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A HISTORY OF THE JOPLIN & PITTSBURG
ELECTRIC RAILWAY COMPANY, 1890-1929

A Thesis Submitted to the Graduate Division in Partial

APPROVED; Fulfillment of the Requirements for the

Degree of Master of Science

Thesis Advisor

Chairman of Thesis Committee

Chairman of Graduate Council

By

Robert Eastman Hickman

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Pittsburg, Kansas

July, 1948

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Headlight, and Sister M. Augustine Clanchan's thesis, *The
Founding and Early Development of Pittsburg.*

ABSTRACT

This study was made to preserve the story of the Joplin & Pittsburg Railway Company, a transportation pioneer in the Pittsburg, Kansas, district. The study begins with the founding of Pittsburg, cursorily discusses the coming of steam trunk lines, and treats of the electric lines which were merged in 1910 to form the Joplin & Pittsburg Railway Company. From this juncture the study deals with the progress of the line until its end in 1929. Chronological order has been followed in the study in an effort to accentuate the cause and effect aspects of the company's life. Labor troubles, extensions, and finances have been given considerable attention in order that it may be as apparent as possible why the corporation failed.

Company records to 1929 are not extant, having been willfully destroyed by purchasers of the property in that year. Because of this, most material used in this study was taken from the Pittsburg Headlight. To determine the company's expansions and obligations a book of franchises was used. This book is the personal property of J. A. Fenimore. For study of the early companies a considerable amount of material was found in the Golden Jubilee Edition of the Pittsburg Headlight, and Sister M. Augustine Clarahan's thesis, The Founding and Early Development of Pittsburg.

CHAPTER I

ANTECEDENTS OF THE JOPLIN & PITTSBURG RAILWAY COMPANY

Pittsburg, Kansas, came into being as New Pittsburg, May 20, 1876, when the register of deeds at Girard filed the first plat.¹ Coal LIST OF FIGURES and the building FIGURE Road were responsible for the birth of this PAGE

new of 1. Map of the Joplin & Pittsburg Electric and lines
Railway Company's lines in Crawford,
were added Cherokee and Jasper Counties 38

study will treat with several interurban lines which brought trade into Pittsburg, swelled the population, increased the city's wealth, and were later incorporated to form the Joplin & Pittsburg Railway Company.

Rich deposits of ore had been found in southeastern Kansas and southwestern Missouri, but the problem of refining and marketing the metal remained to be solved. The solution was afforded by Moffett and Sargent, two smelters of Joplin, Missouri. In the summer of 1876 they built a rail line from Joplin to Girard, Kansas. As soon as the line was established, New Pittsburg was laid out.²

This line, however, did not long remain independent,

¹ Pittsburg Headlight, (hereinafter cited as Headlight) May 19, 1886, Special Golden Jubilee Edition.

² Fred M. Howell, Kansas Historical Quarterly, I, 231; Register of Deeds, Crawford County, Book 2, 103.

CHAPTER I

ANTECEDENTS OF THE JOPLIN & PITTSBURG RAILWAY COMPANY

Pittsburg, Kansas, came into being as New Pittsburg, May 20, 1876, when the register of deeds at Girard filed the first plat.¹ Coal, lead and zinc ore, and the building of a railroad were responsible for the birth of this new city. In its early years three additional trunk lines were added, and after a cursory examination of these, this study will treat with several interurban lines which brought trade into Pittsburg, swelled the population, increased the city's wealth, and were later incorporated to form the Joplin & Pittsburg Railway Company.

Rich deposits of ore had been found in southeastern Kansas and southwestern Missouri, but the problem of refining and marketing the metal remained to be solved. The solution was afforded by Moffett and Sargent, two smelters of Joplin, Missouri. In the summer of 1876 they built a rail line from Joplin to Girard, Kansas. As soon as the line was established, New Pittsburg was laid out.²

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¹Pittsburg Headlight, (hereinafter cited as Headlight), May 19, 1926, Special Golden Jubilee Edition.

²Fred N. Howell, Kansas Historical Quarterly, I, 281; Register of Deeds, Crawford County, book E, 108.

for on May 26, 1879 it was purchased by the executives of the St. Louis and San Francisco railroad.³ By this purchase the Frisco became the first trunk line to enter Pittsburg. It was not long after this transaction that the company purchased coal bearing areas and became the largest coal producer in the region.⁴

Some rail manipulation by Jay Gould brought the next trunk line into Pittsburg. Gould controlled the Missouri, Kansas, and Texas line but was attempting to weaken it for the benefit of his own line, the Missouri Pacific. The weakening was to be accomplished by building a Missouri Pacific cut-off which would divert freight and passenger service from the M.K.&T. Franklin Playter, "father" of Pittsburg, went to New York to confer with Gould concerning the possibilities of running the cut-off through Pittsburg. Gould agreed to run his line from Nevada, Missouri, to Chetopa, Kansas, via Pittsburg if he were presented with ample right-of-way and a small bonus for construction of a depot and freight house. Work was begun on the line in November, 1885, and the first train passed through Pittsburg July 3, 1886.⁵

It was in the years 1885 and 1886 that a coal boom

³Records, Crawford County Abstract Company.

⁴Pittsburg Sun, February 28, 1926.

⁵Headlight, November 7, 1885; July 6, 1886; May 19, 1926.

struck the district and brought in ten new companies. Much of this was due to the influence of the railroads.⁶

The third trunk line to enter the city was the Atchison, Topeka, and Santa Fe. Undoubtedly this line was brought in by its interest in coal, for soon after the arrival of the Missouri Pacific the Santa Fe commenced an extension of its line from Girard to the coal pits north of Pittsburg. By November 1886, five months after the running of the first Missouri Pacific train, the Santa Fe connected Pittsburg with Frontenac and Girard. In about the same amount of time, the company was in charge of two of the largest coal producing mines in the Pittsburg field.⁷

The immediate effect of these first three lines may be noted in the population rise in the region. In the period from 1880 to 1890 the population of Pittsburg alone increased 973.24 per cent.⁸ On January 9, 1884, Pittsburg was declared a city of the second class by Governor G. W. Glick. It was not, however, until September 14, 1906 that Pittsburg became a city of the first class, so proclaimed by Governor W. R. Stubbs.⁹ This followed the coming of the

⁶Crawford County, Kansas, by Home Authors, 111.

⁷Headlight, November 18, 1886.

⁸Total population 6697, listed by wards. Compendium of Eleventh Census, I, 684, Table 20.

⁹Record of Council Proceeding of Pittsburg, Kansas, I, 151; Headlight, May 19, 1926.

fourth trunk line and the extension of the interurban lines to be discussed presently. ~~lines was known as the Pittsburg~~

~~Railway~~ In connection with the increase of population one should notice the expanded coal field in the area for the same period. The year 1898 will serve best as an example of the coal operation in the region. Crawford county had fifty-three mines in operation in the year mentioned. Approximately thirty of these fifty-three mines were within a five mile radius of Pittsburg, and approximately seventeen of the thirty lay within a two and one-half mile radius of Pittsburg.¹⁰ Much of this development lay with the influence of the railroads running through Pittsburg.

The fourth trunk line, and the last, to reach Pittsburg, was the Kansas City, Pittsburg, and Gulf. Later combined with the Pittsburg, Fort Smith, and Southern, this line became known as the Kansas City Southern. In the spring of 1900 the Kansas City Southern Railway Company was organized, with Pittsburg the headquarters for the superintendent of the northern division. This division extends from Kansas City to DeQueen, Arkansas, a distance of 433 miles.¹¹

~~Second~~ While the trunk lines were being laid into Pittsburg, electric lines were being laid, which were to branch into the surrounding territory to draw heavily on the resources

¹⁰Howell, op. cit., I, 274-275. ~~distances. 216-218.~~

¹¹Headlight, May 19, 1926. ~~Interviews with Mr. J. A. Penimore, February 14, 1948 and Mr. G. L. Crocker, April 15, 1943.~~

found there and with these resources nourish the growing city. The first of these lines was known as the Pittsburg Railway Company.

The first electric railway to come to Pittsburg was the Pittsburg Railway Company. A franchise for this road was granted by the City Council to promoter B. F. Hobart, March 20, 1890. The ordinance granting the franchise specified that at least two miles of track had to be laid to make the franchise valid, and that the tracks must run north and south on Broadway. Included, also, was the condition that "all repair shops, rolling stock and offices shall be in Pittsburg, Kansas."¹²

Hobart, president of the Pittsburg Town Company and one of the persons instrumental in locating the Cherokee Zinc smelters in Pittsburg, was a heavy stockholder in both companies and desired to see Pittsburg attain great growth. With that in mind, he built more than two miles of track. Instead of building one mile of track north of Fourth Street and one mile south of Fourth Street, Hobart built nearly three miles of track and doubled the track on Broadway from Second to Tenth. The first cars ran over the line October 20, 1890. Two cars were used daily, with an extension to the smelters as an accomodation to the smelter employees.¹³

¹²City Records, III, 253-258; Ordinances, 216-218.

¹³Headlight, May 19, 1926; Interviews with Mr. J. A. Fenimore, February 14, 1948 and Mr. C. L. Crocker, April 15, 1948.

The first manager of the line was David Ramsay, who had been superintendent of the Kansas and Texas Coal Company. While Ramsay was acting in the capacity of manager, the Pittsburg Vitrified Paving Brick Company was attempting to pave Broadway from Second to Tenth, the section of Broadway double tracked by the rail line. Considerable trouble was encountered by the paving crews with the street car operatives running cars while the paving was being done. In the ensuing trouble, the owners of the brick company, Moore and Nesch, broke their partnership, Moore selling out to Nesch. Ramsay, about the same time, resigned as manager of the line, A. B. Cockerill, manager of the Weir smelters, succeeding him.¹⁴

The Pittsburg Railway Company did not, as did some succeeding roads, furnish its own power. A car barn and light repair shop had been erected on the southwest corner of Twentieth and Broadway.¹⁵ Power for the rail line was purchased from the Pittsburg Gas, Light and Coke Company, which was incorporated in the city in February 1889.¹⁶ The line operated for several years and was then sold to the Pittsburg, Frontenac and Suburban.¹⁷

¹⁴Headlight, May 19, 1926; Interview with Mr. T. F. Cole, May 6, 1948.

¹⁵Ibid.

¹⁶Ibid.; City Records, II, 241; Ordinances, 225.

¹⁷Headlight, May 19, 1926; Interview with Mr. J. A. Fenimore, February 14, 1948.

The second electric rail line to come to Pittsburg was the Forest Park Electric Railway. The franchise for this line was granted, January 25, 1891,¹⁸ by the city of Pittsburg, to Dr. George W. Williams and a few local business men. Dr. Williams and the business men reassigned their franchise to W. A. Swan, W. D. Ford, and E. Van Gunday, who undertook to build the road.¹⁹

Soon after work on the road was begun, Van Gunday withdrew, and Swan and Ford completed the line east and west on Fourth Street, the west end of the line terminating at the Cow Creek Bridge. With some additional capital, the line was extended into Forest Park, and with the interest of business in mind, a band which had been entertaining Saturday evenings at Fourth and Broadway was engaged to play evening concerts in the park.²⁰

Business evidently was not too good, for in November, 1893, the Judge of the District Court, sitting for Crawford County, Kansas, ordered the road to be sold at public auction on January 22, 1894.²¹ This date was later changed to February 23, 1894, when the sale actually took place.

On February 23, 1894, the auction was held at the

¹⁸City Records, II, 18-23.

¹⁹Headlight, May 19, 1926.

²⁰Ibid.

²¹Ibid., January 3, 1894; Appendix E.

Pittsburg City Hall, and "the bidding was not very spirited, there being only three bidders present in the good sized crowd of people that assembled to witness the sale."²²

The Forest Park Electric Street Railway was purchased for \$3,450 by L. Bedell, of the Neosho Valley Investment Company, as a trustee of an eastern syndicate. The reporter covering the sale said that, "At the price paid it is a good property for the owner, and if it should be extended to Frontenac as the purchasers contemplate doing in the spring, it will be a profitable investment."²³ The line was later transferred to the Pittsburg, Frontenac and Suburban line of Pittsburg.

The Pittsburg, Frontenac and Suburban Railway Company was brought to Pittsburg by W. C. Simons of Chetopa. Simons had made a considerable sum in the Farm Loan Business of Chetopa and had come to Pittsburg to pursue his ambition to be a promoter of electric railway lines.²⁴ On September 5, 1894, the city of Pittsburg granted Simons a thirty-five year franchise.²⁵

Simons' first move as owner of the charter was to purchase the Forest Park Electric Railway, which had been

²²Ibid., February 23, 1894.

²³Ibid.; Interview with T. F. Cole, May 6, 1948.

²⁴Headlight, May 19, 1926.

²⁵Revised Ordinances, (1899), p. 265.

sold to an eastern syndicate on February 23, 1894. The papers conveying the line to the Pittsburgh, Frontenac, and Suburban were signed in St. Louis, August 29, 1895.²⁶

Late in 1894, a car barn and a 75-kilowatt, 125-cycle unit power plant were erected on East Twentieth Street by contractor Fred Massman.²⁷ The plant was not finished for full output until July 1, 1895, and in the interim the cars running on the Frontenac line, completed May 16, 1895 from a junction of the Forest Park line on Fourth Street and Grand Avenue, were seldom on schedule.²⁸

In October, 1896, the executives of the P. F., & S. petitioned the City Council for an ordinance permitting the company to sell power to the residents of Pittsburgh.²⁹ The possibility of competition from the P. F. & S. brought the Pittsburgh Light and Coke Company officials before the City Council in vociferous protest.³⁰

After much discussion by all concerned, on October 12, 1896, Mayor Fisher signed the ordinance requested by the P. F., & S. There was a specific clause to be fulfilled,

²⁶Headlight, August 29, 1895; May 19, 1926.

²⁷Sister M. Augustine Clarahan, The Founding and Early Development of Pittsburgh, 59; Headlight, May 19, 1926; Interview with T. F. Cole, May 6, 1948.

²⁸Headlight, May 19, 1926; Interview with T. F. Cole, May 6, 1948.

²⁹Headlight, October 10, 1896.

³⁰Ibid.; Clarahan, op. cit., 59.

however, requiring the line to build to the city of Chicopee within six months. At that time, the P. F., & S. officials announced the line would be completed in about two months and that possibly the line would be extended to a point south of Fleming, or north of Yale.³¹

The deadline for completion of the Chicopee line was set for midnight, April 14, 1897.³² On February 13, 1897, Sam Barrett, superintendent of construction for the line, announced that work would be commenced immediately. Mussleman and Barclay, contractors of Kansas City, were to build the extension within thirty days, and were under heavy bond. The Kansas City contractors were listed for all work except trestles and bridges; these were to be erected by William Weaver, a well known builder, of Pittsburg.³³

The line was not completed as early as contemplated, but regular service was established by April 14, 1897. The party making the initial trip was composed of W. C. Supp, W. C. Simons, John Randolph, attorney for the road, a few company employees, and a representative of the press. This was the last rail extension for nine years.³⁴

Since the extension was completed on time, the franchise became valid, and the P. F., & S. made ready to furnish

³¹Headlight, October 13, 1896.

³²Ibid., May 19, 1926.

³³Ibid., February 13, 1897.

³⁴Ibid., May 19, 1926; Interview with T. F. Cole, May 6, 1948; Clarahan, op. cit., 55.

current for commercial lighting. The plant had a capacity for approximately 1000 lights, and 800 prospective users anxiously awaited service.³⁵

About this time, W. C. Simons died, and his son LeRoy took the office formerly held by his father. Under young Simons' guidance the road did not prove a success, and the stockholders concluded that changes would have to be made.³⁶

On February 10, 1898 stockholders of the P. F., & S. held an annual meeting in the offices of the company. LeRoy Simons presided as chairman, with A. L. Chaplin as secretary. At this meeting a new board of directors was chosen, composed of Morris Cliggitt, M. O. Dick, F. B. Wheeler, J. A. Gibson, all of Pittsburg, and J. J. Tyler, J. E. Jones, and Joseph Anderson of Westchester, Penn.³⁷

The stockholders present or represented at this gathering were Morris Cliggitt, for eastern holders, 760 shares; F. B. Wheeler, 4 shares; W. O. Dick, 10 shares; J. A. Gibson, 10 shares; LeRoy Simons, 55 shares; and R. G. Urmay and Joseph Anderson, 130 shares.³⁸

New officers (Morris Cliggitt, president; J. J. Tyler, vice president; M. O. Dick, treasurer, and J. A. Gibson, superintendent) were elected with the understanding that

³⁵Interview with T. F. Cole, May 6, 1948.

³⁶Headlight, May 19, 1926.

³⁷Ibid., February 10, 1898; May 19, 1926.

³⁸Ibid., February 10, 1898.

the road was to be made a paying proposition and that the superintendent, not the president, was to supervise the running of the road.³⁹

In the next few years the road operated in such a manner that the income exceeded the outlay. Then, on July 12, 1901, the name of the road was changed to the Pittsburgh Railroad Company, with J. J. Tyler, president, and John Tracy, secretary. The Pittsburgh Railroad Company now ran the electric lines, and the Pittsburgh Light and Power Company operated the electric lighting and power plant.⁴⁰

It was announced, in February 1902, that the proposed Twentieth Street connection was to be made on the line. W. W. McKee, the new manager, supervised the connection, which joined the Broadway line with the Grand Avenue line by way of Twentieth, and on September 20, 1902, McKee announced the completion of the loop.⁴¹

Little was done on the line from this time until the coming of Fred H. Fitch in 1905; however, promotion of electric railways did not cease. Many local and transient "promoters" were quite willing to sell stock to any unsuspecting person with loose purse strings. And there were many people taken in by the desire for rapid returns on

³⁹Ibid. Interview with T. F. Cole, May 6, 1948; Mr. C. L. Crocker, May 15, 1948.

⁴⁰Ibid., May 19, 1926; Interview with T. F. Cole, May 6, 1948.

⁴¹Headlight, May 19, 1926.

"small investments" made in electric railway companies.⁴²

Some people lost money by investing in rail lines which were actually planned but either fell under competition or were not laid because of inadequate backing, poor management, and other factors. Frank N. Moore, claiming to be backed by eastern capitalists, proposed a Joplin-Pittsburg line via Columbus and Cherokee. More will be said of his attempts in succeeding pages. R. C. Rawlins of Chanute planned to build from the latter city through Mineral and St. Paul. C. V. Crough, also in the "promoter" business, planned to build from Pittsburg northward to Girard, Erie, Humboldt, and Iola. There were other smaller ventures too numerous to mention. On some of these lines some work was done, but nearly all of them failed and it is doubtful that many of the investors were reimbursed.⁴³

About April 1, 1905, the Pittsburg Railroad Company was purchased by Fred H. Fitch, president and general manager, and Guy N. Walker, of New York. Soon after these men took over the line, it was announced that an extension to Scammon and possibly to Columbus would soon be undertaken. Actual work was not commenced until late in the summer.⁴⁴

In the spring of 1906 the management of the road was

⁴²Interview with T. F. Cole, May 6, 1948; Mr. C. L. Crocker, April 15, 1948.

⁴³Interview with T. F. Cole, May 6, 1948; Headlight, May 19, 1926.

⁴⁴Headlight, May 19, 1926.

⁴⁵Ibid., January 12, 1906.

changed and an extensive building program was initiated. J. W. Grounds, E. H. Irwin, and W. W. Calhoun of Carthage, all former associates of Fitch in a Joplin rail enterprise, purchased the interests of Guy N. Walker. W. W. Calhoun was made president, and Fitch, secretary and general manager.⁴⁵

In the meantime the company officials had obtained a franchise from Weir City. This franchise, granted September 5, 1905, was "in consideration of a line of electric railway in a northeasterly direction from Weir City to a connection with the grantee's present system at Pittsburg and in a westerly or southwesterly direction at least as far as the Main North and South line of the St. Louis and San Francisco R. R. Company....."⁴⁶ The line was to be completed within one year of the date of passage, no taxes - except the regular property taxes - were to be levied against the road, and the grant was to be valid for a fifty year period.⁴⁷

By mid-January, 1906, the company was far along the task of building into Weir City. Weather conditions slowed the work somewhat, but the deadline was yet in the distance.⁴⁸ By the first of February, the grading and track laying were in advance of the bridge builders, and since material was slow in arriving, the tracks had been laid over false work,

⁴⁵Clarahan, op. cit., 56.

⁴⁶Weir Ordinance No. 106, J. A. Fenimore franchise collection (hereinafter cited as Fenimore, Collection).

⁴⁷Ibid.

⁴⁸Ibid., January 12, 1906.

with the intention of building the bridges under the tracking
once the material became available.⁴⁹

By mid-February the line had been pushed beyond Fleming,
a regular schedule was being kept into the town, and bridge
timbers had begun to arrive at the Frisco spur near the
Hamilton and Grant mine. The electric line crossed the
Frisco a short distance north of the H. & G. mine, and at
this junction a station was to be erected for the convenience
of the miners, the H. & G., Schwab, Central No. 41, and New
Central No. 39, all being in the immediate vicinity.⁵⁰

Other work was being done to the south. The Pittsburgh
Railroad Company began to grade for a roadbed just north of
the Columbus city limits. This was done without an entry
franchise from the city of Columbus in an attempt to drive
Captain Frank N. Moore's proposed line from the scene.
Moore had secured a franchise from the city of Columbus at
an earlier date.⁵¹

Frank N. Moore had been granted a charter, by the
State of Kansas, February 5, 1902, to establish the Mineral
Cities Electric Railway Company with a capital of \$1,500,000.⁵²
Moore and his company had earlier planned to connect Joplin,
Galena, Columbus, Weir City, Pittsburg, and Minden with

⁴⁹Ibid., February 1, 1906.

⁵⁰Ibid., February 15, 1906.

⁵¹Ibid., February 23, 1906.

⁵²Ibid., February 6, 1902.

intervening camps. Stockholders were Frank N. Moore, of North Orville, Pennsylvania; Avery Wilber, Baxter Springs; Andrew Sherer, Columbus; A. H. Schlanger, Weir City; O. K. Dean, Pittsburg; G. F. Farwell, Joplin; and E. E. Sapp of Galena. Moore, it was alleged, held 975 of the 1,500 shares of stock.⁵³

The Frank N. Moore project was unsuccessful from its outset and not too much was heard of the Mineral Cities line until the arrival of the Pittsburg Railroad Company crews at the city limits of Columbus. At this point Moore was shaken into action by the Pittsburg Company's request for a franchise. Moore possessed a Columbus franchise and did not care to have his rights trespassed upon.

With the Pittsburg company bidding for Columbus trade, Moore had either to put crews to work or forget about his franchise. He decided upon the former. Early in February a meeting of Mineral Cities' stockholders was held in Pittsburg and brought about a reorganization of the company. H. E. Randall and Jas. Gayle, of Louisville, Kentucky, were appointed directors of the company, and the immediate result was a restatement of the company's intentions.⁵⁴

A few days later Moore announced that he had just succeeded in financing the road for the sixth time in five years. He also announced that there would be no connection

⁵³Ibid.

