

No. 6189.

RED ASH COAL COMPANY

v.

CENTRAL RAILROAD COMPANY OF NEW JERSEY.

Submitted June 17, 1916. Decided May 3, 1920.

Reparation awarded on account of unreasonable rates charged for the transportation of anthracite coal, in prepared and pea sizes, in carloads, from Red Ash colliery, in the Wyoming coal region of Pennsylvania, to Elizabethport, N. J., for reshipment by water. Former report 37 I. C. C., 460.

Robert D. Jenks and William A. Glasgow, jr., for complainant.

Jackson E. Reynolds and Charles E. Miller for defendant.

REPORT OF THE COMMISSION ON FURTHER HEARING.

BY THE COMMISSION:

In its complaint, filed October 3, 1913, the complainant, a corporation engaged in mining and selling coal, alleged among other things that the rates charged by the defendant for the transportation of anthracite coal, in carloads, from its Red Ash colliery and other collieries in the Wyoming region of Pennsylvania to Elizabethport and Port Johnston, N. J., for reshipment by water, were unreasonable and unduly prejudicial. It asked reparation on shipments made by it subsequent to December 20, 1912. In our former report, 37 I. C. C., 460, we found that reasonable rates for the future from the coal region affected had been prescribed in *Rates for Transportation of Anthracite Coal*, 35 I. C. C., 220, hereinafter called the *Anthracite Case*. The question of reparation was held in abeyance, and is the only issue remaining to be determined. Rates are stated herein in amounts per long ton of 2,240 pounds.

A subsequent hearing was held on April 28, 1916, for the purpose of affording complainant an opportunity to submit evidence concerning the shipments upon which it sought reparation. At this hearing, complainant submitted a detailed exhibit asking reparation on shipments of prepared and pea sizes which it had made from its colliery to its selling agents, Madeira, Hill & Company, at Elizabethport, during the period from February 20, 1913, to April 1, 1916, and on which it ultimately bore the freight charges at the then effective tariff rates of \$1.55 for prepared sizes and \$1.40 for pea size. No shipments were made to Port Johnston. In the *Anthracite Case* we found these rates to be unreasonable, and prescribed instead rates not

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to exceed \$1.40 on prepared sizes and \$1.30 on pea and smaller sizes which rates became effective on April 1, 1916. Defendant contends that reparation should not be awarded on claims accruing after the date of the complaint, but it concedes the accuracy of complainant's exhibit filed on April 28, 1916.

The facts upon which complainant relies to establish the unreasonableness of the rates charged, and the defenses interposed by the defendant, are identical with those considered and disposed of in our recent report in *Meeker & Co. v. C. R. R. Co. of N. J.*, 57 I. C. C., 414. Following our decision in that case we are of opinion and find that the rates charged and collected by the defendant during the periods from December 20, 1912, to October 3, 1913, and from April 29, 1914, to April 1, 1916, for the transportation of complainant's shipments of anthracite coal, in prepared and pea sizes, in carloads, from the Red Ash colliery in the Wyoming region of Pennsylvania to Elizabethport, N. J., for reshipment by water were unreasonable to the extent that they exceeded rates of \$1.40 per long ton on prepared sizes, and \$1.30 per long ton on pea size, which we find would have been reasonable maximum rates for this service. Claims covering shipments on which freight charges were paid after October 3, 1913, and more than two years prior to April 28, 1916, are barred. We further find that during the above periods complainant made carload shipments of anthracite coal from its Red Ash colliery via the line of the defendant to Elizabethport, N. J., for reshipment by water; that said shipments aggregated 85,019.67 long tons, prepared sizes, and 1,119.04 long tons, pea size; that complainant ultimately paid and bore the freight charges thereon at the established rates of \$1.55 on prepared sizes and \$1.40 on pea size, which rates we find were unreasonable; that complainant 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 in the sum of \$12,863.58 as principal, and \$1,165.17 as interest on the individual items comprising the principal, from the dates of payment thereof to April 1, 1916, together with interest at 6 per cent per annum on the principal sum of \$12,863.58 from April 1, 1916.

An order awarding reparation will be entered.