached with a small capital outlay, thus assuring the company a field wherein there is opportunity to continue, for some time to come, approximately the same ratio between increased volume of business and increased investment as has existed in the last two or three years.

The accompanying diagram shows graphically the percentage increases occurring since 1917 in the three items considered. The end of each year is denoted by the vertical line opposite each date at the bottom of sheet reading from right to left. A year is thus indicated by three of the major divisions in a horizontal direction. Each of the smallest divisions vertically represents one per cent. as indicated by the figures at the right-hand edge of the sheet.

As before stated, the Kittery Electric Light Company was organized for the purpose of furnishing its service in the towns of Kittery and Eliot, and we believe that the territory which this company is authorized to serve ought to constitute the unit in which this Commission should require service to be rendered, with the provision, however, that the isolated or rural portions of said territory ought not to receive their service at less than the cost of rendering same, if the other portions of said territory would be thereby compelled to pay excessive or unreasonable rates; in other words, that all portions of said unit of territory, comprising the towns of Kittery and Eliot, in which the Kittery Electric Light Company is authorized to render service ought to receive service at uniform rates, provided the same can be rendered without imposing an undue burden or excessive rates upon the so-called urban portion of said territory. In that event, it would become necessary for the more sparsely settled portions of the territory either to contribute an equitable share of the additional expense incurred by the company in equipping itself to render such rural service, or to pay higher rates for such service to compensate for such additional expenditure. We cannot

adopt the theory of counsel for the respondent company in this case, which would result in a somewhat arbitrary division of the territory of the Kittery Electric Light Company, resulting, as it seems to us, in an unjust discrimination against the rural portions of said territory.

We regard the facts and the situation in this case as entirely different from the situation shown in F. C. No. 274, referred to in the respondent's brief. The instant case more nearly resembles F. C. No. 240, relating to extension by the Cumberland County Power & Light Company, for service to patrons near Dry Mills, in the town of Gray, Maine (Re Cumberland County Power & Light Company, P. U. R. 1919, E. 966). The principles, however, laid down in both cases referred to and the principles which we are attempting to follow in this case are precisely the same. Other Commissions have recognized these principles.

"What is or is not a reasonable extension can only be determined from the facts in each case. Where a utility serves a community it should consider its obligation to serve the entire district described in its charter and should so plan its affairs that it will be able to do so. It cannot select and serve only the profitable portions."

New Castle vs. New Castle Water Co., P. U. R. 1919, C. 779.

We shall, therefore, in our order in this case, require that a portion of the extension asked for be made, but our order will not embrace the section of the town leading from Rosemary Junction in a southeasterly direction towards the Kittery line.

According to computations submitted by the respondent company, the distances are as follows:

Section No. 1—From Tucker's store to Bartlett farm, Rosemary Junction, total length of line	13,000 feet
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Section No. 2.—From Ireland's store to South Berwick town line	16,500 feet
Section No. 3—From Gould's Corner to Rosemary Junction	8,000 feet
	37,500 feet
	=7.1 miles

It may not be amiss to state at this point that while we assume the required line will be approximately 7.1 miles, there is a possibility that a smaller distance may be sufficient. Between Ireland's Corner and Gould's Corner, there is a stretch of half a mile through the woods between two groups of buildings, where the construction of a line will be entirely unnecessary. Stub lines built from either end of this road will reach all the houses on the road, without the construction of the connecting line in the center. Nevertheless, we are assuming that the mileage will be approximately 7.1 miles and are taking this as a basis for our computations.

According to computations of our Engineering Department, assuming 35 customers, the cost of each mile of construction will be about \$1,577.00. 7.1 miles, therefore, will cost \$11,200.00. Mr. Belden, the president of the company, on Page 19 of his brief, estimates the cost for this same distance to be \$11,052.36. The company receives an income from the Kittery-Eliot District, on 186,916 K. W. H. at a cost of \$.0488 for each K. W. H. 80% of the income received is from lighting customers (residences), according to Mr. Belden, with the resultant of an average cost for power as follows:

80% of 186,916 K. W. H.=149,532 K. W. H., used by lighting customers, of whom there are 681, according to Mr. Belden's statistics, each thus using as an average 219 K. W. H., whose cost at the rate of \$.0488 amounts to \$10.69 per annum, which cost would gradually diminish as the number of customers increases.

Upon the bases that the newly constructed		
line will cost \$11,200.00, a 7% return	=	\$784.00
4% taxes and depreciation	=	448.00
Cost of current (35 customers at \$10.69)	=	374.15
		<hr/>
		\$1,606.15
Revenue (35 customers at \$25.00)	=	875.00
		<hr/>
Deficit	=	\$731.15

It should be borne in mind that there is an individual cost for each customer, consisting of his proportion of the transformer, the service loop, and his individual meter, making it necessary to consider the probable number of customers in reaching a safe estimate of probable cost.

As a corollary to this, it is obvious that the deficit of \$731.15 would not be met by the community by providing 29 new customers at \$25.00 annual income, because from the \$725.00 thus obtained must be deducted the cost of current to each customer, amounting, according to our figures on the basis of \$10.69 each, to \$267.25, to which should be added a reasonable return upon the amount invested by the company for transformer, meter, and other expenses incidental to the installation of each individual service. Hence it will appear that 64 new customers do not collectively bear the burden of the installation of the new line which is embraced in this order.

Assuming "the average revenue per electric lighting customer per year of twenty-five dollars nineteen cents (\$25.19) for Kittery and Eliot," it would take approximately 112 additional customers at twenty-five dollars (\$25) a year to produce a fair return and equitably meet this situation so far as this particular extension is concerned, and even after taking into account a probable additional revenue from power and municipal lighting, a deficit in the operation of this extension is probable. But when we consider this extension as a part of the Kittery-Eliot unit, it would appear that a part of this deficit at least can be absorbed by the district as a whole without placing any

undue burden upon that portion of the community now being served or upon the company itself.

Nevertheless, we believe that justice requires our decree to provide that the people of this vicinity shall support this enterprise loyally in order that they and their neighbors may derive the benefits of this service. Accordingly, we feel constrained to require a guarantee of a reasonable use of this new service by the people along the proposed line. Any particular amount required as a guarantee in this or similar cases must of necessity be in the nature of an estimate.

Upon a careful consideration and review of all of the facts and circumstances in this particular case, we are of the opinion that a guarantee of thirteen hundred dollars (\$1300) annual gross income extended over a period of at least three years would be fair to the company and not an unreasonable requirement to impose upon the prospective customers. In not requiring the other extensions asked for to be made at this time, we do not intend to definitely determine that such extensions, or at least a part of them, ought not to be made in the future.

It is therefore

ORDERED, ADJUDGED AND DECREED

(1) That the Kittery Electric Light Company extend its transmission lines, in the town of Eliot, so that it can render its service to all persons desiring same, from its present line at or near Tucker's store to Bartlett's farm and Rosemary Junction, from Ireland's Corner to Gould's Corner and the South Berwick town line, and from Gould's Corner to Rosemary Junction; the aforesaid extensions being designated in the respondent's brief filed in this case as Section 1, Section 2 and Section 3, and are all as shown and delineated on the plan filed in this case and designated as "Eliot Distribution Map of the Rockingham County Light & Power Company, Portsmouth, N. H. M-36-X." The work of making such extension shall be commenced within ten (10) days after the contracts or guarantees mentioned in paragraph 2 of this order shall be tendered to said company and shall be completed with reasonable diligence.

Provided, however, that said company shall not be required to make such extension at any time when the frost conditions are such as to materially increase the cost of construction;

(2) Before said company shall be required to comply with the foregoing order, the parties desiring said service, or some of them, shall tender to the company written contracts or guarantees satisfactory to the company or approved by this Commission, providing for a payment to said company annually for a period of three years from the date when the electric current shall be ready to be turned on in all parts of said extension of not less than \$1300 per year for the electric current to be furnished for light and power to the people along said route. Each patron shall pay the company at the regular established rate for all current used;

(3) That said company report to this Commission at the time the work on the extension is begun and within 30 days after the completion of the work;

(4) That a copy of this order, attested by the Clerk or Assistant Clerk of this Commission, be mailed, postpaid, by registered mail, to D. A. Belden, President of the Kittery Electric Light Company, Portsmouth, N. H., and to Honorable Aaron B. Cole, Attorney for the petitioners, Eliot, Maine.

STATE OF MAINE

PUBLIC UTILITIES COMMISSION

Lewiston Gas Light Company: Application for order of authorization for stock dividend.

U. No. 623. SEPTEMBER 13, 1922.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.

The Lewiston Gas Light Company, a public utility, was erected by the legislature by chapter 147 of the Private and Special Laws of 1853. Its charter has been amended from time to time, and in 1921 it was authorized to issue stock to an amount not exceeding one million dollars (\$1,-

000,000), such stock to be either issued as common or preferred stock as the corporation might determine; the stock further to be issued in accordance with the provisions of section 37 of chapter 55 of the Revised Statutes as amended by chapter 128 of the Public Laws of 1919. Section 39 of chapter 55 as amended by chapter 115 of the Public Laws of 1919 specifies provisions relative to the issue of stock dividends. The total capital stock of the company now outstanding amounts to four hundred fifty thousand dollars (\$450,000), divided into common stock of the total par value of four hundred thousand dollars (\$400,000), and preferred stock of the total par value of fifty thousand dollars (\$50,000). Its bonded indebtedness aggregates two hundred thousand dollars (\$200,000) evidenced by mortgage bonds bearing four per cent (4%) interest. Proper corporate action has been taken to authorize the issue of stock to the amount petitioned for, and to divide such stock as a dividend. Specifically, the prayer is that the petitioner be authorized to declare a dividend of twelve and one-half per cent ($12\frac{1}{2}\%$) to the common stockholders of record of April 3, 1922, agreeably to the vote of the directors authorizing the same; the proposed dividend to be paid in preferred stock in the amount of fifty thousand dollars (\$50,000). We have taken occasion to examine the affairs of the company as reported to us in compliance with the law, and our examination discloses the essential details of the conduct of the business of the company subsequent to January 1, 1915, at the time the laws creating this Commission and establishing its regulatory powers were in operation; the exact date of their becoming operative being December 1, 1914.

The petitioner predicates its request upon a dividend rate basis of seven per cent (7%) per annum of the property of the corporation devoted to the public use. The following tabulation indicates some of the elements of its financial status which we have studied in our consideration of this petition:

SCHEDULE A.—LEWISTON GAS LIGHT COMPANY

YEAR.	Property used for public.	Amount provided by bonds.	Amount provided by stockholders.	Increase during period.	7% interest on total property used for public.
1/4 yr. ending June 30, 1915.....	\$577,656.32	\$200,000	\$377,656.32		\$20,217.97
June 30, 1916.....	597,679.21	200,000	397,679.21	\$20,022.89	41,837.54
June 30, 1917.....	609,382.57	200,000	409,382.57	11,703.36	42,656.78
1/4 yr. Dec. 31, 1917.....	613,670.72	200,000	413,670.72	4,288.15	21,478.48
Dec. 31, 1918.....	629,364.49	200,000	429,364.49	15,693.77	44,055.51
Dec. 31, 1919.....	649,694.04	200,000	449,694.04	20,329.55	45,478.58
Dec. 31, 1920.....	677,676.85	200,000	477,676.85	27,982.81	47,437.38
Dec. 31, 1921.....	702,177.70	200,000	502,177.70	24,500.85	49,152.42
1/4 yr. June 30, 1922.....	702,177.70	200,000	502,177.70		24,576.21
					\$336,890.87

YEAR.	Rate of interest received on stock.	Amount of dividends actually received on stock.	Amount actually received on bonds.	Total interest (stock and bonds) paid.	Difference available to stockholders on 7% basis.
1/4 yr. ending June 30, 1915.....	6 mos. 2 1/2%	\$8,750	\$4,000	\$12,750	\$7,467.97
June 30, 1916.....	6 1/2%	22,750	8,000	30,750	11,087.54
June 30, 1917.....	6%	21,000	8,000	29,000	13,656.78
1/4 yr. Dec. 31, 1917.....	6 mos. 3%	10,500	4,000	14,500	6,978.48
Dec. 31, 1918.....	6%	21,000	8,000	29,000	15,055.51
Dec. 31, 1919.....	6%	22,500	8,000	30,500	14,978.58
Dec. 31, 1920.....	6%	24,000	8,000	32,000	15,437.38
Dec. 31, 1921.....	7%	28,000	8,000	36,000	13,152.42
1/4 yr. June 30, 1922.....	6 mos. 4%	16,000	4,000	20,000	4,576.21
		*\$174,500	\$60,000	\$234,500	\$102,390.87

*Does not include stock dividend of Sept. 21, 1921, U No. 566.

SCHEDULE B. (Dec. 31, 1921.)—LEWISTON GAS LIGHT COMPANY

YEAR.	Stock outstanding.	Bonds outstanding.	Income.	Expenses. (b)	Net income.
½ yr. ending June 30, 1915.....	\$350,000	\$200,000	\$45,101.22	\$37,146.97	\$7,954.25
June 30, 1916.....	350,000	200,000	104,481.12	71,262.83	33,218.29
June 30, 1917.....	350,000	200,000	115,512.74	85,024.54	30,488.20
½ yr. ending Dec. 31, 1917.....	350,000	200,000	70,608.39	57,624.50	12,983.89
Dec. 31, 1918.....	350,000	200,000	162,474.81	135,293.52	27,181.29
Dec. 31, 1919, \$50,000 increase authorized 6/13/19	400,000	200,000	187,518.92	155,992.80	31,526.12
Dec. 31, 1920.....	400,000	200,000	236,642.48	188,005.11	48,637.37
Dec. 31, 1921, Common \$400,000 Preferred \$50,000	450,000	200,000	289,900.08	228,224.18	61,675.90

YEAR.	Miscellaneous appropriations deducted from net income.	Rate of dividends.	Amount of dividends.	Additions to surplus for year.	Depreciation reserve.
½ yr. ending June 30, 1915.....		6 mos. 2½%	\$8,750	*\$28,630.12	*\$12,500
June 30, 1916.....	\$320.73	6½%	22,750	10,147.56	(a) 5,000
June 30, 1917.....		6%	21,000	9,438.20	(a) 5,000
½ yr. ending Dec. 31, 1917.....	40.79	6 mos. 3%	10,500	2,443.10	(a) 3,000
Dec. 31, 1918.....	345.83	6%	21,000	5,835.46	(a) 6,000
Dec. 31, 1919.....	1,100.19	6%	22,500	7,925.93	(a) 6,000
Dec. 31, 1920.....	1.26	6%	24,000	24,636.11	(a) 9,000
Dec. 31, 1921.....		7%	28,000	33,675.90	(a) 14,000
	Stock Dividend Sept. 21, 1921 U. No. 566		50,000	Total \$122,782.38	

*Acquired before Public Utilities Law became operative.
 (b) Includes depreciation.
 (a) Included in expenses.

This Commission, in U. 566, assumed that the actual value of the company's property used in the public service was somewhat in excess of the then book value, but in the present instance, we are predicating our analysis of the petitioner's affairs upon the assumption that the book account of the company setting forth the value of its property is not in excess of the actual value of such property. Ultimately to determine the true figures will doubtless require a valuation of the property, but no valuation has been made in this case, and from our previous experience with this company we feel safe in proceeding upon our assumption that the figures relating to the plant's value established in the accounts of the petitioner are conservative. We are also proceeding upon the basis of seven per cent interest for the property used and useful for the public. While the stock dividend is at the rate of twelve and one-half per cent (12½%) the schedules show the average dividends, inclusive of the present stock dividend, are on a basis of approximately seven per cent (7%).

At the rate of seven per centum, per annum, it appears that since the beginning of the half year ending June 30th, 1915, when regulation by means of the Public Utilities Commission became the established policy of this state, the stockholders would be entitled to receive a total of \$336,890.87 for the use of their property by the public. Omitting the preferred stock dividend of \$50,000.00 authorized by this Commission, September 21st, 1921, in U. No. 566, it will appear from an examination of our figures on Schedule A that the cash dividends actually received on the stock have amounted to \$174,500.00 and the amount of interest actually received on bonds \$60,000.00, a total of \$234,500.00, leaving a difference available to the stockholders, on this basis of seven per cent, of \$102,390.87. From this latter amount should be subtracted the amount of \$50,000.00, which was declared as a preferred stock dividend and approved by this Commission in U. No. 566, by decree dated September 21st, 1921, leaving the amount of \$52,390.87 without exceeding the rate of seven per centum per annum. These dividends, be it clearly understood,

have been declared since the beginning of regulation in this state, which commenced December 1st, 1914.

Passing now to the Company's surplus from which dividends are paid, it will appear from an examination of Schedule B that the total net additions to surplus, to and including December 31st, 1921, have been.....\$122,782.38 from which must be deducted the stock dividend of September 21, 1921 (U. No. 566)..... 50,000.00

leaving available December 31, 1921\$72,782.38

An examination of our computations will indicate that the sum of \$28,630.12 appearing in the surplus had been acquired before the Public Utilities Law of this state became operative. Before such law became effective, boards of directors were free to declare dividends which they deemed expedient, so long as they violated no other principles of law. Instead of declaring such dividends prior to the institution of the Public Utilities Law, the directors of this company allowed money available for dividends to remain in the surplus, for use in the development of the company's business. It follows as a sequence, therefore, that there is now available for dividends the sum of \$72,782.38 (including the \$28,630.12 referred to), as of December 31st, 1921. Since that time the company has paid a dividend for the half year ending June 30th, 1922, at the rate of four per cent, amounting to \$16,000.00, which would leave available for the present stock dividend the sum of \$56,782.38, excluding in the interest of conservatism the earnings for the period from January 1st, 1922, to and including June 30th, 1922. From these, therefore, there appears no objection, either economically or legally, to the declaration of the dividend asked for by the petition. Accordingly, it is

ORDERED, ADJUDGED AND DECREED

1. That prior to the issuance of the capital stock herein authorized this order of the Commission be recorded in full upon the books of the Lewiston Gas Light Company, as required by law;

2. That the Lewiston Gas Light Company be, and it hereby is, authorized to issue and distribute among the stockholders entitled thereto its preferred capital stock of the aggregate par value of \$50,000.00, the sum to be charged at par against the surplus existing at the time of the issuance of said stock, said stock to be preferred as to principal and as to cumulative dividends at seven per cent per annum;

3. That the said Lewiston Gas Light Company report to this Commission, in detail, its doings hereunder, within thirty (30) days from the day of the date hereof; said report to be supported by the affidavit of one of its principal officers.

STATE OF MAINE

PUBLIC UTILITIES COMMISSION

Re Maine Central Railroad Company. Accident at Main Street crossing in South Brewer, Me., in which Miss Georgie Buchanan, age 23, of Brewer, Me., received injuries from which she died at the Eastern Maine General Hospital, Bangor, Me., at 10.00 p.m., September 11th, 1922.

A. No. 582. SEPTEMBER 25, 1922.

On September 11, 1922, at about 12.10 p.m., Maine Central train No. 434, a regular mixed train running between Bucksport and Bangor, struck a Ford automobile driven by George Raymond Soucie, at what is known as Main Street crossing, South Brewer, Maine. In the car with Mr. Soucie at the time of the accident were Miss Mary Lovell, Miss Flora Buchanan and Miss Georgie Buchanan.

From the evidence of William Bishop, Fireman on train No. 434, it appears that he saw the automobile when the train was about 150 feet distant from the crossing, and he thought that the driver of the automobile was going to stop as there was plenty of time to stop the automobile before it reached the crossing. When it became apparent that the driver of the car did not intend to stop he shouted to

the engineer to stop the train. The warning whistle was sounded, the emergency brakes applied, and the train was stopped seven car lengths west of the crossing, but not in time to avoid the collision. The train struck the automobile and dragged it a distance of about 100 feet along the railroad track, when it went over an embankment and about 19 feet beyond.

All of the occupants of the automobile received injuries. They were placed on the train by members of the train crew and taken to the Eastern Maine General Hospital where Miss Georgie Buchanan died at about 10 p.m., September 11th, 1922.

When this accident occurred the automobile was moving from South Brewer toward Bucksport, and the train was moving from Bucksport toward Bangor. From measurements taken it would appear that the engine can be seen approaching from the east 45 feet back from the crossing in the highway a distance of 2958 feet and is visible all that distance. 100 feet back on the highway an engine can be seen approaching the crossing a distance of 200 feet, and 150 feet from the crossing a distance of 112 feet.

There is a regulation crossing sign at this crossing, also a disk sign on the highway 350 feet from the crossing. Beyond the crossing there is a steep hill, and it appears from the evidence that as Mr. Soucie was approaching the crossing he speeded up his car to make this hill, and did not heed the warning signs at the crossing.

There seems to be no reason whatever why the driver of this automobile should have driven his car onto the crossing in front of the train. He saw, or might have seen, the train for some distance before he reached the crossing, and it was his plain duty to stop the car before going over the crossing. Even if he was willing to risk his own life he had no legal or moral right to expose the other occupants of the car. It was his duty to "Stop, look and listen," and had he observed either one of these injunctions, in this case, the accident would not have happened.

It appears from the records in the office of the Secretary of State that George Raymond Soucie was operating

a car without the license required by law. Any man who is guilty of such practices as are found in this case should not be permitted to evade the laws of the state. It would seem to be reasonable and proper that such a driver when a fatal accident has occurred through his carelessness or negligence should be presented to the grand jury for its official attention. We know of no other procedure which will in any effective way protect the public and prevent such unfortunate and unnecessary accidents as the one we are now considering.

STATE OF MAINE

PUBLIC UTILITIES COMMISSION

Petition of the Municipal Officers of Newport in regard to protection at Caverly Crossing, so-called, on the Maine Central Railroad.

R. R. No. 735. OCTOBER 28, 1922.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.
Appearances: William H. Mitchell, Esq., for the petitioners; Charles H. Blatchford, Esq., for the Maine Central Railroad Company.

This is a petition of the Municipal Officers of the Town of Newport, Maine, under the provisions of Section 73 of Chapter 56 of the Revised Statutes, requesting an order from this Commission for protection at the grade crossing on the Maine Central Railroad, near East Newport, known as Caverly Crossing.

It is agreed that on April 2nd, 1921, the Municipal Officers of the Town of Newport made a request in writing to the Maine Central Railroad Company, through Dana C. Douglass, General Manager, to erect and maintain gates at said crossing, and that under date of April 15th, 1921, Mr. Douglass acknowledged receipt of this request and declined to install gates as desired. Thereupon the Municipal Officers of Newport, on the 13th day of August, 1921, made application to this Commission, as provided in said Section

73 of Chapter 56 of the Revised Statutes, to decide upon the reasonableness of the request, made to said railroad company as aforesaid, and to render such decision as said Commission may deem necessary for the public safety at said railroad crossing. On this petition it was ordered that a public hearing be held at the offices of the Public Utilities Commission, at the State House, in Augusta, on August 23rd, A.D. 1921, at ten o'clock in the forenoon, standard time, and the petitioners were ordered to give notice to the Maine Central Railroad Company by causing to be served, by an officer duly qualified to serve civil processes, upon Dana C. Douglass, General Manager of said railroad, a copy of said order certified by the Clerk of this Commission, five days at least before the date of said hearing.

At the time and place set for the hearing—the members of the Commission not being able to attend—testimony was taken out before V. A. Hewes, who was appointed examiner for that purpose under the provisions of Chapter 78 of the Public Laws of Maine for the year 1919. Notice was proved to have been given as ordered, and the appearances were as above stated. The case was thereupon continued upon the docket of this Commission, and a further hearing was had at the office of the Commission, at Augusta, on October 26th, A.D. 1921, at ten o'clock in the forenoon, at which time the petitioners and the Maine Central Railroad Company appeared and further testimony was taken before the Commission. Thereafterward, on the 14th day of January, 1922, a brief was filed by Mr. Blatchford, on behalf of the Maine Central Railroad Company. At both of the hearings, evidence was introduced on the part of the petitioners, tending to show that the crossing in question is, in fact, a dangerous crossing, that several accidents and near-accidents had occurred at this crossing during recent years, and that some additional protection is required at said crossing. It is agreed by the petitioners and the railroad company, and we find, that the crossing in question is a "fair view" crossing as defined by Section 2 of Chapter 145 of the Public Laws of 1917. The railroad company offered evidence tending to show that this crossing was not, in fact, a dangerous crossing, and insisted that

no protection ought to be required. The counsel for the railroad company claims that Chapter 145 of the Public Laws of 1917, relating to automatic signals and removal of obstructions at grade crossings, being subsequent in time to Section 73 of Chapter 56, under which the pending petition is brought, supersedes the former law.

