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W. A. COLSTON

**Director, Division of Finance, Interstate Commerce
Commission**

**An address, delivered at the 33d annual
meeting of the Railway Accounting Officers
Association, Atlantic City, June 8-10, 1921**



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Railway Accounting Officers Association
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UNDER SECTION 209 OF THE TRANSPORTATION
ACT, 1920**

W. A. Colston

Director of Finance of the Interstate Commerce Commission

PRESIDENT J. G. DREW: Ladies and gentlemen, we have with us this morning a gentleman who needs no introduction to the members of this Association. He is one of the older members—I won't say how old—and he has very kindly consented to talk to us a little while this morning on a matter in which we are all vitally interested. I take great pleasure in introducing Colonel W. A. Colston, Director of the Division of Finance of the Interstate Commerce Commission.

COLONEL COLSTON: Mr. President, ladies and gentlemen: I am not making a prepared speech. I am glad to have the opportunity of having a little practical talk on a subject that I know is of importance to all of us who are interested in closing up the accounts of the difficult period through which the carriers have partly passed and through which we hope they will pass successfully.

There is a rule in the drill regulations of our army with respect to carrying out orders or instructions, and that is, that when you don't fully understand the order you shall consider your mission and do the most reasonable thing that occurs to you, and this rule is emphasized by the statement that in case of doubt, almost any reasonable action is preferable to inaction. Now I think, in settling up the accounts under the guaranty of section 209, if we don't do something we will crucify the carriers on the cross of inaction.

We have been hoping to get a decision in the most important or most troublesome factor affecting the settlement of these accounts, and that is in the matter of maintenance. We have not been able to get such a decision and I do not believe that we can entertain any great hope of obtaining a general ruling in the very near future. Therefore, the proposition faces us squarely, that if we can't get the ideal, what we would like to have, a rule for everything, we must get the next best thing, we must do something reasonable, or at any rate do something.

I think I have a way to suggest out of this trouble. Only

this week I was authorized by the Chairman of Division Four, to whom I was making representations as to the desirability of general decisions with respect to maintenance matters, to put up a specific case or cases. Now my proposition is simply this, under that authority I am willing to put up not only one specific case or cases as a test, but I am willing to put up the case of every carrier that wants to come in and talk the question across the table, and we can get a decision on each case just as well as we can in a general situation. I am willing to go a little further than that. I think that when Congress passed the Transportation Act it did not spend its time legislating just to have us spend our time making nice distinctions in the use of words. Congress meant us to do something. Under the authority given me to put up specific cases it is obvious that if the rule has not been given us by the authority that is to decide the question, it remains for our Bureau and the carriers to reach their own tentative principles upon which to propose these cases for settlement.

We can't steer any ship except by the use of the compass, or some other guide, as the stars, or a light house, or a fog bell. Now, if we can't get an accurate compass, if we can't see the stars, if we have to depend on the sounds of a fog bell, let's use that, steer the best course we can, and put that chart up to the Commission and have them say it is right or it is wrong. At any rate we must have some tentative guide in order to put up the specific case as to which we have been promised action.

In order to do that I am going to talk today upon these fog bell indications. We have to start in our conferences upon some basis and I would have you understand that what I am saying now is not the authoritative decision of the Commission. It is not the decision of the Commission at all. It is largely personal opinion, although I go further than that, I will say it is the opinion of the Bureau of Finance because it is the opinion not only of myself but of my accounting and engineering assistants. It is the plan or scheme or idea upon which we are willing to enter into a discussion as well with one carrier as with every carrier that wants to come in and try to get a settlement and get the money that is due it, and which most of you need very badly. I am giving this as a tentative plan, as an attempt to do that reasonable thing contemplated in that rule in the army regulations that I referred to in the beginning. I am going to state what the Bureau of Finance thinks is the way this should be settled, that is not necessarily the way that the Commission approves or disapproves, but it is the result of our best thought,

and the result of an effort to get somewhere and to do something. So you please understand, when I speak of methods from now on, it will be the methods I think we should follow, the methods that our Bureau thinks should be followed, and the methods that the carriers are invited to criticise when they come to talk to us. It is not a promulgation of the Commission but it gives us something upon which to base our work.

