

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 June 17, 1911. Decided June 20, 1911.*

---

Prior reparation orders 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exacted for the transportation of ice from points in New Jersey and Pennsylvania to various interstate destinations rescinded, and additional orders of reparation issued on modified findings of fact.

*H. C. Reynolds* and *J. H. Donnelly* for complainants.

*J. L. Seager* and *A. S. Learoyd* for Delaware, Lackawanna & Western Railroad Company.

*H. A. Taylor* for Erie Railroad Company.

SUPPLEMENTAL REPORT OF THE COMMISSION.

PROUTY, *Commissioner*:

After the publication of the report of the Commission in the above cases awarding reparation and service of the orders for the payment of the amounts awarded, 21 I. C. C. Rep., 45, the complainants moved for certain modifications in the findings of fact and the orders themselves.

21 I. C. C. Rep.

The matter was set down for a further hearing, at which all parties were represented and fully heard.

It had appeared in previous proceedings that the freight money was paid in case of all the ice companies, complainants, except the Mountain Ice Company, by the consignee, but the Commission understood that the various ice companies had taken assignments from the consignees of their claims against the railway companies and desired an order for the payment of the damages to the ice companies. Upon this last hearing it appeared that such was not the fact, and therefore the order should run to the individual consignees and not to the ice companies by which the shipments were made.

There were also some minor mistakes upon both sides which should be corrected. As the easiest means of making these corrections the statements of fact have been entirely rewritten.

In stating these findings of fact the following abbreviations are used to designate the different carriers: D., L. & W., Delaware, Lackawanna & Western Railroad; P. R. R., Pennsylvania Railroad; C. N. J., Central Railroad of New Jersey; P. & R., Philadelphia & Reading Railway; Long I., Long Island Railroad; W. J. & S. S., West Jersey & Seashore Railroad; W. B. & E., Wilkes Barre & Eastern Railroad; N. Y. S. & W., New York, Susquehanna & Western Railroad.

The statements below should be substituted for those in the original report, beginning on page 53.

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.
				<i>Cents.</i>	
Gouldsboro <sup>1</sup> to Hoboken <sup>1</sup> .....	{Box.....	54,565.1	\$0.85	20	\$10,913.02
	{Ice.....	40,040.6	.85	10	4,004.06
Gouldsboro to Brooklyn.....	{Box.....	6,111.5	1.10	20	1,222.30
	{Ice.....	2,483.0	1.10	10	248.30
Netcong <sup>1</sup> to Brooklyn.....	Box.....	3,488.1	.85	10	348.81
					16,736.58

<sup>1</sup> 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 consignees 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 consignees named below are severally 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.
Gouldsboro to Paterson (Paterson Consolidated Ice Co., consignee).	Box.....	961	\$0.85	<i>Cents.</i> 20	\$192.20
	Ice.....	681.7	.85	10	68.17
					260.37
Gouldsboro to Orange (A. Diecks, consignee) .....	Box.....	455	.85	20	91.00
	Ice.....	650.7	.85	10	65.07
					156.07
Gouldsboro to Newark (Union Ice Co., consignee) ...	Box.....	5,625	.85	20	1,125.00
	Ice.....	2,708	.85	10	270.80
					1,395.80

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 consignee 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 consignee 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.
Gouldsboro <sup>1</sup> to Washington (E. W. Opdike & Brother, consignee).	Box.....	187.8	\$0.75	<i>Cents.</i> 10	\$18.78

<sup>1</sup> And points taking same rate.

