

BOARD OF INQUIRY REPORT.

Morgan's Louisiana & Texas R. R. and S. S. Company.

Place, West cross-over, New Iberia, nearest M. P. 127, date Aug. 28, 1916 at 4:10 P. M.; Kind of accident, side collision; Weather conditions, unusually heavy rain; Kind of train involved, passenger and freight; Passenger—Train No. 102, Engine No. 907, East, Speed 25 miles per hour; Freight—Extra, No. 1767, West, speed, 8 miles per hour; Damage \$5,000.00, track \$50.00, clearing wreck \$400.00, total \$5,450.00. Casualties to persons: Five passengers, two train employees, two dining car employees and one Pullman porter slightly injured. The undersigned, constituting a Board of Inquiry, convened at New Iberia, La., August 29th, 1916, for the purpose of determining cause of and responsibility for above accident, finds: (Give: 1. Circumstances; 2. Opinion, as to responsibility; 3. Recommendations.)

1. Extra 1767 West, 53 loads and 18 empties, in charge of Conductor Alonzo and Engineer Wilkins, arrived at New Iberia at 3:36 P. M. engine took water and train proceeded to cross-over about one mile West of New Iberia and backed over on Eastward main track to let No. 7 pass. No. 7 left New Iberia at 4:05 P. M. and passed extra 1767 one mile west about 4:08 P. M. Extra 1767 immediately started to head through cross-over to westward track and when train had moved a distance of about 800 feet, or 20 car lengths, was sideswiped by No. 102, engine 907, in charge of Conductor Rousseau and Engineer Landry, traveling at a speed of approximately 25 miles per hour, turning engine completely over and slightly damaging, but not derailing, baggage car. The first eight cars beyond point of collision in extra 1767 turned over, four being completely destroyed and four badly damaged. Investigation develops that brakeman W. Lauman who was breaking ahead and whose duty it was to protect his train when occupying eastward track against current of traffic, secured red flag from fireman and extra 1767 and proceeded westward but failed to provide himself with or place torpedoes on rail in accordance with rule 99. At the time brakeman Lauman started out to flag it had just commenced to rain and when at a point 2,100 feet, by actual measurement, he was seen by resident eye witness to violently flag with red flag train No. 102 which was approaching at a high rate of speed in a heavy downpour of rain. He continued to flag until engine was almost upon him, stepped off track and continued to flag until train passed out of sight. Further inquiry developed that neither Engineer Landry or Fireman Berry on train 102 observed stop signal given by flagman, nor was it acknowledged. Their evidence is to the effect that they noticed head end of extra 1767 when passing and as sufficient time had not elapsed, after meeting No. 7, for train to have followed No. 7 from New Iberia, therefore must have used the west cross-over to let No. 7 pass. Air was applied and speed reduced to about 25 miles per hour when side collision occurred. Engineer Wilkins in charge of extra 1767 noticing speed train No. 102 was traveling, knew that train had not been properly flagged and sounded one long blast of whistle when engine of No. 102 was passing. He further states that fire was flying from brake shoes on train 102 when passing his engine.

2. It is the opinion of this Board that brakeman W. Lauman is directly responsible for accident in that he failed to provide himself with proper flagging equipment, a supply of which was available on engine 1767, when he went out to protect his train which had been backed over on eastward track against current of traffic. This Board also finds that Conductor J. Alonzo displayed bad judgment in that he failed to use No. 1 storage track which would have held his train and cleared both eastward and westward main tracks, knowing that trains 7 and 102 were on time and due to pass each other about two and one-half miles West of New Iberia.

3. In view of the fact that the accident was due to non-compliance with existing rules, we can

DOES YOUR STOMACH TROUBLE YOU?



MAYR'S Wonderful Stomach Remedy will change that Long Face!

And One Dose Has Often Dispelled Years of Suffering. Mayr's Wonderful Remedy can really be termed WONDERFUL. No matter where you live—you will find people who have suffered with Stomach, Liver and Intestinal Ailments, etc., and have been restored to health and are loud in their praise of this remedy. It acts on the source and foundation of these ailments, removing the poisonous catarrh and bile accretions, taking out the inflammation from the intestinal tract and assists in rendering the same antiseptic. Sufferers are urged to try one dose—which alone should relieve your suffering and convince you that Mayr's Wonderful Remedy should restore you to good health. Put it to a test today. Send for booklet on Stomach Ailments to Geo. H. Mayr, Mfg. Chemist, 156 Whiting St., Chicago, or better still, obtain a bottle from your druggist.