Another rule of the army regulations with respect to doing anything and making any decision is to consider your mission, that which you are put out to accomplish, and that is what I purpose doing in attempting to make these settlements that I invite you gentlemen to come down to Washington, beginning with next week, and attempt to make with us. Considering our mission, I believe we shall get away from a lot of this difficulty that we have experienced, a lot of this argument that we have had, if we will just consider the mission.

The law not only gives us indications to derive the mission from, it tells us our mission in plain words. The proviso that we are instructed to enforce requires that the result shall be as nearly as possible the same amount, character and durability of physical reparation, and that is the mission that our Bureau understands it is to fulfill. I do not think we should indulge in nice distinctions between cost of labor and price of labor. It seems to me that we have had too much discussion on immaterial things in that respect. At the hearing before the Commission both sides to the controversy spoke of what was done in the conferences in which the preliminary drafts of the contract between the Director General and the carriers were drawn up. In the first place, that contract is not like the ordinary contract between man and man, where each side can say what it may wish to put forward. In the second place, it was not drawn up by those who are actually parties to the contract. The few representatives of the railroads that spoke with the few representatives of the Director General did not represent officially all of the railroads. And furthermore, the law distinctly says that the rules shall apply to those carriers that did not sign the contract as well as to those that did sign the contract, and, therefore, even if there were a meeting of the minds of those who signed the contract, you could not hold the carriers that did not sign the contract. So I submit that we have had entirely too much discussion of nice distinctions between cost of labor and the price of labor. I think we can well afford to forget everything that was done in these preliminary conferences and base the settlements on the plain provisions of our laws and our constitution. In fact, even if there had been a

meeting of the minds between the few who participated in drafting the standard form of contract and the representatives of the Government had obtained concession beyond the law, the law itself would govern, because the Director General was the representative of the President, and the President had given certain guaranties, and the law had carried certain guaranties into effect, and all actions of the President's representatives must be interpreted in the light of carrying out these guaranties.

So I think that we should not waste any time discussing the substitution in these preliminary drafts of the words "price of labor" for "cost of labor" or vice versa, or the omission of the word "inefficiency." We must take the contract as it is written, because when it was submitted it was submitted to carriers either to accept or to have a lawsuit. You couldn't change that contract. If it wasn't worded the way you wanted it to be worded you couldn't refuse it, and you had only two remedies, one the acceptance of the contract, and the other a lawsuit. You couldn't change it one jot or tittle.

Therefore, I think that the basis for us to build our construction upon is the basis of the law itself, and, therefore, we must trace the history of the law itself, and when we do that I think we shall get away from the clouds that surround this discussion of the substitution of the accounting tests for physical tests. There hasn't been any substitution of anything for the physical test. The physical test is provided as the final result that we must accomplish, and there is provided merely an accounting method for enforcing the physical test; and the result must be as nearly as practicable the same amount, character and durability of physical reparation. Less than that would be unfair to the carrier. More than that would be unfair to the United States. We must, as nearly as practicable, apply that test and that result, and that is our mission.

Now let's trace this thing as briefly as we may. In the President's Proclamation, when he took over the railroads, and in the paper annexed to that proclamation, he stated that there were two things that we must be assured of, first, that the railway properties should be maintained during the period of Federal control in as good repair and as complete equipment as when taken over by the Government, and, second, that the roads should receive a net operating income equal in each case to the average net income for the three years preceding June 30, 1917. The President promised to recommend those things to Congress, and he did recommend those things to Congress. He specifically recommended an unqualified guaranty to the

railroads that their properties should be maintained throughout the period of Federal control in as good repair and as complete equipment as at that time, and that the several railroads should receive under Federal management such compensation as might be equitable and just alike to the owners and to the general public. Two things. The ordinary two things that are provided for in a contract between landlord and tenant, maintain the property and pay a fair rent or return for the property.

