

**Gartner's Notes**  
TO THE  
**Interstate Commerce Commission**  
**Reports**

**VOLUMES 1 TO 30, INCLUSIVE**

**A judicial history of every case decided by the Interstate  
Commerce Commission, together with a complete  
Alphabetical Table of Cases Reported**

BY  
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**VOLUME I**

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**THIS BOOK IS INSCRIBED TO A FRIEND  
IN PART APPRECIATION  
OF HIS  
FRIENDSHIP AND CONFIDENCE**



## PREFACE.

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This work has been prepared with a view of offering to the profession a complete history of every case decided by the Interstate Commerce Commission from its creation, April 5, 1887, up to June 13, 1914, being its decisions reported in Volumes 1 to 30, inclusive, of the Interstate Commerce Commission Reports.

The arrangement is primarily alphabetical, supplemented by such chronological arrangement as is possible. Every case decided appears under complainant's name and every defendant's, as reported, so that any particular case may be readily located, if any party to the litigation is known. If there is a note on the case in question and same does not appear under the style of the case as located, a cross reference will direct to the title of the case as reported by the Commission, where the note will be found.

If any particular case has been subsequently referred to by the Commission, this is shown, together with a brief note of every point on which the case has been cited, affirmed, followed, modified, quoted or reversed. Where any case has been reviewed by the Federal Courts, and especially where the Supreme Court has passed on a Commission case, such history is given, before any citations to subsequent Commission cases. Preceding each such court citation is a brief note indicating the general nature of the Commission's order in the case.

The citations to Federal and Supreme Court cases reviewing Commission cases are given with the assurance of correctness, since they were obtained from a pamphlet compiled by Mr. Henry Talbott, Chief of the Commission's Division of Indices, from records which were kept by his predecessors and himself during the litigation of the respective cases in the courts. It would have been impossible to have furnished this information otherwise with complete accuracy, since the litigation in the courts was in every instance prosecuted under a title wholly different from the style of the case as it appears in the Commission's reports. With the active cases, the author has been able to trace the litigation.

If no note or cross reference appears, such case has never been subsequently mentioned or its findings reviewed.

An even casual examination of the book will disclose that its material is original. It is deemed appropriate to say here, however, that the work was compiled by the author from a direct examination of each case reported, and that the notes were made only after a study of the case in which any former case was cited.

In a work of this character and magnitude, large opportunity for errors or omissions is presented, but by painstaking checking and double proof reading, a serious endeavor has been made to eliminate even clerical errors.

The value of the present volumes is to be augmented by an arrangement which has been made whereby quarterly supplements hereto will be issued, always keeping the work to date. These supplements, in addition to the notes to the reported decisions, will also include notes on the unreported decisions, as well as an index-digest of all decisions, beginning with Volume 31, and will offer a punctual and complete analysis of the Commission's cases.

K. K. G.

WASHINGTON, D. C., JUNE 15, 1915.







## GARTNER'S NOTES TO INTERSTATE COMMERCE COMMISSION REPORTS.

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**Abeles, Charles T. & Co. v. Baltimore & Ohio R. R. Co. et al.**, 21 I. C. C., 672.

**Abeles, Charles T. & Co. v. Missouri Pacific Ry. Co. et al.**, 20 I. C. C., 669.

**Abeles, Charles T. & Co. v. St. Louis Southwestern Ry. Co. et al.**, 20 I. C. C., 668.

**Aberdeen & Asheboro R. R. Co., Mnfrs' & Merchants' Asso. of New Albany, Ind., v.**, 24 I. C. C. 331.

See **Manufacturers' & Merchants' Asso., New Albany, Ind., v. A. & A. R. R. Co.**

**Aberdeen & Asheboro R. R. Co., Mfrs. & Merchants' Asso. of New Albany, Ind., v.**, 25 I. C. C., 116.

**Aberdeen & Asheboro Ry. Co. et al., Tyson & Jones Buggy Co. v.**, 17 I. C. C., 330.

**Aberdeen Commercial Association v. Mobile & Ohio R. R. Co.**, 10 I. C. C., 289.

Carriers ordered to discontinue their existing rates on wheat, flour, corn, corn meal, and oats from St. Louis, Mo., East St. Louis and Cairo, Ill., which are higher for the shorter haul to Aberdeen and other Mississippi cities in the so-called Aberdeen group than for the longer haul to certain other points, on the ground that such rates are unreasonable, although not in violation of sections 3 and 4 on account of competition at the farther-distance points.

**Interstate Commerce Commission v. Mobile & Ohio R. R. Co.**

Not reported.

C. C. N. D. Miss.

Commission's order held to be valid. No appeal. (20th Ann. Rep., 45.)

*Followed:* **Com. Club of Hattiesburg v. A. G. S. R. R. Co.**, 16 I. C. C., 546.

Held that it is not unlawful for carriers to meet competition of other carriers at Meridan and Jackson while not according same rate to Hattiesburg.

**Aberdeen Lumber Co. v. V. R. Co.**, 24 I. C. C., 723.

**Abernathy Furniture Co. v. A. T. & S. F. R. Co.**, 24 I. C. C., 704.

**Abilene & Southern Ry. Co., Corporation Commission of Oklahoma v.**, 23 I. C. C., 688.

**Abilene & Southern Ry. Co., Corporation Commission of Oklahoma v.**, 26 I. C. C., 520.

See *Corporation Com. of Okla. v. A. & S. Ry. Co.*

**Abilene & Southern Ry. Co., King, Collie & Co., v. (U. R. A-519)**, 29 I. C. C., 732.

**Abilene & Southern Ry. Co., Lancelde-Christy Clay Products Co. v.**, 25 I. C. C., 141.

**Abilene & Southern Ry. Co., Port Arthur Board of Trade v.**, 27 I. C. C., 388.

See *Port Arthur Board of Trade v. Abilene & Sou. Ry. Co.*

**Abilene & Southern Ry. Co., Rockford Cedar Furniture Co. v. (6118)**, 30 I. C. C., 713.

**Abilene & Southern Ry. Co., Wichita Board of Trade v.**, 29 I. C. C., 376.

**Abingdon Mills v. S. R. Co.**, 23 I. C. C., 710.

**Acme Cement Plaster Co. v. Alabama & Vicksburg Ry. Co.**, 16 I. C. C., 608.

**Acme Cement Plaster Co. v. Chicago & Alton R. R. Co. et al.**, 17 I. C. C., 220.

*Cited*: *Cady Lumber Co. v. M. P. Ry. Co.*, 19 I. C. C., 13.

The application retroactively of a reconsigning privilege even though it had long been the custom of the carrier to permit reconsignment without tariff authority, will not be sanctioned.

**Acme Cement Plaster Co. v. Chicago & North Western Ry. Co. et al.**, 18 I. C. C., 105.

**Acme Cement Plaster Co. v. Chicago Great Western Ry. Co. et al.**, 18 I. C. C., 19.

**Acme Cement Plaster Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 17 I. C. C., 622.

**Acme Cement Plaster Co. v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 17 I. C. C., 617.

**Acme Cement Plaster Co. v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 17 I. C. C., 621.

**Acme Cement Plaster Co. v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 17 I. C. C., 623.

**Acme Cement Plaster Co. v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 17 I. C. C., 624.

**Acme Cement Plaster Co. v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 19 I. C. C., 608.

**Acme Cement Plaster Co. v. Grand Rapids & Indiana Ry. Co., et al.**, 17 I. C. C., 624.

**Acme Cement Plaster Co. v. Illinois Central R. R. Co.**, 17 I. C. C., 620.

**Acme Cement Plaster Co. v. Lake Shore & Michigan Southern Ry. Co. et al.**, 17 I. C. C., 30.

*Cited:* **Wichita Business Asso. v. A., T. & S. F. Ry. Co.**, 30 I. C. C., 50.

Rates are controlled by various and varying conditions; therefore the rates established in one section of the country furnish no reliable standard by which to measure the reasonableness of rates in another section where dissimilar conditions prevail.

**Acme Cement Plaster Co. v. Louisville & Nashville R. R. Co.** (1432), 14 I. C. C., 637.

**Acme Cement Plaster Co. v. Pere Marquette R. R. Co. et al.**, 20 I. C. C., 670.

**Acme Cement Plaster Co. v. St. Louis & San Francisco R. R. Co. et al.**, 18 I. C. C., 376.

**Acme Cement Plaster Co. v. St. L. & S. F. R. Co.**, 22 I. C. C., 283.

*Cited:* **Fairmont Creamery Co. v. A., T. & S. F. Ry. Co.**, 28 I. C. C., 663.

Former rates of 19 and 22.5 cents per 100 pounds on fuel oil from Sapulpa, Okla., to Acme, Tex., a distance of 292 miles, found unreasonable to extent they exceeded 15 cents. This was a blanket rate extending to points as far distant from Sapulpa as Sabine, Tex., 566 miles.

**Acme Cement Plaster Co. v. Union Pacific R. R. Co. et al.**, 17 I. C. C., 621.

**Acme Cement Plaster Co. v. Wabash R. R. Co. et al.**, 18 I. C. C., 557.

**Acme Portland Cement Co. v. American Express Co.**, 28 I. C. C., 316.

**Acme White Lead & Color Works v. N. P. Ry. Co.** (U. R. A-418). 29 I. C. C., 719.

**Acts to Regulate Commerce, amendment of, 4 I. C. C., 758.**

**Acts to Regulate Commerce, amendment of, 6 I. C. C., 758.**

**Adams & Co. v. I. C. R. Co., 24 I. C. C., 713.**

**Adams, J. A. & Sons Co. v. V. S. & P. R. Co., 26 I. C. C., 709.**

**Adams & Sons Co., Ltd., v. V. S. & P. Ry. Co., 29 I. C. C., 52.**

**Adams Express Co. et al., Alden, John W. v., 16 I. C. C., 394.**

**Adams Express Co. et al., Board of R. R. Commissioners of Kansas v., 21 I. C. C., 283.**

See Board of R. R. Com'rs of Kansas v. Adams Exp. Co.

**Adams Express Co. et al., Boise Commercial Club. v., 17 I. C. C., 115.**

See Boise Commercial Club v. Adams Exp. Co.

**Adams Express Co., Douglas, W. L. Shoe Co. et al. v., 19 I. C. C., 539.**

**Adams Express Co., Heger v. (U. R. A-397), 28 I. C. C., 740.**

**Adams Express Co., Kindel v., 13 I. C. C., 475.**

See Kindel v. Adams Exp. Co.

**Adams Express Co., Kindel v. (U. R. A-620), 30 I. C. C., 726.**

**Adams Express Co., Maxwell v., 15 I. C. C., 609.**

**Adams Express Co., McLaughlin Bros. v., 12 I. C. C., 489.**

**Adams Express Co., Memphis Freight Bureau v., 24 I. C. C., 380.**

See In re Express Rates.

**Adams Express Co., Memphis Freight Bureau v., 28 I. C. C., 131.**

**Adams Express Co., Norwood v. (4220), 29 I. C. C., 709.**

**Adams Express Co. et al., Oak Grove Farm Creamery v., 19 I. C. C., 454.**

**Adams Express Co. et al., Ohio Face Brick Manufacturers' Association v., 20 I. C. C. 582.**

**Adams Express Co. et al., Overly, Geo. W., v., 20 I. C. C., 672.**

**Adams Express Co., Royal Brewing Co. v., 15 I. C. C., 255.**

**Adams Express Co., Ullman v., 14 I. C. C., 340, 585.**

See Ullman v. Adams Exp. Co.

- Adams Express Co. et al., United States v.,** 16 I. C. C., 394.
- Adams Express Co., Western Tool & Forge Co. v. (U. R. A-595),** 30 I. C. C., 723.
- Advance Elevator & Warehouse Co. et al. v. St. Louis & San Francisco R. R. Co.,** 20 I. C. C., 656.
- Advance Lumber Co. v. Louisiana & Arkansas Ry. Co. et al.,** 16 I. C. C., 335.
- Advance Lumber Co. v. St. Louis Southwestern Ry. Co. et al.,** 16 I. C. C., 335.
- Advance in Class Rates, In re,** 22 I. C. C., 338.
- Advances in Rates by Carriers for the Transportation of Cement Plaster from Stations in Oklahoma to Stations in Texas, In re Investigation and Suspension of,** 21 I. C. C., 591.
- Advances in Rates by Carriers for the Transportation of Cream and Condensed Milk, In re Investigation of and Suspension of,** 21 I. C. C., 522.
- Advances in Rates for the Transportation of Grain, Grain Products, Etc., In re Investigation of,** 21 I. C. C., 22.
- See In re Advances for the Transportation of Grain, Grain Products, Etc.
- Advances in Rates by Carriers for the Transportation of Locomotives and Tenders named in a Schedule Filed with the Interstate Commerce Commission, In re Investigation and Suspension of,** 21 I. C. C., 103.
- Cited:* Advances in Rates by Carriers for the Transportation of Locomotives and Tenders named in a Schedule Filed with the Interstate Commerce Commission, 21 I. C. C., 252.
- Original order modified.
- Advances in Rates by Carriers for the Transportation of Lumber, Shingles and Other Forest Products From Points on the Tacoma Eastern R. R. to Various Eastern Destinations, In re Investigation and Suspension of,** 21 I. C. C., 455.
- Advances in Rates by Carriers for the Transportation of Rice and Rice Products, In re Investigation and Suspension of,** 20 I. C. C., 124.
- See In re Advances in Rates by Carriers for the Transportation of Rice and Rice Products.
- Advances in Rates by Carriers in Official Classification Territory, In re Investigation of,** 20 I. C. C., 243.

*Reaffirmed:* Advance in Grain Rates, 21 I. C. C., 25.

The entire situation must be considered in determining the reasonableness of rates, not merely with reference to the line which is shortest and most favorably situated, but with regard to all lines serving the territory via reasonably direct routes.

*Cited:* Chamber of Com. of N. Y. v. N. Y. C. & H. R. R. R. Co., 24 I. C. C., 61.

There has been no clear expression of a desire on the part of a responsible officer of the New York roads to reduce the New York rates to the Baltimore basis. The contentions of New York commercial interests to the contrary notwithstanding.

*Cited:* Lindsay Bros. v. C. & N. W. Ry. Co., 26 I. C. C., 330.

The same tariff condemned in cited case carried the cancellation of less than carload commodity rates and these cancellations in turn were cancelled.

*Cited:* Coke Producers' Asso. of Connellsville v. B. & O. R. R. Co., 27 I. C. C., 136.

The cited case relied on by both sides in present case.

*Cited:* Coke Producers' Asso. of Connellsville v. B. & O. R. R. Co., 27 I. C. C., 385.

Petition to rehear denied.

**Advances in Rates by Carriers in Western Trunk Lines, Trans-Missouri and Illinois Freight Committee Territories, In re Investigation of, 20 I. C. C., 307.**

*Cited:* Advances in Rate; Eastern Case, 20 I. C. C., 246.  
These cases were heard together.

*Followed:* Advances in Rates on Cement, 20 I. C. C., 591.

As far as claim of need of additional revenue by carriers as a justification for the advance in rate on cement is concerned cited case conclusive.

*Cited:* Advances in Grain Rates, 21 I. C. C., 23, 24.  
Defendants contention same as in cited case.

*Cited:* Sinclair & Co. v. C., M. & St. P. Ry. Co., 21 I. C. C., 492.  
Advances in rates on cured meats and packing houses products prohibited in cited case.

*Cited:* I. & S. Docket No. 24, 21 I. C. C., 550.  
Record in cited case stipulated into this case.

*Cited:* Baker Mfg. Co. v. C. & N. W. Ry. Co., 21 I. C. C., 607.

The tariff naming a rate of 85 cents from Chicago to Evansville on pig iron per gross ton was among those suspended in cited case.

*Quoted:* I. & S. Docket No. 48-48-E, 22 I. C. C., 336.

In all such cost figures there are arbitrariness of many kinds and varying importance. These must be criticized, checked, corrected and compared through a number of years before they may be said to be in any sense reliable. But there is no scientific achievement without the drudgery of detail, long delay and many tiresome tests, comparisons and analyses.

*Cited:* I. & S. Docket No. 26 to 26-C, 22 I. C. C., 612.

The Commission was not concerned with the increase in the rates, but with the increased rates.

**Advances in Rates by Carriers Operating Between the Mississippi and Missouri Rivers, In re Investigation and Suspension of, 21 I. C. C., 546.**

See also In re Investigation, Etc., Mississippi and Missouri Rivers.

*Cited:* Bluefield Shippers' Asso. v. N. & W. Ry. Co., 22 I. C. C., 532.

A through rate need not necessarily be equal to the full combination of the locals.

**Advances in Rates by Express Companies for the Transportation of Liquor, In re Investigation and Suspension of, 20 I. C. C., 199.**

**Advances in Rates on Cement by Carriers in Trans-Missouri Territory, In re Investigation of, 20 I. C. C., 588.**

**Advance in Rates on Cottonseed from Oklahoma to Little Rock, Ark., 26 I. C. C., 211.**

**Advance in Rates on Live Stock from Kansas City, Mo., to St. Louis, Mo., and Other Mississippi River Crossings, In re, 21 I. C. C., 119.**

**Advances on Barley, Bran and Wheat, In re, 22 I. C. C., 216.**

**Advances on Bituminous Coal, In re, 22 I. C. C., 341.**

**Advances on Cattle, In re, 22 I. C. C., 160.**

**Advances on Cement, In re, 22 I. C. C., 90.**

*Cited:* Elk Cement & Lime Co. v. B. & O. R. R. Co., 22 I. C. C., 87.  
An advance of about 1c per 100 pounds on cement suspended.

**Advances on Coal, In re, 22 I. C. C., 604.**

See also In re Advance on Coal.

*Cited:* Boilean v. P. & L. E. R. R. Co., 22 I. C. C., 642.

The average weighted distance from Ashtabula Mines to Pittsburgh is 148 miles approximately.

**Advances on Coal Within Chicago Switching District, 27 I. C. C., 71.**

See In re Advances on Coal Within Chicago Switching District.

**Advances on Iron and Steel Articles, In re, 22 I. C. C., 486.**

**Advances on Single Packages and Small Lots, In re, 22 I. C. C., 328.**

**Advances on Vehicles, In re, 22 I. C. C., 124.**

**Advance Thresher Co. v. Michigan Central R. R. Co., 20 I. C. C., 662.**

**Advance Thresher Co. v. Orange & Northwestern R. R. Co., 15 I. C. C., 599.**

**Aetna Powder Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 17 I. C. C., 165.**

**Aetna Powder Co. v. Wabash R. R. Co. (U. R. A-681), 30 I. C. C., 734.**

**Agar Packing Co. v. Chicago Great Western Ry. Co. (1769), 14 I. C. C., 642.**

**Agar Packing Co., Central Trust Co. of Ill., Trustee, v. C. R. I. & P. R. Co., 25 I. C. C., 707.**

**Agriculture, Forestry-Immigration State Board et al. v. Kentucky & Indiana Bridge & R. R. Co. et al., 18 I. C. C., 612.**

**Ahnapee & Western Ry. Co., Billings Chamber of Commerce v., 24 I. C. C., 703.**

**Ahnapee & Western Ry. Co., Northwestern Compo-Board Co. v. (U. R. A-663), 30 I. C. C., 732.**

**Ahnapee & Western Ry. Co., Patent Vulcanite Roofing Co. v., 28 I. C. C., 610.**

**Alabama & Mississippi R. R. Co., Switzer Lumber Co. v., 22 I. C. C., 471.**

**Alabama & Vicksburg Ry. Co. et al., Acme Plaster Co. v., 16 I. C. C., 608.**

**Alabama & Vicksburg Ry. Co., Anderson-Tully Co. v. (U. R. A-643), 30 I. C. C., 729.**

**Alabama & Vicksburg Ry. Co. et al., Beekman Lumber Co. v., 21 I. C. C., 270.**



**Alabama & Vicksburg Ry. Co., Central Yellow Pine Asso. v.,** 10 I. C. C., 505.

See Central Yellow Pine Asso. v. Illinois Central R. R. Co.

**Alabama & Vicksburg Ry. Co. et al, Crescent Lumber Co. v.,** 17 I. C. C., 606.

**Alabama & Vicksburg Ry. Co., Deeves Lumber Co. v.,** 25 I. C. C., 42.

**Alabama & Vicksburg Ry. Co., Eastern Wheel Mfrs. Asso. v.,** 27 I. C. C., 370.

See Eastern Wheel Mfrs. Asso. v. A. & V. Ry. Co.

**Alabama & Vicksburg Ry. Co., W. L. Fewell v.,** 7 I. C. C., 354.

**Alabama & Vicksburg Ry. Co. et al, Florida Fruit & Vegetable Shippers' Protective Association v.,** 17 I. C. C., 552.

See Florida Fruit & Vegetable Shippers' Protective Asso. v. A. C. L. R. R. Co.

**Alabama & Vicksburg Ry. Co. et al, Florida Fruit & Vegetable Shippers' Protective Association v.,** 21 I. C. C., 677.

**Alabama & Vicksburg Ry. Co. et al, Grant, M. R., v.,** 17 I. C. C., 605.

**Alabama & Vicksburg Ry. Co. et al, Prime Lumber Co. v.,** 17 I. C. C., 605.

**Alabama & Vicksburg Ry. Co., Red C. Oil Mfg. Co. v.,** 24 I. C. C., 542.

**Alabama & Vicksburg R. R. Co., Rice, George, v.,** 4 I. C. C., 228.

See Rice v. A., T. & S. F. Ry. Co.

**Alabama & Vicksburg Ry. Co., State of South Dakota v. (U. R. A-679),** 30 I. C. C., 734.

**Alabama & Vicksburg Ry. Co., Topeka Traffic Asso. v.,** 27 I. C. C., 428.

See Topeka Traffic Asso. v. A. & V. Ry. Co.

**Alabama & Vicksburg Ry. Co., Topeka Traffic Asso. v.,** 30 I. C. C., 510.

**Alabama & Vicksburg Ry. Co., Traffic Bureau of Knoxville v. (6282),** 29 I. C. C., 714.

**Alabama & Vicksburg Ry. Co., Traffic Bureau of Knoxville v. (U. R. A-559),** 30 I. C. C., 718.

**Alabama & Vicksburg Ry. Co., Wichita Produce Co. v.,** 30 I. C. C., 510.

**Alabama Chemical Co., M. & O. R. R. Co. (U. R. A-602), 30 I. C. C., 724.**

**Alabama Coal Operators' Association v. Southern Ry. Co. et al, 21 I. C. C., 230.**

*Cited:* Cham. of Com. of Augusta, Ga., v. Sou. Ry. Co., 22 I. C. C., 237.

The differential between the Coal Creek fields and the Birmingham fields considered.

**Alabama Great Southern Ry. Co., American Brake Shoe & Foundry Co. v., 26 I. C. C., 446.**

**Alabama Great Southern R. R. Co., Casey-Hedges Co. v., 23 I. C. C., 249.**

**Alabama Great Southern R. R. Co., Central Yellow Pine Asso. v., 10 I. C. C., 505.**

See Central Yellow Pine Asso. v. Illinois Central R. R. Co.

**Alabama Great Southern Ry. Co., Chattanooga Feed Co. v., 22 I. C. C., 480.**

**Alabama Great Southern Ry. Co., Chattanooga Iron & Wire Works v., 26 I. C. C., 721.**

**Alabama Great Southern R. R. Co., Chattanooga Sewer Pipe & Fire Brick Co. v. (U. R. A-450), 29 I. C. C., 723.**

**Alabama Great Southern R. R. Co., Chattanooga Sewer Pipe & Fire Brick Co. v. (U. R. A-605), 30 I. C. C., 724.**

**Alabama Great Southern R. R. Co., Chicago Freight Bureau v., 6 I. C. C., 195.**

See Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.

**Alabama Great Southern R. R. Co., Columbia Iron Works v., 23 I. C. C., 714.**

**Alabama Great Southern R. R. Co., Commercial Club of Hattiesburg v., 16 I. C. C., 534.**

See Commercial Club of Hattiesburg v. A. G. S. R. R. Co.

**Alabama Great Southern R. R. Co., W. L. Fewell, v., 7 I. C. C., 354.**

**Alabama Great Southern R. R. Co., Freight Bureau of the Cinn. Chamber of Commerce v., 6 I. C. C., 195.**

See Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.

**Alabama Great Southern R. R. Co. et al, Grant, M. R., v., 17 I. C. C., 605.**

**Alabama Great Southern R. R. Co. et al., Green, Fred. W., Receiver for Ionia Wagon Co. v.**, 19 I. C. C., 458.

See Green, Etc., v. A. G. S. R. R. Co.

**Alabama Great Southern R. R. Co., Haas Lumber Co. v.** (U. R. A-159), 27 I. C. C., 715.

**Alabama Great Southern R. R. Co., Lathrop Lumber Co., v.**, 27 I. C. C., 250.

**Alabama Great Southern R. R. Co., Meridian Board of Trade & Cotton Exchange v.**, 28 I. C. C., 360.

**Alabama Great Southern R. R. Co., Phillips, Bailey & Co. v.**, 8 I. C. C., 93.

See Phillips, Bailey & Co. v. Louisville & Nashville R. R. Co.

**Alabama Great Southern R. R. Co. et al., Prime Lumber Co. v.**, 17 I. C. C., 606.

**Alabama Great Southern R. R. Co., Reliance Mfg. Co. v.**, 23 I. C. C., 714.

**Alabama Great Southern Ry. Co., George Rice, v.**, 1 I. C. C., 503.

See Rice v. L. & N. R. R. Co.

**Alabama Great Southern R. R. Co., George Rice v.**, 4 I. C. C., 228.

See Rice v. A., T. & S. F. Ry. Co.

**Alabama Great Southern R. R. Co., Roden, B. F., Grocery Co. v.**, 21 I. C. C., 469.

**Alabama Great Southern R. R. Co., Seaboard Refining Co. v.**, 25 I. C. C., 702.

**Alabama Great Southern R. R. Co., Southern Paint & Glass Co. v.**, 6 I. C. C., 284.

**Alabama Great Southern R. R. Co., Standard Steel Co. v.** (U. R. A-549), 30 I. C. C., 717.

**Alabama Great Southern R. R. Co. et al., Tennessee Central R. R. Co. v.**, 19 I. C. C., 604.

**Alabama Great Southern Ry. Co., Walsh & Weidner Boiler Co. v.**, 23 I. C. C., 719.

**Alabama Lumber & Export Co. v. Atlantic Coast Line R. R. Co. et al.**, 18 I. C. C., 615.

**Alabama Lumber & Export Co. v. Central of Georgia Ry. Co. et al.**, 21 I. C. C., 681.

**Alabama Lumber & Export Co. v. C. of G. R. Co.**, 22 I. C. C., 658.

- Alabama Lumber & Export Co. v. L. & N. R. Co.**, 23 I. C. C., 84.
- Alabama Lumber & Export Co. v. Philadelphia, Baltimore & Washington R. R. Co. et al.**, 19 I. C. C., 295.
- Alabama Midland Ry. Co., Board of Trade of Troy, Ala., v.**, 1 I. C. C., 6.  
See **Board of Trade of Troy, Ala., v. Alabama Midland Ry. Co.**
- Alabama Midland Ry. Co., Savannah Bureau of Freight & Transportation v.**, 8 I. C. C., 377.  
See **Savannah Bureau of Freight & Trans. v. Louisville & Nashville R. R. Co.**
- Alabama R. R. Commission v. Louisville & Nashville R. R. Co. et al.**, 19 I. C. C., 460.
- Alabama, T. & N. R. R. Co., Berthold & Jennings Lbr. Co. v. (U. R. A-172)**, 27 I. C. C., 717.
- Alabama, Tennessee & Northern R. R. Co. et al., DuMee, Son & Co. v.**, 19 I. C. C., 575.
- Alan Wood, Iron & Steel Co. v. P. R. Co.**, 22 I. C. C., 540.  
*Cited:* **Alan Wood, Iron & Steel Co.**, 24 I. C. C., 37.  
Companion case.
- Alan Wood Iron & Steel Co. v. P. R. Co.**, 24 I. C. C., 27.
- Alaska Lumber Co. v. G. N. R. Co.**, 23 I. C. C., 714.
- Alaska Lumber Co. v. Northern Pacific Ry. Co. (1195)**, 15 I. C. C., 637.
- Alaska Rail & Water Carriers, Jurisdiction Over, In re**, 19 I. C. C., 81.  
See **In re Jurisdiction Over Rail & Water Carriers Operating in Alaska.**
- Albany & Susquehanna R. R. Co., Milk Producers' Protective Asso. v.**, 7 I. C. C., 92.  
See **Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.**
- Albany Produce Co. v. Chicago, Burlington & Quincy Ry. Co.**, 12 I. C. C., 434.
- Albert Lea, Minn., Business Men's League of, v. B. & O. R. Co.**, 24 I. C. C., 125.  
See **Business Men's League of Albert Lea, Minn., v. B. & O. R. R. Co.**

**Albree, Geo., v. B. & M. R.,** 22 I. C. C., 303.

*Followed:* In re Freight Bills, 29 I. C. C., 498.

The act indicates an intent upon the part of Congress to secure to every shipper immunity from a disclosure of his business at the hands of a common carrier.

**Alden, John W., v. Adams Express Co. et al.,** 16 I. C. C., 608.

**Alderman, D. W., & Son Co. v. A. C. L. R. Co.,** 26 I. C. C., 716.

**Alderman & Sons Co. v. A. C. L. R. R. Co. (U. R. A-548),** 30 I. C. C., 717.

**Alderman, D. W. & Sons Co. v. S. R. Co. (U. R. A-127),** 27 I. C. C., 728.

**Alexander, F. B., v. S. P. Co.,** 24 I. C. C., 306.

**Alexander, F. G., v. St. L. & S. F. R. Co.,** 24 I. C. C., 253.

**Alexander, F. G., v. S. R. Co.,** 25 I. C. C., 32.

**Alexander, M. H. Co. v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. (1804),** 15 I. C. C., 638.

**Alexander, R. L. & Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.,** 18 I. C. C., 626.

**Alexandria & Fredericksburg Ry. Co., Charles P. Perry v.,** 5 I. C. C., 97.

See Perry v. Fla. Cen. & Pen. R. R. Co.

**Alexandria & Fredericksburg Ry. Co., Railroad Commission of Florida v.,** 5 I. C. C., 13.

See R. R. Com. of Fla. v. Savannah, Fla., & N. R. R. Co.

**Alexandria & Fredericksburg Ry. Co., J. M. Rising v.,** 5 I. C. C., 120.

**Alexandria & Washington Ry. Co., Charles P. Perry v.,** 5 I. C. C., 97.

See Perry v. Fla. Cen. & Pen. R. R. Co.

**Alexandria & Washington Ry. Co., Railroad Commission of Florida v.,** 5 I. C. C., 13.

See R. R. Com. of Fla. v. Savannah, Fla. & W. R. R. Co.

**Alexandria & Washington Ry. Co., J. M. Rising v.,** 5 I. C. C., 120.

**Alexandria Barrel Co. v. C. R. I. & P. R. Co.,** 27 I. C. C., 196.

**Alexandria, Va., Switching Charges,** 29 I. C. C., 381.

**Alfalfa Meal Co. v. C., B. & Q. R. Co. (U. R. A-127),** 27 I. C. C., 710.

- Alford, D. S., v. Chicago, Rock Island & Pacific Ry. Co.**, 3 I. C. C., 519.
- Algert, C. H. Co. v. Chicago, Burlington & Quincy R. R. Co. et al.**, 21 I. C. C., 672.
- Algert, C. H. Co. v. Denver & Rio Grande R. R. Co. et al.**, 20 I. C. C., 93.
- Allegany County, American Coal Co. et al., v. Baltimore & Ohio R. R. Co. et al.**, 17 I. C. C., 149.
- Alleged Disturbance in Passenger Rates by Canadian Pacific Ry. Co.**, 8 I. C. C., 71.
- Alleged Excessive Freight Rates and Charges on Food Products, In the Matter of**, 4 I. C. C., 48, 116.
- Alleged Unlawful Charges for Transportation of Vegetables by Savannah, Fla. & Western Ry. Co.**, 8 I. C. C., 585.
- Alleged Unlawful Discrimination, In re**, 11 I. C. C., 587.
- Alleged Unlawful Rates and Practices in the Transportation of Cotton by Kansas City, Memphis & Birmingham R. R. Co.**, 8 I. C. C., 121.
- Cited*: Central Yellow Pine Asso. v. V., S. & P. R. Co., 10 I. C. C., 214.
- Cited*: Planters' Compress Co. v. M., K. & T. R. Co., 11 I. C. C., 612.
- Cited*: In re transportation of Wool, Hides and Pelts, 23 I. C. C., 173.
- The Commission held that cotton might be compressed in transit and no distinction can be made between this and most other in transit privileges claimed.
- Alleged Unlawful Rates and Practices in the Transportation of Coal and Mine Supplies by the Atchison, Topeka & Santa Fe Ry. Co.**, 10 I. C. C., 473.
- Alleged Unlawful Rates and Practices in the Transportation of Grain and Grain Products by Atchison, Topeka & Santa Fe R. R. Co.**, 7 I. C. C., 33, 240.
- Cited*: Board of R. Com. v. Cinn., N. O. & T. P. R. Co., 7 I. C. C., 385.
- The practice of shrinking the rate on grain through Cincinnati to make the total equal to rate by other lines is analogous to "protecting the through rate."
- Cited*: Brewer & Hanleiter v. L. & N. R. Co., 7 I. C. C., 237.
- Cited and distinguished*: Unlawful Rates in Trans. Cotton by K. C. M. & B., 8 I. C. C., 122, 138.

Competition between railroads subject to the Act could not make out a case of dissimilar circumstances and conditions within the meaning of the statute.

*Cited:* Duncan & Co. v. N. C. & St. L. Ry. Co., 16 I. C. C., 599.

The reshipping privilege is a practice in connection with the handling of grain which is subject to many abuses.

*Cited and quoted:* Sioux City T. E. Co. v. C., M. & St. P. Ry. Co., 27 I. C. C., 461.

If the through rate via the Santa Fe to Chicago was less than the sum of the locals, line like the Chicago & Alton, beginning at Kansas City, would not participate in the western grain business. "Protecting the through rate" is a practice that has grown up to enable eastern roads without western connections to obtain a portion of the western business.

**Alleged Unlawful Trans. Chgs. by Ill. Central R. R. Co., 6 I. C. C., 624.**

**Alleged Unreasonable Rates on Live Stock, 28 I. C. C., 332.**

**Alleged Violations of the Act to Regulate Commerce by the St. Louis & San Francisco Ry. Co., 8 I. C. C., 290.**

See St. Louis & San Francisco Ry. Co., Alleged Violations of Act by.

**Alleged Violations of the 4th Sec. of the Act to Regulate Commerce by Atchison, Topeka & Santa Fe Ry. Co., 7 I. C. C., 61.**

*Cited:* Fewell v. Richmond & D. R. Co., 7 I. C. C., 374.

Rulings as to what are dissimilar circumstances and conditions under 4th Sec.

**Allegheny Valley Ry. Co. v. Wolf Bros., 7 I. C. C., 40.**

**Allen, G. P., v. Carolina Midland Ry. Co., 1 I. C. C., 8.**

**Allen, David F., v. Louisville, New Albany & Chicago R. R. Co., 1 I. C. C., 199.**

*Cited and distinguished:* F. L. Hurlburt v. The Lake Shore & Mich. Sou. Ry. Co., 2 I. C. C., 124.

*Cited:* N. O. Cotton Exch. v. Cin., N. O. & Tex. P. Ry. Co., 2 I. C. C., 385.

*Cited:* Mich. Congr. Water Co. v. Chi. & Gt. Tr. Ry. Co., 2 I. C. C., 601.

When the object of a complaint is to compel a reduction of rates from a western point to the seaboard, all the carriers forming the line

over which the property is transported must be parties, and it is not sufficient to proceed against the initial carrier alone. This rule held not to apply where order to be made to the single defendant is that it receive merchandise and bill it in a particular class on through shipment over several lines.

*Cited:* G. C. Pratt Lum. Co. v. Chi., I. & L. R. Co., 10 I. C. C., 34.

The circumstances and conditions are substantially different in regard to freight moving from Indianapolis and from Sheridan.

**Allen, H. C., v. Pennsylvania R. R. Co. et al., 21 I. C. C., 677.**

**Allen, J. H. & Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 16 I. C. C., 293.**

**Allen v. U. P. R. R. Co. (5635), 28 I. C. C., 711.**

**Allen & Higgins Lumber Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 16 I. C. C., 609.**

**Allen & Higgins Lumber Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 16 I. C. C., 610.**

**Allen & Higgins Lumber Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 251.**

See Kindelon v. S. P. Co.

**Allen & Higgins Lumber Co. v. A., T. & S. F. R. Co., 24 I. C. C., 719.**

**Allen & Higgins Lumber Co. v. Southern Pacific Co. et al., 16 I. C. C., 609.**

**Allen & Higgins Lumber Co. v. Southern Pacific Co. et al., 17 I. C. C., 251.**

See Kindelon v. S. P. Co.