It appears that several accidents and near-accidents have, in fact, occurred at this particular crossing, and it would seem that some additional protection is desirable at this crossing, if the occurrence of such accidents may thereby be prevented or even lessened. It is argued on behalf of the railroad company that if the provisions of the law relating to speed of travel and other safety provisions were regarded by the travelers upon the highway who use this crossing, or if the law were enforced, thereby compelling such travelers to obey its requirements, the accidents which have been described would not have occurred and accidents would not occur in the future. This argument, of course, would apply not only to this but to all other grade crossings in our state, and it goes without saying that the traffic laws ought to be better observed and more strictly enforced. It is doubtless true that if such were the case, a large percentage of the unfortunate grade crossing accidents might be prevented. Nevertheless, it is a fact that many accidents do happen at grade crossings, notwithstanding all the enactments of law relating to the traffic on the highway, and notwithstanding all the protection that can be given at such crossings.

The practical problem, therefore, presented both to the railroad company and to this Commission, is to provide all possible reasonable protection at grade crossings, even to the extent of protecting, so far as may be, the careless and foolish man from the effects of his own folly. We do not wish to be understood as minimizing to any degree the grave responsibility which is placed upon municipal and other officers to enforce the traffic laws; nor the serious duty resting upon all travelers upon the highway to use the greatest caution and to observe all of the laws when about to pass over a railroad grade crossing. It is our feeling that everything possible along all these lines must be done

in order to reduce to the smallest possible limit the awful sacrifice of human life caused by grade crossing accidents.

We believe that at the crossing in question some accidents may be prevented by automatic signal protection at this place. This crossing is upon the state road between Newport and Bangor, and the traffic both on the highway and railroad is very heavy.

It is our opinion that the provisions of Chapter 145 of the Public Laws of 1917 are in addition to, and not in abrogation of, the provisions of Section 73 of Chapter 56 of the Revised Statutes. We therefore conclude that the Commission has authority in this case to act under the provisions of said Section 73 of Chapter 56. We believe, and so find, that an automatic signal is necessary for public safety at this crossing.

It is therefore

ORDERED, ADJUDGED AND DECREED

that the Maine Central Railroad Company, on or before June 1, 1923, install and thereafter continuously operate a standard automatic signal of the audible and visible type at said Caverly Crossing, so called, located on the state highway in the town of Newport, near East Newport.

STATE OF MAINE

PUBLIC UTILITIES COMMISSION

Petition of the Municipal Officers of the town of Newport in regard to protection at Caverly Crossing, so-called, on the Maine Central Railroad.

R. R. No. 735. MAY 8, 1923.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.

On October 28, 1922, the Commission made its order and decree in the above entitled matter, and on the 10th day of January, 1923, the Maine Central Railroad Company filed its request for allowance and certification of exceptions to the ruling of the Commission, and its assignment

of errors and exceptions. Exceptions were allowed January 12, 1923. Briefs were filed by the parties and by the Commission and the case was certified to the Chief Justice of the Supreme Judicial Court on the exceptions in accordance with the statute. This matter is now pending in the Supreme Judicial Court but a decision of that court has not yet been rendered.

Under date of April 27, 1923, the Maine Central Railroad Company, through its attorney, George E. Fogg, makes request that the Commission issue a further order suspending the effective date of its decree in this case to such time after the decision of the Maine Supreme Judicial Court may be known, as may seem proper to this Commission. The order and decree of the Commission in this case, which has been excepted to, provided that the Maine Central Railroad Company on or before June 1, 1923, install and thereafter continuously operate a standard automatic signal of the audible and visible type at said Caverly Crossing, located on the state highway in the town of Newport near East Newport. Section 56 of chapter 55 provides as follows:—

“While questions of law are pending on exceptions to a ruling of the Commission, as provided in the preceding section, no injunction shall issue suspending or staying any order of the Commission and said exceptions shall not excuse any person or corporation from complying with and obeying any order or decision, or any requirement of any order or decision of the Commission or operate in any manner to stay or postpone the enforcement thereof, except in such cases and upon such terms as the Commission may order and direct.”

It is evident that the requirement that the order be complied with in the pending case would in effect defeat the entire object of the respondent's exceptions and might thereby work an injustice to the respondent company. Under these circumstances it is proper to postpone the op-

eration of the order until the matter shall have been decided by the court. After the decision of the court has been received a further order of the Commission in this case will be made in accordance therewith.

It is therefore

ORDERED, ADJUDGED AND DECREED

that compliance by the Maine Central Railroad Company with the order and decree of this Commission, dated October 28, 1922, in re petition of the Municipal Officers of Newport in regard to protection at Caverly Crossing, so-called, on the Maine Central Railroad, being R. R. 735 on the docket of this Commission, is postponed until the decision on exceptions now pending in the Supreme Judicial Court shall have been received, and until further order of this Commission, which will be made in accordance with the decision of the court.

STATE OF MAINE

PUBLIC UTILITIES COMMISSION

Petition of Municipal Officers of Newport in regard to protection at Caverly Crossing, so-called, on the Maine Central Railroad.

R. R. No. 735

SUPPLEMENTAL ORDER NO. 2. FEBRUARY 5, 1924.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.
Appearances: Wm. H. Mitchell, Esq., for petitioners;
Charles H. Blatchford, Esq., and Geo. E. Fogg, Esq., for Maine Central Railroad Company.

On October 28, 1922, the Commission made its order and decree in the above entitled matter requiring "that the Maine Central Railroad Company on or before June 1, 1923, install and thereafter continuously operate a standard automatic signal of the audible and visible type at said Caverly Crossing, so-called, located on the state highway in the town of Newport near East Newport." To this order of the

Commission exceptions were taken by the Maine Central Railroad Company and the case was certified to the Chief Justice of the Supreme Judicial Court on the exceptions in accordance with the statute. At the request of the petitioner the Commission issued its further order postponing the effective date of the original order until the decision on the pending exceptions in the Supreme Judicial Court had been received and until further order of this Commission. The decision of the court overruling the respondent's exceptions has recently been certified to the Clerk of the Public Utilities Commission.

It is therefore

ORDERED, ADJUDGED AND DECREED

(1) That the order and decree of this Commission, in the above entitled case, being R. R. 735 on the docket of this Commission, dated October 28, 1922, be and the same hereby is confirmed, except as modified by paragraph 2 of this order.

(2) That the Maine Central Railroad Company on or before June 1, 1924, install and thereafter continuously operate a standard automatic signal of the audible and visible type at said Caverly Crossing, so-called, located on the state highway in the town of Newport near East Newport.

STATE OF MAINE

PUBLIC UTILITIES COMMISSION

In the matter of the petition of the Bar Harbor and Union River Power Company for authority to sell property necessary or useful in the performance of its duties to the public.

U. No. 598. OCTOBER 31, 1922.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.
Appearances: Hon. E. C. Ryder for the petitioner.

This is a petition of the Bar Harbor and Union River Power Company, a public utility organized under the general law of this State, engaged in the business of furnishing light, heat, power and water to the public. Its peti-

tion is dated March 31, 1922, and acting in accordance therewith, this Commission ordered that a hearing of the matter be held at the offices of the Commission at the State House in Augusta on May 25, 1922, at ten (10) o'clock in the forenoon, and the petitioner was ordered to give notice of said hearing to the inhabitants of the city of Ellsworth by causing to be sent to the City Clerk of said City a copy of the order certified by the Clerk of the Commission, and it was further ordered that the petitioner give public notice of said hearing by causing to be published in one issue of the Bangor Commercial, a newspaper published at Bangor in the County of Penobscot and State of Maine, a like copy of the order, ten (10) days at least before the date of said hearing. At the time and place of the hearing, it was established that these orders of notice had been precisely complied with. No one appeared in opposition to the granting of the petition.

The Bar Harbor and Union River Power Company, which was formerly the Union River Light, Gas and Power Company, has authority, among other powers, to supply water to the city of Ellsworth, and is engaged in that undertaking.

Section 40 of Chapter 55 of the Revised Statutes provides:

“Any public utility may henceforth sell * * * the whole or any part of its property necessary or useful in the performance of its duties to the public * * * * when, and not otherwise, it shall have first secured from the Commission an order authorizing it so to do * * * *.”

It was evidently the intent of the Legislature to prevent the sale, lease or merger of the properties of public utilities when such sale, lease or merger would result in the disadvantage of the consuming public, whether manifested in higher rates or less reasonable and adequate service. This Commission has already said that in determining whether a sale or merger shall be permitted, it is concerned principally with three questions.

1. The legal right of the petitioner to acquire and hold the property comprehended within the terms of sale.

2. The probable effect of such sale; (a) Upon petitioner's capacity to serve its present territory. (b) To meet its obligations to present security holders.

3. The effect upon the ability of the purchasing company to serve the territory.

See Re Central Maine Power Company P. U. R. 1916 A 932.

These elements express impliedly the concern of the Commission with the providing of adequate service, increase in rates and diminution of cost of management and operation. See Re Moosehead Telephone and Telegraph Company (Maine P. U. R. 1915 D 260, Grafton County Electric Light and Power Company et als vs. State, 94 Atlantic 193, P. U. R. 1915 C 1064.)

As this proposed sale by the petitioner in the instant case is part of the general plan of the Penobscot County Water Company, another public utility amenable to this jurisdiction, to purchase and amalgamate the plants of several different utilities serving the public in this section of the State, these principles above referred to have been carefully considered by the Commission, and there is nothing which we have observed as an objection to the carrying out of the plan proposed by the utilities in interest. The whole interrelated subject is embraced in the cases U. No. 598, which is the matter we are now considering; U. No. 599, Re Bangor Railway and Electric Company; U. No. 600, Re Orono Water Company; all of which contemplate sales of all or portions of their respective properties; and U. No. 601, a petition of the Penobscot County Water Company for authority to issue securities.

In passing upon this application for the sale of this property by the petitioner to the Penobscot County Water Company which involves neither the issue of securities nor the fixing of rates, it is not necessary for us, at this time, to determine what portion of the property purchased may be capitalized or recognized as a basis for rate making purposes. These questions are clearly not involved in this par-

ticular matter, and as we shall examine and pass upon them in connection with the petition of the purchasing company, namely the Penobscot County Water Company, it will be unnecessary at this time to consider them in detail. Re Central Maine Power Company, P. U. R. 1916 A 933, Citizens' Light and Power Company, P. U. R. 1915 A 510.

From our examination of the subject, we see no reason for withholding our order authorizing the consummation of this sale. Accordingly, it is

ORDERED, ADJUDGED AND DECREED

that the Bar Harbor and Union River Power Company be authorized to sell, transfer and assign its water works, plants, franchises, ordinances, permits, licenses, rights, easements, rights of way, leases and leasehold interests, grants, privileges, and immunities granted from time to time to the said Bar Harbor and Union River Power Company by the Legislature of the State of Maine or by any municipal subdivision thereof, or acquired in any manner or from any source whatever relating to, or in any way connected with, the business of supplying water to the city of Ellsworth, in the County of Hancock and State of Maine, and its inhabitants, to the Penobscot County Water Company aforesaid.

It is further ordered that the parties shall make a report within sixty (60) days of the day of the date hereof of their respective doings under this order; said report to be verified by the oath of some officer of each of said corporations, cognizant of the facts.

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Petition of certain residents living in the vicinity of North Gray, re extension of service of the Cumberland County Power and Light Company.

F. C. No. 421. NOVEMBER 29, 1922.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.
Appearances: Honorable Mathew C. Morrill for petitioners; Fred D. Gordon, General Manager, for the Cumberland County Power and Light Company.

This is a petition addressed to the Public Utilities Commission signed by more than ten persons, residents of the town of Gray, living in the neighborhood of North Gray, requesting that the Cumberland County Power and Light Company be required to extend its lines along the road to North Gray for the purpose of giving service to the petitioners and other persons living in that vicinity. On this petition, after preliminary investigation and notice, a public hearing was held at the Old Town Hall in the Town of Gray, on September 26, 1922, at three (3) o'clock in the afternoon. Notice of said hearing was proved to have been given as ordered, and the appearances were as above indicated.

The Cumberland County Power and Light Company is rendering service in the town of Gray and its lines have from time to time been extended, so that service is now being given to the people living in several different sections of the town. The petitioners in this case, living at North Gray, are located approximately two miles from the end of the company's existing distribution lines, and in order to furnish the service as requested it will be necessary for the company to extend its distribution lines along the road to North Gray for a distance of approximately two miles and to build branch lines upon certain crossroads to serve proposed customers living thereon. The total length of

the extensions required to serve all in this vicinity who desire service would be somewhat less than three miles.

A similar petition from residents living in this vicinity was before the Commission in F. C. No. 324 and hearing held thereon in May, 1921. The estimated cost of the proposed extension is stated by the company's engineer to be thirty-seven hundred dollars (\$3700), or approximately two hundred dollars (\$200) per customer figuring on eighteen customers. These figures are somewhat less than the figures given at the hearing in the former case by reason of the lower cost of labor and materials at the present time. Our Engineering Department has checked these figures and finds them not to be excessive. In order to serve two other customers, however, who live beyond North Gray, a further extension would be required, making the total construction cost approximately forty-one hundred dollars (\$4100). Our Engineering Department estimates a possible twenty customers with a gross revenue of three hundred sixty dollars (\$360). It estimates that it will cost the company six hundred sixty dollars (\$660) per year to render this service, leaving an annual deficit of three hundred dollars (\$300) assuming that twenty customers would take the service. From all the evidence presented in the case, however, it is doubtful if as many as twenty customers can be secured, and the probable revenue from the new line would be less than three hundred sixty dollars (\$360) estimated by our engineer. The annual cost of service estimated by our engineer includes only the actual out-of-pocket cost to the company of rendering this service, but if we reduce this figure by cutting out the extension beyond North Gray and perhaps one or more of the crossroads and even omitting all items for maintenance, operation and commercial expense, the possible revenue to be received will still fall far short of the actual cost of rendering the service. The evidence in the case indicates that no considerable amount of new business by reason of future growth can be expected along the proposed extension. It is evident, therefore, that the deficit resulting from the operation of the proposed extension, if made, must be borne by the customers desiring such extension, or if borne by the

company, must ultimately be passed on in the form of higher rates to all of the company's customers in the town of Gray.

It has been held by this Commission that extension of service to a rural community desiring such service ought to be required in every case where such extension can be made without placing an undue burden either upon the company or upon its other customers, even though it sometimes happens that such service is rendered without any actual profit to the company. In determining whether or not such extensions should be made, the community as a whole is considered, and an attempt is made to place the entire service upon a reasonable and equitable basis. If any particular section of the community is so situated by reason of its distance from the distribution line, its sparsely settled territory, or for any other reason that service to such community can only be rendered at additional or extraordinary cost, such additional or extraordinary cost must be borne by the particular community desiring the service.

In the instant case the extraordinary or additional cost of rendering the service is so great and the resulting deficit so large that we do not feel justified in requiring the company to make the requested extensions unless a guaranteed revenue approximating at least the cost of rendering such service can be obtained. The amount of such guarantee required in this case seems to be so large in proportion to the total estimated revenue to be obtained from the proposed extension that it hardly seems practicable to recommend that any attempt to get such guarantee be made. For the reasons herein stated we conclude that the present petition must be dismissed.

It is, therefore,

ORDERED, ADJUDGED AND DECREED

that the foregoing petition be, and the same hereby is, dismissed.

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Charles Dick et als.

vs.

Androscoggin & Kennebec Railway Company

F. C. No. 422. JANUARY 24, 1923.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.
Appearances: Hon. Frank A. Morey, for petitioners;
Hon. Wm. B. Skelton, for respondent.

This is a petition of Charles Dick and others against the Androscoggin & Kennebec Railway, claiming that the fares, zone and service in operation on that part of respondent's line between Lewiston and Lisbon Falls are unreasonable, and petitioners pray for the following modifications:

1st. That the fare rate be reduced from 9 cents a fare limit to 7 cents a fare limit.

2nd. That the number of fare limits between Lewiston and Lisbon Falls be reduced from four to three.

3rd. That the car which takes the operatives down the line towards Lisbon Falls from Lewiston, leave Maine Central Station in Auburn at 5.25, that it go directly to the head of Lisbon and Main Streets in Lewiston, and that it go directly from the head of Lisbon and Main Streets in Lewiston to Lisbon Falls, as it formerly did.

Hearing, after notice to all interested, was held at Lewiston, May 22, 1922, at the rooms of the Chamber of Commerce.

The Androscoggin & Kennebec Railway Company is a corporation organized in 1919 by the Protective Committee of the Lewiston, Augusta & Waterville Street Railway First and Refunding Five Per Cent. Bondholders. Complaint at this time involves that part of its system extending from Lewiston to Bath, serving Lisbon Falls and other intermediate towns.

During the past five years, the matters of fares, zones and operation of the former company and the present corporation were subjects of hearing and investigation before this Commission, and such fares and zones as now exist were fixed by our orders. As recent as March, 1922, in our Docket F. C. No. 402, we considered a complaint relating to the fares and car service between Lewiston and Sabattus. In that and previous cases we made an exhaustive study and investigation; in fact, our observation of Maine electric roads has been constant during the past five or six years. Many changes have been ordered in matters pertaining to operation, but so far the operating revenues received by the respondent forbid a reduction in its present fares. The system is operated as one unit, and it necessarily follows that the fare basis must not be (the same for all) discriminatory against any one section. There are, however, some instances where zones or fare limits are controlled by local conditions, and this is particularly so on the Lewiston-Bath division, and the present zone system in effect on that branch was fixed by the Commission by its order in Docket F. C. No. 131, dated February 6, 1918. We are not informed that conditions have changed and are therefore of the opinion that our previous finding should stand.

From the evidence before us and our familiarity with the operations of this utility, we are convinced that the result is not such that would permit us to order a reduction in the present fare or modify the existing zone system now in effect between Lewiston and Lisbon Falls.

Concerning the third matter of the complaint, it appears that patrons of the road living on that section of the line ask for service permitting them to leave for their homes approximately one-half hour in advance of the present car schedule. It is claimed by them that while an extra car leaves Auburn at 5.25 p.m., that car is first run for the accommodation of the patrons residing in that part of Lewiston served by the so-called "Figure 8" line. The same car, on its return to the head of Lisbon and Main Streets, is then available for direct service to Lisbon Falls, the time

of departure being from 5.55 to 6.00 p.m. During the half-hour period from the closing of the shops until the departure of the car for Lisbon, the patrons for that town and intermediate points are obliged to wait and therefore claim that they are greatly inconvenienced.

Traffic statistics as offered by respondent utility show heavy car loadings for the extra and regular cars which leave for Lisbon Falls section at about 6.00 p.m. While the maximum traffic prevails on the first zone, it also appears that the patrons residing in zones two and three constitute a relatively high percentage of the original loading and that for the fourth zone the number of passengers in the extra car is approximately twelve, while the regular car, on account of through traffic, exceeds that number. It is therefore apparent that an extra car is warranted for the convenience of this group of patrons at the evening traffic peak. It appears only reasonable in this case that the company should readjust its schedule in order to better accommodate the large number now seeking relief.

After careful consideration of the matters herein complained of, it is

ORDERED, ADJUDGED AND DECREED

1st. That petition for reduction in fare from 9 cents to 7 cents a fare limit be, and the same hereby is, denied;

2nd. That petition for reduction in the number of fare limits between Lewiston and Lisbon Falls be, and the same hereby is, denied;

3rd. That the Androscoggin & Kennebec Railway Company be, and it hereby is, ordered and required to put into service on or before February 15, 1923, and thereafter maintain on regular working days, until otherwise ordered, one car which will be scheduled to leave Auburn at or near the Maine Central Railroad Station at 5.25 in the afternoon, thence move along its line to the head of Lisbon and Main Streets in the City of Lewiston, thence move directly to Lisbon Falls.

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Re extension of service of the China Telephone Company to certain persons in the town of Somerville.

F. C. No. 460. MARCH 9, 1923.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.
Appearances: E. W. Philbrick, Esq., for the complainants;
Mr. W. J. Thompson, President, for the
China Telephone Company.

On October 23, 1922, the Commission received a complaint against the China Telephone Company, signed by Fred A. Turner, Edward W. Philbrick and others, residents of the northwesterly part of Somerville in Lincoln County, alleging that the section of the town of Somerville where the complainants reside, is without telephone service and that there is a demand and necessity for such service, and further representing that the respondent company had been requested to supply the petitioners with telephone service and had refused and neglected to do so.

On this petition, after preliminary notice and investigation, a public hearing was ordered and held at the offices of the Public Utilities Commission at the State House in Augusta on December 18, 1922, at 10 o'clock in the forenoon. Notice of this hearing was proved to have been given as ordered and the appearances were as above indicated.

The China Telephone Company is permitted under its charter to render service in the counties of Kennebec, Lincoln and Waldo, and is now rendering service in the towns of Vassalboro, China, Windsor and Palermo in the counties of Kennebec and Waldo. The central office of the company is located at South China, from which its lines radiate in many directions to supply telephone facilities to the people in the several towns above mentioned. Although the China Telephone Company is permitted under its charter to render service in Lincoln County, it has never in fact extended its lines into any part of that county.

The complainants in this case, as previously stated, live in the northwesterly part of the town of Somerville, located in Lincoln County. The northerly line of Somerville forms a part of the dividing line between the counties of Waldo and Lincoln and the westerly line of Somerville forms a part of the dividing line between the counties of Kennebec and Lincoln. The northwesterly corner of Somerville is the corner of the three counties, Kennebec, Waldo and Lincoln. Directly north of Somerville is the town of Palermo in Waldo County.

The service line of the telephone company with which these complainants request connection, extends from the central office at South China to Weeks Mills and thence by a somewhat circuitous route by way of Deer Hill, ending at the house of Evert Ebbeins in the town of Palermo near the Somerville line. The total length of this service line is 8 miles. This line serves at the present time 18 subscribers with 4 other houses wired where service is furnished for a part of each year. All of these subscribers are located on that part of the line easterly of Weeks Mills. From the end of the present line in the town of Palermo to Mr. Philbrick's house in the town of Somerville, the distance is, according to Mr. Philbrick's testimony, 99½ rods, and the total distance from the end of the present service line to the house of the more remote complainant desiring service is approximately 1 1/10 miles.

Four persons living on the line of the requested extension have expressed a desire for telephone service and a willingness to take and pay for such service, if offered. According to the testimony in the case no further additional business other than from these four persons can be reasonably expected at present or in the near future from this particular extension. The estimated cost of this requested extension is approximately \$400. The total length of this particular line, if this extension were built, would be about 9 miles and the total number of subscribers 22 with a possible 26.

The other sections of the town of Somerville now receive telephone service from the Palermo Telephone Company and from the North Whitefield and Gardiner Tele-

phone Company. It is contended, however, that telephone connection with either of these latter companies would be of little use to these complainants as their post office, railroad station, and other business interests are at Weeks Mills. For these reasons the complainants desire connection with the respondent company and state frankly that they do not desire the other service.

The respondent company, while recognizing the need of the complainants for telephone service, contends that this particular line, known as line No. 11, from which these complainants must receive service, if at all, is already overloaded, and that the addition of four more subscribers to this line would not only result in inferior service to these new subscribers but would materially impair the service already being given to the present subscribers. It would, therefore, be necessary, according to the statement of Mr. Thompson, President of the company, not only to build the additional mile of service line from the end of the present line to serve these new subscribers, but also to install an extra pair of wires upon the line from South China to Weeks Mills, and far enough beyond Weeks Mills to receive at least four of the present subscribers; or to build a new piece of line from the end of a branch of the present line beyond Weeks Mills at Mr. Foster's house for a distance of one mile, to a point on line No. 11 near Mr. Hatch's house connecting with extra pair of wires at Weeks Mills. This mile of new line, if built, would shorten the distance from the central office to the end of line No. 11 two miles. The total cost estimated by Mr. Thompson of extending this extra pair of wires, building this new line between Foster's and Hatch's and extending from the end of the present line to serve the prospective customers, is \$1100. The total estimated gross revenue from the four new subscribers is \$72 per year. We regard the estimates of cost given, as above stated, as reasonable and we do not consider that the company would be justified in adding new subscribers in new territory to a line already apparently loaded to its full capacity, if not in fact overloaded. The expected revenue from the present prospective subscribers is not sufficient to justify the Commission in re-

quiring this extension to be made. We have examined the brief submitted by counsel for the complainants and we are not in disagreement with the principles of law therein set forth. The obligation, however, on the part of a public utility to render service must necessarily be affected to some extent at least by the revenue which such service will produce. "This Commission has no authority to make any requirement of service which will result in confiscation of the company's property." Under the facts and circumstances shown to exist in this case we feel obliged to deny the prayer of the complainants. Therefore, after notice and public hearing as aforesaid, and having given this matter our careful consideration, it is

ORDERED, ADJUDGED AND DECREED

that the foregoing complaint be, and the same hereby is, dismissed.

