

No. 6770.

WESTON DODSON & COMPANY, INCORPORATED, ET AL.
v.
CENTRAL RAILROAD COMPANY OF NEW JERSEY.

Submitted March 6, 1915. Decided March 1, 1916.

Reparation awarded on account of unreasonable rates charged for the transportation of anthracite coal from Beaver Brook colliery and Coleraine colliery, in the Lehigh anthracite coal region in Pennsylvania, to Elizabethport, N. J., for transshipment.

R. D. Jenks and W. A. Glasgow, jr., for complainants.

J. E. Reynolds for defendant.

REPORT OF THE COMMISSION.

McCHORD, *Chairman:*

Complainants, Weston Dodson & Company, a corporation, and Charles M. Dodson & Company, a partnership, composed of Charles M. Dodson, the estate of Weston Dodson, deceased, the estate of T. M. Dodson, deceased, the estate of Samuel Adams, deceased, Frank C. Stout, E. L. Bullock, and A. S. Schopp, filed their complaint herein March 28, 1914, in which it is alleged that rates charged by the defendant for the transportation of anthracite coal from the Beaver Brook Colliery and from other collieries in the Lehigh anthracite coal region of Pennsylvania to tidewater at Elizabethport, N. J., for reshipment by water, were unreasonable and unjustly discriminatory, and reparation is asked on shipments moving within two years prior to the date of filing the complaint.

The rates herein stated apply for gross or long ton of 2,240 pounds. The rates paid by complainants which are the subject of this complaint are:

On prepared sizes.....	\$1. 55
On pea.....	1. 40
On buckwheat No. 1.....	1. 20
On buckwheat Nos. 2 and 3 and smaller sizes.....	1. 10

Complainants sell coal in direct competition with other operators and dealers who mine or buy from mines in the same general region.

In *Meeker & Co. v. Lehigh Valley R. R. Co.*, 21 I. C. C., 129, the Commission prescribed rates over the line of the Lehigh Valley Railroad Company from the Stevens Colliery to tidewater at Perth

Amboy, N. J., for reshipment by water, of \$1.40 on prepared sizes, \$1.30 on pea, and \$1.15 on buckwheat. The distance from the Beaver Brook Colliery to Elizabethport is 140.5 miles and from Coleraine slightly greater. The distance, for which the rates in the *Meeker case, supra*, were prescribed, is 164 miles. The lines of the defendant and the Lehigh Valley are but a short distance apart and extend in the same general direction.

The Lehigh Valley and other roads in the territory from which complainants ship maintain lower rates for the same or longer distances than the rates of defendant. The earnings of the defendant from the rates complained of, assuming an average loading per car of 39 tons, are 43 cents per car-mile on prepared sizes, 39 cents on pea sizes, 33.3 cents on buckwheat No. 1, and 30.7 cents on smaller sizes. By stipulation testimony in the anthracite investigation relating to the cost of moving coal from the mines to tidewater was made a part of this record. This shows that the average operating cost per gross ton to the defendant for transporting coal from the Lehigh region was 44.35 cents. In *Red Ash Coal Co. v. C. R. R. Co. of N. J.*, 37 I. C. C., 460, and *Rates for Transportation of Anthracite Coal*, 35 I. C. C., 220, 264, it was found that these cost figures were substantially accurate.

This defendant insists that the rights of complainants should not be differentiated from those involved in *Rates for Transportation of Anthracite Coal, supra*. In that case the Commission prescribed, from a group which includes the points from which complainants ship, rates to Elizabethport when consigned free on board vessels or for reshipment by water as follows:

Prepared sizes.....	\$1.45
Pea size and smaller.....	1.35

Complainants filed herein exhibits giving details of shipments and dates when the charges under the existing rates were paid. These exhibits the defendant was given the right to check and their accuracy has not been questioned. Upon the record herein we find:

(1) That during the period from May 31, 1912, to July 31, 1914, inclusive, complainants Charles M. Dodson & Company made certain carload shipments of anthracite coal from Beaver Brook colliery and Coleraine colliery to Elizabethport, N. J., for transshipment by water.

(2) That such shipments aggregated 47,342.27 gross tons prepared sizes and 1,119.01 gross tons pea size.

(3) That complainants Charles M. Dodson & Company paid and bore thereon the established tariff rates of \$1.55 on prepared sizes and \$1.40 on pea size.

38 I. C. C.

(4) That said rates so paid were excessive and unreasonable to the extent that they exceeded \$1.45 on prepared sizes and \$1.35 on pea size, which latter would have been reasonable rates for the service.

(5) That complainants Charles M. Dodson & Company were injured and damaged by the payment of said unreasonable rates to the extent of the difference between the amount paid at the rates herein found unreasonable and the amount it would have paid at the rates herein found reasonable, and that the damages amount to \$4,790.18, together with interest at 6 per cent from September 1, 1913.

(6) That during the period from January 20 to January 31, 1913, inclusive, complainant Weston Dodson & Company made certain carload shipments of anthracite coal from Coleraine colliery, Pa., to Elizabethport, N. J., for transshipment by water.

(7) That such shipments aggregated 228.14 gross tons prepared sizes, upon which said complainant Weston Dodson & Company paid and bore the established tariff rate of \$1.55.

(8) That said rate so paid was excessive and unreasonable to the extent that it exceeded \$1.45, which latter would have been a reasonable rate for the service.

(9) That complainant Weston Dodson & Company was injured and damaged by the payment of said unreasonable rate to the extent of the difference between the amount paid at the rate herein found unreasonable and the amount it would have paid at the rate herein found reasonable, and that the damages amount to \$22.81, together with interest at 6 per cent from February 27, 1913.

Upon these findings we conclude that an order should be issued authorizing and directing defendant to pay to complainants the amount of the damages by them respectively sustained, together with interest thereon. An order will issue accordingly.

Upon this record we are unable to find that the rates complained of on sizes smaller than pea are unreasonable. As the rates herein found reasonable have been ordered to be published and to be maintained as maximum for the future in *Rates for Transportation of Anthracite Coal, supra*, no order as to the maintenance for the future of the rates herein found reasonable need be made in this case.

38 I. C. C.