



# The Pacific Electric MAGAZINE



ISSUED MONTHLY BY THE EMPLOYEES OF THE PACIFIC ELECTRIC RAILWAY

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## Greetings of Yuletide

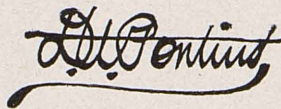
**ON BEHALF** of President Paul Shoup, myself, and the management of the Pacific Electric Railway, I offer most sincere Christmas greetings, and best wishes for a Happy and Prosperous New Year to each and every employee of the Pacific Electric Railway and its friends.

The year just closing has been to us all one of constant effort and strenuous endeavor; but these in turn have brought their reward in the knowledge to each of us of a good service well rendered.

In our steadfast co-operative labors we have strengthened the bond of unity of purpose between us, and given us a better right to the phrase "Pacific Electric Family."

Again thanking you for the splendid spirit of co-operation during the past year, and soliciting a continuance of that spirit during the New Year to the end that we may make "service" mean its full intent, I am,

Sincerely yours,



Vice President and General Manager.

# Employees Grasp Insurance Opportunity

## Eighty-nine Per Cent of Eligible Employees Subscribe For Insurance Provided Under Group Plan.

ON THE date the Magazine went to press more than 89 per cent of eligible Pacific Electric employees had subscribed for additional insurance provided in the Group Insurance Plan, preliminary announcement of which appeared in the November issue of the Magazine. Reports from San Francisco indicated that employees of the Southern Pacific Company were subscribing at a rate considerably above the required 75 per cent necessary to put the plan in operation. Employees on the Texas and Louisiana lines of the Southern Pacific, having previously subscribed on a 90 per cent basis, it now seems that the insurance plan will be effective on January 1st, next.

Throughout the system employees were quick to take advantage of the opportunity offered to give financial protection to loved ones and never has there been a proposal which met with more widespread approval. To be able to purchase insurance at 70-cents per thousand per month, with total and permanent disability clause and other desirable features, is an opportunity which seldom comes to any group of employees and the overwhelming majority of employees who subscribed for the additional insurance reflects their wisdom and appreciation.

### Company Aids

It should be understood that the low cost at which employees secure this insurance does not fully pay the premium, and in addition to giving free a \$250 and \$500 insurance policy to employees in the service six months and one year respectively, the Company assumes a portion of the premium on each \$1,000 additional insurance purchased. The low rate at which this insurance is written is due to the large volume purchased and the elimination of costly overhead expense due to the Company making one payment to cover the premium on some 90,000 employees of the Southern Pacific Company and subsidiary companies.

The effective manner in which the campaign was conducted by Pacific Electric Company, received the official commendation of James E. Kavanagh, Third

Vice President of the Metropolitan Life Insurance Company. Mr. Kavanagh characterized our handling of the issue as "the best-conducted campaign thus far had by the Metropolitan Life in any of its many previous ones with railroads and industries." Following a meeting of the general staff, at which time the many excellent features of the plan were discussed for dissemination to employees, the active campaign began on Monday, November 12th. Within only a few hours workers were delegated throughout the system, literature and application blanks distributed and active work of signing up employees begun. The insurance company detailed trained experts with company workers who explained to employees any feature of the plan upon which they de-

sired information and aided in the correct filling out of cards from which individual certificates will be issued. Hundreds of cards were filled out and received on the day the campaign began and within three days the major portion of employees had been canvassed and the issue of signing up the required 75 per cent of eligible employees definitely assured. While the task is a large undertaking, it is the intention of the insurance company to issue certificates and deliver to all employees by December 31st.

Following the campaign on Tuesday evening, November 20th, a complimentary dinner was extended the Pacific Electric general staff by Third Vice President Kavanagh of the Metropolitan Insurance Company at the Hotel Ambassador, the guests numbering 105 persons in addition to Mr. Kavanagh's staff and approximately twenty representatives of the insurance company.

Addresses were made by Mr. Kavanagh, Mr. Wilkes and Dr. Fleischer of the insurance company and responded to by Messrs. Pontius, Karr and Burnett, on behalf of Pacific Electric. Compliments of each of these gentlemen were extended to the respective companies on the organization, esprit de corps and efficiency of both. The dinner was complete in all its appointments and the entire occasion was one of a most enjoyable nature.

### Visiting Nurses

One outstanding feature of the policy is the advantages received by employees from the Visiting Nurse service conducted by the Metropolitan Company without cost to policy holders. By its provisions trained, registered nurses visit the homes of the sick upon application and aid in carrying out physician's instructions and see to it that proper conditions exist in the sick room. This nursing service is available in more than 4,000 cities of the United States and the service is continually being extended. In Southern California, Metropolitan nurses can now be secured in any of the following cities upon application to the local insurance agent: Los Angeles, Pasadena, Long Beach, Monrovia, Sawtelle, Pomona, On-

## Insurance Company Official Lauds Pacific Electric Campaign

*Commending the efficient manner in which the Group Insurance Plan campaign was handled by the Pacific Electric, the following statement was addressed to the management by James E. Kavanagh, Third Vice President of the Metropolitan Insurance Company:*

**T**HE officials and department heads of the Pacific Electric in Los Angeles gave a splendid demonstration of co-operation, enthusiasm, and capacity for getting things done during the week of November 12th.

"On three hours' notice assembly was affected at the Pacific Electric Club, where there was outlined the group life insurance plan to be made effective at the end of the year, as per the arrangement with the Metropolitan Life Insurance Company through the Chairman of the Board of the Southern Pacific, Mr. Julius Kruttschnitt.

"The plan of the insurance was explained; a suggested plan of campaign was outlined. The response was immediate and by five o'clock that afternoon hundreds of the upwards of seven thousand employees were provided with Mr. Kruttschnitt's booklet, together with application blanks to be completed by each individual. The campaign began on Tuesday, November 13th, and by Friday night practically over ninety percent of the employees had turned in applications, thus making ready for the issuance of life insurance protection for their families in an amount which will probably exceed ten million dollars with the largest life insurance company in the world.

"Judging from the enthusiasm and intelligence displayed, one would almost assume that every Division and department head in the Pacific Electric organization had at one time or other been a life insurance salesman.

"It was the best-conducted campaign thus far had by the Metropolitan Life in any of its many previous ones with railroads and traction companies. It is a splendid reflection on the whole Pacific Electric organization. It is looked upon by the Metropolitan Life as a model for future similar campaigns."

tario, Redlands, Riverside, Colton, San Bernardino, San Diego, Wilmington, Santa Monica and Santa Ana.

#### Retain Other Insurance

While under this plan employees receive protection in the event of permanently becoming unable to continue employment through accident or sickness, it is the recommendation of the management that all who can do so should retain their present insurance with other companies. At the low cost at which the Metropolitan Insurance is available to employees, provision is not made for temporary illness or accidents involving short periods of disability. Moreover, many employees have policies upon which payment has been made for years and it would be unwise to discontinue them, as to purchase at a later date additional insurance would frequently involve a higher premium than that paid when purchased at a younger age.

While booklets distributed to employees during the course of the campaign explained the essential features of the insurance plan it will not be amiss to explain more fully the "total and permanent disability" feature. By "total and permanent disability" is meant the inability of the employee, either through accident or sickness, to continue productive employment before reaching the age of sixty years. The loss of limbs and other serious physical injuries would constitute such disability, as would also contracting tuberculosis, cancer, insanity and other major diseases.

"In the event of total and permanent disability," reads official booklet describing the insurance plan, "resulting either from sickness or accident, before the insured attains the age of 60, no further premiums will be collected, but the total life insurance carried under this plan will become payable to the insured in monthly installments as follows:

Amount of Insurance	Number of Installments	Amount of Ea. Instal.
\$ 250	5	\$ 50
500	10	50.35
1500	30	51.25
2500	30	86.25
3500	30	119.60

"In the event of death of such employee during the period of total and permanent disability, the present value of any installments remaining unpaid shall be paid, in one sum, to the designated beneficiary."

From the foregoing it will be seen that the policy provides liberal protection, not only for the employee's family, but for the employee himself, in the event misfortune, from which none of us are immune, overtakes him.

Those eligible employees who have not yet signed up for the additional insurance have until December 31st to do so, after which time it cannot be obtained without medical examination. Booklets describing the entire plan are available upon application at the Bureau of News, Room 664 P. E. Building and any further information desired can be obtained by making inquiry at that office.

The following statement was issued by S. A. Bishop, General Claim Agent,

### Advises Retaining of Health and Accident Policies

**MY ATTENTION** has been called to the fact that some employees are cancelling their health, accident and life insurance, a greater number of them carrying the same with the Pacific Mutual Life Insurance Company, because of the group insurance plan that it is proposed to arrange with the Metropolitan Life Insurance Company.

"The group insurance with the Metropolitan Life Insurance Company cannot be made effective before the first of the coming year. Keep in mind the fact that the new policy with the Metropolitan Insurance Company is life insurance and that its provisions for health and accident are effective only in the case you are unable to continue productive labor, in other words, totally and permanently disabled.

"It appears to me that none of us can afford to cancel an accident or health policy simply for the reason that it has been made so easy to obtain a life policy under the group insurance plan."

**D. W. PONTIUS**  
Vice President and  
General Manager.

*concerning the advisability of employees retaining certain insurance policies they may have had previous to inauguration of the Group Insurance Plan:*

At the age of forty-eight I bought \$29,000.00 more life insurance which cost me \$34.00 a thousand per year during the balance of my life. The Managers of our Company have just now presented me with a \$500.00 policy along with a like policy to every other man who has been in the service one year or longer. This I am sure is appreciated, but the privilege of carrying \$3,000.00 more insurance at the rate of \$2.10 per month, a total cost of \$25.20 per annum is greatly appreciated. Since by comparison you will see I am taking on \$3,000.00 insurance for \$25.20, whereas I am paying \$72.00 per annum for a like amount on an individual straight life policy. This exemplifies the differences between buying insurance at retail and wholesale. While we have not been informed as to the amount yet, we know that our Company makes a contribution towards the payment of the premium on all insurance subscribed for over and above the \$500.00 policy, which it pays for in full.

The above insurance is straight life insurance and "Lest we forget" in our

enthusiasm for the privilege of obtaining this life insurance, I wish to remind all of my associates that such insurance does not in any manner cover our losses from disabilities due to minor injury or short periods of sickness. For nine years past the Pacific Mutual Insurance Company of Los Angeles has written accident and health policies for the employees of this Company, and still writes such insurance with the exclusive privilege of having the monthly premiums deducted on our pay rolls.

The Metropolitan Life Insurance Company which carries the life policies just now being subscribed for is a wonderful insurance organization, but this should not detract from the standing of our Pacific Mutual Life Insurance Company of California. This Company to my certain knowledge has dealt fairly with all of the employees who have bought its policies during the term that the Company has been working on our lines. In fact I know of many claims having been paid by this Insurance Company, giving the employee the benefit of the doubt as to liability. As you may know the President of the Pacific Mutual Insurance Company agreed that in all disputes between Pacific Electric employee policy holders and an adjuster of his Company, it shall be left for me to say whether his Company should pay the claim. I have had a number of these disputed claims to consider, and I have never yet made a recommendation which has not been followed by the Pacific Mutual Insurance Company in making the adjustment, and in a number of cases they have paid in excess of my recommendation. So that I take this occasion on my own initiative to appeal to the men on the Pacific Electric that they assume the following described attitude with regard to insurance, viz: That where one is already carrying life insurance, that he consider the insurance given by this Company and such other insurance as he may buy under the insurance plan of the Metropolitan Life Insurance Company supplementary only. In other words, that he take on this additional insurance without giving up any of his original insurance; also, that he shall maintain and carry such accident and health insurance with the Pacific Mutual Insurance Company, or any other good Company in which he has a policy, since, otherwise, he will be unprotected in the event of injury by accident or disability by sickness, unless totally and permanently disabled.

You buy life insurance for the benefit of your family and such others as may be dependent upon you. You buy a health and accident policy to protect those dependent upon you and also to protect your own interests against losses occasioned through disability by accident or sickness.

Do not permit any life insurance which you now have or may take on to interfere with your membership in the Pacific Electric Mortuary Fund, which now pays \$835 on the death of a member. This is a ready money proposition, payment being made immediately to the beneficiary, and is life insurance at cost.

# Large Fortune Involved In Wasted Pennies

Authority Shows How the Squandering of a Fortune Can be Curtailed  
by the Constant Small Savings of 6500 Employees

By GEO. H. GRACE, Chief, Efficiency Bureau.

A LARGE fortune is annually lost to the Pacific Electric through the waste, not only of materials and supplies, but through other agencies. It is quite certain that the greater part of this needless loss could be avoided if employees could be awakened to a realization of the fact that enough importance is not attached to the value of the small items. While the unit loss is comparatively low, yet on account of the large quantities involved, both as to material and employees, the aggregate value is exceedingly high.

Every employee, therefore, should study the situation insofar as he may be individually concerned and so govern his own actions that the Company's property and interests may be as carefully and considerately conserved as his own.

Consider the item of miscellaneous stationery, which costs us about \$7,000.00 per month. Fully ten to fifteen per cent of this could be saved by greater care in ordering; by keeping the on-hand supply in order and not exposed to accumulation of dust; by not using printed current forms for scratch paper. In a majority of cases lead pencils are only half used up; or they are loaned here and there and not returned, and many are lost.

