

Reluctant Paternalism: Employee Relief Activities of the Chicago, Burlington & Quincy Railroad in the 19th Century

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In its *Tenth Annual Report* for 1896 the Interstate Commerce Commission summarized a study of "Relations Between Railway Corporations and their Employees." The Chicago, Burlington & Quincy, noted the commission, was one of five roads in the United States with "an organized relief association" as a "regular department of the company's service" [7]. (See also [5 and 6].) The distinction was ironic. Charles Elliott Perkins, the Burlington's strong-willed president, was a militant antipaternalist. Officers of railroads, he declared in a widely distributed policy memorandum,¹

however much they may personally sympathize with men injured in the service, or with the wives and children of men who lose their lives in the service, or with misfortune generally, have no right to allow their personal sympathy to influence their expenditure of the Railroad Company's money.

Robert Harris, who preceded Perkins as president, held similar views. The railroad, wrote Harris in 1872, was not a "general almoner." Neither employees nor the public had any right to feel that they had "a kind grandmother to take care of them if they get into trouble by a failure to use their own foresight."² Both men were hardened by the grim reports that came across their desks. In the 16-year period 1885-1900 Burlington officers reported more than 25,000 job-related injuries and 1,100 job-related deaths.³

When the railroad did not consider itself liable, it called its contributions "gratuities." Generally, the recipient signed an "iron-clad voucher" waiving his right to sue. The size of "gratuities" varied. A typical death payment was \$100 or \$200. For temporary disability half-pay became the custom. "We make the best settlement we can," explained general manager Thomas J. Potter. "It should all depend on how good a man he is whether you allow him anything or not."⁴

For many the most important help was the promise of a job. A crippled trainman might be transferred to a less demanding run. One Iowa brakeman with a wooden leg became a telegrapher. At

Aurora, Illinois, a former wiper who had lost an arm ran the storehouse "lamp room." Men unsuited to indoor work became watchmen or flagmen.⁵

Potter thought it bad policy to promise "positions for life." He spoke from experience. In 1878 conductor P. F. Swift caught his foot beneath a car wheel. He accepted a settlement of \$200 and the promise of work "during good behavior." Several years later he was fired. "When I ask for employment on other roads," he complained to Potter, "they ask me where I was crippled. I tell them and they say I should look to them for a situation."⁶

At the time of injury the company usually paid the doctor. Robert Harris stated the policy simply, "Where men are hurt we must have them properly taken care of and we thereby become responsible for the immediate expenses incurred legally as well as charitably." Implementation was not so simple. Doctors like railroads charged what the traffic would bear. Neither Harris nor the company attorney could easily evaluate medical bills. The company needed a doctor. In the late 1860s Burlington president J. M. Walker recruited his brother-in-law. Dr. J. Adams Allen, a respected Chicago surgeon, apparently gave much of his advice free. It was not until 1875 that he had the salary (\$1,000 a year) and the title of "chief surgeon" for Illinois. Doctors H. B. and J. J. Ranson performed a comparable role in Iowa.⁷

During the 1870s Dr. Allen continued the old ways of doing business. Attending physicians were selected by chance or designated by local superintendents. In Iowa the Ransoms moved toward a formal medical department. At key points they recognized certain doctors as "assistant surgeons." While the title carried no regular salary, it did mean free passes. Association with the railroad carried prestige. In cases of accident the designated doctors were called first. Each "assistant surgeon," as a condition of appointment, agreed to a standard "fee bill" and to a list of "regulations."⁸

Notwithstanding the new procedures management was unsatisfied. So long as doctors dealt with the company rather than with injured employees, medical bills would be too high. Potter ordered policy changes. Whenever possible the doctor was called in the name of the injured employee. The railroad did not pay any medical bills where it was not liable. When it did pay, it reimbursed the employee directly. There were unanticipated effects. At the time of injury it was often unclear whether the railroad would be found liable or not. The company no longer controlled the choice of a physician. A hostile physician might give "officious" advice. In any case, the railroad lost valuable information about the circumstances of the accident and the nature of the injury.⁹