⁵⁴Ibid., February 12, 1906.

of the rejuvenated Mineral Cities line and the Pittsburg line as rumored.⁵⁵ Four years earlier Moore had said that with the exception of franchises from Pittsburg and Frontenac he possessed all the franchises necessary for the construction of his line. At that time he deemed the Pittsburg and Frontenac franchise unnecessary since, "The Mineral Cities Company intends to absorb the Pittsburg & Frontenac railway now in operation."⁵⁶ Moore was now certain that he must take immediate action, and his first thought was to keep Fitch out of Columbus.

On March 2, 1906 Fitch announced that he had been assured by President Rogers, of the Southwest Missouri electric line, that an extension of the Southwest line would be made from Galena to Columbus and there connected with the Pittsburg line.⁵⁷

On March 6 Fitch asked for a franchise from the Columbus City Council. The Rawlins line of Chanute requested a franchise the same day.⁵⁸ These requests brought Moore to Columbus in hot protest.

The Columbus Council at first declined to grant Fitch the franchise on the grounds that his franchise would

⁵⁵Ibid., February 15, 1906.

⁵⁶Ibid., February 17, 1902. This information bore a Joplin News-Herald dateline. Moore did much of his work in the Joplin area, most of the work being paper work and propaganda.

⁵⁷Ibid., March 2, 1906.

⁵⁸Ibid., March 6, 1906.

parallel that held by Moore. Fitch tried to secure revocation of Moore's franchise by calling attention to Moore's procrastination, offering to initiate active operation within ten days and to have the line finished by January 1, 1907, the day which Moore had promised to commence work.⁵⁹

At this, Moore requested the Council to refrain from action for thirty days while he took stock of his possibilities of starting earlier. Fitch countered by offering the Council a deposit of \$10,000 to guarantee his compliance with the terms laid out in his request for a franchise. He went further and promised to have cars running from Scammon to Columbus by July 4, 1906. The Council had heard enough, refused to grant the franchises and adjourned.⁶⁰

The next day, March 7, Fitch began the actual grading about one mile north of the Columbus city limits and threatened to by-pass the city in the event that he did not receive a franchise.⁶¹ Following a meeting of the City Council of Columbus on March 8, it was announced that Fitch would not get his franchise.⁶² Fitch continued grading.

Public opinion in Pittsburg tended to favor the Columbus Council's refusal to grant the franchise. It was believed that if the line were run into Stippville and

⁵⁹Ibid., March 12, 1906.

⁶⁰Ibid., March 6, 1906.

⁶¹Ibid., March 7, 1906.

⁶²Ibid., March 9, 1906.

terminated there that trade in the region would be drawn into Pittsburg and away from Columbus. If a Columbus contact were made, many people along the line might choose the shorter distance when buying.⁶³

While the Columbus battle raged, the line from Chicopee to Weir was completed on March 9. The first run was made two days later and regular service commenced.⁶⁴

Fitch, who was undismayed by the Columbus trouble, revealed March 13 that he planned to extend his line north of Pittsburg to take in the densely populated coal camps. It was stated that about three years would be necessary to complete the project.⁶⁵

Not to be outdone, Moore announced on the same day that the Mineral Cities line would be extended north of Pittsburg.⁶⁶

Three days later, March 16, the Fitch-Moore battle at Columbus was started on its last phase by an order from Judge McNeil. The order provided for commissions to settle the Scammon-Columbus right of way question which had arisen during the franchise trouble. The Mineral Cities line was represented by attorney E. V. McNeil and commissioners H. R. Saddler, O. F. Rittenhouse, and Pat Jolly. The Pittsburg line was represented by attorneys John Curran of Pittsburg

⁶³Ibid., March 12, 1906.

⁶⁴Ibid., May 19, 1926. 31, Fenimore, Collection.

⁶⁵Ibid., March 13, 1906. Fenimore, Collection.

⁶⁶Ibid.

and S. L. Walker of Columbus, and commissioners A. S. Dennison, Ed Kelley, and M. R. Steward.⁶⁷ Following the appointment of these commissions the Fitch-Moore Columbus battle dropped from the news for some time.

As the line progressed it was necessary to obtain new franchises, and May 12, 1906, the city of Mineral granted its first franchise to the Pittsburg line. This franchise stipulated that sixty pound "T" rails be used, that the track be laid as nearly as possible in the center of the street, and that electrical power be used. It also set the speed limit for cars within the city at twelve miles per hour in the business district and eighteen miles per hour otherwise. The fare was not to exceed five cents. The Pittsburg company was not to be taxed except by the regular property laws. The company assumed all damages, costs, and expenses incurred through exercising the grant.⁶⁸

Weir passed a second ordinance on May 25 concerning the Pittsburg line. The new ordinance amended section 3 of the 1905 ordinance by naming the streets which could be used by the company. The first ordinance had not been specific in this matter.⁶⁹ The new legislation by Weir was passed just four days before the completion of the Scammon power plant

⁶⁷Ibid., March 16, 1906.

⁶⁸Mineral Ordinance, No. 31, Fenimore, Collection.

⁶⁹Weir Ordinance, No. 110, Fenimore, Collection.

⁷²Scammon Journal, June 8, 1906.

May 29.⁷⁰ After this plant was put into full operation, and Weir-Pittsburg traffic was put on a regular schedule.

Columbus finally granted a franchise to the Pittsburg company and named her own terms on June 4, 1906. Two sections of the franchise are particularly noteworthy.

Section 8. This franchise is granted upon the express stipulation that the grantee shall construct a line of electric railway extending from Columbus to Scammon, Kansas, and that cars shall be operated between Columbus and Scammon within one year from the date of the passage of this ordinance. Unless the stipulation in this section is complied with then this franchise shall be null and void.

Section 11. The grantee shall pay to the said city on the first day of July, following the completion of said railway, the sum of twenty-five (\$25.00) dollars, and each succeeding July thereafter the sum of twenty-five (\$25.00) dollars in lieu of franchise tax, occupation tax, car tax or any tax of special levy against the grantee or its property until the population of said city shall exceed five thousand, and then ten (10) dollars additional for each one thousand population above said five thousand.⁷¹

This franchise was published in the Columbus Daily Advocate June 5, 1906, and was readily accepted by the Pittsburg company.

Scammon closely followed Columbus in granting the company a franchise. The Scammon ordinance was passed June 5, approved June 6, and published June 8.⁷² Sections 9 and 10 of this ordinance deal with building stipulations and special concessions.

⁷⁰Headlight, May 19, 1926.

⁷¹Columbus Ordinance, No. 143, Fenimore, Collection.

⁷²Scammon Journal, June 8, 1906.

Section 9. The franchise granted by this ordinance is given upon the express condition that the grantee shall extend its road from Weir City to the South line of Ross Township of Cherokee County, Kansas, and have same in operation on or before January 1st, 1907; and that it will construct a line of electric Railway Westward from Scammon for the distance of at least Five (5) miles, and that it will have the same in operation as far West as Roseland by July 1st, 1907, and have the full Five miles West from Scammon in operation by January 1st, 1908; and if the grantee fails to so extend its line within the time mentioned, then this franchise shall be null and void.....

Section 10. In consideration of the operation of the lines of electric Railway above set out, the City of Scammon, by its Mayor and Councilmen, agrees that it will not impose upon the said grantee, its successors and assigns, any license or occupation tax or any other special tax except only the regular tax which is imposed upon all property holders alike.⁷³

In the meantime, the work between Weir and Scammon was being pushed ahead. Two grading gangs were on the job, and about July 1, 1906, the road bed was ready.⁷⁴ On August 17 the last rails of the Pittsburg-Scammon line were laid, and three days later a regular schedule was commenced.⁷⁵

On the same day that the Pittsburg-Scammon line was finished, it was announced that the Southwestern Missouri Electric Railroad Company had been reincorporated and re-organized. This was done to facilitate the building of a line from Webb City and Joplin to Pittsburg by way of Carl

⁷³Scammon Ordinance, No. 35, Fenimore, Collection. This ordinance was amended in 1907 with regard to the extension of the line from the city of Scammon.

⁷⁴Headlight, May 19, 1926.

⁷⁵Ibid. See Ordinance, No. 35, Fenimore, Collection; Cherokee Sentinel, November 2, 1906.

Junction and Opolis.⁷⁶ *On Girard, Kansas, On March 14, 1907.*

The new charter provided for the construction and operation of 101 miles of electric railway in Jasper County, Missouri, and Southeastern Kansas. The lines were planned as follows: from Carthage, via Webb City and Joplin, to Galena, Kansas, then to Baxter Springs, Kansas; from Joplin via Duenwig to Carterville, in Jasper County; from Webb City, via Carl Junction, Missouri, to Pittsburg and Columbus, Kansas.⁷⁷ *company was organized without a charter from the city*

The new company was incorporated, with a capital stock of \$5,000,000, by A. H. Rogers, of Joplin; E. E. Wallower, E. Bailey, A. G. Kneisland, E. A. Hermann, and C. W. Riley, all of Harrisburg, Pennsylvania; I. W. Frey, Joplin; Samuel McReynolds of Carthage; and W. S. Chinn, of Webb City.⁷⁸ *the* This company was the same that was at that time operating the Joplin interurban system, commonly known as the Rogers Line. *Coal Belt Electric Railway Company the franchise which*

September, 1906 passed without notable incident, but October brought action once again. On the fifth day of the latter month the city of Cherokee passed and approved an ordinance granting entry to the Pittsburg company.⁷⁹ *Girard Press, March 14, 1907.*

⁷⁶ Ibid., August 17, 1906.

⁷⁷ Ibid.

⁷⁸ Ibid.

⁷⁹ Cherokee Ordinance, No. 85, Fenimore, Collection; Cherokee Sentinel, November 2, 1906. *Girard Press, August 18, 1907; Girard Ordinance Record, No.*

Sections 10 and 14 of this ordinance deal with taxation and express stipulations.

Section 10. The grantee shall pay to said city on the first day of October following the completion of said railway the sum of twenty-five (25) dollars and each succeeding October thereafter the sum of twenty-five (25) dollars in lieu of franchise tax, occupation, car tax or any tax of special levy against the grantee or its property until the population of said city shall exceed five thousand and then ten (10) dollars additional for each one thousand population above said five thousand.

Section 14. This ordinance is granted upon the express stipulation that the grantee shall construct a line of electric railway connecting the city of Cherokee with the grantee's system of electric railways at or near Fleming, Kansas, and the cars shall be in regular operation over said extension and into the city of Cherokee within one year from the date of the passage of this ordinance. Unless this stipulation is complied with then this franchise shall be null and void.⁸⁰

About three o'clock, on the afternoon of October 18, 1906, the once hotly contested Columbus line was finished. A test run was made over the line and regular service was commenced October 20, the first car leaving Columbus at 6.35 in the morning.⁸¹

With the completion of this extension, the towns of Frontenac, Kirkwood, Chicopee, Fleming, Schwab, Daisy Hill, Weir City, Scammon, Stippville, Turck, Mineral, and Columbus were all connected with the rapidly growing city of Pittsburg.⁸²

Five months later a new line, not part of the Pittsburg

⁸⁰Ibid.

⁸¹Headlight, October 19, 1906; May 19, 1926.

⁸²Ibid., May 19, 1926.

company, was set up in Girard, Kansas. On March 14, 1907, the Girard Coal Belt Electric Railway Company was organized by residents of Girard using only local capital.⁸³ The directors for the line were F. B. Higgle, James McFarland, L. H. Phillips, and J. A. Wayland. Officers for the company were James McFarland, president; J. A. Wayland, vice president; L. H. Phillips, secretary, and Howard C. Leonard, treasurer.⁸⁴

The company was organized without a charter from the city,⁸⁵ and it was some time before information concerning the plans of the company was made available. It was believed at first that the company intended to build into the new coal fields to the east, the section around Arma and Mulberry. It was also supposed that a connection would be made by the Fitch lines in that neighborhood.⁸⁶

On April 24, 1907, the city of Girard granted to the Girard Coal Belt Electric Railway Company the franchise which it had requested.⁸⁷ Sections 1 and 6 contain the two most important provisions.

⁸³Girard Press, March 14, 1907.

⁸⁴Headlight, March 14, 1907.

⁸⁵Ibid., March 27, 1907.

⁸⁶Ibid.

⁸⁷Girard Ordinance, No. 299, Fenimore, Collection; Girard Press, August 15, 1907; Girard Ordinance Record, No. 1, 315-319.

and Section 1. A franchise for fifty years is hereby granted to the Girard Coal Belt Electric Railway Company, its successors and assigns, hereinafter designated as grantee, to establish construct, maintain extend and operate an electric railway and car system for carrying passengers, express and freight, by either single or double track, with the necessary buildings for furnishing power and depots within the City of Girard, Crawford County, Kansas.....

Section 6. The said grantee shall have the said road completed and in operation within the limits of this city within eighteen months from the passage of this ordinance; provided however, the said grantee may be granted a reasonable extension of time in the event of suits, strikes or other causes beyond the reasonable control of said grantee.⁸⁸

By the end of July, 1907, the road was well under way, and all needed material had been purchased.⁸⁹ Power for the line was to be furnished by the G.C.E.R.R. plant which was built beside the Girard municipal power plant. The company purchased steam from the latter to run its 150-kilowatt, 500-volt unit. This was a well engineered and efficient plant.⁹⁰

When the line was finished a main track ran from Girard to Ringo and then east to Edson, Franklin, Arma and Croweburg; a spur line ran from Ringo to Dunkirk.⁹¹ These lines were operated by the Girard company until January 15, 1909, when it was purchased by the Heim lines for \$150,000

⁸⁸ Ibid.

⁸⁹ Headlight, July 30, 1907.

⁹⁰ Interview with T. F. Cole, May 6, 1948.

⁹¹ Clarahan, op. cit., 57.

and added to the Joplin-Pittsburg road.⁹²

About eight months after the completion of the Columbus line Scammon passed June 25, 1907, an ordinance amending the franchise granted June 5, 1906.⁹³ The part of the franchise amended was Section 9.⁹⁴ The most important changes are as follows:

The said grantee herein hereby agrees that it will build, construct, and operate by January first, 1908, a line of electric railway from Scammon westward for the distance of at least five miles from said City of Scammon, Kansas;...and in full operation, cars running thereon on regular and fixed schedule, by the first day of January, 1908; That the work of construction on said last-mentioned line of electric railway to be built, constructed and operated by grantee be commenced by grantee not later than the fifteenth day of July, 1907, in good faith and with proper and reasonable⁹⁵ force of men, teams and constructing force.....

On July 12, 1907, about one month after the Scammon change, news of a Fitch-Heim merger reached the public. Many stories had circulated concerning the merger, but until the confirmation little had been known. It had been rumored that J. W. Ground, of Carthage, had negotiated the merger for a \$100,000 fee, but T. K. Irwin, an associate of Fitch, publicly stated that the rumor was not true.⁹⁶ Mr. Irwin,

⁹²Headlight, May 19, 1926.

⁹³Scammon Ordinance, No. 40, Fenimore, Collection.

⁹⁴Footnote 73.

⁹⁵Scammon Ordinance, No. 40, Fenimore, Collection.

⁹⁶Headlight, July 12, 1907 (Carthage dateline).

however, did reveal that the merger of the two interests had cost the newly organized Joplin-Pittsburg Railway Company \$2,000,000 and that the new road would be capitalized at \$5,000,000. Of this \$5,000,000, Fitch and his associates were to hold \$2,000,000, and J. J. Heim and his associates were to hold the rest.⁹⁷

The Joplin & Pittsburg Railway Company was organized by Joseph J. Heim and John Prescott, of Kansas City; H. W. Noble, a banker of Detroit; D. L. Robinson, a bond broker of Buffalo; and associated investors from southern Missouri.⁹⁸

The company headquarters were established in the office of J. A. Prescott in the First National Bank building in Kansas City. The officers were J. J. Heim, president; W. W. Calhoun, a lumberman of Carthage, vice president; and J. A. Prescott, secretary and treasurer. An executive committee composed of Heim, Prescott, and J. W. Ground were also appointed.⁹⁹

It was announced after the merger that the company intended to commence work immediately on approximately fifty miles of line in connection with the newly acquired system. This extension was to be from Scammon to Mineral and on to Parsons. It was also planned to build north from Pittsburg

⁹⁷Ibid.

⁹⁸Ibid., July 12, 1907 (Kansas City dateline).

⁹⁹Ibid.

to Curranville.¹⁰⁰

On July 13, it was revealed that, after several amendments to the Joplin franchise, the new company had agreed

to build and have in operation a line between Joplin and

Pittsburg within a year's time.¹⁰¹ The work was to be

commenced within thirty days after the approval of the fran-

chise; the line was to run from Joplin to Chitwood through

Carl Junction and on into Pittsburg.¹⁰² It was also stip-

ulated that the company must deposit \$10,000 with the city

treasurer as a forfeiture bond.¹⁰³ If the stipulations of

the grant were fulfilled, the \$10,000 was to be returned to

the company, if not, the bond went to the city of Joplin.

On July 16, 1907, public notice was served that the Joplin & Pittsburg Railway Company had been granted a charter

by the Kansas state charter board. The application stated

that the company was holding 50,000 shares of stock at \$100

per share.¹⁰⁴ The charter fee was \$2,577.50, and the line

as related in the charter was to run:

In the city of Joplin and from and through it to points in the environs, and northerly through Jasper county, Mo., and Crawford and Cherokee counties, Kas., to Pittsburg, and from Pittsburg, to Columbus, with lines connecting Pittsburg and Columbus with other points in Crawford, Cherokee

¹⁰⁰Ibid., July 30, 1907.

¹⁰¹Ibid., July 13, 1907 (Joplin dateline).

¹⁰²Ibid., Ordinance, No. 45, Penimore, Collection.

¹⁰³Ibid.

¹⁰⁴Ibid., July 16, 1907 (Topeka dateline).

and Labette counties. Also in a southerly direction through Jasper and Newton Counties, Mo., to Neosho, and in a westerly direction through Jasper county, Mo., and Cherokee county, Kas., to connect with the lines described at Columbus. The length is to be approximately 150 miles.¹⁰⁵

It was announced on July 18, 1907, that work on the Joplin-Pittsburg extension had commenced.¹⁰⁶ On July 30, Harry F. Coleman, who was in charge of grading crews, stated that Asbury would be made the distribution point for material and that Pittsburg-Asbury cars would be running within six months if all went well.¹⁰⁷ The entire line was completed March 19, 1908.¹⁰⁸

During the building of the Joplin & Pittsburg extension little else was accomplished by the line, and no additional franchises were obtained, although Scammon did feel called upon once again to amend her original franchise, which she did December 27, 1907.¹⁰⁹ The new ordinance amended Ordinance No. 40 and Section 9 of Ordinance No. 35, giving a six months extension in which to complete unbuilt lines.¹¹⁰

The year 1908 was not one of great activity for the Joplin & Pittsburg company. The panic of 1907 had produced

¹⁰⁵ Ibid.

¹⁰⁶ Ibid., July 18, 1907.

¹⁰⁷ Ibid., July 30, 1907.

¹⁰⁸ Ibid., May 19, 1926.

¹⁰⁹ Scammon Ordinance, No. 45, Fenimore, Collection.

¹¹⁰ Ibid.

a sobering effect, and the company wished to have the income exceed the outlay for a safe period of time.¹¹¹ The only tracking completed was that of the Mineral line from Joplin to Pittsburg.

In October, 1908, strike rumors were in the air. These had started with the opening of the "air line,"¹¹² and had finally come to a head. The question was that of seniority. On October 5, President Heim, of the company, met with a committee composed of car men Reese, Riley, Fenimore, Hudson and Williams. With these car men was Bramlet, President of the State Federation of Labor.¹¹³

Fenimore, chairman of the group, opened the conference with a request for seniority rights. When Heim was informed of the nature of the trouble, he immediately sanctioned the requested practice. The oldest men of the road were to be given day runs on the "air line," and when these runs were filled, the men next in line were to have the night runs of their choice.¹¹⁴ This quieted the labor troubles for some time.

On the next day, October 6, a banquet was held in Joplin for the exchange of felicitations between Joplin and Pittsburg business men. This banquet was held in honor of

¹¹¹Interview with J. A. Fenimore, February 14, 1948.

¹¹²This name was given to the Joplin-Pittsburg route because of its directness and because of the speed of its cars.

¹¹³Headlight, October 6, 1908.

¹¹⁴Ibid.

J. J. Heim, whose rail line had connected the two cities.¹¹⁵

The year 1909 was an active year for the line. Franchises were granted by Cherokee, Mulberry, and Pittsburg, and new lines were built. The new Cherokee franchise was granted to the Joplin & Pittsburg Company and stipulated the building of a line to Weir Junction. This is shown in Sections 1 and 13.

Section 1. That permission and authority be granted and the same is hereby granted to the Joplin & Pittsburg Railway Company, a railway corporation of the State of Missouri, whose principal office is at Pittsburg, Kansas, its successors and assigns, to construct, operate and maintain, a railway for the carrying of passengers, mail, express matter and merchandise with all the necessary sidetrack, switches curves, wires and turn-outs, upon and along Magnolia Street, to Vine Street, thence south thereon till it crosses Pine Street, in the City of Cherokee.

Section 13. This ordinance is granted upon the express stipulation that the grantee shall construct a line of electric railway connecting the City of Cherokee with the grantee's system of electric railway at or near Weir Junction, Kansas, and the cars shall be in regular operation over said extension and into the City of Cherokee within six months from the date of the passage of this ordinance. Unless this stipulation is complied with then this franchise shall be null and void.¹¹⁶

The Cherokee ordinance was passed on January 12, 1909.

About the time the Heim interests formed the Pittsburg & Kansas City Railway Company with the intention of taking over the Girard Coal Belt Electric Railway Company. The

¹¹⁵Ibid., May 19, 1926. This had no connection with the labor troubles.

¹¹⁶Cherokee Ordinance, No. 102, Fenimore, Collection.

transaction was completed January 15, 1909 for a consideration of \$150,000.¹¹⁷

On February 5, 1909, the city of Pittsburg granted a franchise to the Joplin & Pittsburg line. Sections 9, 10, and 11 are particularly noteworthy.

Section 9. The franchise granted by this ordinance is granted in consideration of certain conditions which are in this section set forth. These conditions shall be and are considered precedent, and are to be fulfilled by the grantee before this ordinance shall be in full force and effect, but when and only when such conditions are fulfilled by the grantee the franchise hereby granted shall relate back to and be binding from the date of acceptance here of by the grantee. THESE CONDITIONS ARE: First: The grantee shall by or before January 1st, 1910, have constructed and have in operation an extension of its present system to the city of Cherokee, in Crawford County, Kansas, and on or before September 1st, 1909, an extension along Elm Street in the City of Pittsburg from its present line to the grounds of the State Manual Training School as now established. Second: The grantee shall on or before January 1st, 1910, have constructed, or shall have procured to be constructed, and in operation or shall have acquired and have in operation electric railway lines connecting with its present system of line at Twentieth Street and Broadway in the City of Pittsburg continuing therefrom northerly in a reasonable direct line to the City of Franklin and so that with the present lines of the grantee and the extended lines which may or may not be owned by the grantee, the City of Pittsburg shall be placed in communication by means of electric railways, with the following cities, towns, and coal mining camps, namely: Girard, Dunkirk, Radley, Franklin, Arma and Croweburg, Crawford County, Kansas. Third: The grantee shall within six months from the time of completion of the above line to Franklin construct or cause to be constructed and in operation a line or lines of electric railway connecting the city of Mulberry with the City of Pittsburg either by way of Croweburg or by way of Curranville, as the grantee may deem best.....