**Allen & Lewis v. C., B. & Q. R. R. Co. (U. R. A-453), 29 I. C. C., 724.**

**Allender, et al., v. Chicago, Burlington & Quincy R. R. Co. et al., 16 I. C. C., 103.**

**Allentown Portland Cement Co. v. P. R. Co., 27 I. C. C., 448.**

**Allouez Mineral Spring Co. v. Green Bay & Western R. R. Co. (1299), 13 I. C. C., 682.**

**Allowances for Transfer of Sugar, In re, 14 I. C. C., 619.**

See also In re Allowances for Transfer of Sugar.

*Cited:* Federal Sugar Refining Co. v. B. & O. R. R. Co., 20 I. C. C., 207.



The carriers designated privately owned docks as terminals and absorbed lighterage charge that they might participate in a large shipper's business, such shipper indirectly owning such dock.

**Allowances to Elevators, Re, 10 I. C. C., 309.**

See also *In re Allowances to Elevators by Union Pacific R. R. Co.*

*Cited:* *Re Divisions of Joint Rates, 10 I. C. C., 399.*

*Cited and extended:* *Allowances to Elevators by U. P. R. Co., 14 I. C. C., 315.*

*Cited:* *Nebraska-Iowa Grain Co. v. U. P. R. R. Co., 15 I. C. C., 92.*

*Cited:* *Traffic Bureau v. C., B. & Q. R. R. Co., 22 I. C. C., 500.*

Held that a carrier might pay an elevator company for transferring grain from its cars to the cars of its connections at Council Bluffs, so long as the transaction was in good faith, even though the greater part of the grain so transferred belonged to the Elevator Company receiving the compensation.

*Cited:* *In re Allowances to Elevators, 12 I. C. C., 86.*

Petition to rehear cited case.

*Distinguished:* *Merchants' Cotton Press & Storage Co. v. I. C. R. R. Co., 17 I. C. C., 104.*

In cited case the cotton compressed is not the property of the Storage Co.

**Allowances to Elevators by the Union Pacific R. R. Co., 12 I. C. C., 85.**

*Cited and extended:* *Allowances to Elevators, 14 I. C. C., 315, 318, 323, 332.*

*Cited:* *Nebraska-Iowa Grain Co. v. U. P. R. R. Co., 15 I. C. C., 92, 96.*

*Cited:* *Traffic Bureau v. C., B. & Q. R. R. Co., 22 I. C. C., 500.*  
The allowance for elevation held legal.

*Cited:* *Washer Grain Co. v. M. P. Ry. Co., 15 I. C. C., 150.*

*Quoted:* *Milwaukee Malsters' Traffic Asso. v. G. T. W. Ry. Co., 28 I. C. C., 492.*

Elevation as an element of transportation is the unloading of grain from cars, or from grain-carrying vessels, into a grain elevator and loading it out again after storage for a period of not to exceed ten days.

*Quoted:* *Federal Sugar Refining Co. v. B. & O. R. R. Co., 17 I. C. C., 47.*

The provision of Section 15 must be read in connection with the other sections of the Act with the result that any allowance over and

above the cost of the service furnished by the shipper becomes a rebate.

*Distinguished:* Merchants' Cotton Press & Storage Co. v. I. C. R. R. Co., 17 I. C. C., 104.

The cotton company does not own the cotton it compresses and stores.

*Cited:* Merchants' Cotton Press & Storage Co. v. I. C. R. R. Co., 17 I. C. C., 107.

Dissenting opinion cites the case as being in direct conflict.

**Allowances to Elevators by the Union Pacific R. R. Co., 13 I. C. C., 498.**

**Allowances to Elevators by the Union Pacific R. R. Co., 14 I. C. C., 315.**

See also *In re Allowances to Elevators by U. P. R. R. Co.*

*Cited:* Traffic Bu. Mer. Ex. v. C., B. & Q. Ry. Co., 14 I. C. C., 332.

*Cited:* Elevation Allowances, 24 I. C. C., 198.

*Cited:* Milwaukee Maltsters' Traffic Asso. v. G. T. W. Ry. Co., 28 I. C. C., 492.

As a facility for the convenience of the carrier, free elevation is unobjectionable; but when the owner is permitted to and does use the elevation as a transit privilege for himself by means of which to secure commercial advantages on his own grain, the result is an unlawful preference and discrimination.

**Allowances to Short Lines of Railroads Serving Industries, 29 I. C. C., 212.**

See *Industrial Railways Case*.

**Alpha Portland Cement Co. v. B. & O. R. R. Co., 22 I. C. C., 446.**

*Distinguished:* Indianapolis Frt. Bu. v. C., C. & St. L. Ry. Co., 23 I. C. C., 208.

The rate on a single commodity was being considered in the cited case, moving under commodity rates and the essential point in the unjust discrimination there found was that the Universal plant was accorded rates in central freight association territory on the mileage scale, while on shipments to that territory, the Manheim plant was accorded and given the same rates as Baltimore, 269 miles farther east.

*Cited:* Com. Club of Terre Haute v. V. R. R. Co., 29 I. C. C., 389.

The issues in the present case are not governed by the cited case.

**Alpha Portland Cement Co. v. Delaware, Lackawanna & Western R. R. Co., et al., 19 I. C. C., 297.**

**Alpha Portland Cement Co. v. Pennsylvania R. R. Co. et al.** 20 I. C. C., 640.

**Alphons Custodis Chimney Construction Co. v. Pa. R. R. Co.** (1579), 14 I. C. C., 639.

**Alphons Custodis Chimney Construction Co. v. Southern Ry. Co. et al.**, 16 I. C. C., 584.

**Alphons Custodis Construction Co. v. Vandalia R. R. Co. et al.**, 16 I. C. C., 600.

**Althoff Mfg. Co. v. D. & R. G. R. R. Co.** (4820), 28 I. C. C., 712.

**Alton Board of Trade v. C. & A. R. R. Co.**, 28 I. C. C., 589.

*Quoted and followed:* Rock Spring Distilling Co. v. I. C. R. R. Co., 29 I. C. C., 18, 25.

Short line distances via the several lines, from Alton to Louisville, Ky. The rate is made by the other carriers and the Louisville & Nashville is compelled to meet it, but held that rates to Henderson and Owensboro and intermediate stations west thereof should not exceed the rates concurrently applicable from the same point of origin to Louisville.

*Cited:* Standard Oil Co. v. Penn. Co., 29 I. C. C., 525.

Carriers whose lines are extremely circuitous should be permitted to meet rates of their short line competitors, although charging higher rates at intermediate points upon their own line.

**Amador Central R. R. Co., Booth-Kelley Lumber Co. v.** (5404), 28 I. C. C., 714.

**Amarillo Gas Co. v. Atchison, Topeka & Santa Fe Ry. Co.**, 12 I. C. C., 209.

**Amarillo Gas Co. v. Atchison, Topeka & Santa Fe Ry. Co.**, 13 I. C. C., 240.

*Explained:* Coke Producers' Asso. v. B. & O. R. R. Co., 27 I. C. C., 148.

The case was decided on its facts and the circumstances and conditions there existing. It was not the announcement of a general principle. The case fixed the rate on coke in carloads from Trinidad coal and coke district in Colorado to Amarillo, Tex., on a parity with the soft coal rate, but it should not be taken as standing for the principle that coke should take no higher rate than soft coal.

**American Agricultural Chemical Co. v. Bangor & Aroostok R. R. Co.**, 28 I. C. C., 398.

*Cited and followed:* Brackett, C. S. Co. v. Gt. Northern Ex. Co., 29 I. C. C., 668.

A carrier is not guilty of misrouting where the instructions marked on the package are followed.

**American Agricultural Chemical Co. v. Erie R. R. Co. et al.**, 16 I. C. C., 320.

**American Agricultural Chemical Co. v. L. & N. R. Co.**, 22 I. C. C., 660.

**American Asphalt Asso. v. Uintah Ry. Co.**, 13 I. C. C., 196.

**American Bankers' Asso. v. American Ex. Co.**, 15 I. C. C., 15.

*Cited*: In re Contracts for Free Transportation, 16 I. C. C., 248.

In issuing money orders the express company performs a service of value and convenience to the public, with which the Commission will not interfere unless constrained by the imperative mandate of the act to regulate commerce.

**American Bankers' Asso. v. American Express Co. et al.**, 18 I. C. C., 607.

**American Beet Sugar Co. v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 16 I. C. C., 288.

**American Brake Shoe & Foundry Co. v. A. G. S. R. Co.**, 26 I. C. C., 446.

**American Brake Shoe & Foundry Co. v. B. Ry. Co. of Chattanooga**, 28 I. C. C., 350.

**American Cement Plaster Co. v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 20 I. C. C., 662.

**American Cereal Co. v. Chicago, Rock Island & Pacific Ry. Co.**, 6 I. C. C., 61.

**American Cigar Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 15 I. C. C., 168.

**American Cigar Co. v. Lake Shore & Michigan Southern Ry. Co. et al.**, 17 I. C. C., 619.

**American Cigar Co. v. Philadelphia & Reading Ry. Co. et al.**, 20 I. C. C., 81.

**American Circular Loom Co. v. Delaware, Lackawanna & Western R. R. Co. et al.**, 18 I. C. C., 610.

**American Coal & Supply Co. v. C. & N. W. R. Co. (U. R. A.-225)**, 27 I. C. C., 729.

**American Coal & Supply Co. v. Chicago & Northwestern Ry. Co.**, 30 I. C. C., 492.

**American Coal Co. of Allegheny County et al. v. Baltimore & Ohio R. R. Co. et al.**, 17 I. C. C. 149.

Carriers ordered to discontinue charging a higher rate on big-vein than on small-vein coal from Georges Creek Basin, Md., to New York

City and other coast points, on the ground that the existing rate adjustment constitutes an undue prejudice.

**Philadelphia & Reading Ry Co. v. Interstate Commerce Commission.**

174 Fed. 687. November 20, 1909.

C. C. E. D. Pa. Buffington, J.

Commission's order held to be valid.

**American Creosoting Works, Ltd., v. Illinois Central R. R. Co.,** 15 I. C. C., 160.

*Cited:* Crescent Coal & Mining Co. v. B. & O. R. R. Co., 20 I. C. C., 569.

Demurrage may not be assessed except for or because of failure on part of shipper or consignee to comply with his obligations.

**American Creosote Works, Ltd., v. Illinois Central R. R. Co. et al.,** 17 I. C. C., 615.

**American Creosote Works, Ltd., v. Illinois Central R. R. Co. et al.,** 18 I. C. C., 212.

*Cited:* American Creosote Works, Ltd., v. Illinois Central R. R. Co. et al., 19 I. C. C., 314.

Petition for rehearing denied.

**American Creosote Works, Ltd., v. Illinois Central R. R. Co. et al.,** 19 I. C. C., 314.

**American Dynalite Co. v. L. S. & M. S. R. Co.,** 26 I. C. C., 713.

**American Express Co., Acme Portland Cement Co. v.,** 28 I. C. C. 316.

**American Ex. Co., American Bankers' Asso. v.,** 15 I. C. C., 15.

See American Bankers' Asso. v. Am. Exp. Co.

**American Express Co. et al., American Bankers' Asso. v.,** 18 I. C. C., 607.

**American Express Co., Atlantic Packing Co. of Baltimore City v.,** 28 I. C. C., 244.

**American Express Co. et al., Browne, Thomas J., v.,** 19 I. C. C. 612.

**American Express Co., Clapp & Co. v. (U. R. A.-335),** 28 I. C. C. 732.

**American Express Co., Glavin v. (U. R. A.-328),** 28 I. C. C. 731.

**American Express Co. et al., Hamilton, Charles L., v.,** 20 I. C. C. 671.

**American Express Co. et al., Hovey, Chas. B., v.,** 21 I. C. C., 668.

**American Express Co., Interstate Remedy Co. v.,** 16 I. C. C., 436.

See Interstate Remedy Co. v. Am. Exp. Co.

**American Express Co. et al., Kleine Optical Co. et al. v.,** 17 I. C. C., 614.

**American Express Co., Lower Coast Growers' & Shippers' Asso. v. (U. R. A.-621),** 30 I. C. C., 726.

**American Express Co., Millinery Jobbers' Asso. v.,** 20 I. C. C., 498.

See *Millinery Jobbers' Asso. v. Am. Exp. Co.*

**American Express Co. et al., Strauss, August H., v.,** 19 I. C. C., 112.

**American Express Co., Sundberg v.,** 24 I. C. C., 380.

See *In re Express Rates.*

**American Express Co., Sundberg v.,** 28 I. C. C., 131.

**American Express Co. et al., Ullman, Joseph, v.,** 19 I. C. C., 354.

See *Ullman v. Am. Exp. Co.*

**American Fork & Hoe Co. v. B. & O. R. Co. (U. R. A.-164),** 27 I. C. C. 716.

**American Fruit Union of Cincinnati, Ohio v. Cinn., New Orleans & Texas Pacific Ry. Co.,** 12 I. C. C. 411.

*Followed:* **Swift & Co. v. C. & A. R. R. Co.,** 16 I. C. C., 429.

Held that tariff provision that carrier would furnish ice only on a minimum weight of 15,000 pounds was not unreasonable.

*Cited:* **Asparagus Growers' Asso. v. A. C. L. R. R. Co.,** 17 I. C. C. 427.

Refrigeration charges of \$48 per car from Charleston to New York on 21,125 pounds when 325 crates are loaded held not unreasonable or discriminatory against shippers of less than carload lots.

**American Furniture Co. v. C. & E. R. R. Co. (U. R. A.-597),** 30 I. C. C., 723.

**American Furniture Co. v. C., B. & Q. R. R. Co. (5847),** 29 I. C. C., 712.

**American Grass Twine Co. v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co.,** 12 I. C. C., 141.

**American Grocer Co. v. Pitts., Cinn., Chicago & St. Louis Ry. Co.,** 13 I. C. C., 293.

**American Hair Felt Co. v. C., M. & St. P. Ry. Co. (U. R. A-674),** 30 I. C. C., 733.

**American Hardwood Lumber Co. v. M. P. R. Co.,** 22 I. C. C., 661.

**American Hardwood Lumber Co. v. M. P. R. Co.,** 26 I. C. C., 720.

- American Hardwood Lumber Co. v. St. L., I. M. & S. R. Co.**, 22 I. C. C., 673.
- American Hay Co. v. B. & M. R. R.** (U. R. A-286), 28 I. C. C., 726.
- American Hay Co. v. C. V. Ry. Co.**, 29 I. C. C., 659.
- American Hay Co. v. C. V. Ry. Co.**, 30 I. C. C., 562.
- American Hay Co. v. Lehigh Valley R. R. Co.**, 21 I. C. C., 166.
- American Hay Co. v. L. V. R. Co.**, 24 I. C. C., 717.
- American Hay Co. v. N. Y. C. & H. R. R. Co.**, 24 I. C. C., 707.
- American Hide & Leather Co. v. Pennsylvania Co. et al.**, 17 I. C. C., 619.
- American Insulated Wire & Cable Co. v. C. & N. W. R. Co.**, 26 I. C. C., 415.
- American-La France Fire Engine Co. v. Chicago & Northwestern Ry. Co. et al.**, 16 I. C. C., 608.
- American Land, Timber & Stave Co. v. St. L. & S. F. R. R. Co.** (5718), 28 I. C. C., 717.
- American Lumber & Export Co. v. S. R. Co.** (4624), 27 I. C. C., 703.
- American Lumber & Manufacturing Co. v. Central of Georgia Ry. Co. et al.**, 18 I. C. C., 622.
- American Lumber & Mfg. Co. v. C. & O. Ry. Co.** (5996), 28 I. C. C., 720.
- American Lumber & Mfg. Co. v. C. & O. Ry. Co.** (U. R. A-655), 30 I. C. C., 731.
- American Lumber & Mfg. Co. v. D. T. & I. Ry. Co.** (U. R. A.-584), 30 I. C. C., 721.
- American Lumber & Mfg. Co. v. G. & S. I. R. R. Co.** (6070), 29 I. C. C., 713.
- American Lumber & Mfg. Co. v. Louisiana Ry. & Navigation Co. et al.**, 21 I. C. C., 684.
- American Lumber & Mfg. Co. v. Southern Pacific Co.**, 14 I. C. C., 561.
- Followed:* **Beggs v. Wabash R. R. Co.**, 16 I. C. C., 208.
- Reparation awarded on claim growing out of carrier not furnishing a car of the size ordered.
- American Lumber Co. v. A. C. L. R. Co.**, 25 I. C. C., 208.
- American Mfg. Co. v. Louisville & Nashville R. R. Co. et al.**, 21 I. C. C., 483.
- American Metal Co., Ltd., v. C. R. R. Co. of N. J.** (5812), 28 I. C. C., 719.
- American Milling Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 21 I. C. C., 673.

**American Milling Co. v. L., H. & St. L. R. Co.**, 22 I. C. C., 660.

**American Milling Co. v. L., H. & St. L. R. Co.**, 22 I. C. C., 669.

**American Milling Co. v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.**,  
20 I. C. C., 662.

**American Milling Co. v. Pere Marquette R. R. Co. et al.**, 20 I. C. C., 668.

**American National Live Stock Asso. v. S. P. Co.**, 26 I. C. C., 37.

**American National Live Stock Asso v. Texas & Pacific Ry. Co.**, 12 I. C.  
C., 32.

*Cited:* **Youngblood v. T. & P. Ry. Co.**, 21 I. C. C., 571.

Joint rates were restored from points on the Texas & Pacific on live stock for interstate shipments.

**American Naval Stores Co. v. L. & N. R. R. Co.** (U. R. A.-285), 28 I. C. C.  
725.

**American Pad & Textile Co. v. Baltimore & Ohio Southwestern R. R. Co.**,  
21 I. C. C., 665.

**American Oil & Paint Co. v. Erie R. R. Co. et al.**, 17 I. C. C., 594.

**American Plow Co. v. Pere Marquette R. R. Co. et al.**, 18 I. C. C., 621.

**American Plow Co. v. Pere Marquette R. R. Co. et al.**, 19 I. C. C., 610.

**American Radiator Co. v. E. R. Co.**, 24 I. C. C., 717.

**American Refining Co. v. St. Louis & S. F. R. R. Co.**, 30 I. C. C., 103.

**American Refractories Co. v. Elgin, Joliet & Eastern R. R. Co.**, 15 I. C.  
C., 480.

*Cited:* **Evens & Howard Fire Brick Co. v. St. L., I. M. & S. Ry. Co.**,  
25 I. C. C., 148.

A rate of 80 cents per ton for a two-line haul of 124 miles held so low that reparation would not be granted till more could be known of the circumstances under which the traffic moved.

**American Sand & Gravel Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**,  
17 I. C. C., 618.

**American Smelting & Refining Co. v. Baltimore & Ohio R. R. Co. et al.**, 21  
I. C. C., 659-663.

**American Smelting & Refining Co. v. Monongahela R. R. Co. et al.**, 21 I. C.  
C., 660-663.

**American Smelting & Refining Co. v. Norfolk & Western Ry. Co. et al.**, 21  
I. C. C., 661-662.



**American Smelting & Refining Co. v. Oregon Short Line R. R. Co. et al.**, 18 I. C. C., 623.

**American Smelting & Refining Co. v. Pennsylvania R. R. Co. et al.**, 21 I. C. C., 660.

**American Smelting & Refining Co. v. Pittsburg & Lake Erie R. R. Co. et al.**, 21 I. C. C., 661.

**American Sumatra Tobacco Co. v. L. & N. R. R. Co.**, 26 I. C. C., 717.

**American Telephone & Telegraph Co., Corporation Commission of Okla. v. (5953)**, 28 I. C. C., 720.

**American Terra Cotta & Ceramic Co. v. V. R. R. Co. (U. R. A.-406)**, 29 I. C. C., 717.

**American Tobacco Co. v. C. & O. R. Co.**, 26 I. C. C., 722.

**American Tobacco Co. v. Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 624.

**American Tobacco Co. v. P. R. Co. (U. R. A-160)**, 27 I. C. C., 160.

**American Trust & Savings Bank v. Chicago, Milwaukee & St. Paul Ry. Co.**, 17 I. C. C., 11.

**American Type Founders Co. v. St. L. M. B. T. R. Co.**, 25 I. C. C., 709.

**American Warehousemen's Asso v. Illinois Central R. R. Co.**, 7 I. C. C., 556.

*Cited:* Pa. Millers' St. Asso. v. Phila. & R. Ry. Co., 8 I. C. C., 552.

The actual transportation is at an end and the goods delivered by the carrier when the car is placed on the unloading track or other proper place for unloading by the consignee.' The functions of the carrier, "to receive, transport and deliver," are then fully discharged.

*Cited:* Pa. Millers' St. Asso. v. Phila. & R. Ry. Co., 8 I. C. C., 552.

Under section 6 of the Act, the carriers should state among other terminal charges the rules and regulation, if any, of the carrier in relation to storage.

*Cited:* Joynes v. Pa. R. R. Co., 17 I. C. C., 372.

Reparation in discrimination cases.

**American Warehouse Co. v. St. L. & S. F. R. Co. (U. R. A.-103)**, 27 I. C. C., 707.

**American Well & Prospecting Co. v. St. L. S. W. Ry. Co. (5744)**, 29 I. C. C., 712.

**American Wire Nail Co. v. I. C. R. Co.**, 3 I. C. C., 224.

*Cited:* N. Y. B'd of Tr'd & Tr'n et al. v. Penn. R. Co., 4 I. C. C., 520.

When a carrier has before hearing, or prior to commencement of proceedings against it, abandoned practices condemned by the Act, no order will be issued against it to cease such practices.

**Ames Brooks Co. v. Rutland R. R. Co. et al.**, 16 I. C. C., 479.

**Anaconda Copper Mining Co. v. B., A. & P. R. Co.**, 26 I. C. C., 716.

**Anaconda Copper Mining Co. v. Chicago & Erie R. R. Co. et al.**, 19 I. C. C., 592.

From West Virginia ovens to Chicago, Ill., defendants charged complainant a higher rate on its coke for use in smelting copper than was charged on other coke for blast-furnace use. Held that the rate charged complainant was not unreasonable or otherwise in violation of the act. Complaint dismissed.

**Anaconda Copper Mining Co. v. United States.**

1 Com. Ct. 445. June 7, 1912.

Commerce Court No. 54. Carland, J.

Commission's order of dismissal held to be valid.

**Anaconda Copper Mining Co. v. United States.**

Not reported. June 29, 1912.

Commerce Court No. 54.

No order having been entered in accordance with decision of June 7, 1912, order entered following *Proctor & Gamble v. U. S.* (225 U. S., 282) to the effect that a denial of relief by the Commission is not an order of which the Commerce Court has jurisdiction, case dismissed for want of jurisdiction.

*Cited*: **Anaconda Copper Mining Co. v. Chicago & Erie R. R. Co. et al.**, 21 I. C. C., 40.

Reparation denied.

*Followed*: **Carter White Lead Co. v. N. & W. Ry. Co.**, 21 I. C. C., 41.

Reparation.

*Distinguished*: **St. Louis Blast Furnace Co. v. V. Ry. Co.**, 21 I. C. C., 215.

The present case is based on discrimination rather than unreasonableness of the dual rates on coke made on the use to which the coke was to be put.

*Cited*: **St. Louis Blast Furnace Co. v. L. & N. R. R. Co.**, 26 I. C. C., 357.

*Cited:* Coke Producers' Asso. of Connellsville v. B. & O. R. R. Co., 27 I. C. C., 126.

The dual rates condemned in cited case, were canceled in so far as the defendants in present case are concerned.

*Cited:* Wisconsin Steel Co. v. P. & L. E. R. R. Co., 27 I. C. C., 152-154.

Dual rates on coke made with reference to use to which the coke was to be put condemned. The average distance from the ovens to Chicago by the lines of the defendants is about 575 miles.

*Cited and followed:* Woodward-Bennett Co. v. S. P., L. A. & S. L. R. R. Co., 29 I. C. C., 665.

The mere fact that certain traffic is hauled in train-load lots cannot be made basis of rates different from those applied to shipments in single car loads.

**Anaconda Copper Mining Co. v. Chicago & Erie R. R. Co. et al.**, 21 I. C. C., 40.

*Followed:* Carter White Lead Co. v. N. & W. Ry. Co., 21 I. C. C., 41. Reparation.

*Cited:* Wisconsin Steel Co. v. P. & L. E. R. R. Co., 27 I. C. C., 152.

The maintenance of rates on coke which were based upon uses to which the coke was put, condemned.

**Anaconda Copper Mining Co. v. C., M. & St. P. R. Co.**, 26 I. C. C., 713.

**Anaconda Copper Mining Co. v. G. N. R. Co.**, 22 I. C. C., 658.

**Anaconda Copper Mining Co. v. L. V. R. Co.**, 23 I. C. C., 711.

**Anacostia Citizens Asso. v. B. & O. R. Co.**, 25 I. C. C., 411.

*Cited:* Washington, D. C., Store-door Delivery, 27 I. C. C., 350.

*Cited:* Merchants & Manufacturers Asso. v. B. & O. R. R. Co., 30 I. C. C., 389.

*Cited:* Judd & Detweiler v. B. & O. R. R. Co., 30 I. C. C., 456. Store-door delivery service at Washington considered.

**Anadarko Cotton Oil Co. et al. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 20 I. C. C., 43.

*Cited:* Riverside Mills v. Georgia R. R., 20 I. C. C., 425.

*Quoted:* Sweeney, Lewis & Co. v. N. Y., P. & U. R. R. Co., 20 I. C. C., 602.

*Followed:* Memphis Frt. Bu. v. St. L. & S. F. R. R. Co., 21 I. C. C., 118

*Followed:* Texas Brewing Co. v. A., T. & S. F. Ry. Co., 21 I. C. C., 175.

*Followed:* Liggett & Platt Spring Bed & Mfg. Co. v. M. P. Ry. Co., 22 I. C. C., 515.

*Cited:* Byrnes v. A. C. L. R. R. Co., 23 I. C. C., 253.

*Cited:* Anadarko Cotton Oil Co. v. A., T. & S. F. Ry. Co., 24 I. C. C., 327.

*Cited:* Manufacturers & Merchants Asso. v. A. & A. R. R. Co., 24 I. C. C., 339.

*Cited:* Manufacturers & Merchants Asso. v. A. & A. R. R. Co., 25 I. C. C., 116.

*Cited:* New Pittsburgh Coal Co. v. H. V. Ry. Co., 26 I. C. C., 125.

*Cited:* Minneapolis Steel & Mch. Co. v. C., M. & St. P. Ry. Co., 26 I. C. C., 194.

*Cited:* Charles-Boldt Co. v. C., R. I. & P. Ry. Co., 27 I. C. C., 13.

*Cited:* Board of Trade, Carrollton, Ga., v. C. of G. Ry. Co., 28 I. C. C., 172.

*Cited:* Northwestern Woodenware Co. v. C., M. & P. S. Ry. Co., 28 I. C. C., 243.

There is no presumption of law that a rate condemned as unreasonable, or reduced by a carrier on its own motion, has been unreasonable for any particular period in the past, and a rate reasonable when established may in course of time become unreasonable by virtue of changed circumstances and conditions.

*Cited and followed:* New Orleans Board of Trade v. I. C. R. R. Co., 29 I. C. C., 33.

*Followed:* Curry & Whyte Co. v. D. & I. R. R. Co., 30 I. C. C., 1.

Proof of the damages resulting from the wrongful act of the carriers must be by such evidentiary facts as would be required to sustain such a recovery before a court of law.

**Anadarko Cotton Oil Co. v. A., T. & S. F. R. Co., 24 I. C. C., 327**

**Anchor Line (See Lake-and-Rail Butter and Egg Rates) 29 I. C. C., 45.**

**Anda Produce Co. v. C. & N. W. Ry. Co. (U. R. A.-631), 30 I. C. C., 727.**

**Anderson, E. Ellery, v. Colorado Iron & Fuel Co., 6 I. C. C., 488.**

See Colo. Fuel & Iron Co. v. Southern Pacific Co.

**Anderson, E. Ellery, v. Milton Evans, 6 I. C. C., 520.**

See Evans v. Union Pacific Ry. Co.

**Anderson, J. A., v. U. P. R. Co. (U. R. A.-243), 27 I. C. C., 727.**

**Anderson & Saline River Ry. Co. et al., Commercial Club of Omaha v.,** 18 I. C. C., 532.

See *Commercial Club of Omaha v. A. & S. R. Ry. Co.*

**Anderson & Saline River Ry. Co. et al., Commercial Club of Omaha v.,** 19 I. C. C., 419.

See *Commercial Club of Omaha v. A. & S. R. Ry. Co.*

**Anderson & Saline River Ry. Co., Commercial Club of Omaha v.,** 27 I. C. C., 302.

See *Commercial Club of Omaha v. A. & S. R. Ry. Co.*

**Anderson & Saline River Ry. Co., Commercial Club of Omaha v.,** (U. R. A.-263), 28 I. C. C., 723.

**Anderson & Saline River R. R. Co., Lumbermen's Exchange of St. Louis v.,** 24 I. C. C., 220.

See *Lumbermen's Ex. of St. Louis v. A. & S. R. R. R. Co.*

**Anderson & Saline River R. R. Co., Traffic Bureau of Sioux City Commercial Club v.,** 24 I. C. C., 177.

See *Traffic Bu. Sioux City v. A. & S. R. R. R. Co.*

**Anderson, Clayton & Co. v. Chicago, Rock Island & Pacific Ry. Co.** (1390), 13 I. C. C., 684.

**Anderson, Clayton & Co. et al. v. Chicago, Rock Island & Pacific Ry. Co. et al.,** 18 I. C. C., 340.

**Anderson, Clayton & Co. v. St. Louis & San Francisco R. R. Co. et al.,** 17 I. C. C., 12.

*Quoted:* *Henderson & Barkdull v. St. L., I. M. & S. Ry. Co.,* 18 I. C. C., 516.

Transit privileges are allowed upon the theory that the inbound shipment may be stopped and the identical freight or its product, or its exact equivalent of the same commodity moving into the transit point under the same privilege, may be shipped to ultimate destination under the through rate from point of origin. If for any reason reshipment becomes impossible, the carrier is under no obligation to refund the charges collected for the movement to the transit point.

**Anderson-Tully Co. v. A. & V. Ry. Co.** (U. R. A.-643), 30 I. C. C., 729.

**Anderson-Tully Co. v. Chicago, Rock Island & Pacific Ry. Co. et al.,** 18 I. C. C., 48.

**Anderson-Tully Co. v. M. L. & T. R. R. & S. S. Co.** (5191), 28 I. C. C., 713.

**Anderson-Tully Co. v. M. L. & T. R. R. & S. S. Co.**, 30 I. C. C., 140.

**Anderson-Tully Co. v. St. L. & S. F. R. R. Co.** (6169), 29 I. C. C., 713.

**Anderson-Tully Co. v. St. L., I. M. & S. R. Co.**, 24 I. C. C., 713.

**Anderson-Tully Co. v. Y. & M. V. R. R. Co.** (6355), 29 I. C. C., 714.

**Anderson Vehicle Co. v. Lake Shore & Michigan Southern Ry. Co. et al.**,  
17 I. C. C., 619.

**Andrews, James R., v. C. & N. W. R. Co.**, 25 I. C. C., 708.

**Andrews Soap Co. v. Pitts., Cinn. & St. Louis Ry. Co.**, 4 I. C. C., 41.

*Distinguished*: **Beaver Co. v. Pitts., Cinn. & St. L. Ry. Co. et al.**, 4  
I. C. C., 742.

"Grand Pa's Wonder Soap" should not be in same classification with  
"American Castile Soap" which is offered exclusively as a toilet soap.

*Cited and quoted*: **Ford Co. v. M. C. R. R. Co.**, 19 I. C. C., 510.

A manufacturer's description of an article to induce its purchase by  
the public also describes it for transportation, and carriers may accept  
his description for purposes of classification and rates. Carriers are  
not required to analyze freight to ascertain whether it is in fact inferior  
to the description or public representations under which it is sold, in  
order to give it a lower rate corresponding to its actual value.

**Andy's Ridge Coal Co. et al. v. Southern Ry. Co. et al.**, 18 I. C. C., 405.

*Cited*: **Victor Mfg. Co. v. S. Ry. Co.**, 21 I. C. C., 224.

*Cited*: **Victor Mfg. Co. v. S. Ry. Co.**, 27 I. C. C., 662.

Rates on coal from Coal Creek fields to Georgia and Florida terri-  
tories held unduly discriminatory against complainants in favor of the  
Virginia & Southwestern mines, and a 35-cent differential over Coal  
Creek ordered.

*Cited*: **Alabama Coal Operators' Asso. v. S. Ry. Co.**, 21 I. C. C., 235.

Virginia mines compete strongly in South Carolina and Georgia and  
have virtually taken the former market away from the Tennessee mines,  
while to Alabama and other Georgia points they ship two tons of coal  
to every ton shipped by Tennessee, although to Atlanta the differential  
against them is 35 cents as compared with Coal Creek and 50 cents as  
compared with Birmingham.

*Cited*: **R. R. Com. of La. v. St. L. S. W. Ry. Co.**, 23 I. C. C., 50.

When a state rate is so low as to make a discrimination against a  
reasonable interstate rate the defendant carrier should be required to  
remove the discrimination.

*Cited:* Com. Club of Superior, Wis., v. G. N. Ry. Co., 24 I. C. C., 102.  
In making rates the interests of the consumer and of producer must not be lost sight of.

*Cited:* Stone & Son v. S. Ry. Co., 29 I. C. C., 700.

The relationship of coal rates from the Coal Creek group, on the one hand, and the southwestern Virginia mines on the other, to Carolina territory considered.

**Angelina & Neches Riv. R. R. Co. v. Mayor and City Council of Wichita, Kansas, 9 I. C. C., 569.**

**Anguish, B. D., v. C., I. & L. R. Co., 23 I. C. C., 716.**

**Anguish, B. D., v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 624.**

**Anheuser-Busch Brewing Asso. v. D. & R. G. R. Co., 22 I. C. C., 667.**

**Anheuser-Busch Brewing Asso. v. E. P. & S. W. Co., 22 I. C. C., 673.**

**Anheuser-Busch Brewing Asso. v. M. P. R. Co., 22 I. C. C., 667.**

**Anheuser-Busch Brewing Asso. v. W. R. Co., 22 I. C. C., 667.**

**Ann Arbor R. R. Co., Beach v., 26 I. C. C., 410.**

**Ann Arbor R. R. Co., Campbell's Creek Coal Co. v., 29 I. C. C., 682.**

**Ann Arbor R. R. Co., Dickinson v., 29 I. C. C., 682.**

**Ann Arbor R. R. Co., Escanaba Business Men's Asso. v., 24 I. C. C., 11.**

**Ann Arbor R. R. Co., Forest City Freight Bureau v., 13 I. C. C., 109.**

**Ann Arbor R. R. Co., Forest City Freight Bureau v., 13 I. C. C., 118.**

**Ann Arbor R. R. Co., Forest City Freight Bureau v. (1376), 14 I. C. C., 636.**

**Ann Arbor R. R. Co. et al., Forest City Freight Bureau v., 18 I. C. C., 205.**

**Ann Arbor R. R. Co. et al., Forest City Freight Bureau v., 18 I. C. C., 610.**

See Forest City Freight Bureau v. A. A. R. R. Co.

**Ann Arbor R. R. Co. et al., Isbell, S. M. & Co. v., 17 I. C. C., 614.**

**Ann Arbor R. R. Co., Memphis Grain & Hay Asso. v. (U. R. A-408), 29 I. C. C., 718.**

**Ann Arbor R. R. Co. et al., Metropolitan Paving Brick Co. et al. v., 17 I. C. C., 197.**

See Metropolitan Paving Brick Co. v. A. A. R. R. Co.

**Ann Arbor R. R. Co., National Asso. of Automobile Mfra. v.**, 26 I. C. C., 707.

**Ann Arbor R. R. Co., National Hay Asso. v.**, 9 I. C. C., 264.

**Ann Arbor R. R. Co., National Petroleum Asso. v.**, 14 I. C. C., 272.

See National Petroleum Asso. v. A. A. R. R. Co.

**Ann Arbor R. R. Co., North Fork Cannel Coal Co. v.**, 25 I. C. C., 241.

See North Fork Cannel Co. v. A. A. R. R. Co.

**Ann Arbor R. R. Co. et al., Ohio Face Brick Manufacturers' Association v.**, 17 I. C. C., 197.

**Ann Arbor R. R. Co. et al., R. R. Commission of Tennessee v.**, 17 I. C. C., 418.

See R. R. Com. of Tenn. v. A. A. R. R. Co.

**Ann Arbor R. R. Co. et al., Stockbridge Elevator Co. v.**, 19 I. C. C., 610.

**Ann Arbor R. R. Co., Toledo Produce Exchange v.**, 27 I. C. C., 536.

See Toledo Produce Ex. v. A. A. R. R. Co.