In 1883 the company reversed its policies again. Burlington, Iowa, was designated medical headquarters for all lines east of the Missouri River. All employee injury cases came under its jurisdiction. As a matter of law an injured employee could not be

forced to use the company doctor. However, if he declined, he must be told "in the presence of a witness" that the company would not be responsible. A written report of his refusal must be sent to the division superintendent. Perkins hoped that if surgeons could be made to feel more like "officers of the company," they would assume more responsibility.¹⁰

In the Burlington's territory there were few hospitals. "We are completely at the mercy of the hotel keepers and boarding house bosses," complained the chief surgeon of the Burlington & Missouri River Road in Nebraska.

These parties are all doing a good business and their houses are full. They do not care to take a wounded man in and they absolutely refuse to make contract by the year. We are in consequence blackmailed for exorbitant charges for damaged bedding, carpets--extra fires &c.¹¹

East of the Missouri River things were little better. In 1876 general superintendent William B. Strong ordered that injured employees who could not be sent home be moved to the nearest division point. He tried to arrange accommodations. In Burlington, Iowa, for example, it was the second floor of the old B & M Land Department building. There was still the problem of nurses and equipment.¹²

The Central Pacific Railroad had built its own hospital at Sacramento. Since it was supported by a mandatory subscription of 50 cents per month from every employee, there was no cost to the railroad. In fact, the subscription surplus was used to pay personal injury settlements! Perkins received an enthusiastic report from Central Pacific management. Following a trip to California in 1882 Potter urged Perkins to establish a similar facility. It would be "an honor and a credit to the parties who furnished the money."¹³

Perkins was not impressed. A railroad had no business involving itself with charity. Forced employee contributions were repugnant. A hospital was a job for "private" (meaning nonrailroad) enterprise. In order to help "private" enterprise along Perkins arranged to have the company lease a building to the Ransoms. It was remodelled and equipped with steam heat. All cases for which the railroad assumed liability were to be sent to "Burlington hospital."¹⁴

In the late 1880s both "Burlington hospital" and the Lines East medical department were abandoned. General manager Henry B. Stone could find no evidence that they reduced costs. In Illinois and in Iowa control reverted to the division superintendents.¹⁵

It is almost a truism that an injured employee could not sue the railroad and win. That was not the perspective of Burlington managers. "The finding of the coroner's jury," complained Robert Harris in 1867, "shows how difficult it is for honest men to do justice to a railroad...." The courts, lamented Burlington president J. M. Walker in 1876, are "drifting from all established rules

and allowing prejudiced juries to make the law of the country." "On general principles," declared T. J. Potter in 1880, "it does not pay to litigate. In the end we get the worst of it."¹⁶

Settling claims was a delicate matter. Sometimes, advised Potter, it was a good thing to "stave" claimants off. On the other hand, when the company was liable, it was best to settle quickly. There was no such thing as a risk-free trial. Even victory involved legal expense. It was safer to pay something and avoid the courts entirely. With or without a lawsuit a settlement was desirable. "It may be very likely that we say no liability today and tomorrow new evidence will turn up which shows we are entirely wrong." It was a rare case in which the railroad did not offer something for a claimant's signature on an "iron-clad voucher."¹⁷

Local knowledge was essential. In what circumstances was a man injured? What was his service record? What was his personality? Did he have dependents? Was he in debt? Had he saved any money? Did he have resources to litigate? What legal talent was available to press his case? What was the attitude of the community? What local laws applied? What was the attitude of local courts? How was a local jury likely to react? Central management was in no position to answer such questions. The company depended on division superintendents.¹⁸

Results were not always satisfactory. Potter complained about superficial investigation, inept dealing with claimants, and carelessness in protecting the company's rights. He was never able to understand why the Iowa Division had a poorer record on injuries and settlements than any other administrative unit east of the Missouri River. He also worried about bad examples. "If we establish the practice of paying such high sums," he advised in 1882, "every man who is injured will expect a small fortune and the principle is as bad as a lawsuit."¹⁹

