

THE TRAINMEN'S EIGHT-HOUR DAY

THE American people have recently witnessed what, in some respects, has been the most forceful demonstration of the strength of organized labor in the history of the United States. Four unions, representing approximately 325,000 trainmen,¹ with power to paralyze the nation's transportation facilities, petitioned their employers for an eight-hour day for part of their number,² and when the request was refused, these organizations, by an overwhelming vote, decided to strike rather than relinquish their position. Private agencies, the Federal Board of Mediation and Conciliation, and the President of the United States, all failed to bring about an amicable settlement. Only when Congress in the closing hours of its session hastily passed an act granting the wishes of the men was the impending catastrophe averted—a piece of legislation which has been variously characterized as “turning an emergency to constructive purposes,”³ and as “the most disgraceful scene ever enacted in the history of America.”⁴ This article and one which is to follow are intended to be accounts of the crisis as it is recorded in the authorized statements and printed matter of the railroads and brotherhoods, as well as in the stenographic reports of conferences held between the railway managers and union leaders. The present paper deals specifically with the following: such information concerning the origin and development of the brotherhoods as seems germane to an understanding of their purposes and methods of procedure; the

¹ The total membership of the four organizations in round numbers is: conductors, 50,000; engineers, 75,000; firemen, 80,000; trainmen, 120,000.

² There is a popular notion that the demand of the unions for an eight-hour day embraced all branches of road, yard and hostling service. There was no request on behalf of passenger crews. The fact that the passenger men later voted to strike to enforce the demand in other lines is merely indicative of the remarkable degree of solidarity existing among train-service employees.

³ *New Republic*, Sept. 2, 1916, p. 100.

⁴ *Railway Age Gazette*, Sept. 8, 1916, p. 393.

progress which they have made in increasing pay, reducing hours, and standardizing conditions of railway work, culminating in the demand for an eight-hour day in freight service; the arguments for and against the measure as set forth by the publicity bureaus of each side; and, finally, an analysis of the stenographic records of the conference held in June between representatives of the railroads and of the men. At this time the demand for the eight-hour day was formally read into the records and discussed, and the "contingent proposition" of the railroads set forth, ending with the rejection by the employers of the demands of the union, and the taking of a strike vote by the employees. In a subsequent paper, the movement will be traced from this point until settled, at least temporarily, by congressional action in the passage of the Adamson Bill.

I. The beginning of the struggle

The first organizations among American trainmen were formed during the Civil War as a result of prevailing conditions of railway labor. Wages were low and unregulated, scarcely any two roads maintaining similar rates for like tasks. Methods of remuneration varied greatly, and promotion and demotion were governed largely by favoritism. A standard work-day was unknown. The men who took a train out were supposed to bring it back whether the trip consumed ten or twenty hours. There was no pay for overtime or for work done in excess of a given amount.

To establish uniformity amid these chaotic conditions, the employees formed their unions.¹ At first they attempted to improve the situation by emphasizing merely fraternal, temperance, and insurance features, but as the business of railroading developed, the organizations gradually shifted their ground until today they show typical trade-union characteristics; that

¹The engineers were first in the field, creating in 1863 the Brotherhood of the Footboard, changing the name later to the Brotherhood of Locomotive Engineers. In 1868 the conductors launched the association now known as the Order of Railway Conductors. The firemen organized five years later; and a decade after that, in 1883, brakemen, flagmen and switchmen united to inaugurate the Brotherhood of Railroad Trainmen. There is also a separate switchmen's union, but it did not take part in the recent movement.

is, in addition to conducting fraternal and insurance activities, they attempt to regulate wages, hours and conditions of employment for all who engage in train service. Each union has succeeded in securing a majority of those employed in its field, the engineers enrolling ninety per cent, the conductors eighty-five per cent, the firemen ninety per cent, and the trainmen sixty-five per cent, of all persons engaged in these respective branches. Each has extended its jurisdiction over both the United States and Canada. All four orders advocate the open shop, i. e., they do not insist upon the employment of union men exclusively. All maintain extensive systems of insurance for the benefit of members. All have enjoyed a peculiar advantage in securing effective organization, in that their work requires mental alertness, physical endurance, a capacity for responsibility, and an apprenticeship ranging from five to eight years, so that in case of strike the railroads have been unable successfully to utilize strike-breakers taken from other pursuits.