21 I. C. C. Rep.

## 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.
					<i>Cents.</i>	
Gouldsboro to Philadelphia <sup>1</sup> .	D., L. & W.; P. R. R.....	{Box..	36,138.0	81.40	20	\$7,227.60
		{Ice...	39,830.0	1.40	5	1,991.50
Do.....	D., L. & W.; C. N. J.; P. & R.	{Box..	21,192.0	1.40	20	4,238.40
		{Ice...	34,058.0	1.40	5	1,702.90
Do.....	{P. R. R.; D., L. & W.; C. N. J.; P. & R.	{Box..	2,199.0	1.40	20	439.80
		{Ice...	4,648.4	1.40	5	232.42
Gouldsboro <sup>1</sup> to Jamaica <sup>1</sup> .....	D., L. & W.; Long I.....	{Box..	10,171.0	1.40	20	2,034.20
		{Ice...	8,132.0	1.40	5	406.60
Gouldsboro to Point Pleasant.	D., L. & W.; C. & J.....	{Box..	24.0	1.10	20	4.80
		{Ice...	135.0	1.10	5	6.75
Gouldsboro to Trenton.....	D. L. & W. P. R. R.....	{Box..	7,550.0	1.25	20	1,510.00
		{Ice...	5,201.0	1.25	5	260.05
Gouldsboro <sup>1</sup> to Perth Amboy	D., L. & W.; L. V.; P. R. R..	{Box..	851.0	1.30	20	170.20
		{Ice...	685.0	1.30	5	34.25
Gouldsboro to Freehold.....	D., L. & W.; P. R. R.....	{Box..	22.0	1.45	20	4.40
		{Ice...	103.8	1.45	5	5.19
Gouldsboro to Asbury Park..	D. L. & W.; C. N. J.....	{Box..	150.0	1.45	20	30.00
		{Ice...	705.8	1.45	5	35.29
Gouldsboro to Glen Head.....	D., L. & W.; Long I.....	{Box..	55.0	1.60	20	11.00
		{Ice...	227.0	1.60	5	11.35
Gouldsboro to Moorestown <sup>1</sup> ..	D., L. & W.; P. R. R.....	{Box..	416.0	1.65	20	83.20
		{Ice...	1,232.8	1.65	5	61.64
Gouldsboro to Swedesboro...	D., L. & W.; P. R. R.....	{Box..	548.0	1.70	20	109.60
		{Ice...	1,117.7	1.70	5	55.88
Gouldsboro to Point Pleasant.	D., L. & W.; C. N. J.....	{Box..	297.0	1.70	20	59.40
		{Ice...	667.0	1.70	5	33.55
Gouldsboro to Penns Grove...	D., L. & W.; P. R. R.....	{Box..	91.0	1.80	25	22.75
		{Ice...	692.0	1.80	10	69.20
Gouldsboro to Ocean City <sup>1</sup> ...	D. L. & W.; P. R. R.....	{Box..	559.0	1.95	20	111.80
		{Ice...	4,841.8	1.95	5	242.09
Gouldsboro to Ocean Grove..	D., L. & W.; C. N. J.....	{Box..	706.0	1.45	20	141.20
		{Ice...	2,155.6	1.45	5	107.78
Pocono Summit to Trenton...	D., L. & W.; P. R. R.....	{Box..	431.8	1.10	5	21.59
Netcong <sup>1</sup> to Brooklyn <sup>1</sup> .....	D., L. & W.; Long I.....	{Box..	14,696.0	1.15	20	2,939.20
		{Ice...	23,583.0	1.15	5	1,179.15
Netcong to Sheepshead Bay..	D., L. & W.; Long I.....	{Box..	193.0	1.30	20	38.60
		{Ice...	1,031.2	1.30	5	51.56
Netcong to Glen Head <sup>1</sup> .....	D., L. & W.; Long I.....	{Box..	350.0	1.35	20	70.00
		{Ice...	678.8	1.35	5	33.94
						25,788.83

<sup>1</sup> 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  
21 I. C. C. Rep.