Now Congress started in to consider those recommendations and then it was made to appear to Congress, as you will find from tracing legislative history of the Act, that although these two things were ordinarily treated as separate, nevertheless under the system of accounts laid down by the Commission, pursuant to Section 20 of the Act, there was an inseparable connection between maintenance and income and that, therefore, although the President had considered the two things entirely separately, and as entirely distinct, it must be recognized that there was an inseparable bond between the two, and that provision must be made to recognize that fact and Congress legislated with conclusive knowledge of the accounting classifications which had the force of law. Therefore, although Section 1 of the Federal Control Act provided "that the property should be returned in substantially as good repair, and substantially as complete equipment as it was at the beginning of Federal control," Congress recognized then that if during Federal control the carrier had over-maintained its properties you might still comply with that covenant and not give the carrier as much as it was entitled to, because the carrier would have reduced the income that it was entitled to claim during Federal control because of over-maintenance in the test period. On the other hand, if a carrier had under-maintained its properties and you made a double allowance—

(1) of income realized after under-maintenance or insufficient maintenance had been deducted, and

(2) then full maintenance,

you would be giving it more than it was entitled to. So Congress went a little beyond what the President had said in his proclamation, and provided that the United States should be reimbursed by deductions from the just compensation, or by other means, for the cost of any additions, repairs, renewals and betterments to such property not justly chargeable to the United States; recognizing that with compensation based on income for the test period, in the case of under-maintenance during the test period if the Government fully maintained the properties during Federal control it would be undertaking a

greater maintenance than the carrier was entitled to, therefore, it should deduct from full compensation enough to bring down the allowance for maintenance to the standard actually observed in the test period by the carrier. And it was provided that in making these adjustments consideration should be given to the amounts expended or reserved by each carrier for maintenance and repairs, renewals and depreciation during the three years ended June 30, 1917, and the condition of the property at the beginning and at the end of Federal control, and any other pertinent facts and circumstances.

Under the original conception of this matter as declared by the President, you would not have to pay any attention at all to what you spent for maintenance during the test period. All you would have to do would be to compare the property at the beginning with the property at the end of Federal control and determine whether it had been maintained in substantially the same condition, but Congress recognized that inseparable connection between income and maintenance, and provided for making these adjustments upon a consideration of amounts expended or reserved. Now we are getting down to this accounting test, not substitution of accounting test for a physical test, but a substitution of a comparison of what was spent or reserved and shown in the accounts in one period, with the amounts spent or reserved and shown in the accounts of another period, instead of a comparison of the condition of the property at the beginning and at the end of the period, and you have still the physical test, but have substituted the accounting test for an inspection test; that is all you have done, and I think if we realize that we will clear away all these clouds that result from talk of a substitution of an accounting test for a physical test. The physical test is there just as truly as it ever was, but the test is not to maintain the property in as good condition as it was at the beginning of the period throughout, but to maintain the same relative amount of maintenance in the one period as was maintained in the other period, and that has to be determined from the accounts of the carrier, and can only be determined from those accounts. I do not think it is necessary to go to any great length in tracing the legislative history of the Act, but we may refer briefly to the fact that the Commission reported to Congress that there was no fixed standard of maintenance, and that there was an inseparable connection between maintenance and income, and therefore Congress acted with that knowledge. Then,

when the contract was drawn we had the original covenant of maintaining the properties in the same condition during Federal control that they were in at the beginning of Federal control, and the proviso growing out of the realization of the inseparability of income and maintenance, and it is the proviso we are directed to enforce. In the Transportation Act what we are directed to enforce is the proviso, not the rule, of the standard contract. And, furthermore, the House Conference Report on the Transportation Act states that the purpose of these adjustments referred to in Section 209 is to make the income of the guaranty period properly comparable with the test period income as defined in the Federal Control Act. So what have we as a necessary result? It is that we still have the physical test, that the end to be obtained is the same amount, character and durability of physical reparation, that the yardstick to be applied is the accounting system prescribed by the Commission and observed by the carriers, and that certain adjustments are made in those accounts because of the fact that, although the accounts are the measure, we know that they must be adjusted because of the changes which occurred after the test period, which, of course, could not have been reflected in the accounts of the test period, difference in the cost of labor and material, and differences in the use and amount of property. So the inquiry is substantially this, what would have been the change in the accounts of the test period if the same rules and regulations of accounting had been observed, which are the rules prescribed by the Commission, and the conditions of the guaranty period had obtained in the test period? The answer to that question gives the amount to be allowed, or the maximum amount to be allowed.