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Re petition of the Selectmen of Presque Isle for the abolition of three grade crossings on the Bangor and Aroostook Railroad in Presque Isle.

R. R. No. 851. APRIL 14, 1923.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.

Appearances: George F. Washburn, G. W. English, and J. W. Beckwith, Selectmen of Presque Isle, for the Inhabitants of the Town of Presque Isle.

Hon. William H. Fisher, Deputy Attorney General, for the State of Maine.

Henry J. Hart, Esq., General Counsel, and Frank P. Ayer, Esq., for the Bangor & Aroostook Railroad Company.

William R. Roix, Esq., for A. W. Gooding and Son (Charles H. Gooding), George P. Lancaster and Leon E. Sutter, Land Owners.

Harry W. Long, Land Owner pro se.

This is a petition of the Municipal Officers of the Town of Presque Isle, dated May 17, 1922, under the provisions of Section 1 of Chapter 147 of the Public Laws of 1913, as amended, now Section 34 of Chapter 24 of the Revised Statutes of 1916, as amended, alleging that public safety requires the abolition of three grade crossings on the Bangor & Aroostook Railroad in the Town of Presque Isle, and praying that this Commission will order the abolishment of said crossings.

On this petition notice was given of a public hearing to be held at the Selectmen's Office in Presque Isle on June 15, 1922, at three (3) o'clock in the afternoon (standard time). After this notice was given, however, the Bangor & Aroostook Railroad Company with the consent of the petitioners, requested that a later date be assigned for the hearing in this case. Thereupon a new order was issued

by the Commission under date of June 14, 1922, giving notice to all parties interested, viz: the Bangor & Aroostook Railroad Company, the Municipal Officers of the Town of Presque Isle, the land owners, Harry W. Long, A. W. Gooding and Son (Charles Henry Gooding), George P. Lancaster and Leon E. Sutter; the Attorney General of the State of Maine, and a member of the State Highway Commission or the Chief Engineer thereof for said Commission, all not less than ten (10) days before the date of said hearing, that the hearing in the above entitled matter would be held at the Selectmen's office at Presque Isle on July 13, 1922, at 10.30 o'clock in the forenoon (standard time), at which time and place a public hearing was held. Notice of this hearing was proved to have been given as ordered, and the several parties in interest were represented at the hearing as above stated.

Two of the crossings in question are located on the Reach Road, so-called, about two miles from Presque Isle Village. These two crossings, known as the Gooding and Lancaster Crossings, are approximately 2559 feet apart, and result from the fact that the railroad necessarily crosses the Reach Road twice in this short distance on account of a curve in the highway. The third crossing, known as the Belyea Crossing, is located on the Belyea Road, so-called, about 500 feet distant from the Gooding crossing. The Belyea road is a cross-road and used comparatively little, but the Reach Road is one of the principal roads of the Town of Presque Isle, and all of the travel between Presque Isle Village and the new State Sanitorium passes over this road, and, at the present time, is obliged to pass over two of these three crossings.

By reason of a curve in the road and the contour of the land, and on account of the heavy traffic on the Reach Road, these crossings, especially the Gooding and Lancaster Crossings, so-called, create a menace to the public safety. The conditions in the winter time when the roads are drifted with snow are even worse than in the summer season, although the traffic in the winter season is not so heavy as in the summer.

None of the parties who were represented at the hear-

ing denied that these three crossings create a dangerous situation which ought to be eliminated. The evidence in the case and the view of the premises made by the Commission substantiate the petition, and we find that the public safety requires the abolishment of these three crossings. It is proposed to abolish these three crossings by building a new piece of highway road on the northerly side of the railroad tracks from the point on the Reach Road northerly of the Gooding Crossing to another point on the Reach Road northerly of the Lancaster Crossing, and then discontinue that portion of the Reach Road between those two crossings, and that portion of the Belyea Road between the present Reach Road and the proposed new road north of the railroad. If this is done, both the highway roads will be entirely north of the railroad tracks, and all three of these crossings will be eliminated. There can be no doubt that this arrangement enhances the public safety, and that it will be a great public convenience so far as the general public is concerned.

The problem in this case has been to accomplish this purpose without undue damage and detriment to the owners and occupants of the land, who will be affected by the change and by the discontinuance of the present highways as proposed. The only owners or occupants of land who will be affected are Harry W. Long, A. W. Gooding and son (Charles Henry Gooding), the Bangor & Aroostook Railroad Company, George P. Lancaster, and Leon E. Sutter. All of these parties were present or were represented at the hearing.

The land of the Bangor and Aroostook Railroad Company which will be needed for the new road consists mainly of a part of the Gooding Siding lot, so-called, on which the company has already established a siding, and where it is proposed to build potato houses. The proposed new road as laid out on the original plan prepared by the petitioners and presented with the petition in this case, would have extended in a straight line from the two points in the Reach Road northerly of the Gooding and Lancaster crossings. It appeared that the construction of the new road at that particular place would not leave sufficient space on the

railroad siding lot for the erection of potato houses between the side track and the new road.

At the suggestion of the railroad company, therefore, the original plan has been modified somewhat, making slight northerly curves in the new road at either end of the railroad land, and thereby leaving the necessary space for the erection of potato houses between the side track and the new road. This modification in the plan is satisfactory to the petitioners, and will be approved by the Commission.

The farm buildings of Messrs. Gooding and Son and Mr. Lancaster are located on the southerly side of the railroad and of the Reach Road as now travelled. The proposed change will, therefore, cut these parties off from direct access to the highway road and will result in substantial damage to their farm property. Both Mr. Long's and Mr. Sutter's farm buildings are located on the northerly side of the railroad, and their access to the highway will not be affected by the proposed change, and no special damage will result to either of these land owners by reason of any change in the grade. The farms of Long, Gooding and Lancaster are located on both sides of the railroad tracks, and all these parties use farm crossings at the present time in addition to the three public crossings. Both Gooding and Lancaster also have cattle passes under the railroad tracks. The testimony given at the hearing by both Gooding and Lancaster indicated a very substantial claim for damages to their property if the proposed change were to be made, and Mr. Long in his testimony claimed that he would require for his purposes a farm crossing where the present Gooding highway crossing is located. Mr. Gooding also claimed that he would require a farm crossing where the present Belyea Road crossing is located.

The cost of building the new piece of highway road of a character substantially like the present road would be, according to estimates given at the hearing, about two thousand dollars (\$2000). It appeared, however, that the Town of Presque Isle proposes to improve the character of the road between Presque Isle Village and the sanitorium, better to accommodate the increased and increasing traffic

and that the cost of building the new piece of road of a character similar to the proposed improved road would be approximately four thousand dollars (\$4000).

While all of the parties represented at the hearing admitted that the proposed change was desirable and ought to be made if it could be accomplished within the limits of reasonable expense, the representatives of the railroad company pointed out that the damages claimed by the land owners when added to the expense of constructing the new road would make the cost so great as to be prohibitive. In view of all these circumstances and the many difficulties of solution which the problem presented at the time of the hearing, it was suggested that the parties in interest have a conference and endeavor to come to some agreement in regard to the whole matter.

Since the time of the hearing, several conferences have been held between the various parties in interest, and also one informal conference at which the Commission was present. Agreements which are mutually satisfactory to all the parties concerned have at last been made between the Municipal Officers, representing the Town of Presque Isle, the railroad company and the land owners. These several agreements and suggestions have been presented to the Commission, and we consider them reasonable, and we shall incorporate the substance of these agreements in our findings in this case. An amended plan of the new road as agreed upon has been filed with the case and marked "Proposed Change of Highway to Eliminate 3 Crossings near Goodings Station Grounds, 42-47 B;" which plan is approved, and is hereby referred to and made a part of the order in this case.

Harry W. Long has agreed to accept one hundred dollars (\$100) in full settlement of all damages sustained by him for his land taken for the new road; we find that no special damages are sustained by Mr. Long by reason of the change in the grade. A. W. Gooding and Son (Charles Henry Gooding) have agreed to accept two thousand dollars (\$2000) in full settlement of all land damages sustained by them for their land taken for the new road and the injury to the land remaining by the taking and use of

this portion, and in full for all special damages sustained by them by reason of the change in the grade of the road. George P. Lancaster has agreed to accept eight hundred dollars (\$800) in full settlement of all land damages sustained by him for his land taken for the new road and the injury to the land remaining by the taking and use of this portion, and in full for all special damages sustained by him by reason of the change in the grade of the road. Leon E. Sutter has agreed to accept one hundred dollars (\$100) in full settlement of all damages sustained by him for his land taken for the new road; we find that no special damages are sustained by Mr. Sutter by reason of the change in the grade.

The agreements to accept the several amounts above recited were predicated upon an understanding that the Town of Presque Isle and the Bangor and Aroostook Railroad Company would enter into an agreement with respect to the construction of necessary cattle passes and arrangements for necessary farm crossings for the benefit of the land-owners at present requiring such facilities. The necessary agreements have been made between the Town of Presque Isle and the Railroad Company, and based upon the benefits therein contained accruing to the land owners, we find that the several amounts agreed upon as damages, as herein above recited, are just and reasonable, and we therefore adopt them in making our award of damages in this case.

The agreement made between the Bangor and Aroostook Railroad Company and the Town of Presque Isle through its Municipal Officers, in regard to this matter, which we adopt and incorporate here in the finding in this case is as follows:

“Based upon assumption that in addition to land damages and road construction there will be two cattle passes constructed under proposed new highway at an aggregate cost of approximately Twenty-five Hundred (2500) Dollars, Bangor and Aroostook Railroad Company agrees to pay to the Town of Presque Isle in the State of Maine,

Four Thousand Dollars, and to donate that portion of its station lot to be taken for the new road as shown on a plan marked 42-47 B. In consideration of this payment the Town of Presque Isle will proceed with the construction of the proposed highway, including the cattle passes if necessary, adjust all land damages, and no further payments or contributions are to be made by the Railroad Company to the Town, and the Town will have entire supervision, charge and control of the proposed work. The three crossings involved will be closed as public highways and the two Reach Road crossings will be entirely fenced in. At Belyea Road Crossing farm gates will be put in and Messrs. Gooding and Long will have right to use this crossing as a farm crossing. As soon as the schoolhouse has been moved to the northerly side of this crossing there will be no right of use of this crossing except for Messrs. Gooding and Long, but this crossing will be maintained by the Railroad Company. The present farm crossing right belonging to and used by Mr. Gooding will be forever released to the Railroad Company, and in lieu of this farm crossing he will have the right of user at the crossing heretofore known as Belyea Road. The Lancaster farm crossing will continue as heretofore, as also will the Gooding and Lancaster cattle passes. In event it is not necessary to put the cattle passes under the proposed new highway, the payment by the Railroad Company to the Town shall be reduced Seven Hundred Fifty (750) Dollars for each of the cattle passes not put in, and if payment of the full amount of Four Thousand (4000) Dollars has been made by the Railroad Company to the Town, the Town shall refund to the Railroad Company the sum of Seven Hundred Fifty (750) Dollars for each cattle pass not installed."

The question of the extension of the present cattle passes under the new highway had not been determined at the time the above agreement was made. The evidence in the case, however, shows that the present cattle passes will be of little or no avail to the land owners after the new highway shall have been built unless they are extended under the new road; and unless some satisfactory arrangement with the land owners can be made whereby the extension of the cattle passes is waived by them, these cattle passes would seem to be required and the cost of building them apportioned as a part of the expense of the proposed alteration.

The additional cost of constructing the proposed new road occasioned by building a better type of road than the present, ought to be borne exclusively by the Town and no part of such extra cost should be apportioned between the railroad company, the State and the Town, under the provisions of Section 34 of Chapter 24 of the Revised Statutes. The agreement between the railroad company and the town above quoted, is evidently made upon this theory. This agreement we consider just and reasonable and shall, therefore, adopt it.

When the final apportionment of expense and damages caused by the proposed alteration is made, the share of the railroad company, under the terms of the said agreement, will be four thousand dollars (\$4000) if the cattle passes are constructed, or a lesser amount, as provided in the agreement, if one or both of said cattle passes be not constructed. The amount as provided in this agreement as it may be determined upon the final report to be provided for in the order in this case, will constitute sixty-five per cent (65%) of the total amount of expense and damage to be apportioned in this case under the provisions of the Statutes.

We shall authorize and require the construction work to be done by the Town of Presque Isle and a report of the expenses incurred to be made to this Commission on completion of the work, and the same will then be apportioned by the Commission as provided by the Statute. It is understood, however, in this case that in no event will the Town

of Presque Isle make any claim for apportionment of damages and expenses which will be in excess of the total cost based upon the above agreement between the railroad company and the town.

We shall, therefore, determine and find that the public safety requires the abolition of the three grade crossings as prayed for in the petition, and the construction of the new road as shown on the amended plan and definitely described in the order herein. We find from the evidence in the case and from public reports and records lawfully required to be filed with the several departments of the government of the State of Maine and open to public inspection, that the financial condition of the Bangor and Aroostook Railroad Company will enable said corporation to comply with the order hereinafter made; that the probable benefit to the public will warrant said order, and that said order can be complied with without exceeding the state appropriation available therefor. It is, therefore,

ORDERED, ADJUDGED AND DECREED

(1) That the public safety requires that the three grade crossings on the Bangor and Aroostook Railroad in the Town of Presque Isle designated in the petition in this case, and located on the plan filed herewith and made a part of this order, viz., the Gooding Crossing and the Lancaster Crossing on the Reach Road, so-called, in the Town of Presque Isle, and the Belyea Crossing on the Belyea Road, so-called, in the Town of Presque Isle, be abolished; that said crossings be abolished when and as soon as the new piece of road described in paragraph two of this order shall have been completed and opened to the public travel.

(2) That to facilitate such abolishment, the following alteration and change in the highway named in said petition shall be made, and the course of the same shall be altered as hereinafter described and a new road shall be constructed northerly of the railroad tracks to permit the Bangor and Aroostook Railroad to pass at the side thereof; said road to be four rods wide, being two rods on each side of the center line; said center line being described as follows:

“Beginning at a point in the center of the Reach Road, said point being located on lot No. 9 in that part of the Town of Presque Isle formerly known as Maysville, said point being one hundred seventy (170) ft. more or less northerly measured along said road from the center of the crossing of the Bangor and Aroostook Railroad; and also at a distance of ninety-nine (99) feet northerly from and measured at right angles to the center line of said railroad; thence S 81° 11' E. parallel to and ninety-nine (99) feet northerly from center line of said railroad, and crossing the land of Harry Long, a distance of four hundred thirty-five (435) feet, more or less to the easterly line of said Long's land:

Thence S. 85° 57' E. across land owned by Bangor and Aroostook Railroad Company, and crossing the Belyea Road, so-called, to the easterly boundary of the Belyea Road at a point located one hundred five and one-half (105½) feet northerly from the center line of the said Railroad;

Thence S. 81° 11' E. parallel to and one hundred five and one-half (105½) feet from said railroad center line, a distance of one thousand and fifty (1050) feet more or less to the westerly line of land owned by G. P. Lancaster, the road on this course being thirty-nine and one-half (39½) feet in width on the land of the Bangor and Aroostook Railroad Company, and twenty-six and one-half (26½) feet in width on the land of A. W. Gooding;

Thence S. 58° 34' E. on land of said Lancaster, a distance of ninety-eight (98) feet more or less to a point sixty-six (66) feet northerly from the center line of said railroad;

Thence S. 81° 11' E. parallel to and sixty-six (66) feet northerly from said railroad center line, a distance of six hundred forty-three (643) feet more or less to the easterly boundary of said Lancaster land;

Thence by the same course, crossing the land of Leon E. Sutter, a distance of two hundred twenty-five (225) feet more or less to a point in the center of the said Reach Road located eighty-four (84) feet northerly from and measured at right angles to the center line of the Bangor & Aroostook Railroad, and also two hundred thirty-five (235) feet more or less northeasterly measured along said road from the center of the crossing of said Reach Road and the Railroad."

All as delineated on the aforesaid plan filed in this case marked "Proposed Change of Highway to Eliminate 3 Crossings near Goodings Station Grounds. 42-47B;" which said plan is hereby expressly referred to and made a part of this order.

(3) That the said Town of Presque Isle be, and it hereby is, directed to make all of said alterations and changes required by the terms of this order and decree, and to report the cost thereof in detail to this Commission for its certificate of final apportionment thereof.

(4) That said work be commenced as soon as may be and, in any event, on or before June 1, 1923, and completed with all reasonable diligence.

(5) That damages for land taken by reason of said alteration, and the injury to the land remaining by the taking and use of this portion, and special damages sustained by reason of any change in grade of the said altered course of said new or old way are hereby fixed and awarded as follows, in accordance with the agreements of the several parties in interest herein named, which said agreements are hereby adopted, viz., to Harry W. Long the sum of one hundred dollars (\$100) in full payment for all damages sustained by him for land taken for the new road; no special damages sustained by reason of change in grade; to A. W. Gooding and Son (Charles Henry Gooding) the sum of two thousand dollars (\$2000) in full payment for all damages sustained by them for land taken for the new road and for injury to the land remaining, by the taking and use of this portion, and for all special damages sus-

tained by reason of change in grade; to George P. Lancaster the sum of eight hundred dollars (\$800) in full payment for all damages sustained by him for land taken for the new road and for injury to the land remaining, by the taking and use of this portion, and for all special damages sustained by reason of change in grade; to Leon E. Sutter the sum of one hundred dollars (\$100) in full payment for all damages sustained by him for land taken for the new road; no special damages sustained by reason of change in grade; to the Bangor and Aroostook Railroad Company the sum of one dollar (\$1.00) in full payment for all damages sustained by it for land taken for the new road and for all special damages sustained by reason of change in grade.

(6) That the expense of said alteration be borne as follows: to wit, sixty-five per cent. (65%) thereof by the Bangor and Aroostook Railroad Company; twenty-five per cent. (25%) thereof by the State of Maine; ten per cent. (10%) thereof by the Town of Presque Isle.

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Re petition of the selectmen of Presque Isle for abolition of three grade crossings on the Bangor & Aroostook Railroad in Presque Isle.

R. R. 851. JANUARY 28, 1924.

Re assessment of cost.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.

On April 14, 1923, the Commission issued its order and decree requiring that three grade crossings on the Bangor & Aroostook Railroad in the town of Presque Isle, known as the Gooding Crossing and the Lancaster Crossing on the Reach Road, and the Belyea Crossing on the Belyea Road, be abolished. To facilitate such abolishment it was ordered that certain alterations and changes in the highway, named in said petition, be made and the course of the

same altered and a new road constructed northerly of the railroad tracks, as described in said order and decree, all as delineated on the plan filed in the case and made a part of said order.

The town of Presque Isle was directed to make all of said alterations and changes required by the terms of said order and decree and report the cost thereof in detail to this Commission for its certificate of final apportionment thereof. According to the terms of an agreement made between the railroad company and the town of Presque Isle and approved by this Commission, the railroad agreed to contribute the sum of \$4,000 as its share of the expense of making the required alterations, including its share of the land damages, provided the two proposed cattle passes were built; this amount to be proportionately reduced if the cattle passes were not built. The amount of damages was agreed upon between the town of Presque Isle and the several land owners and these agreements were approved by the Commission and damages awarded in accordance therewith in the original order in this case.

Pursuant to the order of the Commission the town of Presque Isle has made the necessary alterations and constructed the new road as required by our order, including the two cattle passes. The municipal officers of the town have filed a detailed statement of the expenditures made by the town pursuant to the Commission's order in this case, including the several amounts paid to the land owners for damages as agreed upon between the town and the several land owners and approved by the Commission. Vouchers covering the greater part of these expenditures have been submitted by the town and have been examined and checked by our Auditor. The total expenditures made by the town in this case, including land damages, according to the detailed statement submitted and verified by the oath of the Chairman of the Board of Selectmen of Presque Isle, are \$10,136.34. Included in this amount, however, is the expense of constructing this new road of a different and better type than the old road. Such additional expense, as stated in the original decree in this case, must be borne by the town and not apportioned between

the railroad, the State and the town, under the provisions of the statute. We find that the total expense incurred by the town of Presque Isle in the abolition of these three crossings, which ought to be apportioned between the Bangor & Aroostook Railroad Company, the State of Maine and the town of Presque Isle, according to the terms of the Commission's order in this case, is \$6,153.85. The balance of the expenditures made by the town by reason of the construction of a more expensive type of road is not subject to apportionment under the statute and we do not understand that any claim is made by the town of Presque Isle for the apportionment of said balance.

It is therefore,

ORDERED, ADJUDGED AND DECREED

(1) That the cost of the alterations and changes required by the terms of the original order and decree in this case, dated April 14, 1923, made under Chapter 24, Section 34, of the Revised Statutes, for which the town of Presque Isle is entitled to reimbursement in the manner and to the extent hereinafter specified, is \$6,153.85.

(2) That 65 per cent thereof, to wit:—the sum of \$4,000 be paid to said town of Presque Isle (if such payment has not already been made) by the Bangor & Aroostook Railroad Company; that 25 per cent. thereof, to wit: the sum of \$1,538.48 be paid to said town of Presque Isle by the State of Maine.

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Z. L. Harvey et als vs. Katahdin Farmers Telephone Company; re rate on Patten-Trout Brook Line.

F. C. No. 474. August 20, 1923.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.
Appearances: Honorable Sanford L. Fogg, Thomas V. Doherty, Esq., for the complainants.
Honorable Carl E. Milliken, President, for the respondent company.

This is a complaint against the Katahdin Farmers Telephone Company, alleging, among other things, that the rates charged for telephone service on the Patten-Trout Brook Line of said company are discriminatory and unreasonable.

On this complaint, after preliminary notice of investigation, a public hearing was held at the Town Hall in the town of Patten on June 8, 1923, at 2.30 o'clock in the afternoon upon notice prescribed by the Commission. The appearances were as above stated.

The Katahdin Farmers Telephone Company, under a lease from the owners, whose effect we shall later consider, is operating the Patten-Trout Brook Line, so-called, which serves the territory of Shin Pond, Mattagamom and Seboeis and more remote sections, having connection also with the look-out stations of the forest protection service. The central office through which this service is rendered is located at Patten, about ten miles distant from Shin Pond. The territory served by this line is sparsely settled and consists mostly of sporting and lumber camps and the fire warden service.

The respondent company has its principal office at Island Falls, County of Aroostook, and operates exchanges at Patten, Smyrna Mills, Island Falls and Sherman from which it furnishes exchange service to subscribers within all its exchange areas at the rate of one dollar seventy-five cents (\$1.75) per month for more than four party line

residence service, subject to a discount of twenty-five cents (\$0.25) per month per station for prompt payment. Toll messages beyond these exchange areas are subject to the regular toll charges as provided in the published schedules.

The subscribers on the Patten-Trout Brook Line, so-called, are required to pay the monthly rental charge of one dollar seventy-five cents (\$1.75) less the twenty-five cents (\$0.25) per month prompt payment discount in the same manner as the subscribers on the other lines, but their case is different in that they have no exchange area over which, under the existing schedule, they are entitled to talk without payment of toll charges. The exchange center for such subscribers on the Patten-Trout Brook Line is the central office at Patten. The complainants allege that the imposition of a toll charge from the several stations on this line to Patten, in addition to the regular monthly rental charge, constitutes an unlawful discrimination against them. They charge that while the subscribers on the Benedicta line, for example, as well as those on the line between Patten and Shin Pond for a distance of 6.9 miles, are entitled to the exchange service of the Patten central office without the payment of any toll charge, they, themselves, are obliged to pay a toll charge in addition to their rental in order to obtain service. They, therefore, request this Commission to order that for the monthly rental of their respective telephone stations they shall have intercommunication to all points within the Patten exchange area including the Patten-Trout Brook Line, so called. At the hearing it was in evidence that the company now imposes a toll charge upon all messages west of the 6.9 mile point, but that as it has no method of knowing when the stations are engaged in intercommunication no attempt is made to collect such toll charge.