the kind of cars named; that the consignee, 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 consignees named below are 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.
Gouldsboro <sup>1</sup> to Philadelphia (McCann Brothers, consignee).	D., L. & W.; P. R. R..	Box...	360.0	\$1.40	Cents. 20	\$72.00
		Ice....	1,488.0	1.40	5	74.45
Gouldsboro <sup>1</sup> to Philadelphia (Progressive Ice Co., consignee).	D., L. & W.; P. R. R..	Box...	1,516.0	1.40	20	303.26
		Ice....	1,295.2	1.40	5	64.76
Gouldsboro <sup>1</sup> to Philadelphia (Union Ice Co., consignee).	D., L. & W.; P. R. R..	Box...	173.0	1.40	20	34.60
		Ice....	350.0	1.40	5	17.50
Gouldsboro <sup>1</sup> to Philadelphia (Henderson Ice Co., consignee).	D., L. & W.; P. R. R..	Box...	57.0	1.40	20	11.40
		Ice....	186.2	1.40	5	9.31
Gouldsboro <sup>1</sup> to Philadelphia (Hestonville Ice Plant, consignee).	D., L. & W.; P. R. R..	Box...	212.0	1.40	20	42.40
		Ice....	124.6	1.40	5	6.23
Gouldsboro <sup>1</sup> to Philadelphia (North Penn Ice Co., consignee).	D., L. & W.; P. R. R..	Box...	310.0	1.40	20	62.00
		Ice....	366.0	1.40	5	18.30
Gouldsboro <sup>1</sup> to Philadelphia (A. Isaacman, consignee).	D., L. & W.; P. R. R..	Box...	135.0	1.40	20	27.00
		Ice....	342.5	1.40	5	17.12
Gouldsboro <sup>1</sup> to Philadelphia (Eastern Ice Co., consignee).	D., L. & W.; P. R. R..	Box...	894.0	1.40	20	178.80
		Ice....	1,667.6	1.40	5	83.38
Gouldsboro <sup>1</sup> to Trenton (Holcomb & Wilson, consignee).	.....	Box...	1,438.0	1.25	20	287.60
		Ice....	5,281.0	1.25	5	264.05
Gouldsboro <sup>1</sup> to West Newark (Union Ice Co., consignee).	.....	Box...	357.0	1.10	15	53.55
		Ice....	321.8	1.10	5	16.09
Gouldsboro <sup>1</sup> to Philadelphia (F. S. Peters, consignee).	.....	Box...	49.0	1.40	20	9.80
		Ice....	82.8	1.40	5	4.14
Gouldsboro <sup>1</sup> to Newark (Jaekel Brothers, consignee).	.....	Box...	373.0	1.10	15	55.95
		Ice....	692.6	1.10	5	34.63
Gouldsboro <sup>1</sup> to Gloucester (South Jersey Plate Ice Co., consignee).	.....	Box...	84.0	1.40	20	16.80
		Ice....	252.6	1.40	5	12.63
Gouldsboro <sup>1</sup> to New Brunswick (John Collier, consignee).	D., L. & W.; L. I.....	Box...	703.0	1.25	20	140.60
		Ice....	3,448.4	1.25	5	172.42
Gouldsboro <sup>1</sup> to Ocean City (Ocean City Ice Co., consignee).	D., L. & W.; P. R. R.; W. J. & S. S.	Box...	52.0	1.95	20	10.40
		Ice....	367.8	1.95	5	18.39
Gouldsboro <sup>1</sup> to Asbury Park (Independent Ice Co., consignee).	D., L. & W.; C. N. J..	Box...	85.0	1.45	20	17.00
		Ice....	60.5	1.45	5	3.01
Gouldsboro <sup>1</sup> to Pleasantville (Caroline Cronscher, consignee).	D., L. & W.; P. R. R.; W. J. & S. S.	Box...	20.0	1.95	20	4.00
		Ice....	216.2	1.95	5	10.81
Gouldsboro <sup>1</sup> to Pleasantville (R. F. Collins, consignee).	D., L. & W.; P. R. R.; W. J. & S. S.	Box...	189.0	1.95	20	37.80
		Ice....	1,338.6	1.95	5	66.93
						2,259.11

