No. 1529.

MOUNTAIN ICE COMPANY ET AL.

v.

DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY.

No. 1549.

SAME

v.

DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY ET AL.

No. 1631.

MOUNTAIN ICE COMPANY AND TROUT LAKE ICE COMPANY

v.

ERIE RAILROAD COMPANY.

No. 1632.

SAME

v.

ERIE RAILROAD COMPANY ET AL.

Submitted November 1, 1910. Decided November 14, 1910.

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1. The averments in the original complaints herein can not be construed as the filing of claims for reparation; but the supplemental complaints, when taken in connection with the original complaints, constitute filing of claims for reparation, within the sixteenth section, sufficient to interrupt the running of the two-year period.
2. A complainant should state seasonably and with sufficient definiteness whether he will claim reparation, so that the Commission and the defendants may be advised of the nature of the claim; but every rule of convenience and of justice requires that, having made this statement in those general terms, the matter may be held in abeyance until the main question has been decided and the parties know whether any reparation will be awarded, and if so, upon what basis.

3. In all shipments made by the Mountain Ice Company, except those to a particular consignee, that company and not the consignee is entitled to reparation, as the ice was sold for a delivered price, and by the terms of contract of sale the freight money was to be paid by the ice company. *Nicola, Stone & Myers Co. case*, 14 I. C. C. Rep., 199, cited and followed. In the other cases reparation should be awarded to the consignees.
4. Contention that there was not sufficiency of parties defendant in certain of these cases is not sustained by the record.
5. Reparation awarded in various sums in these four cases for unreasonable rates exacted for the transportation of ice from points in New Jersey and Pennsylvania to various interstate destinations.

R. S. Hudspeth and *H. C. Reynolds* for complainants and interveners.

H. A. Taylor for Erie Railroad Company; New York, Susquehanna & Western Railroad Company; and Wilkes Barre & Eastern Railroad Company.

J. L. Seager for Delaware, Lackawanna & Western Railroad Company.

Henry Wolf Biklé and *George Stuart Patterson* for Pennsylvania Railroad Company.

Charles Heebner for Philadelphia & Reading Railway Company and Atlantic City Railroad Company.

Joseph F. Keany and *Dominic B. Griffin* for Long Island Railroad Company.

Jackson E. Reynolds for Central Railroad Company of New Jersey.

Edgar H. Boles for Lehigh Valley Railroad Company.

John J. Beattie for Lehigh & Hudson River Railroad Company.

Supplemental Report of the Commission.

Prouty, *Commissioner:*

All the above four cases now stand for disposition upon prayer for reparation. For other decisions in these cases, see 15 I. C. C. Rep., 305, and 17 ib., 447.

In No. 1529, *Mountain Ice Company et al.* v. *Delaware, Lackawanna & Western Railroad Company*, the Mountain Ice Company, the Tobyhanna Creek Ice Company, the Tobyhanna & Pocono Springs Ice Company, and the Lynchwood Lake Ice Company are the complainants, while the Delaware, Lackawanna & Western Railroad Company is the sole defendant. The complainants all operate ice plants in the Pocono Mountains upon the line of the Lackawanna Railroad, and this complaint attacks rates from those various plants to points of consumption upon the Delaware, Lackawanna & Western in New Jersey.

In No. 1549, *Mountain Ice Company et al.* v. *Delaware, Lackawanna & Western Railroad Company et al.*, the same parties are com-

plainants, but the connections of the Lackawanna are joined as defendants. The points of origin are the same in this case, but the points of destination are located upon other lines of railway, particularly upon the Long Island Railroad and upon the Pennsylvania Railroad, Philadelphia being the principal receiving point upon the latter.

In No. 1631, *Mountain Ice Company et al.* v. *Erie Railroad Company*, the complainants are the Mountain Ice Company and the Trout Lake Ice Company, while the only defendant is the Erie. The points of origin in this case are Sterling Forest, in the State of New York, and Pocono Mountain points, in the State of Pennsylvania. The points of delivery named are upon the line of the Erie system in New Jersey.