In waging their never-ending struggle for better conditions, the brotherhoods have evolved certain definite modes of approach, namely: negotiation, mediation, arbitration, strikes, legislation, and federation, all of which were utilized in the eight-hour-day controversy.

Negotiation takes place when representatives of the employees confer directly with road officials to adjust differences, and each year the brotherhoods settle thousands of disputes by this means. If negotiation fails, the next step is often mediation, an attempt by a third party to bring the disputants to agree. In case this is unsuccessful, arbitration may be resorted to. It differs from mediation in that the arbitrators have power to draw up an award binding upon both sides.¹ When all the above means fail, the issue is settled by means of strike or lockout. The union executives cannot order a cessation of work until a two-thirds majority of the men have signed sealed votes declaring for strike.

¹ The Erdman Act of 1898 and the Newlands Act of 1913 provided for boards of mediation and arbitration in case of serious trouble between the railroads and their employees, and in the last few years the more important controversies have been settled by this method.

The measure known as legislation is an attempt by the unions to secure the passage of favorable bills in state and federal legislatures, and is not necessarily associated with a specific demand of the men, although in the recent controversy congressional action was a direct result of such a demand.

Federation takes place when two or more of the brotherhoods work in concert. Soon after 1900 the unions provided for federations organized upon a territorial basis, and inside of a few years a western territory (including roughly all roads west of Chicago), an eastern territory (comprising the lines east of Chicago and north of the Ohio River), and a southern territory, (containing the remainder of the country) had been formed. The recent eight-hour-day demand in freight service is the first instance of a mass movement by the four unions in all three territories.

A matter of vital importance in understanding the present situation is the three-fold change in the basis of wage payment which took place in train service from approximately 1890 to 1910. As already suggested, in early days few roads used the same methods of remuneration, some paying by the month, others by the day, still others by the trip, and a few by the mile or distance run. But for some time past the tendency has been toward the mileage plan, whereby the train crew is paid for the actual number of miles traversed, and since 1910 a majority of trade agreements have provided that one hundred miles was the distance which should constitute a day's work in freight service.

When this change was first inaugurated there was no regulation stipulating the length of time which might be consumed in running the one hundred miles, train crews being required to make the standard distance, irrespective of the time element. Gradually, the working agreements began to provide that twelve hours should constitute a day's work, that is, the 100 miles which the crew was expected to run must be accomplished within a twelve-hour period. In case the time extended beyond, the crew received overtime pay pro rata. By 1910, schedules generally stated that the one hundred miles must be completed within ten hours.

These two provisions, however, did not regulate all the tasks

which the men were called upon to perform. Crews were frequently required to do switching, construction work, icing of cars, loading of stock, weighing of cars and handling of freight, either before or during or after the completion of the one hundred miles run or the stipulated hours constituting a standard day. The men objected to performing such duties without extra compensation, and gradually schedules began to provide for paying what is known as "arbitraries"—definite sums for duties performed in addition to the standard day. These payments soon began to form a substantial item in the total monthly wage received by members of the train crew. In other words, by 1910 the workers had succeeded in safeguarding their wage payment from three different angles—the distance run, the number of hours of continuous labor, and work performed in addition to the recognized standard task.

The first request for an eight-hour day with time and one half for overtime in train service was made by the engineers of the western territory in 1907, and it was followed within less than a month by similar petitions on the part of the conductors and trainmen. The engineers, however, upon being offered a flat increase in salary, abandoned their insistence on an eight-hour day, and the movement collapsed. But with the increase of wages secured from 1910 to 1914, the feeling rapidly gained headway among the men that in the future the brotherhoods should place emphasis upon reducing hours of service, provided such a change could be accomplished without jeopardizing the wage schedule already in force. It is an open secret that two years ago the conductors and trainmen wished to ask for an eight-hour day and were held in check only by the fact that the engineers and firemen were unable to coöperate because their own energies were fully taxed in bringing wages in the eastern, western and southern territories up to certain standards. As soon as that was accomplished, the field was open for a renewal of the eight-hour movement.