**Ann Arbor R. R. Co., Toledo Produce Exchange v.**, 30 I. C. C., 498.

**Annual Report of Commission**, 1 I. C. C., 313.

*Cited:* N. W. Howell v. N. Y., L. E. & W. R. R. Co., 2 I. C. C., 286.

When a question of reasonable rates is presented the whole subject should be laid open with all the attending circumstances and relations, and to pass upon such a question the Commission must have full information upon the entire subject involved.

**Anthony v. Philadelphia & Reading Ry. Co.**, 14 I. C. C., 581.

**Anthony Salt Co. v. Missouri Pacific Ry. Co.**, 5 I. C. C., 299.

*Cited:* R. R. Com. of Kansas v. A., T. & S. F. Ry. Co., 22 I. C. C., 417.

The competitive situation existing between Kansas shippers and Michigan shippers considered.

**Anthony Salt Co. v. St. Louis & San Francisco Ry. Co.**, 5 I. C. C., 299.

See Anthony Salt Co. v. Mo. Pac. Ry. Co.

**Anthony Wholesale Grocery Co. v. Atchison, Topeka & Santa Fe Ry. Co.**, 13 I. C. C., 605.

**Appalachia Lumber Co. v. L. & N. R. R. Co.**, 25 I. C. C., 193.



*Cited:* Fourth Section Applications, 25 I. C. C., 407.

Rates attacked in cited case protected by 4th section application here denied.

*Cited and followed:* Janesville Clothing Co. v. C. & N. W. Ry. Co., 26 I. C. C., 630.

*Followed:* Chamber of Commerce, Wash., D. C., v. B. & O. R. R. Co., 30 I. C. C., 453.

No damages could be awarded up to the time when the Commission passes upon the fourth section applications unless a case is made out under the third section which might carry with it an award of damages, or unless under the first section the rate to the intermediate point has been found unreasonable.

*Cited:* Boston Chamber of Com. v. A., T. & S. F. Ry. Co., 28 I. C. C., 233.

A case of undue discrimination is not made out, but an unnatural and an unreasonable rate condition is shown which ought to be corrected.

**Applegate & Lewis Coal Co. v. Chicago, Rock Island & Pacific Ry. Co.** (1276), 14 I. C. C., 635.

**Applications for relief under the fourth section,** Nos. 205, 324, 343, 344, 349, 350, 352, 21 I. C. C., 400.

See also *City of Spokane v. N. P. Ry. Co.*

*Cited:* Grand Junct. Chamber of Com. v. D. & R. G. R. R. Co., 23 I. C. C., 116.

The orders already made in reference to transcontinental rates would affect some of the rates embraced in the Poteet application.

**Application of Certain R. R. Co.'s, In re,** 9 I. C. C., 522.

**Application of the Atchison, Topeka & Santa Fe Ry., Re,** 7 I. C. C., 593.

**Application of Ga. Southern & Fla. Ry. Co., etc.** 13 I. C. C., 134.

**Application of Southern Pacific Co. for Relief from Fourth Section, In re,** 22 I. C. C., 366.

See *In re Application of S. P. Co. for Relief from Fourth Section.*

**Arabol Manufacturing Co. v. South Brooklyn Ry. Co.,** 19 I. C. C., 607.

**Arabol Mfg. Co. v. S. B. R. Co.,** 25 I. C. C., 429.

**Aransas Pass Channel & Dock Co. v. G. H. & S. A. R. Co.,** 26 I. C. C., 403.

Commission ordered certain carriers to remove discrimination, which resulted from the application of proportional rates which are greater to Port Aransas than to Galveston on cotton shipped from points in Texas through these ports to foreign countries, and from the action of the carriers in issuing through bills of lading on shipments which pass through Galveston while refusing to issue similar bills of lading on shipments through Port Aransas.

Galveston, Harrisburg & San Antonio Ry. Co. v. United States.  
D. C., S. D., Tex. Pending.

**Arbuckle Brothers v. O. D. S. S. Co.** (U. R. A-550), 30 I. C. C., 717.

**Arcade Mfg. Co. v. P. C. C. & St. L. R. Co.**, 25 I. C. C., 708.

**Arcade, N. Y. Switching Charges**, 30 I. C. C., 501.

**Arcadia & Betsey River Ry. Co., Gamble-Robinson Commission Co. v.**  
(U. R. A-395), 28 I. C. C., 740.

**Architects & Engineers Supply Co. v. A., T. & S. F. R. Co.**, 25 I. C. C., 715.

**Arizona & New Mexico Ry. Co., Arizona Corporation Commission v.**, 29  
I. C. C., 424.

**Arizona Corporation Commission v. A. & N. M. Ry. Co.**, 29 I. C. C., 424.

**Arizona Corporation Commission v. A. E. R. R. Co.** (5320), 28 I. C. C., 714.

**Arizona Corporation Commission v. A., T. & S. F. Ry. Co.**, 28 I. C.  
C., 428.

*Cited:* Pacific Creamery Co. v. So. Pac. Co., 29 I. C. C., 408.

The rate on engine coal from Gallup to Phoenix was reduced to  
\$2.85 per ton in cited case.

**Arizona Corporation Commission v. A., T. & S. F. Ry. Co.**, 29 I. C. C., 405.

**Arizona Eastern R. R. Co., Arizona Corporation Commission v.** (5320), 28  
I. C. C., 714.

**Arizona Eastern R. R. Co., Iowa Board of R. R. Com'rs v.**, 28 I. C. C.,  
193, 563.

See Iowa Board of R. R. Com'rs v. Ariz. East. R. R. Co.

**Arizona Railway Commission v. Atchison, Topeka & Santa Fe Ry. Co. et al.**,  
20 I. C. C., 656.

**Arizona Railway Commission v. E. P. & S. W. Co.**, 22 I. C. C., 670.

**Arizona Railway Commission v. Wells, Fargo & Co.**, 20 I. C. C., 571.

**Arizona Railway Commission v. Wells, Fargo & Co.** (3667), 28 I. C. C., 711.

**Arizona Wheat Rates**, 29 I. C. C., 424.

**Arkansas & Choctaw Ry. Co., Mayor and City Council of Wichita, Kansas v.**, 9 I. C. C., 569.

**Arkansas Central R. R. Co., Ewing Coal Co. v.** (U. R. A-196), 27 I. C. C., 720.

**Arkansas Fertilizer Co. v. B. & O. R. Co.**, 22 I. C. C., 668.

**Arkansas Fertilizer Co. v. St. L. I. M. & S. R. Co.**, 25 I. C. C., 266, 645.

**Arkansas Fertilizer Co v. Kansas City Southern Ry. Co.**

Special Docket No. 12784. December 3, 1910.

Reparation denied complainant on the ground that the claim was barred by section 16 for the reason that more than two years had elapsed between the delivery of the goods to the consignee and the filing of the claim.

**Arkansas Fertilizer Co. v. United States.**

193 Fed. 667; 1 Com. Ct. 283. December 5, 1911.

Commerce Court No. 42. Knapp, J.

Commission's order held to be valid in all respects.

**Arkansas Fertilizer Co. v. St. Louis, Iron Mountain & Southern Ry. Co.**  
25 I. C. C., 266.

Former action affirmed and complaint dismissed.

**Arkansas Fruit Co. v. St. L. & S. F. R. R. Co.** (U. R. A-304), 28 I. C. C., 728.

**Arkansas Fuel Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 12 I. C. C., 492.

**Arkansas Fuel Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 16 I. C. C., 95.

*Followed:* **Kansas City Hay Co. v. C., M. & St. P. Ry. Co.**, 16 I. C. C., 100.

Power of Commission to grant reparation on past shipments.

**Arkansas Fuel Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 19 I. C. C., 613.

**Arkansas Midland R. R. Co., Mayor and City Council of Wichita, Kans. v.**  
9 I. C. C., 569.

**Arkansas, Oklahoma & Western R. R. Co., Corporation Com. of Oklahoma v.**, 27 I. C. C., 210.

See **Corporation Com. of Oklahoma v. A. O. & W. R. Co.**

Arkansas Railroad Commission v. Missouri & North Arkansas R. R. Co.,  
30 I. C. C., 488.

Arkansas R. R. Commission of v. St. L., I. M. & S. R. Co., 24 I. C. C., 292.

Arkansas Short Leaf Lumber Co. v. St. L., I. M. & S. Ry. Co. (U. R.  
A-435), 29 I. C. C., 721.

Arkansas Southern Manufacturers' Association, Countiss, R. H., Agent, v.  
Transcontinental Freight Bureau et al., 21 I. C. C., 397.

Arkansas Southern Ry. Co. et al., Tremont Lumber Co. v., 16 I. C. C., 335.

Arkansas Southern Railway Co. et al., Winn Parish Lumber Co. v., 16 I.  
C. C., 335.

Arkansas, State of, v. Pullman Co. et al., 20 I. C. C., 25.

Arlington Heights Fruit Exchange et al., v. Southern Pacific Co. et al., 19  
I. C. C. 148.

Arlington Heights Fruit Co. v. Southern Pacific Co.

175 Fed. 141. November 22, 1909.

C. C. S. D. Cal. Morrow, J.

Pending determination by the Commission of the reasonableness of such  
rate, defendant carriers were *enjoined* from putting into effect a proposed  
advanced rate on lemons from California to the East.

Southern Pacific Co. v. Arlington Heights Fruit Co.

191 Fed. 101. October 9, 1911.

C. C. A. 9th Cir. Wolverton, J.

Lower court *reversed* on the ground that the suit was not brought in  
the proper district.

Atchison, Topeka & Santa Fe Ry. Co. v. Interstate Commerce Com-  
mission.

182 Fed. 189. October 27, 1910.

C. C. D. Kans., 1st D. *Per curiam*.

Pending determination of case by Commerce Court, enforcement of  
Commission's order *enjoined*. Case transferred to Commerce Court.

Atchison, Topeka & Santa Fe Ry. Co. v. Interstate Commerce Com-  
mission.

190 Fed. 591; 1 Com. Ct. 83. October 5, 1911.

Commerce Court No. 7. Mack, J.

Commission's order held invalid on the ground that it was based pri-  
marily on the assumed authority to protect the lemon industry of this

country against foreign competition. The Commission, it was held, is vested with no such authority.

**Arlington Heights Fruit Exchange v. Southern Pacific Co.**

22 I. C. C. 149. December 11, 1911.

Docket No. 3000. Op. 1715. Prouty, Com'r.

Disclaiming any authority to attempt to exercise an authority to reduce rates to protect the domestic industry against foreign competition, the Commission again ordered the carriers to reduce the advanced rate to the basis of the former rate on the ground that the advanced rate is unreasonable.

**Atchison, Topeka & Santa Fe Ry. Co. v. United States.**

Commerce Court No. 61. Mack, J.

203 Fed. 56. February 26, 1913.

Commission's order held to be *valid*.

**Atchison, Topeka & Santa Fe Ry. Co. v. United States.**

231 U. S. 736. November 3, 1913. *Per curiam*.

Commission's order held to be *valid*.

*Cited*: Arlington Heights Fruit Ex. v. So. Pac. Co., 20 I. C. C., 107.  
The transportation matters were disposed of in cited case.

*Cited*: Commercial Club of Omaha v. So. Pac. Co., 20 I. C. C., 637.  
The question of the power of Commission to deal with rates applicable to so extensive a blanket territory pending in the courts.  
Lawrence-Wardenburg Co. v. So. Pac. Co., 20 I. C. C., 639.

*Cited*: Arlington Heights Fruit Ex. v. So. Pac. Co., 22 I. C. C. 150. Rate

*Cited*: I. & S. Docket No. 69-69C, 23 I. C. C., 28.

*Cited*: Arlington Heights Fruit Ex. Co. v. So. Pac. Co., 24 I. C. C., 671.

Rate on lemons ought not exceed \$1.00; the minimum weight increased.

**Arlington Heights Fruit Ex. v. Southern Pacific Co., 20 I. C. C., 106.**

Carriers ordered to reduce from \$30 to \$7.50 per car the charge for precooling and preicing fruit transported from southern California to the east, on the ground that the existing charge is unreasonable.

**Atchison, Topeka & Santa Fe Ry. Co. v. United States.**

204 Fed., 647. March 31, 1913.

Commerce Court No. 41. Carland, J.

Commission's order held to be *valid* in all respects.

Atchison, Topeka & Santa Fe Ry. Co. v. United States.

232 U. S. 199. January 26, 1914. Lamar, J.

Commission's order held to be valid in all respects.

*Cited:* Arlington Heights Fruit Ex. v. So. Pac. Co., 22 I. C. C., 153.

The shipper who ships under ventilation can not be required to help pay the transportation charge of the shipper who requires refrigeration.

*Cited:* I. & S. Docket No. 50-50 F., 23 I. C. C., 267.

After reducing the charge in accordance with the Commission's order, the carriers filed tariffs by which the privilege of precooling and preicing was abolished altogether. The Commission thereupon ordered the carriers to restore the precooling and preicing privilege at the charge of \$7.50 per car.

*Cited:* Jackson & Perkins Co. v. Sou. Pac. Co., 24 I. C. C., 326.

*Cited:* Refrigeration Charges on Fruits and Vegetables, 29 I. C. C., 657.

A fair average cost for hauling ice in refrigerator cars loaded with oranges or lemons from the Pacific coast to Chicago is about \$20.00 per car. Five dollars per trip is a reasonable estimate for the cost of repairs to bunkers on shipments not reiced in transit..

*Cited:* Crutchfield & Woolfolk v. Sou. Pac. Co., 24 I. C. C., 654.

A refrigeration charge of \$62.50 per car upon citrus fruit from southern California to Chicago approved.

*Cited:* Refrigeration of Fruit and Vegetables, 28 I. C. C., 327.

Elements of the cost of refrigeration.

**Arlington Heights Fruit Ex. v. Sou. Pac. Co., 22 I. C. C., 149.**

*Cited:* I. & S. Docket No. 69 to 69-C., 23 I. C. C., 28.

Rates on lemons fixed at \$1.00 per 100 pounds, but minimum rate increased.

*Cited:* Arlington Heights Fruit Ex. v. S. P. Co., 24 I. C. C., 671.

Reparation granted on basis of finding in cited case.

**Arlington Heights Fruit Ex. v. S. P. Co., 24 I. C. C., 671.**

*Cited:* Shinn & Co. v. No. Pac. Ry. Co., Unreported Opinion, A-107.

*Cited:* Collins & Co. v. No. Pac. Ry. Co., Unreported Opinion, A-504.

Reparation claim on basis of \$1.00 per 100-pound rate prescribed in cited case.

**Armour & Co. v. Chicago, Milwaukee & St. Paul R. R. Co. et al., 17 I. C. C., 619.**

**Armour & Co., Interveners in Consolidated Forwarding Co., v. Southern Pacific Co.,** 9 I. C. C., 182.

See Consolidated Forwarding Co. v. Southern Pacific Co.

**Armour & Co., Interveners in Consolidated Forwarding Co., v. Southern Pacific Co.,** 10 I. C. C., 590.

**Armour & Co., Interveners in Southern California Fruit Ex., v. Southern Pacific Co.,** 10 I. C. C., 590.

**Armour Car Lines v. St. Louis & San Francisco R. R. Co. et al.,** 17 I. C. C., 620.

**Armour Car Lines v. Southern Pacific Co.,** 17 I. C. C., 461.

*Quoted:* Fullerton-Moses Co. v. Mo. Pac. Ry. Co., Unreported Opinion A.-661.

Sanctioning private understandings prior to shipments would establish precedent for grossest discrimination and favoritism.

**Arnett Telephone Co. v. American Telephone & Telegraph Co. (5953),** 28 I. C. C., 720.

**Arnold, Henry J., v. Missouri Pacific Ry. Co.,** 20 I. C. C., 663.

**Arrow Lumber & Shingle Co. v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al.,** 18 I. C. C., 621.

**Artz, A. L., v. Seaboard Air Line Ry.,** 11 I. C. C., 458.

*Followed:* Brabham v. Atlantic C. L. R. Co., 11 I. C. C., 474.

*Cited:* Coffeyville Brick & T. Co. v. St. L. & S. F. R. Co., 12 I. C. C., 499.

*Cited:* Montgomery Frt. Bu. v. W. Ry. of Ala., 14 I. C. C., 151.

*Cited:* Corn Belt Meat Producers' Asso. v. C. B. & I. Ry. Co., 14 I. C. C., 385.

*Cited:* Kurtz v. P. R. R. Co., 16 I. C. C., 412.

The through passenger fare was greater than the combination of state locals, but this would not be violative of the statute when it is made to appear that the through fare was reasonable as such.

**Ashburn Chamber of Commerce v. G. S. & F. R. Co.,** 23 I. C. C., 140.

See Chamber of Commerce of Ashburn v. G. S. & F. Ry. Co.

**Asbury Smith Logsdon v. I. C. R. Co.,** 24 I. C. C., 624.

**Ashgrove Lime & Portland Cement Co. v. Atchison, Topeka & Santa Fe Ry. Co.,** 23 I. C. C., 519.

*Cited:* Standard Vit. Brick Co. v. C., B. & C. R. R. Co., 25 I. C. C., 671.

Rate yielding 6.2 mills for an average distance of 400 miles is not out of line with rate fixed in cited case.

*Cited:* Little Rock Chamber of Com. v. St. L., I. M. & S. Ry. Co., 26 I. C. C., 343.

Cement is a low-grade commodity and is entitled to comparatively low rates.

*Cited:* B'd of Imp., Waterworks Dist., v. A., T. & S. F. Ry. Co., 26 I. C. C., 540.

In cited case the rate on cement to Sallisaw, Okla., intermediate to Fort Smith, was reduced from 15 to 12 cents from Iola, Kans., the distance being 200 miles, yielding 12 mills per ton per mile.

**Ashland & Western Ry. Co., Palmer & Donleey v.,** 24 I. C. C., 704.

**Ashland, City of, v. New York Central & Hudson River R. R. et al,** 3 I. C. C., 20.

See City of Ashland v. N. Y. C. & H. R. R. R. Co.

**Ashland Fire Brick Co. v. S. R. Co.,** 22 I. C. C., 115.

*Cited:* Evens & Howard Fire Brick Co. v. St. L., I. M. & S. Ry. Co., 25 I. C. C., 148.

A rate of 14½ cents for a distance of 475 miles found reasonable in cited case.

*Cited:* Standard Vit. Brick Co. v. C., B. & I. R. R. Co., 25 I. C. C., 671.

Certain rates on brick for certain distances prescribed.

*Modified:* Ashland Fire Brick Co. v. S. R. Co., 26 I. C. C., 195.

Report on rehearing in which previous order set aside and reduction of 1 cent ordered in brick rates from points in Ashland-Olive Hill district to Birmingham, Ala.

*Quoted:* Scott Paper Co. v. P. R. R. Co., 26 I. C. C., 603.

*Quoted:* Coke Producers' Asso. of Connellsville v. B. & O. R. R. Co., 27 I. C. C., 144.

*Cited:* Memphis Frt. Bu. v. B. & O. R. R. Co., 28 I. C. C., 547.

*Cited:* Elevation Allowances at St. Louis and East St. Louis, 30 I. C. C., 699.

"Where joint or proportional rates were made by all of the carriers leading to certain points of destination that it was within our power to end a discrimination as between points of origin by a re-



duction in the rate from a certain point that was discriminated against. This principle, however, only has application where the traffic from both groups of origin is *necessarily* transported to destination by the same connecting carrier or carriers and where it is possible for the delivering carriers to put an end to the discrimination by the exercise of their power to refuse to enter into preferential joint or proportional rates."

**Ashland Fire Brick Co. v. S. R. Co.**, 26 I. C. C., 195.

**Ashley River R. R. Co., Savannah Bu. of Freight & Trans. v.**, 7 I. C. C., 601.

See Savannah Bureau of Freight & Trans. v. Charleston & Savannah Ry. Co.

**Asparagus Growers' Association of Charleston County, S. C., v. Atlantic Coast Line R. R. Co. et al.**, 17 I. C. C., 423.

*Quoted:* League of Commission Merchants v. A. C. L. R. R. Co., 20 I. C. C., 133.

It should be noted, however, that the Jacksonville rate is from base points, and that it is therefore simply a haulage charge, the gathering charge being included in the rates up to the base point.

*Cited:* Bahrenburg Bro. & Co. v. A. C. L. R. R. Co., 24 I. C. C., 564.

Rates upon asparagus from Charleston to New York were established in cited case.

**Associated Jobbers of Los Angeles v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 18 I. C. C., 310.

Carriers ordered to discontinue their present charge of \$2.50 per car and in the future refrain from imposing any charge for delivering and receiving carload freight to and from industries located upon spurs and sidetracks within their respective switching limits at Los Angeles, Cal., when such carload freight is moving in interstate commerce incidentally to a system-line haul.

**Atchison, Topeka & Santa Fe Ry. Co. v. Interstate Commerce Commission.**

C. C. D. Kans., 1st D.

Bill by carriers to annul Commission's order transferred to Commerce Court.

**Atchison, Topeka & Santa Fe Ry. Co. v. Interstate Commerce Commission.**

188 Fed. 229. July 20, 1911.

Commerce Court No. 2.\* Carland, J.

\*Record transferred to District Court for the Northern District of California upon dissolution of Commerce Court.

Enforcement of Commission's order temporarily enjoined on the ground that the carriers have a right to impose a charge for this special service.

Interstate Commerce Commission v. Atchison, Topeka & Santa Fe Ry. Co.

234 U. S. 294. June 8, 1914. Hughes, J.

Decree of Commerce Court reversed and cause remanded to district court with instructions to dismiss the bill.

*Followed:* Pacific Coast J. & M. Asso. v. Sou. Pa. Co., 18 I. C. C., 333.

*Distinguished on facts:* Curtis Bros. & Co. v. Sou. Pa. Co., 23 I. C. C., 372.

Charge exacted for delivering or receiving carload freight to and from industries located upon spurs and side tracks within carrier's switching limits found unlawful when such movement is incident to a system line haul.

*Cited:* Seattle Chamber of Com. v. G. N. Ry. Co., 30 I. C. C., 693.

In case of competitive traffic the charge to the shipper for the service on the terminal when the line haul was given to a foreign road was only \$2.50 per car, but it was agreed between the roads participating that the line haul road should pay to the terminal road an additional \$7.50 per car, making a total of \$10.00 per car to the terminal road.

**Associated Oil Co. v. S. P. Co., 24 I. C. C., 713.**

**Associated Wholesale Grocers of St. Louis v. Missouri Pacific Ry Co., 1 I. C. C., 156.**

*Cited:* Commutation Rate Case, 21 I. C. C., 433.

The question of mileage fares was considered and there was language there used indicating that the question of the reasonableness of the \$25 rate had some consideration.

**Association, National, of Letter Carriers v. Atchison, Topeka & Santa Fe Ry. Co. et al., 6 I. C. C., 20.**

**Association of American Bankers v. American Express Co. et al., 18 I. C. C., 607.**

**Association of Bituminous Coal Operators of Central Pennsylvania v. P. R. Co., 23 I. C. C., 385.**

*Cited and quoted:* Boileau v. P. & L. E. R. R. Co., 24 I. C. C., 133.

It is not the function of the Commission nor of the carriers to equalize economic conditions.

**Association of Commerce of Chicago v. Pennsylvania Co. et al.**, 18 I. C. C., 440.

**Association of Millers of Wisconsin v. C. M. & St. P. R. Co.**, 23 I. C. C., 494.

**Association of North Carolina Case Workers v. Southern Ry. Co. et al.**, 18 I. C. C., 607.

**Association of Pacific Coast Jobbers & Manufacturers v. Southern Pacific Co. et al.**, 18 I. C. C., 333.

**Association of Receivers & Shippers of Cincinnati v. Cincinnati, New Orleans & Texas Pacific Ry. Co. et al.**, 18 I. C. C., 440.

See Receivers & Shippers Asso. of Cincinnati v. C., N. O. & T. P. Ry. Co.

**Association of Truck Growers of Charleston District, Charleston, S. C., v. Atlantic Coast Line Ry. Co. et al.**, 20 I. C. C., 190.

See 'Truck Growers' Asso. of Charleston v. A. C. L. R. R. Co.

**Association of Union Made Garment Manufacturers of America v. Chicago & Northwestern Ry. Co. et al.**, 16 I. C. C., 405.

See also Union Made Garment Mfrs. Asso. v. C. & N. W. Ry. Co.

*Followed*: Forest City Frt. Bu. v. Ann Arbor R. R. Co., 18 I. C. C., 205.

Commission refused to order reduction in classification rating on horse blankets.

**Astoria & Columbia River R. R. Co. et al., West Oregon Lumber Co. v.**, 20 I. C. C., 151.

**Astoria & Columbia River R. R. Co. et al., Wheeler Lumber, Bridge & Supply Co. v.**, 10 I. C. C., 20.

**Astoria Chamber of Commerce v. Great Northern Ry. Co. et al.**, 17 I. C. C., 406.

**Atchison, T. N., v. St. L., I. M. & S. R. Co.**, 22 I. C. C., 131.

*Cited*: Evans & Howard Fire Brick Co. v. St. L., I. M. & S. Ry. Co., 25 I. C. C., 146.

*Cited*: Rates on Common Brick to Canada, 26 I. C. C., 131.

Rates prescribed for fire brick which were somewhat higher than rates on common brick.

**Atchison, Topeka & Santa Fe Ry. Co. v. Alleged Unlawful Rates and Practices in the Trans. of Grain and Grain Products** by, 7 I. C. C., 33, 240.

See also *Alleged Unlawful Rates and Practices in the Transportation of Grain and Grain Products, Etc.*

*Cited:* *Re Rates and Practices of M. & O. R. Co.*, 9 I. C. C., 380.

The part of the rule which provides that grain may be shipped to East St. Louis on the local rate from the point of origin to that point and thence shipped out again on the 12-cent proportional rate to Vicksburg and other common points seems somewhat in conflict with the doctrine announced in this case. But no definite opinion expressed.

*Cited:* *Cannon Falls Farmers' Elev. Co. v. C. G. W. R. Co.*, 10 I. C. C., 660.

The competitive advantage of Cannon Falls was neutralized by the manipulation of billing at Minneapolis. The remedy for such injustice is to discontinue the objectionable practice and apply same fixed rate to all grain reconsigned to Duluth without distinction between points of origin.

**Atchison, Topeka & Santa Fe Ry. Co., Alleged Violations of the 4th Sec. of the Act to Regulate Commerce** by, 7 I. C. C., 61.

**Atchison, Topeka & Santa Fe Ry. Co. Re.**, 10 I. C. C., 473.

**Atchison, Topeka & Santa Fe Ry. Co., Abernathy Furniture Co. v.**, 24 I. C. C., 704.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Alexander, R. L. & Co. v.**, 18 I. C. C. 626.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Allen & Higgins Lumber Co. v.**, 16 I. C. C., 609.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Allen & Higgins Lumber Co. v.**, 16 I. C. C., 610.

**Atchison, Topeka & Santa Fe Ry. Co., et al., Allen & Higgins Lumber Co. v.**, 17 I. C. C., 251.

See *Kindelon v. S. P. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Allen & Higgins Lumber Co. v.**, 24 I. C. C., 719.

**Atchison, Topeka & Santa Fe Ry. Co., Amarillo Gas Co. v.**, 12 I. C. C., 209.

**Atchison, Topeka & Santa Fe Ry. Co., Amarillo Gas Co. v.**, 13 I. C. C., 240.

See *Amarillo Gas Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Anthony Wholesale Grocery Co. v.,**  
13 I. C. C., 605.

**Atchison, Topeka & Santa Fe Ry. Co., et al., Anadarko Cotton Oil Co., et**  
**al., v.,** 20 I. C. C., 43.

See *Anadarko Cotton Oil Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Anadarko Cotton Oil Co. v.,** 24 I.  
C. C., 327.

**Atchison, Topeka & Santa Fe Ry. Co., Architects' & Engineers' Supply Co.**  
**v.,** 25 I. C. C., 715.

**Atchison, Topeka & Santa Fe Ry. Co., Arizona Corporation Commission v.,**  
28 I. C. C., 428.

See *Arizona Corporation Com. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Arizona Corporation Commission v.,**  
29 I. C. C., 405.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Arizona Ry. Commission v.,**  
20 I. C. C., 656.

**Atchison, Topeka & Santa Fe Ry. Co., Ashgrove Lime & Portland Cement**  
**Co. v.,** 23 I. C. C., 519.

See *Ashgrove Lime & Portland Cement Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Associated Jobbers of Los**  
**Angeles v.,** 18 I. C. C., 310.

See *Associated Jobbers of Los Angeles v. A., T. & S. F. Ry. Co.*

**Atchison, T. & S. F. Ry. Co., Atkinson-Williams Hardware Co. v. (U. R. A.-**  
**652),** 30 I. C. C., 730.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Avery Mfg. Co. et al. v.,** 20 I.  
C. C., 16.

**Atchison, T. & S. F. Ry. Co., Bartlesville Supply Co. v. (U. R. A.-471),** 29  
I. C. C., 726.

**Atchison, Topeka & Santa Fe Ry. Co., Bascom, F. H. Co. v.,** 17 I. C. C., 354.

See *Bascom Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Bascom-Porter Co. v.,** 24 I. C. C., 297.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Bearman Fruit Co. v.,** 21 I. C.  
C., 674.

**Atchison, Topeka & Santa Fe Ry. Co., Beaumont & Great Northern R. v.,**  
24 I. C. C., 161.

See *Beaumont & Great Northern R. R. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe R. R. Co., Beaver & Co. v.,** 4 I. C. C., 733.

See *Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Big Four Coal Coke Co. v.,** 24 I. C. C., 716.

**Atchison, Topeka & Santa Fe Ry. Co., Blackwell Milling & Elevator Co. v.,**  
22 I. C. C., 665.

**Atchison, Topeka & Santa Fe Ry. Co., Board of Improvement Waterworks  
District No. 1, Fort Smith, Ark. v.,** 26 I. C. C., 539.

See *Board of Improvement Waterworks District No. 1, Fort Smith,  
Ark. v. A., T. & S. F. Ry. Co.*

**Atchison, T. & S. F. Ry. Co., Board of R. R. Com'rs of Iowa v. (U. R. A.-  
222),** 27 I. C. C., 724.

**Atchison, Topeka & Santa Fe Ry. Co., Board of R. R. Com'rs of the State of  
Kansas v.,** 8 I. C. C., 304.

See *Board of R. R. Com'rs of the State of Kansas v. Atchison, To-  
peka & Santa Fe Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Board of Trade of Chicago v.,**  
19 I. C. C., 608.

**Atchison, Topeka & Santa Fe Ry. Co., Board of Trade of Chicago v.,** 29 I. C. C., 438.

**Atchison, Topeka & Santa Fe Ry. Co., Boston Chamber of Commerce v.,**  
28 I. C. C., 230.

**Atchison, Topeka & Santa Fe Ry. Co., Bovaird Supply Co. v.,** 13 I. C. C., 56.

See *Bovaird Supply Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Browne Grain Co. v. (1571),** 14 I. C. C., 639.

**Atchison, Topeka & Santa Fe Ry. Co., Brunswick-Balke-Collender Co. v.,**  
23 I. C. C., 395.

See *Brunswick-Balke-Collender Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Business Men's League of St. Louis v.,** 9 I. C. C., 318.

See *Business Men's League of St. Louis v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Byrnes v.,** 22 I. C. C., 585.

**Atchison, Topeka & Santa Fe Ry. Co., Cady Lumber Co. v. (U. R. A.-590),** 30 I. C. C., 722.

**Atchison, Topeka & Santa Fe Ry. Co., Canton Bridge Co. v. (U. R. A.-115),** 27 I. C. C., 709.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Carlisle Commission Co. et al. v.,** 19 I. C. C., 609.

**Atchison, Topeka & Santa Fe Ry. Co., J. W. Cary v.,** 7 I. C. C., 286.

See *Cary v. Eureka Springs Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Cattle Raisers' Asso. of Texas v.,** 10 I. C. C., 83.

See *Cattle Raisers' Asso. of Tex. v. Chicago, Burlington & Quincy R. R. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Cattle Raisers' Asso. v.,** 11 I. C. C., 277-296.

See *Cattle Raisers' Asso. v. C., B. & Q. R. R. Co. and Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Cedar Hill Coal & Coke Co. v.,** 15 I. C. C., 73.

See *Cedar Hill Coal & Coke Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Cedar Hill Coal & Coke Co. et al. v.,** 16 I. C. C., 402.

**Atchison, Topeka & Santa Fe Ry. Co., Centennial School Supply Co. v. (U. R. A.-752),** 27 I. C. C., 707.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Central Commercial Co. v.,** 17 I. C. C., 166.

**Atchison, Topeka & Santa Fe Ry. Co., Central Commercial Co. v.,** 26 I. C. C., 373.

See *Central Commercial Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Central Grain Trade Asso. v. (775),**  
12 I. C. C., 581.

**Atchison, Topeka & Santa Fe Ry. Co., Chalmers v.,** 26 I. C. C., 722.

**Atchison, Topeka & Santa Fe Ry. Co., Chamber of Commerce of El Paso,**  
**Tex., v.,** 12 I. C. C., 585.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Chanute Refining Co. et al. v.,**  
20 I. C. C., 670.

**Atchison, Topeka & Santa Fe Ry. Co., Chanute Refining Co. v.,** 22 I. C.  
C., 671.

**Atchison, Topeka & Santa Fe Ry. Co., Chanute Refining Co. v. (U. R. A.-**  
**180),** 27 I. C. C., 718.

**Atchison, Topeka & Santa Fe Ry. Co., Chicago Live Stock Ex. v.,** 10 I. C.  
C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Coast Carriage Co. v.,** 17 I. C.  
C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Clemons Produce Co. v.,** 26 I. C.  
C., 712.

**Atchison, Topeka & Santa Fe Ry. Co., Colorado Coal Traffic Asso. v.,** 22 I.  
C. C., 264.

See *Colorado Coal Traffic Asso. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Colorado Coffee Roasting Co. v.**  
**(U. R. A.-500),** 29 I. C. C., 730.

**Atchison, Topeka & Santa Fe Ry. Co., Colorado Iron & Fuel Co. v.,** 6 I. C.  
C., 488.

See *Colorado Fuel & Iron Co. v. Southern Pacific Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Colorado Mnfrs.' Asso. v.,** 28 I. C.  
C., 82.

See *Colorado Mnfrs.' Asso. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Colorado Mnfrs.' Asso. v.,** 29 I. C.  
C., 544.

**Atchison, Topeka & Santa Fe Ry. Co., Colorado Portland Cement Co. v.,**  
24 I. C. C., 705.



**Atchison, Topeka & Santa Fe Ry. Co., Colorado Portland Cement Co. v.,** 25 I. C. C., 710.

**Atchison, Topeka & Santa Fe Ry. Co., Commercial Club of Omaha v.,** 6 I. C. C., 647.

See *Commercial Club of Omaha v. Chicago, Rock Island & Pacific Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Commercial Club, Traffic Bureau, of Salt Lake City, Utah v.,** 19 I. C. C., 218.

See *Commercial Club, Traffic Bureau, of Salt Lake City v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Commercial Club, Traffic Bureau, of Salt Lake City, Utah v.,** 21 I. C. C., 400.

See *Commercial Club, Traffic Bureau, Salt Lake City, v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Consolidated Forwarding Co. v.,** 9 I. C. C., 182.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Consolidated Forwarding Co. v.,** 10 I. C. C., 590.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Consolidated Fuel Co. v.,** 24 I. C. C., 213.

See *Consolidated Fuel Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Consolidated Fuel Co. v.,** 27 I. C. C., 554.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Consumers' Ice Co. et al. v.,** 18 I. C. C., 277.