In No. 1632, *Mountain Ice Company et al.* v. *Erie Railroad Company et al.*, the complainants are the same, but certain connections of the Erie are joined as defendants. The points of origin in this complaint are the same as in No. 1631, but the points of destination are different, being largely the same as those embraced in No. 1549.

No. 1529 was filed April 22, 1908; No. 1549, May 5, 1908; Nos. 1631 and 1632 were both filed July 8, 1908.

The rates attacked had been several times advanced, the last advance having occurred at the beginning of the season of 1906. When the first complaint was filed, April 22, 1908, rates higher than those finally established by the Commission had already been in effect for more than two years, and since rates upon all the lines and to all the places covered by the four complaints were advanced simultaneously, this was even more true at the date of the filing of the other complaints with respect to those rates. It will be seen, therefore, that if the filing of these original complaints interrupted the running of the two-year period, certain shipments were already barred by the time limit. The serious question in these cases is the application of the statute of limitations, and the first branch of that question, did the filing of these complaints interrupt the running of the statute?

The language of all the complaints upon the subject of reparation is identical, and is as follows:

> This petition is presented upon behalf of the complainants and such other persons, firms, or corporations as may hereafter by proper petition become parties in interest to this suit, and the complainants reserve the right to show damages and to demand reparation at any time thereafter, to which any of them, or intervenors in this action may be entitled under the law.

The prayer makes no allusion whatever to the subject of reparation or damages.

In our opinion this averment in these complaints can not be construed as the filing of a claim for reparation. It is true that the

complaints state that the complainants have shipped ice and have been compelled to pay excessive rates for that service, but this reference to the subject of reparation contains no statement whatever that reparation will be demanded; nor is there any prayer in the complaints that reparation be awarded. The attorney for the complainants did not seriously contend upon the argument that this amounted to the filing of a claim for damages within the meaning of the sixteenth section.

On November 6, 1908, there was filed in each one of these cases a supplemental petition by the Mountain Ice Company alone. These petitions are identical in all the cases except that the points of origin differ.

This petition is by its terms supplemental to the original complaint, and states that the original complaint sets out with particularity the cause of complaint. The supplemental petition further avers that the complainants have shipped large quantities of ice over the lines of the defendant, for which an unreasonable charge has been made. The points of origin are definitely named; the points of destination are stated to be upon the lines of the defendant in various states. The allegation is that the ice involved in these shipments were sold f. o. b. the point of delivery, and therefore that the freight has been paid by the complainants.

The supplemental petition further states that the detail of these excessive charges will be shown by a statement which the petitioner begs to file, and which will specifically set forth the amount of its claim for reparation.

Is the above supplemental petition, when taken in connection with the original petition, a filing of the claim of the Mountain Ice Company, for reparation within the sixteenth section, sufficient to interrupt the running of the two-year period?

In our opinion it is. It contains a clear statement that the complainants have made shipments of ice over the lines of the defendants; that the defendants have charged and that the complainants have paid an excessive rate, and that the complainants will seek to recover as reparation the amount of this excessive charge.

There is no statement of any definite number of shipments, nor of any definite amount claimed, nor is there any statement of the period within which these shipments have been made; but the original petition refers definitely to the rates which are in controversy, setting forth in great detail the points between which the rates apply, the history of the rates themselves, and the contention of the complainants as to the reasonableness of these rates. Both the Commission and the defendants were fully advised of exactly what the complainants claimed in the way of reparation, and to have gone into

greater detail at that time would have been a work of great expense without profit to anyone.

This supplemental complaint was filed November 6, 1908. The case was not decided until February 2, 1909. This first decision only determined the rate as to certain terminal points, leaving the carriers themselves to check in the rates at intermediate and related points. The final decision of the Commission establishing rates in detail to the various points set out in the original petitions was not made until January 3, 1910. Until that time neither the defendants nor the complainants could know the amount of reparation to which the complainants were entitled or the points with respect to which reparation would be allowed. To have required the complainants to set forth in detail their claim for damages would simply have been to require them to file a statement of every shipment of a carload of ice during the period covered. In what way could that have profited either the defendants or the Commission? The defendants had in their own possession all this information. They were advised that claim would be made with respect to these shipments. If they have parted with any evidence bearing upon that claim, they have done so advisedly, and should assume the responsibility. But there is no pretense of this sort. The defendants do not insist that they are to the slightest degree inconvenienced or injured by the fact that these detailed statements were not sooner filed.