A ten per cent saving in stationery represents \$700.00 per month, or \$8400.00 per year, and easily saved with a little care and forethought.

Loss and damage, freight, is an avenue of losses which should have careful consideration by all concerned.

Careless checking, improper loading and stowing, errors in billing, failure to seal cars, defective seal records, rough handling in trains; all of these contribute to a financial loss aggregating thousands of dollars annually. A substantial reduction in these losses would seem easy of accomplishment.

Careless operation is responsible for another heavy drain on the treasury. Violation of speed restrictions, following preceding car too closely, failure to make sure of proper clearance while operating in congested districts, interferences with automobiles, through not having car under proper control, rough handling of equipment, starting car before passengers are safely on and off, all result in a large expense.



Geo. H. Grace

Consider the damage to equipment alone, due to carelessness. During October, 1923, over 900 cars, freight and passenger, were reported as "Ac-

cident repairs to be made to rolling stock," the total amount involved being estimated at nearly \$7500.00. In but fourteen cases did the amount exceed \$100.00 and the great majority were less than \$10.00.

It is true many of these represent damaged car steps due to irresponsible auto drivers crowding into the car, but far too many were due to careless operation on the part of our trainmen. At the rate shown for October, we will have squandered \$90,000.00 in a year's time, entirely too much money to pay for carelessness. And these figures do not include one cent for loss of revenue, nor impaired service, account of cars tied up for repairs; nor for personal injuries, if passengers were involved in any of the accidents.

Another waste, and a serious one, is the waste of power. Power used for the propulsion of cars costs, in round numbers, about \$1,500,000 per year, and any waste at all runs into large amounts. For example, a 1 per cent waste means \$15,000.00 and 10 per cent means \$150,000.00, a fortune in the full sense of the term.

The possibility of wasted power has had our attention for a long time, and part of the waste has been checked with the use of coasting clocks. However, we are still extravagant to the extent of at least 5 per cent as evidenced by the coasting records and until the coasting percentage reaches approximately 30 per cent, we are without any doubt squandering about \$75,000.00 per year in power used but not needed.

Increased coasting on the part of those motor-men whose coasting records are far below the line average, will materially help to cut down this heavy loss.

There is also a waste of power through keeping heaters on when weather conditions do not require their use. We are now having cool mornings and evenings and this feature should be watched. Cut the heaters out when not needed during the day. And do not neglect to turn off the lights when putting cars away.

Personal injury and damage claims are wasting a lot of good money each year due to trainmen failing to turn in witness cards. Many claims have to be paid because we do not have the names of passengers on the cars or by-

## Missed Fares One of Greatest Leaks Suffered by Company

**I**N A forceful and interesting manner, Mr. Grace enumerates various instances in the accompanying article where the vigilance of employees can affect savings that reach an astounding total.

As he truthfully points out "the control of waste is not a difficult problem; it does not require any extra physical effort, nor longer hours of duty, nor any curtailment of our activities. Nothing arduous nor fatiguing; only the exercise of reasonable care and forethought in conserving the Company's interests, whose interests are our own."

Particularly striking is Mr. Grace's citation of the net loss to the Company through Conductors missing passenger fares, the importance of avoiding which will justify repetition here. Taking only the local service operated in the various cities, which total 5,000 separate car movements, and based only on a 6-cent fare, the tabulation which follows shows the loss our Company suffers on the basis of missing from one to four fares per trip:

1 fare \$ 300 per day	\$ 9,000 per mo.	\$108,000 per yr.
2 fares 600 per day	18,000 per mo.	216,000 per yr.
3 fares 900 per day	27,000 per mo.	324,000 per yr.
4 fares 1200 per day	36,000 per mo.	432,000 per yr.

standers in the street who might be able to testify as to such facts or conditions at the time of the accident as would exonerate the Company. Settlement of such cases alone represent an annual loss of \$5000.00 to \$10,000.00, which could easily be saved by the securing of witnesses.

#### Reverts to Rules

Another heavy loss results from starting cars and trains before passengers are safely on and off, heretofore referred to under careless operation. Conductors will give proceed signal without making sure that steps are clear, or motormen will start without receiving proper proceed signal.

This is flagrant carelessness and if an accident results, we pay and waste real money. No one would be thrown and injured nor the Company's money squandered if conductors and motormen will give proper care to the safety of their passengers.

Much of the foregoing relates to losses or waste due to careless operation, but there is another source of waste which should have our immediate attention, which may be termed losses due to inattention to duty.

At first thought it might appear rather difficult to fix any money value resulting from lax attention to duty, but we are convinced that a large waste is continuously going on running into many thousands of dollars annually due to conductors failing to collect all fares.

We operate daily about 7000 separate train movements, and for purposes of illustration, we shall confine our remarks to the local service in the various cities, which exceeds 5000 separate car movements or trips per day.

It is quite possible that fares missed average considerably more than one per trip and the average may be 3 or 4.

#### Losing a Fortune

The following tabulation will give some idea of the approximate losses which may accrue through missing 6-cent fares, on the basis of 5000 trips per day:

	Per Day	Per Mo.	Per Yr.
1 fare ...	\$ 300	\$ 9,000	\$108,000
2 fares ..	600	18,000	216,000
3 fares ...	900	27,000	324,000
4 fares ...	1200	36,000	432,000

This should be a matter of great concern to all conductors and should prompt them to give the strictest attention to this most important duty, collection of fares, for while the unit loss is small in the case of a single 6-cent fare, the aggregate amount is very, very large during the course of a year.

Inattention to duty on the part of motormen also may result in losses quite as severe. We refer to the passing up of passengers, not specifically where they may be waiting at scheduled stopping points, but where the intending passengers are in sight and but a short distance away hurrying to make the car; we have seen motormen many times deliberately keep going. If this happens once on every trip, the foregoing tabulation will give some idea of the possibilities of finan-

cial loss. We may contend the passenger will take the next car, but the next car may be another railway car; or a passing autoist may give him a lift; in either case, the fare is lost.

We operate the cars for the purpose of transporting people, and we fail of our purpose when we do not stop for passengers to get on or off. It would seem an easy matter for motormen to pay particular attention to this feature and to be on the lookout while approaching stops where no passengers are congregated, expecting to see an intending passenger hurrying to get on.

#### Care and Forethought

After all is said and done, the control of waste is not a difficult problem; it does not require any extra physical effort, nor longer hours of duty, nor any curtailment of our activities. Nothing arduous nor fatiguing; only the exercise of reasonable care and forethought in conserving the Company's interests, whose interests are our own.

Strong financial concerns frequently become bankrupt through losses due to inefficiency and waste; which plainly indicates how serious it is if allowed to go unchecked.

We may not realize anything dangerous in the waste of one envelope, one pencil; in a claim for a lost freight shipment, or a pilfered package; in a six-cent fare not collected or an intending passenger on the run for whom the car fails to stop; but if any considerable number of our 7000 employees are involved, here and there, daily, or weekly or even monthly, for a whole year, the aggregate value should give us something to think about.

Let us conserve the fortune now being carelessly squandered.

"It takes two to make a quarrel."

#### DANCING CLASS PROGRESSES AT P. E. CLUB QUARTERS

"Step, slide, step," is the way it is done, and as the slang expression goes, one must "watch his step" in order to perfect the modern dances which are being taught by Mrs. Mabel Rockwell at the P. E. Club.

As previously announced, the instruction in dancing is being given in conjunction with the regular Thursday night dances and is an opportunity offered exclusively to Pacific Electric employees. There is absolutely no charge, the expense being borne by the Company.

On Thursday, November 22nd, which was the third lesson of the series, there were twenty-five present, and great interest was manifested in finishing up the Fox Trot, which is the first dance being taught. The first steps in the entrancing waltz was also begun on that night.

Some of the pupils are of the old school of dancing, but fully realize the opportunity which is offered here to finish under a professional instructor. Many who were beginners the first night are now able to catch on to the swing of the Fox Trot and now stay for the regular dance. The progress being made is remarkable and from the spirit in which the pupils enter into the dance Mrs. Rockwell feels confident that some accomplished dancers will be the result of this endeavor.

Tickets for the instructions may be obtained by applying to the office headquarters of the P. E. Club, 431 South Hill.

#### Dad Under the Car

"Can I help you? I can tell you a bit about this make of car."

"Well, keep it to yourself; there are ladies present."

#### COMPARISON OF ACCIDENTS DURING OCTOBER, 1922 and 1923

	Northern Division		Southern Division		Western Division	
	1923-1922	1922-1922	1923-1922	1922-1922	1923-1922	1922-1922
Interferences with vehicles .....	186	153	154	126	315	185
Collisions and interferences with cars .....	7	8	8	11	9	7
Persons struck by cars .....	4	7	16	5	9	8
Derailments .....	12	12	28	19	16	6
On and off moving cars.....	27	21	27	18	32	38
Miscellaneous .....	25	27	43	51	52	42
Total .....	261	228	276	230	433	286
		I-33	I-46		I-147	
Interferences with vehicles .....	1922	1923				
Collisions with cars and interferences...	464	655	41.0%		Increase	
Persons struck by cars .....	26	24	7.3%		Decrease	
Derailments .....	20	29	31.0%		Increase	
On and off moving cars .....	37	56	33.0%		Increase	
Miscellaneous .....	77	86	1.0%		Increase	
Total .....	120	120	0.			
	744	970	23.0%		Increase	

#### Bus Accidents During October, 1923

Interferences with vehicles .....	43
On and off moving buses .....	2
Miscellaneous .....	9
Total .....	54

# Court Upholds Employment Policy of Company

## Non-membership in Union Can Be Made Condition of Employment, Hold Courts. Existing Fair Dealing Policy Unaffected.

*Because of the importance of this decision and its bearing upon many phases of our operations and methods, the finding of the U. S. Circuit Court of Appeals is printed in full, as follows:*

**P**LAINTEIFF in the lower court (appellee here), the Pacific Electric Railway Company, is an electric railway corporation incorporated under the laws of California, having its principal place of business in the City of Los Angeles. It is a common carrier, operating a system of urban and interurban lines of railroads in the counties of Los Angeles, Orange, Riverside, and San Bernardino, California, engaged in handling passengers and freight in both interstate and intrastate transportation.

Defendants below (appellants here) are the Brotherhood of Railroad Trainmen (hereinafter designated as B. of R. T. for brevity), the Brotherhood of Locomotive Engineers (hereinafter designated as B. of L. E. for brevity),—unincorporated associations doing business in the City of Cleveland, State of Ohio. Defendant M. E. Montgomery is a resident of San Jose, California; and defendant J. A. Farquharson is a resident of Muskogee, Oklahoma. Montgomery is Assistant Grand Chief of the B. of L. E. Farquharson is Vice-President of the B. of R. T.

The other defendants are residents of the City of Los Angeles, some of whom have been served with process and others not.

### The Defendants

The B. of R. T. and the B. of L. E. are labor organizations or societies, organized and maintained by those engaged in platform work and other railroad service in the United States and Canada. These Brotherhoods are composed of a large number of local self-governing lodges, conveniently located for their members in the various railroad towns and cities of the United States.

On July 2, 1918, plaintiff had in its employ upwards of 1500 men. During April, May, and June of 1918 many of plaintiff's employees were persuaded to join the B. of L. E. or B. of R. T., so that by July 2nd over 1200 men had become affiliated with these organizations.

For more than five years previously it had been the fixed policy of the plaintiff to prevent the unionizing of its employees and to deal with them as to all matters and things properly arising between such employer and employees only as individuals, and not collectively or through organizations.

It appears that notwithstanding such terms of employment, the defendants Montgomery and Farquharson, who were not employed by the plaintiff and therefore not parties to any actual dispute, undertook to interfere between the plaintiff and its employees, claiming that the labor organizations named were authorized to represent the employees in an alleged controversy. The moving cause of complaint of the defendants was that the plaintiff had refused to recognize the labor organizations in such controversy, and a strike of the employees ensued. Thereupon plaintiff filed a complaint in the District Court of the United States at Los Angeles, praying for a temporary injunction restraining the defen-

dants from certain acts of interference with plaintiff's business and its contractual relations with its employees. The application was heard upon the complaint, and a supporting affidavit and the temporary injunction issued. From this order an appeal was prosecuted to this court.

The facts relating to the issuance of the temporary injunction and necessary to be considered by the court in determining this question are fully stated in the opinion of Judge Ross in *Montgomery et al. vs. Pacific Electric Railway Co.*, 258 Fed. 382.

Among other questions determined was the inviolability of the contract between the plaintiff and its employees that non-membership in a union was a condition of employment, and that plaintiff, under the terms of employment, would deal with its employees as individuals only, and not collectively or through organizations.

This court affirmed the order granting the temporary injunction on May 26, 1919. On August 16, 1919, plaintiff's employees again went out on a strike.

On June 19, 1920, or nearly two years after plaintiff filed its complaint, and more than a year after the decision of this court, affirming the temporary injunction, defendants answered; and nearly two years thereafter, or in February, 1922, the case was brought to a hearing in the District Court upon an application for a final decree.

### Deny Allegations

In the course of this hearing, the B. of R. T., the B. of L. E., Montgomery, and Farquharson offered amendment to their answer denying the allegations of the complaint concerning plaintiff's fixed policy, to prevent the unionizing of plaintiff's employees, alleged as recognized and agreed to by each and every one of the plaintiff's employees, and denying that said policy was to deal with said employees as to all matters and things properly arising between said employer and employees only as individuals, and not through any organization pretending to represent them, and denying that the said defendants knew of said terms of employment.

