

that they exceeded the export storage charges, which, he contends, under the circumstances should have been assessed.

We find that the domestic storage charges assailed were applicable and not unreasonable. The complaint will be dismissed.



No. 10363.

SOLVAY PROCESS COMPANY

*v.*

DELAWARE, LACKAWANNA & WESTERN RAILROAD  
COMPANY AND DIRECTOR GENERAL, AS AGENT.

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*Submitted October 12, 1920. Decided March 8, 1921.*

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Upon further hearing, reparation awarded. Original report, 55 I. C. C., 280.

*H. Duane Bruce* for complainant.

*John F. Finerty* for defendants.

REPORT OF THE COMMISSION ON FURTHER HEARING.

BY THE COMMISSION:

In our original report in this case, 55 I. C. C., 280, adopted October 21, 1919, we found that the rates charged by defendants for the transportation of complainant's shipments of limestone in carloads, from Jamesville, N. Y., to Solvay, N. Y., moving after June 25, 1918, were unreasonable, and that complainant was entitled to reparation, with interest, on shipments moving on and after that date. We stated that the amount of reparation due should be determined in the manner provided in rule V of the Rules of Practice and, when so determined, that the entry of an order for reparation would be considered.

Upon supplemental complaint filed June 18, 1920, alleging that defendants refused to check and certify as to the accuracy of statements of the shipments in question submitted to them by complainant under rule V of the Rules of Practice, and praying for additional reparation to include shipments moving between the date of the original report and February 14, 1920, when our order herein became effective, further hearing upon the reparation feature was ordered.

At the further hearing held on October 12, 1920, it was explained that defendants had refused to check and certify as to the accuracy of complainant's reparation statements under the misapprehension that the case was to be reheard.

61 I. C. C.

Complainant submitted exhibits showing details of the shipments of limestone from Jamesville to Solvay, made during the period from June 25 to September 15, 1918, both inclusive, on which it paid and bore charges at the rate of 40 cents per long ton, and during the period from September 16, 1918, to February 13, 1920, both inclusive, on which it paid and bore charges at the rate of 30 cents per net ton. The rate of 25 cents per long ton found reasonable and prescribed by us was established February 14, 1920.

We find that during the period from June 25 to September 15, 1918, both inclusive, complainant made shipments from and to the points in question aggregating 159,770.81 long tons, on which it paid and bore the freight charges at the established rate of 40 cents per long ton, and during the period from September 16, 1918, to February 13, 1920, both inclusive, shipments aggregating 814,157.52 net tons additional, on which it paid and bore the freight charges at the established rate of 30 cents per net ton; that it has been damaged to the extent of the difference between the charges paid and those which would have accrued at the rate of 25 cents per long ton found reasonable in our original report; and that it is entitled to reparation in the sum of \$86,478.63, with interest on the individual excess charges comprising the principal sum at the rate of 6 per cent per annum from the dates on which such charges were paid.

An order awarding reparation will be entered.

61 I. C. C.