Admitting that at some time the complainants should present to the defendants a specification showing the several shipments upon which claim for damages is based, still that statement stands like a bill of particulars in a suit at law, which may or may not be required according as the due administration of justice requires.

It is due both to the Commission and to the defendants that a complainant should state seasonably whether he will claim reparation, and that he should state this with sufficient definiteness so that both the Commission and the carrier may be advised of the nature of this claim; but every rule of convenience and of justice requires that, having made this statement in those general terms, the matter may be held in abeyance until the main question has been decided and the parties know whether any reparation will be awarded, and if so, upon what basis.

There is a wide distinction between this case, involving rates to numerous destinations which have been attacked but are still in effect, and an instance where reparation is claimed on account of some one or more specific transactions in the past. A general description which would be entirely adequate in this case to definitely show the extent of the damages claimed would be entirely insufficient for that purpose in the other.

The Mountain Ice Company claims to have sold all its ice at a delivered price, with the exception of that furnished one purchaser in Philadelphia by the name of Bahrenburg. Except as to this consignee, therefore, it is the claim of the Mountain Ice Company that the freight money has been paid by it, and that it is entitled to the reparation. All the other complainants sold their ice f. o. b. the cars at the point of origin, so that the freight money was paid by the consignee, and none of the complainants except the Mountain Ice Company make any claim for reparation. For the purpose of recovery in case of shipments to Bahrenburg and by the other complainants, intervening petitions have been filed upon leave obtained from the Commission by the several consignees. These intervening petitions were filed at different dates, beginning early in 1909. A few of them were in form like the petition for reparation filed by the Mountain Ice Company itself, except that the petitioner states that he purchased the ice from some one of the complainants, which is named, had made shipments from certain definite points to a definite point, his place of business, and had himself paid the freight.

The other petitions of intervention seem to have been drawn with great care and contain more detail than is found in the supplemental petition filed by the Mountain Ice Company November 6, 1908, and above referred to. If that petition was sufficient to interrupt the running of the two-year period, these petitions of intervention subsequently filed by the consignees would clearly have that effect. We hold, therefore, that the various consignees who have filed intervening petitions and who are entitled to reparation should be allowed such damages for a period of two years previous to the date of the filing of their respective petitions of intervention.

As already said, the Mountain Ice Company claims to have paid the freight on all ice shipped from its ice houses except that sent to Bahrenburg at Philadelphia, and it filed on November 6 a petition of reparation so stating. Upon further consideration, there seems to have been some doubt in the minds of the advisers of that company whether the transaction which actually occurred would amount to a payment of the freight by the Mountain Ice Company, or whether it would be held to be a payment by the consignee, and out of abundant caution, for the purpose of saving any question of this kind, the attorneys of the Mountain Ice Company filed petitions of intervention by the consignees in all cases where the shipment was to parties other than the Mountain Ice Company itself or its agents. These petitions of intervention are signed by the consignee, and they state that the freight was paid by him. The attorneys for the Mountain Ice Company are in all cases the attorneys of record for these consignees, and they state that the consignee claims no interest in the reparation. If

recovered in the name of the consignee the damages would belong to the Mountain Ice Company.

We hold that in case of all shipments by the Mountain Ice Company, except those to Bahrenburg, that company and not the consignee is entitled to reparation. The ice was sold for a delivered price, and by the terms of the contract of sale the freight money was to be paid by the ice company. Under arrangement between that company and the consignee the latter, in fact, paid the money to the carrier and was reimbursed by the ice company; that is, the consignee was the agent of the ice company in the making of this payment, and the payment, upon every rule of law, was a payment by the principal. This was our holding in the *Nicola, Stone & Myers Co. case*, 14 I. C. C. Rep., 199, to which we adhere now. If equities were to arise between the consignee, who, in fact, paid the money, and the railroad, having no knowledge of the arrangement between the shipper and the consignee, a different question might perhaps be presented.