Defendants in their

## Brief Summary of Case and Decision By U. S. Circuit Court of Appeals

**L**EGAL endorsement of the Company's policy of dealing with its employees, an aftermath of an unfortunate strike of Trainmen in August, 1918, occurred last month when the U. S. Circuit Court of Appeals sustained the decision of a lower court which upheld the legal right of the Company in its fixed policy of employment.

It will be recalled that the strike occurred due to the activities of certain outside labor union representatives who maliciously coerced and instigated employees to cease employment in a body. In the legal controversy which followed, our management contended that it was within its legal rights in dealing with employees in all matters individually, and not through outside representatives of labor organizations. Labor representatives, not in the employ of the company, attempted to take matters in hand, claiming that the union was empowered to represent employees in the alleged dispute.

In the decision handed down on November 13th, the Court held that a railway was within its legal rights in employing men only on condition that they do not belong to any union organization. The decision further held that a railway was free to make non-membership in the union a condition of employment, stating that "this is a part of the constitutional rights of personal liberty and private property." The Court also held that the Pacific Electric, having exercised its right to establish a working agreement between the Company and employees, was entitled to be protected in the enjoyment of the resulting status as in any other legal right.

The decision of the Court in this case in no wise affects the willingness of the Company at all times to meet with employees on issues concerning their work and welfare. In the words of President Paul Shoup, "employees can at any time discuss to a conclusion with the proper officers, any question of mutual interest and be assured of a square deal."

answer filed June 19, 1920, or more than a year before the trial, did not deny these allegations of the plaintiff's complaint, and under Rule 30 of the New Equity Rules of 1912 the failure of the defendants to deny such allegations was a confession that they were true. But under the rule the answer might have been amended by leave of the court or judge upon reasonable notice, so as to put the averments of the complaint in issue if justice so required.

No notice had been given of this amendment, or of an application to the court for leave to amend, and no showing was made explaining the delay in presenting such amendment, nor was there any showing made at any time that the matters alleged and set forth in the denials were true, or that justice required the allowance of such amendment. That justice did not so require was determined by the fact that while the question of a contractual relation between the plaintiff and its employees had not been denied on the original hearing, the allegations of the complaint in that respect had been treated as true upon the pleading and evidence before the court. And the question as to the legal consequences to be drawn from the admitted fact was considered and passed upon by this court upon the sufficiency of the complaint under the Act of October 15, 1914, (Clayton Act) and the cases of Hitchman Coal & Coke vs. Mitchell, 245 U. S. 229.

#### No Amendment From Decision

No application was made to this court for a rehearing upon the ground that that question was not in issue in the case. On the contrary, we find that it was one of the controlling questions discussed in the briefs. Moreover, it does not appear defendants were prejudiced by the ruling of the court, since the evidence in the record shows that plaintiff introduced evidence and proved the allegation of the complaint as though it had been in issue.

We are of the opinion that the court did not abuse its discretion in refusing the defendants leave to file the proposed amendment to its answer to renew a controversy the facts of which had already been proven and fully determined by the court.

It is contended, however, that, conceding that there were contractual relations between the plaintiff and its employees, as stated in the complaint, the contract was in violation of law under Section 679 of the Penal Code of California which provides:

"Any person or corporation within this state, or agent or officer on behalf of such person or corporation, who shall hereafter coerce or compel any person or persons to enter into an agreement, either written or verbal, not to join or become a member of any labor organization, as a condition of such person or persons securing employment or continuing in the employment of any such person or corporation, shall be guilty of a misdemeanor."

In *Coppage vs. State of Kansas*, 236 U. S. 1, 26, the Supreme Court of the United States held a similar statute in Kansas "repugnant to the 'due process' clause of the Fourteenth Amendment, and therefore void."

We are of the opinion that this decision is controlling in this case, and that the statute of the state is void.

The next question is, Was the evidence sufficient to support the decree of the District Court under Sections 6 and 20 of the Act of October 15, 1914, (38 Stats. 780) (Clayton Act) and the law as declared by the Supreme Court in a number of cases, among others *Hitchman Coal & Coke Co. vs. Mitchell*, 245 U. S. 229; *Duplex Printing Co. vs. Deering*, 254 U. S. 443; and *American Steel Foundries vs. Tri-City Central Trades Council*, 257 U. S. 184?

#### Defendants Not Employees

The defendants J. A. Farquharson and M. E. Montgomery were at the times mentioned in the complaint officers of the B. of R. T. and the B. of L. E. respectively. They did not re-

side in Los Angeles and were not employed by the plaintiff in any capacity whatever. The B. of R. T. and the B. of L. E. were also without any business relation or employment with the plaintiff.

The defendants Charles M. Herb was a switchman in the employ of the Southern Pacific Co., and Arlis N. Miller was a switchman in the employ of the Santa Fe Co., both Companies operating transcontinental steam railroads. Neither Herb nor Miller were employed by plaintiff, but both were active in the campaign for membership among plaintiff's employees and in organizing the local lodges of the B. of R. T. and B. of L. E. in Los Angeles.

Farquharson and Montgomery arrived in Los Angeles about June 21, 1918. At that time both Brotherhoods were actively engaged in a campaign for members for their respective organizations from the employees of the plaintiff. On June 25, 1918, defendants Montgomery and Farquharson, claiming to represent their respective Brotherhoods, wrote to Paul Shoup, plaintiff's President, stating that, accompanied by committees representing motormen, trainmen, and yardmen respectively, they requested a conference to discuss matters pertaining to plaintiff's employees in the classes mentioned.

On June 27, 1918, Mr. Shoup replied to the effect that no benefit could be derived from such conference for the reason that the Company did not recognize the organizations mentioned, or any other organizations in connection with its relations with its employees, which had been agreeably maintained for many years. Any such conference would, therefore, merely lead to misunderstandings. Mr. Shoup enclosed in his letter a circular which had been issued to the employees of the Company under date of June 5, 1918, stating the position of the Company.

The circular is too long to be inserted in this opinion, but it conveyed the information to the employees that the recommendations of the Railroad Wage Commission, as modified and adopted by the Director General of the Federally controlled lines had been adopted by the plaintiff as the basis of increasing its wages, effective June 1st; that the plaintiff was not a Federal line, but as the recommendations of the Wage Commission were based on living conditions throughout the country, they had been adopted by the plaintiff.

#### Wages Adjusted

The circular stated that the new rates of pay would run about 40 per cent over those in effect in December, 1915, in the large majority of cases.

The circular stated further that the plaintiff paid no dividends, and owing to jitney bus competition and development of good road transportation had not been able to earn interest on its debt. The cost of running the road, that is the operating expenses, had,

### High Average Subscribe For Group Insurance

WITH campaign practically completed at the time Magazine went to press, returns indicated that 89% of the total number of employees eligible for additional insurance had made application for same.

The tabulation below shows the percentage of subscriptions from each department:

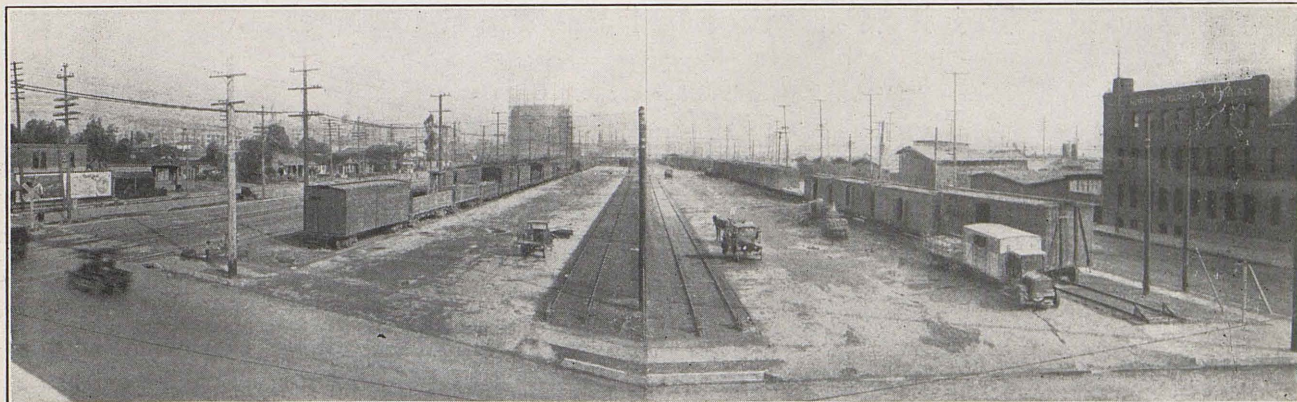
P. E. Club .....	100%
Purchasing .....	100
Legal .....	100
Treasurer .....	100
Special Agent .....	100
Freight Traffic .....	100
Passenger Traffic .....	98
Transportation .....	91
Electrical .....	90
Executive .....	90
Engineering .....	90
Stores .....	88
Claims .....	88
Land & Resort .....	82
Mechanical .....	75
Accounting .....	73
Medical .....	50
Building .....	37

Those employees who have not yet sent in application cards for additional insurance and who are eligible have only until December 31st to do so without medical examination. After that date, by the ruling of the insurance company, they will be required to pass a medical examination. Employees who become eligible at a later date are not required to pass a doctor's examination, providing insurance is applied for within thirty days after becoming eligible.

(Continued on page 13)

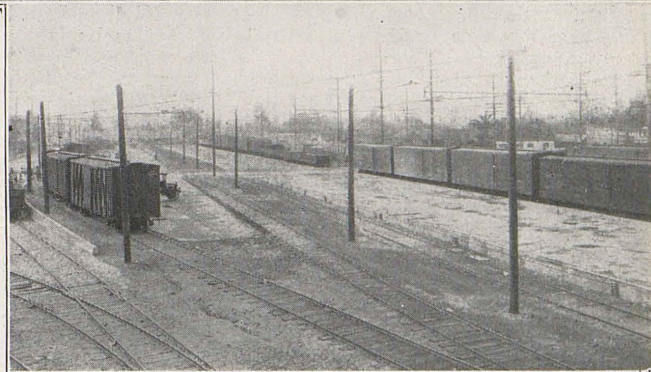


## NEW L. A. TEAM TRACKS WILL SPEED SERVICE



Elevated roadways and platforms permitting the loading of heavy commodities with ease from truck to cars, or vice versa, are among the many new features embodied in the new teamtrack layout at the Los Angeles Freight Terminal. Roadways are unusually wide and facilitate the free movement of trucks to and from this yard. Patrons have commented freely upon the convenience and facilities now afforded at this terminal.

By G. F. SQUIRES  
Assistant to Freight Traffic Manager



OUR newly constructed team track layout is an additional improvement to the Los Angeles Freight Terminal that indicates we are keeping abreast with transportation needs by supplying adequate facilities, not only sufficient for the present, but also in anticipation of the needs of the future.

By judicious expenditure in improvements of station and trackage facilities, our Los Angeles Freight Terminal today ranks as one of the leading transportation factors in the City's commercial life.

Affording the maximum convenience to the shipping public, the newly constructed team track layout, as portrayed by the accompanying pictures, marks another advance in the development of Los Angeles as a transportation center.

Our Los Angeles Freight Terminal occupies in excess of two city blocks between Seventh and Ninth Streets and is bordered on the East by Alameda and McGarry Streets and on the west by Hooper Avenue and the Los Angeles Union Terminal, which alone represents a vast industrial activity and is a modern distribution terminal known throughout the United States. The central location of the Pacific Electric Freight Station renders these splendid terminal facilities very accessible to the wholesale, retail, manufacturing and industrial districts of Los Angeles.

This location is one that is situated

in the heart of the metropolitan district of Los Angeles and is the hub from which radiates a continuous flow of merchandise of all classes for distribution to the consuming public of Los Angeles and Southern California.

The shippers and receivers of carload freight who have so far had occasion to utilize the newly completed team tracks, pronounce the added terminal improvements as being highly satisfactory and of great advantage and convenience in the handling of their business.

The team track improvements consist of four long tracks extending from Ninth Street to a point beyond Eighth Street. These are flanked by spacious paved roadways for loading and unloading carload shipments directly off or onto motor trucks and wagons. Special elevated roadways have also been provided for the handling of heavier commodities such as machinery, paper, structural steel or other commodities which shippers desire to load or unload on trucks level with the car floor.

Public loading or unloading tracks for handling carload freight shipments are provided by rail carriers for the use of shippers or consignees whose plants are not equipped with private industrial spur tracks for the forwarding or receipt of carload freight traffic, and it can readily be appreciated that a public team track favorably located is an advantage that enables the rail carrier to perform a distinctive type of freight service.

### TWO NEW AUTOMATIC POWER SUBSTATIONS PLANNED

Two additional power substations to care for increased requirements on the Long Beach, Newport, Hollywood and Glendale lines of the Pacific Electric Railway, are to be installed at an early date, according to announcement made last month by Mr. Pontius. Materials have been ordered and work will commence immediately upon delivery.

Involving a total expenditure of \$245,000, these additional power units became necessary to care for increasing traffic values. The substation for augmenting power conditions on the Hollywood and Glendale lines call for the erection of a modern building at Second and Toluca streets. Congested condition of traffic in this district, resulting in abnormal power demands, together with the early arrival of one hundred new Hollywood cars makes additional power imperative.