Usually officers were too liberal. But on one occasion the opposite complaint was made. Assistant general manager Henry B. Stone received a petition from employees of the Middle Iowa Division. The new division superintendent had decline to pay burial costs for trainmen killed in the line of duty. "Our rule in Iowa," wrote Potter, "has been where employees were killed they were decently buried whether there was any liability or not, and so far as I remember this order, or rather our custom, has not been cancelled." It was important to have men satisfied with their treatment. There must be no substance to the charge that the railroad was "inhuman."²⁰

In 1880 the board of directors tried to establish more control over personal injury settlements. President Perkins interpreted the order in a formal memorandum. Where company attorneys recognized "a legal liability" officers could pay claims on their own authority. "Clear" cases of "no legal liability" must be referred to the Western Executive Committee. The policy did not mention cases of uncertain legal liability. A further restriction

ordered in 1881 was more clear-cut. Any settlement for more than \$500 must be approved by the third vice-president.²¹

It was the small claim over which local officers had the most control. A high injury rate reflected badly on the division. Formal reports raised questions. When a claim could be settled by continuing an employee's pay or by giving him a new assignment, why make a report at all? The Chicago office was properly concerned. Not only was central management denied information. Without a report the employee did not sign an "iron-clad voucher." The company could still be sued. "It is our wish to deal liberally with the men," warned Robert Harris in 1871, "... but it is bad policy to cover up either their misfortunes or carelessness by continuing their names on the Pay Rolls."²²

One alternative to company relief was private insurance. In the 1860s Harris joined other Chicago railway executives in promoting the Provident Life Insurance and Investment Company. From the beginning the experiment was troubled. In order to cut costs the Provident used railway officers as agents. Shop foremen, it was alleged, pressured subordinates to buy insurance. Low rates, heavy claims, and prompt payments rapidly exhausted the treasury. After December 1868 the Provident wrote no more policies.²³

Harris did not give up. In the 1870s he authorized agents for the Travelers Life and Accident Insurance Company of Hartford, Connecticut, to solicit business from Burlington employees. Agents enjoyed free transportation. They had access to shops and round-houses. They made presentations on company time. Despite a long-standing policy prohibiting employees from assigning their pay, the Burlington agreed to deduct premiums from paychecks. Most significant of all, it excluded competition. "There are a good many 'wild cat' companies out West," rationalized T. J. Potter, "and it would be well for us to get all the men insured by one company under the same plan."²⁴

During the 1880s there was pressure to break the monopoly. Several general managers endorsed an application from the Insurance Company of North America. The Travelers, argued Henry B. Stone, was not the only respectable company. By suppressing "healthy competition" the special arrangement cost employees money. It discouraged them from securing adequate insurance. It contributed to the popularity of union insurance -- which could not be frozen out anyway. Perkins agreed. Special privileges were withdrawn. Payroll deductions were available to all major companies -- in return for a five percent fee. By June 1888 four companies shared the business of Burlington employees.²⁵

During the strike of 1888 the Brotherhood of Locomotive Engineers urged insurance companies not to write policies for Burlington "scabs." Several, including the Travelers, complied. At the same time they told Burlington officials they were doing business as usual. Burlington vice-president J. C. Peasley hired Pinkerton detectives to learn the truth. His worst fears confirmed,

Peasley expelled the Travelers from all CB&Q lines. At the time his action was symbolic. But some day the Travelers would want to return. Peasley resolved not to forget.²⁶

The alternative to outside insurance was a company plan. There were several precedents. Organized in 1873 the Protective Association provided cheap, simple coverage. When any member died, there was a one-dollar assessment. As the group grew, the frequency of assessment increased -- but so did the size of the benefits. The company had no legal relation to the Protective Association and contributed nothing to its support. Association officers, however, were all Burlington executives.