In case of shipments by the Mountain Ice Company to Bahrenburg and by all the other complainants, reparation should be awarded to the consignees for a period beginning two years previous to the filing of the intervening petitions by these respective parties.

Upon the argument a further question was made by counsel for the Erie Railroad in reference to the sufficiency of parties in the two suits to which that company is a defendant. In No. 1631, as originally brought and served, the Erie Railroad was the only defendant named. The Wilkesbarre & Eastern and the New York, Susquehanna & Western are parts of the Erie system through stock ownership, but are operated as independent properties. The ice houses of the complainants in the Pocono Mountains are located upon the Wilkesbarre & Eastern, and many points of delivery specified in the original complaint were upon the New York, Susquehanna & Western. The complaint therefore of necessity showed that those roads were necessary parties, since almost the entire transportation was over those lines.

In No. 1632 the Erie Railroad and certain other railroads were joined, the transportation in question being from points upon the Erie system to points upon the lines of its connections. The Wilkesbarre & Eastern and the New York, Susquehanna & Western were necessary parties to this proceeding to exactly the same extent as they were to No. 1631, and this the complaint itself expressly shows, since the points of origin are upon the Wilkesbarre & Eastern and the course of transportation over the New York, Susquehanna & Western, as clearly appeared by the complaint.

When the matter came on for hearing the attorney for the Erie objected that the New York, Susquehanna & Western and the

Wilkesbarre & Eastern were operated as separate entities and had not been made parties to the proceeding. Thereupon the solicitor for the complainants asked leave to bring in these roads, and this leave was granted in both cases. It seems that in point of fact an amendment to the petition bringing in these two companies was filed in No. 1631 but not in No. 1632. This amendment was filed upon the hearing in October, 1908. The Wilkesbarre & Eastern and the New York, Susquehanna & Western were given leave to answer, and did answer the complaint in both No. 1631 and No. 1632.

After the promulgation of the first decision by the Commission and in consequence of the alleged failure of the defendants to check in proper rates in accordance with the suggestion of that decision, the complainants filed a supplemental complaint asking the Commission to establish rates at the different points named in the original petitions. This supplemental petition stated that an amendment had been filed in No. 1631 making the New York, Susquehanna & Western and the Wilkesbarre & Eastern parties to that proceeding, but that through error it had not been filed in No. 1632, and leave was asked to consider the amendment as filed in the latter case. Counsel for the Erie insists that the effect of this petition was to transfer the amendment from No. 1631 to No. 1632, and argues that no order for reparation can be made in either case—not in 1631 because there are no parties, nor in 1632 because there is no suitable complaint.

We do not recognize the force of this suggestion. There was exactly the same reason for amending the complaint by the introduction of these parties in No. 1632 as in No. 1631. Leave was granted to amend in that respect in both proceedings. These defendants understood that they had been made parties to both proceedings, for they filed answers in both. The case has proceeded as though they were parties, and it is for the first time suggested upon the final argument of this matter that they are not properly before the Commission. We are inclined to hold that they are; but if not, then the necessary amendment should be treated as filed *nunc pro tunc*.

It should be noted that these proceedings for reparation are not of necessity controlled by the former proceedings in which the rate for the future was established. Even though these companies were not proper parties to No. 1632 when the order of the Commission was made in that case, none the less they may be made parties now in these further proceedings for damages.

One further question arises: In disposing of the original case the Commission established the rate to Hoboken and Jersey City, these being terminal points upon the Delaware, Lackawanna & Western and the Erie lines. It did not attempt to establish rates at the great number of points named in the complaints, but stated that the defendants should check in corresponding rates at these points. The defendants

did establish at strictly intermediate points rates not higher than the terminal rate fixed by the Commission, but declined to establish similar rates at off-the-line points which had previously taken the same rate as the line point. A supplemental petition was thereupon brought for the purpose of compelling the establishment of similar rates at off-the-line points. In some instances the Commission did reduce these rates by its report of January 3, 1910; but in most instances it declined to do so. The Erie Railroad now insists that no reparation should be allowed with respect to these intermediate points, since the action of that company in reducing its rate to such points was voluntary and not in obedience to an order of the Commission.

