THE COLUMBIAN.

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THE TROLLEY AND THE BRIDGE. **How Trolley Company May Cross River**

Bridge at Catawissa-Opinion of Court.

The Columbia & Montour Electric Railway Company and M. F. D. Scanlan & Company, plaintiffs, vs. the County of Columbia and William Krickbaum et. al. Commissioners of Columbia County, defendants. In the Court of Common Pleas of Columbia County. Sitting in Equity. No 2, May

Term 1902. The plaintiff company is a street railway company, duly incorporated under the Act of 14th May, 1889, P. L. 211. A portion of its electric railway, which it is authorized to construct and maintain, leads from the Town of Bloomsburg to the Borough of Catawissa. M. F. D. Scanlan & Company are the contractors for the construction and equipment of the railway. The road is constructed from Bioomsburg to the western approach of the river bridge crossing the Susquehanna River at Catawissa, and is in daily operation. The road is being operated upon some of the streets of Bloomsburg, and to Ber-

The river bridge forms a connecting link in the line of the plaintiff company's route to enter Catawissa, and is the only means upon which the company can construct its line to enter that borough. The borough authorities of Catawissa have given the company consent to enter upon the streets for their railway. This is a county bridge, under the care, supervision and control of the County Commissioners.

With a view of entering into an agreement as to what changes would en the bridge and fit it for the use pany at its own expense. of the plaintiff company, together with the public, the railway company and the County Comissioners agreed upon the selection of an engineer, who was to make an examination of Commissioners. Boyd Trescott was report sets forth, in detail, the changes the cost thereof, and also an estimate as a double track. of the cost of keeping the bridge in repair.

The Commissioners and the plaintiff company are unable to agree upon the terms and conditions which the ing permitted to construct and operate its railway across the bridge.

It is averred on the part of the plaintiffs that the County Commissioners refuse to give such terms as are reasonable while upon the part of the County Commissioners it is claimed that before the engineer was prepared, wherein was stipulated the terms and conditions to be performed by the plaintiff company, before they should enter upon the bridge for the construction of their railway; and that these terms were reasonable; that the plaintiff company declined to join the execution of the agreement, and ac cept the conditions therein stipulated.

This unexecuted agreement, as prepared, among other things, provides that the railway company shall lay two tracks for the operation of its cars, one on either side of the bridge; that while the bridge was occupied by the railway company it shall keep the bridge in good repair, for its own use and the use of the traveling public, at ts own cost and expense, but if the company shall neglect or refuse to make the necessary repairs, then the County Commissioners shall make the repairs, and recover the costs and expenses incident thereto, from the company; and that the bond in the agreement provided for, shall contain a clause providing for the securing of such costs and expenses.

The plaintiff company aver that only one track should be laid across he bridge, and upon the southern or lower side thereof; and that the repairs ncident to the maintainance of the oridge should not extend beyond keepng in repair the half of the bridge upon which the railway is laid.

The plaintiff company has the right to occupy this bridge with their railvay, and operate their cars thereon. The County acting through the Coun-Commissioners, cannot exclude hem from the use of it.

"When the proper local and municipal authorities have given their consent to the use by the street railway company of a highway of which a county bridge forms a part, the County Commissioners cannot arbitrarily to be done; as well also the adjustrefuse the use of the bridge."

Berks County vs. Railway Co., 167 the grading, paving or macadamizing annual cost for the lightning of the P. S. R., 102. LaRue et al. vs. Oil City Railway

Co., 170 P. S. R. 250. Lawrence Co. vs. Railway Co., 8

Sup. C. R., 313.

The right of the plaintiff company to the use of this bridge for their corporate purposes is conceded by the County Commissioners. The dispute in this case arises over the reasonableness of the conditions sought to be imposed by the County Commissioners, to be performed and to be further kept by the railway company before being permitted to enter upon the

bridge. The points of disagreement in the bill are averred to be:-(1) as to how the railway shall be laid upon the bridge, (2) as to the extent the plaintiff company shall be held to maintain the bridge in repair, and what repairs ought reasonably to be made by them and (3) as to what, if any, rental the company should pay for the use of

the bridge. The report of the engineer, accompanied by a draft showing the present arrangement of the floor system of the bridge, as it now is, and as proposed, recommends that a single track be laid on the lower side of the bridge; and that the bridge be strengthened and fitted for the use of the plaintiff's cars, by an additional "I" beam placed upon the plate girder underneath the floor, and midway between the rails, and that two of them will come directly under each of the rails; and that an extra floor of the same thickness as the heighth of the rail be laid on the top of the present floor, on that side of the bridge between and on either side of the rails to the middle of the the present floor, so, as it is stated by the engineer, wheels may pass either way without difficulty.