¹¹⁷Headlight, May 19, 1926; Footnote 92.

Section 10. The grantee shall pay into the city Treasury ten per cent (10 per cent) of its net earnings derived from business within the city of Pittsburg, over and above ten per cent (10 per cent) earnings upon its capital invested within said city.

Section 11. The grantee hereby agrees to maintain its repair shops as extensive as at present, and offices, in the City of Pittsburg during the life of this franchise.¹¹⁸

The company accepted the franchise, with all of its terms and provisions on February 19, 1909.¹¹⁹

Mulberry granted the only other franchises in the year 1909, and these went to the Heim line which had taken over the Girard line. The first of these was passed July 22, 1909. Section 7 and subdivision (a) give the important part of the text.

Section 7. The franchise granted by this ordinance is granted in consideration of certain conditions, which are in this section set forth. These conditions shall be and are considered conditions precedent, and are to be fulfilled by the grantee before this ordinance shall be in full force and effect. But when, and only when, such conditions are fulfilled by the grantee the franchise hereby granted shall relate back and be binding from the date of acceptance by the grantee. (a) The grantee shall, by or before October 15, 1909, have constructed and have in operation electric railway lines connecting the city of Mulberry with the Cities of Girard and Pittsburg, with not less than one quarter ($\frac{1}{4}$) mile of railway within the city limits of Mulberry.¹²⁰

The above franchise was accepted July 31 by J. W. Ground,

¹¹⁸Pittsburg Ordinance, No. 993; City Records, II, 7.

¹¹⁹Pittsburg Ordinance, No. 993, Fenimore, Collection.

¹²⁰Mulberry Ordinance, No. 49, Fenimore, Collection; Mulberry News, July 30, 1909.

¹²⁴Headlight, May 19, 1926; Interview with T. W. Cole, May 6, 1948.

President of the Pittsburg & Kansas City Railway Company.¹²¹

The second Mulberry ordinance amended the first by giving a time extension over subdivision (a) of Section 7, as found in the first ordinance, Ordinance No. 49. This changed the time limit from the fifteenth of October to the fifteenth of November and was passed October 11, 1909.¹²²

The third Mulberry ordinance of the year relating to the rail line came on November 15, 1909, and gave another time extension. This extension was from the fifteenth of November to the twenty-fifth of November.¹²³ This was the last Mulberry ordinance pertaining to rail lines until 1916.

To all intents and purposes, the building projects of the year 1909, were the last major construction operations of the company. In compliance with Pittsburg Ordinance No. 993, a line was commenced at Twentieth Street and Broadway and continued north eight miles to the city of Franklin, where it was connected with the recently purchased Girard line.¹²⁴ It was necessary to build from Twentieth Street because the old connection from Twentieth to the smelters had been removed shortly after the smelters had gone out of operation.

A second line, also built in compliance with the

¹²¹ Mulberry Ordinance, No. 49, Fenimore, Collection.

¹²² Mulberry Ordinance, No. 51, Fenimore, Collection.

¹²³ Mulberry Ordinance, No. 52, Fenimore, Collection.

¹²⁴ Headlight, May 19, 1926; Interview with T. F. Cole, May 6, 1948.

ordinance, was commenced at Frontenac Junction and built north and west to Dunkirk, where it was tied in with the Girard stub.¹²⁵ This gave a second and shorter route from Pittsburg to Girard.

In the fall of the year a third line was built. This one was an extension from Cherokee Junction into the city of Cherokee.¹²⁶ The building of this line completed the major track laying operations for the company.

On March 1, 1910 there was a reorganization of the Joplin & Pittsburg Company and its acquired and constructed lines. All the trackage, rolling stock, etc., were merged under the head of the Joplin & Pittsburg Railway Company.¹²⁷ J. J. Heim was named president; W. W. Calhoun, vice president; J. A. Prescott, secretary and treasurer; and W. A. Saterlee, general manager.

This reorganization was a fitting climax to twenty years of hard and often risky work. Through numerous sales and machinations of entrepreneurs, what had once been a three-mile electric system had become a 110-mile system employing approximately 375 men.¹²⁸

In 1910, the system was serving a territory of approximately 200,000 population, was the connecting link between

¹²⁵Ibid.

¹²⁶Headlight, May 19, 1926.

¹²⁷Ibid.; Interview with J. A. Fenimore, February 14, 1948.

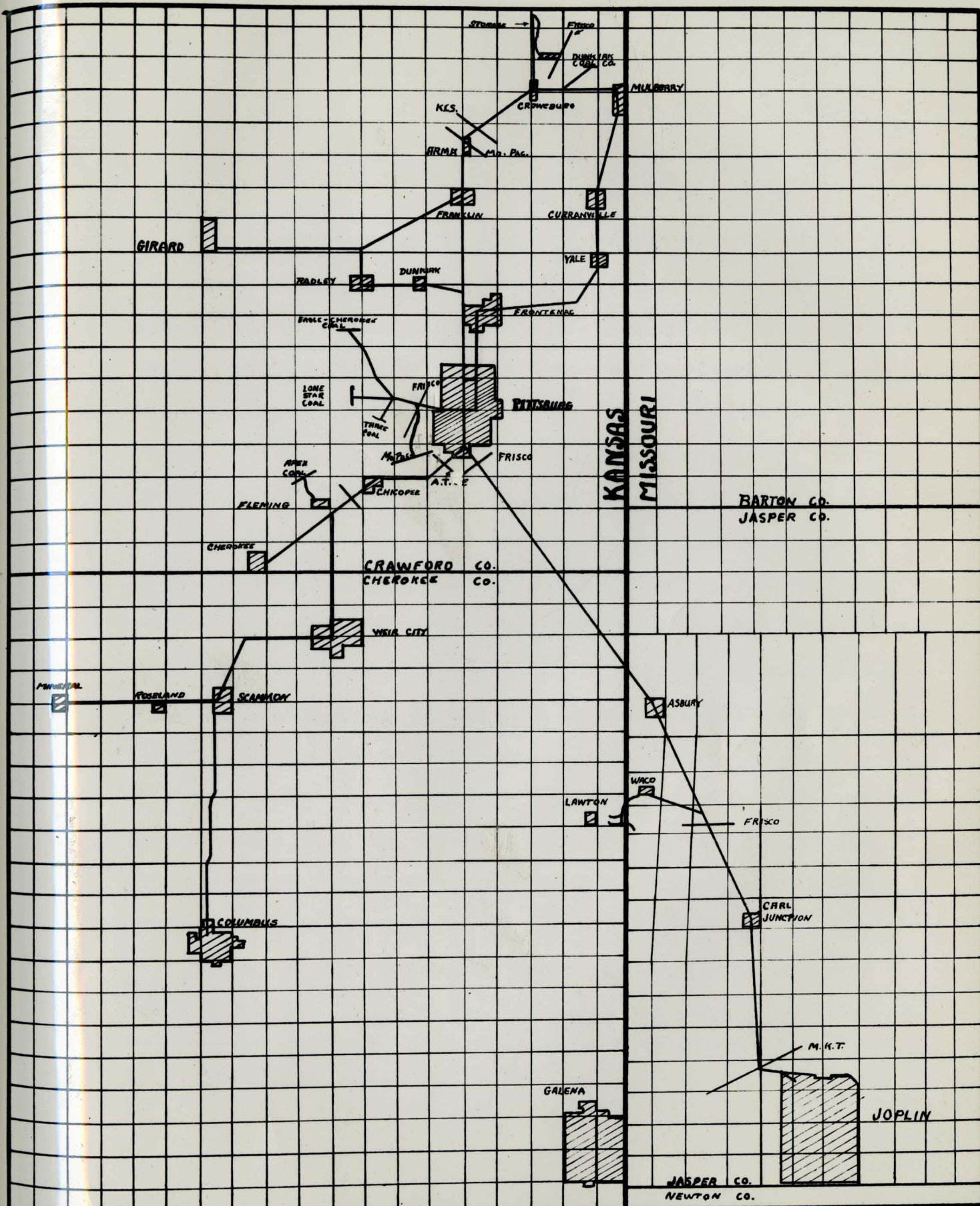
¹²⁸Interview with J. A. Fenimore, February 14, 1948.

the coal fields of Southeastern Kansas and the mineral beds of Southwestern Missouri and Northern Oklahoma, and from these industries was beginning to draw a heavy freight and passenger service.¹²⁹

¹²⁹Ibid.; Headlight, May 19, 1926.

FIGURE I

This figure is a composite of several maps owned by the Joplin-Pittsburg Railroad Company, and is designed to show the Joplin & Pittsburg Railway Company's trackage at its peak. No map showing all lines of the Joplin & Pittsburg Railway Company is known to be extant.



Scale approx. 1/4" PER MILE

Handwritten signature

reasons unknown, some person placed dynamite under the story
and a half structure and CHAPTER II t.² The culprit was

never apprehended, and happenings of this nature were not
uncommon in the early years of the line.

THE JOPLIN & PITTSBURG RAILWAY COMPANY 1910-1914

The period between 1910 and 1924 saw the Joplin & Pittsburgh Railway Company rise to its zenith and then their decline within a few years to only a shadow of its former self. In 1910, however, the decline was not foreseen, and the majority of those served by the line wished to see it attain success. At this time, the company attempted to give the patrons and prospective patrons the best of service. It was with this in mind that the company answered extension pleas from residents of McCormick Camp, Fuller, Curranville, and other towns between Mulberry and Frontenac in the spring of 1910.¹ This new line affected the lives of approximately five thousand persons in that region and brought more trade into the Pittsburgh establishments. was situated on the south There were those, however, who did not care to see the line succeed, and these persons took every opportunity to destroy railway property and intimidate employees. An example of this destruction is the rather efficient razing of the Arma station house and restaurant, which took place about 2 o'clock on the morning of June 23, 1910. For at house

¹Headlight, April 4, 1910.

²Pittsburg Ordinance, No. 1119, Passmore, Collection.

⁴Headlight, November 10, 1910.

reasons unknown, some person placed dynamite under the story and a half structure and detonated it.² The culprit was never apprehended, and happenings of this nature were not uncommon in the early years of the line.

The residents of Pittsburg showed unusual affection for the line in its early years and did everything within their power to make it a system of which Pittsburg could be proud. One of their earliest steps after the incorporation of the line was the granting of a franchise to facilitate freight handling in the city. An ordinance was passed in the summer of 1910 which stated "that the Joplin & Pittsburg Railway Company be hereby granted the right to build, construct and maintain a spur or side track from its track on Broadway, between Eighth and Ninth Streets, to its warehouse south of Ninth Street."³

The company reciprocated by opening a new freight house on November 9, 1910. This addition was situated on the southeast corner of Ninth and North Broadway and being connected by a switch to the main line, afforded a more accessible deposit and distribution center.⁴ Before it was constructed, shippers had been forced to load and unload from freight cars on West Fourth Street. If a shipper missed the train, he had to wait for another. With the new freight house

²Ibid., June 24, 1910.

³Pittsburg Ordinance, No. 1119, Fenimore, Collection.

⁴Headlight, November 10, 1910.

open for business, any shipper could deposit his freight at any time of the day before the 5 p.m. closing time.⁵

Ten days after the opening of the freight house, the Pittsburgh Headlight carried an article on "Payroll Week," which gives an indication of the business potentialities of the community. The payroll for the J.&P. for the week ending November 19 was \$6,022. When compared with other payrolls, the J.&P. appears to have been a corporation worth having in Pittsburgh. The Missouri Pacific paid \$7,000 for the week, the Santa Fe paid \$4,000, the Frisco paid \$12,500, and the Kansas City Southern paid \$115,550 for the month. The money paid out in the Pittsburgh district for the entire week was estimated to have been \$646,872 and people spending that money were riding the J. & P. cars.⁶

With business booming at the mines and in the Pittsburgh district in general, J. A. Fenimore, assistant general manager of the line, conducted a survey directed to determine the efficiency of the line. It was decided that a new car policy must be adopted, and this went into operation December 12, 1910.⁷ The survey had indicated that ample car space was not being provided during the rush hours. This fault was corrected by slight changes in the schedule and by the

⁵ Ibid.

⁶ Headlight, November 19, 1910, (on November 12 the miners had received \$215,000).

⁷ Ibid., December 10, 1910.

employment of more cars on the heavily traveled lines. The J.&P. gained greater stature in the eyes of Pittsburghers in the early part of 1911. Some of this pride was because of the expanding business and some because of the increase in population, which, according to an Associated Press dispatch concerned with the Thirteenth Census, had jumped from the 1900 number of 10,112 to 14,755 in 1910, an increase of 4,643. The J.&P. was considered to have been an important factor in this increase.⁸

The city was not mute in its praise of the line, and an encomium by the Headlight, February 18, 1911, praised the company for its part in the building of Pittsburgh, for its operation of 110 miles of track, for its electrical system, and for its overall worth to the city. The article ended by declaring that, "The city will always remain the center of the electrical railway system that will grow as the time passes."

Later in the same month, after much prodding by the public, the city commission met to consider granting a franchise to the J.&P. for the building of a line into Lincoln Park. It had been rumored that residents along Chestnut Street would contest the franchise, but the only opposition came from James Oliver, commissioner of public improvements. Oliver was holding out for a straight five-cent fare for residents of Chicopee and Frontenac. The

⁸Ibid., January 3, 1911.

fare controversy was finally dropped and Oliver threw his support to the franchise.⁹ With the passing of the franchise, the press indulged in a bit of prognostication, stating that, "The granting of the franchise now insures that the extension will be practically completed by the time Lincoln Park is opened for the season."¹⁰ This later proved to be a most incorrect forecast.

A few days after the ordinance was passed, the J.&P. performed an act of mercy, which gained for it the gratitude of a man named P. R. McWilliams and the city of Girard. This act was performed when passengers of a northbound car crossing Cow Creek noticed that a man was marooned in the center of the rapidly rising stream. Stopping the car, the motorman and several passengers searched for a means of saving the unfortunate. Finally in desperation, the trolley pole rope was cut from the car and thrown to the stranded man. Thus, P. R. McWilliams of Girard was saved from drowning, and the J.&P. gained new laurels.¹¹

On June 24, 1911 the rapport was broken. The cars of the J.&P. stood idle as the employees carried out the first major strike against the management. For some time the management and the union officials had been attempting to

⁹Ibid., February 23, 1911, (It seemed that residents of Pittsburg were always for the J.&P. so long as it did them a service, but kept its tracks away from their personal property).

¹⁰Ibid.

¹¹Ibid., March 8, 1911.

come to terms concerning a new contract. The matter came to the breaking point on June 22, when the union executive committee composed of L. T. Crain, J. A. Graves, J. H. Ludlow, W. E. Freeman, Walter Glenn, C. D. Watson, D. Reese, John Riley, and Regin Orr, sent to W. A. Satterlee, general manager of the company, a note containing questions which the union wished to have arbitrated. The company was given until 6 o'clock the same day in which to send a reply to the request for arbitration.¹²

On the afternoon of the 22, Satterlee replied to Local Union 497 of the Amalgamated Association of Street and Electric Railroad Employees of America¹³ that he would gladly meet them that night or the next morning.¹⁴

The meeting was held that evening. Several proposals were made but none were accepted. Finally the company listed five points of grievance to be arbitrated, only one of which the union seriously objected to. The matters for arbitration were the following: 1. The wages to be paid to employees during the life of the proposed contract; 2. the length of time for the proposed contract to run; 3. the payment or non-payment by the company of Sunday time when the men were not working--the hour on Sunday morning

¹²Ibid., June 24, 1911.

¹³This was an unincorporated union, practically without a rival with the exception of the Brotherhood of Railway Trainmen.

¹⁴Headlight, June 24, 1911.

lost by starting the cars at a later hour than on week days; 4. whether or not the company should grant transportation to employees with restrictions for their families; 5. whether the contract should be "closed shop" or open, as the old contract had been. The company proposed also that the union choose an arbitrator, the company choose an arbitrator, and that the two chosen men select a third man, these three to deliver the decision.¹⁵

The union men were ready to accept all of the proposals except the word "restrictions" in question four. They made it known to the company that they expected transportation on the old basis, a one hundred ticket book per family for every fifty day period. The company informed the union that such a book would be issued but that the remains of the book would have to be returned at the end of every fifty day period before the next book would be issued.¹⁶

When the strike became a reality, on September 24, Satterlee announced to the public that so far as the company was concerned the entire affair was wholly unsuspected but that he would take the matter to the national offices of the union by wire.¹⁷

Local No. 497 met the next day and gave its executive

¹⁵Ibid.

¹⁶Ibid., June 24, 1911.

¹⁷This announcement was made on the 24th, two days after the union had refused to accept Satterlee's proposal containing the word "restricted."

committee a vote of confidence, and in Joplin the union men voted to back the move of the Pittsburg men. This was accomplished by having all the Joplin men agree that "We as union men and citizens of Joplin hereby pledge our moral support and assistance to employees and their families affected in this difficulty."¹⁸

Monday found the union quietly awaiting action by the company, having been advised by Regin Orr, International Treasurer of the A.A.S.E.R.E.A., that the national office was in favor of the strike and that under no circumstances should there be any violence. Satterlee, too, was sitting quietly by, awaiting action from the union. In the eyes of the townspeople, however, the J.&P. had lost face. The citizenry was feeling the press of lost business and lost transportation. Delegations of men were sent to Satterlee to request that he use strikebreakers if the deadlock continued, but Satterlee refused to acquiesce.¹⁹

On Tuesday the first ray of hope came through. A meeting of the strikers was held in Labor Hall, with Alexander Howat, of the U.M.W.A. and Sam Bramlett, President of the Kansas State Federation of Labor, in attendance. Arbitration was the topic of discussion for this meeting, and when the meeting was adjourned, it had been decided that the executive committee should meet with General Manager

¹⁸Headlight, June 26, 1911.

¹⁹Ibid.

Saterlee and Assistant Manager John Fenimore between 2 and 2.30 in the afternoon and announce the results of the conference to a mass meeting in the Labor Hall at 5 o'clock.²⁰

At the mass meeting it was announced that the company had agreed to drop the word "restrictions" and that the arbitration proceedings would begin as soon as possible.²¹

The Pittsburg Headlight of June 28, 1911 announced that J. N. Hodges, general manager of the Pittsburg & Midway Coal Company had been chosen by the Joplin & Pittsburg Railway Company as their arbitrator and that the union had selected J. I. Sheppard, a Fort Scott attorney, as their representative. These two men later chose J. H. Hazen as the third man.

When the union men were assured that their questions were to be arbitrated, a resolution was framed by the executive committee of the union. This resolution declared the strike to be off, that all men should report for work, and that the arbitration should be commenced immediately.²²

It was announced on July 3 that late Saturday night, July 1, final work had been accomplished by the board of arbitration and that a contract had been signed at the same time. The wage scale was settled with an average wage of twenty-seven and seven-tenths cents per hour. The life of the contract was set at three years, the termination date

²⁰Ibid., June 27, 1911.

²¹Ibid., June 28, 1911.

²²Ibid., June 27, 1911.

at June 21, 1914. The third question was not commented on, but the fourth, the actual point of controversy, was settled by furnishing every member of the association, "once in every fifty days one book of 100 employee's non-detachable tickets covering a five cent ride." This book was to be used by the immediate family of the member, was to be marked at the time of issue, and had to be returned before the issuance of another book. The fifth clause called for an "open shop", the same stipulation that was embodied in the old contract.²³ And thus the first major strike of the J.&P. ended.

The strike was not yet forgotten when the J.&P. got into trouble with the City Commission. Center of the trouble was the proposed Lincoln Park extension. The company had informed the Commission on earlier contacts that it could not build because the Frisco would not allow it to cross the latter's right-of-way on Catalpa Street. On July 20, W. G. Wolfe, agent for the Frisco, reported to the Commission that the Frisco had granted permission to the J.&P. and that any delay in building was the fault of the latter and not of the Frisco. When the commissioners were informed of the change in conditions, they instructed Mayor A. C. Graves to determine why the J.&P. had not yet accepted the franchise and commenced work on the line.²⁴ The

²³Ibid., July 3, 1911.

²⁴Ibid., July 20, 1911.

commissioners were not aware at the time that they were destined to have considerable trouble in forcing through a Lincoln Park line. twenty persons were injured in the crash.

A few days after the City Commission had prodded the company, nature took a hand in matters and dealt the J.&P. a severe blow. An estimated four to seven inches of rain fell in Bourbon, Crawford, and Cherokee counties, and traffic on the lines to Joplin, Girard, Frontenac, Cherokee, Mineral and a dozen or more mining camps, was completely stopped. More than a thousand feet of track was washed out between Pittsburg and Asbury and only the Columbus line, an old and solid one, carried traffic.²⁵ Not too much time was consumed in repairing the tracks, but the required work was costly. City lay with dispatcher C. W. Payton, or George McKee.

Later in the year, Pittsburg was stimulated by the rumor that Heim intended to back a line from Fort Scott to Mulberry or some terminal in that vicinity. Since a connection would enlarge the Pittsburg trade area, Pittsburgers were ready to adopt any such move.²⁶ This proposed line was not built, but the enthusiasm was carried over to a proposition made by Arcadia in 1912. the crash.

The year 1912 gave the company a crashing start. On January 11, two cars met in a head-on collision at the Cow

²⁵ Ibid., July 29, 1911.

²⁶ Ibid., October 11, 1911.

²⁸ Ibid.

Creek bridge; a south-bound car under George McKee and R. H. Walsh, and a north-bound car under Dan Strausser and a man named Tidock. Over twenty persons were injured in the crash, Strausser seriously. In the days that followed the crash, public opinion forced the company to declare that a hearing would be held to determine who would be held responsible for the accident. ^{limit was set and observed: The company at}

^{long} The hearing was commenced at the Hotel Stilwell January 18, with M. F. King, W. F. Bill, Geo. Donahey, and W. G. Wolfe of the Kansas City Southern, Santa Fe, Missouri ^{feet} Pacific, and the Frisco, respectively, hearing the testimony.²⁷ As the hearing dragged out, interest waned and no publicity was permitted. Satterlee, however, intimated that the responsibility lay with dispatcher C. W. Payton, or George McKee and R. H. Walsh, the motorman and conductor of the south-bound car.²⁸ ^{at the cars were badly damaged and the}

^{comp} Strausser died of blood poisoning on February 8, one of the many complications which followed the amputation of one foot; but the decision of the Commission was not yet public, and the matter was no longer talked about except by those who had suffered from the crash. ^{the struggle,}

^{three} Considering points on the line at which further accidents might possibly occur, the company decided that "Dead Man's Curve" should be straightened. This "horseshoe" ^{tion as}

²⁷ Ibid., January 19, 1912.