The respondent presented evidence that the total return upon the Patten-Trout Brook branch was approximately three hundred forty-two dollars sixty-two cents (\$342.62), made up of toll charges aggregating for the year 1922, one hundred eighty dollars thirty-two cents (\$180.32) and one hundred sixty-two dollars thirty cents (\$162.30) from rentals. The Patten-Trout Brook Line is leased to

the respondent company for three hundred dollars (\$300) a year. The lease was not put in evidence and we do not know the length of time it is to run or other conditions, except the amount annually reserved as rent. No valuation of the property comprehended within the terms of the lease was before us. No dependable basis upon which to estimate depreciation. No details of expenses of operation of this particular line except as such expenses are grouped with the similar expenses of the Katahdin Farmers Telephone Company. The property was purchased by the present owners for three thousand dollars (\$3000) and it thus pays ten per cent. (10%) interest annually upon such basis. The depreciation and cost of maintenance, it is asserted forcefully, will aggregate more than forty-two dollars thirty cents (\$42.30) a year, so that, it is alleged, a diminution of rates would deprive the company of the income to which it is entitled. The respondent says that upon this particular Patten-Trout Brook branch of the business, viewed as a separate entity, it is entitled to earn a sufficient income to care for the operating expenses, depreciation, and a reasonable return upon the property used and useful in the public service. This assumption is predicated clearly upon the viewpoint that the Patten-Trout Brook Line is a separate branch. This position, we feel, cannot be maintained. Furthermore the respondent files with this Commission no separate report of the Patten-Trout Brook Line as a utility from which it appears that the respondent, itself, in fact if not in theory, treats the Patten-Trout Brook Line as an integral part of its own system. We find that the Katahdin Farmers Telephone Company leasing this property for a rental of three hundred dollars (\$300) a year, must be regarded as the unit with which we are to deal. It is not required and in many cases it is not attainable that every individual branch of the same kind of service of a utility should always be remunerative. (See Wood vs. Maine Central Railroad Company F. C. No. 404 and cases cited.) We conclude, therefore, and find, as we have stated above, that the Katahdin Farmers Telephone Company, inclusive of the Patten-Trout Brook branch must be regarded as one unit for the purposes

of this case. This view is sustained not only by reason but by authority. (See Coast Gas Company, P. U. R. 1923 A 363 New Jersey; People ex rel Woodhaven Gas Company vs. Nison, P. U. R. 1923 B 700 New York.)

The salient evidence in this case is not as plenary as it might be and we are not certain of the effect of removing the right of the company to collect tolls for telephone service west of the point 6.9 miles west of Patten. The Company has furnished no evidence, however, that removes from our minds the apparently justifiable conclusion that the patrons of the Patten-Trout Brook Line are being discriminated against unlawfully when their situation is compared with other lines of the company. No attempt has been made to tell what portion of the toll charges included in the aggregate of one hundred eighty dollars thirty-two cents (\$180.32), found in respondent's Exhibit No. 2, arises from tolls passing beyond Patten. It is obvious that the removal of the 6.9 mile limit would be negligible if all of these toll charges are to points beyond Patten, for, in that case, the toll charges would still be collectable.

As the present restriction of exchange service area for the subscribers on the Patten-Trout Brook Line appears to be discriminatory we shall order its removal. In the event that the respondent shall feel, after a reasonable trial, that it desires to file a motion for the re-opening of this case, we suggest that it be prepared to furnish us a classification of its toll charges indicating the proportion of tolls to points beyond Patten. We predicate our determination partly upon the fact that for the year 1922, in its return to this Commission, the company reported its Plant and Equipment as valued at sixty-four thousand five hundred thirty-one dollars eighty-three cents (\$64,531.83). It is charging annually a depreciation fund of 5% on sixty thousand dollars (\$60,000). Its revenues and expenses exclusive of taxes for the year ending December 30, 1922, were:

“Exchange Revenue	\$16,912.22
Toll Revenue	7,280.26
Miscellaneous Revenue	407.36
Station Removal and Changes	227.00

Interest	60.00
Against this is general depreciation of Plant and Equipment	\$3,000.00
Maintenance Expense	1,735.98
Operators' Wages	7,935.77
Other Traffic Expense	70.36
General Office Salaries	4,800.00
and other general expense which is not itemized	3,171.46

From these figures we cannot escape the conclusion that the respondent, regarded as an entity inclusive of the Patten-Trout Brook Line, is receiving sufficient income to afford it the revenues to which it is lawfully entitled. From nothing in the case does it appear that such a finding will impose an additional unreasonable burden upon the other users of the company's service or deprive the owners of the company of any lawful right. The Company is entitled to receive revenues to meet its reasonable operating expenses, depreciation and to provide for a fair return upon the property devoted to the public service. The patrons, on the other hand, owe the duty to the company to pay these requirements.

With respect to the charge of one dollar seventy-five cents (\$1.75) monthly rental against which so much protest has been raised, we may say that the statute provides that upon the filing of a schedule, the rates in such schedule become effective after thirty (30) days. They then may be attacked by petition or by action of this Commission. Until the filing of the present complaint January 10, 1923, no protest reached us in this matter with respect to the establishment of the rates filed December 1, 1919, effective January 1, 1920, and it would seem that such rates became the lawful rates of the company under the statute.

It is, therefore,

ORDERED, ADJUDGED AND DECREED

1. That, effective September 1, 1923, the area of the Patten exchange of the Katahdin Farmers Telephone Company shall be extended to include the Patten-Trout Brook

Line, so-called, for the interchange of local messages at the established exchange service rates, between the subscribers on the Trout Brook Line and the subscribers of the Patten exchange as at present constituted;

2. All messages to points beyond the limits of the Patten exchange area of the Katahdin Farmers Telephone Company originating on the Patten-Trout Brook Line shall be subject to the toll rates and other line charges as set forth in the toll rate schedule of the Katahdin Farmers Telephone Company on file in the office of said company and in the office of the Public Utilities Commission;

3. All messages originating with non-subscribers on the Patten-Trout Brook Line which terminate at other points on the Patten-Trout Brook Line, designated in the toll schedule of the Katahdin Farmers Telephone Company, or at stations in the Patten exchange or any other toll center of the Katahdin Farmers Telephone Company or companies connected therewith, shall be subject to the toll rates in effect as specified in Paragraph 2;

4. That prior to September 1, 1923, the respondent company file the necessary amendments to its schedule to make it conform to the provisions of this order.

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

In the matter of the applications of Portland Taxicab Company, J. No. 17, Fred E. Kellogg, J. No. 18, White Star Taxi Company, J. No. 19, William Franklin, J. No. 22, and Frank N. Bamberg, J. No. 35, applicants for certificates permitting operation of automobiles, jitney busses and auto stages for the carrying of passengers for hire, over regular routes between points in this state.

AUGUST 24, 1923.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.

Appearances: Mr. Philip H. Loveitt for Portland Taxicab Co.

Mr. Fred E. Kellogg, pro se

Mr. Leonard W. McDonald for White Star Taxi Co.

Frank N. Bamberg, pro se

Messrs. Verrill, Hale, Booth & Ives for Cumberland County Power & Light Co.

Mr. F. T. Grant for Boston and Maine Railroad Co.

The petitioners above named are applicants for certificates permitting operation by them of motor vehicles for the carrying of passengers for hire, over regular routes between points in this state, under the provisions of Chapter 211 of the Laws of 1923. Because of the fact that this group of petitioners seeks permission to operate between the same termini of Portland and Old Orchard, Maine, and presents for our consideration similar requests, the several petitions may be consolidated for convenience of discussion. Each petitioner, under the law, has filed, on a uniform blank, an application setting forth the name of the applicant, the allegation that the applicant desires to operate a motor vehicle over the public highway from one terminus to another, passing through and serving the points named in the application. Public hearing in each of these cases, after public notice prescribed by the Commission had been precisely complied with, was held in the Council Chamber of the City of Portland, on the nineteenth day of July of the present year.

The applicants, Portland Taxicab Company, J. No. 17, and Frank N. Bamberg, J. No. 35, contemplate the operation of their respective lines from Portland, traversing and serving South Portland, Scarborough, Pine Point and Old Orchard. The return trip covers the same points in reverse order. The applicants, Fred E. Kellogg, J. No. 18, and The White Star Taxi Company, J. No. 19, seek to serve the cities of Portland and South Portland, and the towns of Scarborough and Old Orchard, making a return trip over a similar route. The applicant, William Franklin, J. No. 22, and the applicant, Frank N. Bamberg, J. No. 35, are identical, except that the application is filed in the name of both Mr. Franklin, the proposed operator, and Mr. Bamberg, the owner. For the purposes of this discussion, these may be treated as one application.

Chapter 211 of the Public Laws of 1923 provides in Section 1:

"The Public Utilities Commission shall have jurisdiction over every person, firm or corporation operating any motor vehicle upon any public street or highway for the carrying of passengers for hire, provided the same are operated over regular routes between points in this state."

"Sec. 4. No person, firm or corporation shall operate such motor vehicle or vehicles on any street or highway in any city or town of this state, without obtaining from the Public Utilities Commission a certificate permitting such operation."

"Sec. 6. Any person, firm or corporation who operates an automobile for the purposes as set forth in section one of this act, without first obtaining a certificate from the Public Utilities Commission, or after said certificate has been revoked by the Public Utilities Commission, shall be subject to a fine of not less than ten dollars nor more than one hundred dollars, or by imprisonment for not less than thirty days nor more than ninety days, or by both fine and imprisonment."

The applicants state in their applications that in rendering the proposed service they will be in competition with the Boston & Maine Railroad, a steam railroad operating between Portland and Old Orchard, and with the Cumberland County Power and Light Company, lessee of the Portland Railroad Company, a street railroad operating between the same points. Both of the latter railroads were represented at the hearing and offered evidence concerning the present service for the carrying of passengers available to the public between the termini involved. The issue is, therefore, unequivocally presented to the Commission for its determination whether or not the proposed service shall receive the Commission's endorsement, embodied in an authorizing certificate, if it finds the present service to be reasonable, safe and adequate as required by statute. A corollary of this is: in the event that the Commission decides authority to operate should be confined to a number of the applicants fewer than all, who shall be preferred? The decision of the Commission must, of necessity, be mainly interpretive of economic principles rather than of legal rights and the economic balance must be as finely adjusted as the scales of justice in assaying the legal rights of litigants. We must proceed upon inquiry, with impartial regard to the rights of the public, of the existing utilities and of the applicants.

In dealing with this problem, we easily revert at once to the analogy of other methods of transportation obtaining in our state, towards which the legislature has previously addressed its thought.

The development of the great railroad systems in Maine has not been unlike that characterizing the origin and development of similar transportation systems throughout the United States. The application of steam for the carrying of passengers and freight by railroad, found conditions in America widely differing from those prevailing in Europe. Europe's population was already numerous. Cities and towns were already built, and the function of railroads was to bring them into closer connection. From the beginning, therefore, the policy of Great Britain in particular has been to restrict competition in the matter of

railroad construction. An established railroad was safe within the territory it served from competition. In America, on the other hand, the railroad was the vivifying force that brought cities and towns into being. Along the railroad right of way, settlements sprung up, as if by magic, and populations settled in places that had hitherto been foreign to human habitation. No effort was made to check this competition between railroads and as a result, steam railroads, particularly, laid lines paralleling other lines already in existence; and competition, so truly called "the life of trade," in commercial affairs, became the rule in the life of transportation. When railroads began to feel the withering effect of such a condition, economists began applying the adjective "destructive" to the word "competition," and the phrase "destructive competition" found its way into economic expression. While railroads were built largely from private capital, cities, towns and counties frequently made generous contributions to their building. These contributions from the public treasury were not always made with the expectancy of bringing a direct return, but were frequently made in the belief that such arteries of communication would quicken the pulse of trade and commerce with their indirect flood of benefit. Experience showed, however, that this was not always attained. Under the influence of competition, the weaker railroads frequently passed into the hands of receivers, who being under no necessity of earning dividends made rate concessions in their bid for business, and thus directly and quickly cut down the earnings of their more powerful competitors. Mergers or insolvency or cessation of operation were the inevitable consequences, for public utilities, as well as states, corporations and individuals, follow the same law governing income and excessive expenditure.

The growth of population in towns and cities demanded still another method of transportation—this time not linking distant towns and cities, but operating through the streets and avenues of communities; these were called variously horse cars, tramways and street railroads. Our own Maine statutes disclose most significantly the legisla-

tive attitude in dealing with the problem of competition between such latter utilities.

In 1893, our legislature passed its first general act entitled "An Act to regulate the organization and control of street railroads," being Chapter 268 of the Public Laws of that year. Previously to that time, charters especially organizing such corporations, defining their duties and powers, appear to have been the rule. The legislature, recognizing the application of electricity to urban and interurban transportation, erects certain standard requirements for the corporations desiring to render such service. The first act provided, in Section 6, that after the corporation had been organized it should present to the Railroad Commissioners a petition for approval of location, defining its courses, distances and boundaries. Provision was made for approval by the local municipal officers of the route and location as to streets, roads or ways, and after the local officers' consent had been obtained—or in its absence an appeal had been taken to the Supreme Judicial Court—these significant words appeared in the same section of the statute:

"Said Commissioners *shall* * * * * * upon presentation of such petition, endorse their approval thereon, and the corporation may then proceed with the construction of such road * * * * *"

It will be observed that the statute provides for the Commissioners' approval, apparently as a matter of course, for it says, "Said Commissioners *shall* * * * * * endorse their approval thereon * * *."

At the next session of the legislature, in 1895, this subject of the development of street railroads again receives legislative attention, and this particular section is amended by the following provision:

"Said (railroad) Commissioners shall, upon presentation of such petition, appoint a day for a hearing thereon, and the petitioners shall give such notice thereof as said Commissioners deem reasonable and proper, in order that all persons interested may have an opportunity to appear and object thereto. If the Board of Railroad Commis-

sioners, after hearing the petition, shall, subject to the provisions of Section 9, approve the proposed location, *and find that public convenience requires the construction of such road, it shall endorse its approval on the petition, and the corporation may then proceed with the construction of such road.*"

Through subsequent amendments to and including the existing law found in Chapter 58 of the Revised Statutes of 1916, this same provision continues, empowering, but not requiring, first the Railroad Commission but now the Public Utilities Commission, to grant its certificate, if the location be approved and it be determined that public convenience requires the construction of such road.

It will thus be seen that, while in the early years of street railroad construction, provision was made that the Railroad Commissioners *shall endorse their approval*, in the latter days, after development has been more extensive and competition became imminent, discretion is given to the regulatory authorities in determining where competition shall be prevented from becoming the destructive competition of previous times and experience.

A new era is now at hand in transportation; we have now come to the motor vehicle period, characterized by agencies conveying passengers from one point to another with speed, comfort and safety—one of the miracles of our modern day. We may assume confidently that the Legislature is mindful of the experience of the past as it charges this Commission with the duty of expressing under the sanction of law whether these new agencies of transportation shall be permitted to thrive, if their prosperity be gained at the expense of other existing utilities whose regulation has been assumed by the State.

Old Orchard is a town in York County located 12 miles from Portland. It has a normal population, according to the census of 1920, of 1164 persons, which is greatly increased during the summer season on account of its widely established reputation as an attractive summer resort. It is at present receiving service from the Boston & Maine Railroad according to the following schedule:

WEEK DAYS.

Lv. Portland	A.M.	A.M.	A.M.	A.M.	P.M.	P.M.	P.M.	P.M.	P.M.	P.M.	P.M.	P.M.
Ar. Old Orchard.....	6.00	k6.30	8.30	8.50	12.10	12.20	2.10	4.42	A5.30	5.50	6.05	8.45
	6.23	k6.54	8.55	9.11	12.30	12.42	2.36	5.06	A5.53	6.14	6.25	9.05
Lv. Old Orchard.....	A.M.	A.M.	A.M.	A.M.	P.M.	P.M.	P.M.	P.M.				
Ar. Portland.....	4.42	6.29	8.37	11.03	3.30	5.07	7.11	A8.27				
	5.05	6.52	9.00	11.25	3.55	5.30	7.35	A8.50				

SUNDAYS

Lv. Portland.....	A.M.	A.M.	A.M.	P.M.	P.M.	P.M.	P.M.	P.M.	P.M.	P.M.	P.M.	P.M.	P.M.	
Ar. Old Orchard.....	8.00	8.30	c9.45	12.25	c12.50	c1.55	3.30	4.00	4.40	5.00	b5.30	c6.00	8.00	8.45
	8.24	8.55	c10.09	12.48	c1.14	c2.19	3.55	4.20	5.03	5.20	b5.53	c6.23	8.20	f9.05
Lv. Old Orchard.....	A.M.	A.M.	A.M.	A.M.	P.M.	P.M.	P.M.	P.M.	P.M.	P.M.	P.M.	P.M.		
Ar. Portland.....	8.32	10.15	11.08	c11.56	12.08	c1.30	e2.30	3.30	5.07	b8.10	8.27	c9.30		
	8.55	10.38	11.30	c12.22	12.30	c1.55	e2.55	3.55	5.30	b8.35	8.50	c9.55		

k—Saturday only, until Sept. 1, inclusive.
 A—July 2 and Sept. 3.
 b—July 8 to Aug. 26, inclusive.
 c—Discontinued after Sept. 2.
 f—Flag stop.

It will thus be seen that 10 trains are daily leaving Portland for Old Orchard and 7 trains are returning. This does not include the Sunday schedule when there are 14 trains from Portland to Old Orchard and 12 trains returning. Additional to this, Old Orchard is receiving from the Portland Railroad Company, service by electric street railway in half-hourly trips, leaving Portland in the morning at 7.35 and running continuously in both directions to 11.15 at night. The last car leaves Old Orchard for Portland at five minutes past 12 (midnight). The rate of fare, if tickets are purchased, is 40 cents. There has been no complaint on the part of the patrons of either the steam or the street railroads that the existing service is inadequate. At the hearing, not a voice was heard asking for more frequent or different service by the utilities. Adequate service is enjoined by statute from all the public utilities of this State and it has frequently been ordered by this Commission against the protests of the utilities that additional service would not be remunerative. According to the evidence at the hearing the electric railroad is being operated at a loss. For the first six months of the calendar year 1923, the company failed to earn its operating fixed charges and rental by the amount of \$5,252.79. This relates to the entire system, and making especial reference to the Old Orchard service, it was in evidence that from the first of June until after Labor Day only, is this branch of the railroad self-supporting. In September and November there is a gradual falling off of passengers and in the months of December and January of the years 1920 and 1921, investigation by the company showed that there was an average of less than three passengers per trip between Dunstons (a station in Scarborough) and Old Orchard, which did not pay the expense of operation. The manager of the road testified that the winter presented a very serious problem of keeping the road open; that during such period the line was used regularly by a few school children but that the company does not receive revenue enough to pay for the operation of this branch of the road except from the middle of June until after Labor Day.

This accentuates and brings home the very acute prob-

lem that is facing street railway companies not only in Maine but throughout the United States. Reports of other commissions show that this problem is by no means local and various communities have sought different remedies to prevent the street railways from ceasing business entirely. Among other methods have been the abatement of taxes, subsidies, relief from the necessity of repairing the streets between the car tracks, and in some instances the cities themselves have assumed the operation of the street car line service. Viewing the situation, therefore, with the knowledge of these facts in our minds, we are constrained to regard the paramount principle upon which we shall determine these cases to be the welfare of the community as a whole. The fact that the local street railway company may not derive the income it expects or that it is being operated at a loss in certain districts, is not alone sufficient reason for refusing to grant certificates to competing motor vehicles. On the other hand, the mere desire of the operator of a motor vehicle to provide himself with lucrative business during the summer season should not be sufficient to place in his hands an agency of destruction of the street railroad system. The duty of refusing certificates in this case and of thus depriving people, who would prefer to travel by motor vehicle, of the privilege of doing so, savors so strongly of paternalism in government that one's mind instinctively shrinks from it. The problem, however, is squarely presented in these cases whether or not a regularly organized and operated railway service conducting its business for seven days a week and for twelve months of the year under the control of this Commission and under the duty imposed by our state law that its facilities shall be reasonable, adequate and safe, shall be protected from a harmful competition that exists only during the summer months, and which ceases when the traffic diminishes by the passing from our border of the numerous tourists who make our community their homes during such summer months. We do not place our decision upon the basis that railroads are obliged to operate and maintain expensive rights of way while these motor vehicles pass along the state highways provided by common contribution

from the people of our state, because the highways of the state are the common property of all our citizens, and the rights of the operators of these motor vehicles in that respect must not be abridged except by the legislature itself. We must not be unmindful of the fact that many of our citizens have invested their money in these railroad systems and that investors of the future will not entrust their money to public utilities if such utilities, having been constructed, may be destroyed at will by those whose competition with them is transitory in character but fatal in its effect. We are not swayed by consideration of the fact that the employees of the Portland Railroad Company not long ago voluntarily submitted to a reduction of their wages in order that the company might continue its service. This act upon their part would be rendered nugatory and futile if the method by which they earn their daily living is to be undermined and destroyed by a force whose powers of destruction have been demonstrated in states other than our own to be certain and effectual. Competition which brings life and force and incentive to ordinary industry cannot truthfully be said to be invariably desirable in the conduct of public utilities which in their nature, although owned by private individuals, are dedicated to the use of all the citizens of the community and governed in many ways by the state itself. Public utilities must of necessity be limited in number in any given community in order to be at all remunerative and hence able to attract capital for maintenance and development. This has been recognized as the policy of this state since the enactment of the Public Utility Law in 1914 when the state assumed to regulate the rate of return which such utilities may earn upon the property devoted to the service of the public. There may be exigencies when competition must be the exception to the rule, for industry must not wither by the slothful enterprise of those controlling existing utilities.

In the pending cases the proposed motor vehicle service would run practically parallel with the street railway service. At the present time, there seems to be no dependable, stable and permanent method of urban transportation comparable with street railway service which is under the

necessity of working seven days in the week and three hundred sixty-five days in the year. In a recent rate case, this commission had occasion to examine the affairs of the Portland Railroad Company and found the testimony of the manager, submitted in the instant case, that the road has been running at a deficit to be fully substantiated. The Michigan Commission recently authorized a street railroad operating in the cities of Muskegon and Muskegon Heights to discontinue operation unless these cities would eliminate jitney competition along lines traversed by the street railway company—P. U. R. 1922 B 262.

We fully appraise the modern agencies which the inventive genius of our day has made possible in transportation. New highways constructed at great expense and linking the various parts of our great country invite the coming of the automobile tourist, but, reflecting upon the consequences of a discontinued street car service, we are convinced that the general welfare of all the people requires a firm purpose in refusing to grant the petitioners' request for certificates permitting them to operate. We believe the goal to be sought is the furnishing of a high quality of service by utilities which shall be permitted to earn a fair return upon their property used and useful in the public service, and as a consequence of this we believe that the existing utilities must be protected from unrestricted competition that is proving already to be harmful and may prove to be ruinous. This view is in line with the economic thought of those of other states charged with the responsibility of solving this same problem, as will be apparent by a reading of the following cases:—

- New York: The New York Central and Hudson River R.R. Co. vs. The Auburn Interurban Electric Railroad Co. 178 N. Y. Rep. 75.
 The New York Central and Hudson River R.R. Co. vs. Public Service Commission. P. U. R. 1920 B 350.
 Brooklyn City Railroad Co. vs. Whalen. 182 N. Y. Supp. 283 (229 N. Y. 570 affirmed).

- Public Service Commission vs. Booth. 156
N. Y. Supp. 140.
Re Petition of Gray P. U. R. 1916 A 33.
Re Ashmead et als P. U. R. 1916 D 10.
- Connecticut: Re City of Bridgeport P. U. R. 1922 B 1933.
- Michigan: Re Duluth St. Railway Co. P. U. R. 1916
D 614.
- Pennsylvania: Re Allegheny Valley S. R. Co. vs. Greco
P. U. R. 1917 A 723.
- Washington: City of Spokane vs. Washington W. P. Co.
P. U. R. 1921 D 771.
- Wisconsin: Re Wisconsin Gas & Electric Co. P. U. R.
1918 E 760.
- California: Re Wilson & Co. P. U. R. 1920 C 635.
Highway Transport. Co. P. U. R. 1921 C
719.
Palo Verde & Imperial Valley Transporta-
tion Co. P. U. R. 1920 C 619.
- Colorado: Re Donovan P. U. R. 1921 D 488.
- New Jersey: Re Public Service Railway Co. P. U. R.
1921 D 640.
- Arizona: Re Union Auto Transportation Co. P. U. R.
1922 A 600.
- Oregon: Re Portland Railway Light & Power Co.
P. U. R. 1920 C 428.
- Illinois: Re People's Motor Bus Co. P. U. R. 1918
C 903.
- Massachusetts: Re Union Street Railway Co. P. U. R.
1919 C 900.

Accordingly, having maturely considered the issues in-
volved in the request of the petitioners, we deny the same
and it is

ORDERED, ADJUDGED AND DECREED

that the petitions be dismissed.

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Petition by municipal officers of the Town of Orono relative to alteration of crossing.

R. R. No. 1021. SEPTEMBER 6, 1923.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.

Appearances: Donald F. Snow, Esq., for Mr. Fred C. Park

Fellows & Fellows for Mr. Frank P. Tenney
George E. Thompson, Esq., for Municipal Officers of Orono

Terence B. Towle, Esq., for Forrest G. Lancaster

Mr. J. H. Stinchfield, for International Paper Co.

Charles H. Blatchford, Esq., for European and North American Railway and Maine Central R.R. Co.

Mr. H. W. Daggett for Bangor Railway & Electric Co.