For sale by the Estorger, our Co. and all other reliable drug recommend that employes at fault be suitably disciplined. J. P. SUGURE, Supt. J. C. SIMENO, Ass't Supt. W. S. MHOEDMAS, As. St. JNO. R. TAYLOR, Drug. A. B. MURRAY, Eng.

NOT THE ONLY ONE. There Are Other New Iberia People Similarly Situated.

Can there be any stronger proof offered than the evidence of New Iberia residents? After you have read the following, quietly answer the question. Edgar J. Bourg, meat dealer, 635 Julia St., New Iberia, says: "I was confined to bed several times with kidney complaint. I could hardly turn in bed, owing to the pains in my back and had to be careful or sharp twinges would dart through my loins. Mornings I was stiff and lame and lacked strength and energy. More than once I didn't feel able to attend to my work. One box of Doan's Kidney Pills, procured at Taylor's Drug Store, removed the trouble."

After a lapse of over five years, Mr. Bourg said: "I haven't had an attack of kidney trouble since Doan's Kidney Pills cured me." Price 50c, at all dealers. Don't simply ask for a kidney remedy—get Doan's Kidney Pills—the same that Mr. Bourg has twice publicly recommended. Foster-Milburn Co., Props., Buffalo, N. Y.—Adv.

A BOY'S INVESTMENT. "Last spring a year ago," says Farm and Fireside, "a ten-year-old neighbor boy was given ten cents by his grandmother. He purchased seed with his money and grew a nice patch of cucumbers for the local village market. His crows of cucumbers brought him a little over \$6 in money, all of which his mother allowed him to keep and spend as he pleased with \$1.00 of the money this boy purchased an ewe lamb. By the spring the ewe lamb has grown into a mature mother sheep, and gave birth to twin lambs. So now the boy has three sheep from his investment. The mother sheep is now worth \$10 and the lambs are worth \$5 each, making a total value of \$20 he has earned with his 10 cents in a year and a half. In addition he sold the wool this spring from the mother sheep for \$2.50, which he has just placed in the savings bank as the beginning of a bank account of his own."—Ga. Democrat.

RHEUMATISM FOLLOWS EXPOSURE. In the rain all day is generally followed by painful twinges of rheumatism or neuralgia. Sloan's Liniment will give you quick relief and prevent the twinges from becoming torture. It quickly penetrates without rubbing and soothes the sore and aching joints. For sore, stiff, exhausted muscles that ache and throb from overwork, Sloan's Liniment affords quick relief. Bruises, sprains, strains and other minor injuries to children are quickly soothed by Sloan's Liniment. Get a bottle to-day at your druggist. 25c.

WANTED. Tenant to live in my furnished cottage No. 418 St. Peter Street. House contains four rooms, hall, bath, kitchen, etc. Terms \$15.00 per month. Apply to F. F. Veazey.

The Cosmopolitan Hotel, NEW ORLEANS, LA. WHERE YOU MEET YOUR FRIENDS. JOS. VOORHIEES, Asst. Manager. A. D. STEWART, Manager.

PECANS WANTED. Any quantity or sizes, best market prices. Ship or send samples to Thomas Fruit & Pecan Co., 911 Palmetto St., Mobile, Ala.

OLDER BUT STRONGER. To be healthy at seventy, prepare at forty, is sound advice, because in the strength of middle life we too often forget that neglected colds, or careless treatment of slight aches and pains, simply undermine strength and bring chronic weakness for later years. To be stronger when older, keep your blood pure and rich and active with the strength-building and blood-nourishing properties of Scott's Emulsion which is food, a tonic and a medicine to keep your blood rich, alleviate rheumatism and avoid sickness. No alcohol in Scott's.

