

## HISTORY OF THE COLUMBUS STRIKE

A condensed history of the strike of a minority of the trainmen of the Columbus Railway & Light Company in the spring and summer of 1910 has been published in pamphlet form by the company. The causes and results of the strike were given in articles published in the current issues of the *ELECTRIC RAILWAY JOURNAL* last year. A number of additional facts are given in the history, an abstract of which follows:

"For more than 18 years prior to February-March, 1910, relations between the Columbus Railway & Light Company (including its predecessors) and its employees were all that either could desire. The first intimation of any uneasiness among the employees of the company was in the latter part of February or first part of March, 1910, when the general manager was waited upon by a committee of seven or eight employees with a copy of a petition which was being circulated for signatures at the various car barns. It was a very modest request for an increase in wages.

"The general manager carefully read the paper and stated to the men that he was sorry that they thought it necessary to go to the trouble to get up a petition on a matter of this kind, for the reason that the subject of increase of wages had already been up before the board of directors and a substantial advance had been decided upon to take effect in the early spring, just as soon as it could be conveniently arranged, and that the company had made advances from time to time in the way of increased dividends to employees by reason of increased dividends to the stockholders of the company (this company having several years since adopted the plan of distributing dividends to its employees on wages earned in the same ratio that dividends are paid to stockholders of the company). This seemingly had been overlooked by the men, although as a matter of fact it was equivalent to an increase in wages.

"The men complained of the increased cost of living, which the general manager could not deny, but in reply said: 'Well, boys, the company is hardly responsible for that state of affairs, but we are all alike in that particular, and about the only thing left for all of us to do is to try and get along and if possible live more economically.' From that time on trouble began to brew and early in April, 1910, a strike was threatened but was averted by an agreement entered into at the suggestion of the secretary of the State Board of Arbitration, through whom an agreement was consummated April 6, 1910. Under this agreement the wages of all conductors and motormen were increased 1 cent per hour beginning April 1 and were to be again increased ½ cent per hour on Jan. 1, 1911. Thirty-five men who had been discharged were to be reinstated 'provided the men who were promoted to fill the positions so created will assent thereto.'

"In the latter part of April the union men claimed that the company broke the agreement and decided to go out on a strike, which they did April 29, 1910.

"As to the charge that the company broke the agreement, the facts were as follows:

"Section 4 of the agreement of April 6 provided that some thirty-five men who had been discharged for cause be taken back and reinstated in the places occupied by them previous to their discharge *provided that the men who had been promoted to fill vacancies so created would assent thereto.* All of these 35 men were reinstated within a few days after this agreement had been entered into except four, who were not reinstated (although the company offered them positions on the extra list) for the reason that four employees who had been moved up refused to move back, in short would not 'assent thereto.' These employees felt that they were entitled to the places to which they had been promoted and which they had earned, and declined to move back. Because of this fact and because the company would not force them to go back (which would have been a most unjust thing to these men, involving the surrender of a principle of justness and fairness to which no company or person could honorably yield) the union men went out on a strike April 29, thereby breaking the agreement.

"This strike was ultimately settled on May 3 by the company agreeing to an interpretation of certain clauses of the agreement of April 6. The acceptance of the interpretation by the union men was simply to give an excuse for calling off the strike, the four men being given city positions by the Mayor.

"This settlement was satisfactory to the employees of the company, but was not to the professional agitators and organizers or to the officers of the national union of the Street Railway Amalgamated Association. They sought a 'closed shop,' the company having declared for an 'open shop.' The national union officers, the agitators and the organizers set about producing another strike for the purpose of securing, if possible, their demand for the 'closed shop.' On June 21 they voted for a second strike, the time for making it effective being left to a committee of the union. Before the second strike was made effective the Chamber of Commerce asked the State Board of Arbitration to intervene. Both the company and the men were called before the State Board.

"While the hearing was in progress an offer was made by the union on behalf of the union that the men would accept the award of the board if the company would sign in writing a similar offer to submit to such award. This would have meant a contract between the company and the union; a complete recognition of the union by the company, and the unionizing of a company where 75 per cent of its employees were non-union. The offer was refused on those grounds, as the company in all of its negotiations had declined to deal with or recognize the union.