To provide additional power on the Long Beach and Newport lines an automatic substation will be erected at North Long Beach and is made necessary account of the rapid development of the Long Beach industrial district and Signal Hill oil fields, together with increasing passenger train movements.

During the past year our company has erected substations and added equipment at Watts, Strawberry Park, Vineland, Burbank, Ramona and Hollywood, the total expenditure during this period for increased power facilities amounting to \$800,000.

# Riverside, the Charming City 'Different'

World Renowned, Not Only for its Classic Art, but Also  
For its Parenthood of the Navel Orange.

By ROSS L. HAMMOND,  
Secretary, Riverside Chamber of Commerce.

**T**HAT THERE should be, year after year, innumerable excursionists from across the continent visiting Riverside; that they should bring thousands upon thousands scheduled to stop here on their way to the coast, implies a reason for such visitation. Riverside is the only city of Southern California given such a distinction.

It is not presumptuous to suppose that you who read will be willing to consider for a moment something concerning which others contribute generously of their time and strength and money to see.

The genius of man has co-operated so successfully with the forces of nature that there has been created of Riverside a city of wondrous beauty. It is properly designated as a "different" city, because in the construction of it there have not been followed the conventional lines.

From its earlier years there have been those who have sought to make it artistic, and in this they have succeeded to an unusual degree. Evidence of this purpose is found in the disposal of trees and shrubs; even on the business streets there are dignified palm trees with their fronded foliage attracting the eye and exciting admiration. On all the streets of the city are many varieties of trees, each street having its distinctive kind with a riot of roses everywhere. The famous Magnolia Avenue, five miles in length, margined with palms and petter and centered with parking edged with Ragged Robin roses lending their gorgeous coloring during every month of the year, is a thoroughfare of constant delight.

## Mission Architecture

Another evidence of the purpose of its builders to make the city "different" is noted in the preservation of the spiritual romances of a century and a half ago. The mission architecture abounding throughout the city reminds of the Christian conquest of California by the priests and padres in those days of the first appearance of civilization on the Pacific Coast. In the erection of homes, business houses and public buildings the mission type holds sway and the cross is used in ornamentation of street lights and in many other effective ways. Thus

the city is invested with a reverential air that moulds its character for beauty and for good.

The Glenwood Mission Inn is a caravansary so distinctive in its kind as to have long ago made it known throughout the world. It stands as proof of the truth of Emerson's declaration that whoever does something better than anybody else, though he dwell in the wilderness, the world will make a path to his door. The world has made a path to the door of the Mission Inn. No other hostelry possesses its fame; no other combines its unique attractions found in its Court of the Birds, its Court of the Bells, its patio of ferns and fountains, its subterranean grottos filled with an endless array of works of art and of curios gathered from all the corners of the earth. And with all these, a hospitality that appeals to the heart of every sojourner.

summit of Rubidoux, 800 feet above the level of the city, is a giant cross at the foot of which every Easter morn, sunrise services are held in commemoration of the world's greatest tragedy and its greatest hope; and on every Armistice Day a sunset ceremony to celebrate Victory for the world's democracy. Tens of thousands come hither to pour out their devotion to the Christian faith and to patriotism.

From the summit of Rubidoux, up which a road of easy grade winds its way, may be seen a panorama of matchless beauty. Off to the northeast stand, hoary and white much of the year, San Jacinto and San Geronio; to the north, the skyline of the San Bernardino mountains; to the northwest, Old Baldy; at the foot of the mount and covering the valley for fifty square miles, the City of Riverside is scattered like jewels on a carpet of deepest hues, for it nestles midst orange groves and flowers.

Riverside is the birthplace of the Navel orange in America. From Brazil just fifty years ago the first two navel orange trees were brought and one of these yet survives. From these all the Navel oranges of the continent have sprung. Today there are twenty orange packing houses in Riverside, and during the season now practically at its close there have been sent out to the markets of the world, three thousand carloads of Sunkist oranges and lemons.

## Industrial Growth

In a commercial way Riverside is growing at a rapid rate. In the multiplication of new homes, in the erection of business houses and public buildings, in its increase of industries it is keeping pace with all that gives Southern California such a tremendous stride. Three great transcontinental railroads lead to and from it; the Pacific Electric railway with all its suburban facilities is a transportation factor; and numerous paved highways stretch like ribbons in every direction, over which one may in two hours reach towering mountain tops or the surging sea.

Dr. Schemmerhorn, a distinguished platform orator of Detroit, uses River-

## Title Of The "Different" City Well Applied To Riverside

**F**EW cities of Southern California possess the many charms, both natural and of man's creation, as will be found in the city of Riverside, the subject of this month's feature article.

Riverside frequently is referred to as the "different" city and the aptness of this designation is immediately apparent to the visitor. Here Nature seems to have lavished freely her most artistic touches and in keeping with its natural charms early settlers further enhanced its attractiveness by distinctive architecture and the planting of trees and foliage in well planned and broad highways.

Located in the Southland's richest orange belt, Riverside holds the distinction of being the home of the parent navel orange tree. One survivor of the two original plants, which have enriched thousands of persons and from which have sprung more than 11,000 groves in California, now reposes in the beautiful grounds of the Glenwood Mission Inn.

While such beauties as Mt. Rubidoux, Glenwood Mission Inn and the famous Magnolia Avenue Drive have given the city nationwide renown, its commercial growth is keeping pace with development strides throughout the Southland. Located on three great transcontinental systems and served frequently and well by our company, Riverside has every natural advantage necessary to become one of Southern California's most thriving industrial centers.

The public parks possess an infinite charm. Adjoining Fairmount Park, there is being created a lake of fifty acres and a depth running to twelve feet. With this and Mt. Rubidoux nearby, there are both lake and mountain within the city limits. On the

## A FEW OF THE RENOWNED CHARMS OF RIVERSIDE



The beauties of Riverside, where palm-lined boulevards, mission architecture, golden orange groves and riots of foliage greet the visitor, gave to it its title, the "different city." One of the outstanding characteristics is the city's preservation of the spiritual romance of a century and a half ago, homes, business houses and public buildings being patterned along lines pioneered by the early padre and priest.

# PACIFIC ELECTRIC CLUB AFFAIRS

N. B. VICKREY, ASSOCIATE EDITOR

## EXECUTIVE COMMITTEE MEETING OF P. E. CLUB

The regular monthly meeting of the Executive Committee of the Pacific Electric Club was held in the Assembly Hall of the Club Rooms at 2:15 p. m., November 7, 1923. The following members being absent at the time the roll was called: R. L. Brainard, J. W. Poston, L. H. Covell, H. A. Wilkerson, A. E. Stowe, G. W. Potter, H. C. Bidwell, E. S. Mills, L. J. Bush, S. A. Bishop, L. A. Lovell and S. H. Anderson.

The minutes of the last meeting were read and approved. Mr. Vickrey then read the following reports concerning the funds held by him as Manager of the Club:

### Club Fund

Balance September 30, 1923..\$	887.65
Receipts .....	1,082.25
<b>Total .....</b>	<b>\$1,969.90</b>
Paid out .....	935.93

Balance October 30th, 1923...\$1,033.97

### Relief Fund

Balance September 30th, 1923..\$	196.50
Receipts .....	688.40
<b>Total .....</b>	<b>\$884.90</b>
Paid Out .....	832.40

Balance October 30, 1923 ....\$ 52.50

### Unfinished Business

Mr. Vickrey reported concerning the question of parking space in Ocean Park, stating that ample arrangements have been made.

The final arrangements are being made for the Club House at Ocean Park and as soon as the proper toilet facilities are completed they will be open to employees.

Repair work is being rapidly completed on the Trainmen's Room at Sherman and will soon be open to all employees.

### New Business

Mr. McCammond brought up the question of free admission to the Plunge and Dance Hall at Redondo Beach on Saturdays, Sundays and Holidays. He was answered by Mr. Burnett who stated that as yet no arrangements had been made. However, he referred the matter to the President, C. Thorburn, who will make a report at the next meeting.

Mr. Vickrey spoke at some length of improvements which will be made in the club rooms and stated that Hostess of the Dance on Thursday nights, Miss Mabel Rockwell, will be glad to welcome all to the benefits of her special training and will give special lessons to those who wish to perfect themselves in dancing. Free tickets may be had at the Club office which will entitle the holder to these

lessons. Class will be held each Thursday night between seven and eight o'clock in the Auditorium of the Club.

Mr. Vickrey stated that owing to the oversight of printer the list of Mortuary benefits did not appear in the Magazine. During the past month five mortuary payments, in the amount of \$825.85 each, were paid to the beneficiaries of the following deceased employees; Bert Shangle, Fred H. Coleman, High N. Richardson, Thaddeus S. Coates and Leo C. Taber.

Mr. Leo Burster, Motorman on the Western Division was appointed to take the place of Mr. J. W. Hale who has resigned as Committeeman on the Western Division.

President C. Thorburn gave a very interesting talk of his trip East which was enjoyed by all present. He drew a very careful comparison between the conditions in New York City and Chicago with the conditions in Los Angeles.

Mr. Geibel's letter concerning the changes made in the locker space at Torrance was referred to by Mr. Vickrey in reply to a question as to what had been done about them. It is stated that ample space will soon be available for all necessary lockers.

Mr. Dan Finley brought up the question of the necessity of having a doctor in camp during the time the P. E.

Camp is open which was discussed pro and con by the various members. Mr. Vickrey promised to refer the matter to Dr. Weber for his consideration and will report the decision at a later date.

## P. E. CLUB BULLETIN

**Tuesday, Dec. 11:**  
P. E. Masonic Club will meet in the Auditorium at 8:00 p. m.

**Wednesday, Dec. 12:**  
Rod and Gun Club will meet at San Bernardino.

**Thursday, Dec. 13:**  
Club dance in Auditorium at 8:30 p. m.

**Friday, Dec. 14:**  
Motion picture show in Auditorium at 7:45 p. m.  
Northern Division Safety meeting at 2:00 p. m.

**Monday, Dec. 17:**  
P. E. band rehearsal at 8:00 p. m.  
P. E. Chorus rehearsal at 8:00 p. m.

**Wednesday, Dec. 19:**  
All Divisions Trainmen's meeting at 8:00 p. m.

**Thursday, Dec. 20:**  
Club dance in Auditorium at 8:30 p. m.

**Friday, Dec. 21:**  
Motion picture show in Auditorium at 7:45 p. m.  
General Staff meeting at 10:00 a. m.

**Thursday, Dec. 27:**  
Club dance in Auditorium at 8:30 p. m.

**Friday, Dec. 28:**  
Motion picture show in Auditorium at 7:45 p. m.

**Monday, Dec. 31:**  
P. E. band rehearsal at 8:00 p. m.  
P. E. Chorus rehearsal at 8:00 p. m.

**Wednesday, Jan. 2, 1924:**  
Executive Committee meeting in Assembly Hall at 2:00 p. m.

**Thursday, Jan. 3:**  
Club dance in Auditorium at 8:30 p. m.

**Friday, Jan. 4:**  
Motion picture show in Auditorium at 7:45 p. m.  
Southern Division Safety Committee meeting at 2:00 p. m.

**Monday, Jan. 7:**  
P. E. band rehearsal at 8:00 p. m.  
P. E. Chorus rehearsal at 8:00 p. m.

**Tuesday, Jan. 8:**  
P. E. Masonic Club will meet in Auditorium at 8:00 p. m.  
Western Division Safety Committee meeting at 2:00 p. m.

**Wednesday, Jan. 9:**  
Rod and Gun Club will meet at 8:00 p. m.

**Thursday, Jan. 10:**  
Club dance in Auditorium at 8:30 p. m.

**Friday, Jan. 11:**  
Motion picture show in Auditorium at 7:45 p. m.

"It takes two to make a quarrel."

## CLUB MOVIE PROGRAM

**Friday, December 14:**  
Main feature: "The Silent Partner," a six reel picture.  
Comedies: "The Gliders," "Watch Your Wife," and "The Flirt."

**Friday, December 21:**  
Main feature: "The Marriage Makers."  
Pathe Review No. 6, and a comedy of "Paste and Paper."

**Friday, December 28:**  
Main feature: Bebe Daniels in, "Children of Jazz."  
Comedy: "The Mysterious Hatt."  
The Southern California Telephone Company will furnish an hour's entertainment with slides and explanations of some of their problems.

**Friday, January 4:**  
Main feature: "The Light That Failed."  
Comedies: "Mr. Hyppo" and "Pinched."

**Friday, January 11:**  
Main feature: Thomas Meighan in, "Woman Proof."  
Comedy: "The Spider and the Fly."

## Circuit Court Decision

(Continued from Page 8.)

therefore, an unusually close relationship to the money that was taken in, and the payroll was the largest item of operating expenses.

In the course of the circular, Mr. Shoup said:

"I deeply deplore the effort being made, originating outside this Company, to give allegiance elsewhere, and through outside and unknown channels having no relationship to our conditions, to attempt to influence our family affairs and without responsibility for results."

Mr. Shoup said further:

"There is certainly no need for any such organization on the Pacific Electric. Employees can at any time discuss to a conclusion with the proper officers, any question of mutual interest and be assured of a square deal."