This report shows, as estimated cost of strengthening the bridge \$6170.00 and the annual cost of repairs, including the painting of the bridge, \$673 .-

The plaintiff's admit the changes recommended by the engineeer will have the fact that the car cannot turn out to be made, and when made the bridge will be sate for the use of the public and the company; and that the changes be necessary to be made to strength- must be made by the plaintiff com-

This is a single area bridge, having a width of seventeen or eighteen feet in the clear. Nearly all of the witnesses who testified at the hearing expressed the opinion that there should the bridge and report to the County be two tracks haid over this bridge, if a street railway was operated over it. chosen, and on April 4th filed a re- Mr. Charles P. Pfahler was of the port in the Comissioner's office. This opinion that if the floor of the bridge was raised throughout, so as to be required to be made in order to upon a level with the top of the rails, strengthen the bridge, an estimate of a single track would be just as good

The track in use by the plaintiff company is about four inches in

We are of the opinion that the general public will suffer less annoyance opened for the public use in 1898; railway company should perform and by the operation of a street railway that it has not been painted; that rust pare the proper decree in conformity Prof. J. H. Dennis, obligate themselves to do, before be- over this bridge with a single track is doing its work and that the bridge with the conclusions herein given. A. W. Duy, than by the operation of a double track and that the floor of the entire deterioration of this iron superstruct- County shall each pay one-half the bridge be raised so as to be of uni- ure. The plaintiffs urge that they costs of this proceedings. form height, and on the same level should not be obliged to contribute and plane with the top of the rails: anything towards the painting of the and that the track should be laid upon the upper or northern side of the bridge, instead of the southern side, as appointed and made report, they recommended. If the track be laid caused an article of agreement to be upon the southern side, every vehicle urge that the plaintiff company should crossing the bridge will be required to paint it at their own expense. cross the rails laid upon the western approach; otherwise a considerable portion of the public will not, necessarily, have to come in contact with that portion of the track.

No allusion is made, either in the engineer's report or the terms proposed by the County Commissioners' sgreement, to the subject of the light ing of the bridge, or to the condition and care of the highway upon the ap-

proaches to the bridge. If not at the present time required, when this bridge is being operated by a street railway, it is necessary to have the bridge well lighted during all dark hours, for the convenience and safety of the traveling public crossing over it. The high trusses, braces and over-head iron work, make the passage way too

dark on ordinarily dark nights. The approaches, at both ends of the bridge, if not already done, should be reduced in their grade and elevation, so that heavily burdened teams can enter bridge with the least difficulty; and roadway between the tracks and on either side throughout its entire | lematical. width, be paved, or macadamized; and be of uniform heighth and of the same angle of elevation as the top of the rails. Experience shows that ruts and \$120.00, the annual cost for the paintholes are too frequent along the line of the street railway; and that public servants, whether County Commissioners or Township Supervisors, sometimes delay in the performance of duty to make prompt repair. The public ought not undergo inconvenience for the want of a permanent and

well kept roadway upon the approaches to the bridge. The entire work to be done in the strengthening of the bridge, and laying of the floors should be in charge and supervised by some competent person who knows how the work ought the roadways constituting the approaches, as herein indicated.

The permissible rate of speed at ought to be limited so as not to exuse made by the public of this bridge, and operation of its railway across it. this limitation of the rate of speed is a reasonable regulation, as a condition pation of this bridge by the plaintiff of the contemplated use by the plain company they should be required to tiff company.

This railway company shall use what known as the U rail, the kind used by this company on the streets of Berwick, in the construction of their rail- payment of the moneys, ordered to way across the bridge, and upon the be paid by the decree to be entered approaches thereto.

noted, we believe that experience will may be imposed by the County Com- reduced now to \$1.00 each. show that the inconveniences and annoyances necessarily to be borne by the general public, in the operation of a street railway over this bridge, will bridge, and as mentioned in the bill, be narrowed within the least practi- may be summarized as follows:cable scope.