"The deductions from the findings of the State Board of Arbitration showed that of about 50 charges made by the men against the company less than 20 per cent were sustained by the board. Of those sustained, more than one-half were sustained on the supposition that men who were in fact still working had been discharged from the service; in fact the whole 50 charges simmered down to the discharge of two men. The findings of the board were made public late Saturday evening, July 23, and at four o'clock the following morning (Sunday), without conferring further or seeking to ascertain even whether the company would or would not abide by the award of the board, the union men went out on a strike and inaugurated the warfare that for 12 weeks and 3 days disgraced the State and its capital with lawlessness and a reign of terror.

"From the beginning of the second strike mob law was supreme in Columbus for a period of 9 or 10 weeks, during which cars were attacked and crews beaten almost daily, over 200 cars were disabled, 24 of them having been blown up with dynamite, 120 employees were so injured as to require surgical attention, many of them being most brutally beaten, many passengers were assaulted and one murdered. Cars were stoned and shot at continuously. Bottles of acid were thrown from the dark into the faces of the motormen and hundreds of attempts were made to wreck the cars.

"The Mayor of the city was responsible in a large degree for this shameful record. His open and secret encouragement of the lawless element, his positive refusal to take any effective method of restraining the mob, his open denunciation of the company and its employees who attempted to operate cars in the face of the mob, and his zeal in seeking technical pretexts for the arrest of the loyal employees of the company who continued to operate cars, combined to produce a spirit of insubordination in the police department which resulted in an open mutiny on the part of a large number of policemen, lent encouragement to the lawless and discouraged all officers who honestly sought to conserve the peace.

"To the shame and disgrace of the city, the strikers and their sympathizers were allowed full sway in attacking and dismantling cars, beating and driving off the crews and instituting a reign of terror in the very heart of the city. The Mayor and his police force stood by in plain sight, refusing to raise a hand to quell the rioting, restrain the mob or protect either the cars or crews, until the men had been thoroughly taught this lesson, viz., that if any non-union man dared to operate a car he could expect no protection from the civil authorities but

would be turned over to the mercy of the mob. Not till then did the Mayor make even a pretense of restoring order; and after that his efforts were only a pretense.

"Throughout both strikes the real controversy has been one between the 'open shop' and the 'closed shop.' The company decided not to accede to the demand for a closed shop nor to submit that demand to arbitration.

"The strike was officially declared off on Tuesday night, Oct. 18, and thus ended one of the most disastrous labor agitations in the annals of the country.

"A large number of new men have been employed and occupy the places made vacant by the striking men; quite a number of the striking employees have returned to work, accepting such places as they could obtain, so that at the present time the company is operating its full quota of cars and the business of the company is again about normal.

"As an exhibition of error accompanied with violence on the part of misguided men led by crafty and vicious leaders, of incompetence and disregard of duty by those in authority, of public sympathy wasted on an unworthy and unrighteous cause, and of a final and deserved collapse of a dangerous movement, this strike was without a parallel. It was inaugurated without excuse. It was conducted in utter disregard of the rights and interests of the public. Misdeeds committed in its interests were winked at by those intrusted with power whose sworn and sacred duty it was to suppress them and punish the perpetrators. That it proved a miserable failure was due to the firm and uncompromising stand taken by the company. The lesson of this strike was a dear one, but it may prove valuable as an obstacle to a repetition of such an event in the future and a warning to unprincipled agitators who thrive by such misfortunes.

"The value of it as a lesson should inure not only to the benefit of the company whose welfare was directly involved, and to that of all manufacturing and commercial interests of the City of Columbus, but to the benefit of all like industries throughout the country at large, and to the peace and protection of the public."

### CORPORATION TAX UPHeld BY THE SUPREME COURT

In a decision rendered by the Supreme Court, March 13, the constitutionality of the corporation tax law was affirmed by unanimous decision. The case came before the Supreme Court through suits brought in United States courts by stockholders to restrain the companies in which they held stock from paying to the government the amount of the tax. Sixteen of these cases were appealed to the Supreme Court and formed a basis for the decision rendered on Monday.