The activities of the defendants continued in bringing plaintiff's employees into the organizations named, and on July 2, 1918, Montgomery and Farquharson addressed a letter to Mr. Shoup (received by him about 1:30 p.m. on that day), in which it was stated that the matter had been submitted to plaintiff's employees in the form of a strike ballot and they had by an overwhelming vote authorized Montgomery and Farquharson to advise Mr. Shoup that plaintiff's motormen, trainmen, and yardmen would be withdrawn from the service of the Company at 7:00 p.m. on July 2nd, unless the plaintiff was prepared to discontinue the policy of discrimination against its employees because of joining these organizations, and further agree to not take any action against any of them because of their activities in these organizations, and further agree to meet Montgomery and Farquharson and committee representing plaintiff's motormen, trainmen and recognize these organizations.

### President's Reply

Mr. Shoup replying to this letter, said:

"Your surprising statements will be replied to a little more fully a little later, but inasmuch as you are about to take a grave responsibility of attempting to interrupt the local transportation service, street car and inter-urban, of four Southern California counties, including passenger service in connection with shipbuilding plants, army and navy bases, aerial plants and war industries, it is proper that you should be advised that I cannot meet with your request 'to meet the undersigned and committees representing your motormen, trainmen and yardmen and recognize these organizations.' I am willing at all times to meet employees of this company in connection with questions affecting their welfare or the welfare of the company, but I cannot meet committees of your brotherhoods nor yourself in connection with such matters.

"As to your further demands, I have only to say that it is my desire that no one employed on the Pacific

Electric Railway be done any injustice. And whether or not the trade union activities of any employee will work in any way against his interest will depend upon whether or not those activities are legitimate.

"Reference has been made heretofore to cases of certain men discharged from the services of this company taken up by these men with Secretary of Labor Wilson and referred to Capt. Charles T. Connell as conciliator. You should know in this connection that Capt. Connell, who has been unavoidably away, has in response to my telegram of Saturday last, saying that I was ready to discuss each case, replied that he would meet me at 10:30 a.m., Friday, for discussion if convenient and I have replied affirmatively.

Insofar as any question of personal discrimination is a factor in this subject, are you just or courteous to Capt. Connell of the Department of Labor in your abrupt action? I can only conclude that the paramount and governing question with you is one of forcing recognition of your unions upon this company and through it upon this community."

Pursuant to defendant's threat, at 7:00 p.m. on July 2, 1918, more than 1200 of plaintiff's employees withdrew from its service and inaugurated a strike. At 9:30 on the same day the plaintiff filed the bill of complaint herein, and thereupon the District Court issued its temporary restraining order and the service of such order began.

### Restraining Order Issued

The defendant Montgomery testified that on the temporary restraining order being issued and served, strike

matters were immediately deferred until further action of the Federal Court, and that the strike was called off on July 10th. It appears, however, that while the defendants Montgomery and Farquharson made full detailed reports concerning the strike to the headquarters of their respective organizations, they did not report that the strike had been called off, or even suspended, nor was such information communicated to the local organizations of the defendant Brotherhoods, or to any of the individual members thereof. But, notwithstanding this lack of notice, a number of plaintiff's employees voluntarily returned to their work upon the service of the temporary injunction.

On July 3rd Mr. Shoup made further reply to letter of Montgomery and Farquharson of July 2nd, in which he admitted that in his statement to the motormen and conductors in the employ of the plaintiff, he had said that they had been asked by outsiders to strike, and that this statement was borne out by the fact that until defendants and others appeared, there had not been a suggestion of a strike on Pacific Electric for ten years, and that the relations of the plaintiff to its employees had been most friendly. Mr. Shoup denied explicitly the other statements in defendant's letter, concluding as follows:

"To your country and to this community you have these things to answer for:

"(1) You have on seven hours' notice because of my declination to recognize your unions declared a strike on a road which has always gotten along well with its employees and has never had a strike, you using your influence to start this strike and naming the hour without the previous knowledge of the employees.

"(2) You have done this in the face of known necessity for transportation that could not otherwise be adequately given to army post and navy base of the United States, shipbuilding plants, United States aerial plant and manufacturers of war material and to other agricultural and horticultural industries tremendously important to the welfare of this community and to the national welfare.

"(3) You have done this in the face of the President's proclamation that there shall be no strike or lockouts during the war and that workers in the exercise of the right to organize shall not use coercive measures at any time to induce persons to join their organizations or induce employers to bargain or deal therewith.

"(4) You have done this in the face of the fact that the only complaints before the management of this company from dismissed employees were in the hands of Capt. Charles T. Connell, representing the Department of Labor and you would not even await his opportunity to take action in relation thereto. And you are aware that there are no other claims or controversies or question of any other kind between employees of this company and the company. And you

### Excerpts from Circuit Courts Decision

**The fact that employment is at the will of the parties respectively does not make it one at the will of others.**

**The Court has repeatedly held that the employer is free to make non-membership in a union a condition of employment; . . . this is a part of the constitutional rights of personal liberty and private property not to be taken away even by legislation.**

**In the present case the strike was not against lower wages. Lower wages were not proposed. . . . But the persuasion was directed by the defendants (union representatives), who were neither employees nor strikers but were intruders into the controversy, and were engaged without excuse in an unlawful conspiracy and in an unlawful manner, enticing employees to leave their employment.**

know also that I had agreed to meet Capt. Connell and examine into each case. These things you have done at a time when the slogan of the country is "work or fight" and every interference with energy employed in a useful way means interference with the national program necessary to the winning of the war."

This correspondence between Mr. Shoup and defendants Montgomery and Farquharson is, in and of itself, part of the *res gestae*; and the facts recited by Mr. Shoup in his letters are either admitted or else established by clear and undisputed evidence and the legitimate inference drawn therefrom.

#### Direct Dealing Would Cease

From these facts we reach the admitted conclusion that the purpose of the defendants in persuading the plaintiff's employees to become members of the defendant Brotherhood organizations was that the organizations should be brought into an active relation between the plaintiff and its employees in all matters relating to their employment, thus bringing about a breach of contract between the plaintiff and its employees where in it had been agreed, and the agreement observed for years, that the plaintiff in all matters relating to such employees should deal directly with them and not through any union or other representative body.

Was it within the legal right of the plaintiff to insist that its employees should deal with it exclusively upon matters pertaining to such employment?

In *Hitchman Coal and Coke Co. vs. Mitchell*, 245 U. S. 229, 250, the Supreme Court had before it this identical question and it was held:

"That the plaintiff was acting within its lawful rights in employing its men only upon terms of continuing non-membership in the United Mine Workers of America is not open to question. This court repeatedly has held that the employer is as free to make non-membership in a union a condition of employment, as the working man is free to join the union, and that this is a part of the constitutional rights of personal liberty and private property, not to be taken away even by legislation, unless through some proper exercise of the paramount police power.

"Plaintiff, having in the exercise of its undoubted rights established a working agreement between it and its employees, with the free assent of the latter, is entitled to be protected in the enjoyment of the resulting status, as in any other legal right. That the employment was 'at will,' and terminable by either party at any time, is of no consequence. In *Truax vs. Raich*, 239, U. S. 33, 38, this court ruled upon the precise question as follows: 'It is said that the bill does not show an employment for a term, and that under an employment at will the complainant could be discharged at any time for any reason or for no reason, the motive of the employer being immaterial. The conclusion, however,

that is sought to be drawn is too broad. The fact that the employment is at the will of the parties, respectively does not make it one at the will of others. The employee has manifest interest in the freedom of the employer to exercise his judgment without illegal interference or compulsion, and, by the weight of authority, the unjustified interference of third persons is actionable although the employment is at will,' (citing many cases)."

Does Section 20 of the Clayton Act prohibit the court from issuing an injunction against the defendants in this case?

The question was before the Supreme Court in *Duplex Printing Press Co. vs. Deering*, 254 U. S. 443, 470, where the Court referred to the fact that none of the defendants in that case was then or ever had been an employee of complainant and that complainant at no time had had relations with either of the organizations they represented. Upon this lack of relation between the plaintiff and defendant the court held that the Clayton Act did not prohibit the issuing of an injunction against the defendants. The court said:

"All its provisions are subject to a general qualification respecting the nature of the controversy and the parties affected. It is to be a 'case between an employer and employees, or between employers and employees, or between employees, or between persons employed and persons seeking employment, involving, or growing out of, a dispute concerning terms or conditions of employment.'"

The right of the employee to strike does not give the outsider the right to instigate a strike. The difference is fundamental, says the Supreme Court in the *Hitchman* case.

### Being on Time

**B**EING on time is an essential to success. It is also one sure way of getting yourself liked. Nobody wants to wait. If you make others wait on you, you are making a nuisance of yourself. Only one thing is better than being on time and that is being about five minutes ahead of time. This is a matter of habit. You can get into the way of always being punctual. All you need to do is to think more about other people and less about yourself. Being late is a form of egotism. For your own laziness or convenience you are willing to put other people out. No matter how many apologies you make, this is what is the matter with you, and they resent it. Every business organization is as nicely geared as a piece of machinery. When you are behind time you are disarranging the whole works.—Exchange.

In *American Steel Foundries vs. Tri-City Central Trades Council*, 257 U. S. 284, the Supreme Court had before it the prohibitions of Section 20 of the Clayton Act forbidding an injunction against:

First, recommending, advising or persuading others by peaceful means to cease employment and labor;

Second, attending at any place where such person or persons may lawfully be for the purpose of peacefully obtaining or communicating information, or peacefully persuading any person to work or to abstain from working;

Third, peacefully assembling in a lawful manner and for lawful purposes.

The court held that if, in their attempts at persuasion or communication with those whom they would enlist with them, those of the labor side adopt methods which however lawful in their announced purpose inevitably lead to intimidation and obstruction, then it is the court's duty so to limit what the propagandists do as to time, manner and place as shall prevent infractions of the law and violations of the right of the employees, and of the employer for whom they wish to work.

#### Law's Views on Picketing

That a restraining order against picketing will advise earnest advocates of labor's cause that the law does not look with favor on an enforced discussion of the merits of the issue between individuals who wish to work, and groups of those who do not, under conditions which subject the individuals who wish to work to a severe test of their nerve and physical strength and courage.

That the elements essential to sustain actions for persuading employees to leave an employer are first, the malice or absence of lawful excuse; and, second, the actual injury.

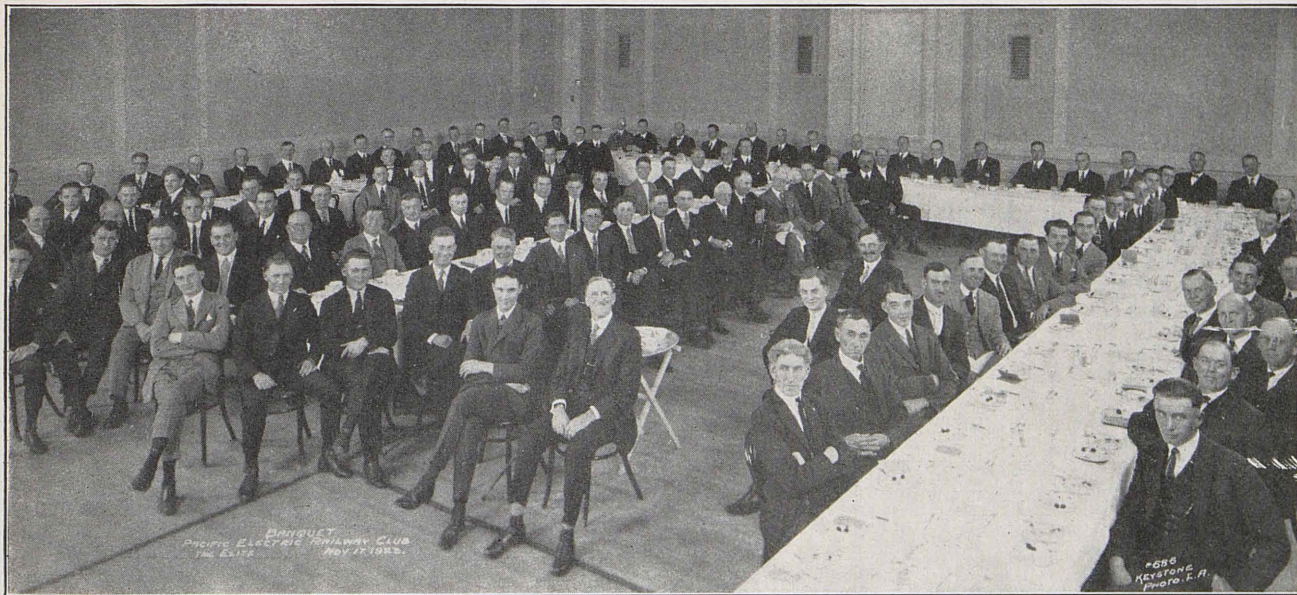
In that case the interference of the labor organization by persuasion and appeal was to induce a strike against low wages under such circumstances without lawful excuse and maliciously. In the present case the strike was not against lower wages. Lower wages were not proposed. Higher wages were being introduced. But the persuasion was directed by the defendants, who were neither employees nor strikers, but were intruders into the controversy, and were engaged without excuse in an unlawful conspiracy and in an unlawful manner, enticing plaintiff's employees to leave their employment.

The activities of the defendants in promoting a strike without lawful excuse and in drawing plaintiff's employees into a controversy in which they had no substantial cause of complaint is fully disclosed in the record. These activities interrupted plaintiff's business in intrastate and interstate commerce to its irreparable damage.