**Atchison, Topeka & Santa Fe Ry. Co., Corporation Commission of Oklahoma v.,** 22 I. C. C., 160.

**Atchison, Topeka & Santa Fe Ry. Co., Corporation Commission of Oklahoma v.,** 23 I. C. C., 656.

**Atchison, Topeka & Santa Fe Ry. Co., Corporation Commission of Oklahoma v.,** 24 I. C. C., 727.

- Atchison, Topeka & Santa Fe Ry. Co., Corporation Commission of Oklahoma v.**, 25 I. C. C., 120.
- Atchison, Topeka & Santa Fe Ry. Co., Corporation Commission of Oklahoma v.**, 28 I. C. C., 332.
- Atchison, Topeka & Santa Fe Ry. Co., Cowen-Heineberg Co. v.** (U. R. A.-458), 29 I. C. C., 725.
- Atchison, Topeka & Santa Fe Ry. Co., Cox v.** (U. R. A-427), 29 I. C. C., 720.
- Atchison, Topeka & Santa Fe Ry. Co., Crocker Co. v.**, 14 I. C. C., 588.
- Atchison, Topeka & Santa Fe Ry. Co. et al, Crombie & Co. et al. v.**, 18 I. C. C., 57.
- Atchison, Topeka & Santa Fe Ry. Co., Crowdus Bros. v.**, 29 I. C. C., 449.
- Atchison, Topeka & Santa Fe Ry. Co., C. R. Cutter v.**, 11 I. C. C., 689.
- Atchison, Topeka & Santa Fe Ry. Co. et al, Danciger, Dan, v.**, 16 I. C. C., 604.
- Atchison, Topeka & Santa Fe Ry. Co., Davis Milling Co. v.** (U. R. A.-398), 28 I. C. C., 740.
- Atchison, Topeka & Santa Fe Ry. Co., Dawson Bros. v.**, 22 I. C. C., 665.
- Atchison, Topeka & Santa Fe Ry. Co., Daze v.** (U. R. A.-113), 27 I. C. C., 708.
- Atchison, Topeka & Santa Fe Ry. Co., Dewey Portland Cement Co. v.** (4949), 28 I. C. C., 712.
- Atchison, Topeka & Santa Fe Ry. Co., Dietz Lumber Co. v.**, 22 I. C. C., 75.  
See Dietz Lumber Co. v. A., T. & Santa F. Ry. Co.
- Atchison, Topeka & Santa Fe Ry. Co., Duncan, Blanton, v.**, 6 I. C. C., 85.
- Atchison, Topeka & Santa Fe Ry. Co. et al, East El Paso Fuel Co. v.**, 21 I. C. C., 665.
- Atchison, Topeka & Santa Fe Ry. Co. et al, Eastern Outfitting Co. v.**, 17 I. C. C., 72.  
See Montague v. A., T. & S. F. Ry. Co.
- Atchison, Topeka & Santa Fe Ry. Co., Eau Claire Board of Trade v.**, 5 I. C. C., 264.  
See Eau Claire B'd of T'rd v. C., M. & St. P. Ry. Co.
- Atchison, Topeka & Santa Fe Ry. Co., Echols & Co. v.**, 26 I. C. C., 110.
- Atchison, Topeka & Santa Fe Ry. Co. et al, Eddy, A. W., v.**, 21 I. C. C., 671.

**Atchison, Topeka & Santa Fe Ry. Co., Electric Malting Co. v.,** 23 I. C. C., 378.

**Atchison, Topeka & Santa Fe Ry. Co., Evans & Co. v. (1427),** 13 I. C. C., 685.

**Atchison, Topeka & Santa Fe Ry. Co., Fairmont Creamery Co. v.,** 28 I. C. C., 661.

**Atchison, Topeka & Santa Fe Ry. Co., Farmers', Merchants' & Shippers' Club of Kansas v.,** 12 I. C. C., 351.

See *Farmers', Merchants' & Shippers' Club of Kansas v. A., T. & S. F. Ry. Co., and Farmers', Merchants' & Shippers' Club of Kansas v. C., R. I. & P. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Forest City Freight Bu. v.,** 13 I. C. C., 295.

See *Forest City Freight Bureau v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Foster Lumber Co. v.,** 15 I. C. C., 56.

See *Foster Lumber Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Foster Lumber Co. v.,** 17 I. C. C., 292.

**Atchison, Topeka & Santa Fe Ry. Co., Fredonia Linseed Oil Works v. (998),** 13 I. C. C., 681.

**Atchison, Topeka & Santa Fe R. R. Co., Charles G. Freeman v.,** 7 I. C. C., 202.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Friedman & Company v.,** 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Frick-Reid Supply Co. v. (1928),** 15 I. C. C., 639.

**Atchison, Topeka & Santa Fe Ry. Co., Galveston Commercial Asso. v.,** 25 I. C. C., 216.

See *Galveston Commercial Asso. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Gamble-Robinson Commission Co. v.,** 26 I. C. C., 711.

**Atchison, Topeka & Santa Fe Ry. Co., Garden City Grain & Produce Co. v.,** 21 I. C. C., 673.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Gauger, Jno. A. & Co. v.,** 21 I. C. C., 665.

**Atchison, Topeka & Santa Fe Ry. Co., Gentry v.,** 13 I. C. C., 171.

See *Gentry v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., German Kali Works, Inc., v.,** 28 I. C. C., 223.

**Atchison, Topeka & Santa Fe Ry. Co., Goldfield Consolidated Milling & Trans. Co. v.,** 26 I. C. C., 567.

**Atchison, T. & S. F. Ry. Co., Goldfield Consolidated Milling & Transp. Co. v. (U. R. A-555, 644),** 30 I. C. C., 718, 729.

**Atchison, T. & S. F. Ry. Co., Goldfield Consolidated Mines Co. v. (4419),** 29 I. C. C., 710.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Great Western Oil Co. v.,** 16 I. C. C., 505.

**Atchison, Topeka & Santa Fe Ry. Co., et al., Great Western Portland Cement Co. v.,** 21 I. C. C., 682.

**Atchison, Topeka & Santa Fe R. R. Co., A. J. Gustin v.,** 8 I. C. C., 277.

See *Gustin v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Hall, Roy F., v.,** 20 I. C. C., 654.

**Atchison, Topeka & Santa Fe Ry. Co., et al., Hammond Packing Co. v.,** 18 I. C. C., 618.

**Atchison, Topeka & Santa Fe Ry. Co. et al. Harrah & Stewart Mfg. Co. v.,** 21 I. C. C., 484.

**Atchison, Topeka & Santa Fe Ry. Co., Harvest King Distilling Co. v. (1594),** 14 I. C. C., 639.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Harvest King Distilling Co. v.,** 16 I. C. C., 604.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Heyneman, Milton & Co. v.,** 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

**Atchison, T. & S. F. Ry. Co., Hobbs Hardware Co. v. (U. R. A-176),** 27 I. C. C., 717.

**Atchison, Topeka & Santa Fe Ry. Co., Hutchison Mill Co. v.,** 25 I. C. C., 180.

**Atchison, Topeka & Santa Fe Ry. Co. et al, Idaho Lime Co. v.,** 19 I. C. C., 139.

**Atchison, Topeka & Santa Fe Ry. Co., Idaho Lime Co. v.,** 23 I. C. C., 713.

**Atchison, Topeka & Santa Fe Ry. Co. et al, Iola Portland Cement Co. v.,** 17 I. C. C., 606.

**Atchison, T. & S. F. Ry. Co., Jenkins v. (U. R. A-195),** 27 I. C. C., 720.

**Atchison, Topeka & Santa Fe Ry. Co., Johnson v.,** 25 I. C. C., 207.

**Atchison, Topeka & Santa Fe Ry. Co., Johnson, S. F. & Co. et al, v.,** 21 I. C. C., 637.

See **Johnson & Co. v. A., T. & S. F. Ry. Co.**

**Atchison, Topeka & Santa Fe R. R. Co., Johnston-Larimer Dry Goods Co. v.,** 6 I. C. C., 568.

See **Johnston-Larimer Dry Goods Co. v. Atchison, Topeka & Santa Fe Ry. Co.**

**Atchison, Topeka & Santa Fe Ry. Co., Johnston-Larimer Dry Goods Co. v.,** 12 I. C. C., 47, 188.

See **Johnston-Larimer Dry Goods Co. v. A., T. & S. F. Ry. Co.**

**Atchison, Topeka & Santa Fe Ry. Co., Johnston & Larimer Dry Goods Co. v.,** 13 I. C. C., 388.

See **Johnston & Larimer Dry Goods Co. v. A., T. & S. F. Ry. Co.**

**Atchison, Topeka & Santa Fe Ry. Co., Kansas v.,** 27 I. C. C., 673.

See **State of Kansas v. A., T. & S. F. Ry. Co.**

**Atchison, Topeka & Santa Fe Ry. Co., Kansas Chemical Mfg. Co. v.,** 26 I. C. C., 719.

**Atchison, Topeka & Santa Fe Ry. Co., Kansas City Portland Cement Co. v. (1625),** 14 I. C. C., 640.

**Atchison, Topeka & Santa Fe Ry. Co., Kansas City Transportation Bureau of the Commercial Club v.,** 15 I. C. C., 491.

See **Kansas City Transportation Bureau of the Commercial Club v. A., T. & S. F. Ry. Co.**

**Atchison, Topeka & Santa Fe Ry. Co. et al, Kansas City Transportation Bureau of the Commercial Club v.,** 16 I. C. C., 195.

See **Kansas City Transportation Bureau of the Commercial Club v. A., T. & S. F. Ry. Co.**

**Atchison, Topeka & Santa Fe Ry. Co., Kansas City Transportation Bureau of the Commercial Club v.**, 23 I. C. C., 432.

**Atchison, Topeka & Santa Fe Ry. Co., Katzmaier v.**, 14 I. C. C., 528.

**Atchison, Topeka & Santa Fe R. R. Co., Kauffman Milling Co. v.**, 4 I. C. C., 417.

See **Kauffman Milling Co. v. Missouri Pac. Ry. Co.**

**Atchison, Topeka & Santa Fe Ry. Co., Kelley Milling Co. v.**, 25 I. C. C., 180.

**Atchison, Topeka & Santa Fe Ry. Co., George J. Kindel & Denver Chamber of Commerce v.**, 8 I. C. C., 608.

See **Kindel v. A., T. & S. F. Ry. Co.**

**Atchison, Topeka & Santa Fe Ry. Co., Geo. J. Kindel & Denver Chamber of Commerce v.**, 9 I. C. C., 606.

See **Kindel, Etc., v. Atchison, Topeka & Santa Fe Ry. Co.**

**Atchison, Topeka & Santa Fe Ry. Co., George J. Kindel v.**, 11 I. C. C., 495.

See **Kindel v. B. & O. R. R. Co.**

**Atchison, Topeka & Santa Fe Ry. Co. et al., Kindel, George J., v.**, 18 I. C. C., 612.

**Atchison, Topeka & Santa Fe Ry. Co., Klauer Mfg. Co. v.**, 28 I. C. C., 508.

**Atchison, Topeka & Santa Fe Ry. Co., Koch Butcher Supply Co. v.**, 23 I. C. C., 715.

**Atchison, Topeka & Santa Fe Ry. Co., Kuh Bros. v.**, 26 I. C. C., 720.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Lachman Bros. v.**, 17 I. C. C., 223.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Lachman Bros. v.**, 17 I. C. C., 609.

**Atchison, T. & S. F. Ry. Co., La Junta Milling & Elevator Co. v. (U. R. A-507),** 29 I. C. C., 731.

**Atchison, T. & S. F. Ry. Co., Lamar Mill & Elevator Co. v. (U. R. A-290),** 28 I. C. C., 726.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Landres, Frary & Clark v.**, 17 I. C. C., 511.

**Atchison, Topeka & Santa Fe Ry. Co., Laning-Harris Coal & Grain Co. v.**, 12 I. C. C., 479.

See **Laning-Harris Coal & Grain Co. v. A., T. & S. F. Ry. Co.**

**Atchison, Topeka & Santa Fe Ry. Co., Latham Bros. v.** (1661), 15 I. C. C., 638.

**Atchison, T. & S. F. Ry. Co., Lee v.** (5439), 27 I. C. C., 706.

**Atchison, T. & S. F. Ry. Co., Lee Broom & Duster Co. v.** (U. R. A-650), 30 I. C. C., 730.

**Atchison, Topeka & Santa Fe R. R. Co., Lehmann, Higginson & Co. v.,** 1 I. C. C., 4.

See **Lehmann, Higginson & Co. v. Southern Pac. Co.**

**Atchison, Topeka & Santa Fe Ry. Co., Lehman-Higginson Grocer Co. v.,** 10 I. C. C., 460.

**Atchison, Topeka & Santa Fe Ry. Co., Lesinsky Co. v.,** 24 I. C. C., 620.

**Atchison, Topeka & Santa Fe Ry. Co., Lewis Bros. & Johnson Mercantile Co. v.,** 24 I. C. C., 714.

**Atchison, Topeka & Santa Fe Ry. Co., Ludowici-Celadon Co. v.,** 21 I. C. C., 673.

**Atchison, Topeka & Santa Fe Ry. Co., Ludowici-Celadon Co. v.,** 21 I. C. C., 681.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Mackay, Walter S. & Co. v.,** 17 I. C. C., 72.

See **Montague v. A., T. & S. F. Ry. Co.**

**Atchison, Topeka & Santa Fe Ry. Co. et al., Magner Bros. v.,** 17 I. C. C., 630.

**Atchison, Topeka & Santa Fe R. R. Co., Samuel Matthews v.,** 5 I. C. C., 299.

See **Anthony Salt Co. v. Mo. Pac. Ry. Co.**

**Atchison, Topeka & Santa Fe Ry. Co., Mayor and City Council of Wichita**

**Atchison, Topeka & Santa Fe Ry. Co., Mayor and City Council of Wichita, Kansas, v.,** 9 I. C. C., 507.

**Atchison, Topeka & Santa Fe Ry. Co., Mayor and City Council of Wichita, Kansas, v.,** 9 I. C. C., 534.

See **Mayor and City Council of Wichita, Kansas, v. A., T. & S. F. Ry. Co.**

**Atchison, Topeka & Santa Fe Ry. Co., Mayor and City Council of Wichita, Kansas, v., 9 I. C. C., 558.**

See Mayor and City Council of Wichita, Kansas, v. A., T. & S. F. Ry. Co.

**Atchison, Topeka & Santa Fe Ry. Co., Mayor and City Council of Wichita, Kansas, v., 9 I. C. C., 569.**

**Atchison, Topeka & Santa Fe Ry. Co., McCann v., 12 I. C. C., 584.**

**Atchison, Topeka & Santa Fe Ry. Co., McCann Bros. v., 12 I. C. C., 157.**

**Atchison, T. & S. F. Ry. Co., McCarthy & Son v. (6197), 30 I. C. C., 713.**

**Atchison, Topeka & Santa Fe Ry. Co. et al., McCord Mercantile Co. v., 21 I. C. C., 675.**

**Atchison, Topeka & Santa Fe Ry. Co., Menasha Wooden Ware Co. v., 11 I. C. C., 666.**

**Atchison, Topeka & Santa Fe Ry. Co., Merchants' Freight Bu. of Little Rock, Ark., v., 26 I. C. C., 543.**

**Atchison, Topeka & Santa Fe Ry. Co., Merchants' Traffic Asso. v., 13 I. C. C., 283.**

See Merchants' Traffic Asso. v. A., T. & S. F. Ry. Co.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Merle, A. Co. v., 17 I. C. C., 471, 475.**

See Merle Co. v. A., T. & S. F. Ry. Co.

**Atchison, T. & S. F. Ry. Co., Mesilla Valley Produce Exchange, Inc., v. (U. R. A-229), 27 I. C. C., 725.**

**Atchison, Topeka & Santa Fe Ry. Co., et al. Michigan Furniture Co. v., 17 I. C. C., 72.**

See Montague v. A., T. & S. F. Ry. Co.

**Atchison, Topeka & Santa Fe Ry. Co., Miller Walnut Co. v., 13 I. C. C., 43.**

**Atchison, Topeka & Santa Fe Ry. Co., Minneapolis Brewing Co. v., 28 I. C. C., 688.**

**Atchison, Topeka & Santa Fe Ry. Co., Mo. & Kans. Shippers' Asso. v., 13 I. C. C., 411.**

See Mo. & Kans. Shippers' Asso. v. A., T. & S. F. Ry. Co.



**Atchison, T. & S. F. Ry. Co., Missouri Transit Committee v. (U. R. A-104),**  
27 I. C. C., 707.

**Atchison, Topeka & Santa Fe Ry. Co., Mitchell v.,** 12 I. C. C., 324.

See *Mitchell v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Monarch Mill Co. v.,** 25 I. C. C., 180.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Montague, W. W. & Co. v.,**  
17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Muskogee Traffic Bureau v.,**  
17 I. C. C., 169.

See *Muskogee Traffic Bureau v. A., T. & S. F. Ry. Co.*

**Atchison, T. & S. F. Ry. Co., Mutual Oil Co. v. (U. R. A-180),** 27 I. C.  
C., 718.

**Atchison, Topeka & Santa Fe Ry. Co. et al., National Association of Letter  
Carriers v.,** 20 I. C. C., 6.

**Atchison, Topeka & Santa Fe Ry. Co. et al., National Confectioners' Asso-  
ciation, et al., v.,** 17 I. C. C., 607.

**Atchison, Topeka & Santa Fe Ry. Co., National Mfg. Co. v.,** 23 I. C. C., 86.

See *National Mfg. Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., National Mohair Growers' Asso. v.,**  
23 I. C. C., 180.

See *National Mohair Growers' Asso. v. A., T. & S. F. Ry. Co.*

**Atchison, T. & S. F. Ry. Co., National Petroleum Asso. v. (U. R. A-405,  
410),** 29 I. C. C., 717, 718. :

**Atchison, Topeka & Santa Fe Ry. Co., National Mohair Growers' Asso. v.,**  
25 I. C. C., 679.

**Atchison, Topeka & Santa Fe Ry. Co. et al., National Refining Co. v.,** 18  
I. C. C., 389.

See *National Refining Co. v. A., T. & S. F. Ry. Co.*

**Atchison, T. & S. F. Ry. Co., National Refining Co. v. (U. R. A-420, 543),**  
29 I. C. C., 719, 736.

**Atchison, T. & S. F. Ry. Co., National Refining Co. v. (U. R. A-567),** 30 I.  
C. C., 719.

**Atchison, Topeka & Santa Fe Ry. Co., et al., National Wholesale Liquor Dealers' Association v.,** 19 I. C. C., 601.

**Atchison, Topeka & Santa Fe Ry. Co., News-Times Publishing Co. v.,** 26 I. C. C., 395.

**Atchison, Topeka & Santa Fe Ry. Co. et al., O'Brien Commercial Co. v.,** 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., O'Brien Commercial Co. v.,** 19 I. C. C., 602.

**Atchison, Topeka & Santa Fe Ry. Co., Oklahoma Traffic Asso. v.,** 29 I. C. C., 129.

**Atchison, T. & S. F. Ry. Co., Olson Rug Co. v. (U. R. A-521),** 29 I. C. C., 733.

**Atchison, Topeka & Santa Fe Ry. Co., Omaha Grain Exchange v.,** 28 I. C. C., 664.

**Atchison, Topeka & Santa Fe Ry. Co., O'Neil-Kaufman-Pettit Grain Co. v.,** 25 I. C. C., 180.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Pabst Brewing Co. v.,** 19 I. C. C., 614.

**Atchison, Topeka & Santa Fe Ry. Co., Pacific Coast Lumber Manufacturers' Asso. v.,** 14 I. C. C., 154.

See *National Wholesale Lumber Dealers' Asso. v. A. C. L. R. R. Co.*

**Atchison, T. & S. F. Ry. Co., Pacific Creamery Co. v. (U. R. A-291),** 28 I. C. C., 726.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Pacific Purchasing Co. v.,** 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Pacific Purchasing Co. v.,** 17 I. C. C., 608.

**Atchison, Topeka & Santa Fe Ry. Co., Pacific Redwood Shingle Co. v.,** 23 I. C. C., 712.

**Atchison, Topeka & Santa Fe Ry. Co., Paonia Packing Co. v.,** 22 I. C. C., 665.

**Atchison, Topeka & Santa Fe Ry. Co., Payne v.,** 12 I. C. C., 190.

**Atchison, Topeka & Santa Fe Ry. Co., Pecos Mercantile Co. v.,** 13 I. C. C., 173.

See *Pecos Mercantile Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Peerless Agencies Co. v.,** 17 I. C. C., 218.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Peerless Agencies Co. v.,** 17 I. C. C., 621.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Phoenix Furniture Co. v.,** 17 I. C. C., 223.

**Atchison, Topeka & Santa Fe Ry. Co. et al., Phoenix Furniture Co. v.,** 17 I. C. C., 611.

**Atchison, Topeka & Santa Fe Ry. Co., Pilant, William R., v.,** 15 I. C. C., 178.

**Atchison, Topeka & Santa Fe Ry. Co., H. B. Pitts & Son v.,** 10 I. C. C., 691.

**Atchison, T. & S. F. Ry. Co., Plummer Mfg. Co. v. (5796),** 28 I. C. C., 718.

**Atchison, Topeka & Santa Fe R. R. Co., Potter Manufacturing Co., v.,** 5 I. C. C., 514.

See *Potter Mfg. Co. v. Chicago & Grand Trunk Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Prey Bros. & Cooper Live Stock Com. v.,** 26 I. C. C., 723.

**Atchison, Topeka & Santa Fe Ry. Co., et al., Pueblo Commerce Club v.,** 21 I. C. C., 679.

**Atchison, Topeka & Santa Fe Ry. Co., R. R. Com'rs of Kansas v.,** 22 I. C. C., 407.

See *R. R. Com'rs of Kansas v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. et al. R. R. Commission of Texas v.,** 20 I. C. C., 463.

See *R. R. Com. of Tex. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Redpath-Vawter Chautauqua System v.,** 22 I. C. C., 135.

**Atchison, Topeka & Santa Fe Ry. Co., Reinhardt Grain Co. v.,** 24 I. C. C., 710.

**Atchison, Topeka & Santa Fe R. R. Co., Rice, George, v.,** 4 I. C. C., 228.

See *Rice v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe R. R. Co., Rice George, v., 5 I. C. C., 193.**

See *Rice v. Cinn., Washington & Baltimore R. R. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Rickel, T. A., v., 19 I. C. C., 499.**

**Atchison, Topeka & Santa Fe Ry. Co. et al., Roahen-Cary Grain Co. v., 21 I. C. C., 676.**

**Atchison, Topeka & Santa Fe Ry. Co., Rosenthal, W. N., v., 18 I. C. C., 620.**

**Atchison, Topeka & Santa Fe Ry. Co., Roswell Commercial Club v., 12 I. C. C., 339.**

See *Roswell Commercial Club v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., et al., Rucker Desk Co. v., 17 I. C. C., 611.**

**Atchison, Topeka & Santa Fe Ry. Co., Rulofson Co. v., 26 I. C. C., 722.**

**Atchison, Topeka & Santa Fe Ry. Co. et al., Saginaw & Manistee Lumber Co., et al, v., 19 I. C. C., 119.**

See *Saginaw & Manistee Lumber Co. v. A., T. & S. F. Ry. Co.*

**Atchison, T. & S. F. Ry. Co., St. Louis Cotton Exchange v. (5677), 28 I. C. C., 716.**

**Atchison, Topeka & Santa Fe R. R. Co., San Bernardino Board of Trade v., 4 I. C. C., 104.**

See *San Bernardino Board of Trade v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Santa Fe Central Ry. Co. v. (922), 12 I. C. C., 585.**

**Atchison, Topeka & Santa Fe Ry. Co., Schlitz Brewing Co. v., 25 I. C. C., 713.**

**Atchison, Topeka & Santa Fe Ry. Co., Schmidt & Peters, Inc., v., 28 I. C. C., 28.**

**Atchison, Topeka & Santa Fe Ry. Co. et al., Schoenhofen, Peter, Brewing Co. v., 17 I. C. C., 329.**

**Atchison, Topeka & Santa Fe Ry. Co., Scott-Mayer Commission Co. v., 24 I. C. C., 714.**

**Atchison, T. & S. F. Ry. Co., Scott-Mayer Commission Co. v. (U. R. A-330), 28 I. C. C., 731.**

**Atchison, Topeka & Santa Fe Ry. Co., Shippers' Union of Phoenix v.**, 9 I. C. C., 250.

See *Shippers' Union of Phoenix v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Sligo Iron Store Co. v.**, 17 I. C. C., 139.

See *Sligo Iron Store Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Railway Co., Southern California Fruit Ex. v.**, 9 I. C. C., 182.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Southern Calif. Fruit Ex. v.**, 10 I. C. C., 590.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Southern Kansas Millers' Commercial Club v.**, 15 I. C. C., 604-607.

**Atchison, Topeka & Santa Fe Ry. Co., Southwestern Brick Co. v.**, 22 I. C. C., 659.

**Atchison, Topeka & Santa Fe Ry. Co., Southwestern Kansas Farmers' & Business Men's League v.**, 12 I. C. C., 530.

See *Southwestern Kansas Farmers' & Business Men's League v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Southwestern Millers' League v.**, 24 I. C. C., 552.

See *Southwestern Millers' League v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Southwestern Millers' League v.**, 26 I. C. C., 245, 599.

See *Southwestern Mo. Millers' Club v. St. L. & S. F. R. R. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Southwestern Portland Cement Co. v.**, 21 I. C. C., 665.

**Atchison, Topeka & Santa Fe Ry. Co., Southwestern Shippers' Traffic Asso. v.**, 24 I. C. C., 570.

See *Southwestern Shippers' Traffic Asso. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Snook & James v.**, 16 I. C. C., 356.

**Atchison, Topeka & Santa Fe Ry. Co., Springfield Traffic Bureau of the Jobbers' & Mnfrs.' Asso. v., 23 I. C. C., 432.**

**Atchison, Topeka & Santa Fe Ry. Co., Standard Asphalt & Rubber Co. v., 18 I. C. C., 609.**

**Atchison, Topeka & Santa Fe Ry. Co., Star Grain & Lumber Co. v., 14 I. C. C., 364.**

See *Star Grain & Lumber Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co. et al., Star Grain & Lumber Co., et al, v., 17 I. C. C., 338.**

See *Star Grain & Lumber Co. v. A., T. & S. F. Ry. Co.*

**Atchison, T. & S. F. Ry. Co., Stark v. (1130), 29 I. C. C., 707.**

**Atchison, Topeka & Santa Fe Ry. Co., State of Iowa v., 28 I. C. C., 47.**

**Atchison, Topeka & Santa Fe Ry. Co., State of Iowa v., 29 I. C. C., 530.**

**Atchison, Topeka & Santa Fe Ry. Co. et al., State of Kansas v., 21 I. C. C., 665.**

**Atchison, Topeka & Santa Fe Ry. Co., State of Oklahoma v., 14 I. C. C., 147, 516.**

See *Oklahoma, State of, v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Steward v., 24 I. C. C., 714.**

**Atchison, Topeka & Santa Fe Ry. Co., Stewart & Clark Mfg. Co. v., 26 I. C. C., 361.**

**Atchison, Topeka & Santa Fe Ry. Co. et al., Stock Yards Cotton & Linseed Meal Co. v., 16 I. C. C., 608.**

**Atchison, Topeka & Santa Fe Ry. Co., Strong, F. H., v. (1930), 15 I. C. C., 639.**

**Atchison, Topeka & Santa Fe Ry. Co. et al., Swift & Co. v., 18 I. C. C., 619.**

**Atchison, Topeka & Santa Fe Ry. Co. et al., Texas Brewing Co. v., 21 I. C. C., 171.**

See *Texas Brewing Co. v. A., T. & S. F. Ry. Co.*

**Atchison, Topeka & Santa Fe Ry. Co., Thomas v., 12 I. C. C., 581.**

**Atchison, Topeka & Santa Fe Ry. Co., Thompson v., 25 I. C. C., 174.**

**Atchison, Topeka & Santa Fe Ry. Co., Tonopah-Belmont Development Co. v., 26 I. C. C., 567.**

- Atchison, T. & S. F. Ry. Co., Tonopah-Belmont Development Co. v.** (U. R. A-644), 30 I. C. C., 729.
- Atchison, Topeka & Santa Fe Ry. Co., Traffic Bureau of the Sioux City Commercial Club v.**, 28 I. C. C., 82.
- Atchison, Topeka & Santa Fe Ry. Co., Traffic Bureau of the Sioux City Commercial Club v.**, 29 I. C. C., 544.
- Atchison, T. & S. F. Ry. Co., United Kansas Portland Cement Co. v.** (U. R. A-552), 30 I. C. C., 717.
- Atchison, Topeka & Santa Fe Ry. Co. et al, Valley Flour Mills v.**, 16 I. C. C., 73.
- See Valley Flour Mills v. A., T. & S. F. Ry. Co.
- Atchison, Topeka & Santa Fe Ry. Co., Victor Fuel Co. v.**, 14 I. C. C., 119.
- Atchison, Topeka & Santa Fe Ry. Co. et al, Vogeler Seed & Produce Co. v.**, 19 I. C. C., 603.
- Atchison, T. & S. F. Ry. Co., Volco Mfg. Co. v.** (5352), 27 I. C. C., 705.
- Atchison, Topeka & Santa Fe Ry. Co., Volco Mfg. Co. v.**, 28 I. C. C., 289.
- Atchison, T. & S. F. Ry. Co., Vulcan Detinning Co. v.** (U. R. A-594), 30 I. C. C., 722.
- Atchison, Topeka & Santa Fe Ry. Co., Vulcan Iron Works Co. v.**, 22 I. C. C., 477.
- See Vulcan Iron Works Co. v. A., T. & S. F. Ry. Co.
- Atchison, Topeka & Santa Fe Ry. Co., Vulcan Iron Works Co. v.**, 27 I. C. C., 468.
- Atchison, Topeka & Santa Fe Ry. Co., Wakita Coal & Lumber Co. v.**, 15 I. C. C., 533.
- Atchison, Topeka & Santa Fe Ry. Co., Wallingford v.**, 30 I. C. C., 19.
- Atchison, Topeka & Santa Fe Ry. Co., Walter Brewing Co. v.**, 25 I. C. C., 710.
- Atchison, Topeka & Santa Fe Ry. Co., Welch Co. v.**, 22 I. C. C., 661.
- Atchison, Topeka & Santa Fe Ry. Co., Western Chemical Mfg Co. v.**, 2 I. C. C., 715.
- Atchison, T. & S. F. Ry. Co., Western Rock Salt Co. v.** (U. R. A-468), 29 I. C. C., 726.
- Atchison, Topeka & Santa Fe Ry. Co., Wheeler & Motter Mercantile Co. v.**, 28 I. C. C., 205.

Atchison, Topeka & Santa Fe Ry. Co., Wheeler Lumber Bridge & Supply Co. v., 30 I. C. C., 343.

Atchison, Topeka & Santa Fe Ry. Co., Wichita Business Asso. v., 30 I. C. C., 45, 374.

Atchison, Topeka & Santa Fe Ry. Co. et al., White Bros. v., 18 I. C. C., 308.

Atchison, Topeka & Santa Fe Ry. Co., Wholesale Fruit & Produce Asso. v., 14 I. C. C., 410.

See Wholesale Fruit & Produce Asso. v. A., T. & S. F. Ry. Co.

Atchison, Topeka & Santa Fe Ry. Co., Wichita Board of Trade v., 25 I. C. C., 625.

Atchison, Topeka & Santa Fe Ry. Co., Willis & Co. v., 24 I. C. C., 718.

Atchison, Topeka & Santa Fe Ry. Co., Winter's Metallic Paint Co. v., 13 I. C. C., 409.

Atchison, Topeka & Santa Fe Ry. Co. et al., White Bros. v., 16 I. C. C., 607.

Atchison, Topeka & Santa Fe Ry. Co. et al., White Bros. v., 16 I. C. C., 610.

Atchison, Topeka & Santa Fe Ry. Co., et al., White Bros. v., 17 I. C. C., 251.

See Kindelon v. S. P. Co.

Atchison, Topeka & Santa Fe Ry. Co. et al., White Bros. v., 17 I. C. C., 288, 416.

See White Bros. v. A., T. & S. F. Ry. Co.

Atchison, Topeka & Santa Fe Ry. Co. et al., Wholesale Fruit & Produce Association v., 17 I. C. C., 596.

See Wholesale Fruit & Produce Asso. v. A., T. & S. F. Ry. Co.

Atchison, Topeka & Santa Fe Ry. Co., Wolf Milling Co. v., 21 I. C. C., 680.

Atchison, Topeka & Santa Fe Ry. Co., Yawman & Erbie Manufacturing Co. v. (850), 12 I. C. C., 583.

Atchison, Topeka & Santa Fe Ry. Co., Yawman & Erbe Manufacturing Co. v., 15 I. C. C., 260.

Atchison, Topeka & Santa Fe Ry. Co., Yetter Wall Paper Co. v. (986), 12 I. C. C., 586.

Atchison, Topeka & Santa Fe Ry. Co., Zellerbach Paper Co. v., 16 I. C. C., 128.

Athens Fire Brick Co. v. St. L. S. W. Ry. Co. (5525), 29 I. C. C., 711.



**Atkinson-Williams Hardware Co. v. A., T. & S. F. Ry. Co.** (U. R. A.-652), 30 I. C. C., 730.

**Atkinson-Williams Hardware Co. v. K. C. S. R. Co.** (U. R. A.-217), 27 I. C. C., 723.

**Atlanta & West Point R. R. Co., Calloway, Fuller E., v.**, 7 I. C. C., 431.

See Calloway v. Louisville & Nashville R. R. Co.

**Atlanta & West Point R. R. Co., Chicago Freight Bureau v.**, 6 I. C. C., 195.

See Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.

**Atlanta & West Point R. R. Co., Freight Bureau of the Cinn. Chamber of Com. v.**, 6 I. C. C., 195.

See Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.

**Atlanta & West Point R. R. Co., In re Tariffs and Classifications of**, 3 I. C. C., 19.

*Cited:* Chas. P. Perry v. Fl. Cen. & Penins. R. Co. et al., 5 I. C. C., 116.

Carriers should not treat shipments of traffic intended to be continuous between interstate points as consisting of two kinds of service independent of each other, the one to or from a so-called basing or competitive point on a through rate, and the other between the basing or competitive point and a so-called local or intermediate point on a local rate.

*Cited:* E. M. Raworth v. No. Pacific R. Co., 5 I. C. C., 249.

*Cited:* R. R. Com. of Geo. v. Clyde Steamship Co., 5 I. C. C., 369.

*Cited:* Hill & Bro. v. Nashville, C. & St. L. R. Co., 6 I. C. C., 356.

*Quoted and cited:* Cordele Mch. Shop v. L. & N. R. Co., 6 I. C. C., 374.

*Cited:* Brewer & Hamilton v. L. & N. R. Co., 7 I. C. C., 235.

The "basing point system" of rate making lead to building up of "trade centers" at expense of surrounding towns, and the injustice of this system must have attracted the attention of Congress and led to the incorporation of the fourth section as the leading feature of the Act.

*Quoted:* Form & Contents of Rate Schedules, 6 I. C. C., 270.

"It is proper to add, however, that the requirement of publication found in the law is based upon many other considerations besides that of affording information to local shippers. The necessity of establishing and maintaining a steady, uniform, open tariff rate is of paramount importance, in view of the evils which the Act to regulate commerce at-

tempts to correct, and obviously the first and most efficient method of regulation is the requirement of constant publicity."

**Atlanta & West Point R. R. Co., Lagrange Chamber of Commerce, v.,** 28 I. C. C., 178.

See Lagrange Chamber of Com. v. Atlanta & West Point R. R. Co.

**Atlanta & West Point R. R. Co., Patillo v.,** 26 I. C. C., 65.

**Atlanta & West Point R. R. Co., Railroad Commission of Georgia v.,** 5 I. C. C., 326-327.

See R. R. Com. of Ga. v. Clyde S. S. Co.

**Atlanta, Birmingham & Atlantic R. R. Co. et al., Germain Co. v.,** 20 I. C. C., 661.

**Atlanta, Birmingham & Atlantic R. R. Co., Jefferson Lumber Co. v.,** 22 I. C. C., 671.

**Atlanta, Birmingham & Atlantic R. R. Co. et al., Marbury & Speer Lumber Co. v.,** 21 I. C. C., 678.

**Atlanta, Birmingham & Atlantic R. R. Co., Mayor & Council of Douglas Ga., v.,** 28 I. C. C., 445.

**Atlanta Freight Bureau v. N., C. & St. L. Ry.** 29 I. C. C., 476.

**Atlanta Freight Bureau v. S. Ry. Co.,** 29 I. C. C., 476.

**Atlanta Journal Co. v. S. A. L. Ry.** 28 I. C. C., 186.

**Atlanta Journal Co. v. S. A. L. Ry. (4961),** 29 I. C. C., 710.

**Atlanta Machine Works v. S. R. Co.,** 26 I. C. C., 715

**Atlantic & Pacific R. R. Co., Colorado Fuel & Iron Co. v.,** 6 I. C. C., 488.

See Colo. Fuel & Iron Co. v. Southern Pacific Co.

**Atlantic & Pacific R. R. Co., Duncan, Blanton, v.,** 6 I. C. C., 85.

**Atlantic & Pacific R. R. Co., Lehmann, Higginson & Co. v.,** 4 I. C. C., 1.

See Lehmann, Higginson & Co v. So. Pac. Co.

**Atlantic & Pacific R. R. Co., Rice, George, v.,** 4 I. C. C., 228.

See Rice v. A., T. & S. F. Ry. Co.

**Atlantic & Pacific R. R. Co., Rice, George, v.,** 5 I. C. C., 196.

See Rice v. Cinn., Wash. & Balt. R. R. Co.