Membership reached a high point of 1,800 about 1880. After that it declined. Because of the awkwardness of collecting hundreds of one-dollar assessments for every death the Association was slow in paying claims. No one could be certain of how many assessments he would have to pay in a single year. There was no provision for injury, sickness, or disability. Even the size of the benefit was unpredictable. By 1885 less than 1,000 members remained. "I am fearful unless we get some outside help," warned Potter, "we shall have to let the thing go to the wall." What the vice-president had in mind was a \$600 annual subsidy. Perkins refused. Anything that made employees less "self-reliant" was objectionable in principle.²⁷

As early as 1877 Robert Harris proposed company insurance. In the aftermath of labor violence several companies had instituted such programs. Harris was especially impressed with the Philadelphia and Reading plan, about which he made extensive inquiries. His own proposal began with the establishment of two funds: an accident insurance fund of \$10,000 and a life insurance fund of \$15,000. While all employees were eligible, participation was voluntary. Before trainmen or enginemen could join they were required to withdraw from all organizations that supported strikes or that were antagonistic to the "interests of the company."²⁸

When Harris made his proposal he was fighting Perkins for control of the company. Predictably Perkins objected. By "giving something for nothing" subsidized insurance would ruin employee morale. In several long letters -- undoubtedly circulated to the board -- they discussed paternalism, motivation, the "tone of the service," and esprit de corps. Insurance was only one of several issues. Personality no less than philosophy was involved. Harris had some support on the board. Perkins had more. With the change of command company insurance was shelved for another 10 years.²⁹

On 17 January 1889, the board approved a comprehensive sickness and accident insurance program. The impetus came from Boston. It was, wrote John Murray Forbes, CB&Q board chairman, "rather a popular idea among stockholders." The Burlington's owners were doubtlessly influenced by the Santa Fe, the Pennsylvania, and the Baltimore & Ohio. All had organized company plans in the 1880s. In each case company insurance was designed to lessen the burden

of personal injury litigation. In 1884, 1885, and 1886 (on lines east of the Missouri River alone) the CB&Q paid nearly \$50,000 a year for employee injury and death settlements. During the strike year of 1888 the amount rose to \$86,000! The strike encouraged company insurance in another way as well. About 98 percent of Burlington system engineers and firemen left their posts. "In a number of cases," advised vice-president George B. Harris, "the men would have continued work and left the Brotherhood but for the insurance." If the company would eliminate unions, it must provide an alternative.³⁰

As an insurance program the Burlington Voluntary Relief Department provided impressive benefits. Employees were divided into five classes. In the first were those earning less than \$40 per month; in the fifth those earning more than \$100. Basic monthly contributions ranged from \$.75 to \$3.75. For each day of disability a member received from \$.50 to \$2.50. After 52 weeks "sickness" benefits stopped. Accident benefits continued indefinitely. Both sickness and accident victims received free surgical care. There were also death benefits.³¹

It was essential to the success of the plan that most employees join. In absolute terms membership rose from 5,027 in 1889 to 19,445 in 1901. Proportionate membership rose, too -- even in depression years. The high for the decade was 61.81 percent in 1898. Men in hazardous jobs joined more readily than others.³²

Membership gains did not come automatically. On 15 June 1893 there was a special conference in the Chicago office of J. C. Bartlett, the Relief Department superintendent. Company attorneys, general managers, and vice-presidents were there. Perkins made a special trip from Boston to attend. The result was a four-part policy:

- (1) General Managers and other officers shall use their influence to induce their subordinate officers, heads of departments, and other employees to become members of the Relief Fund.
- (2) In employing men in any department preference shall be given, other things being equal, to applicants who have become members of the Relief Fund; also, in the reduction of force, members of the Relief Fund are to be retained, other things being equal.
- (3) When an employee is off on account of disability, and his relation to the Company is such as to warrant the continuance of pay for a certain time during disability, the Company will only allow the difference between his pay and what he might receive from the Relief Fund if a member in the highest class to which he is eligible.
- (4) All applicants for positions as train, engine, or yardmen must be examined by a Medical Examiner of the Relief Department, and their employment is conditioned upon such examination proving satisfactory. This rule

shall be extended, as far as practicable to cover applications from all other positions in the service.³³

Vice-president Peasley went further. In employing new men in the accounting and audit departments, he announced in 1893, it would be "a condition precedent that they shall agree to join the Relief Association." Furthermore, no increase in pay would be granted to any present employee eligible for membership until he joined. Vice-president George B. Harris was enthusiastic. "Why should we not pursue this course with all departments," he wrote his general managers, "and permit it to be departed from only in those cases where you give special authority?"