Mr. John T. Kelliher for Mr. James F. Kelliher

Mrs. Alice Hatch, pro se.

Mr. Frank B. Wilson, pro se.

Petition by Municipal Officers of the Town of Orono in the County of Penobscot, dated August 2nd, 1923, representing that a public way in said Orono known and called Bridge Street is crossed at grade by a certain railroad track owned by the European and North American Railway Company and leased and operated by the Maine Central Railroad Company and further alleging that public safety requires an alteration in said crossing.

Public hearing was held at the Town Hall in said Orono on the twenty-first day of August, 1923, at two (2) o'clock in the afternoon, standard time. The clerk of the Commission was ordered to give notice of said hearing to James F. Kelliher of Bangor, Maine; Fred C. Park, Frank

P. Tenney, Forrest G. Lancaster, Mrs. Alice Hatch and William Luro, all of Orono, Maine; European and North American Railway Company; Maine Central Railroad Company; Bangor Railway and Electric Company; Bangor Power Company; International Paper Company; the Town of Orono; the Attorney General of the State of Maine and the State Highway Commission, ten (10) days at least before the date of said hearing. This order was precisely complied with.

Clarity of understanding requires a mental picture of the premises we are considering. The highway, called Bridge Street, is located in the town of Orono and runs nearly in a north and south direction: this direction is actually a few degrees east of north, but for the purposes of this case we shall refer to it as coursing north and south.

At the southerly bank of the Stillwater River, Bridge Street debouches into a bridge crossing this river, which bridge is, in effect, a continuation northerly of Bridge Street itself. The railroad crossing we are asked to order changed is of the European and North American Railway Company but is operated and controlled by the Maine Central Railroad Company as a part of its system; this track is a spur track crossing Bridge Street at almost right angles, and therefore running east and west. The level of the track and of Bridge Street itself at this crossing is about three and eight-tenths (3.8) feet lower than the level of the floor of the bridge, thus making what the witnesses referred to as a "dip in the road," at a point about one hundred ten (110) feet southerly from the southerly end of the bridge. From this crossing, Bridge Street rises southerly up a hill known locally as Ferry Hill. Tracks of the Bangor Railway and Electric Company, an electric street railroad, pass along the easterly side of Bridge Street, down Ferry Hill and across the bridge.

Upon the easterly side of Bridge Street and lying just southerly of the Maine Central tracks is a building owned by Mr. Fred C. Park, the westerly (or Bridge Street) wall of which is approximately thirty-three and five-tenths (33.5) feet distant from the center of Bridge Street. This westerly wall is twenty-four and five-tenths (24.5) feet

distant from the easterly side line of the concrete crown or surface of Bridge Street, which concrete crown will be eighteen (18) feet wide if the present plans be executed. The most northerly wall of Mr. Park's building is about eight (8) feet from the southerly rail of the Maine Central tracks as they pass along from Bridge Street easterly. These eight (8) feet afford a driveway or storage area between Mr. Park's building, now used as a garage, and the Maine Central Railroad track. Adjoining Mr. Park's lot on the south and being located also on Bridge Street is the property of Mr. Frank P. Tenney which is about seventy-four (74) feet southerly of the Maine Central tracks measuring southerly along the easterly side of Bridge Street. Upon the opposite or westerly side of Bridge Street is the building of Mr. Kelliher, sitting near the sidewalk and separated on the north from the Maine Central tracks by a passage way ten (10) feet in width which parallels the steam railroad tracks. Upon this passage way, to the west, is the house of Mr. Forrest G. Lancaster lying westerly of Mr. Kelliher's house and about two hundred fifteen (215) feet from the center line of Bridge Street. Next to the Lancaster house upon this same passage way is the house of Mrs. Alice Hatch situated about five hundred (500) feet from Bridge Street.

The entire scene of our inquiry is the slope towards the Stillwater River, known as Ferry Hill.

Directing our attention again to Bridge Street, it will be found from the evidence that the highest point of the hill on Bridge Street (called by engineers the vertex) is at a distance of about seven hundred seventy (770) feet southerly from the point where the center line of the Maine Central tracks coincides with the center line of Bridge Street. This vertex is approximately thirty-three (33) feet higher vertically than the center of the Maine Central tracks at the crossing; passing from this vertex downward towards the Stillwater River, Bridge Street (or Ferry Hill) is at a grade denominated by the engineers a—10.75% grade, as it is proposed to be established. The present grade is approximately fourteen per cent. (14%).

The petitioners seek an order compelling the Maine

Central Railroad Company to elevate its tracks about two and four-tenths (2.4) feet, thus leaving the tracks, after said elevation, one and four-tenths (1.4) feet lower than the level of the bridge. The purpose of this is obviously to diminish the grade of the hill. The statute, however, limits our power to act to such instances where abolishments, alterations, changes or removals are required to be made for public safety.

It may not be amiss briefly to narrate the circumstances attending the present petition. The State and Federal Governments having united in the construction of a highway from Bangor to Old Town did not complete the section in Orono owing to the lack of financial appropriation. The citizens of the latter town, at a special town meeting, appropriated money and appointed a committee for the purpose of building the highway along Bridge Street to the bridge crossing the river. At the time of the hearing, August 21st, it was in evidence that about a month previously to that date the town of Orono, acting in pursuance of its plan of constructing the improved highway, had placed upon its surface numerous loads of subsoil whose purpose and effect were to raise the highway nearly to the desired level where it would conform to that of the bridge and eliminate the "disagreeable dip." This subsoil in the highway is to be crowned with concrete seven (7) inches in thickness, sloping from the center line of the road a distance of nine (9) feet on either side. The subsoil was deposited only upon the westerly side of the street, leaving the tracks of the Bangor Railway and Electric Company unaffected at present, but the deposit was placed upon the highway to a point a few feet southerly of the Maine Central tracks. Taking the condition of the highway as we find it on the day of the date of the petition, August 2nd, which condition was unchanged at the time of the hearing, we find that the grade of the street was nearly two feet above the level of its former surface and nearly two feet above the rails of the Maine Central Railroad. We face, therefore, the simple question of allowing this declivity from the surface of the street as established and partially constructed to remain, or to require the railroad

company to raise its tracks to the new grade established by the Town, or to order restoration of the highway to its former or a similar condition to meet the requirement of public safety.

The situation as it existed at the time of the hearing requires for public safety an alteration, and we shall order that the railroad track be raised to the level of the street as contemplated and partly constructed, approximately two and four-tenths (2.4) feet above its present grade. Specifically, we find that public safety requires the raising of the tracks of the Maine Central Railroad Company at this place to a grade about two and four-tenths (2.4) feet above their present grade, so as to make them conformable to the grade of the street. We do not deem it necessary or relevant to decide whether public safety would have required an alteration in this crossing as it existed prior to the raising of the grade of the highway by the Town. The conscientious engineer acting for the town refused consistently to commit himself to the proposition that the highway in its former condition was dangerous. In his testimony, Professor Leavitt said—

“I wouldn't say it (the highway) was absolutely dangerous but it was very disagreeable for traffic.”

He expressed the opinion that the condition was dangerous for fast driving and by way of explanation said—

“There was a very disagreeable dip.”

On cross-examination he further said, in answer to the interrogatory—

“Is there any real reason for the changing of that highway other than it would make a better road?”

Answer—“No, I think not.”

Let it be understood this opinion related to the highway before the town raised the grade and by such raising created the condition necessitating the changes we determine to be required by public safety.

This brings us to a discussion of what, if any, special damages are to be awarded under the statute. The statute upon which the petition is predicated is Section 34 of Chapter 24 of the Revised Statutes, originally enacted as Chapter 147 of the Laws of 1913 and entitled—

"An Act for the Abolishment of the Grade Crossings of Railroads." The 1915 amendments, found in Chapter 325 of the Laws of that year, were principally formal amendments. The Laws of 1917, by Chapter 38, struck out the first twenty (20) words of the act, as amended, and substituted therefor—

"Any railway company or the municipal officers of a city or town in which a public way crosses or is crossed by a railroad, whether such crossing be at grade or otherwise."

The same act also struck out in the sixth line the words

"not at grade."

The effect of these two later amendments was to make the statute indubitably applicable to crossings at grade and brings the situation before us within its terms.

We have already stated that at the times of the petition and hearing, the grade established by the town was somewhat higher than the original surface of the road. This change of grade extended along the highway to a point on Bridge Street a few feet southerly of the Maine Central tracks and about opposite the northerly wall of Mr. Park's building and entirely northward of the buildings of Mr. Kelliher, Mr. Tenney, Mr. Lancaster and Mrs. Hatch. The land of Mr. Park, lying between the northerly wall of his building and the Maine Central tracks is unaffected by the work thus far done by the town. This portion of Mr. Park's land, having a width according to Professor Leavitt of eight (8) feet, may be used as a driveway or storage area. The Maine Central tracks when raised will leave this driveway or storage area about two feet lower than the track, making filling and grading seemingly necessary.

The statute provides:

"The Commission shall determine and fix * * * the special damages which the owner of land adjoining the public way may sustain by reason of any change in the grade of such way."

Does this mean literally what it says, with its incapable sequence that if a town raise the grade of a way

which crosses a track, and, having created a dangerous condition in the highway, upon application to this Commission secures an order forcing a public utility to raise its tracks, all abutting owners upon that way, even for a distance of a quarter or half a mile removed from the railroad crossing, shall receive damages, or does it make incumbent upon the Commission the fixing of damages that flow out of the changes ordered by the Commission? Shall it be interpreted as if it read:

“The Commission shall determine and fix the special damages which the owner of land adjoining the public way may sustain by reason of any change in the grade of such way arising from the order of the Commission?”

The statute ordains that:

“The Commission shall determine what abolishment, alteration, change or removal, if any, shall be made for public safety,”

and then adds the provision we have already quoted.

We incline to the interpretation that it is for special damages arising from our determination, what abolishment, alteration, change or removal shall be made for public safety, which, of course, would include damages to abutting owners on the highway, if we ordered the grade of the highway changed, that we make appraisalment. The consequences of the other literal interpretation might entail such heavy damages as to defeat the very purposes of the act, for the statute requires our certificate that the probable benefit to the public will warrant the order and the expense resulting therefrom and that the order can be complied with without exceeding the state appropriation available therefor. Upon this basis we shall proceed to assess damages.

We have considered the evidence relative to the property of Mr. Kelliher, Mr. Tenney, Mr. Lancaster and Mrs. Hatch, and we find they are entitled to no payment for damages occasioned by the changes ordered by the Commission. Such damages, if any, as result from changes in

the grade of the highway made by the Town of Orono itself are provided for by another statute with which we are not concerned.

With especial reference to Mr. Park's special damages, we find that certain grading and filling will be required in the area or driveway immediately north of the northerly line of his building and we award to him for that purpose as special damages the sum of one hundred dollars (\$100), basing it upon his own evidence that the grading of his entire lot, inclusive of portions other than this driveway or area, will cost two hundred eight dollars (\$208). We especially exclude from this award such damages, if any, as may be the resultant of the change of the grade of the highway adjoining Mr. Park's property by the action of the Town or Orono. The Bangor Railway and Electric Company, according to the statement of their representative at the hearing, offer no objections to the raising of their own track at their own expense. We apportion no damages and expenses to be paid by them under Section 38 of Chapter 24 of the Revised Statutes.

The land adjoining the highway on the east, lying northerly of the Maine Central Railroad Company's tracks, which constitutes the bank of the river, is owned by Mr. Park, and we find, from his own evidence, that no special damages will be sustained by him with respect to this land by reason of the alterations herein ordered.

The land adjoining the highway on the west, lying northerly of the Maine Central Railroad Company's tracks, forming the river's bank at that point, is owned or occupied by the International Paper Company and we find no special damages sustained by the owner or owners of said land by reason of the alterations herein ordered.

We certify that we are satisfied that the financial condition of the Maine Central Railroad Company, operating the railroad in question, will enable said corporation to comply with our order and that the probable benefit to the public will warrant the order and probable expense resulting therefrom, and that said order can be complied with without exceeding the state appropriation available therefor.

It is, accordingly,

ORDERED, ADJUDGED and DECREED

(1) That public safety requires that the tracks of the Stillwater Branch of the Maine Central Railroad Company traversing Bridge Street in the town of Orono, aforesaid, at a distance of about one hundred ten (110) feet southerly of the bridge crossing the Stillwater River, be elevated a distance of approximately two and four-tenths (2.4) feet to conform with the surface of said Bridge Street as constructed by the Town of Orono;

(2) That the aforesaid tracks be elevated at said crossing a distance of approximately two and four-tenths (2.4) feet above their present level in a way that shall harmonize with the surface of said Bridge Street as constructed by said Town of Orono, by the Maine Central Railroad Company, which is hereby directed to make said alteration required by the terms of this order and report the cost thereof in detail to this Commission for its certificate for final apportionment;

(3) That the said Town of Orono be, and it hereby is, directed to make the alterations in said Bridge Street immediately contiguous to said tracks in such a manner as to produce a proper surface of said highway at said point;

(4) That the sum of one hundred dollars (\$100) be, and the same hereby is, awarded to Mr. Fred C. Park for special damages sustained by him by reason of the change in the grade of the crossing hereby ordered; said sum shall be paid in the proportion of sixty-five per cent. (65%) thereof by the Maine Central Railroad Company; twenty-five per cent. (25%) by the State of Maine from the fund especially appropriated for such purpose, and ten per cent. (10%) by the Town of Orono. The said Fred C. Park shall file a statement with said Maine Central Railroad Company and the Treasurer of the State of Maine and the Treasurer of the Town of Orono, that the property damaged by the requirements of this order is his property and had not been transferred, conveyed or alienated prior to the date on which said damages are sustained;

(5) That no damages will be sustained by any person by the taking of land and no special damages by owners of land adjoining the public way will be sustained by reason of any change in the grade thereof, except by the said Fred C. Park as hereinbefore specified;

(6) That the Public Utilities Commission is satisfied that the financial condition of the Maine Central Railroad Company, operating the railroad in question, will enable said corporation to comply with this order and that the probable benefit to the public will warrant said order, and the probable expense resulting therefrom, and that said order can be complied with without exceeding the state appropriation available therefor;

(7) That the expenses of said alterations be borne as follows:—

65% thereof by the Maine Central Railroad Company

25% thereof by the State of Maine, and

10% thereof by the Town of Orono;

(8) That the Chairman of the Board of Selectmen of the Town of Orono and the said Maine Central Railroad Company report to this Commission the completion of the work;

(9) That said work be begun and completed within a reasonable time from the date of this order.

STATE OF MAINE

PUBLIC UTILITIES COMMISSION

Petition of Municipal Officers of town of Orono relative to alteration of crossing.

R.R. No. 1021. JANUARY 11, 1924.

Re assessment of cost.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.

On Sept. 6, 1923, the Public Utilities Commission issued its order and decree in the above entitled matter requiring certain changes and alterations to be made at the crossing of Bridge Street by the tracks of the Stillwater

Branch of the Maine Central Railroad Company in part as follows:—

“That public safety requires that the tracks of the Stillwater Branch of the Maine Central Railroad Company traversing Bridge Street in the town of Orono, aforesaid, at a distance of about 110 feet southerly of the bridge crossing the Stillwater River, be elevated a distance of approximately 2.4 feet to conform with the surface of said Bridge Street as constructed by the town of Orono.”

The Maine Central Railroad Company by the terms of the order, was directed to make said changes and alterations and report the cost thereof in detail to this Commission for its certificate for final apportionment. Under the decree of said Commission the expenses of the changes and alterations are to be borne as follows:—

65% thereof by the Maine Central Railroad Company
25% thereof by the State of Maine, and
10% thereof by the Town of Orono.

The Maine Central Railroad Company under date of December 13, 1923, filed a written statement advising the Commission that the alterations and elevation of its Stillwater branch track over Bridge Street in the town of Orono, have been completed in accordance with the requirements of the decree, and submitted a detailed statement of costs amounting to \$1,668.27. The work has been inspected by the Commission and found to be in accordance with the decree aforesaid. The itemized bills of the Maine Central Railroad Company have been examined and found to be reasonable.

By the terms of the order Mr. Fred C. Park was awarded special damages as hereinafter specified sustained by him by reason of the change in the grade of the crossing. Said Park was to file a statement with said Maine Central Railroad Company, and the Treasurer of the State of Maine and the Treasurer of the town of Orono, that the property

damaged by the requirements of the order is his property and had not been transferred, conveyed or alienated prior to the date on which said damages were sustained. Said Park has complied precisely with that portion of the order.

It is therefore

ORDERED, ADJUDGED and DECREED

(1) That the cost of the changes and alterations made at the Bridge Street crossing with the tracks of the Stillwater Branch of the Maine Central Railroad Company in the town of Orono by the order of this Commission, dated Sept. 6, A.D. 1923, under Chapter 24, Section 34, of the Revised Statutes, for which the Maine Central Railroad Company is entitled to reimbursement in the manner and to the extent hereinafter specified, is 35% of \$1,668.27, to wit:—the sum of \$583.90; that Mr. Fred C. Park is entitled to special damages, in the manner and to the extent hereinafter specified, in the sum of one hundred dollars (\$100).

(2) That 25 per cent. of \$1,668.27, to wit:—the sum of \$417.07 be paid to the Maine Central Railroad Company by the State of Maine from the sum provided for the abolition of grade crossings; that 10 per cent of \$1,668.27, to wit:—the sum of \$166.83 be paid to the Maine Central Railroad Company by the town of Orono;

(3) That 65 per cent. of \$100, to wit:—the sum of \$65 be paid to Mr. Fred C. Park by the Maine Central Railroad Company; that 25 per cent. of said amount, to wit: the sum of \$25 be paid to said Park by the State of Maine from the sum provided for the abolition of grade crossings; and 10 per cent. of said sum, to wit:—the sum of \$10 be paid to said Park by the town of Orono.

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Waldoboro Water Company; complaint against itself, re rates.

F. C. No. 380. OCTOBER 22, 1923.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.
Appearances: Harold R. Smith, Esq., for Waldoboro
Water Company.

Arthur S. Littlefield Esq., for the Paragon
Button Corporation.

H. P. Mason, Esq., for the inhabitants of
the Town of Waldoboro.

The Waldoboro Water Company, a corporation organized under Chapter 417 of the Private and Special Laws of 1907, a public utility under the jurisdiction of this Commission, complains against itself and alleges that its rates both for municipal and domestic service, and its present practice of supplying water to the Paragon Button Corporation, without compensation, are unreasonable, unjust, inadequate and unjustly discriminatory; that the utility fails to earn the fair return permitted by law and to provide for proper depreciation.

On this complaint, a public hearing was held at the Selectmen's Office in the Town of Waldoboro on December 13, 1921, at 8.30 o'clock in the forenoon. Notice of said hearing was proved to have been given as ordered, and the appearances were as above stated.

At this hearing, the complainant introduced evidence of its income and expenses and, also, as to the supplying of water to the Paragon Button Corporation without compensation. Said evidence, however, and the data furnished were not sufficient for a thorough understanding of the case, and it was accordingly agreed that more detailed information concerning the income and expenses of the company, as well as the record evidence of the titles relied upon by both parties, should be filed with the Commission.

Additional information was accordingly afterwards submitted in the form of data furnished by the water company to the Accounting Department of the Commission, but it was still apparent that the Commission did not have sufficient information on which to base a finding.

After notice, therefore, and with the consent of all the parties interested, a further hearing was held at Clark's Hall in the Village of Waldoboro, on July 11, 1922, at 10.30 o'clock in the forenoon. The Waldoboro Water Company was represented by Harold R. Smith, Esq., and the Paragon Button Corporation by Arthur S. Littlefield, Esq.

At this latter hearing, further evidence was presented relating to the income and expenses of the company, and additional exhibits were filed. Since the hearing, certified copies of the deeds relied upon by both parties for their respective titles to their property, and upon which rest the claims of the water company and the Paragon Button Corporation, as to the supplying of water, have been filed with the Commission to be considered as a part of the evidence. Briefs have also been filed by counsel.

The complainant company began business about 1909 and has since been supplying water to the inhabitants of Waldoboro for domestic and municipal purposes. Its sources of supply are three wells located on a hill near the village south of Friendship Street, one of which is a flowing well; from the others the water is pumped.

Prior to the year 1920, practically all the pumping required was done by means of windmills, but in that year these not being sufficient to meet the requirements made upon the Company by increased and increasing demands for service, it became necessary to operate the pumps by a gasoline engine for a considerable portion of the time, which greatly increased the cost of operation. Later, the Company installed an electric pump which has proven to be more economical and efficient than the gasoline pump.

On October 3, 1908, the Water Company received from the town and one Randall, owner of the fee, a deed of certain rights in a reservoir and pipe line theretofore used in connection with the shoe factory. The deed contained cer-

tain provisions for the use of water by the shoe factory which we shall later consider.

On May 2, 1910, the town of Waldoboro conveyed to D. C. Rood the shoe factory property, together with the rights arising under the provisions of the aforesaid deed from the town to the Water Company. After receiving the deed from the town, the Water Company took possession of the reservoir and pipe line, connected the pipe line with its own system, greatly enlarged the reservoir and made certain other improvements in its facilities for fire and other service, and ever since has continued to use the reservoir and pipe line as a part of its own system.

The Water Company, since the date of the town's deed, has supplied the shoe factory with water, without charge, whenever the factory has been operated, and has likewise supplied its successor, the Paragon Button Corporation, with water, without charge, since this latter corporation has occupied the shoe factory property.

The Water Company alleges in its complaint that its revenue is insufficient to pay its operating expenses, fixed charges, and a fair return upon the fair value of its property, used and useful in its service to the public, and it asks for certain increases in its present rates and also asks that rates be established for the service furnished to the Paragon Button Corporation.

We have, therefore, to consider in this case:

- (a) Whether the needs of the Company require more revenue, with a consequent increase in existing rates, and
- (b) Whether a rate should be fixed for the service furnished to the Paragon Button Corporation.

The fixed capital claimed by the Company as of December 31, 1922, is twenty-five thousand nine hundred forty-two dollars eighty-four cents (\$25,942.84). Although no valuation of the Company's property has recently been made, an examination of the records on file with the Commission and information received at the hearings in this case indicate that the present fair value of the Company's property which is used and useful in its service to the pub-

lic is not less than the amount of fixed capital set up on the books of the Company, and for the purposes of this case we shall consider that amount as the sum on which the Company is entitled to receive a fair return.

While the recent past operations of the Company have produced sufficient revenue to cover operating costs and fixed charges, including depreciation, they have failed to produce sufficient revenue to yield the "fair return" to which the Company is entitled, so that it appears the Company has, in fact, failed to set aside a yearly depreciation reserve. This item is continuous and becomes one of the factors in the making of reasonable rates for services furnished. The Company's operating revenues and expenses for the past three years were:

	1920	1921	1922
Operating Revenues	\$2,109.58	\$2,330.83	\$2,617.82
Operating Expenses	1,183.35	1,325.73	1,310.16
	<hr/>	<hr/>	<hr/>
Total Operating Income	\$ 926.23	\$1,005.10	\$1,307.66
Non-operating Income	15.71		87.50
	<hr/>	<hr/>	<hr/>
	\$ 941.94	\$1,005.10	\$1,395.16

Had the company set up a depreciation reserve, its operating expenses would have exceeded those shown in past years. While the total operating expense for 1922 is slightly lower than that for the preceding year, this is accounted for by reason that the pumping expense for 1922 shows a decrease of \$427.00, as compared with 1921. As an offset to this saving it is, however, shown that the 1922 costs for maintenance of pumping station equipment and law expenses exceeded those of 1921 to the extent of two hundred sixty-eight dollars (\$268.00). It may reasonably be expected that the latter amount will be diminished, if not entirely eliminated, in the future.

It is reasonable that an item based on one and one-half per cent. of the fixed capital should be allocated to a depreciation reserve. This would produce a yearly charge of approximately three hundred ninety dollars (\$390.00) and increase the operating expenses to that extent. Our study

of the various operating costs leads us to believe that with the additional depreciation charge, the total yearly operating expenses will be not less than \$1,500.00.

The company in its proposed schedule of rates seeks to establish an increase of one dollar (\$1.00) for first faucet and hand hose services, and two dollars (\$2.00) for bathtubs, and rates for fixtures not now subject to a charge. It is also the intent of the Company to charge, at meter rates, the Paragon Button Corporation for water service rendered it, except for the hydrant and sprinkler head system which is to be subject to fixed yearly rates.

To pay its operating costs and produce a fair return on the investment, the Company will require an operating revenue of approximately three thousand dollars (\$3,000.00). For the year 1922 it received two thousand six hundred seventeen dollars eighty-two cents (\$2617.82), or four hundred dollars (\$400.00) less than what appears to be the necessary amount. The increases proposed for bathtubs and hand hose, and the establishment of rates for services not now subject to charge, will produce a total increase of approximately one hundred ninety dollars (\$190.00).