The Supreme Court upheld the argument advanced by the government that the tax was an excise law on "its doing of business in a corporate capacity." The court held that the tax was not applicable to the Real Estate Trust of Boston, which was organized, not under any statute, but under the common law, and that it was also not applicable to the Minneapolis Real Estate Syndicate on the ground that "that enterprise was not doing business within meaning of the law." It also decided that the Coney Island & Brooklyn Railroad and the Interborough Rapid Transit Company in New York were subject to the tax because it was no part of the essential governmental functions of a State to provide means of transportation or to supply artificial light, water or the like.

The exemption of certain labor organizations and charity institutions was briefly upheld on the theory that Congress has the power to select objects of taxation and to omit others. In this connection, but in another part of the decision, the court says:

"The right to select the measure and objects of taxation devolves upon the Congress and not upon the courts, and such selections are valid unless constitutional limitations are overstepped."

### NEW LAWS IN INDIANA

Laws have been passed by the Legislature of Indiana relating to the equipment of interurban cars with hand brakes in addition to air brakes and the installation of block signals. The laws have been approved by the Governor. Abstracts of the new measures follow:

#### LAW RELATING TO BRAKES

"That it shall be unlawful for any common carrier in this State operating an interurban railway by electric power to operate or run upon any railroad in this State any motor car used in regular interurban passenger traffic which is not equipped with an approved power air brake in good condition, and subject to the control and operation of the motorman in charge of such cars, and of sufficient capacity to control the speed of the car. It shall also be unlawful for any common carrier operating a steam or electric railway and engaged in moving traffic between points in this State to operate or run upon any railroad in this State any freight or passenger train which is not equipped, at least, as to a steam railroad 75 per cent and as to an interurban street railroad 50 per cent of the cars in said train, with an approved system of hand brakes in addition to power or train brakes. The hand brakes shall be kept at all times in proper working condition and of sufficient capacity to control the speed of such train. Provided, that the hand brakes upon every passenger coach, both steam and electric, shall be so constructed that they can be operated in connection with the air or power brakes upon such coach. Provided, however, that whenever such power air brake becomes disabled from any cause while such car is in service on any such railroad, then if such car is equipped with a hand brake sufficient therefor it may complete its run; and provided, further, that this act shall not make it unlawful to run a disabled car to the most convenient repair shop upon the road upon which it is then being operated. Provided, that this act shall not apply to city street railway cars or cars engaged in suburban traffic.

#### LAW RELATING TO BLOCK SIGNALS

"After Jan. 1, 1912, it shall be unlawful for any person, firm or corporation which shall own or operate any line of steam or interurban railroad in this State to operate any train or car over such railroad by steam, by electric power or other power unless such railroad is equipped with and has in operation an automatic block signal system for the control of train or car movements thereon, unless the time therefor be extended by such Railroad Commission.

"Power and authority are hereby conferred upon the Railroad Commission of Indiana to extend the time specified when it shall be made to appear to it that a reasonable necessity for such extension shall exist. Provided, that the extension so granted shall not exceed one year. Full power and authority are also hereby conferred upon such commission to relieve any such carrier from the obligations imposed when it shall be made to appear that the volume of traffic or train or car movement over such railroad is such that the same can be dispatched without substantial hazard to life and property over a line not so protected. Full power and authority are also hereby conferred upon such commission to permit, authorize and order in place of the automatic block either a controlled manual block, or a manual block, or a dispatcher's block, or any other form of block signaling that may be hereafter devised or used, if in the judgment of such commission it shall be made to appear that a controlled manual block, or a manual block, or a dispatcher's block, or any other form of block signaling now or hereafter devised or used shall reasonably conserve the safety of life and property, and whenever such order is made by the Railroad Commission and such other form of block signaling is installed, operated and maintained in obedience to such order it shall be taken and held as a full compliance with this act.

"Any person, firm or corporation, receiver or lessee who or which shall violate any of the provisions of this act shall forfeit and pay to the State of Indiana the sum of \$1,000 per