²⁸ Ibid. March 26, 1912.

curve was the product of economy on the Girard-Mulberry line. As the line was being built, a large pit at the Sheldon Stone Quarries lay in the path of the line. Rather than fill in the pit, the company had built around it, creating an ever-present hazard to carmen and passengers. So great was the danger of tipping over that a five mile-an-hour speed limit was set and observed! The company at long last decided to fill in part of the pit, riprap it, and eliminate the danger spot. When the work was accomplished, it was revealed that the water had been ten feet deep, that the bottom was solid rock, and that the original line could have been built easily at this point.²⁹

Three months later, when the company considered the line to be practically accident-proof, two cars met in another head-on collision, this one at the Weir "Y". No one was injured, but the cars were badly damaged and the company was once again accident-conscious.³⁰

In April the bad luck continued, this time in the form of murder. On the evening of April 17, motorman Perry of the Scammon-Mineral run had been forced to eject several intoxicated passengers from his car. In the struggle, threats were uttered, and when Perry arrived in Scammon he requested Vern Adams, a deputy sheriff of Cherokee County, to accompany him on his return trip for his own protection as

²⁹Ibid., January 30, 1912.

³⁰Ibid., March 26, 1912.

well as that of the passengers. When the car stopped at Roseland, about two miles west of Scammon, several persons boarded it. A shotgun blast ripped through the car and Adams was fatally injured by a shot meant for Perry. The assassin was identified as one of three Copeland brothers of Roseland, but when officials moved to take these three into custody, they were not be found.³¹

Murder was not enough, or so it seemed, for eight days later several of the company's lines were washed out by heavy rains and a Frontenac-Normal car was forced off the tracks at the Santa Fe coal switch.³²

In May, the Lincoln Park line, fast becoming a perennial topic on the City Commission's agenda, came in for more discussion. When asked why it had not commenced work on the extension, the company replied that opposition of the property owners on Chestnut Street prevented it from pursuing that route and that the topography along Ninth Street, an alternate route, would not permit construction. The company's attorney, J. P. Curran, said that all material was at hand but that the line refused to build until the property owners signed waivers relieving the company of all liability connected with damage done to property.³³

The company took this stand because the city, not the company,

³¹ Ibid., April 18, 1912.

³² Ibid., April 26, 1912.

³³ Ibid., May 11, 1912.

desired the line. The company stated that the city should therefore assume all liability. With this attitude the obvious outcome was little more than a deadlock.

The deadlock was soon forgotten, however, for J. J. Heim arrived in Pittsburg to inspect his line and while in the city confirmed the report that his line was to be tapped at Columbus or Cherokee by a large interurban system. Heim refused, however, to comment on the possibility of the J.&P. building north to meet a proposed Fort Scott line. All of his attention was directed toward the Kansas Central Traction Company (the line to be built into Columbus or Cherokee) and Pittsburg as an electric rail center. Of the latter, he had said:

Pittsburg looks good to me, and I believe it has a future. Business has been better here than at any time since the 1907 panic and I believe that the past winter will have helped to break the depression which came after the financial stringency. Gas has been proven a fizzle, in its present unreliable state of supply, and the price of oil within the last few weeks will make it impossible for manufacturers to use it. It may continue to rise in price. With those two fuels gone, manufacturers will look for a new source of supply for fuel and they will solve their problems when they find Pittsburg.³⁴

The next day Heim left Pittsburg, and a group of business and railway enthusiasts awaited the time when the connection would be made. It never was.

In June there was talk of another road, this time to Arcadia. On June 11, a group of Arcadia men, R. M. Hayes,

³⁴Ibid., May 21, 1912.

O. H. Harkreader, W. D. Konantz, and Frank Jewell, went before the Pittsburg Chamber of Commerce in an attempt to enlist Pittsburg's aid in a proposed interurban project. The Arcadia delegation was so persuasive that the Chamber of Commerce promised to send a five man commission to Arcadia to determine the worth of such a line.³⁵

Labor trouble again visited the J.&P. on August 1. Trackmen, who were receiving \$1.50 for a ten-hour day, went on strike when the company refused to go higher than \$1.60 on a \$2.00 demand.³⁶

On August 13, the trackmen of Federal Labor Union Local 14257 were still on strike, but their wage demand was reduced to \$1.75, and Satterlee, who was not too worried about the strike (all the cars were still running), had added only ten cents to his original offer of \$1.60.³⁷

By Saturday, August 17, the union and the company had come to an agreement on wages and working conditions. About forty trackmen were to receive \$1.75 for a ten-hour day and be eligible for promotion from trackwork to other phases of line operation. The changes were to be effective August 19.³⁸ Thus ended a second J.&P. strike, in which the only serious problem was that of stocking the Franklin power

³⁵ Ibid., June 12, 1912.

³⁶ Ibid., August 3, 1912.

³⁷ Ibid., August 13, 1912.

³⁸ Ibid., August 17, 1912.

house with an amply supply of coal.

Not more than a month had elapsed from the time of the trackmen's strike when the line was threatened by a walkout of the motormen and conductors. The question in this instance was the company's alleged violation of Section 1 of the carmen and motormen's contract. The section read, "The company agrees to meet through its properly accredited officers with any authorized committee of the local division of the Amalgamated Association of Street and Electric Railway Employees of America on any and all questions of dispute."³⁹

On September 10, W. E. Freeman, president of the local A.A.S.E.R.E.A., announced that for several days the union had been making attempts to meet with the company officials to discuss adjustments in management and that since the company had failed to comply with Section 1 of the contract, there was nothing left to do but strike.⁴⁰

The following morning Pittsburgers were left standing on the corners, not a car of the J.&P. was in operation. The strike was a reality, and Satterlee's communication to the union concerning their requests was made available to the public. Satterlee had said that, "Any complaint any individual member desires to take up with the company we shall be glad to listen to and any individual need not hesitate to take up any grievance he has, but unless it be a

³⁹ Ibid., September 10, 1912.

⁴⁰ Ibid.

matter covered by the contract we shall decline to take it up with your executive committee."⁴¹

When Satterlee's note was made public, the men countered by calling attention to part of Section 1 of their contract which read, "on any and all questions of dispute." Violation of this, they contended, was the real reason for the strike, and in addition, they disclosed the instances of violation, which until this time had not been made known even to the company officials, largely because the company would not accept delegates from the executive committee.⁴²

Since the strike was in progress, the men found they had the entire city of Pittsburg to listen to their troubles, and they spearheaded their attack against the company by printing their grievances, alluded to above, in the Headlight.⁴³ Satterlee had said that complaints not covered by the contract would not be heard. The carmen disclosed that they had sought consultation concerning barnmen being permitted to run cars, a matter not covered by contract; about provision for armature winders, carpenters, and like craftsmen not listed as first class, that being the only designation found in the contract; and consultation concerning the company's refusal to consider matters in question, a contradiction of the contract in itself. In addition, the men made certain demands

⁴¹Ibid., September 10, 1912.

⁴²Ibid., September 11, 1912.

⁴³Ibid.

of the company concerning three of the company's employees. The men demanded that C. Tatum, who was discharged for refusing to run a car while working as a pitman's helper, be reinstated and paid for all lost time; that George Trosch, who had been working as an armature winder's helper part of the time and as a pitman part of the time, be put to work as an armature winder's apprentice and be given ten hours work per day. The third man in question was Mel Thomas, who was not being paid for ten hours work, which he was doing. The carmen demanded that he be paid for a full day's work.⁴⁴

When these demands had been made known, Satterlee then took time to write his rejection of them and to set out matters which the company would not arbitrate. These matters were as follows: personal injury claims of employees; grievances of employees which had not been taken to the department head first; grievances of the trackmen's local sent through the executive committee of the carmen; matters of complaint concerning particular car numbers until the grievance had been considered by the head of the department; and, other questions which were foreign to the text of the contract.⁴⁵

Thus, with the carmen demanding and Satterlee refusing, the lines of the J.&P. stood idle, with an estimated 2000 persons, mostly miners, directly affected.

Sam Bramlett, President of the State Federation of Labor,

⁴⁴ Ibid.

⁴⁵ Ibid.

arrived in Pittsburgh September 12 on his way to Parsons and gave his unofficial opinion of conditions after studying both sides of the problem. In Bramlett's opinion, the men were correct in their stand and should have taken action to remedy the conditions which had grown up between the management and labor.⁴⁶

The next day, through the good offices of City Commissioner Bert Mead, a conference was arranged between the executive committee of the union and General Manager W. A. Satterlee.⁴⁷ It was rumored before the conference that the committee would ask that the Master Mechanic and Assistant General Manager John Fenimore be discharged, but these demands were not made. The conference was, however, a success, and provisions were made for ramification of craftsmen classification under the contract. Trosch was put to work as an armature winder's apprentice, Thomas was to be paid for ten hours work, and Tatum was reinstated with back pay. In addition, the company recognized the right of the men under the contract to bring before it "any and all questions of dispute," and set the time for such meetings at 6 o'clock in the evening, or after subject to reasonable notice. With these agreements, the strike was declared off, and cars were running by 3.50 on the afternoon of September 14.⁴⁸

⁴⁶Ibid., September 12, 1912.

⁴⁷Ibid., September 13, 1912.

⁴⁸Ibid., September 14, 1912.

After the strike of September, 1912, matters ran smoothly for the J.&P., and in May, 1913, according to J. J. Heim, the perennial Lincoln Park line problem was about to be solved for all times. Heim, who passed through the city on an inspection tour, assured the public that the park line would be constructed as soon as "the proposed franchise ordinance becomes law and the grading completed."⁴⁹ The citizens of Pittsburg, however, were in for another disappointment; the problem was not to be solved by the passing of an ordinance.

In the next month, the expected Lincoln Park line franchise had not yet been passed, but Scammon had provided another for the growing list. This franchise, framed for the benefit of Scammon citizens as well as the company, provided a new right-of-way over which a new line could be built "for the purpose of getting freight cars off from [sic] Main Street between Second and Third."⁵⁰

In the same month, the J.&P. adopted a new car policy which the company maintained throughout its years. Before the policy was adopted, the conductor had been required to pass through the car, while it was in operation, to collect his fares. The new P.A.Y.E., or pay-as-you-enter, system relieved the conductor of the collecting task and permitted him to concentrate on the operation of the car.⁵¹

⁵⁰Scammon Miner, June 6, 1913; Scammon Ordinance, No. 69, Fenimore, Collection.

⁵¹Headlight, June 13, 1913.

On December 27, 1913, the J. & P. accepted two long awaited ordinances, the first:

An ordinance giving to the Joplin and Pittsburg Railway Company the right to construct and operate two switch tracks across Nineteenth Street in the City of Pittsburg, Crawford County, Kansas, about two hundred feet east of Michigan Avenue, from Lots fourteen and fifteen (14 and 15) in Block four (4), to Lots thirteen and fourteen (13 and 14) in Block Five (5), all in East Pittsburg Land Company's First Addition to the City of Pittsburg, for yard and terminal facilities.⁵²

The second ordinance was the one most anxiously awaited by the public and read:

An ordinance granting to the Joplin and Pittsburg Railway Company, its successors and assigns, the right to construct, maintain and operate over, upon, along and across certain streets, avenues and alleys in the City of Pittsburg, Kansas, a railroad from its present track on Broadway on and along West Ninth Street to the East line of Catalpa Avenue, and across all intersecting streets, lanes and alleys with all the side-tracks, switches, turn-outs, curves and crossovers necessary or useful in the operation of the same, together with the right to erect poles and to string feed and trolley wires thereon for the purpose of transmitting electricity for the operation of cars of said Railway Company, and also to string telephone wires on said poles for its own private use and regulating the manner of the construction of the same, with the privilege of extending said line of railroad into Lincoln Park.⁵³

By January, the City Commission was considering another franchise for the J.&P. This franchise would prohibit the stopping of cars on the "far" side of the street, the common practice, and enforce stopping on the "near" side. It was

⁵²Ibid., December 18, 1913; Pittsburg Ordinance, No. 1271, Fenimore, Collection.

⁵³Ibid., December 18, 1913; Pittsburg Ordinance, No. 1381, Fenimore, Collection.

believed that traffic congestion and accidents could be lessened if such a procedure were followed. The Commission, however, declined to do more at the time than discuss the matter and appoint certain members to investigate the need for such a change.⁵⁴

February passed without notable incident, but March brought the Lincoln Park line into the news again. Heim had said in May of 1913 that the line would be built as soon as an ordinance was passed and the grading completed. The line now possessed the ordinance, the grading had been nearly finished, and the company had commenced to build when the Missouri Pacific refused to allow the J.&P. to cross two Missouri Pacific tracks, one a main line, the other a spur near Olive and Ninth Streets. The J.&P. had attempted numerous times to gain permission to cross and had failed each time. Now they appealed to public sentiment.⁵⁵

On May 1, Superintendent Somers of the Missouri Pacific announced that the two lines were near agreement, but that agreement could not be reached as long as the J.&P. insisted the Missouri Pacific should pay half the cost of an interlocking switch at the crossing point.⁵⁶ The J. & P. refused to take another view of the situation.

A few days later, Pittsburgers saw the J.&P. sink deeper

⁵⁴Ibid., January 15, 1914.

⁵⁵Ibid., March 30, 1914.

⁵⁶Ibid., May 1, 1914.

into the web of difficulties which were to eventually break the company completely. On May 5, C. F. Foley and James A. Cable of the Kansas Public Utilities Commission sat in a hearing to determine whether demands for rate decreases made by patrons of the north and south lines were valid enough to justify a cut. Patrons of the southern line were represented by attorney R. J. W. Bloom of Columbus, and those of the northern line by Alexander Howat.⁵⁷

The hearing was resumed May 6, and more demands were made of the company. The May 5 demands had not been vigorously protested by the company officials, but the demands made in the second day of the hearing brought loud objection from the company bench. The company claimed that demands made May 6 would reduce their over-all rate to a point below the two-cent a mile rate allowed steam lines. At the day's end, no decision had been reached and the commissioners terminated the hearing, saying that their decision would be made public in the near future.⁵⁸

Meanwhile, the unsettled argument between the Missouri Pacific and the J.&P. became a hotly contested issue, and on May 13 the Chamber of Commerce rebuked the J.&P. for its inaction. Attention was called to the fact that the city had attempted to carry the J.&P.'s fight to the Public Utilities Commission for them but had been informed that

⁵⁷Ibid., May 5, 1914.

⁵⁸Ibid., May 6, 1914.

only the J.&P. could introduce the grievance to arbitration. The Chamber of Commerce then wanted to know why the J.&P. could not make "an assertion of boldness."⁵⁹

The J.&P. was convinced by May 20, that if it were to obtain the crossing agreement, it would have to make an "assertion of boldness", and on the latter date, E. C. Wright, general solicitor for the company, spent several hours in conversation with J.&P. attorney John P. Curran, and Mayor N. H. Skourup. It was decided that Wright should visit Missouri Pacific officials in St. Louis to see what arrangements could be made.⁶⁰

Five days later the J.&P. officials received a telegram from Wright telling them that Missouri Pacific officials had consented to permit a crossing.⁶¹ Once again the line work was commenced, and considerable progress was made before the hard winter of 1914-1915 caused the company to cease construction until spring.

Patrons of the J.&P. were informed on June 16, that their demands for a rate decrease had been heeded. The Kansas Public Utilities Commission ordered the following rates to be effective within thirty days: Pittsburg to Franklin, fifteen cents; Franklin to Mulberry, ten cents; Franklin to Croweburg, five cents; and, a five-cent rate

⁵⁹Ibid., May 13, 1914.

⁶⁰Ibid., May 20, 1914.

⁶¹Ibid., May 25, 1914.

set for the distance between Cemetery Lane and Crowe No. 10.⁶²

Two groups were not satisfied with the rate reductions. The first group was that from the south. R. J. W. Bloom, representative of the group, had asked for reductions on the Weir-Columbus and Weir-Scammon fares, but the Commission had declined to comment on the request. The second group was composed of J.&P. officials. Wright as spokesman stated that in his opinion the Commission had overstepped its authority, and that the company intended to carry the decision to the courts.⁶³ The appeal was not made until the summer of 1915.

About the middle of June the rate question was set aside while labor and management of the J.&P. worked on a new contract to replace the one to expire June 21. This discussion narrowed down to questions concerning wages of trainmen, barnmen and shopmen, discharge and suspension of men, and the duration of the new contract.⁶⁴

When it became apparent to Satterlee that the men were not going to accept the company's version of the contract, he proposed that they continue at work under the old contract until the Union's International President, W. D. Mahon, of Detroit, and the Company's Secretary-Treasurer, J. A. Prescott, of Kansas City, could meet and arrive at a settlement,

⁶²Ibid., June 16, 1914.

⁶³Ibid., July 7, 1914.

⁶⁴Ibid., July 6, 1914, contract on page 3.

said settlement to be binding on both parties and retroactive to the expiration date of the old contract. The company refused to negotiate with any other than Mahon.⁶⁵

The union men declared Satterlee's proposal to be unfair, since Mahon was at the time traveling in Europe and was not expected to be in the United States before October. A strike resolution was framed, voted on, and carried, and employees of the J.&P. started on July 6 what was to become the company's longest and most damaging strike.⁶⁶

All was quiet on the strike front the second day. It had been rumored that J.&P. men were going to picket the shuttle trains put into service by the steam lines, but the picketing did not become a reality.⁶⁷ It would have made little difference to the riders of the shuttle trains whether they rode in picketed coaches. Their greatest need was transportation and the steam lines provided it in the absence of the interurban. On July 8, on one run from Girard to Pittsburg, a Santa Fe shuttle, regularly scheduled between Chicopee and Girard, brought in three hundred passengers.⁶⁸ Passenger totals for the Frisco, running from Columbus to Mulberry, were not known.

The Headlight praised the steam lines for their assistance

⁶⁵ Ibid.

⁶⁶ Ibid.

⁶⁷ Ibid., July 7, 1914.

⁶⁸ Ibid., July 8, 1914.

in the trying times and stated that because of these lines little business was being lost in the strike area. The July 11 edition quoted John Fenimore as saying that, "No attempt will be made to run cars with new men.....and future developments are pure speculation."

On July 16, when it appeared that the strike might not be settled for some time, a ray of hope came when it was learned that the overhead wire men of the company had signed a new contract. In this instance, however, contract signing did not prove to be contagious. The strike continued, and the wire men, seeking other work, were employed by the city to rig poles and wires for the city's "White Way."⁶⁹

"THE J.&P. SERVICE MAY BE RESUMED TOMORROW MORNING." was a headline in the Headlight, August 8. This speculation was based on the knowledge that the company had revised its proposal somewhat and that a meeting had been called. All hoped for the best, but hopes were shattered the following day when it was learned that the men had refused to accept the revision.

Another attempt at conference was made on August 13, when representatives of commercial clubs from Weir, Scammon, Mineral, Joplin, and Pittsburg extended their good offices to both parties. The arbitration attempt failed, however, when both parties thanked the clubs for their good intentions

⁶⁹Ibid., July 16, 1914.

⁷³Ibid., September 3, 1914.

but declined to cooperate.⁷⁰

Intentionally or not, the City Commission provided considerable humor for the townspeople August 19 by passing Ordinance No. 1389 regulating certain phases of street car operation within the city limits.⁷¹ The newspaper did not miss the obvious humor of the situation and the next day's edition carried a heading reading, "CARS MUST STOP ON NEAR SIDE OF STREET--BUT OF COURSE THEY WILL HAVE TO START BEFORE AN ORDINANCE IS EFFECTIVE." Below the headlines was a small article which read:

The cars of the Joplin & Pittsburg Railway Company hereafter will stop on the "near" crossings in Pittsburg; provided of course, they start. Also, henceforth, their headlights shall be equipped with dimmers, so that when running within the city limits persons approaching the cars after dark will not be blinded by the glare of the light. These are the main provisions of an ordinance passed by the city commission at its meeting yesterday afternoon.⁷²

The deadlock continued through the month of August with nothing accomplished, and then, on September 2, it was announced that Mahon had returned from Europe and would be in Pittsburg that night. It was also announced that Kansas Attorney General John S. Dawson would be present for a meeting September 3. Dawson was attending in order to answer to many petitions from the region.⁷³ The meeting

⁷⁰ Ibid., August 13, 1914.

⁷¹ Pittsburg Ordinance, No. 1389, Fenimore, Collection.

⁷² Headlight, August 20, 1914.

⁷³ Ibid., September 2, 1914.

failed,⁷⁴ as did another between Prescott and Mahon on September 4.⁷⁵

When it began to appear that nothing could break the strike Mahon hit upon a plan, which, for the moment, was accepted by both sides. Mahon's proposal was that each side designate one member of either the Kansas or Missouri State Utilities Commission, the men thus chosen to choose a third, and the three to arbitrate the dispute.⁷⁶ The rupture in this proposal came with the union's discovery that the company wanted the third man to be chosen from one of the two Commissions. The union desired the third man to be chosen from the population at large and declined to accept any other representative.⁷⁷

The strike took on a new hue on September 18, when J. D. Turkington, sheriff of Crawford County, announced that as a public official and a tax paying citizen he was prepared to file a suit to force the J.&P. into receivership if the strike were not settled immediately. Satterlee had no comment for the press, but George Keenan, Fourth Vice-President of the National Carmen's Association, declared that the men would welcome receivership and that it could in no

⁷⁴Ibid., September 3, 1914.

⁷⁵Ibid., September 4, 1914.

⁷⁶Ibid., September 5, 1914.

⁷⁷Ibid., September 17, 1914.

⁸¹Ibid., September 23, 1914.

way affect labor's organization.⁷⁸

On September 19 Sheriff Turkington filed his suit in Girard but two days later he withdrew his suit and refiled in Pittsburgh, where the prosecution was commenced the same day. Turkington claimed that he wanted the company to clean its skirts before October 15 and that if the strike were not ended by said date he wanted C. E. Knowles, an employee of the line, to be named as receiver.⁷⁹

The next day, Turkington got his answer. The company announced that it would be in operation within a short time, but that it might of necessity hire non-union men, and that if such were the case Sheriff Turkington would be expected to afford the workers ample protection from any and all violence.⁸⁰

Pittsburg awoke September 23 to find men preparing the tracks for traffic. It was not known as fact that the strike would end that day, but it was rumored that strike breakers were being held in Joplin to move on call. The strike was to end peaceably or otherwise.⁸¹

"LONG STRIKE IS AT AN END," greeted the readers of the Headlight on the evening of September 24. Those who had not read the paper did not have to be told that the strike was

⁷⁸Ibid., September 18, 1914.

⁷⁹Ibid., September 21, 1914.

⁸⁰Ibid., September 22, 1914.

⁸¹Ibid., September 23, 1914.

over, for the business district of Pittsburg took on a carnival air when the first car was sighted on the tracks. Horns were blown, hats were thrown, cheers echoed throughout the streets, and jitney operators removed the "hack" signs from their automobiles and headed for the garages. Pittsburg was alive with excitement.⁸² The strike was over! A new contract had been signed and an arbitration agreement on the wage scale had been reached. The contract was to run for three years and contained a renewing clause which practically ensured six years of work under the one contract. Another contract was signed at the same time, this one with the trackmen. They had been on strike during the time the carmen and motormen had been out but had not inconvenienced the company to such a degree, the only major task for the trackmen at that time being the completion of the Lincoln Park line. These men had demanded \$2.00 for an 8-hour day, but accepted \$1.90 for a 10-hour day.⁸³

By October 3, the union had selected John M. Kinkle of the Kansas Public Utilities Board, to represent it, and the company had chosen James A. Cable of the same board.⁸⁴ On December 5, the arbitration sessions were at an end and it was announced that the decision would be made public within a short period. Four days later, Walter Glenn

⁸²Ibid., September 25, 1914.

⁸³Ibid., September 24, 1914.