Three of the general managers were silent, but George W. Holdrege responded bluntly. Peasley's policy made the term "voluntary" meaningless. The rule prohibiting advances in pay was "*practically a requirement for all men to join.*" The policy was not extended.³⁴

The hostility of some line officers was significant. The Relief Department was not just an insurance plan. It was a formal staff department. As such it intruded into the relations between workers and managers. Division superintendents could no longer use "gratuities" as a system of rewards and punishments. Nor could they disguise small accidents by keeping injured men on the payrolls. The number of Relief Department injury claims during the 1890s was vastly greater than the "serious" injuries previously listed in annual reports. The Relief Department maintained a staff of salaried medical examiners located at key points in the system. Since physical fitness was heavily stressed in railroad personnel decisions, routine physical examinations had an enormous impact on hiring, promotion, and placement.

Medical judgments were not always separable from personal ones. The case of H. C. White is illustrative. Because of a bad knee White had quit the Hannibal & St. Joseph (one of the Burlington's proprietary lines). In March 1891 he applied for reemployment. The local medical examiner at Brookfield, Missouri, found nothing wrong with him. But in Chicago, medical director C. H. Williams discovered a long history of disability claims. S. E. Crance, the Hannibal & St. Joseph superintendent, was advised that White had been rejected. By identifying malingerers, explained Bartlett, "the Relief Department can aid in improving not only the physical, but also the moral standard of the service."³⁵

The case of William J. Adams brought Bartlett and Crance into open conflict. From 22 October 1889 (when Adams was hired as a switchman) to 18 February 1891, he was disabled 237 days or 48 percent of the time. His complaints (for which he received \$334.50 in disability benefits) included "sciatica," "diarrhea," "lumbago," "boils," a "sprained foot," and an "inflamed eye." Bartlett intimated that Adams should be discharged. Crance found the suggestion incredible. To remove "an old and faithful employee" under such circumstances was immoral. A Relief Department that cut expenses

by getting burdensome workers fired was a fraud. He could no longer retain his membership; nor would he advise others to join. W. C. Brown, general manger of the Missouri Lines, backed Crance up. An operating superintendent, he wrote J. C. Peasley, was better qualified than a department head to say if a man should be fired.³⁶

Such protests may have stimulated caution. They did not change the final outcome. Relief Department records were the earliest systematic personnel files in Burlington history. The Relief Department superintendent was often involved in labor negotiations. The Relief Department medical director commanded the company police in the Pullman Strike of 1894. And in 1908, when the Burlington did establish a formal "Employment Department," it was under the jurisdiction of the Relief Department.³⁷

It is doubtful that any Burlington executive of the 1890s fully realized the organization implications of the Relief Department. To Perkins its justification was simple. By forestalling lawsuits in employee accident cases it saved the company money. Every member was bound by contract. If the employee sued the railroad, all benefits would be withheld. If the suit proceeded to judgment (or if it were compromised), benefits were forfeited. In other words, even if the employee lost his suit, he still lost the benefits. Potential litigants were urged to compare immediate and certain assistance through the fund with delayed and doubtful action in the courts.³⁸

These arrangements, asserted J. C. Bartlett, saved many thousands of dollars. Between 1 June 1889 and 31 December 1900, 557 members had died from on-the-job injuries. In 492 cases (88 percent) the heirs elected to receive benefits from the fund. The average benefit was \$823.65. In the remaining 12 percent of the cases (settled by the company) the average payment was \$1,956.24. Since only the more difficult cases went to the company, the superintendent's argument lacked conclusiveness. Nevertheless, Perkins was convinced.³⁹

Miranda Wymore had a different view. Her husband, John Wymore, was a section foreman at Mullen, Nebraska. Shortly after 2:00 A.M. on the morning of 25 August 1890, he left home to escort a young woman to the station. As they walked along a side track, they passed a westbound freight awaiting the passage of an eastbound passenger train. Wymore could not have known that the switch to the main track was jammed open or that the eastbound train was approaching at a high rate of speed. His body was found in the rubble.