Very serious inconveniecce is no to the rights of the street railway company, over the portion of the highway their own charges and expense. occupied by its track. Street railways do not have an exclusive right to use the highway with their tracks. In this they are unlike steam railroads. These | tent person to oversee and superintend "have the exclusive right to the use of their tracks at all times and for all purposes, except at road crossings, ing, paving or macadamizing of the Street rollways have not this exclusive approaches. right. Their tracks are used in common by their cars and the traveling bridge, and beveled off to the plane of public. While this common use is and cities, the railway companies and macadamizing of approaches, to the Those of the railway companies are of way, and it is the duty of the citizen, whether on foot or in vehicle, to give unobstructed passage to the cars. This results from two reasons: First, or leave its track, and secondly, for the convenience and accommodation of the public. These companies have at least, that they are a public accommodation. The convenience of an their tracks, must give way to the be unreasonable that a car load of bridge for their use. passengers should be delayed by the unnecessary obstruction of the track to see that their motormen shall be on see that citizens are not run down and

Co., 150 P. S. R., 180. It appears that this bridge was the decree to be entered herein. requires to be now painted, to prevent | The plaintiff company and Columbia bridge, because the county would have to paint the bridge, whether occupied by the railway or not, while on the other hand the Commissioners

The painting of the bridge is an incident of its maintenance. If the bridge requires to be painted it ought to be promptly done by the party upon whom the law has cast that responsibility, as well as of making all other repairs. Even if the plaintiff company should occupy the bridge with its track, the duty and responsibility of properly maintaining the bridge in a good condition of repair, should remain where it now is. The county is bound to keep the bridge

open and in good repair. The amount which the plaintiff company should pay for the use of the bridge ought to be based upon what the county will probably pay out for its maintainance and repair.

We believe that the county will be subjected to costs and charges in keeping the bridge open for the public use, with the operation of a street railway upon it, that have not been noticed by the engineer, and which experience will demonstrate. But these elements of charges are prob-

According to the engineer's report, the probable amount of annual repairs will be \$763.00. This includes

ing alone. In our view this sum is too low for the cost of repairs. It is exclusive of the annual cost for the lighting of the bridge and also of the annual cost of the repairs to the approaches, which is graded, paved or macadamized, as heretofore indicated, probably is an item not worth considering.

According to the testimony of Mr. Scanlon it would cost \$1800 to propmake the probable annual cost of the painting amount to \$450.00 as against \$120.00 reported by the engineer. From the rates obtaining in this

bridge would be about \$200.00.

Upon the evidence before us and the circumstances considered, the which the plaintiff company should plaintiff company should be required operate their cars over this bridge, to pay into the County Treasury the sum of \$--- for the use of the ceed a rate of four miles per hour. In bridge, during each year that it is ocview of the nature and extent of the cupied by them, in the construction

As a further condition of the occugive bond in the sum of \$7,500.00, with security, to be approved by the Court, conditioned of the faithful performance of the regulations, and the in this case, and the compliance of Under the conditions hereinbefore any other reasonable regulations that missioners

The conditions imposed upon the plaintiff company, for their use of the

(a) That they shall strengthen the upper or northern side of the bridge, doubt apprehended by the general in the manner recommended by the public, and, perhaps, arises from a engineer, and raise the floor of the mistaken view entertained in respect bridge throughout so as to be on the same level with the top of the rails, at

(b) Reimburse the County of Col umbia for the moneys expended.

(r) In the employment of a compe the entire work, including the adjustment of lighting appliances, the grad-

(2) For the purchase of appliances for lighting, and the adjustment of the same upon the bridge; the material conceded, and is unavoidable in towns and work for grading, paving or the public have not equal rights, extent of one half the amount thereof.

(c) The rate of speed at which superior. Their cars have the right the plaintiff company may operate its cars across the bridge shall not exceed four miles per hour.

(d) The rail known as the "U" rail shall be used in the construction of its tracks across the bridge, and the approaches thereto.

(e) They shall pay to the County of Columbia the annual sum of nine been chartered for the reason, in part, hundred dollars (\$900) payable semiannually in sum of \$450 each, for the use of the bridge, during the time individual, who seeks to cross one of they occupy it; the first payment to be made six months after they shall convenience of the public. It would have begun the work of fitting the be unreasonable that a car load of bridge for their use.