Let us take up some of the principal points of difference. At a hearing before the Commission it was contended on behalf of the carriers that equalization or adjustments should be applied to depreciation as well as to any other amounts. Now, applying the rule to which we have brought ourselves, can we not all see that, regardless of the greatest supposed increase or decrease in the amount of labor and material during the test period, there would not have been a penny change in the amount of depreciation charges for that period, therefore, your answer must be during the test period there would have been no change in the amount charged for depreciation even for an infinite change in the cost of labor and material, and, therefore (and this has been concurred in by practically all the ac-

counting officers with whom I have discussed the matter in a preliminary way), we will not endeavor to adjust depreciation, and by the same token we will not adjust retirements based on original cost, but when it comes to making an adjustment in a proper case it is our intention to allow for every change in the cost of labor and material, which includes not only changes in prices of labor per pay-roll hour and other unit paid for, but also the relation of time paid for to effective time of work, differences in the efficiency and cost of labor due to changed personnel, and any other elements affecting the aggregate cost of labor necessary for the standard of maintenance observed by the carriers respectively during the test period. That is, for the purpose of these tentative reports and proposed reports, the Bureau of Finance purposes to allow increased cost of material in place.

I think that if we reach that as a basis, understanding that we will cut out any adjustment for depreciation and retirements for the reasons that are patent to all of us as accountants, we can quite quickly get on common ground except for the matters of increased use and increased amount of property. Those are amounts that are not capable of definite measure and ascertainment, but following in part in what I have to say a statement made by Mr. Rea, of the Pennsylvania Company, before the Senate Committee on Interstate Commerce recently, I invite attention to this proposition, that while adjustments for differences in the amount and use of properties involved are not merely matters of accounting to be settled by the application of fixed and unalterable rules that may be followed by accountants and statisticians, and many adjustments may present serious practical questions not to be anticipated by any rules or formulas, nevertheless, within the limits required by a practical and a substantial settlement of these matters, following the maxim that we should do something rather than nothing, certain general rules may be determined by men who have had actual extensive experience in the railroad field. Carriers are invited to appoint representatives to meet the representatives of our Bureau to consider and recommend fair workable formulas for the determination of these questions, that is, the question of use and increased amount of property, reserving to any carrier involved in a determination the right to show that in its case the general rule works inequitable results; that is the only way that I see in which we can get at a determination of these matters. The work that has been done by the Sub-committee of the Adjustment Committee of the Executives' Association in that regard

is apparently equitable in the main; possibly we can not improve upon those rules, possibly we can simplify them. We do not expect to get absolute accuracy. We can not establish a relation of cause and effect in every case, but the result measured by the rule must be substantial, and it must be reasonable, and it must be a simple one and a workable one.

Possibly it would be well for me to indicate a syllabus of the tentative principles we propose to use in the Bureau in discussion with you gentlemen, when you come down to talk these matters over with us.

First, our rule is that in fixing the maximum amounts to be included in operating expenses for maintenance under the guaranty of section 209 of the Transportation Act, 1920, we will, as far as practicable, under the accounting test established by the proviso of section 5 of the standard contract, fix such amounts as would have resulted during the guaranty period in the same amount, character and durability of physical reparation as was applied to the respective carrier properties, during an average six months of the test period, three years ending June 30, 1917, making due allowance for differences in the amount and use of the properties involved.

Second, in making the adjustments for changes in cost of labor consideration will be given to all changes of any character which affect in any way the labor cost of material in place, and will include not only changes in price of labor per payroll hour or other unit paid for, but also the relation of time paid for to effective time of work, differences in the efficiency and cost of labor due to changed personnel, and any other elements affecting the aggregate cost of labor necessary to effect the standard of maintenance observed by the carriers respectively during the test period.

Third, in fixing the maximum maintenance allowance for the properties during the guaranty period, all charges representing depreciation and repairs will be computed upon the same bases for the guaranty period as were used in the test period.

Fourth, and this fourth item now has reference to the accounting test—as I stated to the Committee on General Accounts about a year ago, and as was indicated by Commissioner Meyer yesterday, the adjustments provided in Section 209 are adjustments of limitation. It is as though we had a tunnel gauge, and you passed the load through the tunnel gauge. If the load is too small, or smaller than may go through, we don't expand it, but if it does not pass through the gauge we must bring it down. If the adjustments were not provided for, it

is obvious to all of us that what appears on the books of the carriers under the accounting rules of the Commission would determine what is the railway operating income. When the adjustment is put through this tunnel gauge these accounts must pass, and therefore we can not allow and we can not consider, or we should not attempt to think of adjustments or settlements of the guaranty except in relation to the books of the carrier. The adjustment is made of the accounts as they stand upon the books of the carrier. The settlement is made upon those accounts with the limitations which Congress has prescribed. If the limitations had not been prescribed those accounts would stand as written. With the limitations which Congress has prescribed, they stand as the maximum, and there is another maximum prescribed, which is this tunnel gauge of adjustment.