Immediately after her husband's death Miranda Wymore applied for his death benefit. She received the \$500 "in full satisfaction and discharge of all claims and damages...." Subsequently she sued. Her attorney alleged duress. The company had threatened to evict her and her eight children from the section house unless she signed the release. Moreover, the Relief Department contract was "against public policy," because it attempted to relieve employers from liability for negligence.

In January 1894 the Nebraska Supreme Court delivered its verdict. Since the lower court excluded all testimony on threats, it refused to consider the issue. Most of the decision dealt with liability. "The deceased did not waive his right of action, but only provided in the contract that the receipt by his beneficiary of the death benefit should constitute a release...." By "voluntarily" accepting the benefit Mrs. Wymore had waived her right to further action. The Wymore decision was the first of a series of state court verdicts in favor of the Relief Department.⁴⁰

Apparent success was a prelude to disaster. Section 2071 of the Iowa Code imposed a special liability on railroads in employee injury cases. Organized trade unionists agitated for four years to broaden it. The so-called Temple Amendment of 1898 was aimed directly at the Relief Department.

....Nor shall the acceptance of any such relief, insurance, benefit, or indemnity by the person injured, his widow, heirs or legal representatives after the injury ... constitute any bar or defense.

In *McGuire v. C. B. & Q.* (1906), the Iowa Supreme Court rejected the company's plea that the amended statute violated the Fourteenth Amendment of the US Constitution. Justice Weaver had harsh words for the Relief Department. While membership was legally "voluntary, the company classified those who refused to join as 'thoughtless and improvident.' When the service was cut back they were 'first to go.' Such tactics savor of moral coercion." Instead of disinterested charity the fund was a clever device to get employees to "pay their own losses."⁴¹

J. W. Blythe, CB&Q general solicitor, found the decision disheartening. He might appeal to the US Supreme Court. Yet the issues were "very difficult and susceptible of decision either way." "In the present state of public opinion," he warned George B. Harris, "I should perhaps have less confidence than in ordinary times." Perhaps the company should abolish the department.⁴²

Blythe's suggestion showed no understanding of the Relief Department's organizational role. Historically he was 63 years premature. Not until the Burlington Northern merger of 1970 would the Relief Fund finally be laid to rest. In the meantime it had substantial impact on the Burlington's development. But how shall we characterize that impact? Was it ultimate betrayal of Charles Elliott Perkins's antipaternalism? If so Perkins had company. His views both typified and dominated the views of Burlington management.

In fact, neither Perkins nor Harris should be judged for his moral philosophy. They were businessmen caught up in events and under terrible pressure from constant change. Perkins tried to maintain the fiction that an employee's personal welfare could be contractually separated from his relation to the company. For Harris it might have been merciful to turn off human compassion during business hours. His self-conscious discourses on executive duty suggest that he tried.

In addition to their own consciences railway officers faced the expectations of employees. "Morale" was hard to define; but after a terrible decade of strikes and radicalism it was increasingly real in the minds of managers. There were also public expectations. It was bad business and bad politics to be considered "inhuman" in one's dealings with employees.

By 1889 Burlington executives looked back on a dismal record of unsuccessful experiments: "gratuities"; insurance companies; the hospital; the surgical department; the Protective Association. They had endured the most damaging strike in Burlington history. Labor unions were menacing and aggressive. The costs of personal injury settlements had never been so high. Railway commissions and legislatures showed increasing interest in employee accidents. Charles Elliott Perkins did not ignore such things. But he did reduce them by a common denominator. "The justification for the Relief Department," he wrote in 1895, "must be that it pays.... That it does pay directly, we know from the figures."^{4 3}

NOTES

1. The basic source for this study is the Chicago, Burlington & Quincy Railroad archives located in the Newberry Library, Chicago, Illinois. Unless otherwise specified all unpublished sources are from that collection. Much of the collection has been catalogued in [2 and 8]. Reference numbers in notes refer to the common classification in those two guides.