PLUNDER AND POLITICS. There is no question in the mind of those familiar with the facts that through political chicanery the Government, that is the people who pay the taxes, is annually robbed by corporations which are as guilty of stealing as the highwayman and the burglar. Congressman Quinn, of Mississippi, dared to assert in Congress, recently, that the rifles manufactured by the Government cost it \$16; that those bought from private factories cost it \$27—identically the same gun. He continued: This machine gun which you have read about, that weighs 32 pounds, cost \$1200, purchased from private factories. As to the little tripod and the pack that goes on the mule's back, great statesmen on that committee inquiring about it discovered that a tripod that Sears & Roebuck, of the gentlemen's own town, would supply for about 30 cents, is supplied by this gun manufacturer at \$300, and that the little pack that goes on the mule's back costs the Government \$500 at the hands of a private factory. Any man who ever used a shotgun, and who is a judge of arms, knows that the machine gun, weighing 33 pounds, and a little tripod or pair of tongs to hold it up, is worth about \$75, but, manufactured by these people and sold to Uncle Sam, it costs the taxpayers of this Republic \$1200!

When we know that every year for a decade we have spent upon our navy many more millions than any other nation save Great Britain, it is plainly evident that no small part of these millions have gone into the treasuries of private corporations whose propaganda just now in behalf of "preparedness" and a "larger patriotism" is too transparent to be even amusing.—Ex.

The Strong Withstand the Heat of Summer Better Than the Weak. Old people who are feeble, and younger people who are weak, will be strengthened and enabled to go through the depressing heat of summer by taking regularly Grove's Tasteless Chill Tonic. It purifies and enriches the blood and builds up the whole system. 50c.

As an evidence of what pluck, perseverance and energy will accomplish, the case of Governor Ferguson, of Texas, is cited. It is said that in 1888 the Texas Chief Executive was a bell boy in a Denver, Colorado Hotel and later a waiter in a Denver restaurant. But the Texas Governor was made of the stuff which it takes to constitute a big man and consequently he could not be held in obscurity. He was ambitious and intelligent and by his own personal efforts, with no one to assist him, has climbed the ladder of life until he has reached the topmost rung. From bell boy to Governor, is indeed a great ascent for any man to make, but any boy can do the same thing, who is made of the right kind of material. The Texas Governor is a shining example, whose career it would be well for every ambitious boy to emulate.—La. Democrat.

PLUNDER AND POLITICS.

Now they are going to have a "Father Day." What in thunder can they do for father? If they make any expense father will have to foot the bill. If they get anything extra for dinner father will have to pay for it. The best thing to do for father is to let him alone, let him sleep as long as he wants to in the morning and let nature take its course. The old man has enough to bear without being shoved into a "shirt" and made to sit an hour in an oak pew while someone tells him he has been overworked in the shuffle of life, while his liver is warped and his backbone crooked from being chief bottle washer in a thousand shuffles. Let father alone and give the banquet to the kids and the flummy-diddles to the young folks. Pop don't want a darned thing but rest.—Britt Tribune.

Company, and to cross all intersecting streets necessary on the above streets. This right of way being hereby granted to construct, maintain and operate railroad tracks on, along, through, over and across said streets with the right to cross all intersecting streets and also to construct, maintain and operate all switches, turnouts, crossings and spur tracks that may be necessary to reach industries, warehouses, etc., on said streets which are now or may hereafter be situated along said streets. All said tracks to be laid through or across said streets in such a manner as not to impede or interfere with traffic and drainage thereon; the rails to be laid level with street and to have wood guard rails on both sides of each rail; said streets to be gravelled or shelled and maintained by said New Iberia & St. Martin and Northern Railroad Company; provided, that this shall apply to streets over and across which the main line of said Company is laid, but when switches, spurs or sidetracks are laid for the purpose of reaching industries the said Company shall be required to maintain the street to a distance only of eighteen inches from ends of cross ties on either side of track.

The parking of cars on any residential street within the corporate limits of the City is prohibited. All said tracks to be laid along, through or across said streets on a grade to be agreed between the City and the Chief Engineers of the Railroad Company. Sec. 3. Be it further ordained, that the conditions upon which these rights of way, franchises and privileges are granted to the New Iberia, St. Martin and Northern Railroad Company or its assigns shall build a standard gauge railroad from Port Barre, St. Landry Parish, Louisiana, connecting there with the Opelousas, Gulf and Northern Railroad, a Gould system line, and near Port Barre with the former Colorado Southern (now the Frisco Rock Island System) said railroad to be in operation and trains running from Port Barre to and within the corporate limits of the City of New Iberia on, or before December 31st, 1909.

