

No. 8781.
HOPKINS, HOUGH & MERRILL COMPANY

v.
DELAWARE, LACKAWANNA & WESTERN RAILROAD
COMPANY ET AL.

Submitted September 9, 1916. Decided July 10, 1917.

Rates on anthracite coal in carloads to Branchville, N. J., from Taylor, Tamaqua, Nesquehoning, and other points in Pennsylvania on the Lehigh & New England Railroad found to have been and to be unreasonable. Reparation awarded.

William A. Dolan for complainant.

Douglas Swift for Delaware, Lackawanna & Western Railroad Company.

REPORT OF THE COMMISSION.

BY THE COMMISSION:

Complainant is a corporation engaged in the coal business at Branchville, N. J. By complaint, filed April 7, 1916, as amended, it alleges that defendants' rates on anthracite coal, in carloads, to Branchville, N. J., from Taylor, Tamaqua, Nesquehoning, and other points in Pennsylvania on the Lehigh & New England Railroad are unreasonable and unjustly discriminatory. Reparation is asked on shipments from Tamaqua and Nesquehoning, delivered at Branchville during the period from January 14, 1914, to June 16, 1916, inclusive. The claim was presented to the Commission informally November 16, 1915. Rates are stated in amounts per long ton, except as otherwise noted.

The shipments, 34 of which originated at Tamaqua and 1 at Nesquehoning, moved by way of the Lehigh & New England to Augusta, N. J., and the Delaware, Lackawanna & Western Railroad beyond. It appears that on 17 of the shipments, delivered during the period from January 14, 1914, to March 30, 1915, inclusive, charges were collected at a combination rate of \$2.16: \$1.60 to Augusta, and 2.5 cents per 100 pounds, equivalent to 56 cents per long ton, beyond; and that on the remaining shipments, delivered during the period from March 30, 1915, to June 16, 1916, inclusive, charges were collected, with one exception, at a combination rate of \$2.18: \$1.60 to Augusta, and 2.6 cents per 100 pounds, equivalent to 58 cents per long ton, beyond. Charges were collected on the ex-

cepted shipment at a rate of \$2.20, the basis for which is not shown. Apparently 18 of the shipments consisted of chestnut and stove coal, known as prepared sizes, and the remainder of pea coal. During the period from January 14, 1914, to February 23, 1915, inclusive, the rate legally applicable on prepared sizes was \$2.16: \$1.60 to Augusta and 2.5 cents per 100 pounds beyond; and on pea coal, \$2.01: \$1.45 to Augusta, and 2.5 cents per 100 pounds beyond. During the period from February 23, 1915, to April 1, 1916, inclusive, the rate legally applicable on prepared sizes was \$2.18: \$1.60 to Augusta, and 2.6 cents per 100 pounds beyond; and on pea coal, \$2.03: \$1.45 to Augusta and 2.6 cents per 100 pounds beyond. Effective February 23, 1915, the component from Augusta to Branchville was increased 5 per cent. On April 1, 1916, the components to Augusta were reduced to \$1.45 on prepared sizes and to \$1.35 on pea coal. *Rates for Transportation of Anthracite Coal*, 35 I. C. C., 220. These rates are still in effect. Apparently some of the shipments of prepared sizes were overcharged 15 cents per ton, and all of the shipments of pea coal, from 13 cents to 25 cents per ton.

The average distance from the points of origin to Augusta is approximately 88 miles; Branchville is 1.7 miles beyond Augusta. The rates for a short haul may well be proportionately higher than for a long haul, but where, as in this case, the rates for less than 2 miles over one line are more than one-third of the rates for 88 miles over the originating line, the other line of a two-line haul, the disparity could be warranted only under unusual circumstances and conditions not here present.

Defendants admit that the rates assailed were unreasonable to the extent that they exceeded \$1.65 on prepared sizes and \$1.55 on pea coal. They express willingness to establish joint rates in those amounts and to make reparation on that basis, which is satisfactory to complainant.

We find that the rates assailed were, are, and for the future will be unreasonable to the extent that they exceeded or may exceed rates of \$1.65 per long ton on prepared sizes of anthracite coal in carloads and of \$1.55 per long ton on pea size in carloads. We further find that complainant made the shipments as described and paid and bore the charges thereon; that it has been damaged to the extent of the difference between the charges paid and the charges that would have accrued at the rates herein found reasonable; and that it is entitled to reparation, with interest. The exact amount of reparation due can not be determined on this record and complainant should prepare a statement showing the details of the shipments in accordance with rule V of the Rules of Practice, which statement should be submitted

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to defendants for verification. Upon receipt of a statement so prepared and verified we will consider the entry of an order awarding reparation. The overcharges collected should be included in the statement to be submitted.

An appropriate order will be entered.



No. 8381.

J. V. STIMSON

v.

SOUTHERN RAILWAY COMPANY ET AL.

PORTION OF FOURTH SECTION APPLICATION No. 1548.

Submitted October 11, 1916. Decided July 11, 1917.

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1. Rates on lumber and other forest products from Huntingburg, Ind., to various points in Illinois, Michigan, and Wisconsin, not shown to have been or to be unreasonable or unduly prejudicial. Complaint dismissed.
 2. Defendant Southern Railway Company authorized to charge lower rates from Evansville to certain destinations than from Huntingburg and other intermediate points.

R. B. Coapstick for complainant.

Claudian B. Northrop and *A. M. Bull* for Southern Railway Company.

REPORT OF THE COMMISSION.

BY THE COMMISSION :

Complainant is a manufacturer of lumber and other forest products, with his principal office at Huntingburg, Ind. By complaint, filed October 9, 1915, as amended, he alleges that the rates charged by defendants for the transportation of lumber and other forest products from Huntingburg to various destinations in Illinois, Michigan, and Wisconsin were and are unreasonable and unjustly discriminatory and in violation of the long-and-short-haul rule of the fourth section, in that they exceeded and exceed the rates contemporaneously maintained from Cannelton, Troy, Tell City, Rockport, and Rockhill, Ind., hereinafter called the Rockport group, and from Evansville, Ind., farther distant points. Reparation is asked. There was

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