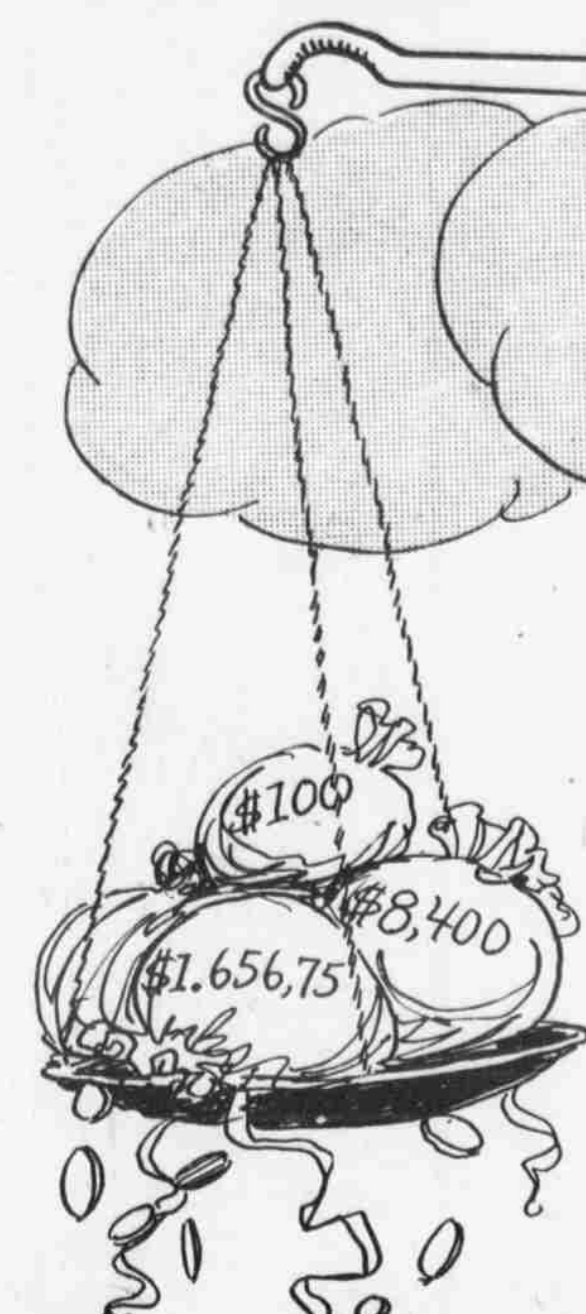


What is the Value of a Human Life right here in Omaha?



Some Sample Values

A locomotive engineer.....	\$1,999.00
A transfer wagon driver.....	1,000.00
A section hand.....	250.00
A music instrument vender.....	966.66
A switching crew man.....	8,400.00
A boy trucker.....	1,500.00.

of any one death was \$8,400; the lowest was \$100. Let us look into these cases in detail.

Parties Often Agree to Settle.

Louise D. Swift and her daughter, wife and child of Patrick H. Swift, a Union Pacific engineer, were paid \$1,999 for the loss of the husband and father. Swift was a man somewhat under middle age. He died of injuries sustained when the reverse lever of his engine swung back and struck him.

Theodore P. H. Heuck and wife, parents of Walter T. Heuck, a 19-year-old boy, were paid \$1,500 for his death by his employer, the McCord-Brady company. The boy was earning \$45 a month as a trucker when he was killed. When in the course of his work he leaned over an elevator shaft gate to locate the car, the gate gave way and he fell down the shaft to his death. He lived at home and his earnings went into the common family purse.

The estate of Peter Demetropolis, a common laborer, killed while at work for the Burlington railroad, was paid \$406 by the road. Demetropolis was an unmarried young man. He was survived by a mother and three small brothers and sisters in Greece, all partially dependent upon him.

The Union Pacific railroad paid the estate of Florence Lutes \$1,777 for her death. She was run down and killed on a grade crossing. The records show nothing of her position in life or the circumstances.

Elizabeth S. Mullan, widow of John J. Mullan, was paid \$8,000 because of her husband's death while at work for the Burlington railroad. No further history of the case is accessible, the railroad having withdrawn all the papers in the case with permission of the court.

The Chicago, St. Paul, Minneapolis & Omaha paid Anna McManis \$1,000 as widow of William McManis. McManis, a transfer wagon driver, was caught between two cars and crushed to death while driving through the railroad yards on legitimate business. He was 23 years old and earning \$2.50 a day at the time of his death. Mrs. McManis, his widow, was 21.

The widow and three children of Robert L. Pulsifer, a Union Pacific section foreman, were paid \$500 for his death. He was run down and killed while at work, the engine crew being blamed for his death.

Takes One-fourth of the Demand.