**Atlantic & Pacific R. R. Co., San Bernardino Board of Trade v.,** 4 I. C. C., 104.

See *San Bernardino B'd of T'd v. A., T. & S. F. Ry. Co.*

**Atlantic City R. R. Co. et al., Board of Trade of the City of Chicago v.,** 20 I. C. C., 504.

**Atlantic City R. R. Co., Merchants & Mnfrs. Asso. of Baltimore v.,** 23 I. C. C., 129.

**Atlantic City R. R. Co., Patterson & Co. v. (5645),** 28 I. C. C., 716.

**Atlantic Coast Despatch Line, Perry, Charles P., v.,** 5 I. C. C., 97.

See *Perry v. Fla. Cen. & Pen. R. R. Co.*

**Atlantic Coast Line R. R. Co. et al., Alabama Lumber & Export Co. v.,** 18 I. C. C., 615.

**Atlantic Coast Line R. R. Co., Alderman & Sons Co. v.,** 26 I. C. C., 716.

**Atlantic Coast Line R. R. Co., Alderman & Sons Co. v. (U. R. A.-548),** 30 I. C. C., 717.

**Atlantic Coast Line R. R. Co., American Lumber Co. v.,** 25 I. C. C., 708.

**Atlantic Coast Line R. R. Co. et al., Asparagus Growers' Association of Charleston County, S. C., v.,** 17 I. C. C., 423.

See *Asparagus Growers' Asso. of Charleston v. A. C. L. R. R. Co.*

**Atlantic Coast Line R. R. Co., Bahrenburg Bros. & Co. v.,** 24 I. C. C., 560.

**Atlantic Coast Line R. R. Co., Beecher & Barr v.,** 22 I. C. C., 662.

**Atlantic Coast Line R. R. Co. et al., Berthold & Jennings v.,** 18 I. C. C., 609.

**Atlantic Coast Line R. R. Co., Blakely Southern R. R. Co. v.,** 26 I. C. C., 344.

**Atlantic Coast Line R. R. Co., Board of Trade of Morristown, Tenn., v.,** 24 I. C. C., 372.

See *Board of Trade, Morristown, Tenn., v. A. C. L. R. R. Co.*

**Atlantic Coast Line R. R. Co., Boney & Harper Milling Co. v.,** 28 I. C. C., 383.

**Atlantic Coast Line R. R. Co., Brabham, R. C., v.,** 11 I. C. C., 464.

See *Brabham v. A. C. L. R. R. Co.*

**Atlantic Coast Line R. R. Co., Butters Lumber Co. v.,** 13 I. C. C., 521.

**Atlantic Coast Line R. R. Co., Byrnes v.**, 23 I. C. C., 251.

**Atlantic Coast Line R. R. Co., Byrnes, Trustee for H. Woods Co., Bankrupt, v.** (U. R. A.-492), 29 I. C. C., 729.

**Atlantic Coast Line R. R. Co., Camden Iron Works v.** (U. R. A.-508), 29 I. C. C., 731.

**Atlantic Coast Line R. R. Co., Chappelle, Pat., v.**, 19 I. C. C., 56.

**Atlantic Coast Line R. R. Co., Charlotte Shippers' Asso. v.**, 11 I. C. C., 108.

See *Charlotte Shippers' Asso. v. S. Ry. Co.*

**Atlantic Coast Line R. R. Co., Cherokee Lumber Co. v.**, 27 I. C. C., 438.

**Atlantic Coast Line R. R. Co., City of Camilla, Ga., v.**, 28 I. C. C., 433.

**Atlantic Coast Line R. R. Co., City of Sylvester, Ga., v.**, 28 I. C. C., 433.

**Atlantic Coast Line R. R. Co., Dan Joseph Co. v.** (U. R. A-506), 29 I. C. C., 731.

**Atlantic Coast Line R. R. Co., Dewey Brothers Co. v.**, 11 I. C. C., 475.

See *Dewey Bros Co. v. B. & O. R. R. Co.*

**Atlantic Coast Line R. R. Co., Dumlevie Lumber Co. v.**, 26 I. C. C., 717.

**Atlantic Coast Line R. R. Co., Fain & Stamps v.**, 13 I. C. C., 529.

**Atlantic Coast Line R. R. Co., Florence Wagon Works v.** (1814), 14 I. C. C., 643.

**Atlantic Coast Line R. R. Co., Florida Citrus Exchange v.**, 25 I. C. C., 707.

**Atlantic Coast Line R. R. Co., Florida Cotton Oil Co. v.** (5778), 30 I. C. C., 712.

**Atlantic Coast Line R. R. Co., Fla. Fruit & Vegetable Shippers' Protective Asso. v.**, 14 I. C. C., 476.

See *Fla. Fruit & Vegetable Shippers' Protective Asso. v. A. C. L. R. R. Co.*

**Atlantic Coast Line R. R. Co. et al., Florida Fruit & Vegetable Shippers' Protective Association v.**, 17 I. C. C., 552.

See *Florida Fruit & Vegetable Shippers' Protective Asso. v. A. C. L. R. R. Co.*

**Atlantic Coast Line R. R. Co. et al., Florida Fruit & Vegetable Shippers' Protective Association v.**, 21 I. C. C., 677.

**Atlantic Coast Line R. R. Co., Florida Fruit & Vegetable Shippers' Protective Association v., 22 I. C. C., 11.**

See Fla. Fruit & Vegetable Shippers' Protective Asso. v. A. C. L. R. R. Co.

**Atlantic Coast Line R. R. Co., Ga. Peach Growers' Asso. v., 10 I. C. C., 255.**

See Ga. Peach Growers' Asso. v. Atlantic Coast Line R. R. Co.

**Atlantic Coast Line R. R. Co., Germain Co. v., 24 I. C. C., 711.**

**Atlantic Coast Line R. R. Co., Harlow Lumber Co. v., 15 I. C. C., 501.**

**Atlantic Coast Line R. R. Co., Hobbs & Knight v., 22 I. C. C., 663.**

**Atlantic Coast Line R. R. Co., Holland Blow Stave Co. v., 24 I. C. C., 81.**

See Holland Blow Stave Co. v. A. C. L. R. R. Co.

**Atlantic Coast Line R. R. Co., Holland Blow Stave Co. v., 27 I. C. C., 488.**

**Atlantic Coast Line R. R. Co., Jelks v. (U. R. A-240), 27 I. C. C., 726.**

**Atlantic Coast Line R. R. Co., Jouannet v., 23 I. C. C., 392.**

See Jouannet v. A. C. L. R. R. Co.

**Atlantic Coast Line R. R. Co., T. M. Kehoe & Co. v., 11 I. C. C., 166.**

See Kehoe & Co. v. C. & W. C. Ry. Co.

**Atlantic Coast Line R. R. Co., Ludowici-Celadon Co. v., 28 I. C. C., 693.**

**Atlantic Coast Line R. R. Co., Mason v. (U. R. A-247), 27 I. C. C., 727.**

**Atlantic Coast Line R. R. Co., Mayor and City Council of Boston, Ga., v., 24 I. C. C. 50.**

See Mayor & Council of Boston, Ga., v. A. C. L. R. R. Co.

**Atlantic Coast Line R. R. Co., Merchants & Manufacturers Asso. of Balto. v., 22 I. C. C., 467.**

See Merchants & Mfrs. Asso. of Baltimore v. A. C. L. R. R. Co.

**Atlantic Coast Line R. R. Co., Miller v., 29 I. C. C., 526.**

**Atlantic Coast Line R. R. Co., Minter & Co. v. (U. R. A.-635), 30 I. C. C., 728.**

**Atlantic Coast Line R. R. Co. et al., Morgan, A. P. Grain Co. et al. v., 19 I. C. C., 460.**

See Morgan Grain Co. v. A. C. L. R. R. Co.

**Atlantic Coast Line R. R. Co. et al., National League of Commission Merchants of the United States v.,** 20 I. C. C., 132.

See National League of Com. Merchants of the U. S. v. A. C. L. R. R. Co.

**Atlantic Coast Line R. R. Co., National Wholesale Lumber Dealers' Asso. v.,** 14 I. C. C., 154.

See National Wholesale Lumber Dealers' Asso. v. A. C. L. R. R. Co.

**Atlantic Coast Line R. R. Co., R. R. Com'rs of Florida v.,** 28 I. C. C., 356.

**Atlantic Coast Line R. R. Co. et al., R. R. Commission of Georgia v.,** 19 I. C. C., 460.

See Morgan Grain Co. v. A. C. L. R. R. Co.

**Atlantic Coast Line R. R. Co., Rickards v.,** 23 I. C. C., 239.

See Rickards v. A. C. L. R. R. Co.

**Atlantic Coast Line R. R. Co., Riverside Mills v. (1624),** 14 I. C. C., 640.

**Atlantic Coast Line R. R. Co., Sheip Mfg. Co. v.,** 26 I. C. C., 178.

**Atlantic Coast Line R. R. Co., Sims, W. A. et al. v.,** 21 I. C. C., 680.

**Atlantic Coast Line R. R. Co. et al., Southern Cotton Oil Co. v.,** 18 I. C. C., 275.

**Atlantic Coast Line R. R. Co., Southern Cotton Oil Co. v.,** 18 I. C. C., 617.

**Atlantic Coast Line R. R. Co. et al., Southern Cotton Oil Co. v.,** 19 I. C. C., 434.

**Atlantic Coast Line Co., Standard Oil Co. v.,** 24 I. C. C., 718, 722.

**Atlantic Coast Line R. R. Co., Standard Oil Co. (Ky.) v. (U. R. A.-163),** 27 I. C. C., 715.

**Atlantic Coast Line R. R. Co., State of Iowa v.,** 24 I. C. C., 134.

See State of Iowa v. A. C. L. R. R. Co.

**Atlantic Coast Line R. R. Co., Swaffield, A. G., v.,** 10 I. C. C., 281.

**Atlantic Coast Line R. R. Co., Swift Fertilizer Works v.,** 16 I. C. C., 605.

**Atlantic Coast Line R. R. Co., Tift, H. H., v.,** 10 I. C. C., 548.

See Tift v. Southern Ry. Co.

**Atlantic Coast Line R. R. Co., Town of Pelham, Ga., v.,** 28 I. C. C., 433.

**Atlantic Coast Line R. R. Co. et al., Truck Growers' Association of Charleston District, Charleston, S. C., v., 20 I. C. C., 190.**

See *Truck Growers' Asso. of Charleston v. A. C. L. R. R. Co.*

**Atlantic C. L. R. R. Co., Tunis-Cockey Lumber Co. v. (U. R. A-366), 28 I. C. C., 736.**

**Atlantic Coast Line R. R. Co., United States v. (U. R. A-175), 27 I. C. C., 717.**

**Atlantic Coast Line R. R. Co., Virginia-Carolina Chemical Co. v., 22 I. C. C., 394.**

See *Virginia-Carolina Chemical Co. v. A. C. L. R. R. Co.*

**Atlantic Coast Line R. R. Co., Virginia-Carolina Chemical Co. v., 27 I. C. C., 234.**

**Atlantic Coast Line R. R. Co., Virginia Mfg. Co. v., 25 I. C. C., 68.**

**Atlantic Coast Line R. R. Co. et al., Voorhees, John N., v., 16 I. C. C., 42, 45.**

See *Voorhees v. A. C. L. R. R. Co.*

**Atlantic Coast Line R. R. Co., Waxelbaum & Co. v., 12 I. C. C., 178.**

See *Waxelbaum & Co. v. A. C. L. R. R. Co.*

**Atlantic Coast Line R. R. Co., Wearn & Co. v. (U. R. A-215), 27 I. C. C., 723.**

**Atlantic Coast Line R. R. Co., Yellow Pine Co. of Philadelphia v. (U. R. A-404), 29 I. C. C., 717.**

**Atlantic Coast Line R. R. Co., Wm. Wriggley, Jr., v., 10 I. C. C., 412.**

**Atlantic Coast Line System, Wilmington Tariff Asso. of Wil., N. C., v., 9 I. C. C., 118.**

See *Wilmington Tariff Asso. v. C. P. & V. R. R. Co.*

**Atlantic Elevator Co. v. M., St. P. & S. S. S. M. R. Co. (5738), 27 I. C. C., 706.**

**Atlantic Northern & Southern Ry. Co., Sunderland Bros. v., 23 I. C. C., 709.**

**Atlantic Packing Co. of Baltimore City v. American Express Co., 28 I. C. C., 244.**

**Atlantic Refining Co. v. B. & O. R. R. Co., 23 I. C. C., 492.**

**Atlantic Refining Co. v. P. R. Co., 22 I. C. C., 660.**

**Atlantic S. S. Lines, San Francisco News Co. v., 24 I. C. C., 709.**

**Atlas Brewing Co. v. P. Co.** (U. R. A-289), 28 I. C. C., 726.

**Atlas Lumber & Shingle Co. v. N. P. R. R. Co.**, 26 I. C. C., 313

**Attwood Co. v. N., C. & St. L. Ry.** (U. R. A-411), 29 I. C. C., 718.

**Atwood-Stone Co. v. C., M. & St. P. Ry. Co.** (U. R. A.-599), 30 I. C. C., 723.

**Augusta & Savannah Steamboat Co., Enterprise Mfg. Co. v.** (U. R. A.-611), 30 I. C. C., 725.

**Augusta & Savannah Steamboat Co. v. O. S. S. Co. of S.**, 26 I. C. C., 380.

*Cited and quoted:* Eastern Wheel Mnfrs.' Asso. v. A. & V. Ry. Co., 27 I. C. C., 372.

Complaints should be so drawn as to explicitly direct the attention of defendants to those rates which are to be put in issue and passed upon by the Commission.

**Augusta & Savannah Steamboat Co., Riverside Mills v.** (U. R. A.-611), 30 I. C. C., 725.

**Augusta Barge Line Co. v. O. S. S. Co. of S.** (6442), 29 I. C. C., 715.

**Augusta, Ga., Chamber of Commerce v. S. R. Co.**, 22 I. C. C., 233.

**Augusta Chamber of Commerce v. B., R. & P. R. R. Co.**, 26 I. C. C., 559.

**Augusta Cotton Exchange & Board of Trade v. Southern Ry. Co.**, 30 I. C. C., 704.

**Augusta Tramway & Transfer Co., Burt v.**, 26 I. C. C., 709.

**Ault & Jackson Co. v. St. Louis Southwestern Ry. Co.**, 19 I. C. C., 602.

**Austin Manufacturing Co. v. Illinois Central R. R. Co. et al.**, 17 I. C. C., 625.

**Austin & Northwestern R. R. Co., Dallas Freight Bu. v.**, 9 I. C. C., 68.

See Dallas Freight Bureau v Austin & N. W. Ry. Co.

**Austin & Northwestern Ry. Co., Kauffman Milling Co. v.**, 4 I. C. C., 417.

See Kauffman Milling Co. v. Missouri Pac. Ry. Co.

**Austin Mill & Grain Co. v. G. C. & S. F. R. Co.**, 26 I. C. C., 723.

**Authority for Making & Filing Joint Tariffs**, 6 I. C. C., 267.

**Auto Vehicle Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 21 I. C. C., 286.

*Distinguished:* McLaughlin Motor Car Co. v. G. T. Ry. Co., 26 I. C. C., 316.



The cited case involved the transportation of various metal automobile parts between points governed by western classification, and did not relate to completely manufactured automobile chassis knocked down for the purpose of shipment.

*Cited:* Schmidt & Peters v. A., T. & S. F. Ry. Co., 28 I. C. C., 379.

The fourth class rate was required to be applied to transportation of metal automobile parts from Milwaukee, Wis., to Los Angeles, Cal., in cited case.

**Auto Vehicle Co. v. C., M. & St. P. R. Co.** (U. R. A-168), 27 I. C. C., 716.

**Auto Vehicle Co. v. P. Co.** (U. R. A-152), 27 I. C. C., 714.

**Auto Vehicle Co. v. P. Co.** (U. R. A-592), 30 I. C. C., 722.

**Avery Mfg. Co. et al. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 16 I. C. C., 20.

*Cited:* Springfield Commercial Asso. v. P. R. R. Co., 28 I. C. C., 512.

As a general rule Springfield takes higher rates west than Peoria. An exception to this rule is found in the case of agricultural machinery and some other manufactured articles which take a lower transportation charge from Springfield.

**Avoyelles R. R. Co., Mayor & City Council of Wichita, Kansas, v.**, 9 I. C. C., 569.

**Awbrey & Semple v. Galveston, Harrisburg & San Antonio Ry. Co. et al.**, 17 I. C. C., 267.

## B

**Babcock & Wilcox Co. v. Central R. R. Co. of New Jersey et al.**, 18 I. C. C., 612.

**Back, August, v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 20 I. C. C., 663.

**Badenoch, J. J. Co. v. C. & N. W. R. Co.**, 22 I. C. C., 36.

**Bader Coal Co. v. Pennsylvania R. R. Co. et al.**, 20 I. C. C., 656.

**Baechtel, Edward McDowell, v. Norfolk & Western Ry. Co.**, 18 I. C. C., 615.

**Baer Bros. Mercantile Co. v. Missouri Pacific Ry. Co.**, 13 I. C. C., 329.

Reparation awarded on account of unreasonable rates collected for the transportation of beer from Pueblo, Colo., to Leadville, Colo., originating in St. Louis, Mo.

**Baer Bros. Mercantile Co. v. Missouri Pacific Ry. Co.**

Not reported.

C. C. D. Colo.

Action brought to enforce order of Commission on award of reparation. At the trial the court directed a verdict and rendered judgment in favor of plaintiff.

**Denver & Rio Grande R. R. Co. v. Baer Bros. Mercantile Co.**

187 Fed. 485. May 18, 1911.

C. C. of Apps. 8th Cir. Sanborn, J.

Lower court reversed. Order prescribing maximum rate for future should have been entered as condition precedent to an award of reparation.

**Baer Bros. Mercantile Co. v. Denver & Rio Grande R. R. Co.**

233 U. S. 479. April 27, 1914. Lamar, J.

Circuit court of appeals reversed and decision of circuit court affirmed.

*Followed:* So. Pine Lumber Co. v. So. Ry. Co., 14 I. C. C., 198.

*Followed:* Nollenberger v. M. P. Ry. Co., 15 I. C. C., 595.

*Cited:* Nat'l Refining Co. v. A. T. & S. F. Ry. Co. 18 I. C. C. 390.

It is not a necessary prerequisite to the recovery of damages resulting from an unreasonable charge that the shipper or consignee must protest against the payment of such lawfully established freight rate.

*Followed:* Baer Bros. Mer. Co. v. M. P. Ry. Co., 17 I. C. C., 226, 229.

Fourth section held not to be violated on shipments to Leadville as compared with Salt Lake City from St. Louis.

**Baer Bros. Mercantile Co. v. Missouri Pacific Ry. Co. et al.** 17 I. C. C. 225.

Carriers ordered to reduce that portion of a combination through rate which applied to the haul from Pueblo, Colo., to Leadville, Colo., on beer moving from St. Louis, Mo., on the ground that such factor of the through rate was unreasonable. Reparation to be awarded.

**Denver & Rio Grande R. R. Co. v. Interstate Commerce Commission.**

Not reported. January 25, 1910.

C. C. D. Colo.

Injunction to restrain enforcement of Commission's order denied. Case transferred to Commerce Court.

**Denver & Rio Grande R. R. Co. v. Interstate Commerce Commission.**

195 Fed. 968. April 9, 1912.

Commerce Court No. 35. Knapp, J.

Commission's order held to be valid.

*Followed:* Baer Bros. v. M. P. Ry. Co., 19 I. C. C., 18.  
Reparation.

*Reaffirmed:* Grand Junction Chamber of Com. v. D. & R. G. R. R. Co., 23 I. C. C., 120.

The rate up to Colorado common point from eastern origin point and the rate from Colorado common point are subject to jurisdiction of Commission.

**Baer Bros. Mercantile Co. v. Missouri Pacific Ry. Co. et al.**, 19 I. C. C., 18.

**Bagdad Land & Lumber Co. v. L. & N. R. Co.** (U. R. A-182), 27 I. C. C., 718.

**Bagdad Land & Lumber Co. v. L. & N. R. R. Co.** (U. R. A-320), 28 I. C. C., 730.

**Bagley, John J. & Co. v. P. M. R. Co.**, 25 I. C. C., 698.

**Bahrenburg, J. H. Bros. & Co. v. A. C. L. ER. Co.**, 24 I. C. C., 560.

**Bainbridge Board of Trade v. Louisville, Henderson & St. Louis Ry. Co.**, 15 I. C. C., 586.

*Quoted:* Roberts Cotton Oil Co. v. I. C. R. R. Co., 21 I. C. C., 250.

*Cited:* Chamber of Commerce, Ashburn, Ga., v. G. S. & F. Ry. Co., 23 I. C. C., 149.

When unjust discrimination against one point and undue preference in favor of another are alleged, because of lower rates to the latter, and equality of rates is demanded as a cure for such discrimination against the former, it must be shown that the circumstances and conditions at each of said points are substantially similar, and that the lower rates at the one point were the result of the voluntary action of the carriers at that point.

*Cited:* Johnson & Co. v. A., T. & S. F. Ry. Co., 21 I. C. C., 639.

A carrier cannot be charged with giving preference or advantage to a community which it does not serve. Nor be charged with subjecting such community to prejudice or disadvantage.

*Cited:* Greenbaum Co. v. C. & O. Ry. Co., 25 I. C. C., 355.

A carrier is responsible for unjust discrimination in rate adjustment as between two places if it serves both places or participates in their carrying trade.

**Baird A. E. Lumber Co. et al. v. Louisville & Nashville R. R. Co. et al.**, 17 I. C. C., 603.

**Baird, A. E. Lumber Co. v. L. & N. R. Co.**, 22 I. C. C., 673.

**Baker v. Cumberland Valley R. R. Co.** (1399), 13 I. C. C., 684.

**Baker v. Cumberland Valley R. R. Co.**, 14 I. C. C., 568.

**Baker, J. E., v. Cumberland Valley R. R. Co. et al.**, 17 I. C. C., 614.

**Baker v. S. & E. Ry. Co. (U. R. A.-385)**, 28 I. C. C., 739

**Baker & McDowell Hdwe Co. v. St. L., I. M. & S. R. Co.**, 26 I. C. C., 717

**Baker City Citizens League v O. R. & N. Co.**, 26 I. C. C., 707.

**Baker Commercial Club v. O.-W. R. & N. Co.**, 25 I. C. C., 281.

**Baker Lockwood Mfg. Co. v. H. & T. C. R. Co.**, 26 I. C. C., 708.

**Baker Mfg. Co. v. Chicago & Northwestern Ry. Co. et al.**, 21 I. C. C., 605.

*Cited and quoted:* **Com. Club of Omaha v. A. & S. R. Ry. Co.**, 27 I. C. C., 322.

Contracts based on freight rates, where certain rate is specified with statement that in case of decline the buyer is to have the benefit of such decline or in case of increase, the buyer to pay the increase, amount to no more than agreements between the parties as to changes which might occur in the rate. The party who actually pays the freight is the real and substantial party in interest.

**Balfour, Guthrie & Co. et al. v. Oregon-Washington R. R. & Navigation Co.**, 21 I. C. C., 539.

*Cited:* **S. W. Mo. Millers Club v. St. L. & S. F. R. R. Co.**, 26 I. C. C., 250.

No one can deny that it is the primary duty of a railroad to furnish equipment that is usable. A shipper is not to be put to the alternative of either not shipping at all or of recovering from the railroad for the loss of the commodity in transit. It is not a compliance with the requirements of the law that a car shall be put at the shipper's disposal; the car provided must be one that will convey the commodity safely to its destination.

**Balfour Quarry Co. v. S. R. Co. (U. R. A.-138)**, 27 I. C. C., 712.

**Ball, Charles R. Lumber Co. v. T. & P. R. Co.**, 25 I. C. C., 437.

**Ballin, Solomon, v. Southern Pacific Co.**, 19 I. C. C., 503.

**Ballou & Wright v. N. Y., N. H. & H. R. R. Co. (U. R. A.-494)**, 29 I. C. C., 729.

**Baltimore & Ohio R. R. Co. et al., Abeles, Chas. T. & Co. v.**, 21 I. C. C., 672.

**Baltimore & Ohio R. R. Co., Alpha Portland Cement Co. v.**, 22 I. C. C., 446.

See **Alpha Portland Cement Co. v. B. & O. R. R. Co.**

**Baltimore & Ohio R. R. Co. et al, American Coal Co. of Alleghany County et al v.,** 17 I. C. C., 149.

**Baltimore & O. R. R. Co., American Fork & Hoe Co. v. (U. R. A.-164),** 27 I. C. C., 716.

**Baltimore & Ohio R. R. Co. et al, American Smelting & Refining Co. v.,** 21 I. C. C., 659-663.

**Baltimore & Ohio R. R. Co., Anacostia Citizens Asso. v.,** 25 I. C. C., 411.

See Anacostia Citizens Asso. v. B. & O. R. R. Co.

**Baltimore & Ohio R. R. Co., Arkansas Fertilizer Co. v.,** 22 I. C. C., 668.

**Baltimore & Ohio R. R. Co., Atlantic Refining Co. v.,** 23 I. C. C., 492.

**Baltimore & Ohio R. R. Co., Bates, Hervey, v.,** 4 I. C. C., 281.

See Bates v. Penn. R. R. Co.

**Baltimore & Ohio R. R. Co., Baltimore Chamber of Commerce v.**

See Baltimore Chamber of Commerce v. B. & O. R. R. Co.

**Baltimore & Ohio R. R. Co., Beaver & Co. v.,** 4 I. C. C., 733.

See Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.

**Baltimore & Ohio R. R. Co., Bernower Lumber Co. v. (6257),** 29 I. C. C., 714.

**Baltimore & Ohio R. R. Co., Biddle Purchasing Co. v.,** 21 I. C. C., 679.

**Baltimore & Ohio R. R. Co. et al, Blake, B. E. & Sons Hardware & Manufacturing Co. v.,** 20 I. C. C., 139.

**Baltimore & Ohio R. R. Co., Bliss-Cook Oak Co. v.,** 26 I. C. C., 720.

**Baltimore & Ohio R. R. Co., Board of Trade of Chattanooga, Tenn., v.,** 5 I. C. C., 546.

See B'd of Trade, etc., v. E. Tenn., Va. & Ga. Ry. Co.

**Balto. & Ohio R. R. Co., Board of Trade of Troy, Ala., v.,** 6 I. C. C., 1.

See Board of Trade of Troy, Ala., v. Alabama Midland Ry. Co.

**Baltimore & Ohio R. R. Co. et al, Bollman, John Co. v.,** 20 I. C. C., 666.

**Balto. & Ohio R. R. Co., W. H. Boyer & Co. v.,** 7 I. C. C., 55.

**Baltimore & Ohio R. R. Co., Buck Bros. v.,** 18 I. C. C., 627.

**Balto. & Ohio R. R. Co., Buckeye Buggy Co. v.,** 9 I. C. C., 620.

See *Buckeye Buggy Co. v. Cleveland, Cinn., Chicago & St. Louis Ry. Co.*

**Baltimore & Ohio R. R. Co., Business Men's League of Albert Lea, Minn., v.,** 24 I. C. C., 125.

See *Business Men's League, Albert Lea, Minn., v. B. & O. R. R. Co.*

**B. & O. R. R. Company, Cambria Steel Co. v.,** 15 I. C. C., 484.

**Baltimore & Ohio R. R. Co. et al., Cananea Consolidated Copper Co. v.,** 16 I. C. C., 611.

**Baltimore & Ohio R. R. Co. et al., Cananea Consolidated Copper Co. v.,** 16 I. C. C., 612.

**Baltimore & Ohio R. R. Co. et al., Canton Fertilizer & Chemical Co. v.,** 17 I. C. C., 627.

**Baltimore & Ohio R. R. Co. et al., Carlin's, Thomas Sons Co. v.,** 16 I. C. C., 477.

**B. & O. R. R. Co., Castle, George L., v.,** 8 I. C. C., 333.

See *Castle v. B. & O. R. R. Co.*

**Baltimore & Ohio Ry. Co., Chaffin Coal Co. v.,** 23 I. C. C., 717.

**B. & O. R. R. Co., Chamber of Commerce of Chattanooga v.,** 10 I. C. C., 111.

See *Chamber of Commerce of Chattanooga v. Southern Ry. Co.*

**Baltimore & Ohio R. R. Co., Chamber of Commerce of Washington, D. C., v.,** 30 I. C. C., 446.

**B. & O. R. R. Co., Charlotte Shippers' Asso. v.,** 11 I. C. C., 108.

See *Charlotte Shippers' Asso. v. S. Ry. Co.*

**Baltimore & Ohio R. R. Co., Chattanooga Plow Co. v.,** 24 I. C. C., 726.

**B. & O. R. R. Co., City Gas Co. of Norfolk v.,** 11 I. C. C., 371.

**B. & O. R. R. Co., Cleveland Provision Co. v. (901),** 12 I. C. C., 585.

**Baltimore & Ohio R. R. Co., Cleveland Stone Co. v.,** 26 I. C. C., 717.

**Baltimore & Ohio R. R. Co., Climax Cleaner & Cleveland Paste Co. v. (U R. A.-668),** 30 I. C. C., 733.

**Baltimore & Ohio R. R. Co., Coke Producers Asso. of the Connellville Region v.,** 27 I. C. C., 125.

See *Coke Producers Asso., Connellville Region, v. B. & O. R. R. Co.*

**Baltimore & Ohio R. R. Co., Commercial Club of Duluth v.,** 27 I. C. C., 639.

**B. & O. R. R. Co., Commercial Club of Johnson City v.,** 14 I. C. C., 98.

See *Gump v. B. & O. R. R. Co.*

**Baltimore & Ohio R. R. Co. et al., Commercial Club of Omaha v.,** 19 I. C. C., 397.

See *Commercial Club of Omaha v. B. & O. R. R. Co.*

**B. & O. R. R. Co., Commercial Coal Co. v.,** 15 I. C. C., 11.

See *Commercial Coal Co. v. B. & O. R. R. Co.*

**Baltimore & Ohio R. R. Co., Consolidated Club Coal Co. v.,** 27 I. C. C., 105.

**Baltimore & Ohio R. R. Co., Constitution Stone Co. v.,** 26 I. C. C., 717.

**Baltimore & Ohio R. R. Co. et al., Copper Queen Consolidated Mining Co. v.,** 16 I. C. C., 606.

**Baltimore & Ohio R. R. Co. et al., Copper Queen Consolidated Mining Co. v.,** 18 I. C. C., 154.

See *Copper Queen Consolidated Mining Co. v. B. & O. R. R. Co.*

**Baltimore & Ohio R. R. Co. et al., Copper Queen Consolidated Mining Co. v.,** 20 I. C. C., 653.

**Baltimore & Ohio R. R. Co. et al., Corby Co., Inc., v.,** 19 I. C. C., 607.

**Baltimore & Ohio R. R. Co. et al., Crescent Coal & Mining Co. v.,** 20 I. C. C., 559.

**Baltimore & Ohio R. R. Co., Crescent Coal & Mining Co. v.,** 23 I. C. C., 81.

**Baltimore & Ohio R. R. Co., S. S. Daish & Sons v.,** 9 I. C. C., 513.

**B. & O. R. R. Co., Darling & Co. v.,** 15 I. C. C., 79.

See *Darling & Co. v. B. & O. R. R. Co.*

**Baltimore & Ohio R. R. Co., DeCamp, Lessee of St. L. Blast Furnace Co., v.,** 26 I. C. C., 355.

**Balto. & Ohio R. R. Co., Derr Manufacturing Co. v.,** 9 I. C. C., 646.

See *Derr Mfg. Co. v. Penn. R. R. Co.*

**Baltimore & Ohio R. R. Co. et al., Detroit Copper Mining Co. of Arizona v.,**  
16 I. C. C., 606.

**B. & O. R. R. Co., Dewey Brothers Co. v.,** 11 I. C. C., 475, 481.

See Dewey Bros. Co. v. B. & O. R. R. Co.

**Baltimore & Ohio R. R. Co., Diamond Coal & Coke Co. v.,** 22 I. C. C., 129.

**Baltimore & Ohio R. R. Co., Dilkes & Co. v.,** 24 I. C. C., 704.

**Baltimore & Ohio R. R. Co., Dilkes & Co. v. (U. R. A.-430),** 29 I. C. C., 721.

**Baltimore & Ohio R. R. Co., Dixie Salt Works v.,** 18 I. C. C., 51.

**Baltimore & Ohio R. R. Co., Dowd Knife Works v.,** 22 I. C. C., 662.

**Baltimore & Ohio R. R. Co., Elk Cement and Lime Co. v.,** 22 I. C. C., 84.

See Elk Cement & Lime Co. v. B. & O. R. R. Co.

**Baltimore & Ohio R. R. Co., England & Co. v.,** 13 I. C. C., 614.

**B. & O. R. R. Company, Export Shipping Co. v.,** 14 I. C. C., 437.

See Export Shipping Co. v. B. & O. R. R. Co.

**Baltimore & Ohio R. R. Co. et al., Federal Sugar Refining Co. of Yonkers v.,**  
17 I. C. C., 40.

See Federal Sugar Refining Co., etc., v. B. & O. R. R. Co.

**Baltimore & Ohio R. R. Co. et al., Federal Sugar Refining Co. v.,** 20 I. C.  
C., 200.

See Federal Sugar Refining Co., etc., v. B. & O. R. R. Co.

**Baltimore & Ohio R. R. Co. et al., Federal Sugar Refining Co. v.,** 21 I. C.  
C., 659.

**Baltimore & Ohio R. R. Co., Fee Crayton Hardwood Lumber Co. v.,** 26 I. C.  
C., 720.

**Baltimore & Ohio R. R. Co. et al., Garden City Sand Co. v.,** 21 I. C. C., 659.

**B. & O. R. R. Co., Georges' Creek Basin Coal Co. of Allegany Co., Maryland,**  
v., 14 I. C. C., 127.

See Georges' Creek Basin Coal Co., etc., v. B. & O. R. R. Co.

**B. & O. R. R. Co., Glade Coal Co. v.,** 10 I. C. C., 226.

See Glade Coal Co. v. B. & O. R. R. Co.

**B. & O. R. R. Co., Globe-Wernicke Co. v.,** 11 I. C. C., 156.



- Baltimore & O. R. R. Co., Grasselli Chemical Co. v.** (U. R. A.-131), 27 I. C. C., 711.
- B. & O. R. R. Co., Green Bay Business Men's Asso. v.**, 15 I. C. C., 59.  
See Green Bay Business Men's Asso. v. B. & O. R. R. Co.
- B. & O. R. R. Co., Gump v.** (1106), 12 I. C. C., 588.
- B. & O. R. R. Co., Gump v.**, 14 I. C. C., 98.  
See Gump v. B. & O. R. R. Co.
- Baltimore & Ohio R. R. Co., Harvard & Co. v.**, 4 I. C. C., 212.  
See Harvard & Co. v. Penn. Co.
- B. & O. R. R. Co., Hecker-Jones-Jewell Milling Co. v.**, 14 I. C. C., 356.  
See Hecker-Jones-Jewell Milling Co. v. B. & O. R. R. Co.
- Baltimore & Ohio R. R. Co., Hedden-Clark Lumber Co. v.** (U. R. A.-301), 28 I. C. C., 727.
- Baltimore & Ohio R. R. Co. et al., Herbeck-Demer Co. v.**, 17 I. C. C., 88.
- Baltimore & Ohio R. R. Co. et al., Hitchman Coal & Coke Co. v.**, 16 I. C. C., 512.  
See Hitchman Coal & Coke Co. v. B. & O. R. R. Co.
- Baltimore & Ohio R. R. Co. et al., Hitchman Coal & Coke Co. v.**, 17 I. C. C., 473.
- Baltimore & Ohio R. R. Co., Holverscheid & Co. v.** (U. R. A.-299), 28 I. C. C., 727.
- Baltimore & Ohio R. R. Co. et al., Hutchison-McCandlish Coal Co. v.**, 16 I. C. C., 360.
- B. & O. R. R. Co., Jackson & Co. v.** (1022), 12 I. C. C., 587.
- Baltimore & Ohio R. R. Co., Judd & Detweiler (Inc.) v.**, 30 I. C. C., 455.
- Baltimore & Ohio R. R. Co., Justice, C. G. Co. v.**, 21 I. C. C., 66.
- Baltimore & Ohio R. R. Co. et al., Kansas City Transportation Bureau of the Commercial Club v.**, 21 I. C. C., 664.
- B. & O. R. R. Co., Kindel, George J., v.**, 11 I. C. C., 495.  
See Kindel v. B. & O. R. R. Co.
- Baltimore & Ohio R. R. Co., Kohlenberg v.** (3365), 29 I. C. C., 709.

**Baltimore & Ohio R. R. Co. et al, Lammers, C. A. Bottling Co. v.,** 18 I. C. C., 354.

**Baltimore & Ohio R. R. Co. et al, Liverpool Salt & Coal Co. et al. v.,** 18 I. C. C., 51.

**Baltimore & Ohio R. R. Co. et al, Loch, Lynn Construction Co. v.,** 17 I. C. C., 396.

**B. & O. R. R. Co., Love-Thomas Co. v.,** 14 I. C. C., 98.

See Gump v. B. & O. R. R. Co.

**Baltimore & Ohio R. R. Co. et al, Lynah & Read et al. v.,** 18 I. C. C., 38.

See Lynah & Read v. B. & O. R. R. Co.