⁸⁴Ibid., October 3, 1914.

of the Carmen's Local said that he had received an unofficial report that the wage increase would amount to one (1) cent, giving beginners twenty-five cents an hour, regulars twenty-six cents an hour, and five year men twenty-seven cents an hour.⁸⁵ The official report was revealed by Kinkle, Cable, and their chosen arbitrator, Frank A. Wightman December 12. Their decision was identical with the report of Glenn.⁸⁶ Beyond all question this arbitration ended the strike, but it did not remove the possibility of other strikes, and others came.

a skidded into a freight car. Ten persons were injured in the crash, one quite seriously.¹ Little was done about the crash at the time, but litigations connected with the crash were being paid as late as 1921. It seemed that the company was off to a bad start in 1913.

In February the company narrowly escaped having its Assistant General Manager, John Fenimore, conductor Charles Brown, and several patrons on the Weir line blown to bits. For several weeks Weir had been living in a constant state of terror caused by an alleged maniac setting off dynamite charges under buildings, in the middle of the streets, and at any other spot which seemed appropriate to the "blaster." On the evening of February 9, as the Weir car stopped for a switch, Mr. Fenimore called to Brown to remove a piece of "iron" from the rail. When Brown removed the "iron", he

⁸⁵ Ibid., December 9, 1914.

⁸⁶ Ibid., December 12, 1914.

CHAPTER III

THE DECLINE, 1915-1924

With the long strike of 1914 at an end, except for the ill effects produced by any such occurrence, the company entered 1915 with a determination to give better service and maintain a more efficient operation policy. The company, however, was given a jolt January 30, when a Girard car entering Franklin skidded into a freight car. Ten persons were injured in the crash, one quite seriously.¹ Little was done about the crash at the time, but litigations connected with the crash were being paid as late as 1921. It seemed that the company was off to a bad start in 1915.

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¹Headlight, January 30, 1915.

found it to be a pack of dynamite which had been wired to a detonator, the latter article fixed to the rail in such a manner that the flange of the car wheel would detonate the charge.² The car proceeded into Weir without mishap, but until the frequency of bombings decreased, an eagle eye was kept on the track bed as the car rolled along.

At Cherokee Junction, March 29, 1915, at about 9.15 o'clock in the evening, the company experienced its first car robbery when four men climbed aboard the car, uttered a trite but effective "Hands up", and then took \$12 and a watch from conductor James Halliday, forty cents from motorman Hudson, and \$4 from a passenger from Cherokee named Hiatt. When the men had completed their deed, they backed out of the car, pulled the trolley from the wire, a device used in later robberies to make certain that the car would remain stationary and in darkness, and fled from the scene.³

In the middle of April the J.&P. had better news to report. The track crews were at work on the Lincoln Park line, which had been delayed by a trackmen's strike and a particularly bad winter.⁴ By the 24th of the month the line had been completed, and on the following day it was opened to the public. In some respects, however, the line was a disappointment, for cars were run but once every fifteen

²Ibid., February 9, 1915.

³Ibid., March 30, 1915.

⁴Ibid., April 14, 1915.

minutes on Sunday only. No schedule was written for weekdays and no cars were run.⁵

Two days after the opening of the Lincoln Park line, the J.&P. filed an application with the Public Utilities Commission of Kansas requesting a flat rate of two cents a mile, which, if granted, would permit the company to revise its tariff schedule and do away with the zone rates forced on it by the Commission in June of 1914.⁶

The J.&P. was notified that the hearing of the rate question set for May 4 had been postponed at the request of committees representing towns along the lines. These committees, the Commission said, had declared that they had been given but four days notice of the hearing date and that they had not been able to prepare a case to present in opposition to the J.&P.'s application.⁷ No hearing date was set at this time, the Commission saying that it was impossible to fix a date with all parties evidently not prepared to present their cases.

The summer passed without a hearing on the case, which was suddenly forgotten in September when J. J. Heim electrified the citizens of Pittsburg with the announcement that he planned to put the city in hourly connection with the oil and gas belt to the west. He said that he was negotiating

⁵Ibid., April 24, 1915.

⁶Ibid., April 27, 1915.

⁷Ibid., May 4, 1915.

with officials of the M.K.&T. for the purchase of their line from Parsons to Joplin and that this route would be the one which would give the Pittsburgers their new contacts.⁸ As time passed, however, it became evident for reasons known only to J. J. Heim and officials of the M.K.&T. that Pittsburg was not to receive this service.

In October the Arcadia line, first proposed to the Pittsburg Chamber of Commerce by Arcadians in June, 1912, came in for new attention, and the Chamber of Commerce approached the J.&P. officials with a building proposition. J.&P. officials informed the C. of C. delegates that such a line had been considered by the company in 1914, but that the strike of that year had spiked any extension work and that the European war and its effect on the money market might occasion further delay in the building of such a line.⁹

In November the interurban boosters of Pittsburg were still trying to persuade the J.&P. to build, and a committee composed of James B. Smith, E. V. Lanyon, A. E. Maxwell, J. T. Moore, W. J. Watson, and J. N. Patmor was put to the task of goading the J.&P. into action.¹⁰ The efforts of the committee were in vain, and before many more months had passed, talk of a line to Arcadia was no longer heard in the interurban circles.

⁸Ibid., September 10, 1915.

⁹Ibid., October 14, 1915.

¹⁰Ibid., November 10, 1915.

The postponed rate case came back into the news on November 26, when the J.&P. officials were notified that the case would be heard. On November 29, the company announced that its legal advisors would be Edward C. Wright of Kansas City, general attorney for the company, and J. S. Dean, of Topeka, formerly United States district attorney for Kansas. These two men were to be assisted by John P. Curran, local attorney for the road.¹¹

On November 30, the day set for the hearing, nothing of any importance was accomplished, but the Commission did decide that the question of the two-cent a mile rate would receive first attention. In connection with this rate request, J. A. Prescott, secretary-treasurer of the company, gave much testimony designed to show the Commission why such a rate was needed by the company. In describing the nature of the territory in which the line was built, Prescott said:

Chicopee is scarcely one-third so large as when the line was built. Weir would be out of existence it was not for its churches, schools and means of transportation. Growth in the north field has been, partly at least at the expense of the south. When the north part of the field is worked out the population will move to an entirely different district and pass out of the territory. Frankly, we are disappointed in regard to the life of the coal field and find that we must get back our investment in a much shorter term of years than we had anticipated. The situation is entirely different than in a district devoted to agriculture or industrial enterprises. There is little

¹¹Ibid., November 29, 1915.

really agricultural territory except around Columbus and Girard. Even if not disturbed by surface mining the land would be far below the average value of Missouri and Kansas land. I have never seen nor heard of any land stripped for mining being restored and I do not think that any of us of this generation will see it.¹²

In speaking of the financial standing of the line, Prescott revealed that the interest bearing investment of the company was at least \$36,000 per mile, including a first mortgage bond issue of \$1,750,000, debentures of \$1,050,000, and preferred rights of \$853,900, general mortgage bonds later being issued to replace the latter. He also stated that all money derived from the sale of securities had gone into the property and that there had been no expenditure for commissions. First bonds, he said, had sold for \$90, debentures at \$85, and preferred rights at \$80, considerably more than they were worth in that current year, 1915. Prescott went on to say that in acquiring and building the line the Columbus venture had cost the company \$1,412,000, the most paid for any one part of the property. In closing his testimony for the day, Prescott answered a question concerning the company's two per cent depreciation rate for 1914 by saying, "Frankly, we made this depreciation figure as small as possible. We must make a showing to retain our credit."¹³

¹²Ibid., November 30, 1915.

¹³Ibid., December 1, 1915. (Prescott's breakdown of common stock distribution leaves \$684,658 of the \$3,300,000 unaccounted for).

When the hearing was reconvened December 1, Prescott was called upon to give more of the financial history of the company. He commenced by telling the Commission that the company had issued \$3,300,000 in common stock and had to that date invested \$4,272,000 in physical property, making the investment about \$42,000 per mile of track. In breaking down the sales of stock, Prescott said that \$800,000 worth was sold in connection with the Columbus line, \$500,000 worth in part payment of the north lines, \$300,000 worth for the Joplin "air line", and \$164,000 worth for construction of other lines. In a further breakdown, he testified that \$150,000 worth had been issued to himself and other promoters for money loaned to make interest payments while construction was in progress. Another \$336,350 worth was used in underwriting the securities of the company, and in addition to this Heim, Prescott and others, by Prescott's testimony, received \$325,000 worth of common stock in addition to \$40,000 worth received for actual expenses incurred in promoting the company.¹⁴

Prescott's testimony was followed by that of other company officials, and when the day's hearing was ended, the Commission informed the company representatives that further testimony would be postponed for an indefinite period and that within ten days the commissioners expected to receive a

¹⁴ Ibid., December 1, 1915. (Prescott's breakdown of common stock distribution leaves \$684,650 of the \$3,300,000 unaccounted for).

report from the company, the report to be a physical inventory check.¹⁵

When the hearing was again resumed at Topeka June 27, 1916, it was again postponed because of the negligence of the J.&P. in preparing the requested physical inventory check. The company declared that such a check would cost it between \$15,000 and \$20,000. The Commission declined to pass judgment without the information and sent its engineer to make the check.¹⁶ No date was set for resumption of the hearing.

In July the rate case was forgotten in the excitement over a possible extension of the J.&P. from Columbus into the Picher region. From July 18 to July 25, the Pittsburg Headlight propagandized the public with stories concerning the worth of the line to Pittsburg. On August 19, however, the bubble burst: the company announced that it was unable to foresee an adequate return on such a project and would not build.¹⁷

Misfortune rode the rails in October as a Mulberry car crashed into the rear of a Girard car at Twenty-Fourth and Broadway. Several persons were injured in the crash, and Dan Daetwyler, motorman, lost his left leg.¹⁸ In the next

¹⁵ Ibid., December 1, 1915.

¹⁶ Ibid., June 28, 1916.

¹⁷ Ibid., August 19, 1916.

¹⁸ Ibid., October 16, 1916.

month little of importance occurred, but in December, the J.&P. experienced four days of unreliable service from the Empire District Electric Company's power plant on Spring River at Riverton, and this in turn caused the line to give poor service to its patrons. Neither party could be held responsible in this case, however, for a steam turbine of the Empire Company had suddenly gone to pieces, and all the damage could not be repaired until spare parts were received.¹⁹

In March of 1917, the interurban riding convivialists of the Pittsburg area were convinced that their world was about to end. Notice was posted that on March 17 special deputy sheriffs paid by the J.&P. would ride all cars between dry Pittsburg and wet Joplin to enforce liquor laws.²⁰

The press explained:

This is a result of the "bone dry" law. Since it went into effect southeastern Kansans have pilgrimaged to Joplin and not being satisfied with the amount of intoxicants they could imbibe at the bars of the Missouri oasis have procured a supply to drink on the way home. As they neared the state line they "killed" the liquid refreshments and threw the bottle out of the window to escape danger of prosecution for having liquor in their possession in Kansas.²¹

Pittsburgers struggled with enforcement of the "bone dry" law only to succumb to "extension fever." The potentialities of an Oklahoma line had been brought before

¹⁹ Ibid., December 4, 1916.

²⁰ Ibid., March 17, 1917.

²¹ Ibid., July 16, 1917.

the interurban boosters, and in May the Commercial Club and the Chamber of Commerce backed a movement designed to make the J.&P. see the worth of such a line.²² The officials of the J.&P. would not be hurried into the matter, however, and in October Columbus withdrew its support of the drive and backed a connection of the M.K.&T. with the O.K.&M.²³

On July 4, 1917, the company broke all previous fare totals on the Lincoln Park line with 9,100 fares, and nearly equaled its all-time high of 50,000 fares on one day, set on July 4, 1912. The over-all count of fares on July 4, 1917, was 42,751.²⁴

On July 14th the "halo effect" of the 4th was shattered when engineers and firemen of the company refused to accept wage proposals made to them and went on strike. Without these men on the job no traffic could be handled on the line.²⁵ The men remained on strike, although Prescott pleaded with them to return to work under the old contract until the Public Utilities Commission could settle the two-cent a mile rate request. This additional money, he said, was needed before anyone could have an increase.²⁶

²²Ibid., May 22, 1917.

²³Ibid., October 16, 1917.

²⁴Ibid., July 6, 1917, The company claimed that Picher, Okla., had a celebration which drew about 10,000 persons who would otherwise have come to Pittsburg.

²⁵Ibid., July 14, 1917.

²⁶Ibid., July 16, 1917.

A conference was arranged on July 17 and at 6 o'clock the same evening the strike was declared to be off. Engineers were to receive \$95 a month and an 8-hour day, while sub-station operators were to receive \$75 a month and an 8-hour day.²⁷ Before the strike the engineers had received \$100 a month and worked a 12-hour day, while the sub-station operators had received between \$75 and \$80 a month for a 12-hour day.²⁸

In September, the trackmen, who had been executing a very quiet strike, signed a contract which gave them \$2.25 for a 9-hour day. They had been receiving \$1.90 for a 10-hour day under their 1914 contract.²⁹

With the rapid fall in the price of rails and the expansion of the Waco-Lawton ore field, in September the J.&P. decided to build a spur line from the "air line" into the field.³⁰ In October it was announced that the line was construction and that it would be three miles in length, connecting with the "air line" one-half mile south of Waco station.³¹ This line was completed without delay.

The miners of mine No. 21 of the Wear Coal Company started the J.&P. ball rolling in 1918. For several

²⁷ Ibid., July 17, 1917.

²⁸ Ibid., July 18, 1917.

²⁹ Ibid., September 3, 1917.

³⁰ Ibid., September 25, 1917.

³¹ Ibid., October 19, 1917.

³² Ibid., January 14, 1918.

months patrons on the various lines had been complaining of the company's service but had taken no action. The miners determined to get action and wrote a letter to Governor Arthur Capper, putting their case in his hands. Part of the letter reads as follows:

Also would like to call your attention to the street car service the men have to contend with in going to and from their work. It seems as though the street car companies think anything will do for the miners. The cars are overcrowded and as cold as a refrigerator. When the cars pull in town in the mornings there is a scramble like a lot of wild beasts for the few seats provided in the cars and it is only the lucky few who get to sit down, the majority having to stand up. On Dec. 28 (1917) there was crowded on the car more than 100 men (car had a seating capacity of 40). This is not an unusual occurrence but a regular thing both going and coming from their work, after doing a hard day's toil in the mines.....signed Ed. Swigert, F. Furguson, Committee; Wm. Fowler, sec.³²

Unrest was increased when a notice was published that railroad men were not draft exempt. Most of the railroad men considered staying with the job because they thought that such a position would classify them as government employees. The notice specifically stated that this could not be.³³

In February another strike loomed on the J.&P. horizon. Carmen had been demanding a wage increase to meet the higher cost of living, and the company had refused their demands, saying that it could not meet such requests until the rate arbitration, hanging fire since 1915, was settled favorably. The men, who had waited long enough in their opinion, sent M. J. Lavery, President of the Carmen's Union, DeWitt Reese,

³²Ibid., January 8, 1918.

³³Ibid., January 14, 1918.

of the Union, and Senator J. W. Montee of Girard to confer with Governor Capper on the matter.³⁴

On February 6, the carmen decided that the company had consumed enough time to no avail, and they voted to strike on the 9th, unless they were granted \$4.50 a day, almost a 50 per-cent increase.³⁵ It was rumored that Heim, after receiving a letter from Capper, was ready to grant the increase, but that Prescott was not in favor of the move.

Part of Capper's letter to Heim read:

My understanding is that the employees of the road have had but one increase in wages in the last two years, and that many of them are earning as low as \$2.25 a day.....I have conferred with the state labor bureau in regard to conditions in the Pittsburg-Joplin district and find that the bureau coincides with the view I take of the situation. Your lines must be kept in operation and the workmen must have a living wage.³⁶

Two days later, Mahon, National President of the Car-men's Union, ordered the men not to strike, but the men took the stand that Mahon could not keep them from quitting their jobs. On the same day, Alexander Howat sent Dr. H. A. Garfield, National Fuel Administration Head, a telegram requesting him to intervene, and the Chamber of Commerce urged the State Public Utilities Commission to grant the rate increase, which the company estimated would bring in an extra

³⁴Ibid., February 4, 1918.

³⁵Ibid., February 6, 1918.

³⁶Ibid., February 9, 1918.

³⁷Ibid., February 11, 1918.

\$100,000 a year.³⁷

On February 9, the strike was postponed seventy-two hours at the request of James J. Barrett, Commissioner of Conciliation of the United States Department of Labor, but matters were not improved too much, for the trackmen and linemen joined the carmen in their demand for higher wages. The estimated annual total of requested increase was now \$120,000.³⁸

On February, Barrett invited Heim and Prescott to represent the company in a conciliation meeting to be held the next day. State Labor Commissioner Paul McBride was also invited. When the carmen were approached concerning the meeting, they declined to send a representative, saying that they were not striking on the 13th if they did not receive the increase but quitting, which certainly was not contrary to any contract stipulations.³⁹ The meeting was held without representatives of the Carmen's Union, but nothing was accomplished.

On February 13, the men quit, and Barrett, declaring that the line had to be operated, offered three proposals to the carmen. He asked that they return to work under one of the three following proposals: operation under United States Director General of Railroads McAdoo; settlement by

³⁷ Ibid., February 8, 1918.

³⁸ Ibid., February 9, 1918.

³⁹ Ibid., February 11, 1918.

⁴² Ibid., February 13, 1918.

arbitration through the Kansas and Missouri Public Utilities Commissions working in conjunction with the ICC; or arbitration by the Federal Wage Commission. The men refused these proposals and asked that they be paid the requested wage until March 1, when they would submit the question to arbitration if the rate case were not settled.⁴⁰ The company refused.

Governor Capper entered the picture again when he telegraphed to United States Director General of Railroads, McAdoo, on February 14:

I respectfully urge that you take immediate steps to take over the operation of the Joplin & Pittsburg Railway Company's 100 miles of electric railway in Kansas and Missouri.....Seventeen coal mines producing 2,400 tons of coal per day are served by this system. These mines are now closed because they have no other shipping facilities.⁴¹

One day later officials of the Joplin Chamber of Commerce sent telegrams to Senators William J. Stone and James A. Reed and Congressman Perl D. Decker, asking that Congress give the President power to take over interurban systems and operate them. The request applied particularly to lines in mining and industrial districts, and the telegram requested that the power be granted by adding an amendment to Senate Bill No. 3388 entitled, "An act to amend the emergency shipping fund provision of the urgency deficiency appropriation act, approved June 15, 1917."⁴²

⁴⁰ Ibid., February 13, 1918.

⁴¹ Ibid., February 14, 1918.

⁴² Ibid., February 15, 1918.

Mahon entered the fray again on the 19, and notified the men that they would be given twenty-four hours in which to return to work; if they had not returned at the end of that time, he would revoke the union charter.⁴³ Mahon got his answer the next day. It was pay day, and as the men drew their pay they turned in their badges.⁴⁴

The long awaited rate decision came the day after the men had turned in their badges. It was the Commission's decision that the company might operate under a two-cent a mile rate.⁴⁵ The walkout might have been ended by this news had not Heim and Prescott announced to the press that the rate increase could not be used to grant wage increases to the employees. The increase, they said, had actually been used in the granting of higher wages to part of the employees in the last strike. In the eyes of the carmen this news did little more than add injury to insult, for the company officials had offered them increases based on the rate decision, effective if they continued at work.⁴⁶

Although all the J.&P. employees and 400 men from the Jackson-Walker mines were out on strike, Pittsburg held a great celebration in observance of Labor Loyalty Day February 22, with J. I. Sheppard, attorney from Fort Scott,

⁴³Ibid., February 19, 1918.

⁴⁴Ibid., February 20, 1918.

⁴⁵Ibid., February 20, 1918.

⁴⁶Ibid.

giving a long, patriotic speech.⁴⁷ On the next day, Sheppard crossed the fence and addressed a mass meeting of all men in the district who were striking or unemployed. In his speech to these men, Sheppard asked them to return to work as soon as possible, and he suggested to the J.&P. men that they might bring suit against the road and attempt to force it into receivership.⁴⁸

On February 28, Mahon told O'Shea, another representative of the A.A.S.E.R.E.A., "If the men there do not want to comply with our constitution announce to them that they are all expelled and return the charter and outfit to this office." O'Shea announced this to the members of Local 497 but also informed the men that they might continue in the organization by procuring a national membership card.⁴⁹

On the same day the company announced that it would run cars with any and all trainmen, barnmen, and shopmen who had been with the company on February 12, 1918 and were willing to go back to work.⁵⁰ The company failed with the announcement and on March 1 the Joplin and Kansas City papers carried this advertisement:

Wanted: Experienced conductors and motormen, who are members of the Amalgamated Association of Street and Electric Railway Employees; wages 30, 31, and

⁴⁷ Ibid., February 22, 1918.

⁴⁸ Ibid., February 25, 1918.

⁴⁹ Ibid., February 28, 1918.

⁵⁰ Ibid., February 28, 1918.

32 cents per hour. Joplin & Pittsburg Railway Company, Pittsburg, Kansas.⁵¹

On February 28 the press added more fuel to the fire by printing the financial findings of the State Public Utilities Commission. Their engineer had found the value of the J.&P. in Kansas to be \$2,215,188. The company had claimed the value to be \$3,696,790. The Commission report went on to say that the company had outstanding capital of \$94,000 for each mile of track while the physical value of each mile only amounted to \$29,000, or \$25,000 if depreciation were considered. Interest bearing indebtedness of \$30,000 a mile was found.⁵²

The Commission stated that it was not surprised to find revenue so small with the capitalization of the road so high. It found that on December 31, 1916, the road was capitalized at \$8,600,000 or \$94,000 for each mile. At that time the company had \$1,750,000 in first mortgage bonds at five per cent, \$1,050,000 in general bonds at six per cent, \$800,000 in preferred rights, and \$5,000,000 in common stock. The Commission report also showed that the company had originally issued \$2,800,000 to buy the property of the Pittsburg Railway & Light Company and to build additional lines. Of the common stock, \$2,200,000 was held in the treasury, and although \$2,000,000 in preferred stock was authorized it

⁵¹Ibid., March 1, 1918.

⁵²Ibid., February 28, 1918.

was not issued.⁵³ The company claimed a total valuation of \$5,371,179 including the following items over-and-above physical values: contractor's profits, \$490,968; commissions, etc., \$163,656; preliminary expenses, \$98,193; adaptation and solidifications, \$67,680; financial cost, \$37,312; going concern value, \$500,000; the entire list totaling \$1,674,380.⁵⁴

The Commission's engineer arrived at an estimate of 65.62 per cent on all the items listed above with the exception of financial cost, which was accepted as the company claimed it to be. The engineer also estimated that the increase in the company's income from the two-cent raise would be about \$95,000. It would have increased the revenue \$96,159 in 1916 and \$95,153 in 1915. The increase as granted in 1918 was estimated to be 21.71 per cent.⁵⁵

The Commission's report was momentarily forgotten when the J.&P. resumed service on the Joplin "air line" March 2. But when the car with a new crew started back to Joplin, the engineers of the Scammon plant walked off the job. Shortly thereafter, the engineer of the Turkey Creek plant called in to say that he would stay on duty until the car reached Joplin, at which time he too planned to walk off the job. This power shutoff not only sent the cars back to the barns

⁵³Ibid., March 6, 1918.