The recent demand was formulated in a meeting of representatives of the conductors and trainmen for the southern territory, who gathered at Washington, D. C. in July, 1915, and adopted a resolution requesting the presidents of their brotherhoods to

take up with the executives of the engineers and firemen the question of concerted action for the purpose of securing an eight-hour day with time and one half for overtime in all road (except passenger), yard, and hostling¹ service. Similar resolutions were quickly adopted in all three territories, and in December, 1915, pursuant to such requests, officials of the four brotherhoods met in Chicago to prepare the overture. On January 10th the proposal thus drawn up was submitted to all employees engaged in train, yard or hostling work, irrespective of union membership.² Nearly ninety-five per cent of the employees voted in favor of submitting the demands to the railroad managers.

Negotiations were commenced simultaneously on all roads on March 30th, the chairman of each general grievance committee (for the men) presenting a copy of the demand to the managing officials. This was accompanied by a letter suggesting that the railway managers enter into a collective movement for the purpose of handling the proposition, adding that the men stood ready to organize a similar national committee, and requesting an answer in writing on or before April 29th. The communication further stated that the men wished it understood that all rates, rules and conditions of service which were not specially affected by the eight-hour provision should remain unchanged, subject only to modification by proper representatives of both sides.

Every railroad sent an unfavorable reply, but accompanied it with what was called a contingent proposition; that is, the roads submitted a number of matters which they insisted should also come up for consideration in case the subject was further discussed. This list was in no sense a counter proposal to the men's demand, but was merely contingent upon such change in the prevailing method of wage payment as might be brought about by the adoption of an eight-hour day. The refusal of the roads having been received, representatives of the unions

¹ Persons engaged in hostling service care for the engines when they have been brought into the roundhouse after a "run." They were represented by the firemen's brotherhood.

² See Special Form No. 35 issued by the brotherhood executives, Jan. 10, 1916.

met in Chicago, April 24th, and again opened negotiations with their employers, arranging for a general conference between the two sides to convene in New York city on June 1st.

II. *The battle of the publicity bureaus*

The importance of capturing public opinion was felt by both managers and men, and early in the year extensive publicity bureaus were organized and were soon flooding the country with propaganda of various kinds. Newspapers were supplied with daily copy gratuitously. Individual citizens found their mail filling with pamphlets bearing on the subject. Probably never before in a single contest between labor and capital was so great an effort made by both sides to enlist public sympathy. The arguments pro and contra would fill volumes; hence nothing more is attempted here than to give typical examples.

First, the managers and men took opposite views as to whether the proposal was primarily a request for higher wages, or for better working conditions. The employees insisted they were simply endeavoring to secure reasonable hours; and that the punitive overtime clause was inserted to stamp out the practice of working crews beyond the stipulated work-day.¹ The managers declared that the proposition of the men was simply a scheme to increase wages,² and that it was obvious that the demand for ten hours' pay for eight hours of service would result in a tremendous advance in wages.³

Second, the men argued that they were entitled to ten hours' pay for eight hours' service because of added productivity

¹Transportation Brotherhoods' Publicity Bureau, Series N P. no. 1, p. 2. The brotherhoods' bureau issued two separate series of statements, one being in printed form for general distribution, and the other to be used as newspaper copy. It is the latter to which reference is here made, and hereafter it will be called "Series N P". The monthly magazines issued by the unions also devoted considerable space to the subject.

²*Railway News Bulletin* (issued by the Railroads in eastern territory) vol. i, no. 1, Mar. 20, '16, p. 5. The railways also issued a larger number of pamphlets.

³The immediate cost of granting the eight-hour day was placed by the managers at \$100,000,000 annually. In case railway employees in other branches should also be given a similar work-day, the total expense would reach \$300,000,000 annually. The unions denied that there would be any substantial increase, asserting that the estimates by the managers were mere "figments of the imagination".

which resulted from the constantly increasing length of freight trains.¹ They claimed that the growth in the amount of freight which the crews transported had been more rapid in recent years than the advances in rates of pay to transportation employees. For example, in 1913 the wage payments required only 19 cents out of each dollar of revenue earned by western roads as compared with 21 cents out of each dollar in 1890. On a basis of freight tonnage, the cost to the roads of locomotive engineers and fireman was 33 cents for each 1000 tons carried in 1913 as compared with 65 cents for each 1000 tons in 1890. Hence, in demanding ten hours' pay for eight hours' service, the men were simply asking to participate in the results of their own increased production.