<sup>1</sup> 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 consignees 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 consignees named below are 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.
Pocono to Riverside (Reeves Brothers, consignee).	D., L. & W.; P. R. R.	{Box... 333.0	333.0	\$1.40	Cents. 20	\$66.60
		{Ice... 2,499.4				
Pocono to Burlington (P. L. Vandergrift, consignee).	D., L. & W.; P. R. R.	{Box... 561.0	561.0	1.40	20	112.20
		{Ice... 1,366.4				
Pocono to Philadelphia (J. H. Bahrenburg, consignee).	D., L. & W.; P. R. R.	{Box... 2,413.0	2,413.0	1.40	20	483.60
		{Ice... 2,227.8				
Pocono to Trenton (B. C. Kuser, consignee).	.....	{Ice... 223.6	223.6	1.25	5	11.18
Pocono to Moorestown (Collins & Son, consignee).	.....	{Box... 311.0	311.0	1.65	20	62.20
		{Ice... 858.8				
Pocono to Trenton (Morris Beef Co., consignee).	.....	{Box... 139.0	139.0	1.25	20	27.80
		{Ice... 339.8				
						1,128.19

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 consignee 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, Woodruff & 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.
Pocono to Holly Beach (Woodruff & Co., consignee).	D., L. & W.; P. R. R.	{Box... 151.0	151.0	\$1.95	Cents. 20	\$30.20
		{Ice... 1,654.0				
						113.00

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, J. H. Bahrenburg, 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

21 I. C. C. Rep.

should have been paid at a reasonable rate is as shown below in the column headed "total;" and that the consignee 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.
Gouldsboro <sup>1</sup> to Philadelphia...	D., L. & W.; P. R. R.	Box....	21,671.0	\$1.40	<i>Cents.</i> 20	\$4,334.20 708.04
		Ice....	14,163.8	1.40	5	
					5,042.24	

<sup>1</sup> 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.
Sterling Forest to Jersey City <sup>1</sup> .....	Box.....	5,093.7	\$0.60	<i>Cents.</i> 10	\$509.37 168.61
	Ice.....	3,372.2	.60	5	
					677.98

<sup>1</sup> 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

21 I. C. C. Rep.

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.
Pocono Lake <sup>1</sup> to Hoboken <sup>1</sup> ....	{ W. B. & E.; N. Y. S. & W.; Erie.	{ Box....	34,008.5	\$0.85	<i>Cents.</i> 20	\$6,801.70
		{ Ice....	15,258.6	.85	10	1,525.86
						8,327.56

<sup>1</sup> 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 consignees named below 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 consignees named below are 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.
Reeders to Jersey City (E. F. McDermott, consignee).	W. B. & E.; N. Y. S. & W.	{ Box....	9,322.0	\$0.85	<i>Cents.</i> 20	\$1,864.40
		{ Ice....	6,138.4	.85	10	613.84
Reeders to West End (E. F. McDermott, consignee).	W. B. & E.; N. Y. S. & W.	{ Box....	202.0	.85	20	40.40
		{ Ice....	1,375.6	.85	10	137.56
Reeders to Paterson (Paterson Consolidated Ice Co., consignee).	W. B. & E.; N. Y. S. & W.	{ Box....	1,228.5	.85	20	245.70
		{ Ice....	281.5	.85	10	28.15
Reeders to West Newark (Peter Sachs, consignee).	W. B. & E.; N. Y. S. & W.	{ Box....	2,163.0	1.10	20	432.60
		{ Ice....	3,542.0	1.10	10	354.20
Reeders to West Newark (Union Ice Co., consignee).	W. B. & E.; N. Y. S. & W.	{ Box....	2,167.0	1.10	20	433.40
		{ Ice....	3,256.7	1.10	10	325.67
						4,475.92

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 consignees named below 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

21 I. C. C. Rep.



which should have been paid at a reasonable rate is as shown below in the column headed "total"; and that the consignees named below are entitled to an order of damages in those sums, with interest from July 8, 1908.

Shipped from Mountain Spring Ice Co.—	Via—	Kind of car.	Tons.	Rate charged.	Reparation.	
					Per ton.	Total.
Reeders to Paterson (Geo. Trim- ble, consignee). Pocono to Paterson (E. R. Greenwood, consignee).	W. B. & E.; N. Y. S. & W.	{Box... 99.5		\$0.85	<i>Cents.</i> 20	\$19.80
		{Ice.... 1,282.5		.85	10	128.25
	W. B. & E.; N. Y. S. & W.	{Box... 1,076.0		.85	20	215.20
		{Ice.... 2,538.7		.85	10	253.87
						617.12

21 I. C. C. Rep.