2. C. E. Perkins, memorandum on "The Management of Employees," 17 January 1885; Robert Harris to A. J. Mattson, 21 November 1872, 3/H4.1, XXIX, 190.

3. Statistics compiled from manuscript annual reports of C. B. & Q. Lines East (f32.13); C. B. & Q. Lines West (f62.12); Chicago, Burlington & Kansas City Railroad (f8C4.1); Kansas City, St. Joseph & Council Bluffs Railroad (f8K6.1); Hannibal & St. Joseph Railroad (f8H2.1); St. Louis, Keokuk & Northwestern Railroad (f8S7.1). Note: Death statistics for the roads and time period listed seem reasonably accurate. Since division superintendents listed only "serious" injuries, injury totals are far too low.

4. Robert Harris to H. Hitchcock, 19 February 1870, 3/H4.1, XIX, 268; T. J. Potter to H. Hitchcock, 27 September 1880, 3/P6.1, XXVI, 492; T. J. Potter to J. F. Barnard, 4 July 1881, 3/P6.12, I, 248; T. J. Potter to George W. Ristine, 24 February 1882, 3/P6.13, XIII, 128; T. J. Potter to J. F. Barnard, 20 November 1882, 3/P6.13, VI, 281.

5. Robert Harris to C. H. Chappell, 16 May 1887, 3/H4.1, X, 197; G. W. Rhodes to H. B. Stone, 17 March 1885, 3/P6.37, No. 3; Robert Harris to F. H. Tubbs, 12 December 1870, 3/H4.1, XXII, 20; T. J. Potter to H. B. Stone, 17 September 1880, 3/P6.1, XXVI, 340.

6. T. J. Potter to H. H. Trimble, 8 November 1882, 3/P6.1, XLVII, 284; P. F. Swift to T. J. Potter, 10 June 1884, 3/P6.37,

No. 2; H. B. Stone to T. J. Potter, 23 June 1884, 3/P6.37, No. 2; W. F. Merrill to H. B. Stone, 19 June 1884, 3/P6.37, No. 2; W. C. Perkins to T. J. Potter, 17 April 1878, 3/P6.37, No. 2; W. F. Kearney to T. J. Potter, 7 March 1884, 3/P6.2, G-K.

7. Robert Harris to H. Hitchcock, 15 March 1873, 3/H4.1, XXX, 550; Robert Harris to W. H. Hawkins, 19 September 1867, 3/H4.1, X, 493; Robert Harris to J. Adams Allen, 9 June 1868, 3/H4.1, XII, 459; Robert Harris to W. H. Hawkins, 23 February 1870, 3/H4.1, XIX; Robert Harris to S. Kingsbery, 13 March 1871, 3/H4.1, XXII, 575; Robert Harris to J. Adams Allen, 21 December 1872, 3/H4.1, XXIX, 422; Robert Harris to Frank E. Snow, 21 October 1875, 3/H4.1, XXXVIII, 258.

8. W. B. Strong to Dr. John McDonald, 29 March 1876, 3/S8.2, I, 88; T. J. Potter to H. B. Stone, 10 December 1881, 3/P6.1, XL, 479; T. J. Potter to H. B. Stone, 14 April 1882, 3/P6.13, IV, 176; T. J. Potter to W. B. Outten, 4 May 1882, 3/P6.1, XLII, 348; "Fee Bill and Regulations Governing Physicians and Surgeons when Employed by the Chicago, Burlington & Quincy R.R. Co., Iowa Division, for 1877," 33 1880 8.12.

9. T. J. Potter, circular to "agents and other employees," 6 July 1879, 3/P6.1, XVI, 388; T. J. Potter to W. R. Crumpton, 16 September 1879, 3/P6.1, XVI, 393; T. J. Potter to W. R. Crumpton, 8 September 1880, 3/P6.1, XXVI, 154; T. J. Potter to J. D. Besler, 8 September 1881, 3/P6.1, XXXVII, 343; T. J. Potter to H. B. Stone, 17 February 1882, 3/P6.13, III, 6; T. J. Potter to W. B. Outten, 4 May 1882, 3/P6.1, XLII, 348.