The railroads, while admitting greater productivity, denied that train crews were alone responsible, pointing out that for every five employees on a train there were twenty-three other workers just as busily engaged in "producing transportation". The managers further affirmed that reducing grades, straightening road-beds, laying heavier rails, building more powerful locomotives etc., were all contributing factors to this larger productivity.²

Third, the unions contended that an eight-hour day would lessen hazards of railroading resulting from nervous strain and fatigue.³ The numbers of fatalities and accidents speak for themselves, a trainman being killed on an average of every four hours and forty minutes, and one crippled every three minutes and thirty seconds. A reduction in the standard work-day, providing proper rest and recuperation periods, would enable the men better to fortify themselves against such conditions.

In replying, the railroads called attention to the fact that there has been a constant decrease in the relative number of fatalities and disabilities in train service; that the railroads are now compelled by law to adopt every reasonable precaution for

¹ Series NP, no. 9, pp. 1-2.

² *Railway News Bulletin*, vol. i, no. 3, April 17, 1916, p. 4; vol. i, no. 4, May 8, 1916, p. 4.

³ Series N P, no. 13, pp. 1-2; no. 14, pp. 1-2.

preventing such catastrophes; and that there is no reason to believe that a decrease of the standard day from ten to eight hours would materially affect the situation.¹

Fourth, the brotherhoods asserted that an eight-hour day would benefit the public by compelling the roads to increase the speed of freight trains, that being largely a controllable factor.² For instance, all trunk lines centering in large terminals have so-called manifest or fast freight trains which leave these terminals each night, hauling from 1000 to 1200 tons and traveling over divisions from 100 to 240 miles in length in eight to eleven³ hours. If one train crew can be sent over a division in eight hours, argued the men, there is no reason why crews operating other trains (with the same class of engines) should put in fourteen or sixteen hours in traveling the same course.

The railroads denied emphatically that any of the above benefits would accrue without a substantial increase in rates, stating that the adoption of an eight-hour day would revolutionize methods of operating trains.³ The long, slow American freight train is one of the chief factors in making low freight rates in this country. Heavy engines, greater carrying capacity of cars and longer trains have all resulted in greater tonnage per train, with a consequent lessening of each unit cost of transportation. If an eight-hour day were adopted, these long trains would have to be cut into two or three sections in order to avoid payment of punitive overtime. Thus there would be a material increase in the cost of operation, which would have to be met by advancing freight rates.

Fifth, in addition to denying the contentions of the men, the railroads put forth reasons why the proposed change should not take place. Train crews, they claimed, were already better paid than the majority of American workmen.⁴ Elaborate

¹ *Railway News Bulletin*, vol. i, no. 5, May 29, 1916, p. 5.

² Series N P, no. 1, pp. 1-2; no. 5, pp. 1-2.

³ *Railway News Bulletin*, vol. i, no. 4, May 8, 1916, p. 1; vol. i, no. 5, May 29, 1916, p. 3.

⁴ Vol. i, no. 1, March 20, p. 8; vol. i, no. 3, April 17, 1916, p. 8; vol. i, no. 4, May 8, 1916, p. 8; vol. i, no. 5, May 29, 1916, p. 8.

statistics showing payrolls of each class of employees were sent broadcast. The following computation was freely used to show the increase in average wages over a period of years:

| | 1900 | 1909 | 1914 |
|--|-------|-------|--------|
| Average of all train employees | \$800 | \$970 | \$1240 |
| Increase since 1900, 55 %. | | | |
| Increase in five years, 28 % | | | |

The brotherhoods denied that such averages were a fair basis for comparison, because these included overtime, arbitraries, and other forms of extra remuneration.¹ The requirement for a standard day's work in train service is to haul so many passengers or so many tons of freight 100 miles. Computed on a basis of a ten-hour day, wages paid to trainmen are less in proportion than those paid to other labor, as was shown by the following table:

| | RATES PER HOUR |
|--|----------------|
| <i>Locomotive engineers</i> | \$.485 |
| Bricklayers, plasterers, etc. | .75 |
| <i>Locomotive firemen</i> | .31 |
| Carpenters, painters, etc. | .70 |
| <i>Freight conductors</i> | .40 |
| Laborers in tunnels, wells, etc. | .575 |
| <i>Freight brakemen</i> | .267 |
| Excavating laborers | .40 |

Sixth, the managers stated that the increased cost of operation due to the eight-hour day would have to be met in one of three ways, and that the adoption of any of these would be a serious blow to the prosperity of the roads. These methods were:² first, pay the increased wages under present working conditions; second, reconstruct the roads with shorter divisions, thus shortening the time of freight runs: third, reduce the length of trains so that they could be run at higher speeds to escape the penalty of overtime. The operators estimated that to do the first of these would cost \$100,000,000 annually; to do the second would be impractical; while to adopt the third would force many solvent roads into bankruptcy.