**B. & O. R. R. Co., Marshall Oil Co. v. (843),** 12 I. C. C., 582.

**Balto. & Ohio R. R. Co., McClelen, E. D., v.,** 6 I. C. C., 588.

**Baltimore & Ohio R. R. Co., Memphis Freight Bureau v.,** 28 I. C. C., 543.

**Baltimore & Ohio R. R. Co., Merchants & Mfrs. Asso. v.,** 30 I. C. C., 388.

See Merchants & Mfrs. Asso. v. B. & O. R. R. Co.

**Baltimore & Ohio R. R. Co., Merchants Coal Co. v. (1282),** 29 I. C. C., 708.

**Baltimore & Ohio R. R. Co., Merchants Exchange of St. Louis, Mo., v.,** 30 I. C. C., 700.

**Baltimore & Ohio R. R. Co., Metropolis Bending Co. v. (U. R. A-368),** 28 I. C. C., 736.

**Baltimore & Ohio R. R. Co., Middleburg Stove Co. v. (U. R. A.-491),** 29 I. C. C., 729.

**Baltimore & Ohio R. R. Co., Montell, Edwin E., v.,** 7 I. C. C., 412.

**Baltimore & Ohio R. R. Co., Morris Iron Co. v.,** 26 I. C. C., 240.

See Morris Iron Co. v. B. & O. R. R. Co.

**Baltimore & Ohio R. R. Co., Motorcycle Mfrs. Asso. v.,** 26 I. C. C., 127.

**Baltimore & Ohio R. R. Co., Muehleback Brewing Co. v.,** 26 I. C. C., 718.

**Baltimore & Ohio R. R. Co., National Coal Co. v.,** 23 I. C. C., 711.

**Baltimore & Ohio R. R. Co., National Coal Co. v.,** 28 I. C. C., 442.

**Baltimore & O. R. R. Co., National Coal Co. v. (U. R. A.-617),** 30 I. C. C., 725.

**Baltimore & Ohio R. R. Co., National Hay Asso. v.,** 9 I. C. C., 264.

**B. & O. R. R. Co., National Machinery & Wrecking Co. v.**, 11 I. C. C., 581.

See *National Machinery & Wrecking Co. v. P., C. & St. L. Ry. Co.*

**Baltimore & Ohio R. R. Co. et al., National Paving Brick Manufacturers' Association v.**, 17 I. C. C., 197.

**Baltimore & Ohio R. R. Co., National Rolling Mill Co. v.**, 18 I. C. C., 604.

**Baltimore & Ohio R. R. Co., National Wholesale Lumber Dealers' Asso. v.**, 9 I. C. C., 87.

**B. & O. R. R. Co., Newman, M., v.**, 11 I. C. C., 517.

**Baltimore & Ohio R. R. Co., N. Y. Board of Trade and Transportation v.**, 4 I. C. C., 447.

See *N. Y. Board of Trade, etc., v. Penn. R. R. Co.*

**Baltimore & Ohio R. R. Co., New York Produce Exchange v.**, 7 I. C. C. 612.

**Baltimore & Ohio R. R. Co. et al., Noble, William K., v.**, 20 I. C. C., 72.

See *Noble v. B. & O. R. R. Co.*

**Baltimore & Ohio R. R. Co. et al., Noble, William K., v.**, 20 I. C. C., 656.

See *Noble v. B. & O. R. R. Co.*

**Baltimore & Ohio R. R. Co., Noble v.**, 22 I. C. C., 432.

See *Noble v. B. & O. R. R. Co.*

**Baltimore & Ohio R. R. Co. et al., Old Dominion Copper Mining & Smelting Co. v.**, 17 I. C. C., 608.

**Baltimore & Ohio R. R. Co., Owens Bottle Machine Co. v. (5765),** 28 I. C. C., 718.

**Baltimore & Ohio R. R. Co., Peabody Coal Co. v.**, 24 I. C. C., 703.

**Baltimore & Ohio R. R. Co. et al., Pitcairn Coal Co. v.**, 20 I. C. C., 654.

**Baltimore & Ohio R. R. Company, Pittsburgh, Cincinnati & St. Louis Ry. Co. v.**, 3 I. C. C., 465.

See *Pittsburgh, Cinn. & St. L. Ry. Co. v. B. & O. R. R. Co.*

**Baltimore & Ohio R. R. Co. et al., Pope Manufacturing Co. v.**, 17 I. C. C., 400.

**Baltimore & Ohio R. R. Co. et al., Poplar Bluff Light & Power Co. v.**, 20 I. C. C., 658.

**Baltimore & Ohio R. R. Co., Portsmouth Coal Co. v.**, 23 I. C. C., 510.

**Baltimore & Ohio R. R. Co., Proctor & Gamble v.**, 4 I. C. C., 87, 443.

See Proctor & Gamble v. C., H. & D. R. R. Co.

**Baltimore & Ohio R. R. Co., Proctor & Gamble Co. v.**, 9 I. C. C., 440.

See Proctor & Gamble Co. v. C., H. & D. Ry. Co.

**B. & O. R. R. Co., Rail & River Coal Co. v.**, 14 I. C. C., 86.

See Rail & River Coal Co. v. B. & O. R. R. Co.

**B. & O. R. R. Company, Red Rock Fuel Company v.**, 11 I. C. C., 438.

**Baltimore & Ohio R. R. Co., Riddle, Dean & Co. v.**, 1 I. C. C., 372.

See Riddle, Dean & Co. v. Baltimore & Ohio R. R. Co.

**Baltimore & Ohio R. R. Co., Riddle, Dean & Co. v.**, 1 I. C. C., 608.

**Baltimore & Ohio R. R. Co. et al., Robinson Clay Product Co. v.**, 19 I. C. C., 614.

**Baltimore & Ohio R. R. Co., Robinson Clay Product Co. v.**, 25 I. C. C., 707.

**Baltimore & Ohio R. R. Co., Robinson Clay Product Co. v. (U. R. A-440).**  
29 I. C. C., 722.

**Baltimore & Ohio R. R. Co., Rogers & Prinkey v.**, 30 I. C. C., 32.

**Baltimore & Ohio R. R. Co., Rosenbaum Bros. v.**, 24 I. C. C., 287.

**Baltimore & Ohio R. R. Co., Scandinavian American Trading Co. v. (U. R. A.-388),** 28 I. C. C., 739.

**Baltimore & Ohio R. R. Co., Southern Paint & Glass Co. v.**, 6 I. C. C., 284.

**B. & O. R. R. Co., Sprigg, Thomas F., v.**, 8 I. C. C., 443.

See Sprigg v. B. & O. R. R. Co.

**B. & O. R. R. Co., Summers-Parrott Hardware Co. v.**, 14 I. C. C., 98.

See Gump v. B. & O. R. R. Co.

**Baltimore & Ohio R. R. Co. et al., Swift & Co. v.**, 21 I. C. C., 241.

**Baltimore & Ohio R. R. Co. et al., Tygarts River Coal Co. v.**, 16 I. C. C., 605.

**B. & O. R. R. Co. United States v.**, 15 I. C. C., 470.

**B. & O. R. R. Co., Walker v.**, 12 I. C. C., 196.

**Baltimore & Ohio R. R. Co., Warner, H. H., v.**, 4 I. C. C., 32.

See Warner v N. Y. C. & H. R. R. R. Co.

- Baltimore & Ohio S. W. R. R. Co., Washburn-Crosby Milling Co. (Inc.) v.**  
(U. R. A.-480), 29 I. C. C., 727.
- Baltimore & Ohio R. R. Co., Western Lumber & Pole Co. v.,** 26 I. C. C., 711.
- Baltimore & Ohio R. R. Co., West Virginia Rail Co. v.,** 26 I. C. C., 622.
- Baltimore & Ohio R. R. Co. et al., Wheeling Corrugating Co. v.,** 18 I. C. C., 125.
- Baltimore & Ohio R. R. Co. et al., Wilkes Martin Wilkes Co. v.,** 18 I. C. C., 610.
- Baltimore & Ohio R. R. Co., Wright-Bachman Co. v.,** 26 I. C. C., 720.
- Baltimore & Ohio Chicago Term'l R. R. Co., Capital Electric Co. v.,** 26 I. C. C., 472.
- See Capital Electric Co. v. B. & O. C. T. R. R. Co.
- Baltimore & Ohio Chicago Terminal R. R. Co., Continental Oil Co. v.,** 22 I. C. C., 669.
- Baltimore & Ohio Chicago Terminal R. R. Co., Ludowici-Celadon Co. v.,** 22 I. C. C., 658.
- Baltimore & Ohio Chicago Terminal R. R. Co. et al., Standard Oil Co. v.,** 20 I. C. C., 669.
- Baltimore & Ohio Southwestern R. R. Co., American Pad & Textile Co. v.,** 21 I. C. C., 665.
- Baltimore & Ohio Southwestern R. R. Co., C. S. Bell Co. v.,** 9 I. C. C., 632.
- Baltimore & Ohio Southwestern R. R. Co. et al., Berlin Machine Works v.,** 20 I. C. C., 667.
- Baltimore & Ohio Southwestern R. R. Co. et al., Buffalo Hardwood Lumber Co. v.,** 21 I. C. C., 536.
- Baltimore & Ohio S. W. R. R. Co., Central Refining Co. v. (U. R. A-553),** 30 I. C. C., 717.
- B. & O. Southwestern R. R. Co., Charlotte Shippers' Asso. v.,** 11 I. C. C., 108.
- See Charlotte Shippers' Asso. v. S. Ry. Co.
- Baltimore & Ohio Southwestern R. R. Co. et al., Cincinnati & Columbus Traction Co. v.,** 20 I. C. C., 486.
- See Cincinnati & Columbus Traction Co. v. B. & O. S. W. R. R. Co.
- B. & O. Southwestern R. R. Co., Cincinnati Chamber of Commerce & Merchants' Ex. v.,** 10 I. C. C., 378.
- See Cinn. Chamber of Commerce & Merchants' Ex. v. Baltimore & Ohio S. W. R. R. Co.

- B. & O. Southwestern R. R. Co., Globe-Wernicke Co. v.**, 11 I. C. C., 156.
- Baltimore & Ohio Southwestern R. R. Co. et al, Copper Queen Consolidated Mining Co. v.**, 19 I. C. C., 613.
- Baltimore & Ohio Southwestern R. R. Co. et al, Day, J. H. Co. v.**, 19 I. C. C., 577.
- Baltimore & Ohio Southwestern R. R. Co., Day Co. v.**, 24 I. C. C., 710.
- Baltimore & Ohio Southwestern R. R. Co. et al, Lindsay Bros. v.**, 6 I. C. C., 16.
- See *Lindsay v. B. & O. S. W. R. R. Co.*
- Baltimore & Ohio Southwestern R. R. Co., Lone Star Brewing Co. v.**, 26 I. C. C., 712.
- Baltimore & Ohio Southwestern R. R. Co., Maxey v.**, 26 I. C. C., 506.
- Baltimore & Ohio Southwestern R. R. Co., National Hay Asso. v.**, 9 I. C. C., 264.
- Baltimore & Ohio Southwestern Ry. Co., National Pickle & Canning Co. v.**, 25 I. C. C., 713.
- B. & O. Southwestern R. R. Co., Newman, M., v.**, 11 I. C. C., 517.
- Baltimore & Ohio Southwestern Ry. Co., N. Y. Produce Ex. v.**, 7 I. C. C., 612.
- See *N. Y. Produce Exchange v. B. & O. R. R. Co.*
- Baltimore & Ohio Southwestern R. R. Co. et al, Pleasant Hill Lumber Co. v.**, 16 I. C. C., 335.
- Baltimore & Ohio Southwestern R. R. Co., Proctor & Gamble Co. v.**, 9 I. C. C., 440.
- See *Proctor & Gamble Co. v. C., H. & D. Ry. Co.*
- Baltimore & Ohio Southwestern R. R. Co., Rice, George, v.**, 5 I. C. C., 660.
- See *Rice v. Cinn., Wash. & Balt. R. R. Co.*
- B. & O. Southwestern R. R. Co., St. Louis Hay & Grain Co. v.**, 11 I. C. C., 82.
- See *St. Louis Hay & Grain Co. v. Chicago, Burlington & Quincy R. R. Co.*
- Baltimore & Ohio Southwestern R. R. Co. et al, Sunderland Bros Co. v.**, 19 I. C. C., 616.
- Baltimore & Ohio Southwestern R. R. Co., Vincennes Bridge Co. v.**, 23 I. C. C., 719.

**B. & O. S. W. R. R. Co., White & Co. v.**, 12 I. C. C., 306.

See *White & Co. v. B. & O. S. W. R. R. Co.*

**Baltimore & Potomac R. R. Co., Perry, Charles P., v.**, 5 I. C. C., 97.

See *Perry v. Fla. Cen. & Pen. R. R. Co.*

**Baltimore & Potomac R. R. Co., Railroad Commission of Florida v.**, 5 I. C. C., 13.

See *R. R. Com. of Fla. v. Savannah, Fla. & W. Ry. Co.*

**Baltimore & Potomac R. R. Co., Rising, J. M., v.**, 5 I. C. C., 120.

**Baltimore & Potomac R. R. Co., Sprigg, Thomas F., v.**, 8 I. C. C., 443.

See *Sprigg v. B. & O. R. R. Co.*

**Baltimore & Potomac R. R. Co., Truck Farmers' Asso. of Charleston & Vicinity v.**, 6 I. C. C., 295.

See *Truck Farmers' Asso. of Charleston, etc., v. Northwestern R. R. Co. of S. C.*

**Baltimore Butchers' Abattoir & Live Stock Co. v. Philadelphia, Baltimore & Washington R. R. Co. et al.**, 20 I. C. C., 124.

**Baltimore Chamber of Commerce v. B. & O. R. Co.**, 22 I. C. C., 596.

*Cited:* *So. Ill. Millers Asso. v. L. & N. R. R. Co.*, 23 I. C. C., 673.  
Rates compared favorably in present and cited cases.

*Cited and quoted:* *B'd of Trade of Chicago v. I. C. R. R. Co.*, 26 I. C. C., 551.

"Defendant's rates to Baltimore are adjusted with relation to rates via Chicago that are not controlled by them, and also with relation to rates to other eastern points and to points in other directions. It cannot be doubted that any material reduction in these rates would be followed immediately by corresponding reductions elsewhere and would result in a readjustment of the entire rate fabric to the same relative basis as that on which it now rests. It needs no argument to show that such result would be of no material benefit to Baltimore."

*Cited and affirmed:* *Southwestern Mo. Millers' Club v. St. L. & S. F. R. R. Co.*, 29 I. C. C., 29.

The maintenance of a proportional rate from a certain point, which is less than the rates from intermediate territory to the destination under consideration, does not necessarily constitute unjust discrimination.

**Baltimore Chamber of Commerce v. Pa. R. R. Co.**, 15 I. C. C., 341.

**Baltimore, Chesapeake & A. Ry. Co., Eastern Shore Development S. S. Co. v. (5760), 28 I. C. C., 718.**

**Baltimore, Chesapeake & Richmond Steamboat Co., Alleged Unlawful Charges for Transportation of Vegetables by, 8 I. C. C., 585.**

**Baltimore, Chesapeake & Richmond Steamboat Co., Chicago Freight Bureau v., 6 I. C. C., 195.**

See Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.

**Baltimore, Chesapeake & Richmond Steamboat Co., Freight Bureau of the Cinn. Chamber of Com. v., 6 I. C. C., 195.**

See Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.

**Baltimore, Chesapeake & Richmond Steamboat Co., McClelen, E. D., v., 6 I. C. C., 588.**

**Baltimore Merchants' & Mnfrs.' Asso. v. A. C. R. Co., 23 I. C. C., 129.**

**Baltimore Merchants' & Manufacturers' Asso. v. A. C. L. R. R. Co., 22 I. C. C., 467.**

See Merchants' & Mnfrs.' Asso. of Baltimore v. A. C. L. R. R. Co.

**Baltimore Merchants' & Mnfrs.' Asso. v. P. R. Co., 23 I. C. C., 474.**

See Merchants' & Mnfrs.' Asso. of Baltimore v. P. R. R. Co.

**Baltimore Steam Packet Co., Charlotte Shippers' Asso. v., 11 I. C. C., 108.**

See Charlotte Shippers' Asso. v. S. Ry. Co.

**Baltimore Steam Packet Co., Kansas City Breweries Co. v., 26 I. C. C., 718.**

**Baltimore Steam Packet Co., Railroad Commission of Florida v., 5 I. C. C., 13.**

See R. R. Com. of Fla. v. Savannah, Fla. & W. Ry. Co.

**Baltimore Steam Packet Co., Sea Gulf Specialty Co. v., 27 I. C. C., 267.**

**Baltimore Steam Packet Co., Sea Gull Specialty Co. v. (U. R. A-619), 30 I. C. C., 726.**

**Baltimore, Md., Switching Charges, 30 I. C. C., 581.**

**Bamble Bros. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 624.**



**Banana Rates from New Orleans, La., Galveston, Tex., and other Gulf Ports to Topeka, Kans., Lincoln and Beatrice, Neb.,** 30 I. C. C., 510.

**Bancroft-Whitney Co. v. C., N. O. & T. P. R. Co.,** 24 I. C. C., 557.

**Bangor & Aroostook R. Co. v. American Agricultural Chemical Co.,** 28 I. C. C., 398.

See *American Agricultural Chemical Co. v. B. & A. R. R. Co.*

**Bangor & Aroostook R. R. Co., Boston Potato Receivers' Asso. v.,** 25 I. C. C., 159.

See *Boston Potato Receivers' Asso. v. B. & A. R. R. Co.*

**Bangor & Aroostook R. R. Co., Butler Paper Co. v. (U. R. A-372),** 28 I. C. C., 737.

**Bangor & Aroostook R. R. Co., Maine Central R. R. Co. v. (5654),** 28 I. C. C., 716.

**Bangor & Aroostook R. R. Co., O'Holloran & Jacobs v.,** 22 I. C. C., 666.

**Bankers' Association of America v. American Express Co. et al.,** 18 I. C. C., 607.

**Banner Milling Co. v. New York Central & Hudson River R. R. Co.,** 13 I. C. C., 31.

Advanced rates on grain and grain products from Buffalo, N. Y., to New York City and certain New England points held unreasonable. Carriers given a limited time within which to reduce the rates to a specified amount.

**New York Central & Hudson R. R. Co. v. Interstate Commerce Commission.**

Not reported. (See 22d Ann. Rep., 23.)

C. C. S. D. N. Y.

Commission's order held to be valid. Application for an injunction against order denied. Case withdrawn by railroads.

*Followed:* **Thornton & Chester Milling Co. v. Del., L. & W. R. Co.,** 13 I. C. C., 37.

*Followed:* **Washburn-Crosby Co. v. Erie R. Co.,** 13 I. C. C., 38.

*Followed:* **Washburn-Crosby Co. v. Lehigh Valley R. Co.,** 13 I. C. C., 39.

*Followed:* **Washburn-Crosby Co. v. Penn. R. Co.,** 13 I. C. C., 40.

*Quoted and followed:* **Banner Milling Co. v. N. Y. C. & H. R. Co.,** 14 I. C. C., 399, 400.

*Cited:* **Com. Club of Superior, Wis., v. G. N. Ry. Co.,** 24 I. C. C., 104.

*Cited:* **Flour City S. S. Co. v. L. V. R. R. Co.,** 24 I. C. C., 188.

That the imposition of the 11-cent rate to New York and the 13-cent rate to Boston and other New England points was unjust and unreasonable, and that the rate ought not to have exceeded 10 cents to New York and 12 cents to Boston.

*Rehearing:* Banner Milling Co. v. New York Central & Hudson River R. R. Co., 19 I. C. C., 128.

The former advance from Buffalo held reasonable.

**Banner Milling Co. v. N. Y. Central & Hudson River R. R. Co.**, 14 I. C. C., 398.

*Cited:* Beatrice Creamery Co. v. I. C. R. R. Co., 15 I. C. C., 128.

*Cited:* Jennison Co. v. Gt. No. Ry. Co., 18 I. C. C., 116.

Where a particular industry has grown up under rates voluntarily established and maintained by carriers, these rates cannot be advanced without considering the effect upon that industry. There is no such thing as a contract between the railway and the shipper that a certain rate shall be charged, for the railway rate is a matter of public concern, which can not ordinarily be made the subject of private contract.

*Cited and followed:* Bulte Milling Co. v. C. & A. R. R. Co., 15 I. C. C., 360.

Competition of wheat from the northwest with its manufactured product.

*Quoted:* Kansas City Trans. Bu. v. A., T. & S. F. Ry. Co., 15 I. C. C., 497.

While there is in the nature of things no estoppel of record in proceedings before this body, the Commission must of necessity, when it reaches a conclusion upon a given state of facts, adhere to that conclusion in subsequent proceedings unless some new facts or changed conditions are brought to its attention, or unless it proceeded upon some misconception in reaching the original decision.

*Cited:* Board of Trade of Chicago v. A. C. R. R. Co., 20 I. C. C., 511.

*Cited:* Com. Club of Superior, Wis., v. G. N. Ry. Co., 24 I. C. C., 104.

*Cited:* Flour City S. S. Co. v. L. V. R. R. Co., 24 I. C. C., 188.

*Rehearing:* Banner Milling Co. v. N. Y. Central & Hudson River R. R. Co., 19 I. C. C., 128.

The increase in rates formerly held unreasonable from Buffalo east, now allowed.

**Banner Milling Co. v. New York Central & Hudson River R. R. Co.**, 19 I. C. C., 128.

*Cited and adhered to:* Board of Trade of Chicago v. A. C. R. R. Co., 20 I. C. C., 506.

*Cited and followed:* Com. Club of Superior, Wis., v. G. N. Ry. Co., 24 I. C. C., 104.

*Cited:* Flour City S. S. Co. v. L., V. R. R. Co., 24 I. C. C., 188.

Rate on flour, Buffalo to Boston, of 13 cents held not excessive.

**Bannon v. Southern Express Co.**, 13 I. C. C., 516.

*Cited:* Saunders & Co. v. Sou. Ex. Co., 18 I. C. C., 419.

Express rate on fish in 200-pound barrels to St. Louis from Haines City, Fla.

**Barber Asphalt Paving Co. v. L. V. R. Co.**, 24 I. C. C., 706.

**Barber, J. B., v. L. & N. R. R. Co.**, 26 I. C. C., 719.

**Barden & Swarthout v. Lehigh Valley R. R. Co.**, 12 I. C. C., 193.

**Bare Bros. v. Southern Pacific Co. et al.**, 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

**Barker & Co. v. Gulf & Ship Island R. R. Co. et al.**, 20 I. C. C., 668.

**Barker & Co. v. G. & S. I. R. Co.**, 26 I. C. C., 712.

**Barlow, J. S., v. Missouri Pacific Ry. Co. et al.**, 18 I. C. C., 619.

**Barnard, W. W. Co. v. C., M. & St. P. R. Co.**, 26 I. C. C., 91.

**Barnard Co. v. C., M. & St. P. Ry. Co.** (U. R. A-421), 29 I. C. C., 720.

**Barnes Grocer Co. v. C., T., H. & S. E. R. Co.**, 24 I. C. C., 707.

**Barnes Grocer Co. v. St. L., I., M. & S. Ry. Co.** (U. R. A-283), 28 I. C. C., 732.

**Barnum, E. T., Iron Works v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al.**, 18 I. C. C., 94.

**Barnwell R. R. Co., Loud, P. H., Jr., v.**, 5 I. C. C., 529.

See *Loud v. So. Car. Ry. Co.*

**Barr Chemical Works v. Philadelphia & Reading Ry. Co., et al.**, 20 I. C. C., 77.

**Barr Chemical Works v. Philadelphia & Reading Ry. Co. et al.**, 21 I. C. C., 684.

**Barrett Manufacturing Co. v. Central R. R. Co. of New Jersey**, 17 I. C. C., 464.

**Barrett Manufacturing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 20 I. C. C., 79.

**Barrett Mfg. Co. v. Graham & Morton Transportation Co. et al**, 16 I. C. C., 399.

**Barrett Manufacturing Co. v. Louisville & Nashville R. R. Co.**, 15 I. C. Co., 196.

**Barrow, C. M., v. Yazoo & Miss. Valley R. R. Co.**, 10 I. C. C., 333.

**Bartles Oil Co., et al, v. Chicago, Milwaukee & St. Paul Ry. Co. et al**, 17 I. C. C., 146.

**Bartlesville Salvage Co. v. M., K. & T. R. Co.**, 25 I. C. C., 672.

**Bartlesville Supply Co. v. A., T. & S. F. Ry. Co. (U. R. A-471)**, 29 I. C. C., 726.

**Bartlett Commission Co. v. Illinois Central R. R. Co.**, 19 I. C. C., 533.

See **St. Louis Hay & Grain Co. v. M. & O. R. R. Co.**

**Bartlett Co. v. C. P. & St. L. R. Co. of Ill. (U. R. A-203)**, 27 I. C. C., 721.

**Bartling Grain Co. v. Missouri Pacific Ry. Co.**, 16 I. C. C., 494.

**Barton, Edward E. v. Chicago, Rock Island & Pacific Ry. Co.**, 5 I. C. C., 299.

See **Anthony Salt Co. v. Mo. Pac. Ry. Co.**

**Barton-Reisinger-Davis Co. v. St. Louis, Iron Mountain & Southern Ry. Co.**, 15 I. C. C., 222.

**Bary, Frederick de & Co. v. Louisiana Western R. R. Co. et al**, 18 I. C. C., 527.

**Bascom, F. H. Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al**, 17 I. C. C., 354.

*Quoted:* **Red River Oil Co. v. T. & P. Ry. Co.**, 23 I. C. C., 446.

Nothing can be clearer than that any basis for making charges for a new and independent local movement to Las Cruces must be available alike to all shippers regardless of any previous act of transportation.

*Cited:* **Scott-Mayer Commission Co. v. C., R. I. & P. Ry. Co.**, 28 I. C. C., 532.

It is not unlawful per se to make a proportional rate lower than the local rate and limit the application of that proportional to traffic coming from a specified territory.

**Bascom-Porter Co. v. A., T. & S. F. R. Co.**, 24 I. C. C., 297.

**Bash Fertilizer Co. v. Wabash R. R. Co. et al**, 18 I. C. C. 522.

**Baskerville & Rowe Co. v. Southern Pacific Co. et al**, 19 I. C. C., 615.

**Basket Rates from Points East of to Points West of the Missouri River** (U. R. A-490), 29 I. C. C., 729.

**Bass & Harbour Co. v. M., O. & G. Ry. Co.** (U. R. A-628), 30 I. C. C., 727.

**Bates, Hervey & H., Jr., v. Pa. R. R. Co.**, 3 I. C. C., 435.

*Cited:* Bates, Henry H., Jr., v. Pa. R. R. Co. 4 I. C. C., 281.

Rehearing.

*Distinguished:* Potter Mfg. Co. v. C. & G. T. Ry. Co., et al., 5 I. C. C., 518-519.

The rates on raw product and manufactured product were same to start with, while in this case the rate on unfinished furniture and cheap finished sets of furniture is the same.

It will be presumed, in the absence of proof, that the cost of manufacture is same at origin point as destination point.

*Quoted:* Potter Mfg. Co. v. C. & G. T. Ry. Co. et al., 5 I. C. C., 521.

"This Commission would not hold that a classification that was wrong should be adhered to, although its change might work injury to individuals whom the wrong classification had unduly favored."

*Cited:* F. Schumacher Milling Co. v. C., R. I. & P. R. Co., 6 I. C. C., 73.

*Cited:* Howard Mills Co. v. Mo. Pac. Ry. Co., 12 I. C. C., 262.

Held unjustifiable to change a classification when such change would materially injure an important industry, and a class of shippers who have at any given point built up an industry in reliance upon a continuation of the classification, unless the existing classification and rate is shown to operate injuriously to the complaining shipper and to give undue advantage to the other shippers.

*Cited:* Export and Domestic Rates, 8 I. C. C., 269.

For many years the carriers who are mainly engaged in the transportation of export flour have published the same rate upon wheat and flour, and the millers insist that this is conclusive against the present tariff. The Commission has often held that long-continued usage was evidence against the carrier.

*Cited:* Export and Domestic Rates, 8 I. C. C., 271.

*Cited:* Western Oregon Lumber Mfg. Asso. v. S. P. Co., 14 I. C. C., 71.

In the final report of the Bates case the Commission held that the rate upon corn and corn products should be the same, but upon a rehearing (4 I. C. C., 281), this was reconsidered and Commission refused to disturb the existing relation of rates, by which corn products took a rate  $2\frac{1}{2}$  cents per hundred above corn.

**Bates, Hervey, v. Pennsylvania R. R. Co.**, 4 I. C. C., 281.

*Cited:* Export and Domestic Rates, 8 I. C. C., 271.

Cited case was a rehearing of 3 I. C. C., 435, retracting rate, conclusion reached previously permitting the rate on corn products to be the same as the rate on corn, and refusing to disturb the former relation of rates, by which corn products took a rate 2½ cents per hundred above corn.

**Baum Coal Co. v. C. & N. W. Ry. Co.** (U. R. A-334), 28 I. C. C., 732.

**Baum Iron Co. v. C., B. & Q. R. R. Co.** (U. R. A-274), 28 I. C. C., 724.

**Baxter, G. S. & Co. v. Georgia, Southern & Florida Ry. Co.**, 21 I. C. C., 647.

**Baxter & Co. v. G., S. & F. Ry. Co.** (4323), 29 I. C. C., 710.

**Bayne, Thomas, v. St. L., I. M. & S. R. Co.**, 26 I. C. C., 720.

**Bayou City Rice Mills v. Houston & Texas Central R. R. Co. et al.**, 17 I. C. C., 628.

**Bayou City Rice Mills et al. v. Texas-New Orleans R. R. Co. et al.**, 18 I. C. C., 490.

**Beach, Hiram G., v. A. A. R. Co.**, 26 I. C. C. 410.

**Beall, O. C., v. Washington, Alexandria & Mt. Vernon Ry. Co.**, 20 I. C. C., 406.

*Cited:* Somerset v. Wash. Ry. & El. Co., 22 I. C. C., 189.

Interurban electric line held to be a "railroad" and when engaged in interstate transportation of passengers or property are amenable to the act to regulate commerce.

*Cited:* Silvester v. C. & S. Ry. Co., 22 I. C. C., 204.

The rate here is less than that concerned in cited case.

*Cited:* Bitzer v. W. V. Ry. Co., 24 I. C. C., 263.

The capitalization of the Washington-Virginia Company grossly excessive.

*Cited and followed:* Suburban Fares of W. V. Ry. Co., 26 I. C. C., 400.

The fares from points between Alexandria and Arlington Junction, upon the Mt. Vernon line, were dealt with in cited case.

*Cited:* Virginia Highlands Citizens Asso. v. W. V. Ry. Co., 30 I. C. C., 595.

The one-way fare from Washington to several points on the Mount Vernon division, just beyond Addison and Virginia Highlands, was reduced in cited case from 15 cents to 10 cents.

**Bearman Fruit Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 21 I. C. C., 674.

**Bearman Fruit Co. v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al.**, 21 I. C. C., 674.

**Beatrice Creamery Co. v. Illinois Central R. R. Co.**, 15 I. C. C., 109.

Consolidated with **Fairmont Creamery Co. v. Pacific Express Co.**, 15 I. C. C., 135, and disposed of by report in that case. The express company agreeing to issue receipts for empty cream cans to be returned to creamery.

*Cited and followed*: **Cobb v. N. P. Ry. Co.**, 20 I. C. C., 100.

Same rates on cream in cans made applicable from interstate points within 510 miles from St. Paul via Gt. Northern, Northern Pacific, and St. Paul & Sault Ste. Marie railways, as is applicable via lines of other carriers serving St. Paul.

*Followed*: **Rates on Cream and Condensed Milk**, 21 I. C. C., 528.

5-gallon cans should be charged seven-tenths of the 10-gallon can rate, and 8-gallon cans nine-tenths of that rate.

*Cited*: **Fairmont Creamery Co. v. C., B. & Q. Ry. Co.**, 22 I. C. C., 253.

*Cited*: **Bridgeman-Russell Co. v. Great Northern Express Co.**, 22 I. C. C., 575.

Rates on cream to centralizing creameries.

**Beaumont & Great Northern R. R., A., T. & S. F. R. Co. v.**, 24 I. C. C., 161.

*Cited*: **Cancellation of Joint Rates C., Z. & G. R. R. Co.**, 27 I. C. C., 365.

Cited case in point in that it involved the cancellation of joint rates in connection with a carrier whose status was rendered doubtful by the Tap Line decision. The road is longer than road involved here, owns locomotives and other equipment, engages in mail, express, and passenger business, and it has been expressly held to be a common carrier performing transportation subject to the act.

**Beaumont Chamber of Commerce v. I. & G. N. Ry. Co. (4915)**, 29 I. C. C., 710.

**Beaumont Great Northern R. R., Orange Lumber Co. v.**, 24 I. C. C., 712.

**Beaumont, Tex., Chamber of Commerce v. T. & N. O. R. Co.**, 25 I. C. C., 605.

**Beaver & Co. v. Pitts., Cinn. & St. Louis Ry. Co.**, 4 I. C. C., 733.

*Quoted*: **Procter & Gamble Co. v. C., H. & D. Ry. Co.**, 9 I. C. C., 446.

"Where two kinds of soap are made use of for the same purpose, and are advertised and held out to the world as suited for like purposes, and are substantially equal in value, they should both for purposes of transportation and rating be placed in the same classification."

**Beaver Co. v. N. Y. C. & H. R. R. Co.** (U. R. A-545), 29 I. C. C., 736.

**Beaver Dam R. R. Co., Tennessee Lumber Mfg. Co. v.** (U. R. A-448), 29 I. C. C., 723.

**Becker v. P. M. R. R. Co.**, 28 I. C. C., 645.

**Bedingfield & Co. v. Wisconsin Central Ry. Co. et al.**, 16 I. C. C., 93.

**Beebe, E. M., v. C., M. & St. P. R. Co.**, 24 I. C. C., 726.

**Beebe Co. v. O.-W. R. & N. Co.**, 26 I. C. C., 715, 720.

**Beecher & Barr v. A. C. L. R. Co.**, 22 I. C. C., 662.

**Beecher & Barr v. Chesapeake & Ohio Ry. Co. et al.**, 17 I. C. C., 609.

**Beekman Lumber Co. v. Alabama & Vicksburg Ry. Co. et al.**, 21 I. C. C., 270.

**Beekman Lumber Co. v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 16 I. C. C., 528.

*Followed:* **Continental Lumber & Tie Co. v. T. & P. Ry. Co.**, 18 I. C. C., 131.

*Quoted:* **Signor Tie Co. v. I. & G. N. R. R. Co.**, 21 I. C. C., 616.

The rates on ties should not exceed the rates upon lumber of the class and description of wood of which the ties are made.

**Beekman Lumber Co. v. Illinois Central R. R. Co. et al.**, 20 I. C. C., 98.

**Beekman Lumber Co. v. Kansas City Southern Ry. Co. et al.**, 17 I. C. C., 86.

**Beekman Lumber Co. v. Louisiana Ry. & Navigation Co. et al.**, 19 I. C. C., 343.

**Beekman Lumber Co. v. Louisiana Ry. & Navigation Co. et al.**, 21 I. C. C., 280.

**Beekman Lumber Co. v. L. R. & N. Co.**, 25 I. C. C., 171.

**Beekman Lumber Co. v. Mississippi Central R. R. Co. et al.**, 21 I. C. C., 276.

**Beekman Lumber Co. v. St. Louis & San Francisco R. R. Co. et al.**, 21 I. C. C., 270.

*Cited:* **Beekman Lumber Co. v. M. C. R. R. Co.**, 21 I. C. C., 278.

*Followed:* **Switzer & Co. v. T. & N. O. R. R. Co.**, 21 I. C. C., 291.



The practice of carriers subject to act allowing shippers furnishing them with company material, their unpublished and unfiled divisions of joint rates beyond a given junction point, has been condemned.

**Beekman Lumber Co. v. S. L. B. & S. R. Co.** (U. R. A-119), 27 I. C. C., 709.

**Beekman Lumber Co. v. St. Louis, Iron Mountain & Southern Ry. Co.**, 15 I. C. C., 274.

*Followed:* Hartman Furniture & Carpet Co. v. N. C. Ry. Co., 15 I. C. C., 531.

The informal presentation of a claim for reparation within the statutory period is sufficient to stop the running of the statute.

**Beekman Lumber Co. v. St. Louis Southwestern Ry. Co.**, 14 I. C. C., 532.

**Beggs, Edwin, v. Wabash R. R. Co.**, 16 I. C. C., 208.

*Cited:* Kaye & Carter Lum. Co. v. M. & I. Ry. Co., 16 I. C. C., 287.

*Cited:* Jobbins v. C. & N. W. Ry. Co., 17 I. C. C., 299.

There should be proper rules published in the tariffs of the carriers covering the use of available cars, rates and minimum weights.

**Behlmer, H. W., v. Memphis & Charleston R. R. Co.**, 6 I. C. C., 257.

Carriers ordered to cease charging their existing rates on hay and other articles, which are higher for the shorter haul to Summerville, S. C., than for the longer haul to Charleston, S. C., from Memphis, Tenn., on the ground that such rates are in violation of section 4.