The Commission found the rate to be unreasonable to the terminal point. There is no reason why we must not also have found that same rate unreasonable to the intermediate point upon the direct line of transportation. We now find that such rates were unreasonable and award reparation with respect to those points. The status of the great number of other points named in the original complaint with respect to reparation has been definitely fixed by our report of January 3, 1910. Reparation will therefore be awarded with respect to shipments made to terminal points and to strictly intermediate points and also with respect to shipments to those points as to which reparation was expressly given by the decision of January 3, 1910, and as to no other points.

No. 1529.

In this case we find that the Mountain Ice Company subsequent to November 6, 1906, shipped from the points to the points named below, the quantities of ice which are named in the kind of cars named; that the Mountain Ice Company paid to the defendant freight charges at the rate charged; that such rate was excessive and exceeded a reasonable rate by the amount per ton shown in the column headed "per ton;" that the difference between the amount paid at the then established rate and the amount which should have been paid at a reasonable rate is as shown below in the column headed "total," and that the Mountain Ice Company is entitled to an order of damages in those sums, with interest from April 22, 1908.

Shipped from—	Kind of car.	Tons.	Rate charged.	Reparation.	
				Per ton.	Total.
				Cents.	
Gouldsboro[1] to Hoboken[1]	Box	54,635	$0.85	20	$10,913.02
	Ice	49,849	.85	10	4,004.06
Gouldsboro to Brooklyn	Box	5,221	1.10	20	1,044.70
	Ice	5,106	1.10	10	242.80
Netcong[1] to Brooklyn	Box	3,486	.85	10	348.81
					16,553.39

[1] And points taking same rate.

We further find that the Tobyhanna Creek Ice Company shipped from the points to the points named below the quantities of ice which are named in the kind of cars named; that the Tobyhanna Creek Ice Company paid to the defendant freight charges at the rate charged; that such rate was excessive and exceeded a reasonable rate by the amount per ton shown in the column headed "per ton;" that the difference between the amount paid at the then established rate and the amount which should have been paid at a reasonable rate is as shown below in the column headed "total," and that the Tobyhanna Creek Ice Company is entitled to an order of damages in those sums, with interest from April 22, 1908.

Shipped from—	Kind of car.	Tons.	Rate charged.	Reparation.	
				Per ton.	Total.
				Cents.	
Gouldsboro[1] to Paterson[1]	Box	7,041	$0.85	20	$1,408.20
	Ice	5,359	.85	10	404.04
					1,812.24

[1] And points taking same rate.

We further find that the Lynchwood Lake Ice Company shipped from the points to the point named below the quantity of ice which is named in the kind of car named; that the Lynchwood Lake Ice Company paid to the defendant freight charges at the rate charged; that such rate was excessive and exceeded a reasonable rate by the amount per ton shown in the column headed "per ton;" that the difference between the amount paid at the then established rate and the amount which should have been paid at a reasonable rate is as shown below in the column headed "total;" and that the Lynchwood Lake Ice Company is entitled to an order of damages in that sum, with interest from April 22, 1908.

Shipped from—	Kind of car.	Tons.	Rate charged.	Reparation.	
				Per ton.	Total.
				Cents.	
Gouldsboro[1] to Washington	Box	187	$0.75	10	$18.78

[1] And points taking same rate.

No. 1549.

In this case we find that the Mountain Ice Company subsequent to November 6, 1906, shipped from the points to the points named below by the railroads named in the column headed "via," the quantities of ice which are named in the kind of cars named; that the

Mountain Ice Company paid to the defendants freight charges at the rate charged; that such rate was excessive and exceeded a reasonable rate by the amount per ton shown in the column headed "per ton;" that the difference between the amount paid at the then established rate and the amount which should have been paid at a reasonable rate is as shown below in the column headed "total;" and that the Mountain Ice Company is entitled to an order of damages in those sums, with interest from May 5, 1908.