¹ Series N P, no. 13, pp. 1-2; no. 16, pp. 1-2.

² *Railway News Bulletin*, vol. i, no. 1, March 20, 1916, p. 5.

To this argument the unions rejoined that in a majority of cases there would be very little additional expense. As evidence of the practicality of the eight-hour day under present methods of operation they submitted statements showing that on ten leading western railways freight service was already on such a basis, and that none of these roads were in the hands of receivers.¹

Seventh, the managers claimed that the suggested change in the basis of payment should not be made without first consulting the 700,000 stockholders who were the real owners of the American railways, since the increased cost in operating railways would result in decreased dividends.²

The unions retorted that in dealing with the operators they were in fact negotiating with the chief owners of railway stock.³ They pointed out that the 622,284 stockholders reported by the Interstate Commerce Commission in 1914 included thousands of duplications, the holdings of the Pennsylvania Railroad Company being an illustration. This company on June 30, 1913, was reported to be a stockholder in at least 72 other transportation companies. Of these 72 companies, as many as 15 were in turn holders in 174 other railway companies; 23 of these 174 held stock in 54 other companies; three of the 54 were owners in 15 other companies; and three of these were holders in 7 other companies. This complex scheme, argued the brotherhoods, is typical of the intercorporate holdings throughout the country, a few railroad operators being controlling owners of a majority of American railway stock.

III. *What took place at the June conference*

The conference between the railroads and the men began in New York on June 1st.⁴ About twenty-five leading railroad

¹ Series N P, no. 5, p. 2.

² *Railway News Bulletin*, vol. i, no. 1, March 20, 1916, p. 5.

³ Series N P, no. 2, pp. 1-4.

⁴ Minutes of meetings held between the National Conference Committee of the Railways and the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen, held at the Engineering Societies Building, New York, June 1 to 15, 1916. Hereafter referred to as June Conference.

managers, from every important system in the United States, were present, and while the brotherhoods were technically represented by the general chairmen of their grievance committees, (some 640 in all) the actual-conference work was conducted for them by their union executives, with President A. B. Garretson of the Order of Railway Conductors acting as chief spokesman. Mr. Elisha Lee, of the Managers' Committee, was chairman of the conference.

The first business was to ascertain what railroads were represented. This was necessary because the men insisted upon drawing up a uniform trade agreement (so far as the eight-hour question was concerned) for every railroad employing men in train, yard, and hostling service.¹ As soon as this matter was arranged, President Garretson asked permission to read into the records and interpret the official request for an eight-hour day. The proposition was identical with the one submitted to each road on March 30th. It comprised four articles which were substantially as follows: ²

Article 1 stipulated that in all road service, except passenger, 100 miles or less, 8 hours or less, should constitute a day's work; mileage in excess of 100 miles but run within the 8-hour period should be computed pro rata; all overtime in excess of eight hours to be calculated by the minute and paid at one and one-half times the regular rate. No employee was to receive less for eight hours or for 100 miles than was formerly received for a minimum day or for 100 miles. In other words, article 1 sought to give to members of train crews other than passenger an eight-hour day, with the same rate of pay formerly received for ten hours, except that whereas overtime in excess of ten hours had formerly been computed pro rata, overtime in excess of eight hours was now to be paid at one and one-half times the regular rate.

Article 2 applied to yard service in its entirety the same general conditions which article 1 applied to road service.

¹ June Conference, p. 59.

² *Ibid.*, pp. 59-60. The proceedings consisted of direct testimony and cross examination. Many topics were frequently recurred to. Consequently it has not been possible for the writer to give each subject in its chronological setting.

Article 3 secured similar conditions for hostling service.