**Behlmer v. Louisville & Nashville R. R. Co.**

71 Fed., 835. January 22, 1896.

C. C. D. S. C. Simonton, J.

Commission's order held to be invalid on the ground that competition between railroads subject to the act justifies the existing rate adjustment.

**Behlmer v. Louisville & Nashville R. R. Co.**

83 Fed., 898. November 3, 1897.

C. C. A. 4th Cir. Goff, J.

Commission's order held to be valid on the ground that the facts showed a violation of section 4.

**Louisville & Nashville R. R. Co. v. Behlmer.**

169 U. S., 644. March 28, 1898. Fuller, J.

Held that appeal to Supreme Court operates as a supersedeas and stays execution of decree of circuit court of appeals.

Louisville & Nashville R. R. Co. v. Behlmer.

175 U. S., 648. January 8, 1900. White, J.

Commission's order held to be invalid on the ground that the Commission erred in not considering competition of railroads subject to the act as an element justifying the existing rate adjustment.

**Behrend, Samuel K., v. Wash. Southern Ry. Co., 9 I. C. C., 637.**

**Belknap, C. C., Glass Co. v. P & R. R. Co., 24 I. C. C., 713.**

**Bell, C. S. Co. v. Baltimore & Ohio Southwestern R. R. Co., 9 I. C. C., 632.**

**Bell, Barker & Jennings v. Merchants' & Miners' Transportation Co., 6 I. C. C., 632.**

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

**Bell, Barker & Jennings v. Old Dominion Steamship Co., 6 I. C. C., 632.**

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

**Bellingham & Northern Ry. Stations, Cancellation of Eastbound Joint Rates from (U. R. A-522).**

**Bellingham Bay & British Columbia R. R. Co. et al., Follmer, C. C. & Co. v., 21 I. C. C., 617.**

**Bellingham Bay & British Columbia R. R. Co., Fullerton Lumber & Shingle Co. v., 25 I. C. C., 376.**

**Belt Ry. Co. of Chattanooga, American Brake Shoe & Foundry Co. v., 28 I. C. C., 350.**

**Benisch Bros. v. L. I. R. Co., 25 I. C. C., 439.**

**Benjamin Coal Co. v. P. M. R. R. Co., 28 I. C. C., 645.**

**Bennett, A. A., v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., 15 I. C. C., 301.**

*Cited:* Jones v. Sou. Ry. Co., 18 I. C. C., 151.

Assessing charges upon an established minimum for less-than-car-load shipments which are too bulky or too long to be loaded through the side door of a box car. Where such minimum was far in excess of actual weight, rule held unreasonable.

*Cited and followed:* Brunswick-Balke-Collender Co. v. C., M. & St. P. Ry. Co., 18 I. C. C., 166.

A minimum weight of 5,000 pounds held unreasonable.

*Cited:* Merchants' & Mnfrs.' Asso. v. A. C. L. R. R. Co., 22 I. C. C., 469.

*Cited:* Brunswick-B.-C. Co. v. A., T. & S. F. Ry. Co., 23 I. C. C., 398.

The rule concerning bulky articles does not apply where the shipment can be loaded into a box car.

**Benson, Cadwell B., v. Delaware, Lackawanna & Western R. R.,** 6 I. C. C., 148, 548.

**Bentley, C. S., v. Chicago & North Western Ry. Co.,** 18 I. C. C., 625.

**Bentley & Olmsted Co. et al. v. Lake Shore & Michigan Southern Ry. Co. et al.,** 17 I. C. C., 56.

*Cited:* John Taylor Dry Goods Co. v. M. P. Ry. Co., 28 I. C. C., 209.

*Cited:* Wichita Business Asso. v. A., T. & S. F. Ry. Co., 30 I. C. C., 52.

Commission declined to establish a carload rating on boots and shoes from New England points of production to Des Moines, Iowa, in cited case. Those articles generally move under an any quantity rate and no sufficient reason shown why the rule should be departed from in particular instance.

**Benton, C. O., v. St. Louis & San Francisco R. R. Co. et al.,** 20 I. C. C., 665.

**Benton Harbor-St. Joe Ry. & Light Co. v. Benton Transit Co.,** 13 I. C. C., 542.

See Benton Transit Co. v. B. H-S. J. Ry. & L. Co.

**Benton Transit Co. v. Benton Harbor-St. Joe Ry. & Light Co.,** 13 I. C. C., 542.

*Cited:* Louisville Board of Trade v. I., C. & S. Traction Co., 27 I. C. C., 499.

A through route was established by the Commission over an electric railway operating in connection with a boat line.

**Berckman Bros. v. Georgia R. R. Co. et al.,** 16 I. C. C., 603.

**Berlin Machine Works v. Baltimore & Ohio Southwestern R. R. Co. et al.,** 20 I. C. C., 667.

**Berlin Machine Works v. C., M. & St. P. R. Co.,** 24 I. C. C., 723.

**Bernheim Theodore & Co. v. O. R. & N. Co.,** 25 I. C. C., 156.

**Bernower Lumber Co. v. B. & O. R. R. Co. (6257),** 29 I. C. C., 714.

**Berry, Gilliam & Co. v. Merchants' & Miners' Trans. Co.,** 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

- Berry Lumber & Stave Co. v. M. & O. R. Co.**, 24 I. C. C., 724.
- Berthold & Jennings v. Atlantic Coast Line R. R. Co. et al.**, 18 I. C. C., 609.
- Berthold & Jennings v. Mobile & Ohio R. R. Co. et al.**, 17 I. C. C., 607.
- Berthold & Jennings v. Mobile & Ohio R. R. Co.**, 17 I. C. C., 611.
- Berthold & Jennings Lumber Co. v. A., T. & N. R. Co.** (U. R. A-172), 27 I. C. C., 717.
- Berthold & Jennings Lumber Co. v. M. & O. R. Co.** (U. R. A-140), 27 I. C. C., 712.
- Berthold & Jennings Lumber Co. v. M. & O. R. Co.**, 26 I. C. C., 717.
- Bessemer & Lake Erie R. R. Co., Butts Cannel Coal Co. v.**, 13 I. C. C., 383.  
     See *Goff-Kirby Coal Co. v. B. & L. E. R. R. Co.*
- Bessemer & Lake Erie R. R. Co., Butts Cannel Coal Co. v.**, 15 I. C. C., 553.
- Bessemer & Lake Erie R. R. Co., Goff-Kirby Coal Co. v.**, 13 I. C. C., 383.  
     See *Goff-Kirby Coal Co. v. B. & L. E. R. R. Co.*
- Bessemer & Lake Erie R. R. Co., Goff-Kirby Coal Co. v.**, 15 I. C. C., 553.
- Bessemer Refining Co. v. P. Co.** (U. R. A-457), 29 I. C. C., 724.
- Best & Co. v. M., St. P. & S. Ste. M. Ry. Co.** (5047), 30 I. C. C., 711.
- Betcher, Charles Lumber Co. v. C., M. & St. P. R. Co.**, 26 I. C. C., 335.  
     *Quoted:* *Wheeler Lumber, B. & S. Co. v. A., T. & S. F. Ry. Co.*, 30 I. C. C., 345.  
     The lumber producing territory in Oregon and Washington, divided into two districts, one north of Portland, the other south thereof, and the application of group rates on east-bound traffic detailed.
- Bewsher Co. v. U. P. R. Co.**, 22 I. C. C., 146.
- Biddle Purchasing Co. v. Baltimore & Ohio R. R. Co.**, 21 I. C. C., 679.
- Big Blackfoot Milling Co. v. Northern Pacific Ry. Co. et al.**, 16 I. C. C., 173.
- Big Cannon Ranch Co. v. Galveston, Harrisburg & San Antonio Ry. Co. et al.**, 20 I. C. C., 523.
- Big Four Coal & Coke Co. v. A., T. & S. F. R. Co.**, 24 I. C. C., 716.
- Big Four Coal & Coke Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 20 I. C. C., 659.
- Big Muddy Coal & Iron Co. v. St. L., I. M. & S. R. Co.**, 26 I. C. C., 721.

**Big Sandy & Cumberland R. R. Co. et al, Blankenship, John A., et al. v.,** 17 I. C. C., 569.

**Billings Chamber of Commerce v. A. & W. R. Co.,** 24 I. C. C., 703.

**Billings Chamber of Commerce v. Chicago, Burlington & Quincy R. R. Co.,** 19 I. C. C., 71.

**Bills of Lading, In re,** 14 I. C. C., 346.

See also In re Bills of Lading.

*Quoted:* Shaffer & Co. v. C., R. I. & P. Ry. Co., 21 I. C. C., 11.  
Uniform bill of lading recommended.

**Bills of Lading,** 29 I. C. C., 417.

**Bindres Brewery v. Pennsylvania R. R. Co.,** 18 I. C. C., 609.

**Bingham & Rose v. T. & P. Ry. Co. (U. R. A-470),** 29 I. C. C., 726.

**Birge-Forbes Co. v. M., K. & T. Ry. Co.,** 28 I. C. C., 409.

**Birmingham Freight Bureau of the Merchants' & Mnfrs.' Asso. v. L. & N. R. R. Co. (U. R. A-680),** 30 I. C. C., 734.

**Birmingham Packing Co. v. Texas & Pacific Ry. Co.,** 12 I. C. C., 29, 500.

First case cited upon later hearing (12 I. C. C., 500). The carrier could not agree upon division of the through rate made effective by Commission's order; held that the division should be on a distance basis by reason of peculiar circumstances presented in later case.

**Bisbee Board of Trade v. Southern Pacific Co. (1100),** 12 I. C. C., 588.

**Bishop, Putnam P., v. H. R. Duval, Receiver, Etc.,** 3 I. C. C. 128.

**Bituminous Coal Operators' Asso. of Central Penn. v. P. R. Co.,** 23 I. C. C., 385.

See Asso. of Bituminous Coal Operators of Central Pa. v. P. R. R. Co.

**Bitzer, J. H., v. W.-V. R. Co.,** 24 I. C. C., 255.

*Cited:* Suburban Fares on Washington-Virginia Ry. Co., 26 I. C. C., 398

The history of the Washington-Virginia Railway Company.

*Cited:* Virginia Highlands Citizens' Asso. v. W.-V. Ry. Co., 30 I. C. C., 595.

In cited case the one-way and round-trip fares of defendant were ordered reduced to certain points on both divisions and in effect ap-

proved the rates to other points. The case was a general attack on these rates.

**Black, R. R., v. G. B. R. Co.,** 23 I. C. C., 402.

**Black Horse Tobacco Co. v. Illinois Central R. R. Co. et al.,** 17 I. C. C., 588.

*Cited:* Texico Transfer Co. v. L. & N. R. R. Co., 20 I. C. C., 18.

*Cited:* De Camp Bros. & Yule Iron, C. & C. Co. v. V. & S. W. Ry., 22 I. C. C., 276.

When an initial carrier publishes a tariff naming joint rates from stations upon its lines to destinations upon a connecting line, in which tariff the connecting line does not concur, the initial line thereby becomes responsible to the shipper under its tariff. If the shipper is compelled to pay, under rates legally in effect, a greater transportation charge than that named in such tariff, he may recover from the initial carrier the difference if the rate published by it is found to be reasonable.

*Cited:* Galveston Com. Club v. A., T. & S. F. Ry. Co., 25 I. C. C., 227.

All parties to a joint rate must stand responsible for the effect of that rate.

**Black Horse Tobacco Co. v. Louisville & Nashville R. R. Co. et al.,** 17 I. C. C., 588.

See **Black Horse Tobacco Co. v. I. C. R. R. Co.**

**Blackman, John W., Jr., v. Columbia, Newberry & Laurens R. R. Co.,** 10 I. C. C., 352.

*Cited:* T. M. Kehoe & Co. v. Chas. & W. C. R. Co., 11 I. C. C., 171.

It was held that the Sou. Ry. Co. might apply to its interstate business the same storage rates prescribed for state business by Georgia Commission and the South Carolina Commission and that such rates were reasonable although much higher than those charged by warehouses for the same service of storage.

**Blackman, John W., Jr., v. Southern R. R. Co.,** 10 I. C. C., 352.

*Quoted:* Gough & Co. v. I. C. R. R. Co., 15 I. C. C., 283.

A carrier may charge more for the storage of freight after the free time period than a public warehouse would charge. The charge being assessed not simply for the service rendered but to keep the terminal facilities from becoming blockaded, a matter in which the public has an interest.

**Black Mountain Coal Land Co. v. Southern Ry. Co.,** 15 I. C. C., 286.

*Cited:* Board of Bristol, Tenn., v. V. & S. W. Ry. Co., 15 I. C. C., 458.

The Southern Railway admits that its divisions of certain through rates on coal give it a profit.

*Cited:* Board of Trade of Winston-Salem v. N. & W. Ry. Co., 16 I. C. C., 18.

*Cited:* Stone & Son v. S. Ry. Co., 29 I. C. C., 700.

Coal rates from Tennessee fields into Carolina territory considered, which brought under general review the rates from Virginia.

*Cited:* Andy's Ridge Coal Co. v. Sou. Ry. Co., 18 I. C. C., 408.

*Cited:* Victor Mfg. Co. v. S. Ry. Co., 27 I. C. C., 661.

Differential of 25c per ton fixed on coal between Coal Creek and Appalachia to Carolina territory.

*Cited:* Victor Mfg. Co. v. S. Ry. Co., 21 I. C. C., 223

*Distinguished:* Stonega Coal & Coke Co. v. L. & N. R. R. Co., 23 I. C. C., 24.

St. Charles and Appalachia are on the same road, whereas Norton is on the L. & N., while Stonega is on the Interstate Railroad.

*Cited:* Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 26 I. C. C., 654.

It is a rule of well-nigh universal application that as distance increases difference in distances becomes relatively less important.

**Black Mountain Ry. Co., Virginia-Lee Co. v.** (1178), 14 I. C. C., 635.

**Black Rock Manufacturers' Association v. Pennsylvania R. R. Co. et al,** 17 I. C. C., 607.

**Blackville, Alston & Newberry R. R. Co., Loud, P. H., Jr., v.,** 5 I. C. C., 529.

See Loud v. So. Car. Ry. Co.

**Blackwell Milling & Elevator Co. v. A., T. & S. F. R. Co.,** 22 I. C. C., 665.

**Blackwell Milling & Elevator Co v. Missouri, Kansas & Texas Ry. Co.,** 12 I. C. C., 23.

*Followed:* Ponca City Mill Co. v. M., K. & T. Ry. Co., 12 I. C. C., 26.

**Blake & Co. v. C. V. R. Co. (U. R. A.-241),** 27 I. C. C., 726.

**Blake, B. E. & Son Hardware & Manufacturing Co. v. Baltimore & Ohio R. R. Co. et al,** 20 I. C. C., 139.

**Blake, Moffet & Towne v. Chicago, Milwaukee & St. Paul Ry. Co. et al,** 17 I. C. C., 620.

**Blakenship, John A. et al. v. Big Sandy & Cumberland R. R. Co. et al,** 17 I. C. C., 569.

**Blakely Southern R. R. Co., A. C. L. R. Co. v.,** 26 I. C. C., 344.

**Blakelee Mfg. Co. v. P. R. R. Co.** (5863), 29 I. C. C., 712.

**Blatz, Val, Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co.,** 18 I. C. C., 626.

**Blinn, L. W. Lumber Co. v. Southern Pacific Co. et al,** 18 I. C. C., 430.

*Followed:* Blodgett Milling Co. v. C., I. & S. R. R. Co., 18 I. C. C., 439.

*Followed:* Shoecraft & Son Co. v. I. C. R. R. Co., 19 I. C. C., 492.

*Followed:* St. Louis Blast Furnace Co. v. V. Ry. Co., 21 I. C. C., 216.

*Followed:* Standard Oil Co. v. C. I. T. R. R. Co., 21 I. C. C., 460.

*Followed:* St. Louis Blast Furnace Co. v. V. Ry. Co., 24 I. C. C., 364.

*Followed:* Arkansas Fertilizer Co. v. St. L., I., M. & S. Ry. Co., 25 I. C. C., 267.

*Followed:* St. Louis Blast Furnace Co. v. L. & N. R. R. Co., 26 I. C. C., 356.

*Followed:* Du Pont De Nemours Powder Co. v. P. R. R. Co., 27 I. C. C., 59.

Where more than two years elapsed between the delivery of a shipment and the institution of the proceeding for reparation, the claim will be barred by statute of limitations, the statute begins to run from date of delivery.

See *Louisville Cement Co. v. L. & N. R. R. Co.*, 28 I. C. C., 732.

**Bliss-Cook Oak Co. v. B. & O. R. R. Co.,** 26 I. C. C., 720.

**Block, A. S. & Co. v. Louisville & Nashville R. R. Co.,** 18 I. C. C., 372.

**Block-Pollak Iron Co. v. C. & N. W. R. Co.,** 22 I. C. C., 670.

**Block-Pollak Iron Co. v. Houston East & West Texas Ry. Co.,** 19 I. C. C., 505.

**Block-Pollak Iron Co. v. St. L., I. M. & S. R. Co.,** 22 I. C. C., 662.

**Blocker-Miller Co. v. Texas & Pacific Ry. Co. et al,** 18 I. C. C., 129.

**Blodgett v. Rock Island & Pacific Ry. Co.** (1066), 12 I. C. C., 588.

**Blodgett v. St. Louis & San Francisco R. R. Co.** (1731), 14 I. C. C., 642.

**Blodgett Milling Co. v. Chicago, Indiana & Southern R. R. Co. et al,** 18 I. C. C., 439.

**Blodgett Milling Co. v. Chicago, Indiana & Southern Ry. Co. et al,** 21 I. C. C., 674.

**Blodgett Milling Co. v. Chicago, Milwaukee & St. Paul Ry. Co.** 15 I. C. C., 277.



**Blodgett Milling Co. v. Chicago, Milwaukee & St. Paul et al.**, 16 I. C. C., 384.

**Blodgett Milling Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 17 I. C. C., 587.

**Blodgett Milling Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 21 I. C. C., 665.

**Blodgett Milling Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 19 I. C. C., 603.

**Blodgett Milling Co. v. C., M. & St. P. R. Co.**, 23 I. C. C., 448.

**Blodgett Milling Co. v. C., M. & St. P. R. Co.**, 24 I. C. C., 714.

**Bluefield Shippers' Asso. v. N. & W. R. Co.**, 22 I. C. C., 519.

*Cited*: West Virginia Rail Co. v. B. & O. R. R. Co., 26 I. C. C., 625.  
Rates via the Norfolk & Western Ry. to Lynchburg, one of the so-called Virginia cities, are made under competitive conditions.

*Cited*: Washington Milling Co. v. N. & W. Ry. Co., 27 I. C. C., 547.

*Cited*: Page Milling Co. v. N. & W. Ry. Co., 30 I. C. C., 607.

Rates on grain products Cincinnati and Columbus to Bluefield fixed at 13 cents in cited case.

**Blue Grass Lumber Co. v. L. & N. R. R. Co.**, 26 I. C. C., 438.

**Blue Lick Springs Co. v. Louisville & Nashville R. R. Co.**, 16 I. C. C., 608.

**Blue Valley Creamery Co. v. Michigan Central R. R. Co.**, 15 I. C. C., 109.

See Beatrice Creamery Co. v. I. C. R. R. Co.

**Bluff City Oil Co. v. St. Louis, Iron Mountain & Southern Ry. Co.**, 16 I. C. C., 296.

**Blume & Co. v. Wells, Fargo & Co.**, 15 I. C. C., 53.

*Cited*: Carstens Packing Co. v. O. R. R. & N. Co., 17 I. C. C., 127.

The Commission has never assumed to have jurisdiction to award reparation for loss or damage arising from destruction of property from accident, loss by stealing or fire or any other claim not arising from any duty imposed by the act to regulate commerce.

*Distinguished*: Noble v. J., L. C. & E. R. R. Co., 20 I. C. C., 521.

The claim here is for damage suffered due to the imposition of an unjust and unreasonable freight charge. A damage that may be measured by the difference between the rate which would have applied for the transportation via the route directed and the rate imposed for the transportation via the route of actual movement.

**Blumenstein, William H., v. Philadelphia & Reading Ry. Co. et al**, 21 I. C. C., 90.

**Board of Agriculture, Forestry & Immigration et al v. Kentucky & Indiana Bridge & R. R. Co. et al**, 18 I. C. C., 612.

**Board of Improvement, Fort Smith, Ark., v. St. L. & S. F. R. Co.**, 26 I. C. C., 539.

*Cited*: Merchants' Frt. Bu. v. A., T. & S. F. Ry. Co., 26 I. C. C., 543.  
The record in cited case was stipulated into present case.

**Board of Improvement, Fort Smith, Ark., v. St. L. & S. F. R. Co.**, 26 I. C. C., 541.

**Board of Mayor & Aldermen of the City of Bristol, Tenn., v. Southern Ry. Co.**, 15 I. C. C., 487.

**Board of Mayor & Aldermen of the City of Bristol, Tenn., v. Virginia & Southwestern Ry. Co.**, 15 I. C. C., 453.

*Cited*: Board of Bristol, Tenn., v. Sou. Ry. Co., 15 I. C. C., 490.

The distance from Middlesboro to Bristol is so much greater than from Appalachia to Bristol that the coal rate from former field could not be made low enough to bring about competition where the present rates are \$1.20 per ton against 75c.

**Board of R. R. & Warehouse Comm'ers of the State of Missouri v. Eureka Springs Ry. Co.**, 7 I. C. C., 69.

*Cited*: Aitz v. Seaboard Air Line Ry., 11 I. C. C., 462.

Under ordinary circumstances the through interstate passenger fare should not exceed the sum of the local fares, but there is no requirement of the Act to command this and through rates higher than the sum of the locals prescribed by statute in adjacent states have been held reasonable by the Commission.

*Cited and followed*: Brabham v. Atlantic C. L. R. Co., 11 I. C. C., 474.

*Cited*: R. R. Com. of Ark. v. St. L. & N. Ark. R. R. Co., 12 I. C. C., 234.

*Cited*: Coffeyville Brick & Tile Co. v. St. L. & S. F. R. Co., 12 I. C. C., 499.

*Cited*: Montgomery Frt. Bureau v. N. Ry. of Ala., 14 I. C. C., 151.

*Cited*: Kurtz v. Penn. Co., 16 I. C. C., 412.

*Cited*: R. R. Com. of Ark. v. M. & N. A. R. R. Co., 30 I. C. C., 488.

An interstate fare from Arkansas into Missouri made up of a combination of 5 cents in Arkansas and 4 cents in Missouri reduced to 6½ cents in cited case.

See also Eureka Springs Ry. Co. v. Board R. R. & Warehouse Com'rs of Mo.

**Board of R. R. Com'rs of the State of Iowa v. A. E. R. R. Co.**, 28 I. C. C., 193, 563.

See Iowa State Board of R. R. Com'rs v. Ariz. & East. R. R. Co.

**Board of R. R. Com'rs of Iowa v. A., T. & S. F. R. Co.** (U. R. A.-222), 27 I. C. C., 724.

**Board of R. R. Com'rs of Iowa v. C., R. I. & P. Ry. Co.**, 29 I. C. C., 396.

**Board of R. R. Commissioners of Iowa v. Illinois Central R. R. Co. et al.** 20 I. C. C., 181.

See R. R. Com'rs of Iowa v. I. C. R. R. Co.

**Board of R. R. Commissioners of South Carolina v. Florence R. R. Co.**, 8 I. C. C., 1.

**Board of R. R. Commissioners of the State of Kansas v. Adams Express Co. et al.**, 21 I. C. C., 283.

**Board of R. R. Commissioners of the State of Kansas v. Atchison, Topeka & Santa Fe Ry. Co.**, 8 I. C. C., 304.

*Quoted*: Mayor of Wichita v. M. P. Ry. Co., 10 I. C. C., 45.

*Cited*: Howard Mills Co. v. Mo. Pac. Ry. Co., 12 I. C. C., 263.

In reviewing Kaufman Milling Company case it was found "that it did not appear in the present proceeding that any new conditions had come into existence, or that old conditions had been essentially modified."

*Cited*: Cattle Raisers' Asso. v. C., B. & Q. R. Co., 10 I. C. C., 107.

*Cited*: Cattle Raisers' Asso. v. C., B. & Q. Ry. Co., 12 I. C. C., 514.

As a matter not of law but of discretion, when a certain situation has been fully considered and a decision reached that decision will ordinarily control in the absence of changed conditions both between the same parties and between other parties.

*Cited and distinguished*: Texas Brewing Co. v. A., T. & S. F. Ry. Co., 21 I. C. C., 175.

The question here involved is not whether defendants may lawfully make a difference between the rates on barley and malt, but whether the rates on malt are reasonable.

*Cited*: Electric Malting Co. v. A., T. & S. F. Ry. Co., 23 I. C. C., 381.

*Cited*: Malt Rates to Texas Points, 30 I. C. C., 385.

Same differential between malt and barley as between flour and wheat, viz: 5 cents, prescribed.

**Board of R. R. Commissioners of Kansas v. A., T. & S. F. R. Co., 22 I. C. C., 407.**

*Cited:* Fourth Section Applications, 24 I. C. C., 192.

Rates on salt to the Mississippi River and points west from points of production in Michigan and Kansas considered.

*Quoted:* Page Milling Co. v. N. & W. Ry. Co., 30 I. C. C., 612.

"A narrowing market, increased cost of production, overproduction, and many other conditions may render an industry unprofitable, without showing the freight rate to be unreasonable."

**Board of Commissioners of Kansas v. M. P. R. Co., 22 I. C. C., 24.**

**B'rd of R. R. Com'ners of the State of Ky. v. Cinn., N. O. & Tex. Pacific Ry. Co., 7 I. C. C., 380.**

**Board of R. R. Commissioners of Montana v. C., B. & Q. R. Co., 25 I. C. C., 371.**

**Board of R. R. Comr's of Montana v. C., B. & Q. R. R. Co. (U. R. A.-670), 30 I. C. C., 733.**

**Board of R. R. Commissioners of Montana v. D. & R. G. R. Co., 27 I. C. C., 522.**

**Board of R. R. Com'rs of Montana v. G. N. R. Co. (U. R. A-124), 27 I. C. C., 710.**

**Board of Com'rs of Montana v. Great Northern Exp. Co. (5199), 28 I. C. C., 714.**

**Board of R. R. Com. of Montana v. N. P. R. Co., 26 I. C. C., 482.**

**Board of R. R. Com. of Montana v. O. S. L. R. Co., 26 I. C. C., 714.**

**Board of R. R. Com'rs of Montana, in behalf of L. H. Van Dyck Co., v. N. P. R. Co. (U. R. A.-157), 27 I. C. C., 715.**

**Board of Trade & Cotton Exchange of Meridian v. A. G. S. R. R. Co., 28 I. C. C., 360.**

**Board of Trade of Alton v. C. & A. R. R. Co., 28 I. C. C., 589.**

See Alton Board of Trade v. Chicago & Alton Ry. Co.

**Board of Trade of Carnegie v. P. Co., 28 I. C. C., 122.**

**Board of Trade of Carrollton, Ga., v. C. of G. Ry. Co., 28 I. C. C., 154.**

*Cited:* Montezuma, Ga., v. C. of G. Ry. Co., 28 I. C. C., 284.

The situation in cited case is similar in its general aspects to that in present case.

*Cited:* Douglas, Ga., v. A., S. & A. R. R. Co., 28 I. C. C., 451.  
The application of basing-point system of rate-making considered.

*Cited:* Texarkana Frt. Bu. v. St. L., I. M. & Sou. Ry. Co., 28 I. C. C., 569; 582.

*Cited:* Fourth Section Violations in the Southeast, 30 I. C. C., 313.

"In the making of joint through rates on long-distance traffic to local or non-competitive points, the differentials above the rates to the basing points should bear some reasonable relation to the total distance involved."

**Board of Trade of Chattanooga, Tenn., v. East Tenn., Va. & Georgia Ry. Co.,**  
5 I. C. C., 546.

Carriers ordered to cease charging existing rates from the Atlantic seaboard, which are higher for the shorter haul to Chattanooga, Tenn., than for the longer haul to Nashville, Tenn., on the ground that the existing rates are in violation of section 4.

**Interstate Commerce Commission v. East Tennessee, Virginia & Georgia Ry. Co.**

85 Fed. 107. February 2, 1898.

C. C., E. D. Tenn., S. D. Severens, J.

Commission's order held to be valid on ground that facts show a violation of sections 3 and 4.

**East Tennessee, Virginia & Georgia Ry. Co. v. Interstate Commerce Commission.**

99 Fed. 52. November 13, 1899.

C. C. A., 6th Cir. Taft, J.

Commission's order held to be valid on ground that facts show a violation of sections 3 and 4.

**East Tennessee, Virginia & Georgia Ry. Co. v. Interstate Commerce Commission.**

181 U. S. 1. April 8, 1901. White, J.

Commission's order held to be invalid on ground that Commission erred in not considering competition between carriers subject to the act as an element creating dissimilarity of circumstances that justifies the existing rate adjustment.

*Cited:* H. W. Behlmer v. Memphis & Charleston R. Co., 6 I. C. C., 263.

*Cited:* Fourth Section Violations in the Southeast, 30 I. C. C., 261.

Fourth section construction.

*Cited:* H. W. Behlmer v. Memphis & Charleston R. Co., 6 I. C. C., 264.

*Cited:* Fewell v. Richmond & D. R. Co., 7 I. C. C., 373.

One transportation line cannot be said to meet the competition of another transportation line for the carrying trade of any particular locality, unless the latter line could and would perform the services alone if the former did not undertake it.

*Re-investigation*: Chamber of Commerce of Chatt. v. S. Ry. Co., 10 I. C. C., 113.

The petition filed by Commission to enforce former order dismissed by Supreme Court, 181 U. S., 29, but without prejudice to right of Commission to proceed upon the evidence formerly taken or on additional evidence according to law.

**Board of Trade of Cheraw v. S. A. L. R.**, 26 I. C. C., 364.

**Board of Trade of Chicago v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 19 I. C. C., 608.

**Board of Trade of Chicago v. A., T. & S. F. Ry. Co.**, 29 I. C. C., 438.

**Board of Trade of Chicago v. Atlantic City R. R. Co. et al.**, 20 I. C. C., 504.

**Board of Trade of Chicago v. Chicago & Alton R. R. Co.**, 4 I. C. C., 158.

See Chicago Board of Trade v. Chic. & Alton R. R. Co.

**Board of Trade of Chicago v. C. & A. R. Co.**, 27 I. C. C., 530.

*Cited*: Federal Milling Co. v. M., St. P. & S. Str. M. Ry. Co., 27 I. C. C., 698.

Rate of 10 cents on wheat from Minneapolis to Chicago found reasonable.

*Cited*: Board of Trade of Chicago v. A., T. & S. F. Ry. Co., 29 I. C. C., 443.

Discrimination under the third section to be undue and unlawful must involve generally a competitive relation between the commodities concerned.

**Board of Trade of Chicago v. I. C. R. Co.**, 26 I. C. C., 545.

**Board of Trade of Columbus, Ga., v. S. Ry. Co.** (U. R. A-493), 29 I. C. C., 729.

**Board of Trade of Dawson, Ga., v. Central of Ga. Ry. Co.**, 8 I. C. C., 142.

*Cited*: Mayor and Council of Tifton v. L. & N. R. Co., 9 I. C. C., 179, 180.

*Quoted*: Santa Rosa Traffic Asso. v. S. R. Co., 24 I. C. C., 49.

*Cited*: Mayor and Council of Vienna, Ga., v. G. S. & F. Ry. Co., 28 I. C. C., 176.

*Cited:* Montezuma, Ga., v. C. of G. Ry. Co., 28 I. C. C., 284.

If it be granted that the carrier may in some instances make lower rates to competitive points than are made to intermediate non-competitive points, we think it clear that the carrier is not at liberty in the selection of these basing points to determine that this town shall have the benefit of the low rate and that town shall not, when the means of competition and the conditions surrounding that competition do not materially differ.

*Cited:* Chamber of Commerce, Ashburn, Ga., v. G. S. & F. Ry. Co., 23 I. C. C., 148.

*Cited:* Mayor and Council of Boston, Ga., v. A. C. L. R. R. Co., 24 I. C. C., 53.

Discrimination against Dawson in favor of Albany and Americus referred to.

**Board of Trade of Duluth v. G. N. R. Co., 24 I. C. C., 96.**

See Duluth Board of Trade v. G. N. R. R. Co.

**Board of Trade of Duluth v. G. N. R. Co., 25 I. C. C., 342.**

See Duluth Board of Trade v. G. N. Ry. Co.

**Boards-of-Trade of Farmington v. Chicago, Milwaukee & St. Paul Ry. Co., 1 I. C. C., 215.**

*Cited:* In re Chicago, St. P. & Kansas City Ry. Co., 2 I. C. C., 266.

*Cited:* Mnfrs.' & Jobbers' Union of Mankato v. Min. & St. L. Ry. Co., 4 I. C. C., 83.

Using comparative rates for purpose of determining reasonableness of rate at issue.

*Cited:* Daniels v. Chicago, R. I. & P. R. Co., 6 I. C. C., 477.

*Cited:* Page v. Delaware, L. & W. R. Co., 6 I. C. C., 556.

When Congress enacted that one locality should not have undue preference in rates or facilities over another locality, or be subjected to any unreasonable prejudice or disadvantage, it opened the door for and made material any evidence which tends to throw light upon the question of undue preference or prejudice. These terms imply comparisons of relative locations, of natural and acquired advantages, of the reasonableness of charges per se and in their relation to other rates on the various lines which serve the competing localities.

**Board of Trade of Hampton, Fla., v. Nashville, Chattanooga & St. Louis Ry. Co., 8 I. C. C., 503.**

Carriers ordered to discontinue the existing rates from St. Louis, Mo., and other points, which are considerably higher for the shorter haul to Hampton, Fla., than for the longer haul to Palatka (the rates to Hampton being based on the through rate to Palatka plus the local rate back to Hampton), on the ground that the existing rates are in violation of sections 3 and 4.

**Interstate Commerce Commission v. Nashville, Chattanooga & St. Louis Ry. Co.**

C. C., S. D., Fla.

Not reported. (See 16th Ann. Rep., 52.)

Commission's order held to be invalid.

**Interstate Commerce Commission v. Nashville, Chattanooga & St. Louis Ry. Co.**

120 Fed. 934. February 24, 1903.

C. C. A., 5th Cir. Pardee, J.

Commissioner's order held to be invalid on the ground that competition justifies the existing rate adjustment.

*Cited:* Johnson v. Chic., St. P., M. & O. R. Co., 9 I. C. C., 247.

If a carrier makes some profit in carrying 100 pounds of first-class merchandise 590 miles for 80 cents, there is certainly a strong presumption that 32 cents is an unreasonable charge for carrying 100 pounds the additional distance of 47 miles.

*Cited:* City of Spokane v. N. P. Ry. Co., 21 I. C. C., 408.

The ruling of the Commission that the rate to a more distant point might properly be lower than to an intermediate point but that such intermediate rate should not exceed such rate by the full amount of the local has been denied by U. S. Supreme Court. (Citation of case referred to in Commission's opinion not given.)

**Board of Trade of Kansas City, Mo., v. Chicago, Burlington & Quincy Ry. Co.,** 12 I. C. C., 173.

**Board of Trade of Kansas City, Mo. v. Missouri Pacific Ry. Co. (1000),** 14 I. C. C., 635.

**Board of Trade of Laredo, Texas, v. I. & G. N. R. Co.,** 22 I. C. C., 28.

**Board of Trade of Louisville v. I. C. & S. T. Co.,** 27 I. C. C., 499.

**Board of Trade of Lynchburg, Va., v. Merchants' & Miners' Trans. Co.,** 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.



**Board of Trade of Lynchburg, Va., v. Old Dominion Steamship Co., 6 I. C. C., 632.**

*Cited:* Brewer & Hanleiter v. L & N. R. Co., 7 I. C. C., 237.

Competition between carriers subject to Act can never make out a case of dissimilar circumstances within meaning of fourth section.

*Cited:* Fewell v. Richmond & D. R. Co., 7 I. C. C., 374.

*Cited:* Cattle Raisers' Asso. v. C., B. & Q. R. Co., 10 I. C. C., 98.

It has been practice of Commission to order reparation in behalf of the members of complaining associations.

*Cited:* Gardner & Clark v. Sou. R. Co., 10 I. C. C., 350.

In unreasonable rate cases, the measure of damages is the difference in the rate paid and the rate which is found to be reasonable.

**Board of Trade of Middlesboro, Ky., v. L. & N. R. Co., 27 I. C. C., 27.**

**Board of Trade of Morristown, Tenn., v. A. C. L. R. Co., 24 I. C. C., 372.**

*Cited:* Union Tanning Co. v. S. Ry. Co., 26 I. C. C., 163.