Swift & Company settled for \$2,500 with the widow and five children of Ernest J. Karnett, a bricklayer employed at the Swift plant. A ladder on which he was climbing to his work at the plant broke. He fell, sustaining fatal injuries. In the suit \$10,000 was demanded, but a settlement was made for \$2,500.

The Union Pacific paid \$250 for the death of Salvatore Bellanca, a section hand, 21 years old. The money went to a sister, who had been dependent upon Bellanca, his only heir. Bellanca and others had moved onto a sidetrack when a train was approaching on the main track. As the train neared the foreman cried out that the train was coming on the sidetrack and the men must look out for themselves. Bellanca, terrified, ran back onto the main track instead of accompanying the others off the right-of-way. After suit was started for \$1,999 settlement for \$250 was effected.

The Omaha & Council Bluffs Street Railway company paid the family of O. E. McCartney \$3,000 as compensation for his death. McCartney, an employee of the company, was on his way to work on a "work train" when the motorman in charge lost control; a wreck followed in which McCartney was killed. It was alleged the cars and motor of the train were old and defective and the motorman reckless. McCartney was described as a carpenter and day laborer earning \$2 to \$2.50 a day at the time of his death. He was 33 years old and left a wife and six children, the oldest of whom was 10 years old. The original claim was for \$20,000. An offer to settle for \$3,000 was accepted.

The Union Telephone Construction company paid Frieda Gingerich and her small son only \$250



One Year's Record

Death claims in court.....	22
Total amount paid.....	\$36,448.66
Highest valuation.....	8,400.00
Lowest valuation.....	100.00
Average valuation.....	1,656.75
Deaths with no reimbursement	5

not in possession of it at the time and it was doubtful if he was liable. Shortly afterwards Hanson became bankrupt; later he died. The heirs settled with the Hanson estate for something less than \$100, convinced that judgment for a greater amount would be worthless.

Over Two Years Till Relief.

Florence E. Murphy and her son of 4 years failed to recover anything from the Missouri Pacific railroad for the loss of their husband and father. John P. Murphy, a man below middle age, a switching foreman, was crushed between an engine and a car when trying to make what is known as a flying switch. It was alleged the engineer's carelessness was responsible for the accident. Two years and one month after the death suit for \$1,999 was instituted against the road. The case was thrown out of court because the statute of limitations had run against any claim the widow and child might have had.

The estate of Ben C. Baker failed to recover from the Omaha Packing company for his death while at work in the company's plant. Baker was earning \$3 a day as a hog scraping machine operator. He left two daughters, aged 15 and 16. His clothing caught in a set screw of some shafting, violently throwing him against a wall and the concussion killed him. The estate sued for \$25,000 for the benefit of the heirs. The suit was removed to United States court on motion of the packing company. There the company made such a good defense of contributory negligence that the attorneys for the heirs were afraid a verdict would be directed for the company. To escape this they dismissed the suit "without prejudice." The term "without prejudice" means without bar against a new action on the same grounds. Though a new suit might be instituted, none has been and probably none will be.

Court Cuts the Amount Down.

Olena Swanson was paid \$3,500 from the Union Stock Yards company for the loss of her husband, Nels Swanson, who was killed while at work. Swanson was a railroad track repair man in the yards, earning \$2.50 a day at the time of his death. Mrs. Swanson was his only heir. A string of cars was "kicked" by an engine onto a track which Swanson was repairing. With his back turned, he did not see the cars approaching, and, there being no engine, the approach was almost noiseless. Swanson was run down and killed. Mrs. Swanson sued for \$10,000, alleging negligence in not having a brakeman in charge of the cars nor having a man stationed nearby to warn Swanson of his danger. The answer was that Swanson assumed the risk when he took the job and should have looked out for himself. The jury gave a verdict for \$5,900. On appeal the supreme court held the verdict excessive and ordered a new trial unless Mrs. Swanson should agree to accept \$3,500 instead of the \$5,000 awarded by the jury. The widow took the \$3,500.

Virginia B. Clement and her daughter failed to make Swift & Company pay for the death of their husband and father, Joseph W. Clement, a buyer of tallow and bides for the packing company. Clement was 42 years old. It was alleged that when he was suddenly taken ill at the plant fellow employees took him to a saloon and left him there; late at night employees in the saloon, thinking him drunk, put him out; after exposure to the elements (it was winter) Clement was picked up by the police and taken to the station, where he spent the remainder of the night on a bench. Clement died a few days later. Suit for \$10,000 was instituted, to which it was replied that Clement had been drinking, but was able to take care of himself when removed to the saloon. The company obtained transfer of the case to United States district court, where on trial a motion to direct the jury to find for the company was sustained.