C. C. Peacock,
A. Z. Schoch,
H. V. White,

(f) The Company shall first give bond, with security to be approved by by a passing vehicle. On the other the Court, in the sum of \$7,500.00 hand it is the duty of the companies conditioned for the faithful and prompt performance of the conditions hereby the alert, not only at street crossings, imposed: and of any other reasonable but everywhere upon the tracks, to conditions imposed by the County H. v. White, Commissioners, and which may be injured." Per Paxson, Chief Justice, agreed upon by the parties. The in Chrisman vs. Harrisburg Railway complainants are entitled to the J. M. Staver, relief sought, upon compliance with

Counsel for the plaintiffs will pre-

BY THE COURT. Now, August 16, 1902, the foregoing opinion and order is directed to be filed and the clerk is requested to notify the counsel interested of the BY THE COURT.

BLOOMSBURG CENTENNIAL.

Philadelphia & Reading Excursion to Bloomsburg Centennial August 28th and 29th.

On account of the above the Philadelphia & Reading Railway will sell excursion tickets to Bloomsburg at the low rate of single fare for the round trip, with a minimum of 25 cents, on above dates, good to return until August 30th, 1902, from Newberry, Tamaqua and intermediate ticket stations. Passengers at Snydertown, Mahanoy City or intermediate points can purchase tickets via West Milton or East Mahanoy at rates applicable via Route

Special trains will be run as follows: August 28, leave Tamaqua at 8:15 a. m. and East Mahanoy Junction at 8:30 a. m. for Bloomsburg. Returning leave Bloomsburg 10:00 p. m. for Tamaqua, stopping at intermediate ticket stations. This train on the return will not connect for points North of East Mahanoy Junction.

August 29, leave Lewisburg 7:30 a. m. for Bloomsburg. Returning leave Bloomsburg 11:00 p. m. for Lewisburg, stopping at intermediate ticket stations. This train on return will connect with No. 14 leaving West Milton 12:25 a. m.

August 28 and 29 special train will leave Danville station 12:40 noon and 7:00 p. m, for Bloomsburg, stopping at Grovania. Returning, leave Bloomsburg 5:30 p. m. for Grovania, Danville station and Bloom street. Special Train M. J. Hughes, will leave Catawissa 12:40 noon for erly paint this bridge. This would Bloomsburg. Returning, leave Bloomsburg 10:00 p. m. for Catawissa. August 28 special train will leave Bloomsburg 10:00 p. m. for Grovania, Danville station and Bruce Black, ment of the lighting appliance, and town for street lighting, the probable Bloom Street.

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\$3.50 GOWNS FOR \$2.00.

Women's Night Dresses. decorations, all are nicely trimm ed and made better than most your money. garments-some styles only one or two of a kind-about five dozen altogether. Don't wait,

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White and colors, not many of any kind-all new this season -have sold at \$1.50 and \$1.75, \$1.00 now all to go at 39 cents

\$5.00 PARASOLS FOR \$2.95

Prices are taking them styles Many of these have been soil- are new; goods are right-but ed in handling and by using for | we will not keep them until next year if you care to save half

5.00 parasols now 2.05 3.50 parasols now 1.95 2.75 parasols now 1.50

2.00 parasols now 1.25 1.50 parasols now 1.00 1.25 parasols now .75 1.00 parasols now .50

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Tea Straners, 1 Cent.

9 dozen fine wire straners to put on spout of teapot I cent each.

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Clothes Pins, 1 Cent a Dozen.

Strictly firsts and full size. These are the cleanest and best clothes pins made. 1c. dozen.

Drinking Cups, 2 Cents Each. 5 dozen extra quality tin, firmly soldered, warranted not to leak, 1 pint size, 2 cents each.

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Superior grade, 12 inches wide with fancy border and scolloped edges. Yard 5 cents.

Coffee Pot Stands, 3 Cents.

5 dozen bright silver wire tea and coffee pot stands, well made and equal to goods at much higher price. 3 cents each.



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B. F. Hicks. O. U. A. M. Not reported. JR. O U. A. M. Not reported.

For the meeting of the National Fraternal Congress the Lackawanna Railroad will sell excursion tickets to Denver, Colorado Springs or Pueblo, Colorado, at one fare for the round trip. Tickets will be sold August 22nd and 23rd, and will be good for return leaving point of destination not later than

September 30th. For full informa-

tion call on your nearest Lackawanna ticket apent. For the meeting of the Inter-

national Mining Congress the Lackawanna Railroad will sell excursion tickets to Butte, Montana, at one fare for the round trip. Tickets will be sold August 20th, 21st, 26th and 27th, and will be good for return leaving Butte not later than September 30th. For full particulars apply to nearest Lackawanna ticket agent.