⁵⁴Ibid., March 9, 1918.

⁵⁵Ibid., March 11, 1918.

but also left several mines along the southern lines without any power.⁵⁶ The strike was not over.

The Kansas City Shop men got into the battle on March 6. Their first action was to communicate to Governor Capper their desire to see the strike ended. Their second step was to inform the public that unless the interurban men got "fair" treatment there might be considerable unrest in other labor organizations in Pittsburg.⁵⁷

Heim met with M. J. Lavery, Roy Barker, and D. Reese on March 8 in an attempt to come to terms, but no agreement could be reached and the three men of the Carmen's Union left the city for Detroit. They hoped that they could contact the national officers of the A.A.S.E.R.E.A. in that city, and obtain aid for the strikers in Pittsburg.⁵⁸

The carmen proposed to the company on March 11 that all the strikers be taken back in a body and the company readily assented. The carmen then sent the proposal to the national offices in Detroit for confirmation, which was quickly received. The men then agreed to go back to work and to allow their grievances to be arbitrated.⁵⁹

On February 12, although the men had agreed to return to work, resumption was halted by the engineers. These

⁵⁶ Ibid., March 2, 1918.

⁵⁷ Ibid., March 6, 1918.

⁵⁸ Ibid., March 9, 1918.

⁵⁹ Ibid., March 11, 1918.

demanded that they be paid for the period in which they had been laid off, following their walkout at the March 2 attempt to operate the road. The company refused to talk business with the engineers and the cars remained idle.⁶⁰

Conferences were held every day after the engineer's refusal to return to work until the agreement was reached March 21. In the conference of this date it was decided that wage demands would be left to the officers of the International Union of Carmen, that engineers would be paid for the time lost by lay-off, and that the local union would be reinstated.⁶¹ This settlement, made on Thursday, was welcomed by business circles in Pittsburg because the following Saturday was miner's pay day.

It was announced on April 10 that arbitration proceedings on the wage question had ended. The men were given a three-cent increase, the latter did not consider this fair but admitted that they were unable at that time to contest it.⁶²

The rate increase granted during the strike went into effect April 22,⁶³ and on April 25, a protest against the increase was filed by the Pittsburg United Trades and Labor

⁶⁰ Ibid., March 12, 1918.

⁶¹ Ibid., March 21, 1918.

⁶² Ibid., April 10, 1918.

⁶³ Ibid., April 19, 1918.

⁶⁴ Ibid., August 1, 1918.

Council.⁶⁴ This was followed on the 29th by an announcement in the Headlight giving dates for rate protest meetings in Franklin, Weir, Scammon, Mulberry, and Mineral.⁶⁵

These protest meetings were not without result, for on May 31 it was announced that the Kansas Public Utilities Commission had ruled the J.&P. interpretation of the rate increase to be incorrect. The railway company had been adding the two-cent a mile rate to the city rates. The Commission declared that the flat rate was to be discontinued at the city limits within which only the regular city rates would be charged.⁶⁶ These two interpretations, that of the Commission and that of the Company, were held by the Commission to be possible but on June 13 the rates scaled to the Commission's interpretation were the rates put into effect.⁶⁷

A wage hearing was set in operation on June 25 by the Federal War Labor Board, under the joint chairmanship of William Howard Taft and Frank P. Walsh.⁶⁸ On August 1 it was announced that this Board had granted the J.&P. men a fifteen per cent raise, retroactive to May 24, 1918.⁶⁹

A new rate schedule for the company was approved

⁶⁴Ibid., April 25, 1918.

⁶⁵Ibid., April 29, 1918.

⁶⁶Ibid., May 31, 1918.

⁶⁷Ibid., June 12, 1918.

⁶⁸Ibid., June 25, 1918.

⁶⁹Ibid., August 1, 1918.

following the wage increase granted to J.&P. employees. An application had been filed with the State Public Utilities Commission, asking for a three-cent rate. The Commission declined to grant the three-cent rate; however, it did grant a two and one-half cent rate.⁷⁰ The latter went into effect September 20.⁷¹

In September the company filed an application with the Utilities Commission requesting permission to reduce its service on the Mulberry and Columbus lines. According to the application, the company wished to run hourly service at all times, except during the morning and evening rush hours when regular thirty-minute service was to be given. The company also requested a reduction in the number of stops on several of its lines.⁷² In December the company received permission to cut its service by ten stops on the Columbus line, five stops on the Mulberry line, and one stop on the Pittsburg-Girard line. Permission was also granted for the reduction of car trips on the Mulberry and Columbus lines. These changes were to go into effect January 1, 1919.⁷³

Shortly after the new rates were put into effect the company received an invitation from Parsons to build from Cherokee to the former city and connect there with the Jones,

⁷⁰ Ibid., August 16, 1918.

⁷¹ Ibid., September 20, 1918.

⁷² Ibid., September 14, 1918.

⁷³ Ibid., December 23, 1918.

Union Traction Company's lines. Such a connection would have placed Pittsburg in direct rail contact with Independence and Coffeyville, but Heim declined the invitation with the excuse that labor and material would cost more than the line would be worth.⁷⁴

On the day following Heim's rejection of the Parsons invitation, the Pittsburg City Commission passed a motion to have the February meeting of the State Public Utilities Commission invite Heim to improve the service on his lines. Citizens had filed numerous petitions of protest with the City Commission, stating that the service had been so poor since the curtailment early in the month that it was feared Pittsburg might suffer an economic repercussion.⁷⁵

The Chamber of Commerce, United Mine Workers, Trades Council, and the Southwestern Interstate Coal Operators' Association were invited on January 16 to assist the City Commission in obtaining better service from the J.&P. The Mayor was authorized to represent the city, and Commissioner Bert Mead suggested that the Mayor attempt to have the state legislature pass a law permitting the state to take over and run interurban systems not giving adequate service.⁷⁶

The committee for action, composed of Mayor O. T. Jones, Bert Mead, of the City Commission; G. F. Warnstaff, of the

⁷⁴Ibid., January 14, 1919.

⁷⁵Ibid., January 15, 1919.

⁷⁶Ibid., January 16, 1919.

Trades Council; Bernard Harrigan, of the Southwestern Interstate Coal Operators' Association; John Steele, of the United Mine Workers; and C. B. Spicer and J. C. Fowler, of the Chamber of Commerce reported January 17 that the matter could not be put before the February meeting of the Public Utilities Commission because thirty days' notice was required before a hearing could be made.⁷⁷

The Utilities Commission, however, acted without the hearing by sending to Heim a notice that the line was to be run more efficiently, and to Satterlee a telegram saying, "The commission is flooded with complaints against poor service on the Mulberry and Columbus lines. If it is not improved immediately the former service will be ordered reestablished. Wire answer." Satterlee replied that a sufficient number of cars were being run in the busy hours, but that a power shortage from the Franklin plant would not allow the schedule to be kept. He sarcastically added that running more cars certainly would not remedy such a situation.⁷⁸

On January 22, Charles H. Sessions of the Public Utilities Commission held an informal conference with Heim, Satterlee, and Fenimore to see what changes could be made to relieve the bad transportation problem. It was decided that Satterlee should shift all extra cars to the heavily

⁷⁷Ibid., January 17, 1919.

⁷⁸Ibid., January 20, 1919.

traveled portions of the line until commission engineers and survey men could be sent to Pittsburg to determine a better solution.⁷⁹

W. G. Reid and P. L. Grady, both of the Utilities Commission, arrived in Pittsburg March 6, assigned to the task of riding J.&P. cars until they had determined the validity of service protest petitions before the Commission.⁸⁰ A few days later, engineers of the Commission arrived to make a survey of power and traffic conditions on the road, but the stay of all these men was short-lived when the J.&P. installed a rotary converter at the Franklin power plant. The installation of this device permitted the Franklin power lines to take Empire District Electric Company power, thereby ending the power shortage which had been the cause of all the transportation troubles.⁸¹

On July 29, the J.&P. filed with the State Public Utilities Commission for a three-cent rate on the Columbus and the Joplin "air line". Since the State of Kansas had authority to grant an increase only to the state line, a separate application was filed with the Missouri Commission for a like increase on the "air line" from the state line to Joplin.⁸² The Missouri Commission answered the request

⁷⁹ Ibid., January 24, 1919.

⁸⁰ Ibid., March 6, 1919.

⁸¹ Ibid., March 11, 1919.

⁸² Ibid., July 30, 1919.

in October, granting nothing. The company appealed the decision through the federal courts and was granted a two and six-tenths cent rate in Missouri.⁸³ The Kansas Commission did not answer the application until March, 1920, but when it did answer it granted a three-cent rate on all lines.⁸⁴

In August the company found another strike on its hands. With the modernization of the physical properties of the company, automatic machinery had been installed in the Franklin, Asbury, and Turkey Creek power plants, and on August 2 unneeded men of the Franklin plant were laid off. On August 8 the right of the company to dismiss these men was arbitrated by a board composed of W. G. Wolfe, Frisco agent, for the company, J. Turkington for the union, and G. S. Donahey, Missouri Pacific agent, acting as an uninterested party. The board found, "that under Article 6 of said contract⁸⁵ the Joplin & Pittsburg Railway Company has the right to reduce the forces and in this case we find for the company." Later in the day, fires in the Pittsburg plant were smothered by men in sympathy with those discharged. This necessitated the purchasing of power from the Home Light, Heat & Power Company. On the next day, August 9, accompanied by men of the Scammon, Asbury, and Turkey Creek

⁸³Ibid., October 4, 1919. August 13, 1919.

⁸⁴Ibid., March 13, 1920.

⁸⁵Contract signed on July 17, 1917, to expire June 30, 1920.

plants, the men who had been retained at the Franklin plant went on strike, stopping car service on most of the lines.⁸⁶

From August 9 to August 13, the company provided service as best it could, using power from its automatic plants at Franklin, Asbury, and Turkey Creek for the north and south runs, and Home Light, Heat & Power current on the west lines, the latter giving service only to Weir.⁸⁷ On August 13, Satterlee proposed that the men and the company each choose a man to arbitrate with any judge of the district courts of Jasper, Crawford, or Cherokee counties, or the chief justice of the supreme court of either state, or the chairman of either of the State's Public Utilities Commissions. The decision was to be binding on all parties.⁸⁸ The next day the men accepted Satterlee's proposal and the cars were again put into operation.⁸⁹

The arbitration board, composed of Justice Silas Porter, of the Kansas Supreme Court, A. T. Woodside, attorney for the engineers, and B. S. Gaitskill, representative of the company, gave a decision September 22 in favor of the company. Porter stated, in his decision, that the company had never relinquished its inherent right to adopt new inventions and more economical appliances. He also stated that the men had

⁸⁶ Ibid., August 9, 1919.

⁸⁷ Ibid., August 11, 1919; August 12, 1919.

⁸⁸ Ibid., August 13, 1919.

⁸⁹ Ibid., August 14, 1919.

not been discharged under the meaning of the contract but were laid off, retaining their seniority rights.⁹⁰ The men voted to press the matter no further.

During the next month the J.&P. faced the possibility of closing shop again. A coal strike was anticipated, one which would stop coal production in twenty-two states, taking out 13,000 miners in Kansas, 2000 in Missouri, 7000 in Oklahoma, 4000 in Arkansas, 14,000 in Iowa, and 5000 in Colorado.⁹¹ It was feared by the Empire District Electric Company that if the strike were carried through not enough coal would be available to provide power for the entire district. If such were the case, the J.&P. would be called upon to cut its service.⁹²

Several days later the coal strike began, and on November 8 the court ordered the U.M.W.A. to withdraw its strike order.⁹³ The miners returned to work on the 11, and coal stocks were quickly built up over the country.⁹⁴ The trouble started again on December 4 and the military was ordered to take over the mines.⁹⁵ The union men of the J.&P. joined the front ranks of the miners by refusing

⁹⁰Ibid., September 22, 1919.

⁹¹Ibid., November 1, 1919.

⁹²Ibid., October 31, 1919.

⁹³Ibid., November 8, 1919.

⁹⁴Ibid., November 11, 1919.

⁹⁵Ibid., December 4, 1919.

to haul volunteer miners to and from the mines. In addition, they requested the National Offices of the Carmen's Union to give them permission to refrain from hauling coal until the strike was ended.⁹⁶ Part of a communication, which was sent to the Governor was as follows:

.....Whereas an armed force has been brought into this district for the purpose of protecting the unfair workmen, we, the street car employees of this district vigorously protest against the action of the state or others responsible for the present condition, and additional expense of producing coal, and insist that the state militia stationed here be moved; and that the state use its influence to get an agreement signed by the operators and the miners.

The mines and the J.&P. resumed their regular services to the community on December 27, when Alex Howat called off the strike.⁹⁸

The year 1920 was not yet two weeks old when the company was informed that the carmen were contemplating a move to obtain higher wages.⁹⁹ This group had been given its last wage increase in May, 1918, by the Federal War Labor Board, and the Board had informed the carmen at that time that the wage question could be reopened on February 1, 1918, and at six-month intervals thereafter. The union filed an application for a hearing with the State Industrial Court on February 11 and the company sat back, confident that

⁹⁶ Ibid.

⁹⁷ Ibid., February 11, 1920.

⁹⁸ Ibid., December 27, 1919.

⁹⁹ Ibid., January 12, 1920.

such an appeal could be made only to the Federal War Labor Board.¹⁰⁰

April 5 found the company defending itself before the State Industrial Court. The carmen's application had been accepted, and they were asking that the union wage scale of thirty-eight, forty, and forty-two cents be raised to seventy-five cents. Their representatives, Frank O'Shea, J. A. Reeves, C. Davidson, and W. E. Freeman called on businessmen of Pittsburg to testify concerning the increased cost of living.¹⁰¹

The company challenged the authority of the court August 6 and was informed that the Court was within its legal rights to hear the case because the Federal War Labor Board no longer existed. Clyde Taylor, attorney for the road, then announced the startling news that the outcome of the hearing meant life or death to the company. The strike of 1918, he said, had cost the company \$50,000. The rate increase had been granted to offset decreasing passenger revenue. Taylor reiterated the life and death aspect of the hearing.¹⁰²

When the hearing was resumed April 8, the company again took the floor and presented additional testimony in its behalf. It showed the average wage for an electric

¹⁰⁰Ibid., February 11, 1920.

¹⁰¹Ibid., April 5, 1920; April 6, 1920.

¹⁰²Ibid., April 23, 1920.

railway employee in Kansas to be thirty-nine cents, not seventy-five cents as claimed by the union. Figures were introduced to show that at the time of the hearing, ninety-five per cent of the company's employees were receiving the company's maximum wage of forty-two cents. The company also showed that the men had received a fifty-five and one-half per cent wage increase between 1907 and 1920, and that the increase between 1914 and 1920 amounted to sixty-four per cent.¹⁰³ When the company had finished the Court had adjourned.

The court announced April 23 that it had granted the J.&P. employees a wage increase. The minimum wage was raised from thirty-eight to forty-five cents, and the maximum was shifted from forty-two to fifty-five cents. In his decision Judge Huggins summarized the electric railway situation by saying, "that the condition of the street and interurban railways over the country generally is bad is shown by the report of the commission of experts appointed by President Wilson to investigate that subject. The trolley car is on the way to the rendezvous of the stage coach."¹⁰⁴

The final decision of the Court was published July 19, 1920 and put into effect on May 1.

In July the employees made another demand. This time they asked the company to pay the difference between the

¹⁰³Ibid., April 8, 1920; 1907 wage was seventeen cents.

¹⁰⁴Ibid., April 23, 1920.

old wage schedule and the new wage schedule for the period between March 3, when the application for an increase was actually filed, and May 1, when the new schedule became effective. When the company refused, Jesse A. Graves, president of the union, announced that the matter would be taken to court.¹⁰⁵

The company received a court notification on September 24 but not concerning the back wage controversy. The J.&P. was notified that through the federal railway administration its suit against the Santa Fe for the Franklin crash of December 30, 1918 had been settled. The judgment decreed that the Santa Fe should pay the J.&P. \$2500 and bear the court costs. The suit had been filed for \$30,000.¹⁰⁶

Matters ran smoothly for the J.&P. in 1921, until April brought the company into contact with the Franklin crash again. This time the company found itself on the paying end. Mrs. Louise Leznik, who had lost an arm in the crash, was granted \$6250 from the J.&P. and \$3750 from the Santa Fe, making a total of \$10,000.¹⁰⁷

Through the years from 1910 to 1921 the J.&P. felt itself being shoved closer and closer to the wall by the coming of the hard surfaced roads, more automobiles, an accumulation of labor troubles, the depreciation of the

¹⁰⁵Ibid., July 2, 1920.

¹⁰⁶Ibid., September 24, 1920.

¹⁰⁷Ibid., April 15, 1921.

company's physical properties, and the effect of many other factors which the company could not control. In May, 1921, the company commenced using advertisements or "booster" articles similar to the one which follows:

The Joplin & Pittsburg line operates 105 miles of track, has five sub-stations and employs 210 men. The general manager W. A. Satterlee, and general operating offices of the company are located in Pittsburg, in the addition to the Globe building on West Fourth Street. Three train dispatchers are employed. In 1920 the company paid to its employees the sum of \$300,000, and as the major portion of the employees live in this city and many of them purchased homes here, such a volume of trade added to the business of the city helps to make "prosperous Pittsburg" what it is, the best town in southeastern Kansas.¹⁰⁸

It was hoped that good publicity would enable the line to recapture part of its old trade, and survive.

Officials of the J.&P. marked up an imaginary \$9000, on the credit side of the ledger when it was announced that the Federal District Court had refused to grant the carmen and other employees back wages claimed in connection with the wage schedule change. This decision was handed down by Judge John C. Pollock June 4. The carmen voted, however, to appeal the case to the United States Circuit Court of Appeals.¹⁰⁹ Thus, the company was given again the same problem to worry over until a decision could be handed down.

In the heat of July the harrassed line struck out at the nearest antagonist, the jitney operator. With the company losing business on practically all of its lines, the

¹⁰⁸Ibid., May 18, 1921.

¹⁰⁹Ibid., June 4, 1921.

officials could not bear the thought of competing with jitneys. The latter kept no schedules, ran no special route, were unreliable, but yet were cutting much of the city business from the J.&P. books.¹¹⁰

The J.&P. carried its fight to the City Commission on July 20 and demanded that the jitney operators be assessed \$400 for the right to operate on Broadway, Grand, Twentieth, and Fourth. The operators were to be given the right to put their jitney trade on any other street for \$25. The J.&P. made it clear, however, that its war was not against the taxi, which charged a minimum fare of twenty-five cents, but against the ten-cent fare of the jitneurs.¹¹¹

On August 4 the City Commission announced that it had passed an ordinance for the regulation of jitneys. Although the ordinance did not live up to the specifications set by the J.&P. it accomplished the desired end. All license fees were raised from \$10 to \$25 per year, and all jitney operators carrying over five persons had to be bonded for \$10,000. The operators were required to fix a permanent route to be followed for not less than ten hours a day, and streets traveled by the J.&P. were considered to be off limits. In addition, the operator was not to be under twenty-one and the law was not to apply to cars charging more than ten

¹¹⁰ Ibid., July 13, 1921.

¹¹¹ Ibid., July 20, 1921.

¹¹⁴ Ibid., August 10, 1921.

cents.¹¹² By August 8 only two or three jitneys were seen on the street. All other jitneurs had retired, notifying their old customers that they would be in business on holidays only for an eleven-cent fare.¹¹³ The J.&P. management had at last won a point!

About the same time that the company had declared war on jitney traffic, it had announced to the employees that a wage cut was in the offing. The employees had been determined that they would not be put down so easily as the jitneurs, and August 10 found the company in court again, fighting a battle with the union men.¹¹⁴

On August 11 J. A. Graves, who wore a new shirt and held a can of corn in his hand, testified that the two articles just mentioned had increased in price since the J.&P. men were given their last wage boost. Two grocers, A. C. Starr and Tom Billings, testified that groceries had reached a price level much below that of the preceeding year. J. A. Carey, of Ramsay's, and H. A. McQuire both testified that clothing such as the railroaders bought had gone down from twenty-five to thirty per cent within the year. Judge McDermott testified that federal statistics showed an average drop in commodity prices of forty-seven per cent from June 1920 to 1921. And so the testimony continued until the

¹¹²Ibid., August 4, 1921.

¹¹³Ibid., August 8, 1921.

¹¹⁴Ibid., August 10, 1921.

evening adjournment.¹¹⁵

When the hearing was resumed on August 12, Satterlee took the stand and called attention to the fact that the line had carried 1,200,000 fewer passengers in 1920 than in 1916, a decrease of twenty per cent. Union representative O'Shea then took the floor to say that in his opinion the line should do all within its power to keep the men who had been with it so long, for they would be more apt to work for the revival of the line than any other group. He reminded Satterlee that the jitney ordinance had helped the line and that a rate increase was being considered by the Utilities Commission. In the face of such an increase he did not consider the reduction of expenses through the discharging of men and the inauguration of one-man car service to be fair. Taylor, attorney for the company, ended the testimony by saying, "This company is a sick man. The decrease in business, due to the increasing use of motor cars, depression in the Joplin mining district and other factors, means that the company must shut up shop and quit business unless it can obtain some relief." When Taylor had finished, the company requested the court to find its decision before payday, August 20 and the hearing was terminated.¹¹⁶

The company was authorized August 19 to reduce the minimum wage from forty-five to forty cents and the maximum

¹¹⁵ Ibid., August 11, 1921.

¹¹⁶ Ibid., August 12, 1921.

wage from fifty-five to fifty cents, retroactive to August

1.¹¹⁷

The J.&P. announced August 23 that it would cease to issue commutation books and books of tickets for school children, previously sold to the purchaser at a small saving. It was also announced that in order to cut expenses one-man cars would be placed on the Scammon-Mineral line and on the Pittsburgh cross-town.¹¹⁸

A new rate of three and six-tenths cents granted by the I.C.C. was to have gone into operation August 24, but at the last moment the I.C.C. wired the J.&P. that it was not satisfied with the tariff schedule sent by the company and demanded that the rate not be invoked until ordered by the Commission.¹¹⁹ This order was received by the company

September 15, and the rates were made effective September 17, 1921.¹²⁰ On the latter date the J.&P. opened the Lincoln Park line to regular service for the first time since its completion in April, 1915.¹²¹ The line was put on a daily schedule in the hope that traffic to the Normal as well as the park would increase the city revenue.¹²²

The company embarked on a new policy when a series of

¹¹⁷ Ibid., August 19, 1921.

¹¹⁸ Ibid., August 23, 1921.

¹¹⁹ Ibid., August 24, 1921.

¹²⁰ Ibid., September 15, 1921.

¹²¹ Ibid., September 17, 1921.

robberies late in 1921 caused it to request that all motormen of J.&P. be specially commissioned deputy sheriffs. The step was not considered necessary by law officers until one of the J.&P. cars was twice held up at the same stop within a short time. This changed the law officials' minds. By arrangements made through the company and Sheriff Milt Gould, all motormen became deputies December 21.¹²²

Early in 1922 the J.&P. made another move to increase its revenue by the building a switch to connect with the Missouri Pacific lines at Eleventh Street and North Broadway.¹²³

The company again had trouble with the jitneys in June. For some time the City Commission had received complaints that the service rendered by the J.&P. was not adequate for the city, and on June 30 the Commission revised the jitney ordinance, allowing the jitneys a freer hand in the city's transportation business. The new ordinance effective July 1 required no indemnity insurance. The men were no longer required to give ten hours service per day, and the license fee was cut from \$25 to \$10.¹²⁴

In July, the company signed contracts with the trainmen, shopmen, and barnmen, but these contracts were for only one year. Previous contracts had been made for at least

¹²² Ibid., December 21, 1921.