The construction of said railroad within the limits of the City of New Iberia to be finished within twenty months of the date of the passage of this ordinance, provided, however, that any delays that may arise in the course of condemnation proceedings or expropriation proceedings, or any delays that may arise from causes manifestly beyond the control of the said New Iberia, St. Martin and Northern Railroad Company to which shall be added the twenty months in which said railroad tracks within the City of New Iberia shall be constructed. Thus done, read, adopted, signed and the seal affixed in open session at New Iberia, La., on this 27th day of August A. D. 1909.

J. S. POWER, Mayor. And that it also obtained another franchise from the City of New Iberia to construct, own and operate its railroad line spurs, branches or switches on and along the continuation of Fulton Street from its intersection with Jefferson Street to its termination, which franchise bears date of June 28th, 1910, and is in words, tenor and terms following, to-wit: An ordinance granting the New Iberia, St. Martin and Northern Railroad Company a franchise to construct, own and operate its railroad line, spurs, branches or switches on and along the continuation of Fulton street from its intersection with Jefferson Street to its termination. Whereas, due advertisement has been made and notice given conformably to the terms of the Charter of the City of New Iberia of the application of the New Iberia and Northern Railroad Company to construct, own and operate its railroad line and branches, switches and spurs on the continuation of Fulton street from its intersection with Jefferson Street to its Eastern termination, and whereas no objection or opposition has arisen or been made conformably to the provisions of the Charter. Be it therefore ordained by the Mayor and Board of Trustees of the City of New Iberia, that a franchise is hereby given and granted unto the New Iberia and Northern Railroad Company to construct, own and operate for a period of twenty-five years its railroad line, branches, switches and spurs on and along the continuation of Fulton street from its intersection with Jefferson Street to its Eastern termination. Thus done and signed in open session of the City Council this 28th day of June A. D. 1910.

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Company, and to cross all intersecting streets necessary on the above streets. This right of way being hereby granted to construct, maintain and operate railroad tracks on, along, through, over and across said streets with the right to cross all intersecting streets and also to construct, maintain and operate all switches, turnouts, crossings and spur tracks that may be necessary to reach industries, warehouses, etc., on said streets which are now or may hereafter be situated along said streets. All said tracks to be laid through or across said streets in such a manner as not to impede or interfere with traffic and drainage thereon; the rails to be laid level with street and to have wood guard rails on both sides of each rail; said streets to be gravelled or shelled and maintained by said New Iberia & St. Martin and Northern Railroad Company; provided, that this shall apply to streets over and across which the main line of said Company is laid, but when switches, spurs or sidetracks are laid for the purpose of reaching industries the said Company shall be required to maintain the street to a distance only of eighteen inches from ends of cross ties on either side of track.

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The parking of cars on any residential street within the corporate limits of the City is prohibited. All said tracks to be laid along, through or across said streets on a grade to be agreed between the City and the Chief Engineers of the Railroad Company. Sec. 3. Be it further ordained, that the conditions upon which these rights of way, franchises and privileges are granted to the New Iberia, St. Martin and Northern Railroad Company or its assigns shall build a standard gauge railroad from Port Barre, St. Landry Parish, Louisiana, connecting there with the Opelousas, Gulf and Northern Railroad, a Gould system line, and near Port Barre with the former Colorado Southern (now the Frisco Rock Island System) said railroad to be in operation and trains running from Port Barre to and within the corporate limits of the City of New Iberia on, or before December 31st, 1909.

The construction of said railroad within the limits of the City of New Iberia to be finished within twenty months of the date of the passage of this ordinance, provided, however, that any delays that may arise in the course of condemnation proceedings or expropriation proceedings, or any delays that may arise from causes manifestly beyond the control of the said New Iberia, St. Martin and Northern Railroad Company to which shall be added the twenty months in which said railroad tracks within the City of New Iberia shall be constructed. Thus done, read, adopted, signed and the seal affixed in open session at New Iberia, La., on this 27th day of August A. D. 1909.