10. T. J. Potter to C. E. Perkins, 10 December 1883, 3/P6.16, VI; C. E. Perkins, memorandum regarding reorganization of the surgical department, 11 December 1883, 3/P4.92; C. E. Perkins to T. J. Potter, 5 October 1883, 3/P6.36, No. 8; T. J. Potter to C. E. Perkins, 3 January 1884, 3/P6.16, VI.

11. Robert R. Livingston to G. W. Holdrege, 8 February 1887, 3/P4.56, No. 8.

12. W. B. Strong to T. J. Potter, 11 April 1886, 3/S8.2, I, 294; W. B. Strong to T. J. Potter, 4 May 1876, 3/S8.2, II, 45.

13. A. N. Towne to C. E. Perkins, 30 January 1880, 33 1870 3.6; T. J. Potter to C. E. Perkins, 12 March 1882, 3/P6.16, III.

14. C. E. Perkins, memorandum regarding Burlington hospital 25 November 1881, 3/P4.92, 4; T. J. Potter to H. B. Stone, 7 December 1881, 3/P6.1, XL, 397; C. E. Perkins to T. J. Potter, 16 December 1884, 3/P4.1, II, 145; C. E. Perkins to Charles Whitehead, 18 June 1886, 3/P4.1, X, 419.

15. T. J. Potter to C. E. Perkins, 24 September 1886, 3/P4.56, No. 6; T. J. Potter to H. B. Stone, 4 October 1886, 3/P6.13, XVIII, 219; C. E. Perkins, memorandum, 26 November 1887, 3/P4.92, 271; H. B. Stone to W. H. Holcomb, 15 December 1888, 3/H5.24, 306; C. M. Higginson to T. S. Howland, 4 June 1892, 3/P4.5, Series 4, No. 8.

16. For a discussion of problems of litigation see [1]. Robert Harris to W. H. Hawkins, 21 November 1867, 3/H4.1, XI, 145;

J. M. Walker to C. E. Perkins, 1 July 1876, 3/P4.4, 1876; T. J. Potter to W. R. Crumpton, 22 April 1880, 3/P6.1, XXII, 31.

17. T. J. Potter to W. C. Perkins, 7 February 1881, 3/P6.1, XXX, 253; T. J. Potter to W. C. Perkins, 25 January 1881, 3/P6.1, XXIX, 490.

18. T. J. Potter to George Alexander, 16 June 1879, 3/P6.1, XIV, 293; T. J. Potter to H. Hitchcock, 18 June 1879, 3/P6.1, XIV, 320; T. J. Potter to H. H. Trimble, 17 October 1882, 3/P6.1, XLVII, 73; W. F. Merrill to T. J. Potter, 8 January 1887, 3/P6.35; C. M. Levey to T. J. Potter, 8 January 1887, 3/P6.35; George B. Harris to J. W. Blythe, 20 September 1890, 3/H5.15, XXXIII.

19. T. J. Potter to A. W. Boyle, 10 August 1878, 3/P6.1, VII, 335; T. J. Potter to W. P. Moore, 6 October 1879, 3/P6.1, XVII, 289; T. J. Potter to J. D. Besler, 26 November 1880, 3/P6.1, XXVII, 426; T. J. Potter to W. C. Perkins, 8 December 1880, 3/P6.1, XXVIII, 132; T. J. Potter to J. W. Smith, 30 August 1882, 3/P6.13, V, 379; T. J. Potter to J. W. Blythe, 4 February 1882, 3/P6.13, II, 231; T. J. Potter to J. W. Blythe, 20 February 1885, 3/P6.1, LXI, 353; T. J. Potter to H. B. Stone, 18 February 1886, 3/P6.13, XVI, 244; T. J. Potter to L. O. Goddard, 7 March 1882, 3/P6.13, VI, 18.

20. T. J. Potter to H. B. Stone, 25 June 1884, 3/P6.13, XI, 35; T. J. Potter to H. B. Stone, 5 August 1884, 3/P6.13, XI, 231.

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