¹²³ Ibid., April 22, 1922.

¹²⁴ Ibid., June 30, 1922.

three years. Under the new contracts wages remained the same but there were some changes made in working conditions, and an attempt was made at clearer interpretation of several contract clauses.¹²⁵

In September, it appeared that the J.&P. might soon have a new and paying extension. A tentative agreement was made with Columbus whereby \$20,000 in bonds would be granted the J.&P. in partial payment for a Columbus-Picher line. Such a line, it was estimated, would increase the J.&P. payroll \$85,000 a year and enlarge the company's service territory from a population of 197,000 to 250,000.¹²⁶

Columbus was to have voted the bonds in September, but the city officials postponed the election until the first week of October and this delay permitted the entrance of a third party, the Northeastern Oklahoma Electric Company. When the officials of the N.O.E. learned that the bond election had been postponed, they immediately commenced a survey of the territory between their northern terminal, the Lucky Jew Mine, and Columbus, a distance of ten miles.¹²⁷

On bond election day October 6, citizens of Columbus found copies of the Miami, Oklahoma, newspaper on their front door steps, and each copy contained a blue-penciled story telling that the N.O.E. had commenced construction

¹²⁵ Ibid., July 26, 1922.

¹²⁶ Ibid., September 5, 1922.

¹²⁷ Ibid., October 3, 1922.

of a line from the Lucky Jew to Columbus on the day preceeding. Columbus citizens on their way to the polls were stopped by dodgers who wanted to know why Columbus should vote \$20,000 to the J.&P. for a line that the N.O.E. had already commenced to build. By the vote, however, the bond issue carried 846 to 59.¹²⁸

The entire Columbus-Picher situation looked good for the company, and on October 25, Bruce Cameron, vice president and general manager of the J.&P., announced that most of the right-of-way had been obtained and that the company was in the act of procuring the needed physical properties to construct the line.¹²⁹ For reasons known only to the J.&P. officials, however, the extension was not constructed, and the N.O.E. received the trade of the area.¹³⁰

In January, 1923, Cherokee passed an ordinance which in a sense forecast the coming policy of the J.&P.--more freight and fewer passengers. Sections 1 and 2 of the ordinance follow:

Section 1. That the Joplin & Pittsburg Railway Company be, and it is hereby granted, authorized and permitted the right to construct, operate and maintain a switch track from the present terminus or end on Vine Street south of said Vine Street to the city limits, or the right to extend south a switch track from its present terminus on the east twenty feet of Vine Street to the

¹²⁸ Ibid., October 7, 1922.

¹²⁹ Ibid., October 25, 1922.

¹³⁰ It is alleged by former employees of the company that the Oklahoma company "purchased" the J.&P. interests, and that the Columbus affair was kept very quiet.

city limits, with the right to maintain and use the same for freight during the continuance of the present franchise granted to the said Joplin & Pittsburg Railway Company.

Section 2. That Ordinance numbered One Hundred Two (102) passed and approved January 12, 1909, be amended giving to said Joplin & Pittsburg Railway Company (grantee) the right to haul freight cars on and over Magnolia and Vine Streets of said city.¹³¹

In March the company was vindicated in its stand on the 1920 back-wage controversy which had been taken to the courts by employees. It was announced March 6 that the United States Circuit Court of Appeals in St. Louis had denied the right of J.&P. employees to back wages under the wage increase of 1920. The decision saved the company approximately \$9,000.¹³² The company was also saved any further grief from the suit by the employees' decision not to carry the case to the United States Supreme Court.¹³³

One month later, however, the company found itself before the Public Utilities Commission to defend its right to the rate increase granted in September, 1921. Patrons of the line, represented by Ed. J. Manning, were demanding a rate reduction.¹³⁴

Testimony at the hearing revealed that passenger revenue had decreased \$119,376.26 from 1921 to 1922. A. M. Corp,

¹³¹ Cherokee Sentinel, January 5, 1923; Cherokee Ordinance, No. 159, Fenimore, Collection.

¹³² Headlight, March 6, 1923.

¹³³ Ibid. June 6, 1923.

¹³⁴ Ibid., April 12, 1923.

accountant for the Commission, showed that the company operated at a \$7,590.58 loss in 1922 and a \$9,151.34 loss in 1921. Additional testimony showed that the operating expense for the company in 1921 was \$546,500.21 as compared with the operating expense of \$474,977.54 in 1922. It was shown that taxes had been reduced from \$82,996.45 in 1921 to \$64,087.02 in 1922. Freight had increased from \$88,899.34 in 1921 to \$128,352.88 in 1922. Passenger revenue had gone the opposite direction, 1921 showing \$672,936.12, as compared with \$553,559.86 for 1922.¹³⁵ At the end of one day's hearing the Commission adjourned and returned to Topeka.

The Commission's decision was announced by the J.&P. on June 6. The maximum rate was not changed by the Commission but the minimum rate was reduced from twelve to five cents. The saving from this cut was greatest in the rural areas whence the protest had come.¹³⁶

With the rate cut in operation, the J.&P. decided to declare war on the jitneys again. John Fenimore and John P. Curran, declaring that the J.&P. had lost \$78,000 in 1922, went before the City Commission on June 13 and requested an ordinance to exclude jitneys from all streets traversed by the company's cars. The ordinance was granted and was extended to cover the interurban jitneys running from Pittsburg

¹³⁵Ibid.

¹³⁶Ibid., June 6, 1923.

to Fort Scott, Frontenac, and Arma.¹³⁷ *the end of the trouble.*

In the next month, the J.&P. renewed contracts in all of its departments. These contracts were for only one year, as were the contracts of 1922, and no changes were made in either the wage scales or the working conditions. Cameron commented that, "While business is not so good as could be desired our policy is not one of wage reduction."¹³⁸

In August the City Commission demanded that the J.&P. repair the paving along its trolley lines. This same demand had been made in July, and at that time the company had promised to budget the work over a period of several months. No action had been taken.¹³⁹ *capacity had been made assistant*

general By September 27 no action had yet been taken by the company, and the City Commission had City Attorney C. O. Pingry notify the company that the streets were to be repaired immediately. If they were not, the city was prepared to have the work done and charged to the company.¹⁴⁰ Cameron sent the company's answer to Mayor Montee October 1. He assured the mayor that men would be at work on the first day that it did not rain.¹⁴¹ *the* October 19, thirty-two men appeared on Broadway and started to work on the J.&P. trolley

¹³⁷ *for completion of the work.*
Ibid., June 14, 1923.

¹³⁸ Ibid., July 27, 1923.

¹³⁹ Ibid., August 2, 1923.

¹⁴⁰ Ibid., September 27, 1923.

¹⁴¹ Ibid., October 1, 1923.

sections.¹⁴² This was not, however, the end of the trouble. The company suffered another blow November 3, the Waco station, offices, and records were destroyed by fire when a coal oil stove exploded. The two story building, owned by A. Besse, was completely destroyed. The building was insured, but that fact did not replace the J.&P. records, offices and station room.¹⁴³

The J.&P. started the year 1924 by receiving another blow, the resignation of Assistant General Manager J. A. Fenimore. Fenimore had gone to work for the J.&P. in 1902 as a carman, had been made claim agent three years later, and after a short period in this capacity had been made assistant general manager.¹⁴⁴

Two days after Fenimore's resignation, Heim received a letter from City Attorney Pingry telling him that the streets were so bad that there were possibly "5000 places the city could be sued for," and that the work might be finished by 1930 at the present rate. He also demanded that Heim meet the City Commission before February 1 or forfeit the company's freight franchise with the city.¹⁴⁵ Heim did meet the Commission before the deadline and arrangements were made for the completion of the work.

¹⁴²Ibid., October 19, 1923.

¹⁴³Ibid., November 5, 1923.

¹⁴⁴Ibid., January 8, 1924.

¹⁴⁵Ibid., January 10, 1924.

To add to the compounded troubles of the J.&P. at this time, J. M. Whitesell received a \$15,000 judgment against the company. He had been injured in the collision of a Frontenac and Girard car February 15, 1921. This judgment, the largest damage finding in the history of the Thirty-Eighth Judicial District at that time, was the outcome of several hearings. The first of these was in March, 1922, when the jury was unable to come to a conclusion on the \$50,000 claim asked. The second case was tried in May, 1922, and the jury awarded Whitesell \$22,500, which he refused, declaring that he would appeal the case. The decision of the third and the final hearing was given January 12, 1924 and awarded him \$15,000.¹⁴⁶

Matters grew progressively worse until an announcement, February 29, 1924, made patrons of the line indulge in a bit of retrospection. They remembered the strikes of 1911, 1912, 1914, 1917, 1918, and 1919. They remembered Taylor's declaration in August, 1920, that to grant a wage increase would mean the death of the company. They remembered that the wage increase had been granted. It was also remembered that Taylor in August, 1921, had declared, "The company must shut up shop and quit business unless it can obtain some relief." It now seemed that Taylor had been correct. The announcement declared the J.&P. to be in receivership.¹⁴⁷

¹⁴⁶ Ibid., January 12, 1924. Whitesell claimed that he was permanently disabled by a blow received on his back. When the final judgment came, he was in California "recuperating."

¹⁴⁷ Ibid., February 29, 1924.

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Local No. 497, brought the company before the State Industrial Court in an attempt to compel the company to pay that all cars be either one-man or two-man cars. The company's practice of paying the company's practice of paying

CHAPTER IV

FROM RECEIVERSHIP TO FORECLOSURE, 1924-1929

In the latter part of 1923 the J.&P. had been forced to cut its rates, and the company had suffered a severe loss through the burning of its station and offices at Waco. The company had commenced 1924 with the loss of Assistant General Manager John Fenimore, with a threat by the City Commission to revoke its freight franchise, and with payment of \$15,000 in damages to J. M. Whitesell. The J.&P. had been on unsteady ground for at least six years before this. In February, 1924, when its power bill from the Kansas Gas and Electric Company fell due, the company declared itself unable to pay. The K.G.&E. requested the Federal District Court in Kansas City, Missouri, to take action and on February 29, 1924, Judge A. S. Van Valkenburg named Colonel K. D. Klemm as receiver of the J.&P. Bruce Cameron, formerly vice president of the company, was named as the receiver's general manager.¹

The company declared that receivership would be a temporary arrangement, but in March the company again had trouble with its labor. Members of the Carmen's Union,

¹Headlight, February 29, 1924.

Local No. 497, brought the company before the State Industrial Court in an attempt to obtain a ruling that all cars be either one-man or two-man cars. The company's practice of paying the operator of a one-man car more than the individual crew members of a two-man car had brought about this action.²

Two days after the hearing, Judges John H. Crawford, Henderson Martin, and Joseph Taggart handed down a decision in favor of the company declaring it "unwise to make any changes in the present operation plans."³ Thus, a possible strike was averted at a crucial moment.

From May until September the J.&P. struggled to throw off the yoke of receivership. On May 3, David McGuire was appointed freight agent for the company and thus inherited the task of attempting to increase the company's income from that service.⁴ In the interest of greater passenger revenue, the company inaugurated special Saturday and Sunday rates on some of its lines. One could make a round trip to Spring River for fifty cents, and \$1 paid for a trip to Joplin and back. In addition, schedules to Joplin were changed so "air line" cars might meet scheduled runs from Joplin to the Ozarks and other points of interest.⁵ To stimulate business, the J.&P. also offered a round trip on all lines for the price

²Ibid., March 25, 1924.

³Ibid., March 27, 1924.

⁴Ibid., May 3, 1924.

⁵Ibid., May 28, 1924.

of a one way fare to all attending monthly Dollar Day sales in Pittsburg.⁶

The company's struggle was futile. A second receivership was declared by Judge Van Valkenburg September 18, 1924, with M. H. MacLean named as successor to Colonel Klemm. This receivership was requested by the Harris Trust & Savings Bank of Chicago and the St. Louis Union Trust Company, trustees under a \$1,500,000 mortgage on the property. The company's failure to pay interest on the bonds caused the trustees to request receivership. MacLean, the new receiver, stated that the company could not avoid foreclosure and summed up the entire situation by saying:

The failure of the J.&P. to meet its expenses is significant of the condition of electric railway lines all over the country. All lines are hit by economic changes. The local company is particularly hit by decreased production of zinc in territory adjacent to its lines, the conditions in the coal mining field and the decrease in the passenger service with the advent of the hard road, motor cars and inter-urban buses.⁷

Under new management it was apparent that the J.&P. could fare no better, and in October it was announced that service would be curtailed on the Joplin "air line," the Scammon-Mineral line, and the Cherokee line. In the face of protests from the public, Bruce Cameron explained the move by saying that it was "in the interest of economy" that such reduced

⁶Ibid., June 20, 1924.

⁷Ibid., September 18, 1924.

¹⁰Ibid., March 14, 1923. The sale was never confirmed.

service was necessary. The changes were made effective ^{rate}
October 16.⁸ ^{from Joplin, Mulberry, Fort Scott, and Parsons.} 11

From the reduction of service in October, 1924, until
January, 1925, the company attempted to regain its balance,
but to no avail. On January 30, Judge Van Valkenburg de-
clared that the road would be sold in the near future at
public auction. A minimum price of \$350,000 was set.⁹

On March 14, the sale was held at the J.&P. offices on
East Twentieth Street under the supervision of Special Master
E. W. Fuqua. Under a special court order, which required all
bidders to deposit a certified check for \$25,000 with the
special master twenty-four hours before the sale, only the
representatives of the bondholders were qualified to bid.
M. H. MacLean bid the line in for the minimum price of
\$350,000 and declared that he represented himself, Chester
Corey, of Chicago, and the bondholders' protective committee
composed of: John R. Macomber, of Boston, and John Esmond,
B. C. Lingle, Chester Corey, and John Senior, all of Chicago.
It was impossible for this group to assume responsibility
for the road at that time, however, as it was necessary for
the Court to confirm the sale. Because of this latter stip-
ulation, the road was left in the hands of the company,
pending a notice of confirmation from the Court.¹⁰

⁸ Ibid., October 14, 1924.

⁹ Ibid., January 30, 1925.

¹⁰ Ibid., March 14, 1925. The sale was never confirmed.

In May, four bus lines applied for licenses to operate into Pittsburg from Joplin, Mulberry, Fort Scott, and Parsons.¹¹ Several Pittsburgers, including Mayor C. M. Montee and Bruce Cameron, attended the application hearings in Parsons and protested the granting of licenses.¹² On the 16th it was announced that the State Public Service Commission had granted a license to only one of the companies, the Parsons-Pittsburg Bus Company of Parsons.¹³ Thus, the J.&P. was not forced to compete with a bus line paralleling one of its lines.

In the summer of 1925, the J.&P. attempted to rejuvenate its Pittsburg properties. Rail joints were re-spiked, giving a smoother running surface, and pavement repairs were made along all the city lines. These repairs were made partly from necessity and partly in an attempt to renew Pittsburg's confidence in the line.¹⁴ An article which appeared in the Headlight about this time, however, forecast the futility of any future for the electric railways in Kansas. This article commented on the shrinkage of more than \$2,250,000 in the valuation of electric railways in Kansas for the year 1924. The J.&P. was quoted as dropping from \$1,447,394 in 1924

¹¹Ibid., May 21, 1925.

¹²Ibid., May 22, 1925.

¹³Ibid., June 16, 1925.

¹⁴Ibid., June 16, 1925.

to \$1,033,413 in 1925.¹⁵

September brought back-tax trouble to the J.&P. Tax rolls showed that the company owed Crawford County \$86,104.29 in unpaid taxes for 1923 and 1924; Cherokee claimed \$28,625.22 and Jasper claimed about \$16,000. The three counties had negotiated with the company but were refused more than fifty cents on the dollar. Stating that they could not change the valuation and that the compromise was too low to be considered, the counties filed suit in the Federal District Court in Kansas City, Missouri.¹⁶

On October 19 notice was received that the hearing was on the docket of the District Court and would take place on the 24th of October. In the notice Judge Van Valkenburg, referring to the receivers of the line, quoted the Court as "understanding that these parties are very much discouraged over the prospects of the road, the patronage having fallen off to such extent that it is not paying operating expenses."¹⁷

The hearing was held as scheduled, and in the decision Judge Van Valkenburg held that the assessment against the J.&P. in 1923 and 1924 was "arbitrarily levied, excessive and confiscatory." Because of this, he cut the taxes about fifty per cent. Crawford County was awarded \$39,803.83, plus \$1,400 in special improvement tax. Jasper County's

¹⁵ Ibid., June 19, 1925.

¹⁶ Ibid., September 29, 1925.

¹⁷ Ibid., October 20, 1925.

claim was settled for \$11,000. Crawford County representatives, W. H. Van Hoozer, Ben Morgan, Oscar Ward, C. S. Denison, and John Kirkpatrick readily accepted the judgment, as did Hugh Dabbs and W. F. Shuck, representatives from Jasper County.¹⁸ Cherokee County's representatives, A. F. Williams and Don Elleman, however, refused to accept the Court's judgment of \$11,000, and stated that their case would be placed before the Circuit Court of Appeals.¹⁹ Another loss was sustained in November when the Franklin station and confectionery burned to the ground.²⁰

In January, 1926, the Cherokee tax suit, "came home to roost." In the Court of Appeals, Cherokee County, represented by Don Elleman and A. L. Williams, was awarded the full amount of back taxes owed her by the J.&P. It was announced that the full amount would run between \$50,000 and \$60,000 for the years 1923, 1924, and 1925.²¹

With the freight revenue much in advance of the passenger revenue, the J.&P. contracted in February to construct a freight spur from its line on West Fourth Street to the Lone Star Coal Company lands one and one-half miles west of Pittsburg. All right-of-way problems were taken care of by J. J. Nesch and R. G. Nesch of the Lone Star Company, and when approval of the contract was received from the company's

¹⁹ Ibid., October 28, 1925.

²⁰ Ibid., November 17, 1925.

²¹ Ibid., January 23, 1926.

receivers the work was commenced.²²

In April, Judge Van Valkenburg named the engineering firm of Buchanan & Layng of New York City as general manager for the J.&P. This appointment was made at the request of the bondholders' protective committee, who desired to see the line operated more efficiently, and under the supervision of experts. John Layng, who came to Pittsburg as general manager, stated that the committee planned to acquire new capital and local support. If this could be accomplished the operation of the line could be put on a profitable basis.²³

Five days after Layng became general manager, the company received notice that it was to be sued for \$75,000, an amount which might quickly end its life. The suit was being filed by the father of Raymond Briscoe, a five-year-old Arma boy who had lost a leg under a J.&P. car December 13, 1925.²⁴

Fortune smiled in June, however, and the J.&P. was notified that its assessment in Crawford County of \$713,329 for 1925 had been reduced to \$442,504 for 1926. No special reason for the reduction was given by the state tax commission but by the company it was considered as something of a boon.²⁵

Taking heart because of the tax reduction, the company

²²Ibid., February 8, 1926.

²³Ibid., April 9, 1926.

²⁴Ibid., April 14, 1926.

²⁵Ibid., June 10, 1926.

applied to the State Public Service Commission for permission to cut J.&P. rates. A tariff calling for a five-cent rate instead of a ten-cent rate between towns less than three miles apart was submitted with the application. If such a rate were permitted, the company contemplated an increase in passenger travel.²⁶

Another bid for passenger travel was made late in July, when the J.&P. announced that patrons of the Mulberry and Girard lines running into Pittsburg might ride for half-fare on Saturday and Sunday.²⁷ The same service had been extended on two other lines in 1924.

A month later, John Layng announced the appointment of J. A. Fenimore as assistant general manager. Fenimore, who had approximately twenty years' service with the line, had resigned from the same position about a month before Judge Van Valkenburg placed the line in receivership on February 29, 1924.²⁸

In September, the company once again made a bid for more passenger patronage. It was announced by Fenimore that all lines would carry thirty-minute service on Saturdays. It was also announced that the fare between all towns less than three miles apart would be dropped to five cents September 18 and that the company had applied for permission

²⁶Ibid., June 16, 1926.

²⁷Ibid., July 30, 1926.

²⁸Ibid., August 31, 1926.

from the I.C.C. to sell \$5.00 books of tickets at a ten per cent discount.²⁹ Permission for the latter was granted on October 4, and the sale of books commenced the next day.³⁰

The company's attempts at increasing passenger service appeared to have been futile, for in November the Public Service Commission was requested to give the J.&P. permission to take up two of its lines. In Crawford County the company desired to take up the Franklin-Girard line which passed through Edson, Washer, and Camp 51; in Cherokee County it wished to discontinue the Scammon-Mineral line, which passed through Carona and Roseland.³¹

Freight, however, was becoming more of an asset to the company as the passenger revenue declined, and on November 26 the company announced a new freight policy for Pittsburg. Recently installed switches were to be put in operation and a new switch was to be built at Arma to connect with the Missouri Pacific. With all switches in operation, Pittsburg would be relieved of ninety per cent of its freight traffic on Broadway. It was also stated that a new power house near Mulberry would soon be in operation to provide power much needed on the north line.³²

On November 29, the J.&P. made one of its last attempts

²⁹Ibid., September 17, 1926.

³⁰Ibid., October 4, 1926.

³¹Ibid., November 24, 1926.

³²Ibid., November 26, 1926.

to induce more people to ride its cars. The Joplin "air line" service was increased by two cars a day and "courtesy" was established as the watchword of all company employees.³³

The State Public Service Commission opened the year 1927 for the J.&P. by hearing its November 24 application for service curtailment. Sitting on January 7, Judges Frank O'Brien and J. W. Greenleaf heard the company's testimony and Cherokee County's protests. The latter feared that any track removal might lessen her chances of collecting back taxes. Will Earl, representative of Cherokee County, was assured by the judges that all J.&P. property in the state of Kansas would be subject to a first lien of Cherokee County. During the hearing, Judge Greenleaf made an enlightening statement concerning the status of electric railways in Kansas. "Interurban companies all over the state are in bad financial condition," he said, "as is shown by the fact that all but two of the companies are in the hands of receivers."³⁴ According to the Statistical Abstract of the United States for 1926, there were thirteen electric railways in the state of Kansas, running 517 miles of track.

On January 19, the J.&P. officials received the Public Service Commission's decision on the hearing. The Commission reported that the J.&P. was running the Scammon-Mineral line at a loss of approximately \$1,000 a month and ordered all

³³Ibid., November 29, 1926.