We find no errors in the rulings of the court in admitting testimony during the trial of the case.

The decree of the District Court is affirmed.

# WHEN GOOD FELLOWS GET TOGETHER



Third Annual Banquet of Electrical Department employees.

**Y**EAR by year they get "better and better," reference being made to the annual banquets of Electrical Department employees, the third and most successful to date having been held on Saturday evening, Nov. 17th at the Elite Cafe on South Flower Street.

With an abundance of excellent food, supplemented by music, entertainment and after-dinner speaking, together with the pleasure of mingling in "family" fashion with fellow associates the evening proved a happy one for all of the 122 persons present. Frills were tabooed and employees and officials alike mingled in good fellowship and never was better exemplified the characteristic Pacific Electric "family" spirit. While the dinner was in progress vocal, harp and jazz music of excellent quality entertained, following which short appropriate talks were made by Messrs. Pontius, Anderson, Annable, Thorburn, Grace, Geibel, Vickrey and Smith.

Particularly interesting were the observations of Messrs. Pontius, Anderson and Thorburn while in the east recently where they attended the convention of the American Electric Railway Association. All toured extensively and made notes of electric transportation systems and returned home convinced that the Pacific Electric ranks as the leader of interurban systems of the country. Mr. Pontius stated that he had always been proud of the Pacific Electric personnel, but following his widespread tour of the east he was more certain than ever that the Pacific Electric body of employees and the system as a whole is the "finest in the country, barring none. The sincerity with which he

told it convinced all that he meant just what he said.

A pleasant surprise greeted those in attendance when the presence of Frank Richardson was discovered. In 1915 Mr. Richardson received very serious injuries in an unfortunate accident at Watts, since which time he has been a confirmed invalid. His presence on this occasion marked his first public appearance and was possible due to his improvement in health. Even his eyesight, which once was dimmed, now gives encouragement of at least partial return. He was given a rousing cheer by all in attendance.

The committee in charge of the arrangement details and to whom credit is due for the enjoyable evening was composed of J. W. Kennedy, Chairman, E. S. Mills, Vice Chairman, J. W. May, R. T. Schoenberg, E. S. Mills, A. C. Smith and E. J. Hasenyager, Ticket Committeemen. The entertainment features were supplied by the P. E. Club, Mr. Vickrey having selected the numbers and arranged for banquet quarters. Mr. J. H. Ewers proved his mettle as Toastmaster for the evening and a novel blue print menu, appropriately pen-sketched and decorated with objects familiar to Electrical Department employees, was conceived by Mr. Appel and executed by Mr. C. J. Burdick of the Engineering Department.

## That's a Woman For You

He: "Oh, darling, I shall be so miserable all the while I'm away from you."

She: "Oh, Harold, if I could be sure of that it would make me so happy."—Selected.

## P. E. MASONIC CLUB GIVES FIRST ANNUAL DINNER

Another successful and happy gathering was marked to the credit of the Pacific Electric Masonic club when the members thereof on November 6th met at the Los Angeles Masonic club rooms in the Hotel Alexandria for their First Annual Dinner. The hungry ones marched in to the tune of over a hundred.

Before Toastmaster Staddon had begun to announce the speakers, a little game was played called "Button, Button, Who Hasn't Got His Button," and because of the fact that many had overlooked this adornment which the members are supposed to wear, the treasury was swelled considerably by the fines imposed by Chief Fine Master Bishop.

Each person was asked to arise, give his name, the Department in which he worked, and the name and number of his Lodge. About thirty states were represented.

The principal speaker, Dr. Samuel E. Burke, a Past Grand Master of the Grand Lodge of California, told of early Masonic history, and the great good being done in keeping up the Masonic Home, for elderly members of the fraternity, located at Decota, near Oakland, and also the home for children at Covina. He urged members of the Order, who belonged to Lodges in other parts of the country, to get demits and line up with those in this territory.

Short interesting talks were made by Mr. Pontius, Mr. Karr, and Mr. Bishop. The Director of the Degree Team, I. J. Williams, was introduced and responded with reading.

# Careless Waybilling Causes Great Loss

## Care in Preparing and Handling Waybills Will Reduce Unnecessasy Losses Sustained by Company.

**T**HAT illegible and improperly made waybills on the part of station forces is creative of many losses in the course of a year is well known to those handling such documents.

It is readily conceded that illegible waybills breed appreciable losses which may be attributed direct to the factor commonly known as "carelessness." Illegibility in waybills or billing being made out at variance with the shipping instructions contained in the bill of lading frequently results in the shipment being transported to an erroneous destination or improper charges being assessed or other irregularities happening which become the cause of complaint by the shippers or receivers of freight and impair the standard of freight service which the railroad desires to render the public.

### Agent's Responsibility

The important duty and responsibility of seeing that correct and proper waybills are issued rests with the local freight agent, whose position is one of extreme responsibility in many ways, as in many cases he is the only authorized representative of the company in his particular locality, and very largely through his relations with the public, molds the sentiment of the community towards the railway company. One of the ways by which the desired standard of service may be maintained is by the exercise of care in the issuance of waybills covering the freight traffic forwarded from his station.

In the handling of a large volume of freight traffic, errors will sometimes creep in unless the importance of correct waybilling is fully appreciated and a system of checking waybills is followed as experience has proven the seriousness of neglecting this important phase of station work.

A very heavy loss was recently experienced due to a billing clerk inadvertently using the wrong rubber stamp in placing the refrigeration instructions on waybills covering a number of carloads of perishable traffic, with the result that the waybill carried ventilation instructions instead of having the cars under refrigeration. The contents of the cars quickly deteriorated, which caused the billing line to assume the liability for several thousands of dollars loss.

Another common cause for claims against the initial line has resulted from waybilling agents failing to observe and respect the specific routing indicated on bills of lading by shippers, causing the rail lines deprived of participating in the haul to file claims for reimbursement against the initial line responsible for the improper billing. Mistakes of this character have been numerous and has become a source of

considerable unnecessary correspondence and extra work on the part of all concerned.

### Wrong Address Results

Incorrect name or address of consignees causes improper notices of arrival being sent by destination agents and results in delay to freight equipment, loss of demurrage charges, the assessment of improper storage charges, delay in service which results in the receivers of freight displeased

## Care and Thought Will Affect Less Freight Damage Claims

*Speaking before the Pacific Coast Claim Prevention Congress at Vancouver recently, William Sproule, President of the Southern Pacific Company, emphasized the elimination of carelessness and thoughtlessness as the greatest aids to reduce damage claims. He said in part:*

**C**ARELESSNESS is largely a state of mind. When every one in the service who has anything to do with freight, whether at stations or at transfer points, or in the trains or in our yards, thinks of the care to be taken of that freight lest it be injured, and in like manner every one connected with the handling of a package from the time of its receipt until it reaches the hands of consignee, remembers that it is neither to be injured or mislaid, there will be a decided advantage both to the shippers and the railroads. All freight should be handled right side up with care.

"More than this, it will be an advantage to the men in the railroad service, for our railroad habits are just like our home habits. There are slovenly and loosely conducted homes. There are other homes that reflect everything creditable to the word 'Home.' When railroad men get away from the notion that there is anything creditable about slovenliness or careless operation in the handling of the property entrusted to us by people whose business we seek and whose business we are organized to handle, we will have made a great advance in freight claim prevention. The slovenly have no more place in our business than in the home."

because of the unsatisfactory service resulting.

Improper description of commodities or articles are frequently brought about by indefinite abbreviations or illegible writing, resulting in freight charges being improperly assessed making more work for the freight claim department and the expense of shippers in securing adjustments by claims in many instances causes a reeling of dissatisfaction.

By seeing that the bill of lading contains the required information necessary for proper billing is a function which falls within the province of the Local Freight Agent, and due care exercised in this regard will be productive of a higher standard of service and will be appreciated by shippers and carriers alike.

## PRECEDENCE GIVEN CITY'S LAW OVER STATE ACT

Conflicting city and state laws regarding motorists stopping behind street cars recently received considerable newspaper comment and resulted in the Legal Department of the Auto Club of Southern California issuing the warning to motorists that a city's ordinance superseded stipulations made by the State Vehicle Act. The statement issued by the Auto Club also warned autoists that when in doubt it would be well to stop.

Some claimed that the California Vehicle Act permits automobiles to pass a street car which is stopped for the purpose of loading or unloading passengers when it is possible to leave six feet in the clear between the side of the automobile and the steps of the street car and provided the speed does not exceed ten miles an hour.

The foregoing is the law when there is no supplementary city ordinance. Los Angeles has such an ordinance. It states that when a street car has stopped for the purpose of loading and unloading passengers, a motorist must stop ten feet behind the nearest entrance or exit until all passengers intending to do so have got on or off car. Exception is made in the congested districts between 8 a. m. and 6:15 p. m., during which time a driver is allowed to pass a street car that has stopped to load or unload passengers, provided a distance of four feet is kept in the clear between side of auto and steps of street car.

Safety zones are specifically protected by the state law and it is a violation to drive so that any part of an automobile passes through the safety zone, even though these are rarely designated by paint on the highway and regardless of whether any persons are occupying them.

"It takes two to make a quarrel."



# DO YOU WONDER THAT FREIGHT GOES ASTRAY?

**SFT-24**  
2 x 1

**PF**

**BOSTON**

**RAILROAD**

**FREIGHT WAYBILL**

DATE: 30  
WAYBILL NO.: 2096

FROM: 42628  
TO: 2096

NUMBER: 463 No Adams Mass  
Full Name of Shipper (origin and Date, Original Car, Transfer Freight Bill and Previous Waybill Reference when Rebilld)  
Pittsfield Gen Elec Co  
Bldg No 79/21/12618

TO: 499014  
STATION: Pittsfield  
STATE: Mass

ROUTING: (Show each Junction and Carrier in Route Order to Destination of Waybill. Indicate by check mark whether Shipper's or Agent's Routing.)

SHIPPER'S ADDRESS (Equal Destination and Additional Routing)  
Gen Elec Edison Co  
Pittsfield Mass

INDICATE BY SYMBOL IN COLUMN PROVIDED HOW WEIGHTS WERE OBTAINED:  
R - Railroad Scales  
W - Weighing Bureau of Agreement  
S - Scales  
M - Minimum  
C - Shipper's Agreement or Tare Weight  
E - Estimated (Weigh and Correct)

WEIGHTED  
changed to straight  
Gen Elec Edison Co  
Laguna Cal

IMPORTED Under Collection

Freight  
Advances

UD  
Description of Articles and Commodity No.  
1 Box Elec Transit  
1 Cart Bal of Shipna  
1250

Destination Agent's Freight Bill No. 2096

Shipper's Name: No Adams

ALL YARD STAMPS TO BE PLACED ON THE BACK OF THE WAYBILL IN SPACES PROVIDED

Junction Forwarding Agents will show Junction Stamps in  
1st JUNCTION 2nd JUNCTION 3rd JUNCTION

Destination Agent will Stamp Here if the Data Reported

Additional Junction Agents Stamp  
69-BOSTON AND  
RAILROAD

M. Y. C. R. R.  
MAR 2 1923  
ROTTERDAM N.Y.

3309

## IMPROVED SERVICE BEGINS ON SAN BERNARDINO LINE

Many changes designed to improve service on the San Bernardino line were made effective December 1st. Under the revised schedule new trains are added, more connections made to main line trains and the departure and arrival time changed on trains destined to various points enroute. The changes made will affect improvement in the service to every city located on or adjacent to the San Bernardino line and resulted from a recent survey to meet new conditions and travel requirements.

Prominent among the changes made is the addition of a new train for San Bernardino, Riverside, Redlands and Pomona which is scheduled to leave Los Angeles at 5:45 a. m. daily. The train formerly leaving Los Angeles for Pomona at 6:00 a. m. was discontinued in lieu of this new through train.

For the convenience of theater and week-end visitors a new train is added Saturday and Sunday evenings leaving Los Angeles at 11:15 p. m. for San Bernardino, Riverside and points enroute.

The paper train formerly leaving Los Angeles at 2:30 a. m. now leaves for San Bernardino, Riverside and Redlands at 2:00 a. m. and train heretofore leaving at 7:10 a. m. will leave at 7:20 a. m.

The revised schedule calls for a new train to leave San Bernardino at 1:20 a. m. for Pomona on Sunday and Monday mornings; connecting trains will leave Riverside at 12:47 and Redlands at 12:45 a. m.

Another inbound train is added to the Pomona service, leaving that city at 6:48 a. m. arriving Covina at 7:15 a. m. and tying in with train leaving Covina at that time.

Claremont is to be benefitted by the addition of several new local cars which will connect with main line trains. The revised schedule calls for three extra cars daily which are scheduled to leave at 8:15 a. m., 5:20 p. m. and 9:36 p. m.

## BUS LINE TO FLINTRIDGE

Operation of motor buses between Pasadena and Flintridge was begun on November 19th by the Company subject to approval of the State Railroad Commission. The line will be operated under lease from the Flintridge Motor Company.

The route extends from the Union Depot, Pasadena to School Street in Flintridge, a distance of 8.1 miles. A six, ten and fifteen cent fare is provided, with transfer privileges to existing car and bus service in Pasadena.

Three buses will be used in this service, one of which will be used for emergency.