Shipped from—	Via—	Kind of car.	Tons.	Rate charged.	Reparation.	
					Per ton.	Total.
					Cents.	
Gouldsboro to Philadelphia [1]	D., L. & W.; P. R. R.	Box	36,138	$1.40	20	$7,227.60
		Ice	39,830	1.40	5	1,991.50
Do	D., L. & W.; C. N. J.; P. & R.	Box	21,192	1.40	20	4,238.40
		Ice	34,058	1.40	5	1,702.90
Do	P. R. R.; D., L. & W.: C. N. J.; P. & R.	Box	2,199	1.40	20	439.80
		Ice	4,734	1.40	5	232.42
Gouldsboro [1] to Jamaica [1]	D., L. & W.; Long I.	Box	10,171	1.40	20	2,034.20
		Ice	8,131	1.40	5	406.60
Gouldsboro to Point Pleasant	D., L. & W.; C. N. J.	Box	24	1.10	20	4.80
		Ice	133	1.10	5	6.75
Gouldsboro to Trenton	D., L. & W.; P. R. R.	Box	7,550	1.25	20	1,510.00
		Ice	5,201	1.25	5	260.05
Gouldsboro [1] to Perth Amboy [1]	D., L. & W.; L. V.; P. R. R.	Box	851	1.30	20	170.20
		Ice	680	1.30	5	34.25
Gouldsboro to Freehold	D., L. & W.; P. R. R.	Box	22	1.45	20	4.40
		Ice	105	1.45	5	5.19
Gouldsboro to Asbury Park	D., L. & W.; C. N. J.	Box	150	1.45	20	30.00
		Ice	744	1.45	5	35.29
Gouldsboro to Glen Head	D., L. & W.; Long I.	Box	55	1.60	20	11.00
		Ice	277	1.60	5	11.35
Gouldsboro to Moorestown [1]	D., L. & W.; P. R. R.	Box	416	1.65	20	83.20
		Ice	1,210	1.65	5	61.64
Gouldsboro to Swedesboro	D., L. & W.; P. R. R.	Box	548	1.70	20	109.60
		Ice	1,109	1.70	5	55.88
Gouldsboro to Point Pleasant	D., L. & W.; C. N. J.	Box	297	1.70	20	59.40
		Ice	671	1.70	5	33.55
Gouldsboro to Penns Grove	D., L. & W.; P. R. R.	Box	91	1.80	25	22.75
		Ice	690	1.80	10	69.20
Gouldsboro to Ocean City [1]	D., L. & W.; P. R. R.	Box	559	1.95	20	111.80
		Ice	4,800	1.95	5	242.09
Gouldsboro to Ocean Grove	D., L. & W.; C. N. J.	Box	706	1.45	20	141.20
		Ice	1,800	1.45	5	107.78
Pocono Summit to Trenton	D., L. & W.; P. R. R.	Box	383	1.10	5	21.59
Netcong [1] to Brooklyn [1]	D., L. & W.; Long I.	Box	14,696	1.15	20	2,939.20
		Ice	23,307	1.15	5	1,179.15
Netcong to Sheepshead Bay	D., L. & W.; Long I.	Box	193	1.30	20	38.60
		Ice	907	1.30	5	51.56
Netcong to Glen Head [1]	D., L. & W.; Long I.	Box	350	1.35	20	70.00
		Ice	1,067	1.35	5	33.94
						25,788.83

[1] And points taking same rate.

We further find that the Tobyhanna Creek Ice Company shipped from the points to the points named below by the railroads named in the column headed "via," the quantities of ice which are named in the kind of cars named; that the Tobyhanna Creek Ice Company paid to the defendants freight charges at the rate charged; that such rate was excessive and exceeded a reasonable rate by the amount per ton shown in the column headed "per ton;" that the difference between the amount paid at the then established rate and the amount which should have been paid at a reasonable rate is as shown below in the

column headed "total;" and that the Tobyhanna Creek Ice Company is entitled to an order of damages in those sums, with interest from May 5, 1908.

