

regularly than cullet. Moreover, there is no showing that any of complainant's competitors are unduly preferred by the rates on oyster shells.

Following the case cited, and upon this record, we find that the rates assailed were not and are not unreasonable or otherwise unlawful. The complaint will be dismissed.

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No. 15654

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

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*Submitted January 19, 1925. Decided February 12, 1925*

Rate on two tank-car loads of kerosene from Fort Worth, Tex., to Waterbury, Conn., found unjust and unreasonable. Reparation awarded.

*W. W. Klingensmith* for complainant.

*L. H. Strasser, W. W. Meyer, and M. G. Roberts* for defendants.

REPORT OF THE COMMISSION

DIVISION 4, COMMISSIONERS MEYER, EASTMAN, AND POTTER

By DIVISION 4:

This case was presented under the shortened procedure. No exceptions were filed to the report proposed by the examiner.

Complainant, a corporation dealing in petroleum and its products, has its principal place of business in Pittsburgh, Pa. By complaint filed February 15, 1924, it alleges that the rate charged on two tank-car loads of kerosene which moved June 7, 1920, from Fort Worth, Tex., to Waterbury, Conn., was unjust and unreasonable; and that this rate, as compared with lower rates to more distant points over the same route in the same direction, was unduly prejudicial to complainant as well as violative of the long-and-short-haul clause of the fourth section of the act. Reparation is asked in the sum of \$69.20. Rates will be stated in cents per 100 pounds. Informal complaint was filed June 7, 1922.

The shipments weighed 106,465 pounds. Charges in the amount of \$809.13 were collected, based upon the applicable rate of 76 cents. Complainant had sold this kerosene to the Sinclair Refining Company, and because the rate to New England destinations, other than to points in Connecticut, was at that time 69.5 cents that purchaser charged complainant, and complainant paid and bore, the difference of 6.5 cents between these rates, or \$69.20.

96 I. C. C.

At that time there were rates of 69.5 cents in effect from Fort Worth to the greater part of New England which were applicable over the route these shipments moved, through Waterbury to more distant points, such as Springfield, Mass., Boston, Mass., Augusta, Me., and Portland, Me. Through a clerical error on the part of the tariff compiler the 69.5-cent rate was not applicable on shipments to any destination in Connecticut, and this omission was corrected August 21, 1921. Defendants are willing that reparation be awarded to complainant, but do not admit that the rate charged was unreasonable. They offered no defense of the rate charged as compared with the lower rate applicable through Waterbury to much more distant destinations.

We find that the rate assailed from Fort Worth, Tex., to Waterbury, Conn., was unjust and unreasonable to the extent it exceeded 69.5 cents; that complainant paid and bore the difference between the charges on these shipments at the rate of 76 cents and at the rate of 69.5 cents and was damaged thereby; and that complainant is entitled to reparation in the sum of \$69.20, with interest.

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