Alma Albrecht recovered \$966.66 from Morris Bros., plumbers, on account of the death of her husband, Adolph Albrecht, 78 years old, was making \$100 a month dealing in musical instruments. He left his widow and four adult children. The plumbers had dug a trench near Albrecht's home. It was alleged that when their employees failed to cover the trench with boards one night Albrecht fell into the



trench and was fatally hurt. He sued for \$5,000 damages, but before trial the man died. The suit was revived in the name of his widow as administratrix of his estate with a demand for \$10,000. The defense was that the trench was on private property and it was not customary to cover such excavations with boards; that Mrs. Albrecht had ordered the men to place the boards on previous nights and they had done so merely as assistance to her; that if on this night the boards were not in place it was Mrs. Albrecht's fault. The jury valued the man's life at \$966.66 and the case went no further.

The wife and parents of Arthur W. Taylor got nothing at all from the Leonard Construction company for his death. Taylor, employed as a carpenter, was killed when a scaffold on which he was at work on the eighth story of a building gave way. Taylor's wife was wholly dependent upon him and his parents partially dependent upon him. In the suit \$25,000 was asked. The defendant obtained removal to United States court, where on a plea of contributory negligence the jury was instructed to find against the plaintiff.

Biggest Recovery of the Year.

In part by settlement and in part by trial the parents of Martin J. Fitzgerald obtained \$8,400 as compensation for his death from the Union Stock Yards company and the Burlington railroad. They also were paid \$2,100 out of the Burlington's relief fund. This was practically the same as insurance money, as Fitzgerald had paid premiums into the fund. Fitzgerald, about 23 years old, was employed as a member of a Burlington switching crew in the Union stock yards. He was known as a student in the switching department. The record does not indicate what he earned, but he gave all his wages, except a few dollars a month, to his parents, with whom he lived. One day Fitzgerald was ordered to couple an engine and car. The car coupling being defective it was necessary to step in between the car and the engine to perform his task. He could have done this safely had the engine approached the car slowly, but an engine and string of cars, operated by employees of the stock yards company, was suddenly driven with great force against the engine Fitzgerald was about to couple and he was crushed to death. The parents settled with the Burlington for \$4,400, in addition to \$2,100 paid by the Burlington's relief fund department. Later they sued the Union Stock Yards company for reimbursement for the young man's death. On request of the company, the trial court directed verdict in its favor because the parents had already settled with the railroad company for damages suffered by the son's death. The ruling of the district court, however, was reversed by the supreme court, which held that the settlement with the Burlington did not discharge any others from liability; that it would have done so had the sum paid by the road actually been full compensation for the loss, but so long as it

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WHAT is the value of a human life? Who can measure it? With what scale? By what standard? In every life there are too many elements and qualities and relations to other lives to permit any perfect understanding of its value; no one can measure the joy of a child's heart when it runs to meet its father, coming home from work; no one can measure the happiness in the soul of the good man's wife, created and nourished by his loving care; no one can measure the peace of mind that belongs to the man who has a home and wife and children whom he loves and who love him.

To some loved ones, far away perhaps, the life of the common section hand may be worth as much as is the life of the railroad president to those who hold him dear; perhaps it is worth more; the death of the humblest and cheapest employee in a packing house probably is as irreparable to some one as that of the department superintendent to some one else.

All that man can do is to estimate the value of a human life in material things, by material standards, in dollars and cents; to determine how much money his life is worth by mathematical consideration of his earning ability and his life expectancy and the needs and life expectations of his family.

At public meetings of the employers' liability and workmen's compensation commission, held in Omaha a few weeks ago, the wide differences of opinion that appeared in discussing the compensation for loss of life proved the complexity of the problem. Some considered the proposed maximum death benefit of \$4,800 too low, though it is greater than that of any similar law, except in California, where it is \$5,000. Others considered it far too high and declared it much more than what now is recovered after attorney's fees are paid.

Court Records Give Answers.

Yet, as a matter of fact, this question of what a human life is worth is being answered every little while right here in Omaha, and the answers are found in the court records showing the verdicts given by juries where suits have been prosecuted by dependent survivors or where settlements effected out of court are made permanent by going through the form of confessing judgments. To get an idea what these answers to the questions are the official records of the district court for a year have been carefully gone over and the circumstances noted and studied.

The records for this particular year show twenty-two suits for damages resulting from deaths suffered through accident. Seven of these were filed not for trial, but merely to make settlements matters of record and thereby protect the nominal defendants against future actions. Settlement having been agreed upon, both sides went into court; the administrator of the estate files petition for damages; the defendant an answer and offer to confess judgment in the amount agreed upon; the offer is accepted as per agreement out of court. In seven cases settlement was effected either before the last legal lengths had been reached; in the others both sides fought it out until it was useless to fight longer.

The total of amounts paid for the twenty-two lives was \$36,448.66; the average was \$1,656.75 and a fraction of a cent. In five cases nothing at all was paid. The highest amount paid on account