We find, therefore, that the Company requires more revenue to enable it to pay its operating expenses and fixed charges and the "fair return" authorized by statute. As a concomitant of this we must decline the request of the Paragon Button Corporation, that we find as follows:—

"It is not necessary either for the water company to charge the Paragon Button Company or in any way to change its rates, except for the purpose of making a larger return on the capital invested."

This brings us to a consideration of the question that must be settled before any definitive rates can be ordered: whether the Paragon Button Corporation should make any payment at all for the water service it is receiving. This issue is inescapable. We have already stated that the Water Company contends payment should be made. The rights of the parties, predicated upon the deeds in the case,

is a question of law to be settled finally by the courts. It is necessary for us, however, at the present time to construe these deeds, for upon such construction must rest the establishment of rates to be paid by the button factory or the finding of the fact that no such rates are permissible, in which event we must otherwise provide for the needed income. Such finding will enable the parties upon exceptions to lay the matter before the courts for final determination.

We approach this question with extreme reluctance because we appreciate that the construction of such deeds is a question of law for the courts upon whose authority we do not desire even to appear to infringe. It is not possible for us to submit this question to the court for instructions, and we have sought in vain for some method by which we could defer our own decision until the court should have interpreted the deeds, so that we might proceed to make a final disposition of the matter.

If it be thought unnecessary for us to carry our analysis to such extent, let it be considered that before we declare a rate insufficient and unlawfully discriminatory, we must first ascertain the services of the utility upon which such rate is founded. If the absence of a rate is because the utility is, in fact, rendering no service, although apparently doing so, as the button corporation insists is true in the present case, we must dig to the depths of the matter to find the truth. On the other hand, if such absence of a rate is based upon the performance of a contract which the parties must be held to have understood was subject to modification or abrogation by the State and constitutes unlawful discrimination, our analysis will disclose that fact.

It is not disputed that when the easement was created for the Waldoboro Water Company, provision was made that free water service should be accorded the occupant of the shoe factory, so-called, and its successor. If this were all, we should have authority to find that the situation now existing impinges upon the provisions of the statute that ordains in Section 34 of Chapter 55:

"It shall be unlawful for any person, firm or corporation, knowingly, to****accept****any ****discount or discrimination in respect to any service rendered****or for any service in connection therewith, whereby any such service shall in any manner or by any device whatsoever be rendered free or at a rate less than named in the schedules in force."

In the event of such finding, the provisions of Section 46 of Chapter 55, namely:

"If, upon such formal public hearing, the rates, tolls, charges, schedules or joint rates shall be found to be unjust, unreasonable, insufficient, or unjustly discriminatory, * * * the Commission shall have power to fix and order substituted therefor such rate or rates, tolls, charges, or schedules as shall be just or reasonable"

would be applicable.

Our authority to forbid the further performance of such contract would be clearly within the terms of re Guilford Water Company, 118 Maine 367, of re Searsport Water Company, and of re Lincoln Water Company, 118 Maine 382. The question is somewhat different, however, from the precise issues there presented although it necessarily rests upon the principles enunciated by the court in those cases.

In the brief furnished by the Paragon Button Corporation, it makes the following statement:

"Waldoboro Water Company is not furnishing the Paragon Button Corporation water."

Later, in its same brief, at page seven, it alleges:

"There is no foundation in the evidence and no basis of evidence on which under any analysis there could be any rate fixed for the Paragon Button Company.****The Paragon Button Company is using its own reservoir and pipes and drawing water therefrom for the use of its fac-

tory. The Waldoboro Water Company is using the same reservoir and pipes and has no further right therein than to use them. The Waldoboro Water Company seeks to make the Paragon Button Company pay it for water. * * * * It is like holding that somebody that had let the water company use its truck should pay the water company for the use of the truck whenever the owner itself uses it."

We do not find ourselves able to accept these conclusions as they are set forth. Service rendered by a water company involves something more than the possession of a plant or the right to use water impounded in a reservoir. It means vigilance in supervision, attentive management, involves repairs and the prevention of pollution as well as of damage that may arise from injuries to the facilities of the company. It implies these things as much as the actual supply of water to the premises of the customers. In the instant case, the supplying of water to the button factory evidently involved pumping, as appears from the following evidence furnished by Mr. Jameson, President of the Water Company:

Question: Was 1921 the first year the company had been obliged to pump water for a long time?

Answer: Yes. We pumped a great deal more that year than any other year.

Question: Why was that?

Answer: We used more water.

Question: How did you happen to use more?

Answer: We had more heavy takers.

Question: Was any large user added?

Answer: Yes.

Question: What was it?

Answer: The button factory."

Again in his testimony the same witness says on cross-examination:—

Question: Now this year (1922) your water has been supplied largely from the reservoir?

Answer: The flowing well has taken care of it. The windmills have been running all the time.

Question: So you haven't had occasion to use the reservoir water?

Answer: We haven't used the electric pump much.

Question: The reservoir is fairly well filled with water, isn't it?

Answer: Yes, sir.

Question: And the water has not been pumped into the reservoir, has it?

Answer: I think the biggest part of it has been pumped in or run in from the flowing well."

We find that having enlarged the reservoir, the Water Company treated the system, inclusive of the reservoir, as a unit, making all repairs, commingling the water from its own wells with that from the reservoir, and supplying all users, including the button factory, by such means.

Assuming, however, the facts to be as we have found them, is the Water Company entitled to charge the Paragon Button Corporation?

By his deed, dated December 3rd, 1889, Francis M. Everleth, in consideration of the sum of one hundred nineteen dollars sixty-one cents (\$119.61) and of other consideration, granted to the Inhabitants of the Town of Waldoboro:

"The right and privilege of making, constituting and maintaining one or more reservoirs, with all the necessary piping, apparatus or fixtures, on, upon and over my homestead premises in said Waldoboro * * * * for the purpose of furnishing and supplying the shoe factory, built by said town in the year 1888 * * * * with a full and sufficient supply of water for all its necessary and legitimate purposes at all seasons of the year * * * * And I hereby give and grant to said town of Waldoboro, the right and privilege of enlarging the present reservoir on the hill by making it deeper or enlarging its circumference, or both * * * *. This deed is given upon the express terms and conditions, that if the said town of Waldoboro or its assigns, shall cease to make use of said

water works for supplying said factory or other mechanical purposes or municipal purposes, and abandon the same or fail to keep the same in good and proper order and condition, then from that time the right of said town or its assigns thereto or any part or parcel thereof, shall forever cease and revert back to said Grantor or his assigns."

We refer to this deed at this time merely because of its historical relevance to this case.

The habendum clause and the usual covenants found in a warranty deed are present in Mr. Everleth's deed.

Under date of October 3, 1908, the selectmen of the town of Waldoboro and five other named persons who described themselves as being commonly known as the "Shoe Factory Committee" of the said town of Waldoboro, grant to the Waldoboro Water Company:

"The privilege of using said town's reservoir on land of Dr. Charles L. Randall (presumably the grantee of the fee from Mr. Everleth) and enlarging the same, also to use the pipe extending from said reservoir to Friendship Street. Provided, however, that in the event the said Shoe Factory now unoccupied should hereafter at any time be occupied and running with a business of any kind or description, then the said Waldoboro Water Company shall supply said shoe factory, without cost, to the full capacity of the reservoir if necessary and no more, unless, however, the said Waldoboro Water Company shall at any time hereafter have extended their pipes and apparatus so as to receive a full supply of water from "Kaler's Pond," so called, situate in said Waldoboro, and if so, the said Waldoboro Water Company hereby guarantee to furnish, without cost, all the water that may be required for said shoe factory for whatever kind of business that may be carried on. It is further provided that in consideration of the privilege granted, that said

Waldoboro Water Company shall locate three hydrants, at least one of which shall be located at the corner of Main and Friendship Streets. And it is further provided that if the said Waldoboro Water Company should at any time permanently discontinue operations or using the privilege hereby granted, then such privilege or easement shall revert back to the said town of Waldoboro as fully and effectually as though this instrument had never been executed * * * *. And it is further provided that if said Waldoboro Water Company shall fail to enlarge the said reservoir to double its present capacity and lay the pipe from the town's pipe through Friendship Street to Main Street within one year, then this transfer shall be null and void."

It was in evidence that at the time of the preparation of this latter deed, which we shall hereafter speak of as the "town deed," the town was acting under the advice of counsel. This may not be important except as it softens somewhat the rule of law that the grantor's own language must be most strongly construed against him.

Hooper vs. Cummings, 45 Maine 359

Bray vs. Hussey, 83 Maine 331

Frenchville vs. Gagnon, 112 Maine 245

It is apparent from the reading of the town deed from which the above excerpts are taken that the parties to it had four outstanding and distinctive thoughts in their minds.

1. The enlarging of the reservoir to double its capacity.
2. The supplying of water, without cost, to the shoe factory or any successor business that may occupy it.
3. The location of three hydrants, at least one of which shall be located at the corner of Main and Friendship Streets.
4. The laying of the pipe from the town's pipe through Friendship Street to Main Street.

The requirement for the three hydrants indicates that the town desired increased fire protection. The enlarging of the reservoir and laying of the pipe from the town's pipe through Friendship Street to Main Street where one hydrant was to be located is in consonance with this desire. The town, furthermore, insures the enlarging of the reservoir and the laying of the pipe through Friendship to Main Street by prescribing that if these things are not done within one year that the transfer should be null and void. This shows that the committee or the town, or at least the counsel or person who prepared the deed, sought to establish a condition subsequent in the deed.

The town also took the precaution to guard against a permanent discontinuance of operations by the water company, for in that case it provided that the privilege or easement should revert back to the town as fully and effectually as though this instrument had never been executed.

Why did it fail to reinforce its provision for the supplying of water to the "shoe factory," without cost, by similar methods? Is it because of the doubt of its power to do so, arising through apprehension that the state by means of regulation might make the granting of such free service unlawful, or is it because it was content to leave the supplying of water, without cost, to be remedied in case of a breach by an action for damages? What did the parties intend?

Is the provision in the deed for free water service to the shoe factory or its successor a covenant or a condition subsequent? If it be a covenant, the easement in the land still vests in the grantee without danger of divestment for breach. If it be a condition subsequent, a breach without justification may lead under the law to a termination of the title of the grantee.

Conditions subsequent having the potential effect in case of a breach to defeat estates already vested, are not favored in law, and hence always receive strict construction. In discussing such conditions our own court has said:

"An estate or condition cannot be created by deed, except when the terms of the grant will admit of no other reasonable interpretation, and the grantor's own language must be most strongly construed against him."

Hooper vs. Cummings	45 Maine	359
Bray vs. Hussey	83 Maine	331
Frenchville vs. Gagnon	112 Maine	245

"The strongest words of condition will not work a forfeiture of the estate unless they were so intended to operate. The absence of a clause for re-entry may signify that no condition was intended, when its presence may make such intent plain."

Bragdon vs. Blaisdell,	91 Maine	328
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This statement of the law by our highest court makes of especial significance the fact that the town in its deed accompanied the provision for hydrants and for the laying of pipe in Friendship Street and for discontinuance of operations by the express statement that in such cases the deed should be "null and void," and that—

"the privilege or easement shall revert back to the town of Waldoboro as fully and effectually as though this instrument had never been executed."

That it did not do so with reference to the free water service leads us to think that it did not seek to effect a forfeiture in case of future inability of the water company to render free service.

Again following the decision of our own court in Frenchville vs Gagnon, 112 Maine at 245, we feel that by the principles there laid down we are justified in considering the free water provision to be a covenant and not a condition subsequent. In the latter case the court said:—

"It is sufficient for the purposes of this case to say that the language used if it be not strictly construed as a covenant leaves it in doubt whether the parties intended to create a condition or a cov-

enant; whether they intended the grantor's remedy for breach should be by forfeiture, whereby the town would lose not only the land but the school house, if any were upon it, or whether it should be by ordinary action at law for damages. In accordance with the principles already stated, that doubt must be resolved in favor of a covenant and against a condition so as to avoid forfeiture."

If we assume, however, that the provision for free water service constitutes a condition subsequent, we reach the same conclusion because of the fact that the rendering of such free service offends against the law now in effect in our state, and even if the condition providing for the free water service were lawful at the time it was made, it has since become unlawful by statutory enactment.

Chapter 55 in Section 33 provides:—

"If any public utility make or give any undue or unreasonable preference or advantage to any particular person, firm or corporation or any undue or unreasonable prejudice or disadvantage in any respect whatever, such public utility shall be deemed guilty of unjust discrimination which is hereby prohibited and declared unlawful."

It is established that when a condition in a deed becomes impossible of fulfillment through the Act of God or of the law, the grantee, not being in fault, is not divested of his estate by his inability to meet the condition.

Morse vs. Hayden, 82 Maine 227

Parker vs. Parker, 123 Mass. 584

The case of Scovill vs. McMahon, 62 Conn. 378; 21 LRA 58, is illustrative of this principle.

One Scovill by warranty deed, with the usual covenants, conveyed to one Tyler a tract of land in Waterbury containing one acre and the provision:—

"Provided, and this deed is on the condition that the above described premises are to be used and occupied for the purpose of a burying ground and no other purpose; and that the grantee, his

successors and assigns, shall at all times maintain, build and keep a good and sufficient fence around the premises."

Since the date of the deed, the land was used and occupied by the grantees as a cemetery, until the removal of all the bodies and monuments by the City of Waterbury under a legislative act. It was cited that this and other old cemeteries within the City of Waterbury had long ceased to be used as places of interment; that they had been in neglected condition and that from the growth of the city and from other causes were no longer properly places for cemeteries, and it was provided that from and after the date of the act it should be unlawful to make any interment in said burying grounds. The heirs of the grantor, Scovill, claimed a breach of the condition of the deed and that the title to the land had become forfeited, and alleged a right to re-enter. In dismissing the case the court said at page 61:—

"The law is well established that conditions are not favored and are created only by express terms or by clauses in deeds as covenants rather than conditions if they can reasonably do so; that if it be doubtful whether a clause in a deed imports a condition or a covenant, the latter construction will be adopted, and that though apt words for the creation of the condition are employed, yet, in the absence of an express provision for re-entry or forfeiture, the court, from the nature of the acts to be performed or prohibited by the language of the deed, from the relation and situation of the parties and from the entire instrument, will determine the real intention of the parties. * * * * We think the law is * * * * that the grantee having used the land for a place of burial and for no other purpose, when the state in a proper and reasonable exercise of its police power by a valid act of its legislature rendered the performance of the act described in the condition subsequent unlawful, the condition of the deed was

thereby destroyed and the title vested absolutely in the defendant."

Union Pacific Ry. Co. vs. Cook, 98 Fed. Rep. 281

Fowler vs. Coates, 201 N. Y. 257

Ricketts vs. Louisville, St. Louis and Texas R.R.
Co. 11 LRA 422

Cowley vs. Northern Pacific Railway Co., 41 LRA
(N.S.) 559

Hite vs. The Cincinnati, Indianapolis and
Western R.R. Co. (1918) 284 Ill. 297.

We find that the town by its deed to the Waldoboro Water Company created an easement in the reservoir for the benefit of the Waldoboro Water Company, and stipulated for free water service for the "shoe factory" with the knowledge that the state might interfere and supersede the free service agreement, for "all contracts relating to the public service are entered into in contemplation of the exercise of the right of the state regulatory powers, whenever the public interests may require;" and that "when one devotes his property to a use in which the public has an interest, he, in effect, grants to the public an interest in that use and must submit to be controlled by the public for the common good to the extent of the interest he has created." Re Searsport Water Co, 118 Maine, Pages 393 and 387. When private property becomes affected with a public interest, it ceases to be a matter of private right only. Munn vs. Illinois, 94 U. S. 113.

We find that the town received by this arrangement added fire protection and a more copious supply of water, for the water company enlarged the reservoir and greatly increased its capacity. In giving the Paragon Button Corporation free water service, we find the Waldoboro Water Company is giving an unreasonable preference or advantage contrary to Section 33 of Chapter 55 of the Revised Statutes.

We feel that the deed of the town to the Water Company providing for the *supplying* of water imports something more than the claim of the button company in its brief, that:

“The Paragon Button Corporation is using its own reservoir and pipes and drawing water therefrom.”

Such supplying of water entails expense on the part of the Water Company and such expense must be borne by the other customers of the company if the button corporation is to be exempt from any charge.

By our course of reasoning and our appraisal of the deeds, we are led to the conclusion that the button factory has no rights superior to those of the parties in the Guilford and Searsport cases.

In conclusion we may state that no deed to the Paragon Button Corporation appears of record or has been introduced into this case; the last conveyance of this so-called “shoe factory” property being a deed from Paul F. Dusha to Medomak Holding Corporation, undated, but recorded August 23, 1920. This latter fact has not influenced our decision, because we have treated the case as if the Paragon Button Corporation owned the fee to the reservoir and that its rights were co-extensive with the rights established in the town deed, for obviously the rights of the present grantee derived from the town can be no greater than the original rights of the town itself.

Whether the easement granted to the Waldoboro Water Company may be terminated or not is not a question for our consideration, for we are dealing with the situation as it exists at this time and as it existed at the time of the petition and hearing, no change having subsequently occurred; nor is it necessary for us to consider whether the rights of the Water Company and others having interests in the reservoir may be partitioned or apportioned.

Having given thoughtful consideration to the evidence submitted to us, we conclude that the proposed increase of one dollar (\$1.00) in the first faucet rate of the Waldoboro Water Company, filed in the proposed schedule, is not justified and should be denied. The other increases for services proposed in the same schedule, other than the first faucet charge, and the establishment of rates for services not now specifically comprehended in the company's rate

schedule, and the rates proposed for large users such as the Paragon Button Corporation, should be allowed, with some modifications. We shall embody in this order a complete set of rates for all services rendered by the company, but with the understanding that after a reasonable trial, such rates, if found to be unjust, discriminatory or inadequate, shall be modified upon motion of any party in interest, for which purpose we shall hold this case open upon our docket.

It is, therefore,

ORDERED, ADJUDGED AND DECREED

(1) That the rates charged by the Waldoboro Water Company published in its schedule of rates M. P. U. C. No. 1 are unreasonable, unjust, inadequate and unjustly discriminatory;

(2) That the Waldoboro Water Company be required to file with this Commission a schedule of rates, accompanied by rules and regulations, identical with Exhibit "A" annexed hereto and made a part of this order;

(3) That this case shall not be closed at this time, but shall remain open upon the docket of this Commission for such other and further orders as may be deemed necessary, either upon the evidence already submitted or upon such other evidence as may be hereafter introduced.

(Rates and regulations herein referred to are on file in the office of the Commission.)

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Re proposed increases in rates and charges as filed by the
Castine Water Company.

F. C. No. 500

Re complaint of Castine Water Company against itself in
regard to rates for hydrants.

F. C. No. 502. NOVEMBER 28, 1923.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.

Appearances: L. Ernest Thornton, Esq., and

Hon. Wm. B. Skelton, for Castine Water
Company:

Arthur W. Patterson, Esq., and

Andrews, Nelson & Gardiner, for the town
of Castine, and certain other remon-
strants.

On May 29, 1923, the Castine Water Company, a public utility under the jurisdiction of this Commission, rendering service in the town of Castine, filed with the Commission a new schedule of rates designated as M. P. U. C. No. 3, thereby proposing to establish and make effective on July 1, 1923, certain increased rates and charges for water supplied its various classes of customers, including the municipality. In conjunction with said schedule of proposed increased rates said Castine Water Company made complaint against itself, alleging that the present contract rates for municipal services are inadequate and unreasonable. On June 13, 1923, the Commission received a complaint, dated June 9, 1923, signed by more than ten citizens of Castine who are takers of water, alleging that the proposed increased rates are unreasonable and unnecessary, and requesting an investigation and public hearing concerning them. The Commission thereupon notified the Castine Water Company that the matter was under investigation and suspended the proposed schedule for a period of three months from June 18, 1923. For the pur-

pose of a hearing, the aforesaid formal complaints, No 500 and No. 502, were combined and a public hearing was held at Emerson Hall in Castine on July 24, 1923, at 1.30 o'clock in the afternoon, standard time.

Notice thereof was proved to have been given as ordered and the appearances were as above indicated.

Briefs have since been filed by both parties, and pending a full consideration and decision in this matter, the operation of the proposed schedule was for a second time suspended, the latter suspension being for a period of three months from September 18, 1923.

The Castine Water Company is organized under the provisions of Chapter 184 of the Private & Special Laws of Maine for 1895. The plant was built in 1895-6 at a cost of approximately one hundred thousand dollars (\$100,000) and the company has since been rendering service in Castine. The original promoters of the company did not make a financial success of the project and after several years of unsuccessful effort on their part, the present manager of the company, Mr. George A. Benjamin, acquired the ownership of the company by purchase of all of its outstanding stock and bonds of the par value of fifty thousand dollars (\$50,000) each. Mr. Benjamin has been in active management of the company's affairs since December, 1907, first as manager employed by the former owners of the company and since March, 1910, as owner.

The sources of the company's water consist of several basins or reservoirs located in different sections of the town, supplied by springs, by surface water and by artesian wells.

The water is distributed to the consumers from the two higher reservoirs by gravity, while that from the lower reservoir is pumped into the system. The water in these reservoirs is purified by artificial gravel banks acting as filters.

The total fixed capital of the company as shown by its report for the year ending December 31, 1922, is one hundred seven thousand thirteen dollars thirteen cents (\$107,013.13). A valuation of the property was made in June, 1922, by the Chief Engineer of this Commission, who made

an estimate of the cost of reproducing the plant on the basis of figuring the cost of each unit as of the time it was actually constructed. On such a basis, our Chief Engineer estimated the original cost of the plant to be one hundred sixteen thousand six hundred eighty-five dollars (\$116,685) and the reproduction cost less depreciation to be one hundred six thousand six hundred eighty dollars (\$106,680). The reproduction cost less depreciation on basis of present prices would be very much in excess of that figure. In this case, however, the company has used our engineer's figures as the basis of its claim for an increase in rates and no question as to this valuation has been raised by the remonstrants. For the purpose of this case, therefore, and without prejudice to either party, we shall assume that the fair value of the company's property used and useful in the public service on which it is entitled to receive a return, is not less than one hundred six thousand six hundred eighty dollars (\$106,680), the reproduction cost less depreciation found by our Chief Engineer.

The proposed schedules filed by the company will produce, according to the company's estimates, a gross revenue of nine thousand ninety-six dollars seven cents (\$9,096.07), resulting in a net income of four thousand two hundred fifty-nine dollars twenty-six cents (\$4,259.26) or approximately four per cent. (4%) on the aforesaid valuation. This rate of return cannot be regarded as excessive and is, in fact, a less rate of return than might well be justified if conditions were such that a larger amount of revenue might be reasonably obtained. The rates, tolls and charges, however, must be just and fair and reasonable not only to the company but to the consumers as well; a schedule of rates ought not to be established which would result in placing an undue burden upon the municipality or upon the other customers of the company and which might well defeat the very object for which it was established and result in a decreased revenue.

The company at the present time is receiving from the town of Castine nine hundred dollars (\$900) per year for its hydrant and other municipal fire protection service under the terms of a contract made between the company

and the town, effective July 1, 1915 and expiring July 1, 1925. No approval of this contract was ever requested from or given by the Public Utilities Commission under Section 34 of Chapter 55 of the Revised Statutes. No rates embodying the terms of the contract have ever been filed with the Commission. Under the present schedule the first faucet rate is nine dollars (\$9.00) per year and under the proposed schedule twelve dollars (\$12.00). The increased rates proposed for hydrant rental will result in a total charge for hydrants of one thousand nine hundred ninety-two dollars (\$1,992.00), an increase of one thousand ninety-two dollars (\$1,092.00) over the present contract charge. The total estimated increase under the proposed schedule would be two thousand six hundred ninety-two dollars seventy-two cents (\$2,692.72).

The remonstrants say that "the business to be developed in Castine never warranted the investment of over one hundred thousand dollars (\$100,000) in a water plant with any expectation of immediate adequate returns," and contend that no fair return on such an investment could be expected except at rates in excess of the value of service rendered, and they also urge that the present owner is receiving a very large return on his actual investment in the property. Remonstrants also claim that the contract which was entered into between the company and the town in 1915 and regarded by both parties as reasonable at that time, ought not to be set aside at this time when it has less than two years more to run. They also claim that the annual salaries of two thousand dollars (\$2,000) received by Mr. Benjamin and two hundred dollars (\$200) received by his wife are under the circumstances larger than ought to be paid, and the claim is made that the amounts paid for these two salaries, or at least the greater part thereof, in view of the fact that Mr. Benjamin is the sole owner of the plant, should be taken and considered as a part of the 'fair return,' which the owner of the property is entitled to receive.