I have been asked by one or two what could this limitation amount to if you announce that the carriers may put on their books everything that they want to claim? If they can properly put them on their books under the accounting rules of the Commission, they are entitled to put them on their books, and from my own point of view, having been a member of this association and having worked with the railroad accountants in the railroad business for twenty-nine years, and an additional year in the Government service, rounding out thirty, having reference to that professional integrity that Commissioner Meyer yesterday referred to, I have no hesitancy in adopting as a basis generally the statement of the accounting officers of the railroads of this country, that what has been put on their books has been put there under the accounting rules prescribed by law and by the Interstate Commerce Commission under the law.

I do not think that any accounting officer will willfully make improper entries in his books merely to support a guaranty claim. I make that statement in a general sense; of course we have black sheep among all of our flocks, but they are so few we don't have to consider them when we talk about this matter. I have no idea that accounting officers are going to set up on their books for the purpose of claiming something under the guaranty anything that they would not set up if the guaranty were not in effect. They are going to keep their accounts to reflect the facts of the business under the regulations prescribed by the Commission and under the law of our country. Now, that being the case, I think we should understand, and I think it will help us to understand, that we start with the accounts as they are on the books of the company. Whether

they should or should not be there is a matter for you gentlemen to settle with Director Wylie. We have no jurisdiction in our Bureau over the matter of writing up the accounts. I take those accounts as they are written under the accounting rules of the Commission and as certified by the accounting officers, and as supervised by Director Wylie, and start my settlements with them, and if those accounts are not too big to go through this tunnel gauge they will pass. If they are too big to go through the tunnel gauge, we will scale them down to what we understand to be the maximum prescribed by Congress, and for the time being we propose in our Bureau to allow for efficiency or inefficiency of labor. I can not say that that will be finally so settled by the Commission. The only way we can prove it will be to put up a definite case, as we have been authorized to do, and determine the question in the definite case, and then we will know what the rule is that we have to observe. We will, at least, be doing something. Therefore, we have the fourth note of the syllabus, as we may say, that in the computation of railway operating income or any deficit therein for the guaranty period for the purpose of section 209 of the Transportation Act, 1920, the provisions of paragraph (3) of sub-division (f) of the section are provisions limiting the inclusion for guaranty computation of maintenance expenses to amounts actually charged or chargeable on the carrier's books of account under the accounting rules of the Commission, and do not contemplate any increase in or addition to such charges for the purpose of the guaranty settlement.

That covers practically the whole ground, except the matter of adjustment of the increased use of property and increased amount of property and for that syllabus we may adopt the principle that I have just stated to you, following the statement made by Mr. Rea; not exactly in consonance therewith, although not opposed to it. This is five. While adjustments for differences in the amount and use of properties involved are not merely matters of accounting to be settled by the application of fixed and unalterable rules that may be followed by accountants and statisticians, and many adjustments may present serious practical questions not to be anticipated by any rules or formulas, nevertheless, within the limits required by practical substantial settlement of these matters, certain general rules may be determined by men who have had actual extensive experience in the railway field, and carriers are invited to appoint representatives to meet the representatives of the Bureau of Finance to consider and recommend fair and workable formulas for the determination of these questions in specific

cases, with the right reserved to any carrier involved in a determination to show that in its case the general rule would be inequitable.

Now, upon these five principles, I believe, gentlemen, that we can make a start. I believe we can get somewhere. We can, at least, put up to the Commission the specific cases which it has been indicated would be given consideration. For that purpose, unless I am trespassing too much on your time, I will give the results of a tentative formula which we have worked out and which I have submitted to one carrier to be discussed beginning with the commencement of next week, and it is substantially this, applying these principles as to maintenance of way and structures, there shall first be deducted from the total charges for maintenance of way and structures for the average six months of the test period the following elements:

1. Depreciation.
2. All charges for retirements based on original cost.
3. Assessments for public improvements.
4. Fire losses.
5. Injuries to persons.
6. Insurance.
7. Possibly joint facility accounts.

I have an open mind with respect to the seventh item.