Article 4 was a saving clause, preserving to the men any rates or rules in prevailing schedules that were preferable to provisions in the suggested one.¹

In explanation of the proposal, President Garretson took the position that the men were seeking an eight-hour work-day rather than an advance in wages. He said there was no valid reason why such a day could not be established in its purity in yard and hostling service and be approximated in road service. The provision of time and one-half for overtime was inserted for the express purpose of forcing the railroads to observe an eight-hour standard.

The saving clause (article 4) was intended to protect rights which the men had secured in previous settlements, the "eternal" attitude of the brotherhoods being to secure the greatest possible benefits for all persons engaged in train service.²

In order to be certain how the unions would construe the eight-hour proposal, the managers submitted a series of actual and hypothetical cases, asking the leaders to interpret them just as though the proposal were in force. The following is a typical example:

Assume a branch run of 85 miles, which trains run in 9 hours; under your proposal the conductor in the eastern district will be paid \$4.00 for the run plus one hour overtime at 75 cents, or a total of \$4.75.³

The greater part of three days was consumed in discussion of this character. Having satisfied themselves as to the intent of the men, the operators asked permission to expound their reply, which was similar to the refusals sent by the individual roads in April, and read as follows: ⁴

¹ The reader should bear in mind that each road maintains its own working agreement, and that provisions in some of these are much more favorable to the men than are those in others.

² June Conference, pp. 61-109.

³ *Ibid.*, pp. 111.

⁴ June Conference, pp. 110-111.

The reply of the roads was actually read into the record as soon as the request of the men, with necessary explanations, had been made. This was done in order that

The railroads have no desire to change either the existing rates of pay or the working rules, nor to reduce the earning possibilities of the employees under their existing rules, but inasmuch as your proposals contemplate fundamental changes in operating methods and practices on which the schedules have been built up, this Committee reiterates that in connection with, and as a part of, the consideration and disposition of your proposals, there shall be opened for consideration and disposition those provisions in the schedules and practices thereunder, governing compensation in the classes of service affected by your proposals or those in conflict with the following principles, as they apply to such classes.

(A) No double compensation for the same time or service.

(B) The same classification for the purpose of compensation to be applied to all members of the train and engine crew.

(C) Two or more differently paid classes of service performed in the same day or trip, to be paid proportionate rates according to class of service, with not less than a minimum pay for the combined service.

In explaining the above statement,¹ Chairman Lee pointed out that in no sense was it a counter proposition, but merely one contingent upon a change of basis in the present method of wage payment, and that where this was not altered, the proposition would not apply. There was no "attempt or desire to take anything away from the men." The tentative suggestion was necessary, however, because there were certain provisions in existing schedules which, while proper under prevailing conditions, might not be fair to the roads if a change of basis were adopted. In present trade agreements, for example, the words *pro rata* and *overtime* were used interchangeably. In the eight-hour proposal, they had vastly different meanings.²

President Garretson, in replying to the chairman's explanation, called attention to what he said was a lack of consonance between the purpose which the manager stated and the language in which the contingent proposition was couched. The chairman had said the roads had no desire to take anything away

there should be no misunderstanding as to the attitude of the operators. The explanation of the reply did not come until the proposal of the men had been fully considered.

¹ June Conference, pp. 260-262.

² *Ibid.*

from the men, yet section A of the roads' reply might easily be construed so as to impair seriously a trainman's monthly earnings.¹

To learn how the operators proposed to define their contingent suggestion, the union submitted a number of cases, each of which assumed that an eight-hour day was in force, and the roads were asked to make a practical application of their contingent proposition. Instead of taking these up individually, the roads offered what they called a "yardstick,"² an interpretation of their contingent proposition so worded as to cover the cases. To make the situation concrete, the employers were requested to apply their yardstick to cases involving an interpretation of section A.

This process had not continued long before it was evident that the managers were expounding the section so as to sweep out of existence all initial and intermediate arbitraries. The men protested that such an interpretation was contrary to the expressed desire of the road not to curtail the earning possibilities of employees, President Stone, for the engineers, stating that the elimination of such arbitrary payments would reduce the monthly wage of certain western engineers and firemen sixty-five and fifty dollars respectively. The loss in other classes of road service was also said to be heavy. The employers replied that the men were not "losing out," for they were being recompensed in other directions, (i. e.³ the adoption of the eight-hour day), to which President Garretson retorted that the brotherhoods were not asking for compensation in one direction to offset losses sustained in another, but were seeking positive advancement.⁴

¹ June Conference, pp. 262-263.