Shipped from—	Via—	Kind of car.	Tons.	Rate charged.	Reparation.	
					Per ton.	Total.
					Cents.	
Gouldsboro[1] to Philadelphia[1].	D., L. & W.; P. R. R.....	Box...	3,790	$1.40	20	$758.00
		Ice....	6,811	1.40	5	307.82
Gouldsboro to Asbury Park[1]..	D., L. & W.; C. R. R. N. J..	Box...	85	1.45	20	17.00
		Ice....	58	1.45	5	3.01
Gouldsboro to West Newark[1].	D., L. & W.; P. R. R.....	Box...	730	1.10	15	109.50
		Ice....	1,012	1.10	5	50.72
Gouldsboro to New Brunswick.[1]	D., L. & W.; Long I.....	Box...	703	1.25	20	140.60
		Ice....	3,446	1.25	5	172.42
Gouldsboro to Trenton[1].....	D., L. & W.; P. R. R.....	Box...	1,438	1.25	20	287.60
		Ice....	3,319	1.25	5	264.05
Gouldsboro to Ocean City[1]...	D., L. & W.; P. R. R.; W. J. S. S.	Box...	261	1.95	20	52.20
		Ice....	1,831	1.95	5	96.13
						2,259.05

[1] And points taking same rate.

We further find that the Lynchwood Lake Ice Company shipped from the points to the points named below by the railroads named in the column headed "via," the quantities of ice which are named in the kind of cars named; that the Lynchwood Lake Ice Company paid to the defendants freight charges at the rate charged; that such rate was excessive and exceeded a reasonable rate by the amount per ton shown in the column headed "per ton;" that the difference between the amount paid at the then established rate and the amount which should have been paid at a reasonable rate is as shown below in the column headed "total;" and that the Lynchwood Lake Ice Company is entitled to an order of damages in those sums, with interest from May 5, 1908.

Shipped from—	Via—	Kind of car.	Tons.	Rate charged.	Reparation.	
					Per ton.	Total.
					Cents.	
Gouldsboro to Trenton[1].....	D., L. & W.; P. R. R	Box...	139	$1.25	20	$27.80
		Ice....	552	1.25	5	28.17
Gouldsboro to Riverside....	D., L. & W.; P. R. R	Box...	2,751	1.40	20	550.20
		Ice....	4,513	1.40	5	236.36
Gouldsboro to Moorestown..	D., L. & W.; P. R. R	Box...	311	1.65	20	62.20
		Ice....	868	1.65	5	42.94
						947.67

[1] And points taking same rate.

We further find that the Tobyhanna & Pocono Springs Ice Company shipped from the points to the point named below by the railroads named in the column headed "via," the quantity of ice which is

named in the kind of cars named; that the Tobyhanna & Pocono Springs Ice Company paid to the defendants freight charges at the rate charged; that such rate was excessive and exceeded a reasonable rate by the amount per ton shown in the column headed " per ton; " that the difference between the amount paid at the then established rate and the amount which should have been paid at a reasonable rate is as shown below in the column headed " total; " and that the Tobyhanna & Pocono Springs Ice Company is entitled to an order of damages in that sum, with interest from May 5, 1908.

Shipped from—	Via—	Kind of car.	Tons.	Rate charged.	Reparation.	
					Per ton.	Total.
					Cents.	
Gouldsboro[1] to Holly Beach...	D., L. & W.; P. R. R..	{Box...	151	$1.95	20	$30.20
		{Ice....	1,654	1.95	5	82.80
						113.00

[1] And points taking same rate.

We further find that the Mountain Ice Company shipped from the points to the point named below by the railroads named in the column headed " via," the quantity of ice which is named in the kind of cars named; that the consignee thereof paid to the defendants freight charges at the rate charged; that such rate was excessive and exceeded a reasonable rate by the amount per ton shown in the column headed " per ton; " that the difference between the amount paid at the then established rate and the amount which should have been paid at a reasonable rate is as shown below in the column headed " total; " and that the consignee, J. H. Bahrenburg, is entitled to an order of damages in that sum, with interest from May 5, 1908.