J. S. POWER, Mayor. And that it also obtained another franchise from the City of New Iberia to construct, own and operate its railroad line spurs, branches or switches on and along the continuation of Fulton Street from its intersection with Jefferson Street to its termination, which franchise bears date of June 28th, 1910, and is in words, tenor and terms following, to-wit: An ordinance granting the New Iberia, St. Martin and Northern Railroad Company a franchise to construct, own and operate its railroad line, spurs, branches or switches on and along the continuation of Fulton street from its intersection with Jefferson Street to its termination. Whereas, due advertisement has been made and notice given conformably to the terms of the Charter of the City of New Iberia of the application of the New Iberia and Northern Railroad Company to construct, own and operate its railroad line and branches, switches and spurs on the continuation of Fulton street from its intersection with Jefferson Street to its Eastern termination, and whereas no objection or opposition has arisen or been made conformably to the provisions of the Charter. Be it therefore ordained by the Mayor and Board of Trustees of the City of New Iberia, that a franchise is hereby given and granted unto the New Iberia and Northern Railroad Company to construct, own and operate for a period of twenty-five years its railroad line, branches, switches and spurs on and along the continuation of Fulton street from its intersection with Jefferson Street to its Eastern termination. Thus done and signed in open session of the City Council this 28th day of June A. D. 1910.

J. S. POWER, Mayor. And that it also obtained another franchise from the City of New Iberia to construct, own and operate a railroad branch or switch along Front or Bayou Street from a point where the said street joins the property of Victor Erath at the foot of French Street to a point where the said street joins the property of William F. Weeks at the foot of Weeks Street, which franchise bears date of June 28th, 1910, and is in words, tenor and terms following, to-wit: An ordinance granting the New Iberia and Northern Railroad Company a franchise to construct, own and operate a railroad branch or switch along Front or Bayou Street from a point where the said street joins the property of Victor Erath at the foot of French Street to a point where the said street joins the property of William F. Weeks at the foot of Weeks Street, for a period of twenty-five years. Whereas, due publication has been made and notice given in the official journal of the City of New Iberia of the application of the New Iberia and Northern Railroad Company, for a franchise for a period of twenty-five years on and along Front or Bayou Street, conformably to the provisions of the City Charter of the City of New Iberia, and whereas no objection or opposition thereto has been made conformably to the Charter of the said City. Sec. Be it therefore ordained by the Mayor and Board of Trustees of the City of New Iberia, that a franchise is hereby granted unto the New Iberia and Northern Railroad Company, to construct, own and operate for a period of twenty-five years on and along front or Ba-

Company, and to cross all intersecting streets necessary on the above streets. This right of way being hereby granted to construct, maintain and operate railroad tracks on, along, through, over and across said streets with the right to cross all intersecting streets and also to construct, maintain and operate all switches, turnouts, crossings and spur tracks that may be necessary to reach industries, warehouses, etc., on said streets which are now or may hereafter be situated along said streets. All said tracks to be laid through or across said streets in such a manner as not to impede or interfere with traffic and drainage thereon; the rails to be laid level with street and to have wood guard rails on both sides of each rail; said streets to be gravelled or shelled and maintained by said New Iberia & St. Martin and Northern Railroad Company; provided, that this shall apply to streets over and across which the main line of said Company is laid, but when switches, spurs or sidetracks are laid for the purpose of reaching industries the said Company shall be required to maintain the street to a distance only of eighteen inches from ends of cross ties on either side of track.

The parking of cars on any residential street within the corporate limits of the City is prohibited. All said tracks to be laid along, through or across said streets on a grade to be agreed between the City and the Chief Engineers of the Railroad Company. Sec. 3. Be it further ordained, that the conditions upon which these rights of way, franchises and privileges are granted to the New Iberia, St. Martin and Northern Railroad Company or its assigns shall build a standard gauge railroad from Port Barre, St. Landry Parish, Louisiana, connecting there with the Opelousas, Gulf and Northern Railroad, a Gould system line, and near Port Barre with the former Colorado Southern (now the Frisco Rock Island System) said railroad to be in operation and trains running from Port Barre to and within the corporate limits of the City of New Iberia on, or before December 31st, 1909.

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