### Ditched

Ensign: "And you said you lost control of your car?"

Chief: "Yes, I couldn't keep up the installments."

## TIMELY TOPICS FOR TRAINMEN

**A** COMMUNICATION reaches the office now and then complaining of an act of discourtesy toward a passenger," writes Geo. H. Grace, Chief, Efficiency Bureau. "Sometimes the incident is reported by a disinterested party, which, to some extent, would indicate an extremely flagrant case.

"Rule 17 of the Rules and Regulations of the Transportation Department, states that employees must bear in mind that they are engaged in a public service in which they are constantly called upon to exercise great patience, forbearance and self control.

"Politeness and courtesy are elements of character necessary to success of the service and success of the employee. Controversy and complaint are avoided by self control without which no man is master of any situation.

"Passengers, on boarding your car, become guests of the Company; paying guests, 'tis true, but entitled to that deference and consideration you would expect to extend to a guest in your home or automobile. In the latter case, you would hardly go as far as to engage in a wordy altercation over an act of rudeness on the part of your guest. **A display of temper on the part of a passenger achieves nothing if you are not a party to the argument.**

"There are many old sayings which seem to have a direct bearing on the situation; note the following:

"The least said the soonest mended."

"Silence is golden."

"A soft answer turneth away wrath."

"It must be admitted that some situations are trying, but the employee who holds his temper and maintains a polite attitude has by far the best of it. He more than retains his own self respect and also gains the approval of the other passengers.

"A well known hotel operator takes the stand that the guest is always right. We do not state nor believe the passenger is always right, but we do believe and insist that discourtesy is never right, regardless of the circumstances involved, and a strict observance of Rule 17 is necessary always."

**T**HERE has been many complaints, both by trainmen and the Mechanical Dept., regarding the condition of some of our equipment. A good deal of this, especially the passenger equipment, can be traced to the failure of some of the trainmen, either in failure to make a miscellaneous report, or in not properly signing off the car.

Remember, that when you turn your car in at the barn, the mechanics have not the same opportunity as yourself to find the trouble with the equipment. Some minor defects that a man on single inspection would not

notice, can be easily found by a trainman who walks the length of the car hundreds of times each day. If a record of these are put on a miscellaneous form and forwarded to the Superintendent, he in turn will forward to the Mechanical Department, whose mechanics can go direct to the trouble without delay of hunting it out. Motormen before signing off their car would help a great deal if they would ask their conductor for any defects they may know, so they could be put on the sign-off sheet.

Let's try this and see what the result will be.

**K**EEP your personal records clear of demerits. You may think that as long as you are successful in keeping them below the danger point through a few merits now and then, your services are satisfactory.

There may come a time, however, when after leaving the service of your own accord, you apply for re-employment. Your previous record is invariably referred to and determines whether or not you may again be employed.

A page, or half of one, showing demerits for miss-outs, smoking or reading on duty, discourtesy, careless handling of fares, etc., is sufficient indication that your duties were not taken seriously nor compliance with the rules considered necessary, and re-employment is therefore not justified.

There is a satisfaction in knowing at the close of each day's work, that your record is clear; that you have met each responsibility without a failure, and that the trust imposed in you by the Company is fully warranted and is so shown by the record.

## PACIFIC ELECTRIC CHORUS ENTERTAINS AT MAYWOOD

In response to an invitation from the Civic League of Maywood, the Pacific Electric Chorus gave a concert at that place on November 22nd.

Twenty-eight of the Chorus members were present and the appreciation of their efforts was shown by the applause of the large crowd in attendance. Tasty refreshments were provided by the ladies of Maywood.

This concert was such a success that the Director of the Chorus has received invitations from Watts and also from the Soldiers' Home at Sawtelle asking that the singers be brought to these places for concerts at near future dates.

### Some Modest

One of our "fair ones" around the office is so modest that she actually blushed when we asked her if she ever saw Oliver Twist.

"W-W-Why," she gasped, "you know I never attend those modern dances."

## WHEN SPEED FAILED SPEEDY JACK BUNTING



Fatalities, aggregating some 800 jacks, resulted when members of the P. E. Rod & Gun Club held their annual Rabbit Drive on Nov. 11th near Palmdale.

By JAKE GEOPFERT  
P. E. Rod and Gun Club

**T**HE MUCH talked of annual Rabbit Drive of the P. E. Rod and Gun Club was staged Sunday, November 11, 1923. Joyfully the "Rabbit Warriors" assembled at the P. E. Club at the early hour of 1:00 a. m., there to secure their ammunition, rent guns, identification numbers, etc.

One by one they left the Club with sealed orders, the last machine leaving Los Angeles at 2:30 a. m. Those in charge knew that there were many in line of march, but had no dreams that such a turn-out was on the move.

It was a sight, when by one's, two's and three's, they began to leave the road at the first stop at Palmdale. There were automobiles of all makes—open cars, closed cars, cars without fenders—some had horns, others had bells. And so they gathered for the first refreshments of the day, coffee, at 5:00 a. m.

### Bugle Call

It was a grand night for the drive and a beautiful morning. The sun rose

without a cloud to break its rays. After a hearty breakfast we gathered in the few of our party who had left the night before and taken bunks at the hotel in Palmdale. Orders were issued, "Follow the Leader." L. R. Spafford, having scouted the wilds a few days prior to the drive, led the caravan to the brush, the final stop being made about 25 miles beyond Palmdale, where again a few of the crowd took unto themselves more eats.

All present were lined up for final orders, but before such orders were given, a collection of 25 cents per man was made to defray incidental expenses of the drive. One hundred forty-five stood in line for this "painful extraction," using the words of our photographer, Max Schuring, and as many cheerfully dug out a quarter. Forty-five four-wheeled gas burners stood in the back ground. Talk about your Auto Show—for variety it certainly had nothing on our display.

The hunt is on with B. F. Manley, Captain of the first section and L. R.

Spafford, Captain of the second. The crescents were spread seven miles apart, each crescent having about 70 gunners and stretching about two miles from tip to tip. At 9:00 a. m. the forward orders came down the line, and simultaneously the noise began. Wild and woolly were some of the shooters; likewise, wild and woolly were the jacks. Many of them kissed us good-bye after accepting five and six shots—many of them got five and six shots where one would have done the business. But all in all, we gave them a fair chance, which is a game each good sportsman should play.

### No Casualties

It was a long tramp before our crescents met, and heavy was our load before we crossed the first road. All rabbits were dropped at passable roads so that they could be picked up by the truck donated us by Harmon & Schlagel Co. of Gardena. Many amusing incidents marked the progress of the drive. No one was shot, to be

sure, but many of the hunters voiced the conviction that the sensation produced by stray shots was far from that of a tickling one.

As the circle closed in, we had in addition to Jack Rabbits one lone bandit, a coyote. Everybody now had their eyes on big game. We made it hard sledding for the coyote; when he tried to break our line we loaded him so heavy with lead that his stilts would carry him no longer—he was our bacon.

At 12:00 noon the drive was over with the hunters two miles from camp. We strolled into camp in small groups, picking up a few rabbits as we went along. After a hearty lunch and an interchange of ideas, we began to pack for the homeward journey. It was estimated that about 900 rabbits were put to sleep. Our official decorator, Mr. Harvey, began his work of preparing about fifty rabbits for our feed at the next meeting. These rabbits were skinned and dressed and packed in boxes to be taken to cold storage in Los Angeles to await the frying pan. As best we know, everybody made the trip in safety, satisfied and contented—more so than some of the rabbits that were left behind.

Thus ended the Drive.

#### INTERSTICE

November 14th, the date of our regular monthly meeting, brought together some ninety members, all more or less hungry. It was a hard matter to keep them together while the business meeting of the Club was in progress in the Auditorium. At the meeting a resolution was passed that all new members would be given free membership from now until December 31, 1923 by paying the regular \$1.00 initiation fee and \$1.00 for dues for 1924.

A delegation of members from San Bernardino now entered. The boys gave them a hearty reception. They had blood in their eyes—K. Thompson had something up his sleeves. He advanced to the front and was not long in making known his wants. In less time than it takes to say "Jack Rabbit," the Club O. K'd. his bill for a new Western Trap to be installed in the new P. E. Rod and Gun Club grounds at Urbita Springs. It was decided to hold a shoot over this trap on Sunday, November 25th, about which you will hear later. It was also decided to hold the next regular monthly meeting at San Bernardino, which many of the members promised to attend. It is the intention at this meeting to line up the San Bernardino boys as an auxiliary to our Club, now that they have their own shooting grounds. Let us make an earnest effort to attend this meeting on Wednesday, December 12th. Train leaves Los Angeles for San Bernardino at 5:45 p. m.

The call then came from our worthy chefs, Messrs. Foyle and Gonzales, that the rabbits had all passed through the frying process and were ready for the final ceremony. A hasty adjournment was made and all gathered in the Banquet Hall. Before the feed, our

### PACIFIC ELECTRIC RAILWAY COMPANY OPERATING REVENUE AND EXPENSES, TAXES AND INCOME ACCOUNTS—OCTOBER, 1923

Passenger Revenue .....	\$1,225,012.68
Freight and Switching Revenue .....	512,332.33
Other Revenue .....	78,580.23
<b>Total Railway Operating Income .....</b>	<b>\$1,815,925.24</b>
Total Railway Operating Expenses:	
Wages .....	\$911,705.35
Other Charges .....	448,737.40
Transportation for Investment—Credit .....	3,251.62
	1,357,191.13
<b>Revenue, Less Operating Expenses .....</b>	<b>\$ 458,734.11</b>
Depreciation .....	24,753.82
Taxes Assignable to Railway Operation .....	86,460.58
<b>Total Depreciation and Taxes .....</b>	<b>111,214.40</b>
<b>Revenue Less Operating Expenses, Depreciation and Taxes .....</b>	<b>347,519.71</b>
<b>Non-Operating Income .....</b>	<b>5,723.90</b>
<b>Net Revenue .....</b>	<b>353,243.61</b>
Interest on Bonds and Other Debt .....	334,407.27
Rent and Miscellaneous Income Deductions .....	110,023.20
<b>Total Deductions .....</b>	<b>444,430.47</b>
<b>Net Loss for Month .....</b>	<b>91,186.86</b>
<b>Net Income for Ten Months .....</b>	<b>215,195.62</b>
Los Angeles, Cal., Nov. 27, 1923.	

L. A. LOVELL, Auditor.

#### WESTERN DIVISION NOTES By E. C. Brown

Great rejoicing boys; we're going to have an athletic night at the Pacific Electric Club within the near future. Contests will be between members of the two terminals. The exact date will be announced later.

Conductors James and Gerst are conspicuous by their absence from the Hill Street Station. James is now at Sherman and Gerst at Ocean Park. They are greatly missed by their co-workers.

Conductor W. Rady while on his vacation in San Francisco attended the wedding of former Motorman Sondrigger.

Buenas dias senior! That is about all the boys hear from Motorman Hatt now since he returned from Mexico. Mr. Hatt was present at Tia Juana during the big fire there and assisted in extinguishing same.

The December get-together meeting at the P. E. Club is expected to bring out a big bunch on account of the important subjects to be discussed.

photographer, Max Schuring, gave us a run of slides of the pictures taken at the Drive. They struck our "funny bone," the inscriptions on the pictures being to the point and well placed.

The entertainers, under the direction of Mr. Roy Davis, gave us a couple of "Mocking Bird" serenades, while the rest of the crowd was filling up on fried rabbit, coffee, etc.

The Club extends its feeling of co-operation and thanks to the Terminal Refrigerating Company for services rendered us for keeping our rabbits in cold storage until we were ready for them.

#### ACCOUNTING DEPT. NOTES By Don Goldsworthy

Check of all insurance applications is being made in this office by Mr. Grenke, while Mr. Pepperday of the Metropolitan Life Insurance Company is here from New York to handle the applications on behalf of his Company.

Mr. Loucks, who just returned from San Jose where he supervised the Peninsular inventory, has again left on a business trip this time going to Washington, D. C., in connection with the amount of revenue derived by this company in handling U. S. Mail.

Mr. Labbe has gone to Fresno and Exeter to supervise inventory at these points.

Mr. "Clem" Smith is again with us returning from his six weeks leave looking fit and fine.

Vacations were recently indulged in by the following:

Miss Margaret Taylor—to Salt Lake and San Francisco reporting a fine time.

Mr. Owens—at home and San Francisco.

Mr. Geo. Perry—at Manhattan Beach.

Mr. Herman Grenke—at home and San Francisco, where he took in the California-Washington game.

Mr. Woods—Tucson, Ariz.

Mr. Tom McKnight—reported as going to San Francisco in a high powered car.

Miss Leta Dow leaves to take unto herself a husband, also taking with her a chest of silver and the best wishes of all.

## FIRST SHOOT HELD AT NEW URBITA SPRINGS TRAPS

On the morning of Sunday, November 25th, Club members and their friends boarded Special Car in train leaving Los Angeles at 7:10 a. m., for the opening shoot at San Bernardino. Upon arrival at Urbita Springs we found everything was in waiting for us.