Shipped from—	Via—	Kind of car.	Tons.	Rate charged.	Reparation.	
					Per ton.	Total.
					Cents.	
Gouldsboro[1] to Philadelphia..	D., L. & W.; P. R. R..	{Box...	21,671	$1.40	20	$4,334.20
		{Ice....	13,965	1.40	5	708.04
						5,042.24

[1] And points taking same rate.

No. 1631.

In this case we find that the Mountain Ice Company subsequent to November 6, 1906, shipped from the point to the points named below the quantities of ice which are named in the kind of cars moved; that

the Mountain Ice Company paid to the defendant freight charges at the rate charged; that such rate was excessive and exceeded a reasonable rate by the amount per ton shown in the column headed "per ton;" that the difference between the amount paid at the then established rate and the amount which should have been paid at a reasonable rate is as shown below in the column headed "total;" and that the Mountain Ice Company is entitled to an order of damages in those sums, with interest from July 8, 1908.

Shipped from—	Kind of car.	Tons.	Rate charged.	Reparation.	
				Per ton.	Total.
				Cents.	
Sterling Forest to Jersey City[1]	Box	4,859	$0.60	10	$485.90
	Ice	3,317	.60	5	168.61
					654.51

[1] And points taking same rate.

No. 1632.

In this case we find that the Mountain Ice Company subsequent to November 6, 1906, shipped from the points to the points named below by the railroads named in the column headed "via," the quantities of ice which are named in the kind of cars named; that the Mountain Ice Company paid to the defendants freight charges at the rate charged; that such rate was excessive and exceeded a reasonable rate by the amount per ton shown in the column headed "per ton;" that the difference between the amount paid at the then established rate and the amount which should have been paid at a reasonable rate is as shown below in the column headed "total;" and that the Mountain Ice Company is entitled to an order of damages in those sums, with interest from July 8, 1908.

Shipped from—	Via—	Kind of car.	Tons.	Rate charged.	Reparation.	
					Per ton.	Total.
					Cents.	
Gouldsboro[1] to Hoboken [1]	W. B. & E.; N. Y. S. & W.; Erie.	Box	34,008	$0.85	20	$6,801.70
		Ice	16,365	.85	10	1,525.86
						8,327.56

[1] And points taking same rate.

We further find that the Trout Lake Ice Company shipped from the points to the points named below by the railroads named in the column headed "via," the quantities of ice which are named in the

kind of cars named; that the Trout Lake Ice Company paid to the defendants freight charges at the rate charged; that such rate was excessive and exceeded a reasonable rate by the amount per ton shown in the column headed "per ton;" that the difference between the amount paid at the then established rate and the amount which should have been paid at a reasonable rate is as shown below in the column headed "total;" and that the Trout Lake Ice Company is entitled to an order of damages in those sums, with interest from July 8, 1908.

Shipped from—	Via—	Kind of car.	Tons.	Rate charged.	Reparation.	
					Per ton.	Total.
					Cents.	
Reeders to Jersey City[1]	W. B. & E.; N. Y. S. & W.	Box	10,344	$0.85	20	$2,059.30
		Ice	7,207	.85	10	716.38
						2,775.68

[1] And points taking same rate.

We further find that the Mountain Spring Ice Company shipped from the points to the points named below by the railroads named in the column headed "via," the quantities of ice which are named in the kind of cars named; that the Mountain Spring Ice Company paid to the defendants freight charges at the rate charged; that such rate was excessive and exceeded a reasonable rate by the amount per ton shown in the column headed "per ton;" that the difference between the amount paid at the then established rate and the amount which should have been paid at a reasonable rate is as shown below in the column headed "total;" and that the Mountain Spring Ice Company is entitled to an order of damages in those sums, with interest from July 8, 1908.

Shipped from—	Via—	Kind of car.	Tons.	Rate charged.	Reparation.	
					Per ton.	Total.
					Cents.	
Gouldsboro[1] to Paterson	W. B. & E.; N. Y. S. & W.	Box	1,175	$0.85	20	$235.00
		Ice	3,819	.85	10	382.12
						617.12

[1] And points taking same rate.