² June Conference, pp. 339-40. The yardstick read as follows: "A road man's time will start from the time he is required to report for duty and except where tied up between terminals; in accordance with existing agreements all work and delay required at initial terminal and en route will be paid as continuous time or mileage. At final destination existing rule or rules concerning additional service after arrival, final terminal delay, etc., not to be disturbed and will be paid for pro rata until the time on duty equals the overtime limit of the run. Time paid for under one rule not to be paid for under another rule or rules."

³ *Ibid.*, p. 269.

⁴ *Ibid.*, pp. 269-270.

The more the yardstick was applied, the more obvious it became that the sides would never meet on common ground. The roads clearly thought that the demands of the men were unreasonable, and rightly or wrongly, the men soon became firmly convinced that the contingent proposition might easily be interpreted by the operators so as to bring up for reconsideration every benefit which the brotherhoods had won since they signed their first trade agreement back in the eighties. The union executives declared that their men would never agree to a proposition which contained such possibilities, and on June 14th, after the conference had continued two weeks, the managers were requested to make final reply to the employees' demands.¹

This answer came the following morning in the form of a joint letter to the executives of brotherhoods. In it the managers stated that nothing had developed in the conference to justify granting the extraordinary demands of the men. They emphasized that they owed a responsibility to three substantial interests—the entire body of their employees, the owners of the railroads, and the public, none of which should be ignored in considering a question of this kind. In closing, they suggested that since no agreement had been reached, the proposition of the men, together with the contingent proposal of the companies, should be submitted to arbitration, preferably before the Interstate Commerce Commission, or else in accordance with the terms of the Newlands Act.

The answer of the unions was made by President Garretson. Referring to the possibility of arbitration before the Interstate Commerce Commission, he pointed out that that body had already prohibited its members from acting as arbiters, because, being a rate-fixing body, it could not assume the responsibility for increases of compensation without also assuming a second duty, namely, to consider the connection between rates and wages, and this it declined to do. Arbitration under the federal act was also undesirable because of the impossibility of procuring neutral arbiters who had sufficient technical information to grasp the intricacies of the question.

¹ June Conference, p. 535.

You have seen instances where, under the method of arbitration that is proposed, arbitrators of undoubtedly honest intent, men of as high intellectual and moral standing as exist, actuated only by the desire to do the right, found themselves confronted, after they had written it, in what they believed perfectly intelligible language, with a lack of power to apply that language with the meaning that they intended it should convey; counsel, which they employed, told them that it was an impossibility to right what they believed was a wrong they had done.

This situation had created a sentiment among the men strongly unfavorable to arbitration. But least of all would the employees consent to arbitrate a proposition where "their ability to sell time" (i. e. the gains they had already secured) was to be set over against their own proposal for an eight-hour day.¹

Continuing, the speaker deprecated the fact that the managers had not submitted a definite counter-proposition, one which he could carry back to his men, adding that the tentative proposal of the managers was of such sweeping character in regard to arbitraries, that it did not leave him, or any man in his position, one iota of ground upon which to stand in defense of it.² Therefore, the only thing which the executives could do was to let the men vote upon the question of whether they wished to strike in order to enforce their demand.³

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¹ June Conference, pp. 541-544.

² Referring to the managers' willingness to arbitrate, President Garretson expressed himself as follows to the writer: "There never was a proposition made in good faith to arbitrate. Do not misunderstand this to mean that the companies did not propose arbitration, for they did, but the idea I desire to convey is that with the indefinite nature of the Conference Committee's tentative proposition and the interpretation thereof, they were perfectly aware that nothing but a refusal could take place because there was no definite proposition from the companies. There was only a generality that left the scope of arbitration as wide as the conditions of service are. In other words, it would have left the proposition to be arbitrated in exactly the same condition as if we had no agreements anywhere."

³ June Conference, pp. 546-547.

THE CONSTITUTIONAL ASPECTS OF THE "PARSON'S CAUSE"¹

OF the various important trials and lawsuits during the colonial period few have attracted more attention from the general historian than the cases growing out of the Virginia Two-Penny Act of 1758. Particularly since the appearance of the *Life of Patrick Henry*, by Wirt, Henry's

¹ Bibliography: Sources.

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