³⁴Ibid., January 7, 1927.

freight and passenger service on the line discontinued by January 24. The report contained no mention of the Franklin-Girard line.³⁵

Another court decree aimed at the J.&P. was not so well received. On February 1, Judge D. H. Woolley's Number One Division of the Federal District Court awarded Raymond the Briscoe \$7,770 for the loss of one leg, approximately the amount the Scammon-Mineral line would have cost the company if it had continued in operation an additional eight months.³⁶

The J.&P. again resorted to feature article advertising in the Headlight on February 16. The article told the public how important the J.&P. was to the district's industrial life, reminded it of the \$22,000 monthly payroll of the company, and urged it to use the J.&P. facilities whenever possible. The closing sentence of the article carried the tone of a plea rather than an advertisement and was credited to Assistant General Manager Fenimore. It read, "The people of Pittsburg and this district will have to take a hand in the affairs of the company before the line can get going and on its feet without hobbles."³⁷

Five days after the advertisement appeared in the Headlight, Girard took a hand in the affairs of the company and legislated it off the north and east sides of the town

³⁵Ibid., June 19, 1927.

³⁶Ibid., February 1, 1927.

³⁷Ibid., February 16, 1927.

square. This was done to give Girard more parking space and to provide a clear overhead in which to construct a "White Way." A terminal was left for the company, on the southeast corner of the square.³⁸

By July the company was having no better luck with its passenger service, and another petition was filed with the Public Service Commission requesting permission to discontinue service on the Girard-Franklin line and the Cherokee-Fleming line.³⁹

In August the company found itself under attack by the City Commission. The now perennial question of paving repair was up again, and City Attorney Ben Weir was instructed, on August 4 to contact the Court having jurisdiction over the J.&P. and determine the status of the company's franchise in Pittsburgh.⁴⁰ In the days following, the J.&P. received notice from the Court that repairs were in order and on August 9, John Layng assured the City Commission that new rails would be laid and paving repaired by November 1.⁴¹

The company again appealed to the public for support and understanding in October. The Pittsburg Headlight of October 13, 1927, carried the following letter:

³⁸Ibid., February 22, 1927.

³⁹Ibid., July 23, 1927.

⁴⁰Ibid., August 5, 1927.

⁴¹Ibid., August 9, 1927.

Many users of the service inquire, "Who owns the J.&P.?" Due to the economic changes, in February 1924, the road entered into a receivership. In April 1925, the property was sold at a foreclosure sale for \$350,000, to the bondholders committee, who represent \$1,750,000 first mortgage bonds, the interest on which has not been paid since 1924. Unfortunately for the security holders, this sale cancelled \$2,500,000 second mortgage bonds, and all common and preferred stock, and has given the first mortgage bonds a problematical value.

Due to the past financial showing made by the property, it has been impossible to put in a reorganization, and the court has ruled that it was unwise for the company to be allowed to borrow money for improvements, or other corporate purposes, which means that all improvements must come from earnings, and explains why so many obvious improvements are not made.

Unpaid taxes, with penalties, in excess of \$100,000 are due to Crawford and Cherokee counties, and every effort is being made to adjust these. We wish to assure our patrons that every possible effort is being put forth by our loyal organization of employees to give the very best possible service, with what we have, and we earnestly urge you to use our service to the maximum.

Strenuous and successful efforts are being made to increase the freight business, as it is believed the freight earnings will enable us to support an up-to-date passenger service, to which this entire community is fully entitled.....

In the aggregate, there are large deposits of coal in this district, but in the future single coal operations of large magnitude probably will not be as frequent as in past years, but the J.&P. is so organized as to be able to properly serve, at a profit to mines and the J.&P., the many relatively small deposits of coal.

Since the present management took charge, more than 29,000 new ties have been put under the track. Every bridge has been rebuilt, and new steel is being laid the entire length of Broadway, in Pittsburg. We are in urgent need of new cars, which will cost in excess of \$200,000, and if the management is supported more frequently in use of the service, these will be purchased sometime in the near future.

October 24, 1927.

To put us in the position to buy these new cars, it is the object of the officials and employees to sell \$50,000 in car tickets, which will be good in payment of all fares, which will enable every user of the service to help rehabilitate their local railway system. Were it not for the assistance and help given by all city officials, county officials and our loyal employees, it would have been impossible to have continued the operation of this property.

We are now confronted with the situation where we can either have the very best railway system in this country, which will be a credit, convenience, and necessity to all the communities which we serve, or we can gradually drift toward failure.

The J.&P. is the largest single factor in this district, and we are, therefore, requesting individual expressions from all good citizens as to their recommendations as to how the J.&P. can be made to serve the district to the maximum and to meet the business needs of the district.

The officials and employees of the J.&P. believe you will be interested in our story, and in our fight to come back, and that you are interested in our obstacles, successes, setbacks, and in our future. We, therefore, again ask you for your assistance.

Yours sincerely,
John F. Layng
General Manager
John A. Fenimore
Asst. General Manager.

The local press carried a feature article designed to supplement the J.&P. letter of the previous day. Attention was called to the freight policy adopted in 1924 and the following freight car annual totals were listed: 1924, 8,282; 1926, 10,051; and an estimated 9,318 for 1927.⁴² On subsequent days the Headlight carried letters of commendation addressed to the J.&P. On October 17, the Chamber of Commerce joined the list, and on the 18th, R. M. Coffelt, President

⁴²Ibid., October 14, 1927.

of the United Trades and Labor Council and head of the Typographical Union No. 470 sent his best wishes. F. C. Werner, real estate and insurance agent, lauded the J.&P. in the October 20 edition, and A. Besse, realtor, followed on the 22nd. It seemed that Pittsburg was about to rally to the J.&P. cause. It is doubtful, however, that anyone read between the lines of a short newspaper paragraph relating that L. D. Cornelius, city engineer, had estimated from a survey that an average of 18,142 automobiles were passing Fifth and Broadway daily.⁴³

The year of 1928 opened with the J.&P. laying plans for its \$50,000 ticket sale. Dr. C. Mart Montee, appointed chairman of the drive, selected several committees and additional groundwork was done.⁴⁴ By February 2, the sale was talked about throughout Pittsburg and all readers of the Headlight had been informed that the ticket sale's success or failure would determine the success or the failure of the company to rehabilitate the line.⁴⁵ Tickets were placed on sale in eighteen retail establishments in Pittsburg and everyone was urged to buy. In spite of the apparent enthusiasm, the sale netted very little for the cause, the drive was a failure, and the company was forced to concede defeat.⁴⁶

⁴³Ibid., November 1, 1927.

⁴⁴Ibid., January 16, 1928.

⁴⁵Ibid., February 2, 1928.

⁴⁶Telephone conversation with Dr. C. M. Montee, June 24, 1948; Interview with David McGuire, J-P freight agent, and other members of the J-P office staff. The sale records are not extant.

The company continued to lose passenger business and service discontinued May 3 on the Weir spur. Cars had previously backed 800 feet down this spur into Weir from the main line, but the Public Service Commission ordered this service stopped, declaring that Weir patrons could board the cars at the main line.⁴⁷

The situation grew progressively worse until it was announced that the J.&P. would be put up for auction on December 1 with only the receivers' cash, accounts, and notes receivable exempt from the order of sale. The January, 1925, bid of the bondholders had not been confirmed by the Court at the request of the bondholders representatives.⁴⁸

On November 21 it was announced that the sale had been postponed indefinitely,⁴⁹ and on the following day M. H. MacLean stated that as a representative of the bondholders he had requested that the sale be postponed until a better price could be realized on the property.⁵⁰

In the closing weeks of 1928, the Joplin city officials turned their wrath on the J.&P., requesting the company to repair its tracks or get out of town. A concession was given with this request, however, one granting the J.&P. the right to retain a freight line to Chitwood, located

⁴⁷Headlight, May 3, 1928.

⁴⁸Ibid., October 23, 1928.

⁴⁹Ibid., November 21, 1928.

⁵⁰Ibid., November 22, 1928.

about one-quarter of a mile inside the Joplin city limits.⁵¹

The company procrastinated, and on January 10, 1929, the Joplin City Commission passed a resolution to be sent to the Missouri Public Service Commission requesting that body to force the J.&P. to discontinue all service within the city and remove all tracks. In this resolution the Chitwood concession was struck out.⁵²

On January 22, John Fenimore informed the Joplin City Officials that with the permission of the District Court he had filed an application with the Missouri Public Service Commission requesting permission to discontinue passenger service in Joplin and from Pittsburg to Joplin. Joplin, eager to rid herself of the J.&P., offered two concessions for rapid action. The city offered the J.&P. the Chitwood freight line again and also offered to make the street repairs once the lines were removed.⁵³

Three days later the J.&P. filed another application. This one was with the Kansas Public Service Commission and requested permission to discontinue passenger service on all lines except the Pittsburg city lines and the Frontenac line. It was requested that all freight lines be left in operation. Layng explained the application by saying that if passenger service could be dropped from all lines except the Pittsburg

⁵¹Ibid., December 18, 1928.

⁵²Ibid., January 10, 1929.

⁵³Ibid., January 22, 1929.

and Frontenac lines that freight income would be sufficient to pay for repairs on the remaining lines.⁵⁴

When the application for the discontinuance of service was made public, several towns served by the lines appointed committees of protest. On February 6, the Pittsburgh City Commission voted not to protest the company's move and Mayor L. M. Atkinson promised the Commission that he would request the J.&P. to repair the local lines, saying that he considered it better to get a "mouthful rather than a whole meal, since the latter was impossible."⁵⁵

The hearing on the company's application took place in Pittsburgh February 20, and nearly turned into a freight parley. Layng introduced prepared statements showing that the company had lost \$43,225.72 on the 1928 passenger business; passenger revenue was \$103,425.10, while passenger expenditures reached \$146,650.82. He declared that the Columbus line had lost \$15,082.13, the Joplin "air line" \$11,865.21, the Joplin city line \$3,288.68, the Girard line \$7,447.14, and the Mulberry line \$5,547.56. The car miles traveled for 1928 were 758,285, and said Layng, "it cost the company 'out of the pocket' 5.7 cents per mile to operate the passenger lines last year." Fenimore testified that the average number of passengers on a Columbus trip was three, on a Dunkirk and Girard trip four, and on a Mulberry trip four to six. He

⁵⁴Ibid., January 25, 1929.

⁵⁵Ibid., February 7, 1929.

also stated that there was no way to increase the passenger service.⁵⁶ The hearing was adjourned to be resumed in Topeka March 4, but at that time little was done except hear protests from the communities served by the line.⁵⁷

On March 28 the Kansas Public Service Commission approved the J.&P. request to discontinue its passenger service on all lines except the Pittsburg city and Frontenac lines, and on the following day the company drew beautiful word-pictures of the transformation to come. The company said it would pave between its tracks on West Fourth to the Frisco spur at Olive and from the Missouri Pacific line at Eleventh Street north to Nineteenth Street. It also promised to remove the "Y" at Seventh Street and the switch lying between the two tracks between Seventh and Eighth Streets.⁵⁸ Columbus, however, was not happy at the thought of having her main street used as a freight yard and demanded that the J.&P. reconstruct its line to circle the town.⁵⁹

The Missouri Public Service Commission granted the J.&P. permission to discontinue Joplin city service and Pittsburg-Joplin service on March 22.⁶⁰ This was the last authorization required by the company, and at midnight on the last day of

⁵⁶ Ibid., February 20, 1929.

⁵⁷ Ibid., March 4, 1929.

⁵⁸ Ibid., March 9, 1929.

⁵⁹ Ibid., March 11, 1929.

⁶⁰ Ibid., March 23, 1929.

March service was terminated.⁶¹

The company realized April 3 that what it had considered to be the pangs of re-birth were actually the agonizing pains of death. On this date Judge A. S. Van Valkenburg announced that the company's coup de grâce would be delivered May 14, subject to the approval of the court.⁶²

The sale was held at the J.&P. offices at Twentieth and Michigan, under the supervision of Special Master E. M. Fuqua. The Missouri Pacific bid \$30,000 for trackage running from Carona to West Mineral and then to the tipple of the Carbon Coal Company, all of which was situated in Cherokee County. Hypman & Michaels of Chicago, with Sonken & Galamba of Kansas City, entered a joint bid of \$150,000 for the entire property, with the reservation that all 1928 taxes be paid from the proceeds of the sale. These taxes amounted to approximately \$18,000. Another bid was entered by S. A. Rose of the Rose Iron & Metal Company of Pittsburg. This bid for \$65,000 was for all trackage not contained in the Pittsburg city and Frontenac lines. Rose later made his bid unconditional. The bid accepted by Special Master Fuqua was that of \$115,000 made by J. A. Fenimore, representing himself, S. A. Rose, Joe Klaner, J. J. Nesch, F. C. Werner, Harry Miller, Earl Frazee, Robert Nesch, L. G. Smaltz, T. J. McNally, and James Fenimore. Speaking for his group Fenimore stated that the line was

⁶¹Ibid., March 27, 1929.

⁶²Ibid., April 3, 1929.

purchased by the Pittsburg men to keep it from being junked. He also stated that if the sale were confirmed, all first mortgage bonds, amounting to \$1,648,000 and "long since paid for through interest," would be wiped out.⁶³ On May 28 notice was received in Pittsburg that the sale of the J.&P. to John Fenimore and his group for \$115,000 had been confirmed by the Federal District Court in St. Paul, Minnesota.⁶⁴

The J.&P. was not completely destroyed; the name still remained. This detail was taken care of when John Fenimore, J. J. Nesch, J. F. Klaner, H. M. Miller, F. C. Werner, Mercer Arnold, and S. A. Rose organized the Joplin-Pittsburg Railroad Company, capitalized at \$200,000, and received a charter from the state of Kansas.⁶⁵ The final touches were applied by Judge Van Valkenburg June 15, when he supervised the signing of all final papers and the presentation of a special master's deed to the new company.⁶⁶ The J.&P. was dead except in the memories of some who remembered it with passionate affection--and others who damned its boring day.

⁶³Ibid., May 14, 1929.

⁶⁴Ibid., May 28, 1929.

⁶⁵Ibid., June 5, 1929.

⁶⁶Ibid., June 15, 1929.

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David McGuire, freight agent for the J-P, June 24, 1948.

Dr. C. M. Montee, Pittsburg physician and mayor of Pittsburg from 1923 to 1926, June 24, 1948.

Other members of the Joplin-Pittsburg Railroad Company's office staff, June 24, 1948.

APPENDIX A

MINERS AND DAYS OF OPERATION

Year	MINERS	AV. Days Mine Operation
1890	1,437	198
1895	3,098	161
1901	5,038	239
1905	6,190	218
1910	7,456	146
1915	9,094	158
1920	6,915	205
1925	5,524	164
1930	3,753	93.7

APPENDIXES

APPENDIX A

MINERS AND DAYS OF OPERATION

YEAR	MINERS	AV. Days Mine Operation
1885	1,447	198
1890	3,098	161
1895	5,038	239
1901	6,190	212
1905	7,458	148
1910	9,094	182
1915	6,915	206
1920	5,584	164
1925	3,753	93.7

APPENDIX B

COAL TONNAGE

YEAR	CRAWFORD	CHEROKEE	STATE
1885	221,741	371,930	1,212,057
1890	900,464	724,861	2,259,922
1895	1,517,936	918,944	2,926,870
1900	2,307,130	1,547,471	4,467,870
1905	3,729,953	2,132,589	6,423,979
1910	2,986,411	1,477,529	4,921,451
1915	4,843,232	1,707,456	6,824,474
1920	4,508,747	1,090,186	5,926,408
1925	3,107,829	1,177,235	4,524,000
1930	1,634,947	539,890	2,603,156

(f) Ordinance No. 1269 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (August 19, 1914)

(g) Ordinance No. 1781 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (September 11, 1915)

(h) Ordinance No. 2173 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (January 22, 1926)

Frontenac Franchise Ordinance

(a) Ordinance No. 109 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (June 7, 1916)

Girard Franchise Ordinances

(a) Ordinance No. 89 granting franchise to Girard Coal and Electric Railway Company, which was assigned to the Joplin and Pittsburg Railway Company, its successors and assigns. (April 24, 1917)

APPENDIX C

FRANCHISES

Pittsburg Franchise Ordinances

- (a) Ordinance No. 993 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (February 5, 1909)
- (b) Ordinance No. 1072 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (February 9, 1910)
- (c) Ordinance No. 1119 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (August 18, 1910)
- (d) Ordinance No. 1271 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (December 10, 1913)
- (e) Ordinance No. 1318 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (December 10, 1913)
- (f) Ordinance No. 1389 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (August 19, 1914)
- (g) Ordinance No. 1721 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (September 11, 1918)
- (h) Ordinance No. 2173 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (January 22, 1926)

Frontenac Franchise Ordinance

- (a) Ordinance No. 109 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (June 7, 1916)

Girard Franchise Ordinances

- (a) Ordinance No. 299 granting franchise to Girard Coal Belt Electric Railway Company, which was assigned to the Joplin and Pittsburg Railway Company, its successors and assigns. (April 24, 1907)

- (b) Ordinance No. 317 granting franchise to Pittsburg and Kansas City Railway Company, which was assigned to the Joplin and Pittsburg Railway Company, its successors and assigns. (March 7, 1910)

Mulberry Franchise Ordinances

- (a) Ordinance No. 49 granting franchise to Pittsburg and Kansas City Railway Company, which was assigned to the Joplin and Pittsburg Railway Company, its successors and assigns. (July 22, 1909)
- (b) Ordinance No. 51 granting franchise to Pittsburg and Kansas City Railway Company, which was assigned to Joplin and Pittsburg Railway Company, its successors and assigns. (October 11, 1909)
- (c) Ordinance No. 52 granting franchise to Pittsburg and Kansas City Railway Company, which was assigned to Joplin and Pittsburg Railway Company, its successors and assigns. (November 15, 1909)

Cherokee Franchise Ordinances

- (a) Ordinance No. 85 granting franchise to Pittsburg Railway and Light Company, which was assigned to the Joplin and Pittsburg Railway Company, its successors and assigns. (October 5, 1906)
- (b) Ordinance No. 102 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (January 12, 1909)
- (c) Ordinance No. 144 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (May 6, 1918)
- (d) Ordinance No. 159 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (January 4, 1923)
- (e) Ordinance No. 161 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (November 5, 1923)

Weir City Franchise Ordinances

- (a) Ordinance No. 106 granting franchise to the Pittsburg Railway and Light Company, which was assigned to the Joplin and Pittsburg Railway Company, its successors and assigns. (September 5, 1905)

- (b) Ordinance No. 110 granting franchise to the Pittsburgh Railway and Light Company, which was assigned to the Joplin and Pittsburgh Railway Company, its successors and assigns. (May 25, 1906)
- (c) Ordinance No. 156 granting franchise to the Joplin and Pittsburgh Railway Company, its successors and assigns. (November 6, 1916)

Scammon Franchise Ordinances

- (a) Ordinance No. 35 granting franchise to the Pittsburgh Railway and Light Company, which was assigned to the Joplin and Pittsburgh Railway Company, its successors and assigns. (June 5, 1906)
- (b) Ordinance No. 40 granting franchise to the Pittsburgh Railway and Light Company, which was assigned to the Joplin and Pittsburgh Railway Company, its successors and assigns. (June 25, 1907)
- (c) Ordinance No. 45 granting franchise to the Pittsburgh Railway and Light Company, which was assigned to the Joplin and Pittsburgh Railway Company, its successors and assigns. (December 27, 1907)
- (d) Ordinance No. 69 granting franchise to the Joplin and Pittsburgh Railway Company, its successors and assigns. (June 3, 1913)
- (e) Ordinance No. 117 granting franchise to M. H. MacLean, Receiver of the Joplin and Pittsburgh Railway Company, its successors and assigns. (February 27, 1925)

Mineral Franchise Ordinances

- (a) Ordinance No. 31 granting franchise to Pittsburgh Railway and Light Company, which was assigned to the Joplin and Pittsburgh Railway Company, its successors and assigns. (May 12, 1907)
- (b) Ordinance No. 47 granting franchise to the Joplin and Pittsburgh Railway Company, its successors and assigns. (May 23, 1910)

Columbus Franchise Ordinances

- (a) Ordinance No. 143 granting franchise to the Pittsburgh Railway and Light Company, which was assigned to the Joplin and Pittsburgh Railway Company, its successors and assigns. (June 4, 1906)

- (b) Ordinance No. 232 granting franchise to the Joplin and Pittsburg Railway Company, its successors and assigns. (February 1, 1915)
- (c) Ordinance No. 271 granting franchise to the Pittsburg Railway and Light Company, which was assigned to the Joplin and Pittsburg Railway Company, its successors and assigns. (May 29, 1917)

1890	.....	9,897
1895	.....	10,118
1910	.....	14,755
1920	.....	15,052
1930	.....	18,142

APPENDIX D

PITTSBURG POPULATION BY CENSUS

1890	6,697
1900	10,112
1910	14,755
1920	18,052
1930	18,145

The real estate first mortgage on lot 2, block 1, in the city of Moline, Elk county, Kansas, for sale. Terms of sale will be Two Thousand Dollars (\$2,000) cash in hand at time of sale, and one year's time balance, with security to be approved by the Judge of the District court.

Sam Barratt, Receiver.

APPENDIX E

NOTICE OF AUCTION

The undersigned, Receiver of the Forest Park Electric Street Company, of Pittsburg, Kansas, will on Monday the 22nd day of January, 1894, at 2 o'clock p.m., in accordance with an order of the Judge of the District Court sitting for Crawford County, Kansas, made at the November, 1893 term of said court, sell at public auction at the south door of the City hall in Pittsburg, Kansas, upon the terms herinafter designated, all the property, rights and holding in said city of Pittsburg, of the said Forest Park Electric Street Railway Company including franchise, real estate, track, cars, poles, wires and machinery and appurtenances of all kinds, more particularly itemized and described as follows:

About two miles main track, 48 pound rails with turn out 800 feet long, connected at both ends Pine and Locust streets fully equipped with poles and trolly wire and overguard wires.
 2 eighteen feet closed cars fitted with Westinghouse 30 horsepower motors.
 One repair truck.
 One rail bond drilling machine.
 One field coal, extra.
 2 3/8 drills.
 3 track monkey wrenches.
 2 crow and claw bars.
 2 lining bars.
 1 spile maul.
 1 sledge hammer.
 1 track guage.
 10 picks and shovels.
 1 track jack.
 3 oil and dope cans.
 1 extra harp and trolly wheel.
 6 extra trolly poles.

One real estate first mortgage on lot 2, block 12, in the city of Moline, Elk county, Kansas, for \$300. Terms of sale will be Two Thousand Dollars (\$2000.00) cash in hand at time of sale, and one year's time on balance, with security to be approved by the Judge or Clerk of the District court.

Sam Barratt, Receiver.

APPENDIX F

STATISTICS ON ELECTRIC RAILWAYS OF KANSAS

	COMPANIES	MILES OF TRACK	PASSENGER CARS	TRAILER PASSENGER CARS	ELECTRIC LOCOMOTIVES	FREIGHT AND EXPRESS CARS	FREIGHT AND EXPRESS TRAILERS	SERVICE CARS	OTHER CARS
1920	14	515.05	369	45	2	17	88	26	27
1921	14	514.69	369	39	2	17	95	27	26
1922	14	514.69	382	39	2	20	118	30	14
1923	--	--	--	--	-	--	--	--	--
1924	13	519	368	26	3	46	136	43	--
1925	13	517	360	26	3	46	113	43	--
1926	13	517	360	26	3	46	113	43	--
1927	--	--	--	--	-	--	--	--	--
1928	13	517	360	26	3	46	113	43	--
1929	15	497	339	23	14	76	--	33	12
1930	15	431	268	23	14	66	29	38	--