The remaining expenditures, representing material and labor actually expended and directly chargeable to maintenance of way and structures shall be divided so as to ascertain the amount of material and the cost thereof utilized during the average six months of the test period, and such cost shall be equated at guaranty period prices to determine the amount for material allowable for the guaranty period. In addition to the allowance for material thus obtained, the carriers will be allowed all actual cost of labor or other expenses incident to putting such material in place. In ascertaining such guaranty allowance for labor and other expenses incident to putting such material in place, the maintenance of way and structure expenses for the guaranty period shall be segregated similarly to the way in which the test period expenses were segregated after taking out the seven items which I have indicated. The remaining expenses representing labor and material are to be separated between the two elements, and the ratio between the two shall determine the allowance for labor in connection with the allowance for material as we have stated. For instance, if the test period material cost equated at guaranty period prices is one hundred thousand dollars and the total labor cost during the guaranty period was twice the total material cost during the

guaranty period, the labor allowance for the guaranty period will be two hundred thousand dollars. To the items of labor and material thus allowed we shall, of course, add back the eliminated items adjusted as may be proper in each case.

That is a very general rule and we shall have to make an additional computation. Our rule contemplates calculation at one step of differences in cost of labor arising from differences in price and differences arising from factors other than price. And in order that the Commission may know what is involved in the controversy we shall require intermediate adjustments similar to those which are provided for in Exhibits B and C, I think, of the report of the Sub-committee of the Adjustment Committee of the Executives Association, one of which will show the facts up to the point where you adjust for differences in price of labor and for labor paid for but not worked, because of the regulations as to punching the clock, going to and from work on company's time, etc. In other words, it would show the adjustment of the cost of the effective hours of labor regardless of efficiency, and then the second step will be that which is shown by Exhibit C, which is the adjustment for factors other than price, which will include efficiency or inefficiency and any other elements that may affect the cost of material in place. So we would set forth here the result with respect to all the labor costs for the guaranty period.

The recommendation of the Sub-committee is to use accounts 202 and 220 in adjusting labor costs for factors other than price. I have very grave doubt that account 202 should be used. Account 202 has practically nothing to do with the application of material. It is a labor account almost purely and simply; it is the account against which the greatest criticism may be levelled by those who oppose it upon either side. If a carrier has been unable to obtain the labor to maintain its roadway, to keep its ballast sections normal, to slope cuts, to sod banks, to do landscape gardening, to do the other items which are included in account 202, which have little or nothing to do with the application of material, then the inclusion in the formula of the amounts in account 202 would understate the allowance for labor for that carrier. On the contrary, if a carrier, thinking to take advantage of the guaranty situation, maintained its road during the guaranty period as to those items covered by account 202 at a stage entirely in excess of anything it had ever achieved before, it might have doubled the expense chargeable to this account without increasing the amount of material applied, or its worth, and the inclusion of this account would result in over-

allowance to such carrier. It seems we should rather take the labor in all the primary accounts, except 202. That, however, is a matter of detail that we shall be very glad to discuss with you gentlemen when you come down to Washington to talk it over. I simply throw that out as a suggestion, that there is that objection to the formula suggested by the Sub-committee of the Adjustment Committee that includes account 202, which is almost purely a labor account, and has nothing to do with the cost of material in place, while cost of material in place is the rule that we at least will start out upon.

For maintenance of equipment, the same procedure will be followed as I have indicated for maintenance of way and structures, except we will make a separate ascertainment for—

1. Steam locomotives.
2. Other locomotives.
3. Freight train cars.
4. Passenger train cars.
5. Work equipment.
6. Floating equipment.
7. Miscellaneous equipment, or such combination of the elements as may be found necessary in making the ascertainment.

That, I think, will outline the methods which we purpose to employ. We want to sit down and talk these matters over with you across the table. My advice is don't wait for a final determination on the maintenance question as affecting all the carriers. Come down and present your own case and let us settle it upon these principles or upon these principles as modified after discussion with you. Let's get down and have a heart to heart talk, and I assure you that in the Bureau of Finance we will endeavor on the one hand to so administer this Act, and make our recommendation that we will at least observe the constitutional prohibition against taking of private property for public use without just compensation, and on the other hand I have no doubt in the assistance and in the aid that will be given to us by those with the understanding and the integrity of the members of the Railway Accounting Officers' Association.