The remonstrants go further and say "that this Commission has no jurisdiction over the subject-matter of said contract or the subject-matter of the rates as heretofore fixed by said water company under said charter," and filed

at the time of the hearing a motion that the petition and complaint be dismissed. It is alleged, in brief, that by reason of the peculiar provisions of this particular charter, the State deprived itself of the power over the subject-matter contained in said contracts and rates; that by the contract the hydrant rates to be paid by the town to the company were fixed for a period of ten (10) years; that by reason of the arbitration provisions contained in the contract, the Commission has no authority to act until such provisions shall have been complied with, if at all.

Regardless of the fact that the present owner of the water company property acquired it at a very low price, the company is, nevertheless, in our opinion, entitled to receive, in addition to its operating expenses and fixed charges, a fair return on the fair value of the property used and useful in the public service, provided the same can be obtained at just and reasonable rates which are fair to the consumer as well as to the company. Reasonable salaries paid to officers or employees of a public utility are no part of the "fair return" which the utility is entitled under the law to receive. Such salaries are a part of the operating expenses of the utility. The fact that the person receiving such salary happens to be the owner of its stock and bonds, makes no difference in this respect. In the instant case we do not find that the salaries paid to Mr. Benjamin and to his wife for their services may be considered under the circumstances to be unreasonable.

We do not regard as tenable the position of the complainants that under the charter of this Company the state has divested itself of all regulatory control over its rates.

Section 9 of the charter empowers the company to "regulate the use of water, fix and collect water rates to be paid for the same from time to time, but such rates shall not exceed those of other towns in Maine of the general size and circumstances of Castine and similarly situated."

Section 9 of an act creating the Minneapolis and Cedar Valley Railroad Company (Minnesota) ordained:

"the corporation shall have power to make all needful rules, regulations and by-laws touching

the rates of toll and the manner of collecting the same”

but the Supreme Court of the United States in construing this said:

“We are of opinion that the general language of the ninth section of the charter cannot be held to constitute an irrevocable contract with that company that it should have the right for all future time to prescribe its rates of toll, free from all control by the legislature of the state.”

Chicago & C. R. R. Co. vs. Minnesota
134 U. S. 418 (at p. 454)

It is interesting to note that the Castine Water Company itself makes no claim for such construction of its own charter as that advanced by the complainants in this case.

We do not find that the act incorporating this particular company is essentially different in that respect from the acts incorporating the Searsport Water Company and the Lincoln Water Company, which were fully considered and discussed in a decision of this Commission in re Lincoln Water Company, F. C. No. 184, P. U. R. 1919 B 752, and considered and decided by the Supreme Judicial Court in re Searsport Water Company, in re Lincoln Water Company 118 Me. 382.

“To preclude the State from the exercise of this (police) power the surrender must be so clear and unequivocal as to permit of no doubt of the legislative intent. All doubts should be resolved in favor of the continuance of the power. General authority is not sufficient; special authority is required.”

In re Searsport Water Company, supra, at page 390.

We believe that the decision in re Searsport Water Company, supra, is decisive and controlling in this case, and we shall, therefore, find that the Commission has jurisdiction of the pending complaints and petition.

Section 34 of Chapter 55, Revised Statutes, provides:

“ * * * * * that it shall be lawful for any public utility to make a contract for a definite term subject to the approval of the Commission for its product or service * * * * * ”

It is unnecessary for us to decide at this time whether or not this contract, never having been approved by the Commission, is of any binding force and effect between the parties. Assuming, but not deciding, that the contract is valid and binding between the parties, nevertheless, the Commission is not thereby deprived of its authority over the subject-matter of the contract nor relieved of its duty to make a finding relative thereto.

“Contracts must be understood as made in reference to the possible exercise of the rightful authority of the Government and no obligation of a contract can extend to defeat the legitimate government authority.” Justice Clarke in affirming judgment of Georgia Sup. Ct. in setting aside contract establishing rates.

Union Dry Goods Co. vs. Georgia Pub. Service Corp. 145 Ga. 658

Affirmed 248 U. S. 372 (1919)

“All contracts relative to the public service are entered into in contemplation of the exercise of the right of the State’s regulatory powers whenever the public interest may require.”

Re Searsport Water Co.
118 Me. at p. 393.

The suggestion of the remonstrants, therefore, that the subject-matter of this contract ought not to be considered by the Commission until its arbitration clause shall have been complied with, we cannot accept as depriving this Commission of jurisdiction.

It therefore becomes our duty to consider the merits of the proposed rate increases and to determine what, under the circumstances disclosed, will be fair and reasonable to both the utility and to the people it serves. It is apparent that the establishment of rates sufficient to produce the per-

centage return sometimes allowed would be prohibitive, as undoubtedly there would be a lessening in the number of services, and a consequential diminution in revenue.

The gross revenues of the company show a small gradual increase for each of the past years. The operating expenses have remained almost constant for each of the past two years. The Town of Castine has had no material growth and in consequence the water company has not had the advantages afforded in other growing sections. A utility serving a community reasonably expects further development, which will increase a demand for its services. If this anticipation does not materialize, it becomes necessary for the present takers to maintain the utility at such rates as are found fair and reasonable for the services rendered under efficient and economical management.

A careful study of the situation brings us to the conclusion that the company's present rates are inadequate for the services rendered; but we are not convinced that the rate increases proposed are entirely just and reasonable, and we shall decline to approve the proposed schedules. We shall, however, allow and order the establishment of new rates, which, in our opinion, are as high as can consistently be charged.

This case will be kept open upon our docket for such further consideration as may be deemed necessary or advisable after notice and hearing, upon petition of any party in interest, or by the Commission upon its own motion.

It is, therefore,

ORDERED, ADJUDGED and DECREED

(1) That the present rates charged by the Castine Water Company for the various services furnished are unreasonable, unjust, inadequate and unjustly discriminatory;

(2) That the rates proposed by the Castine Water Company are unjust and unreasonable;

(3) That the Castine Water Company be required to file with this Commission on or before December 15, 1923, effective January 1, 1924, a schedule of rates and regula-

tions identical with Exhibit "A" annexed hereto and made a part of this order;

(4) That this case shall not be closed at this time, but shall remain open upon the docket of this Commission for such other and further orders as may be deemed necessary, either upon the evidence already submitted or upon such other evidence as may be hereafter introduced.

(Rates and regulations herein referred to are on file in the office of the Commission.)

STATE OF MAINE

PUBLIC UTILITIES COMMISSION

Boston & Maine Railroad, Petitioner
Taking of Land.

R. R. No. 1046. April 2, 1924.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.
Appearances: Thornton Alexander, Esq., for Petitioner.
Noel Michaud, pro se.

Petition by Boston & Maine Railroad, filed November 2, 1923, for taking of certain land as for public uses, under provisions of Section 26 of Chapter 56, of the Revised Statutes. Hearing agreeably to notice was held at Cummings Station, in the Town of Berwick, a place near the premises, on January 25, 1924. We find that the notice prescribed by the Commission to be given to the persons interested was precisely complied with.

The main line of the Dover route of the Portland Division, at the point in question, is double-tracked. The land which the Railroad seeks to take is a strip lying southeast of its main line, and is ten (10) feet in width, and about four hundred sixty-five (465) feet in length, owned by Mr. Noel Michaud. A sharp declivity from the land of Mr. Michaud to the southerly line of the railroad company's property results during rains in erosion of the Michaud land, with the consequent filling of the ditch lying beside the railroad track constructed for the carrying away of the water in this vicinity.

We find that the owner of the land which it is sought to take, does not consent to the taking, and that the parties do not agree as to the necessity for such taking. The Commission has viewed the premises, agreeably to the requirement of statute.

Petitioner alleges its need of the land to be for the purpose of improving the alignment of its road, which is one of the purposes for which the land of an individual may be taken without his consent, and even against his protest. The alignment is the ground plan. The present condition of the railroad consisting of two tracks, dates back over a period of at least four years. During this period the erosion of the Michaud land has involved extra attention and vigilance upon the part of the sectionmen charged with the maintenance of the track. The engineer for the railroad company testified it would be possible to divert the water and soil coming from the Michaud land by the installation of a retaining wall upon the railroad property.

We feel sure that if the railroad can secure this land, it may minimize the work to be done at this point, and may lessen somewhat the attention required to insure the proper and safe maintenance of the track. This is a question of maintenance, however, and is not enough. The alignment of the road will be unchanged, except for its surroundings. A ditch for drainage already exists; it is not contemplated to change it or construct a new one. The constitutional safeguards thrown around private property should not be easily surmounted. The statute uses the word "necessity," which means a reasonable and not an absolute necessity, and this reasonable necessity must clearly appear. The statute must be strictly construed. In the present instance we are not constrained to believe that such necessity as is contemplated by the statute exists, even if we assume this purpose to be within the statutory words:—"Improving the alignment of its road."

Accordingly, it is ORDERED, ADJUDGED and DECREED that the petition be dismissed.

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Re: Maine Central Railroad, accident at Lewiston on April 20, 1924, resulting in the death of Adolphe Vallee, age 64, Egide Vallee, age 29, Eugene Vallee, age 38, Paul Dube, age 34, and seriously injuring Leger Vallee, all of Lewiston.

A. No. 662. May 14, 1924

On April 20, 1924, at about 3.55 P.M., train No. 724, a regular passenger train of the Maine Central Railroad running between Farmington and Portland, struck a Dodge automobile at what is known as the Fair Ground Grade Crossing, Lewiston. The automobile was completely demolished. The occupants of the automobile were Adolphe Vallee, Egide Vallee, Eugene Vallee, Paul Dube, and Leger Vallee of Lewiston. All of the occupants were instantly killed with the exception of Leger Vallee, who received serious injuries. It appears from the evidence that as train No. 724 approached the crossing, that the Engineer sounded the regular warning signal and that the automatic signal was ringing and that the wig-wag was working. Several automobiles had heeded the warning and were stopped waiting for the train to pass when suddenly the Vallee car cut in by the other cars and started to cross the track in front of the approaching train. The engine struck the automobile, dragging it a distance of about 100 feet. Adolphe Vallee, Egide Vallee, Eugene Vallee and Paul Dube were instantly killed and Leger Vallee was severely injured. This accident is the result of the unquestioned negligence of the driver of the automobile in approaching the crossing without taking notice to ascertain whether or not a train was approaching. If he had observed any precaution, he would have both seen and heard the automatic signal and also could have seen the train in time to have stopped his car and avoided the accident.

During the summer of 1924, renewed efforts will be made to lessen the number of deaths and injuries at railroad-highway crossings throughout the country.

In thirty years—

- (a) Our population increased..... 68%
- (b) Fatal railroad crossing accidents increased 345%
- (c) Injuries in crossing accidents increased..... 652%
- (d) Motor vehicles increased from 0 to 15,092,177.

In 1923 there were produced in the United States, 4,014,000 automobiles. This represents an increase of 23% over the preceding year. There is at the present time one automobile for every seven of our population.

Last year there were 2268 persons killed and 6314 injured at railroad-highway crossings. It is estimated, based upon previous Interstate Commerce Commission reports, that during the present year, 2800 persons will be killed and approximately 8000 injured. Every day in the year 7.6 persons will be killed and 21.8 injured. This is equivalent to one person killed every three hours, day and night, and one person injured per hour. 80% of all crossing accidents involves motor vehicles.

That automobile at the railroad-highway crossing is a serious problem and should command the attention of every thoughtful citizen.

The ideal solution of the railroad-highway crossing problem is separation of the grades. This is not attainable with 256,362 grade level crossings on Class I Railroads alone. In 1922, the latest available figures, 705 grade level crossings were removed, B U T the net increase of crossings for the year was 3,855, practically all of which were added without railroad solicitation.

If no new crossings were added, it would be physically impossible to remove the present crossings in the lifetime of anyone now living, because of the serious interference with absolutely essential traffic movement, the constructional and labor problems involved and the wholly prohibitive cost.

Several years ago conservative engineers estimated the average cost of crossing elimination, city and country, at \$50,000 per crossing. These figures must be revised and it is now believed that the average cost will approximate \$75,000 per crossing. It is easily seen that the stupendous sum of \$19,000,000,000 may be involved; more than

the Interstate Commerce Commission's preliminary valuation of all of our railroads. If the money could be borrowed it would cost nearly a billion dollars a year for interest alone.

The value of organized effort for safety has been demonstrated upon the railroads through the reduction of deaths of employes on duty from 4534 in 1907 to 1657 in 1922. This result has been achieved notwithstanding a vastly larger force of employes in service during the latter year.

It is logical to assume that education of the traveling public to the exercise of a *reasonable* degree of care when approaching and passing over railroad crossings will have a good effect in reducing such accidents.

Basically, railroad crossings should be constructed as safe as possible for highway travel and be uniformly designated. Due and timely warning should be given of the approach of trains. The traveler upon the highway, particularly the driver of automobile, should be charged with full responsibility for his conduct in approaching and passing over railroad crossings.

Every driver over a railroad-highway crossing owes to himself, his passengers and to the employes and passengers on trains, a **P O S I T I V E D U T Y** to

CROSS CROSSINGS CAUTIOUSLY

This simple procedure will, in itself, save many, possibly hundreds of lives.

Today it is recognized that accidents at railroad crossings are not primarily railroad problems. Analysis shows it is the public which suffers the pain, mutilation, death and distress in such mishaps, and finally pays.

The public may mean **Y O U**!

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Augusta Water District: Re proposed advances in water rates.

F. C. No. 520. MAY 15, 1924.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.
Appearances: Hon. George E. Macomber, Trustee and Treasurer, for Augusta Water District.
Hon. Ernest L. McLean, Mayor, and Herbert E. Locke, Esq., for City of Augusta;
Hon. Ransford W. Shaw, Attorney General, for State of Maine;
Colonel Keith Ryan, for National Soldiers' Home;
Mr. S. N. Tobey, for Augusta State Hospital;
Mr. Milton O. Dean, Agent, for Edwards Manufacturing Company.

The Augusta Water District, a quasi municipal corporation created by Chapter 334, Private and Special Laws of 1903, and serving the city of Augusta and some adjoining territory in other towns, filed with this Commission on October 22, 1923, a new schedule of rates designated as "M. P. U. C. No. 2," thereby proposing to establish and make effective on November 22, 1923, the following rate changes:

First faucet, increase from	\$7.00 to \$8.00
Hand hose, increase from	3.00 to 5.00
Lawn sprinkler, increase from	5.00 to 10.00
Ten (10) per cent. increase on all meter rates.	

Protest as to the proposed increases was filed with the Commission, and it appearing that sufficient grounds existed to warrant a formal hearing and investigation, the proposed changes were suspended for a period of three months from November 19, 1923, and are still under sus-

pension for a further period of three months by order of the Commission dated February 13, 1924.

Hearing as to proposed rates was held at the offices of the Commission on January 16, 1924, on notice duly issued and proven to have been given as ordered. Further public hearing being necessary, the case was continued and such further hearing held at the Commission's offices on January 24, 1924. All evidence being submitted, the matter is now before us for decision.

The district charter as granted in 1903 contains the following provisions:

Section 10. All individuals, firms and corporations, whether private, public or municipal, shall pay to the treasurer of said district the rates established by said board of trustees for the water used by them, and said rates shall be uniform within the territory supplied by the district. Said rates shall be so established as to provide revenue for the following purposes:

I. To pay the current running expenses for maintaining the water system and provide for such extensions and renewals as may become necessary.

II. To provide for payment of the interest on the indebtedness of the district.

III. To provide each year a sum equal to not less than one nor more than five per cent of the entire indebtedness of the district, which sum shall be turned into a sinking fund to provide for the final extinguishment of the funded debt. The money set aside for the sinking fund shall be devoted to the retirement of the obligations of the district or invested in such securities as savings banks are allowed to hold.

It is the claim of the district that additional revenue is required to meet the requirements of the first mentioned provision and that the rate changes proposed are necessary to accomplish the purpose, and will produce an estimated increase of ten to twelve thousand dollars a year.

In this case we have endeavored to make a detailed investigation and study of the rate conditions and practices of the water district. To accomplish this our examination has been far-reaching and has called for statistics of revenue received from different classes of services, and of operating costs, together with a complete census of the various services supplied.

The present rates are of long standing and were the outgrowth of those originally maintained by its predecessor, the Augusta Water Company, from which it derived a contract with the City of Augusta, containing many rate conditions and obligations. Such rates and practices as were later adopted by the district do not as a whole appear to meet present conditions, and may be said in many instances to be unscientific in structure, inadequate in that they do not cover various uses, and are unlawfully discriminatory.

We shall not undertake to report in full, at this time, the past and present practices of the district as to the manner in which such charges have been applied. We believe, however, that the following methods of furnishing services, some of which are paid for and others not, are subject to criticism and need correction.

DOMESTIC SERVICES

This particular class of services includes not only dwellings, but also similar uses, charges for which are based on flat or fixture rates, as distinguished from meter services. The past and present custom of the district has been to apply a charge for the first or initial fixture only, no consideration being given to extra services or fixtures of the same class. As an illustration, a customer having an installation consisting of one kitchen faucet, one bathroom complete and hand hose pays \$20 per year. Another customer having the same number of services and in addition thereto any number of extra faucets and bathroom appliances, pays just the same annual rental of \$20. In either instance, no restrictions are placed as to the number of persons to be supplied. The only requirements are that water is to be used without waste and service pipes are to be maintained in good repair. It is needless to remark that

the greater the number of outlets, the greater the use of water. It may be argued that extra fixtures are for convenience and as such do not increase the consumption. Such argument is not tenable. Services installed for convenience imply a freer use of water than when less conveniently situated. Frequently it happens that customers paying fixture rates for all installations demand meter service, with the view of reducing the water rental, and on the other hand meters are installed by managements to reduce the water consumption. When, therefore, the meter system is adopted by the customer or the water company, each for his or its own advantage, it appears to demonstrate beyond doubt that failure on the part of the Augusta Water District to impose a reasonable charge for extra fixtures has resulted in much loss of revenue and at the same time has created a condition unfair to many of its patrons. The situation is unique, in that it differs from the practices of other well managed water companies or districts.

PRIVATE FIRE PROTECTION

The district since its inception has encouraged the installation of private fire protection in the form of hydrants, stand-pipes and sprinkler heads. No charge has been made, except in some instances, for such services. It is the contention of the district that such installations conserve the use of water and have demonstrated a saving not only to itself but to property; and to induce a more general adoption of these appliances, no charge has been imposed.

Census of private fire protection systems furnished by the district shows the present installations to consist of 53 hydrants, 76 stand-pipes and 11,836 sprinkler heads. In the case of three customers, involving seven hydrants, a charge of \$225 has been collected. In another instance it appears that a yearly charge of \$75 has been applied on an installation of 1120 sprinkler heads. It therefore appears that while it has been the intent of the water district that these services should be without cost to the various commercial and mercantile interests, an exception has been made in some instances, and thus all have not enjoyed equal privileges.

It is true that private systems are a benefit to a water utility, in that they are available at the inception of fires and in many cases thus avert the necessity of a larger volume of water being used; they have also proven their worth in the protection of property not only immediate but surrounding. Aside from the general benefits received by a water company, the property owner and the city, there is also one other very important item that enters into the question, and that is the matter of insurance costs on property protected by fire systems. While it cannot be estimated what all the direct and indirect benefits may be as the result of these safeguards, the savings in reduced rates for insurance are apparent. Reductions in such insurance rates vary as to type of building and completeness of the system installed. It is estimated that the insurance rate on an average is reduced at least two-thirds. The property owner has therefore one of two alternatives: (1) Depend on such protection as may be furnished by the city, or (2) install his own private protection system, automatically arranged for service, and thereby greatly reduce his insurance cost. While dwelling on this line of thought, it must not be inferred that private systems entirely eliminate or replace the general public protection, or tend to minimize the required capacity of the public water system. A water company to be efficient must maintain its plant in readiness to serve all demands. Its financial burdens must be borne through rentals received from those it serves. All services must pay a reasonable recompense; a free service imposes an extra payment on others, which is contrary to the provisions of law and constitutes unlawful discrimination. It has been so determined by commissions and courts. It appears unnecessary to quote citations; we will, however, refer to P. U. R. 1922 E. 568.

Re Water Department of the City of Evansville—
Rates for private fire protection service. The Indiana Commission in this case has said

“The grounds advanced were that the installation of an automatic sprinkler system redounds to the advantage of the water utility and of the

community generally because the operation of such a system tends to extinguish fires at their inception and thus obviates the necessity of pumping large quantities of water and that very little, if any, additional expense is incurred by the utility in having its mains connected with such automatic sprinkler systems. This question is by no means a new one and has been considered by this Commission and by almost every other similar body of other states. It has been generally held that a reasonable charge should be imposed for private fire protection service and in the great majority of cities and towns such charges are authorized.

"The evidence shows that an expense does fall upon the utility in regard to furnishing connections for private fire protection systems not even taking into consideration the fact that the utility must stand ready to furnish the amount of water which would be required by such systems in case of fire and must have the plant and distribution facilities necessary for this purpose."

In *Pittock & Leadbetter Lumber Company et al v. North Coast Power Company*, P. U. R. 1920 F. 386, the Washington Commission says: "If such private fire service is rendered free or at insufficient rates, the difference must be made up by higher charges against general domestic consumers."

In our own State, in *Portland Water District*, complaint against itself, P. U. R. 1917 D 907, we ordered the establishment of rates for private fire protection systems.

MUNICIPAL SERVICES

City services consist of the following: Hydrants, 148; stand-pipes, for street sprinkling, 9; watering troughs, 5; display fountain, 1; for seven schools, two fire stations and city building the fixtures or services of all kinds amount to a total of 218.

For all of said services the City of Augusta pays by virtue of contract a yearly sum of \$1000.

The operation of the district relating to municipal services was fully considered by this Commission in U. No. 128, P. U. R. 1916 E, 31.

In the instant case we are forced to the conclusion reached by this Commission in U. No. 128, wherein it is stated:

“It, therefore, seems that if any contract ever existed, it became invalid under the provisions of the act creating the Augusta Water District, wherein the legislature first undertook to regulate rates for Augusta. So that it was unnecessary, even for the more extended provisions of the Public Utilities act, to make this discriminatory practice unlawful.”

We shall order the setting aside of the contract conditions and substitute therefor rates which shall be more commensurate with the services rendered.

RATES IN GENERAL

The present rate schedule of the Augusta Water District is deficient in many respects and therefore unscientific in its structure. The amendments proposed are intended to increase what may be called the base rates for domestic and commercial services. A change in the faucet rate reaches practically all domestic customers; likewise, an increase in meter rates completes the distribution of the increases contemplated.

While it is estimated by the district that the proposed increases will produce between \$10,000 and \$12,000, we find that such expected result will not be realized. The following tabulation more nearly approximates what may be expected.

Dwellings, first faucets	2949	at \$1.00 increase	= \$2949.00
Hand hose	648	at 2.00 increase	= 1296.00
Lawn sprinklers	38	at 5.00 increase	= 190.00
1923 revenue for meter services,		\$25,545 at 10%	= 2554.50

\$6989.50

Aside from the private fire protection and municipal services, our study of the census compiled by the district shows that customers supplied at flat or fixture rates have extra fixtures of various kinds totaling 2431, for which no charge is made. If on such extras a nominal charge be assessed, the burden will be more equitably distributed and will produce about \$2200 a year.

Private fire protection at reasonable rates will produce, we believe, about \$2100.

For municipal services, we shall establish fixed charges which will approximate a total revenue of \$5500, or \$4500 in excess of that now paid by the city.

In doing this we are merely requiring compliance with the laws of the State of Maine. It is no longer a matter of controversy that municipalities should not receive free service from water companies or districts. The principles upon which this inhibition rests preclude service at rates which in effect result in inequalities and the casting of unfair burdens upon other consumers. We are mindful of the fact, however, that large consumers of water like municipalities receive rates based upon a consideration of the extent of their service. Among the more recent cases from other jurisdictions establishing this doctrine are the following:

“A water utility should collect rates for all fire service rendered to a municipality, although a contract has been made whereby in consideration of a fixed sum per hydrant, the utility has agreed to render perpetual free service.”

Cauffiel vs. Johnstown Water Company, P. U. R. 1922 D, 35. See, however, Belfast vs. Belfast Water Company, 115 Me., 234, at Page 243.

“The city must pay the utility at a reasonable rate for all services rendered the city * * * * * . If the city pays less than the cost of the service rendered to the city, private consumers will have to bear the difference between this cost and what the city pays in the sum of higher rates and will

thus be discriminated against in favor of the tax payers of the city. If, on the other hand, private consumers are charged less than the cost of serving them, the discrimination will be in their favor as against the tax payers of the city and the latter will be forced to make up the difference through the payment of higher taxes."