Nineteen shooters tried their eagle eyes over the new trap. The birds were fast. K. Thompson remarked that they were too fast company for him. He was not alone. 1650 birds were thrown from the trap on this day. Observe the scores:

K. L. Oefinger	.....111x125
W. L. Wiggam	.....109x125
L. R. Spafford	.....108x125
B. F. Manley	.....67x 75
H. Smith	.....66x 75
J. L. Cowley	.....102x125
F. L. Manley	.....60x 75
J. M. Geopfert	.....26x 50
W. E. Massingale	.....69x125
K. Thompson	.....53x150
Geo. Redd	.....32x 50
A. C. Boles	.....36x 75
A. B. Jones	.....23x 50
G. Grimsley	.....24x 50
L. V. Thompson	.....52x100
C. H. Jones	.....20x 50
J. D. Dierdorff	.....91x100
Dr. E. F. Blosser	.....86x100
Geo. W. Pugh	.....20x25

At 12:00 o'clock a halt was called and all retired to the picnic grounds in Urbita Park for much needed nourishment. Everybody seemed to have chicken and bountiful baskets. Coffee was furnished free at the Club House.

The P. E. Rod and Gun Club is again to be congratulated on the excellent facilities for a shooting ground at this place. Many thanks to those who have made it possible to use this resort for this purpose.

At 3:30 p. m. we boarded Special Car for San Bernardino, leaving that city at 3:50 on the Orange Empire Special, which landed us in Los Angeles at the running time of one hour, forty-five minutes.

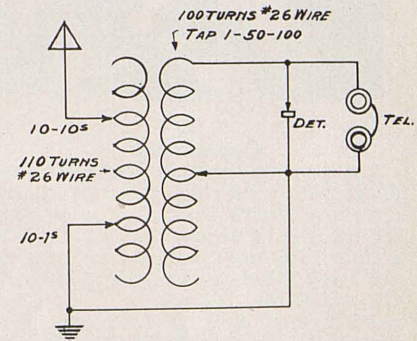
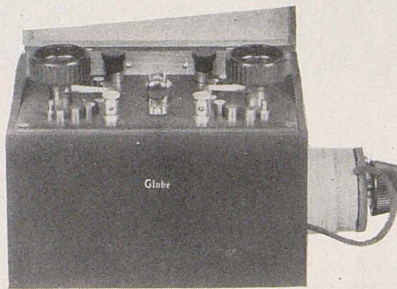
Lest we forget! We extend our hearty thanks to the management for the splendid accommodations furnished us in making the trip to Urbita Springs, one of the best outings this club has had. Such pleasant outings invigorate and make for greater enthusiasm in our work and loyalty to our Company who generously make such outings possible.

## NEW CABLE FOR MT. LOWE

Scheduled among many other improvement authorizations approved during the past month is the replacing of cable on the Mt. Lowe incline. The work is scheduled to be done early in January and entails an expenditure of approximately \$2,500.

This cable is replaced at frequent intervals in line with the Company's policy of absolute safety and the record of thirty years operation of this part of our system without a single accident reflects the intensiveness of precautions taken.

## An Improved Crystal Radio Set



**A** LITTLE more Radio for the fans who are looking for a selective crystal set at a minimum cost and who wish to attend the "parties" of Uncle John without interference.

The accompanying sketch shows an improved "hook-up" that has proven absolutely selective with all of the local broadcasting stations on the air at the same time. No condensers, either fixed or variable, are used.

A brief description of the winding follows:

The primary coil is wound on a two inch paper tube with No. 26 DCC wire, taking off ten one turn taps and

ten, ten turn taps to make close tuning possible. The secondary coil is also wound with No. 26 DCC wire on a one and three quarter inch paper tube, with one tap taken off in the center of the coil on the inside of the tube. The photograph above shows a very attractive mounting for the set. Depending upon the quality of the mounting desired, the total cost, including the box, should not exceed \$5.00.

The feature of coupling of the two sets was discovered by E. J. A. Hasenyager of the Electrical Department, who has passed his finding along to friends, all of whom report its decided improvement over ordinary crystal detector sets.

## SOUTHERN DIVISION NOTES By F. J. Oriva

Conductor J. LeClaire is back recording fares on the Dominguez Line after an extended vacation in the East. While there he visited his old home in Philadelphia.

Hawthorne has a new citizen in the person of Motorman A. Hader, of the Dominguez Line, who decided that country life is best and bought a comfy little bungalow in that city.

Motorman C. E. Elliott, of the mail car service, is enjoying a few days hunting (possibly "shooting") quail in the Capistrano territory. No word has been received as to what luck he is having.

It was a cheerless Thanksgiving for Motorman J. M. Carter who sustained an accident on the Santa Ana line recently. It is gratifying to note, however, that his injury is mending and all hope that he will be able to resume service shortly.

"Some flew East and some flew West," and Motorman M. I. Wagner is one of those who has gone East. He is on a thirty-day leave of absence to visit his "ex-home" in Marion, Ohio. Conductor S. A. Moore has just returned from his old home in Kansas City, Mo. He bid in a safety car at Santa Ana.

One of the recent changes in line-

up is that of Equipment Instructor O. V. Leerick. He is now working freight.

Fortune smiles on some oil prospectors and Motorman M. Ebersol, of Whittier, is one of them. His two acres at Torrance are "in the pool" judging from the recent strike made there. Business in Portland will take Mr. Ebersol from the city for thirty days, after which time he will return home to look after his oil interests.

An excerpt from Superintendent Davis' letter of November 26th to Motorman A. Hader, regarding his coasting record will be an incentive to his co-workers and is quoted as information:

"Your coasting average maintained a straight-ahead course during the last two coasting periods, the report showing your October 16-31st figures of 30.8 per cent reaching 38.2 per cent with the opening November period. And in consequence of this gain, you now rank first on Dominguez Local list.

"Very good, we would say. Your example of superior coasting is appreciated."

## The Time of Trial

"Do you have to see a doctor before you get booze in this town?"  
"No, afterwards."—Harvard Lampoon.



### Opportunity

Opportunity not only knocks at your door, but is playing an anvil chorus on every man's door, and then lays for the owner around the corner with a club. The only place where you can get away from opportunity is to lie down and die. Opportunity does not trouble dead men or dead ones who flatter themselves that they are alive—Elbert Hubbard.

### They Knew the Sound

School Inspector—"Do you teach observation?"

Teacher—"Oh, yes."

School Inspector—"Then I will test the class. Now, children, shut your eyes and sit still." Following this the inspector made a slow whistling sort of noise and then said, "Now, children, what did I do?"

"Kissed teacher!" joyfully shouted the youngsters.—Louisville Trolley Topics.

### Needed Employment

A colored man was being pleaded with to join his fortunes with the church, on the prospect of going to heaven. The gospel worker who wrestled with him was insistent upon the fact that it was an exclusively negro heaven to which he was urging the brother to go, repeating that there would be no white folks whatever in that delectable and socially-equal place.

"No white folks?" asked the victim of the insistence.

"Not one!"

"Den Ah ain' gwine. Ah'd be outen a job half de time!"

### Frugality, Always

A Scotchman, wishing to know his fate at once, telegraphed a proposal of marriage to the lady of his choice. After spending the entire day at the telegraph office he was finally rewarded late in the evening by an affirmative answer.

"If I were you," suggested the operator, when he delivered the message, "I'd think twice before I'd marry a girl that kept me waiting all day for an answer."

"Na, na," retorted the Scott. "The lass who waits for the night rates is the lass for me."

Little Willie pointed at his sister's sweetheart, Mr. Jones.

"Mr. Jones kicked me yesterday," he snarled, "but I got even with him, you bet your life, I mixed up quinine with my sister's face powder."

"I see Brown has got a \$2000 car."

"How did he get the \$2000."

"Oh, he hasn't got that yet."—Boston Transcript.

### It Was Ever Thus

I shot an arrow in the air; it fell, of course, but I knew not where, till a neighbor said it killed his calf, and I had to pay him six and a half. I got some poison to slay some rats, and a neighbor swore it killed his cats, and rather than argue across the fence, I paid him four dollars and fifty cents. I released a toy hot-air balloon and hoped it would soar till it reached the moon, but the candle fell on a farmer's straw, and he said I must settle or go to law. And that is the way with the "random shot," it never hits the proper spot, and the joke you spring that you think so smart may leave a wound in some fellow's heart.—Farmer's Guide.

The girl walked briskly into the store and dropped her bag on the counter. "Give me a chicken," she said.

"Do you want a pullet?" the store-keeper asked.

"No," the girl replied. "I wanta carry it."—Brown Bull.

A little colored boy, clothes removed, was splashing around to his heart's content in a public reservoir. "Hey! come out of that, you young rascal!" shouted the keeper. "Don't you know that the people in town have to drink that water?"

The youngster dived under, came up and innocently replied: "Oh! dat's all right, mister; I ain't usin' no soap."—Boston Transcript.

### THE WAY OF A WOMAN

JONES, a gloomy individual decided to turn over a new leaf so he went home whist'ing, kissed his wife and the kids, then proceeded to shave and clean up for dinner. When the meal was over, he insisted on washing the dishes and sang lustily as his wife looked on with amazement. The job finished, he took off his kitchen apron and found his better half in tears.

"Why, what's the matter, my dear?" he asked.

"Oh, everything's gone wrong today," she said. "The clothes line broke and let the washing down in the dirt. The twins got into a fight at school and came home with black eyes. Mary fell down and tore her dress and to cap the climax, here you come home drunk."

### Still Going Strong

"How long did it take your wife to learn to drive?"

"It will be ten years in September."

"Is May at home?" Bill asked the maid.

"May who?" He had her guessing. "Why, Mayonnaise," and then she said,

"Oh, Mayonnaise is dressing."

Harry: So you won't kiss and make up?

Harriet: Well, I won't make up.

Stage Manager: "My dear, I wish you would wear a different gown in the second act."

Rita Ravenyelp: "But that is the latest style and I paid two hundred dollars for it."

Stage Manager: "That may be true, but when your husband says: 'Woman, you are hiding something from me,' the audience can't figure out what he means."—Judge.

### Novel Idea

"Lovely furnished room in private family with bath on car line."

Booth Tarkington, talking about negroes, told this incident to illustrate their affectionate disposition.

After a young negro couple had been married by a white parson, the groom turned to the latter and asked:

"How much does Ah owe you, Rev'ren'?"

"Oh," said the minister, "pay me whatever you think it's worth."

The young fellow regarded his bride with adoring eyes. Then he turned to the minister and said mournfully:

"You's ruined me fo' mah financial life, Rev'ren'. Yo' sho' has."

### Something in It

Pat went into the drug store for an empty bottle. Selecting one that answered his purpose, he asked:

"How much?"

"Well," said the clerk, "if you want the empty bottle it will be five cents, but if you have something put into it we won't charge you anything for the bottle."

"Sure, that's fair enough," said Pat. "Put in a cork."

Teacher (to unstudious student): "At your age, Lincoln was studying his books at night by the light of pine knots."

Unstudious Student: "Yes, sir; and at your age Lincoln was President of the United States."—O. E. R. Bulletin.

"James, have you whispered today without permission?"

"Only wunst."

"Harold, should James have said wunst?"

"No'm, he should have said twict."—Railwayman.

### Perhaps Nut!

When in the park, do not kick the little squirrels which run up to you. It may be a case of mistaken identity.

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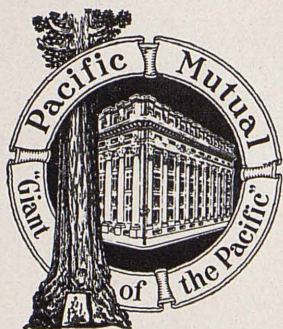
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**CONDENSED STATEMENT**  
**THE FARMERS & MERCHANTS NATIONAL BANK**  
**OF LOS ANGELES**

As Made to the Comptroller of the Currency  
 At Close of Business  
 September 14, 1923.

ASSETS

Loans and Discounts .....	\$29,472,412.64	
United States Bonds to Secure Circulation.....	1,500,000.00	
United States Bonds and Certificates of Indebtedness .....	3,985,454.06	
Other Bonds, Stocks and Securities.....	1,205,853.58	
Bank Premises .....	490,932.33	
Customers' Liability on Letters of Credit.....	348,948.99	
Customers' Liability on Account of Acceptances...	43,221.56	
Redemption Fund with U. S. Treasurer.....	75,000.00	
Interest Earned, uncollected .....	125,275.67	
Cash on Hand .....	\$2,456,810.61	
Due from Federal Reserve Bank of S. F.	3,002,350.59	
Due from Banks .....	5,149,292.03	10,608,453.23
		\$47,855,552.06

LIABILITIES

Capital Stock Paid in .....	\$2,000,000.00	
Surplus .....	1,500,000.00	
Undivided profits .....	782,781.44	\$4,282,781.44
Reserved for Taxes .....	3,809.03	
Reserved for Interest .....	62,938.41	
Unearned Discount .....	45,462.04	
Securities Borrowed .....	1,000,000.00	
Letters of Credit .....	385,709.86	
Acceptances Based on Imports .....	43,221.56	
National Bank Notes Outstanding .....	1,500,000.00	
DEPOSITS .....	40,531,629.72	\$47,855,552.06

I, J. A. Graves, President of the above named Bank, do hereby solemnly swear that the above statement is correct to the best of my knowledge and belief. (Signed) J. A. GRAVES, President  
 Correct, Attest: H. M. Wheeler, Louis S Nordlinger, C. A. Ducommun.

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**OF LOS ANGELES**  
 Corner of Fourth and Main Streets

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 Vice-President  
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 G. H. NAEGELE  
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