

No. 14875.

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

Submitted December 27, 1923. Decided January 23, 1924.

Rate on imported sisal, in carloads, from Mobile, Ala., to New Bedford, Mass., found to have been and to be unreasonable. Reparation awarded and measure of reasonable maximum rate prescribed for the future.

Isaac Born and O. P. Gothlin for complainant.

R. A. Chadwick for defendants.

REPORT OF THE COMMISSION.

DIVISION 4, COMMISSIONERS MEYER, EASTMAN, AND POTTER.

BY DIVISION 4:

No exceptions were filed to the report proposed by the examiner.

The case was presented in accordance with the shortened procedure plan.

Complainant, a corporation, with its principal office at New York, N. Y., imports and deals in sisal. By complaint seasonably filed, it alleges that the rate on imported sisal, in carloads, from Mobile, Ala., to New Bedford, Mass., was and is, unreasonable. We are asked to award reparation on a shipment that moved February 3, 1922, and to prescribe a rate for the future no higher than is contemporaneously maintained on the same commodity from Mobile to North Plymouth, Mass. Rates will be stated in amounts per 100 pounds.

The shipment, weighing 39,560 pounds, moved over defendants' lines and charges of \$634.94 were collected, based on the applicable rate of \$1.605. This rate since July 1, 1922, has been \$1.445. From Mobile to North Plymouth, the rate in effect when the shipment moved was 75.5 cents while the present rate is 68 cents.

For many years prior to January 15, 1922, a group rate was maintained on this commodity from the various Gulf ports to Boston, Mass., also to points taking the same rate, which included New Bedford and North Plymouth, and just prior to the date mentioned this was the fifth-class rate governed by official classification. The rates were then revised, but while the former rate from Mobile to North Plymouth was continued as a commodity rate, the rates from Mobile to New Bedford and from other Gulf ports to Boston rate points

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were superseded by the fourth-class rates governed by southern classification, resulting in materially higher rates from and to these points and a disturbance of the former parity in the general adjustment.

It appears that the port facilities at New Bedford are not inferior to those at North Plymouth; that the distance from Mobile to these destinations is substantially the same; and that transportation conditions do not justify a higher rate on this traffic to New Bedford than to North Plymouth. Defendants admit that the rate charged was unreasonable compared to the rate contemporaneously maintained from the same origin point to North Plymouth, and express their willingness to pay the reparation asked.

We find that the rate assailed was, is, and for the future will be, unreasonable to the extent that it exceeded, exceeds, or may exceed the rate contemporaneously in effect on the same commodity from Mobile to North Plymouth; that the shipment was made as described and that to the extent that the charges thereon were in excess of those that would have accrued at the rate herein found to have been reasonable, they were borne by complainant; and that complainant was damaged thereby and is entitled to reparation in the sum of \$336.26, with interest.

An order awarding reparation and an appropriate order for the future will be entered.

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