Cavanaugh vs. Whitefish Municipal Water Utility, P. U. R. 1922 E, 198.

"A water rate for fire service supplied to a municipality at less than cost is discriminatory and less than just, reasonable and equitable."

Re Ansonia Water Company, P. U. R. 1923 C, 5.

"Free service and reduced rates for service to a municipality are unjustly discriminatory and place an undue burden upon the individual consumer."

Re Western Electric Company, P. U. R. 1923 C, 820.

To the same effect see re: Consumers Company, P. U. R. 1923 A, 418; Foster et als vs. Kellogg Power & Water Company, P. U. R. 1923 B, 705.

While some services with comparatively large use of water are and may be continued to be furnished at flat or fixture rates, the Water District should, as a managerial duty, endeavor to eliminate any inconsistencies or misuse by placing such services on a meter basis.

We shall order the continuance of the present rates for meter services, with the elimination of the ten per cent discount feature for prompt payment, and with the further provision that in cases where private fire protection systems are on metered lines, such systems will be charged for separately on the basis of the specific rates herein determined.

With this and other changes which will result from the application of the rate schedule which we shall require to be established, it is our conclusion, after a careful analysis of the situation, that the total operating revenue will approximate the sum of \$80,000, and using the operating costs, inclusive of depreciation, for 1923 as a basis, will produce, in addition to a proper annual amount for sinking fund, a net income of about \$20,000, as compared with \$13,000, for the past year.

FINANCING

By the provisions of Chapter 334, Private and Special Laws of 1903, as stated in the foregoing, the water district's method of financing is outlined, and it appears from its accounts that it has been consistently generally applied.

For the past four years the reports of the district show the following statement of operating costs and expenses:

	1920	1921	1922	1923
Operating Revenue	\$63,512.46	\$66,243.55	\$67,559.50	\$72,690.91
Operating Expense	27,846.57	33,326.19	29,919.67	31,967.38
Net Operating Revenue	\$35,665.89	\$32,917.36	\$37,639.83	\$40,723.53

The net operating revenues have been sufficient to pay on its bonded indebtedness of \$700,000. an annual interest charge of \$28,000., and have also produced a net surplus which has been devoted to the construction of extensions, or capital investments. The total amount of the sinking fund on December 31, 1923, is shown as \$204,583.03. This fund has been increased from year to year in varying amounts—the additions in 1922 being \$7,872.70 and in 1923, \$8,352.92. In this connection it is interesting to note that while the annual additions to the sinking fund are substantial amounts, they are not derived from operating revenue, but are interest charges received by the district from investments in sinking fund.

Section 16 of Chapter 55 of the Revised Statutes, the Public Utility Act, provides that the rate, toll or charge exacted by a utility for its services "shall be reasonable and just, taking into due consideration the fair value of all its property with a fair return thereon, its rights and plant as a going concern, business risk and depreciation." In referring to this provision of this act we have in mind the conditions of section 10 of the act incorporating the district, wherein it provides that rates shall be so established as to provide revenue for extensions. The distinction between a municipality conducting a utility for the supply of water and a utility privately owned stands in no sharper relief than in these provisions, for while a private utility builds extensions from capital furnished by its stockholders and cannot charge such capital expenditures to its operating costs, a municipal corporation like the Augusta Water District must of necessity derive the money required for its extensions from its rate-payers. It must accomplish this purpose, however, so as not to conflict with the requirements of the statute which we have just quoted—"That the rate, toll or charge exacted by a utility for its services shall be reasonable and just * * * * *." The policy of the management of the water district in regard to making extensions in the past has been progressive, wise, and responsive, so far as finances would permit, to the demands of the people living within the district. During the last year a chlorination system has been installed at the pumping works, land has been purchased to safeguard the water supply from contamination at a considerable expense to the district, making necessary the increases in revenue hereby provided for. There is hardly anything a community obtains so cheaply as water, and in the present instance the district will be supplied with water of a remarkable quality at rates that we believe will prove sufficient and equitable.

Our study of this case leads to the conclusion that the present rates of the Augusta Water District are inadequate, unreasonable and discriminatory. It is therefore

ORDERED, ADJUDGED and DECREED

(1) That the rates charged by the Augusta Water District for its services, published in its Schedule M. P. U.

C. No. 1, are unjust, unreasonable, inadequate, and unjustly discriminatory;

(2) That the rates proposed as increases by the Augusta Water District in its Schedule M. P. U. C. No. 2 are unjust, unreasonable, and unjustly discriminatory, and are disallowed;

(3) That the rates and conditions exacted by the Augusta Water District for municipal services in the City of Augusta, in accordance with the aforesaid contract, are unjust, unreasonable and inadequate, and are unreasonably and unjustly discriminatory;

(4) That the Augusta Water District be directed and required to adopt and file a schedule of rates identical with those contained in Exhibit A, attached hereto and made a part of this order. That said new rates and regulations be established, effective June 1, 1924.

(Rates and regulations herein referred to are on file in the office of the Commission.)

STATE OF MAINE

PUBLIC UTILITIES COMMISSION

Walter P. Quiner et als vs. Central Maine Power Company
re extension of service.

F. C. No. 513. May 22, 1924.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.
Appearances: Merritt A. Johnson, Esq., for complainants.
Everett H. Maxcy, Esq., for respondents.

Under date of August 2, 1923, certain citizens of the town of Waldoboro, residing in that part of the town known as Dutch Neck, made a complaint against the Central Maine Power Company and requested this Commission to require said company to extend its electric lighting system from West Waldoboro to the end of said Dutch Neck, a distance of approximately three miles, and furnish its service to the

complainants and other residents of that vicinity requiring such service.

Dutch Neck, so called, is a part of the town of Waldoboro and consists of a long narrow peninsula, located at the extreme southerly part of the town, the northerly portion thereof being about 4 miles and the southerly portion being about 6 miles distant from Waldoboro Village. The southerly part of this peninsula for a distance of approximately 2 miles, is quite thickly settled and is apparently a prosperous and flourishing section of the town of Waldoboro. A considerable number of well kept farm houses are located on either side of the road, which extends for nearly the entire length of the peninsula, and at the southerly end of this road is the residence of Mr. Quiner, one of the complainants, who conducts a summer business at that place, having accommodations at the present time for 35 to 40 people, and intending, as he testifies, to build additional cottages. It appears also that Mr. Hawthorn of New York City has a summer home there and intends to build additional bungalows for the accomodation of summer people and that others are furnishing accommodations for summer boarders at this place. There are located along this road and in a position to receive service, if the electric line be extended as requested, 37 houses occupied by permanent residents without counting the summer cottages. There are also located upon this road a church and a schoolhouse. Twenty-six of these residents have already expressed a desire for the electric service and have agreed to take the service if offered. The requirements in some instances would be probably for only minimum service but in other cases would be considerably above the minimum. There is evidently a demand for electric service on Dutch Neck and the request of these people ought to be granted, provided such service can be furnished at reasonable rates and without imposing an undue burden upon the company or its other customers.

The Central Maine Power Company is already rendering service in the town of Waldoboro and its distribution system extends at the present time from Waldoboro Village along the road to Dutch Neck as far as Eugley's Corner, a

distance of about three miles from the village, whence the line extends to West Waldoboro. The requested extension to Dutch Neck, if made, would connect with the existing line at Eugley's Corner, and extend in a general southerly direction following the road as described along the Dutch Neck peninsula for a total distance of 3.1 miles from Eugley's Corner to the residence of W. P. Quiner, which is at the extreme end of the proposed line.

The respondent company recognizes its obligation generally to serve all parts of the territory which it is occupying, and to make any extension which will show to the company a fair return upon its investment in the particular extension, and the company expresses its desire to make an extension in most cases, if it can be assured that it will not be obliged to operate at a loss and that there is a prospect of increased revenue. It does, however, contend that in extensions of this kind, a gross revenue of from 30 to 33% ought to be assured. The company's claim as to the amount of gross revenue required in extensions of this kind is not convincing. We have not heretofore in cases of this kind and shall not in the instant case, attempt to definitely fix and determine any specific percentage of revenue, which must be assured in all cases before the company ought to be required to extend its service to a rural community. Such percentage of gross revenue to total investment, must necessarily vary with the varying circumstances and conditions surrounding the different cases in which extensions are requested. The requirement in each case must be determined after a full consideration of the evidence submitted, taking into account all the facts, circumstances and conditions pertinent to such case. "If a utility would occupy exclusively a given territory, it must serve adequately, fairly, and fully this same territory; it is under imperative obligation to serve within reasonable bounds all whom it finds within its field. It cannot select the profitable part and ignore entirely the unprofitable." A utility, however, ought not to be required to make extensions when an undue burden would thereby be imposed upon the company or upon its other customers, and prospective customers requesting service extensions, who are so situated

that such extensions can only be made at an additional or unusual cost, must contribute thereto, either in the form of higher rates or otherwise, to such an extent that no undue burden will thereby be created.

The engineer of the respondent company, who testified at the hearing, estimated the cost of the proposed extension at \$4,301.47, and he stated that such estimate might be increased by reason of the presence of ledge to the extent of \$150 to \$200. After the hearing the Assistant Engineer of the Commission visited the premises and investigated the conditions along the line of the proposed extension, and made an estimate of the cost. The estimates of the two engineers are in substantial accord and for the purposes of this case, we shall assume that the proposed extension will cost not exceeding \$4400, which would result in an annual cost to the company, including 7% interest on the new investment, of approximately \$675. This latter figure represents what might be termed the out of pocket cost of operating the proposed extension and does not include any allocation for general overhead expenses. We believe, therefore, that some addition to this annual cost figure ought to be made, although such addition under the circumstances shown to exist in this case, should be comparatively small. We find that there is a demand and necessity for this service and we believe that the requested extension should be made provided an annual minimum revenue of \$750 can be assured for a reasonable length of time. This amount of revenue, so assured, while less than the company might be entitled to receive under more favorable conditions, will in our opinion enable the company to render this service without any loss and probably with some profit to itself. A larger requirement would place this service beyond the reach of a considerable group of people who need such service and who ought to receive it if possible.

Therefore, after full investigation and a careful consideration of the evidence submitted, it is

ORDERED, ADJUDGED and DECREED

(1) That the Central Maine Power Company extend its distribution line from the end of its present line at or

near Eugley's Corner, in the town of Waldoboro, in a general southerly direction along the Dutch Neck road, so called, for a distance of approximately 3.1 miles to the residence of W. P. Quiner, located on said Dutch Neck road, near the southerly end of Dutch Neck peninsula, so as to furnish electric current for light and power to the people along said route. The work of making such extension shall be commenced within twenty (20) days after the contracts or guarantees mentioned in paragraph 2 of this order, shall have been tendered to said company, and shall be completed with reasonable diligence.

(2) Before said company shall be required to comply with the foregoing order, the parties desiring said service, or some of them, shall tender to the company written contracts or guarantees satisfactory to the company or approved by this Commission, providing for a payment to said company annually for a period of five years from the date when the electric current shall be ready to be turned on in all parts of said extension of not less than \$750 per year for the electricity to be furnished for light and power to the people along said route. Each patron shall pay to the company at the regular established rate for all current used, and the amount so paid shall be credited on the guaranteed payment of \$750.00 herein specified.

(3) That said company report to this Commission at the time the work on the extension is begun and within thirty (30) days after the completion of the work.

(4) That a copy of this order, attested by the Clerk of this Commission, be mailed, post-paid, by registered mail to Everett H. Maxcy, Esq., Augusta, Maine, Attorney of Record for said company, and to Walter P. Quiner, Waldoboro, Maine, one of the complainants and one of the representatives of the complainants at the hearing in this case.

STATE OF MAINE

PUBLIC UTILITIES COMMISSION

Henry E. Cash et als vs. Cumberland County Power & Light Company; Re Stop-over privileges at Knightville, South Portland.

F. C. No. 541 June 5, 1924.

Gurney, Chairman; Trafton and Greenlaw, Commissioners.

Appearances: Petitioners, pro se.

Mr. Leon V. Walker, of Verrill, Hale,
Booth & Ives, for Respondent.

This is a petition of citizens of South Portland who seek an order by this Commission to compel the Cumberland County Power & Light Company, operating the electric car system of Portland, South Portland and other towns, to establish stop-over privileges at City Square, Knightville, in the City of South Portland. The petition was dated April 5, 1924; hearing ordered by the Commission to be held at the Municipal Building in the City of Portland on June 4, 1924, at ten (10) o'clock in the forenoon. Notice to be given to respondents and to petitioners by Clerk. The orders of the Commission in this respect were precisely complied with.

Knightville is the point of convergence of five branches of this railroad system. South Portland has a population of nine thousand two hundred fifty-four (9,254) persons, according to the census of 1920. It comprises an area of about eight thousand (8,000) acres. By far the larger part of its population having occasion to enter the City of Portland passes through Knightville Square, at which point is located the municipal offices, a branch of a trust company, and several business establishments, principally grocery stores, drug stores, etc. There are no department stores, clothing stores or other general merchandise selling establishments, and with the exception of the bank, the gas company's office and the municipal offices, most of the business customarily transacted at this point can be met by the neighborhood stores found in the different settlements throughout the city.

We readily sympathize with the energetic Chamber of Commerce which is alert to the desirability of stop-over privileges at this point, and its representatives very frankly stated that they sought such privileges because they felt the granting of them would be without detriment to the rest of the system of the railroad company. The petitioners did not stress their insistence that stop-over privileges be granted them if to do so would impose a burden upon others, but predicated their request upon their belief that they would benefit the citizens of South Portland, and in no way conflict with the interests of others. If this be true, no reason could be alleged why stop-over privileges should not be granted to this branch of the trolley system as well as to others. It is a fact, however, that this same respondent operates its system through other towns and cities. Its lines run from Yarmouth, through Falmouth to Portland; from Gorham, through Westbrook to Portland; from South Windham, through Westbrook to Portland. We cannot fail to take into consideration that the people having occasion to use other branches of this system might, with equal justice, proffer the same request.

It is apparent that the purpose of the stop-over is to save to the passenger the payment of extra fare which he is now compelled to pay if he interrupts his passage at Knightville. The initial fare in this system is ten (10) cents for cash, but a five-ride ticket is procurable for forty (40) cents. The saving in most instances, therefore, would be a saving of eight (8) cents to the passenger availing himself of the stop-over privileges, if established. The railway company must earn its operating and other fixed charges in order to insure its maintenance, and it has been operating at a deficit for the past few years. As a consequence of stop-over privileges at South Portland, with the resulting diminution of income, it would become necessary that the amount of money so lost to the Company be made up from other sources, either by an increase in fare charges throughout the entire system, or by a diminution of its expenditures for operation, upkeep and maintenance.

This Commission has had occasion for the past few years to keep in very close touch with this particular utility.

Its affairs have been the subject of our consideration a great many times, and but a few years ago the State of Maine expended a considerable amount of money in causing a scientific and careful appraisal of its system to be made for the purpose of determining a fair rate base for its service.

We do not see how we could grant the request of the petitioners without effecting the result that they are unwilling to cause; namely, an increase of the burden of this road upon other patrons of the system. The representatives of the South Portland Chamber of Commerce very clearly and very fairly stated that they did not seek this privilege at this price, and this is the price we are confident must be paid. Stop-over privileges are rarely allowed where the initial fare is small, as in the case of street railroads; and while there may be isolated cases where they exist, it certainly is not the general rule throughout the United States in the case of lines conducted by street railroad systems which are not subsidized or owned by municipalities. The question is not one of public convenience, for all admit that the stop-over privileges at this point and elsewhere would be a great convenience to the local public. It is rather an economic problem, and we feel that the situation does not warrant the granting of the petition.

Accordingly, it is

ORDERED, ADJUDGED and DECREED

that the petition be dismissed.

STATE OF MAINE

PUBLIC UTILITIES COMMISSION

Re Western Maine Power Company: Accident at Steep Falls, Maine, on May 28, 1924, resulting in the death of Harry R. Chick, of Steep Falls.

A. No. 666 July 16, 1924

On May 28, 1924, Harry R. Chick, age 33, of Steep Falls, was instantly killed in attempting to put out a fire caused by a live wire in his barn at Steep Falls. It appears that Mr. Chick discovered a fire in his barn on the morning of May 28th. He ran inside the barn and secured a pail of water from a tank in the barn and threw it on the flames. In doing so, he stood on or near the water pipe leading to the water tank. The floor in the vicinity was damp, so that he was well grounded. Water from the pail coming in contact with the wires completed a circuit which caused the current to pass through his body, killing him instantly. Investigation was made by the Inspection Department and the Engineering Department of this Commission, to ascertain, if possible, the cause of the accident, so that similar accidents may be prevented in the future.

We quote the report of the engineers in this case and adopt the recommendation contained therein.

"In describing these events which made this accident possible, the accompanying diagrams will be used. Diagram I is a wiring diagram of the portion of the service which was involved in this accident.

"The two weather-proof wires, L and K, leading the electrical energy from the transformer secondary (Sec. on diagram) to the house at 110 volts, passed through a tree located in front of the house and were so slack that they lay on a branch of this tree no more than an inch apart. This condition had existed for a long time, as proved by grooves approximately half the size of a lead pencil, which had been worn in the branch by friction between the moving branch and the wires. This friction between the wires and the branch, for a considerable length of time, had seriously injured the insulating covering of the wire.

"It rained the night previous to the accident. Sometime very early in the morning the two wires, L and K, came in contact with each other at the point where they rested on the branch (C in the diagram). This could very readily be caused by a gust of wind, as the wires were very slack. Due to the impaired condition of the insulation, a short circuit was produced on the secondary of the transformer. That this occurred is shown by the condition of these wires at this point. Where the wires came together some of the copper was melted from one and deposited on the other and the branch in the vicinity was badly charred.

"A short circuit on a transformer secondary will cause an excessive current to flow in it. This will in turn produce an excessive current in the primary coil and burn the fuses inserted in the primary leads. In this case the primary was protected by the customary high voltage fuses, at least one of which was opened by the short circuit. For some reason, either through the effect of moisture or some other cause, the current was not entirely interrupted by the fuse as the current continued to arc through it.

"The testimony mentions seeing a light on the pole about 4.15 in the morning. This was undoubtedly due to the arc across the broken fuse. The porcelain tube was fused and crystallized by the heat of the arc. As a result of this the transformer insulation was broken down. Mr. Quint informed us that tests on the transformer showed that the insulation on one secondary coil was so badly destroyed that the wire was in contact with wire of the primary coil, offering a path of negligible resistance for the 11,000 volts to the 110-volt secondary.

"One side of the secondary was grounded at B so that a heavy current flowed to ground. This heavy current burned off the ground wire at the surface of the earth as evidenced by the appearance of the wire. This formed a high resistance ground, the high voltage causing arcing to the damp surface of the pole. The pole was badly charred at the surface of the earth in the vicinity of the ground wire.

"The burning of the ground wire increased the strain on the insulation of the wires leading to the house. Due

to the open service switch E, the high voltage could not have been impressed on the wires in the house or barn No. 1, except through some sort of by-pass.

"At some time or other a circuit had been extended to barn No. 2 across the road. This circuit was supported by the same insulators as the service wires from the transformer, and passed through the same service conduit and were connected with the wires leading to barn No. 1 on the load side of the meter.

"The high voltage being unable to enter the house through the service switch, broke down the insulation between wires K and M where they were in contact on one of the glass insulators on the side of the house. The insulation was badly burned where these two wires came together and the white paint on the eaves over the insulator was darkened by the smoke.

"Thus the 11,000 volts entered the house through wire M and fuse block F. Fuse No. 1 was blown but Fuse No. 2, which was in line M, was intact, leading the high voltage to barn No. 1, which is behind the house, and in which the accident occurred. This formed the by-pass suggested above.

"The wiring in this barn was done largely by BX cable. This cable consists of two insulated wires in a metal cover. The metal cover was grounded by a wire wrapped around it and leading to a water pipe under the barn. This wire appeared to be burned off at the point of connection to the pipe.

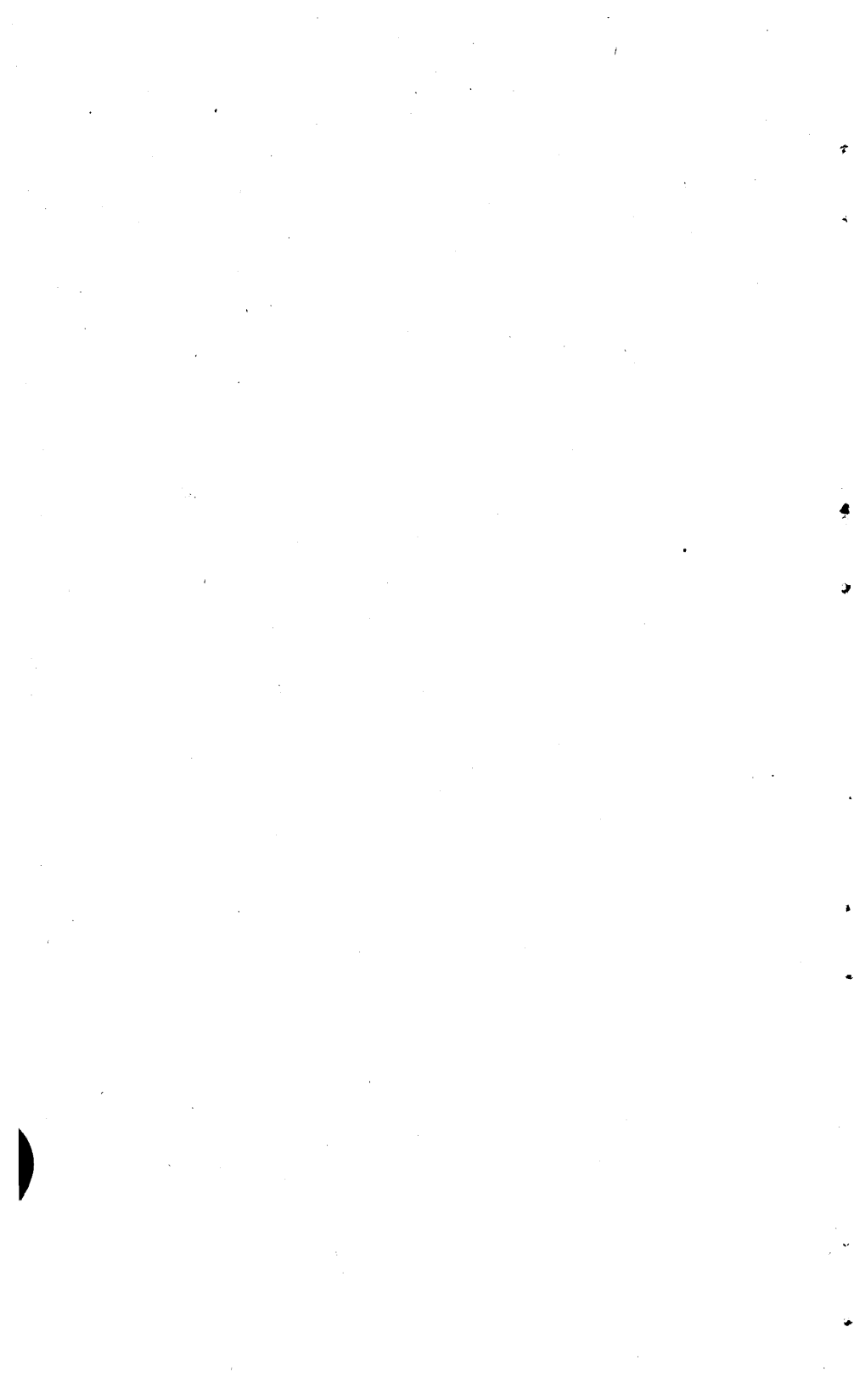
"When the high voltage entered the barn it caused an arc from the wire to the grounded metal cover of the cable at point G where the wires leave the cable. This arc apparently ignited the wood in the vicinity and burned off the ground wire although the current flowing was not sufficient to open the fuse in block F. Thus the arc was extinguished, leaving the wires at high voltage and the wood burning.

"Mr. Harry R. Chick, seeing this fire, went to a tank of water situated about 3 feet from the fire, where he secured a pail of water which he threw on the flame. In doing so he stood on or near the water pipe. The floor in

the vicinity was damp so that he was well grounded. The stream of water coming in contact with the wires which were several thousand volts above that of the ground, completed the circuit with fatal effect.

"Diagram II shows the path the high voltage current followed into the barn. The current started at the primary wire through one of the primary fuses, through the point of contact between primary and secondary windings at A, through the arc D between the two wires M and K at the house insulator, through fuse No. 2 at fuse block F through the house, and through the barn to the end of the BX cable at point G, which was therefore at a voltage of several thousand volts above ground.

"Harry R. Chick lost his life by completing the circuit from point G to ground."



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