Bristol is 657 miles from New York and 356 miles from Cincinnati; its rates are made on the trunk-line basis, being certain differentials over Virginia cities rates, and the Commission held in cited case that these rates cannot be made the measure of reasonableness of rates to points in territory involved in present case.

*Cited:* Middlesboro Board of Trade v. L. & N. R. R. Co., 27 I. C. C., 21.

In cited case the Southern Railway was not permitted to charge more to Morristown, a short distance east of Knoxville, and no compelling competition was shown to dominate the Knoxville rates.

**Board of Trade of New Orleans v. C., R. I. & P. R. Co., 26 I. C. C., 712.**

**Board of Trade of New Orleans, Ltd., v. G., H. & S. A. R. Co., 25 I. C. C., 210.**

**Board of Trade of New Orleans et al. v. Illinois Central R. R. Co. et al., 17 I. C. C., 496.**

See New Orleans Board of Trade v. I. C. R. R. Co.

**Board of Trade of New Orleans, Ltd., v. I. C. R. Co., 23 I. C. C., 465.**

See New Orleans Board of Trade v. I. C. R. R. Co.

**Board of Trade of New Orleans v. I. C. R. R. Co., 29 I. C. C., 32.**

See New Orleans Board of Trade v. Ill. Cen. R. R. Co.

**Board of Trade of New Orleans, Ltd., v. L. & N. R. Co.,** 23 I. C. C., 429.

See *New Orleans Board of Trade v. L. & N. R. R. Co.*

**Board of Trade of New Orleans, Ltd., v. Southern Pacific Co. et al.,** 20 I. C. C., 638.

**Board of Trade of Paducah v. I. C. R. R. Co.,** 29 I. C. C., 583, 593.

See *Paducah B'd of Trade v. I. C. R. R. Co.*

**Board of Trade of Port Arthur v. A. & S. R. Co.,** 27 I. C. C., 388.

See *Port Arthur Board of Trade v. Abilene & Sou. Ry. Co.*

**Board of Trade of Saginaw et al. v. Grand Trunk Ry. Co. et al.,** 17 I. C. C., 128.

See *Saginaw Board of Trade v. G. T. Ry. Co.*

**Board of Trade of St. Paul v. Chicago, Milwaukee & St. Paul Ry. Co. et al.,** 17 I. C. C., 596.

**Board of Trade of St. Paul et al. v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.,** 19 I. C. C., 285.

See *St. Paul Board of Trade v. M., St. P. & S. Ste. M. Ry. Co.*

**Board of Trade of Tampa v. L. & N R. R. Co.,** 30 I. C. C., 377.

**Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.,** 6 I. C. C., 1.

Carriers ordered to reduce to a specified amount the existing class rates and rates on cotton and phosphate rock from and to eastern and northeastern points, which are higher for the shorter haul to and from Troy, Ala., than for the longer haul to and from various points, on the ground that the existing rates are in violation of section 4.

*Interstate Commerce Commission v. Alabama Midland Ry. Co.*  
69 Fed. 227. July 9, 1895.

C. C., M. D. Ala. Bruce, J.

Commission's order held to be invalid on the ground that water competition and competition between carriers subject to the act justifies the existing rate adjustment.

*Interstate Commerce Commission v. Alabama Midland Ry. Co.*  
74 Fed. 715. June 2, 1896.

C. C. A., 5th Cir. McCormick, J.

Commission's order held to be invalid on the ground stated by the Circuit Court.

**Interstate Commerce Commission v. Alabama Midland Ry. Co.**

168 U. S. 144. November 8, 1897. Shiras, J.

Commission's order held to be invalid on the ground that there is no violation of sections 3 and 4 on account of water competition and competition of carriers subject to the act, and further on the ground that the Commission is without power to fix rates.

*Cited:* Phelps & Co. v. Texas & Pacific Co., 6 I. C. C., 48.

*Quoted:* Through Routes and Through Rates, 12 I. C. C., 169.

The Commission has repeatedly held that the receipt, forwarding, and delivery of traffic by connecting carriers clearly establishes the existence of a common arrangement between the carriers for continuous carriage or shipment.

*Cited:* Freight Bureau v. Cinn., N. O. & T. R. R. Co., 6 I. C. C., 233.

*Quoted:* Freight Bureau v. Cinn., N. O. & T. R. R. Co., 6 I. C. C., 252.

*Cited:* Montezuma, Ga., v. C. of G. Ry. Co., 28 I. C. C., 284.

"It cannot be held to be a valid objection to the correction of unlawful rates to one locality, that it involves a like correction to other localities."

*Cited:* New York, N. H. & H. R. Co. v. Platt, 7 I. C. C., 343.

The expense to the carrier of the service of transportation is much greater per mile on local hauls than on through hauls in car-loads without trans-shipment en route.

**Board of Trade of Troy, Ala., v. Alabama Midland Ry. Co., 6 I. C. C., 1.**

*Cited:* Johnson v. Chic., St. P., M. & O. R. Co., 9 I. C. C., 247.

If a carrier makes some profit in carrying 100 pounds of first-class merchandise 590 miles for 80 cents, there is certainly a strong presumption that 32 cents is an unreasonable charge for carrying 100 pounds the additional 47 miles.

*Cited:* Montgomery Frt. Bu. v. L. & N. R. R. Co., 17 I. C. C., 531.

The controlling effect of water competition upon rate adjustments in the southeast and the propriety of maintaining rates to intermediate points higher than to terminal and basing points, making the intermediate rates in combination on such terminal or basing point has been passed on and must be considered as settled.

**Board of Trade of Wichita v. A. & S. Ry. Co., 29 I. C. C., 376.**

**Board of Trade of Wichita v. A., T. & S. F. R. Co., 25 I. C. C., 625.**

**Board of Trade of Winston-Salem, N. C., & City of Winston, N. C., v. Norfolk & Western Ry. Co., 16 I. C. C., 12.**

*Followed:* Corporation Com., N. C. v. N. & W. Ry. Co., 19 I. C. C., 308.  
Coal rates from Pocahontas fields to Winston-Salem considered.

*Cited:* Victor Mfg. Co. v. S. Ry. Co., 21 I. C. C., 227.

*Cited:* Chamber of Com. of Augusta, Ga., v. S. Ry. Co., 22 I. C. C., 236.

*Re-affirmed:* Board of Trade of W.-S., N. C., v. N. & W. Ry. Co., 26 I. C. C., 146.

Held that the attendant conditions accompanying the respective transportations involved not sufficiently similar to render rate prescribed in former case to be of controlling comparative value.

**Board of Trade of Winston-Salem, N. C., v. N. & W. R. Co., 26 I. C. C., 146.**

**Boeckeler Lumber Co. v. L. & N. R. Co., 25 I. C. C., 714.**

**Boeckler Lumber Co. v. T. R. R. Asso. of St. Louis (U. R. A.-533), 29 I. C. C., 734.**

**Boice Lumber Co. (Inc.) v. C., C. & O. Ry. Co. (U. R. A.-578), 30 I. C. C., 720.**

**Boileau, Jno. W., v. P. & L. E. R. Co., 22 I. C. C., 640.**

*Followed:* Clyde Coal Co. v. Penn. R. R. Co., 23 I. C. C., 135.

*Cited:* New Pittsburgh Coal Co. v. H. V. Ry. Co., 24 I. C. C., 246.

*Cited:* Pittsburgh Vein Operators of Ohio v. Penn. Co., 24 I. C. C., 281.

*Cited:* New Pittsburgh Coal Co. v. H. V. Ry. Co., 26 I. C. C., 123.

Rate on coal to Ashtabula Harbor for shipment beyond.

*Re-affirmed:* Clyde Coal Co. v. Penn. R. R. Co., 24 I. C. C., 129.

Petition for modification of order denied.

*Quoted:* Coke Producers' Asso. of Connellsville v. B. & O. R. R. Co., 27 I. C. C., 141.

The weight to be given cost estimates in judging of the reasonableness of rates depends upon each particular case. In the absence of reliable figures representing the value of the property, estimates of cost are mere approximations.

*Cited:* Pittsburgh Steel Co. v. L. S. & M. S. Ry. Co., 27 I. C. C., 184.

The rate on lake-cargo coal from Pittsburgh was attached on a tonnage of over 10,000,000 tons for all lines.

*Cited:* Youngstown Sheet & Tube Co. v. P. & L. E. R. R. Co., 29 I. C. C., 430.

The weighted average distance from Pittsburgh district to Ashtabula found to be 148 miles.

**Boileau, John W., v. P. & L. E. R. Co., 24 I. C. C., 129.**

**Boise Commercial Club v. Adams Express Co. et al**, 17 I. C. C., 115.

*Quoted*: In re Express Rates, Practices, Accounts and Revenues, 24 I. C. C., 399.

There can be but one lawful rate between two points, and the carrier is duty bound to collect this rate. It may waive right to have shipment prepaid, but rates may not be based on such waiver, nor may the reasonableness of a rate turn upon the assumption that some will pay the lawful charges and others will not.

**Boldt, Charles Co. v. C., R. I. & P. R. Co.**, 27 I. C. C., 11.

*Cited*: Northwestern Woodenware Co. v. C., M. & P. S. Ry. Co., 28 I. C. C., 243.

Petition for reparation on past shipments denied.

**Bollman, John Co. v. Baltimore & Ohio R. R. Co. et al**, 20 I. C. C., 666.

**Bomer & Bomer v. Y. & M. V. R. R. Co. (5481)**, 30 I. C. C., 712.

**Bond Bros. v. L. & N. R. Co.**, 23 I. C. C., 715.

**Bond, Frank, v. B. & A. R. Co. (U. R. A-261)**, 27 I. C. C., 729.

**Boney & Harper Milling Co. v. A. C. L. R. R. Co.**, 28 I. C. C., 383.

**Bookwalter Wheel Co. v. Tennessee Central R. R. Co. et al**, 20 I. C. C., 603.

**Bon Marche v. Central R. R. Co. of New Jersey et al**, 21 I. C. C., 195.

**Booth Fisheries Co. v. Pennsylvania R. R. Co. et al**, 21 I. C. C., 667.

**Booth-Kelley Lumber Co. v. A. C. R. R. Co. (5404)**, 28 I. C. C., 714.

**Borgfeldt, George & Co. v. Southern Pacific Co. et al**, 18 I. C. C., 552.

**Boston, In re Export Trade of**, 1 I. C. C., 24.

**Boston & Albany R. R. Co., Board of Trade of Troy, Ala., v.**, 1 I. C. C., 6.

See Board of Trade of Troy, Ala., v. Alabama Midland Ry. Co.

**Boston & A. R. R. Co., Bond v. (U. R. A-261)**, 27 I. C. C., 729.

**Boston & Albany R. R. Co., Boston & Lowell R. R. Co. v.**, 1 I. C. C., 158.

*Cited*: In re Tariffs and Classifications of A. & W. P. R. R. Co., 3 I. C. C., 34.

*Quoted*: In re Tariffs and Classifications of A. & W. P. R. R. Co., 3 I. C. C., 38.

The necessity alleged is one "which exists wherever long and short lines compete; the long line must accept the rates made by the short line and perhaps make concessions from them. In this respect there is

nothing peculiar in the position of these defendants; there are roads in every part of the country which can make the same claim they do with the same justice. It is a claim that could be advanced wherever a route, however circuitous, could be formed for long-line traffic. \* \* \* The greater the departure from the direct line, the greater would commonly be the necessity for low rates on through traffic, and the greater the liability to have the charges on the local traffic increased to make the carriage of through traffic possible."

*Cited:* Daniels v. Chic., R. I. & P. R. Co., 6 I. C. C., 476.

The word "line" in the 4th section of the statute was early construed by the Commission to mean "a physical line, not a mere business line."

See Vermont State Grange v. Boston & Lowell R. R. Co.

**Boston & Albany R. R. Co., Boston Chamber of Commerce v.,** 1 I. C. C., 436.

See Boston Chamber of Commerce v. Boston & Albany R. R. Co.; also Boston Chamber of Commerce v. Lake Shore & Michigan Southern Ry. Co.

**Boston & Albany R. R. Co., Cleveland Board of Trade v.,** 5 I. C. C., 166.

See Kemble v. Lake Shore & Michigan Sou. Ry. Co.

**Boston & Albany R. R. Co., Corning Glass Works v. (U. R. A-596),** 30 I. C. C., 723.

**Boston & Albany R. R. Co., Globe-Wernicke Co. v.,** 11 I. C. C., 156.

**Boston & Albany R. R. Co., Harvard Co. v.,** 4 I. C. C., 212.

See Harvard Co. v. Penn. Co.

**Boston & Albany R. R. Co., Haverhill Box Board Co. v.,** 28 I. C. C., 336.

**Boston & Albany R. R. Co., Jones & Sons Co. v.,** 15 I. C. C., 226.

**Boston & Albany R. R. Co., Kemble, Edward, v.,** 5 I. C. C., 166. :

See Kemble v. Lake Shore & Mich. Sou. Ry. Co.

**Boston & Albany R. R. Co., Kemble, Edward, v.,** 8 I. C. C., 110.

See Kemble v. Boston & Albany R. R. Co.

**Boston & Albany R. R. Co., Kindel, George J., v.,** 11 I. C. C., 495.

See Kindel v. B. & A. R. R. Co.

**Boston & Albany R. R. Co., National Hay Asso. v.**, 9 I. C. C., 264.

**Boston & Albany R. R. Co., N. Y. Produce Ex. v.**, 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

**Boston & Albany R. R. Co., Poughkeepsie Iron Co. v.**, 4 I. C. C., 195.

See *Poughkeepsie Iron Co. v. N. Y. C. & H. R. R. R. Co.*

**Boston & Albany R. R. Co., Rhode Island Egg & Butter Co. v.**, 6 I. C. C., 176.

**Boston & Albany R. R. Co. et al., Riden, C. W., v.**, 19 I. C. C., 604.

**Boston & Albany R. R. Co. et al., Rose, E. F. et al. v.**, 18 I. C. C., 427.

See *Rose v. B. & A. R. R. Co.*

**Boston & Albany R. R. Co., John P. Squire & Co. v.**, 4 I. C. C., 611.

See *Squire v. Michigan Cen. R. R. Co.*

**Boston & Albany R. R. Co., Toledo Produce Exchange v.**, 5 I. C. C., 166.

See *Kemble v. Lake Shore & Mich. Sou. Ry. Co.*

**Boston & Albany R. R. Co., Waverly Oil Works v.**, 11 I. C. C., 558.

See *Clark Co. v. L. S. & M. S. Ry. Co.*

**Boston & Albany R. R. Co. et al., Willamette Pulp & Paper Co. v.**, 21 I. C. C., 178.

**Boston & Lowell R. R. Co., Boston & Albany R. R. Co. v.**, 1 I. C. C., 158.

See *Boston & Albany R. R. Co. v. Boston & Lowell R. R. Co.*; also *Vermont State Grange v. Boston & Lowell R. R. Co.*

**Boston & Lowell R. R. Co., Vermont State Grange v.**, 1 I. C. C., 158.

See *Boston & Albany R. R. Co. v. Boston & Lowell R. R. Co.*; also *Vermont State Grange v. Boston & Lowell R. R. Co.*

**Boston & Maine R. R. Co., In re**, 5 I. C. C., 69.

**Boston & Maine R. R., Albree v.**, 22 I. C. C., 303.

See *Albree v. B. & M. R. R.*

**Boston & Maine R. R., American Hay Co. v. (U. R. A-286)**, 28 I. C. C., 726.

**Boston & Maine R. R. Co., Board of Trade of Troy, Ala., v., 1 I. C. C., 6.**

See Board of Trade of Troy, Ala., v. Alabama Midland Ry. Co.

**Boston & Maine R. R. Co., Boston Dairy Co. v., 20 I. C. C., 656.**

**Boston & Maine R. R., Brown v., 27 I. C. C., 47.**

**Boston & Maine R. R., Clark, Fred G. Co. v., 11 I. C. C., 558.**

See Clark Co. v. L. S. & M. S. Ry. Co.

**Boston & Maine R. R. et al., Colorado Tent & Awning Co. v., 21 I. C. C., 565.**

**Boston & Maine R. R. Co., Diamond Mills v., 9 I. C. C., 311.**

See Diamond Mills v. Boston & Maine R. R. Co.

**Boston & Maine R. R. et al., Dominion Line v., 21 I. C. C., 659.**

**Boston & Maine R. R., Elgin Commercial Club v., 28 I. C. C., 380.**

**Boston & Maine R. R. Co. et al., Empire Wall Paper Co. v., 20 I. C. C., 1.**

**Boston & Maine R. R. Co. et al., Furnace Run Saw Mill & Lumber Co. v., 20 I. C. C., 586.**

**Boston & Maine R. R. Co., Globe-Wernicke Co. v., 11 I. C. C., 156.**

**Boston & Maine R. R. Co. et al., Hammond Fred L., v., 20 I. C. C., 566.**

**Boston & Maine R. R. et al., Heinz, H. J. Co. v., 21 I. C. C., 668.**

**Boston & Maine R. R. Co. et al., Hood, H. P. & Sons v., 20 I. C. C., 656.**

**Boston & Maine R. R., Hunt v. (1262), 12 I. C. C., 589.**

**Boston & Maine R. R. Co., Independent Refiners' Asso. of Titusville and Oil City, Pa., v., 5 I. C. C., 415.**

See Independent Refiners' Asso., Etc. v. W. N. Y. & Pa. R. R. Co.

**Boston & Maine R. R. Co., Independent Refiners' Asso. of Titusville, Pa., v., 6 I. C. C., 378.**

**Boston & Maine R. R. Co., James & Abbot v., 5 I. C. C., 612.**

See James & Abbott v. Can. Pac. Ry. Co.

**Boston & Maine R. R., Fisk, Homer P. & Sons v., 19 I. C. C., 299.**

**Boston & Maine R. R. et al., James & Abbot Co. v., 17 I. C. C., 273.**

See James & Abbot v. B. & M. R. R. Co.



**Boston & Maine R. R., Jones Bros. Co. v.,** 26 I. C. C., 714.

**Boston & Maine R. R. et al., Lawrence & Co. v.,** 21 I. C. C., 669.

**Boston & Maine R. R. Co., MacLoon, W. H. H., v.,** 9 I. C. C., 642.

See *MacLoon v. Boston & Maine R. R. Co.*

**Boston & Maine R. R., Maine Spinning Co. v. (U. R.A-350),** 28 I. C. C., 734.

**Boston & Maine R. R. Co., National Hay Asso. v.,** 9 I. C. C., 264.

**Boston & Maine R. R. Co., N. Y. Board of Trade & Transportation v.,**  
4 I. C. C., 447.

See *N. Y. Board of Trade, Etc. v. Penn. R. R. Co.*

**Boston & Main R. R., Northeastern Paving & Construction Co. v. (1813),**  
15 I. C. C., 639.

**Boston & M. R. R., Pfister & Vogel Leather Co. v. (U. R. A-238),** 27 I. C.  
C., 726.

**Boston & Maine R. R., Planters' Compress Co. v.,** 11 I. C. C., 382.

See *Planters' Compress Co. v. C., C., C. & St. L. Ry. Co.*

**Boston & Maine R. R. et al., Robertson Paper Co. v.,** 18 I. C. C., 629.

**Boston & Maine R. R. et al., Robertson Paper Co. v.,** 21 I. C. C., 254.

**Boston & Maine R. R. Co., Sayles, F. C., v.,** 9 I. C. C., 492.

**Boston & Maine R. R. et al., Sikeston Mercantile Co. v.,** 19 I. C. C., 422.

**Boston & Maine R. R. Co., Sweeney-Lynes & Co. v.,** 25 I. C. C., 712.

**Boston & Maine R. R., United States v.,** 24 I. C. C., 724.

**Boston & Maine R. R., Weinstock-Nichols Co. v. (U. R. A-514),** 29 I. C.  
C., 732.

**Boston & Maine R. R., Western Traffic Asso. v.,** 24 I. C. C., 592.

**Boston & Maine R. Co. et al., Whiting, D. & Sons v.,** 20 I. C. C., 656.

**Boston & Maine R. R., Wyman, Partridge & Co. v.,** 13 I. C. C., 258.

See *Wyman, Partridge & Co. v. B. & M. R. R. Co.*

**Boston & Maine R. R., Wyman Partridge & Co. v.,** 15 I. C. C., 577.

See *Wyman, Partridge & Co. v. B. & M. R. R.*

**Boston & Maine R. R. et al., Wyman, Partridge & Co. et al. v.,** 19 I. C. C., 551.

See *Wyman, Partridge & Co. v. B. & M. R. R. Co.*

**Boston Chamber of Commerce v. A., T. & S. F. Ry. Co.,** 28 I. C. C., 230.

**Boston Chamber of Commerce v. Boston & Albany R. R. Co.,** 1 I. C. C., 436.

*Cited and distinguished:* *N. Y. Pr. Ex. v. N. Y. Cen. & Hud. Riv. R. R. Co.,* 3 I. C. C., 183.

This is not a case where the contention is with the through rate as an entirety, in which the divisions allotted to different roads are unimportant for the purposes of the case. The division of the through rate accepted by the inland carrier is for all practical purposes its rate to the seaboard, and is as fully subject to the provisions of the Act and the jurisdiction of the Commission as a rate terminating at the seaboard.

See *Boston Chamber of Commerce v. Lake Shore & Michigan Sou. Ry. Co.*

**Boston Chamber of Commerce v. Lake Shore & Michigan Southern Ry. Co.,** 1 I. C. C., 436.

*Cited:* *L. Lippman & Co. v. The Central Illinois Ry. Co.,* 2 I. C. C., 585.

*Cited:* *Kimble v. B. & A. R. R. Co.,* 8 I. C. C., 113.

*Cited:* *Copper Queen Con'td. Min. Co. v. B. & O. R. R. Co.,* 18 I. C. C., 157.

A railroad company is under special obligation to give reasonable rates for its local business. If it does that it will not be illegal for it to accept business from other carriers on through rates, which, when divided between them, will give to any one of them less for its division than its own local rates. This, however, is subject to the condition that the through rate is not in itself illegal, either because of being less than some one of the locals, or of being unjustly discriminative against individuals of localities, or so low as to burden other business with some part of the cost of the business on which it is imposed.

*Cited:* *Daniel Buchanan v. No. Pac. R. Co.,* 5 I. C. C., 11.

Defendant not bound, in absence of agreement to effect, to maintain rates which prevailed when defendant sold complainant land. Many circumstances arise which have a bearing upon the making of reasonable rates, which are liable to cause rates to change from time to time.

*Quoted:* *Ind. R. Assn. of Titusville & Oil City v. W. N. Y. & P. R. Co.,* 5 I. C. C., 455.

"The contention of petitioners for equality of rates with New York is not supported by equality of distance, or cost of service, or by other considerations, such as volume of business, competition of rail or water ways, ocean service, terminal facilities and storage capacity, all elements of more or less importance in the determination of rates, and some of them of controlling influence."

*Followed:* Banner Mill. Co. v. N. Y. C. & H. R. R. Co., 13 I. C. C., 31, 33.

The arbitrary of 2 cents per 100 pounds on grain and grain products to New England upheld and followed.

**Boston Chamber of Commerce v. New York Central & Hudson River R. R. Co.**, 1 I. C. C., 436.

See Boston Chamber of Commerce v. Lake Shore & Michigan Sou. Ry. Co.; also Boston Chamber of Commerce v. Boston & Albany R. R. Co.

**Boston Dairy Co. v. Boston & Maine R. R. Co.**, 20 I. C. C., 656.

**Boston Fruit & Produce Exchange v. N. Y. & N. E. R. R. Co.**, 4 I. C. C., 664.

*Cited:* Charles P. Perry v. Fla. Cen. & Penins. R. Co., 5 I. C. C., 101.

*Cited:* R. R. Com. of Ga. v. Clyde Steamship Co., et al., 5 I. C. C., 369,

*Cited:* Gerke Brew. Co. v. L. & N. R. Co. et al., 5 I. C. C., 604.

It is assumed that the business of carrying fruit is done under a common "arrangement" for a continuous carriage or shipment.

*Cited:* James & Abbot v. C. P. Ry. Co., et al., 5 I. C. C., 631.

A reduction of a through rate must be borne by all the participating carriers but in what proportion it is for them to determine among themselves.

*Cited:* Charles P. Perry v. Fla. Cen. & Penins. R. Co., 5 I. C. C., 112.

Commission will fix what it deems a reasonable rate or a rate any charge in excess of which would be unreasonable.

*Cited:* Phelps & Co. v. Texas & Pacific Ry. Co., 6 I. C. C., 48.

It has been repeatedly held that the receipt, forwarding, and delivery of traffic by connecting carriers clearly establishes the existence of a common arrangement between the carriers for continuous carriage or shipment.

**Boston Fruit & Produce Exchange v. N. Y. & New England R. R. Co.**, 1 I. C. C., 5.

*Cited:* James & Abbot v. C. P. Ry. Co. et al., 5 I. C. C., 630.

A reduction in a through rate should be borne by all the participating carriers but in what proportion is for them to determine among themselves.

**Boston, Ga., Mayor and City Council of, v. A. C. L. R. Co., 24 I. C. C., 50.**

See Mayor and Council of Boston, Ga., v. A. C. L. R. R. Co.

**Boston Potato Receivers' Asso. v. B. & A. R. Co., 25 I. C. C., 159.**

*Cited:* Protection of Potato Shipments in Winter, 26 I. C. C., 684.

*Cited:* Chicago & Northwestern Ry. Reconsignment Rules, 29 I. C. C., 621.

Elsewhere in the country, where the potato movement is large, special heated cars are made available to shippers, and box cars also are lined and equipped by the carrier at the beginning of the winter and kept in the service until the spring.

*Cited:* Protection of Potato Shipments in Winter, 29 I. C. C., 505.

A rule offering a protected service for potato shipments was inaugurated by the carriers in response to report in cited case. This service was supplied with refrigerator cars. As an alternative, however, shippers were permitted to furnish own protection at own risk, at a lower rate for the haul.

*Cited:* New York Shippers' Protective Asso. v. N. Y. C. & H. R. R. Co., 30 I. C. C., 440.

Shipments from Maine move in Eastman heater cars and pay charges for heater service, in addition to the rates for transportation, that amount to \$14.40 per car for 400 miles and \$25.20 per car for 700 miles.

**Boston Potato Receivers' Asso. v. Clyde Steamship Co. (5900), 30 I. C. C., 712.**

**Botsford & Barrett v. P. R. R. Co., 29 I. C. C., 469.**

**Bott Bros. Manufacturing Co. v. Chicago, Burlington & Quincy R. R. Co., 19 I. C. C., 136.**

**Bounds v. Missouri, Kansas & Texas Ry. Co., 12 I. C. C., 525.**

See Morgan v. M., K. & T. Ry. Co.

**Bovaird Supply Co. v. Atchison, Topeka & Santa Fe Ry. Co., 13 I. C. C., 56.**

*Cited:* Monroe Progressive League v. St. L., I. M. & S. Ry. Co., 15 I. C. C., 536.

Controlling competition, especially of water carriers, such as exists at New Orleans, Natchez and Vicksburg, justifies lower rates to those points than to intermediate points where the same competition does not exist and control.

*Cited:* Muskogee Traffic Bu. v. A., T. & S. F. Ry. Co., 17 I. C. C., 173.

A system of group rating will not be disturbed or held to constitute undue preference or unjust discrimination without proof of tangible injury resulting to the complainant.

**Bowman-Kranz Lumber Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 15 I. C. C., 277.

**Bowles & McCandless v. Louisville & Nashville R. R. Co.**, 19 I. C. C., 563.

**Bowling Green Business Men's Protective Asso. v. L. & N. R. Co.**, 24 I. C. C., 228.

That portion of defendants' fourth section application No. 1952, which sought authority to continue to charge lower rates on traffic through Bowling Green, Ky., to and from Nashville, Tenn., than are contemporaneously maintained to and from Bowling Green, denied; also that portion of said application which sought authority to continue to charge lower rates on oranges from Jacksonville, Fla., through Bowling Green to Louisville, Ky., than are contemporaneously maintained on Bowling Green, denied.

**Louisville & Nashville R. R. Co. v. United States.**

207 Fed., 591. September 4, 1913.

Commerce Court No. 86.\* Carland, J.

\*Record transferred to District Court for the Western District of Kentucky, upon dissolution of Commerce Court.

Following *Procter & Gamble v. U. S.* (225 U. S., 282) to the effect that a denial of relief by the Commission is not an order of which the Commerce Court has jurisdiction, case dismissed for want of jurisdiction.

**Louisville & Nashville R. R. Co. v. United States.**

Pending, Supreme Court of the United States.

*Cited:* Standard Oil Co. v. Penn. Co., 29 I. C. C., 525.

Carriers whose lines are extremely circuitous are permitted to meet rates of their short-line competitors, although charging higher rates at intermediate points upon their own lines.

**Bowser, S. F. & Co. v. Pennsylvania Co. et al.**, 19 I. C. C., 608.

**Boxboard Rates from Wilmington, Ill., to Chicago, Ill., and Milwaukee, Wis.**, 29 I. C. C., 694.

**Boyce, J. L., v. K. C. S. R. Co.,** 24 I. C. C., 704.

**Boyd, Count R., v. Louisville & Nashville R. R. Co. et al.,** 17 I. C. C., 603.

**Boyd, Fred, v. O. W. R. & N. Co.,** 22 I. C. C., 669.

**Boyer, W. H. & Co. v. Chesapeake, Ohio & Southwestern Ry. Co.,** 7 I. C. C., 55.

**Boyle, Walter F., v. Great Falls & Old Dominion R. R. Co.,** 20 I. C. C., 232.

*Cited:* Silvester v. C. & S. Ry. Co., 22 I. C. C., 204.  
Commutation fares compared.

**Boyle Commission Co. v. O. S. L. R. R. Co. (U. R. A-432),** 29 I. C. C., 721.

**Boyle Commission Co. v. W. P. Ry. Co. (U. R. A-327),** 28 I. C. C., 731.

**Brabham, R. C., v. Atlantic Coast Line R. R. Co.,** 11 I. C. C., 464.

*Cited:* Coffeyville Brick & Tile Co. v. St. L. & S. F. R. Co., 12 I. C. C., 499.

*Cited:* Montgomery Frt. Bu. v. W. Ry. of Ala., 14 I. C. C., 151.

*Cited:* Com. Belt Meat Pro. Asso. v. C., B & Q. Ry. Co., 14 I. C. C., 386.

*Cited:* Kurtz v. Penn. Co., 16 I. C. C., 412.

The through rate ordinarily should not exceed the sum of the locals, but it has been held with regard to passenger fares that this not need be so.

*Quoted:* Frier v. C., St. P., M. & O. Ry. Co., 30 I. C. C., 708.

"The presumption is that the rates fixed by the State Commission \* \* \* are reasonable, and the burden of proof is upon the railroad companies to show the contrary."

**Brackett Co. v. G. N. Express Co.,** 29 I. C. C., 667.

**Brackney v. C. & N. W. Ry. Co. (U. R. A-343),** 28 I. C. C., 733.

**Bradbury Marble Co. v. M., K. & T. R. R. Co. (U. R. A-191),** 27 I. C. C., 719.

**Bradford-Kennedy Lumber Co. v. T. & N. O. R. R. Co. (U. R. A-307),** 28 I. C. C., 728.

**Bradford-Kennedy Co. v. Northern Pacific Ry. Co. et al.,** 21 I. C. C., 682.

**Brady, John W. S., v. Pennsylvania Railroad Co.,** 2 I. C. C., 131.

*Cited:* R. R. Com. of Florida v. Sav., Fla. & W. Ry. Co., 5 I. C. C., 39.

*Cited:* James & Abbot v. C. P. Ry. Co., 5 I. C. C., 629.

*Cited:* Board of Trade of Troy, Ala., v. Ala. Mid. Ry. Co., 6 I. C. C., 22.

While complainant has no interest in the division the defendants make between themselves, and that division does not determine what the charge to the public should be, yet "it is not without significance in determining what are reasonable rates for the whole distance on the lines in question."

*Cited:* R. R. Com. of Ga. v. Clyde Steamship Co., 5 I. C. C., 370.

*Cited:* Gustin v. A., T. & S. F. R. Co., 8 I. C. C., 287.

*Quoted:* Through Routes and Through Rates, 12 I. C. C., 166.

*Quoted:* Rosenbaum Bros. v. L. & N. R. R. Co., 22 I. C. C., 68.

Through and continuous lines imply through rates which must be reasonable.

See Nicolai v. Penn. R. R. Co.; also Parkhurst v. Penn. R. R. Co.

**Brady, John W. S., v. Pa. R. R. Co.,** 5 I. C. C., 635.

**Brantnober, Charles Philip, v. C. & N. W. R. Co. (5735),** 27 I. C. C., 706.

**Break-Bulk Rates on Grain,** 27 I. C. C., 78.

See In re Advances Grain Break-Bulk Rates.

**Bregman & Co. v. Pennsylvania Co.,** 15 I. C. C., 478.

**Breese-Trenton Mining Co. et al. v. Wabash R. R. Co. et al.,** 19 I. C. C., 598.

*Cited:* Audley Hill & Co. v. Sou. Ry. Co., 20 I. C. C., 227.

The long existence and use of a rate is an important fact tending to show that it is sufficiently high, the evidential force of such a showing is weakened when the rate has been established on account of competitive conditions which the carrier, in the exercise of its discretion, might lawfully meet but which it might not be required to meet.

**Brantley, A. P. Co. v. N. E. N. Co.,** 22 I. C. C., 657.

**Break-Bulk Rates on Grain,** 30 I. C. C., 357.

**Brenner Lumber Co. v. V. & S. W. Ry. Co. (U. R. A-431),** 29 I. C. C., 721.

**Breuner, John Co. v. Southern Pacific Co. et al.,** 17 I. C. C., 608.

**Breuner, John Co. v. Southern Pacific Co. et al.,** 17 I. C. C., 611.

**Brewer & Hanleiter v. Louisville & Nashville R. R. Co.,** 7 I. C. C., 224.

Carriers ordered to cease charging the existing rates from Cincinnati, Ohio, and Louisville, Ky., which are higher for the shorter haul to Griffen, Ga., than for the longer haul to Macon, Ga., on the ground that the existing rates are in violation of sections 3 and 4.

Brewer & Hanleiter v. Central of Georgia Ry. Co.

84 Fed., 258. January 8, 1898.

C. C. S. D. Ga., E. D. Speer, J.

Commission's order held to be invalid on the ground that competition justifies the existing rate adjustment. No appeal.

*Cited:* Fewell v. Richmond & D. R. Co., 7 I. C. C., 374.

Rulings on dissimilarity in circumstance and conditions under fourth section.

*Cited:* Board of R. Com. v. Cinn., N. O. & T. P. R. Co., 7 I. C. C., 384.

Competition between railways subject to the Act cannot create the necessary dissimilarity under the fourth section.

**Brey, William F., as Chairman of a Committee of the Commercial Exchange of Philadelphia v. Pennsylvania R. R. Co. et al., 16 I. C. C., 497.**

**Bricks from Kansas to Iowa, 28 I. C. C., 285.**

**Bricks from Ohio to Huntington, W. Va., 28 I. C. C., 292.**

**Bridgeport Steamboat Co., Board of Trade of Troy, Ala., v., 1 I. C. C., 6.**

See Board of Trade of Troy, Ala., v. Alabama Midland Ry. Co.

**Bridgman-Russell Co. v. G. N. Express Co., 22 I. C. C., 573.**

**Bridgman-Russell Co. (See Lake-and-Rail Butter and Egg Rates), 29 I. C. C., 45.**

**Bridgman-Russell Co. v. W. Express Co., 22 I. C. C., 659.**

**Briggs & Turivas v. C. N. W. R. Co., 24 I. C. C., 719.**

**Briggs & Turivas v. C., M. & St. P. Ry. Co. (5576), 28 I. C. C., 715.**

**Briggs & Turivas v. I. H. B. R. Co. (U. R. A-139), 27 I. C. C., 712.**

**Briggs & Turivas v. L. S. & M. S. R. Co., 26 I. C. C., 721.**

**Brimstone R. R. & Canal Co. Kansas City Southern Ry. Co. et al. v., 19 I. C. C., 607.**

**Brinkman, H. H., v. F. V. R. Co., 24 I. C. C., 709.**

**Bristol, Tenn., Board of Mayor and Aldermen of the City of, v. Southern Ry. Co., 15 I. C. C., 487.**

**Bristol, Tenn., Board of Mayor and Aldermen of the City of, v. Virginia & Southwestern Ry. Co., 15 I. C. C., 453.**

See Board of Mayor and Aldermen, Bristol, Tenn., v. V. & S. W. Ry. Co.



- Bristol Door & Lumber Co. v. C., C. & O. Ry.** (U. R. A-197), 27 I. C. C., 720.
- Bristol Door & Lumber Co. v. N. & W. R. Co.**, 25 I. C. C., 87.
- Bristol Door & Lumber Co. v. S. R. Co.** (U. R. A-206), 27 I. C. C., 722.
- Brittain v. N., C. & St. L. Ry.** (U. R. A-581), 30 I. C. C., 721.
- Brittingham & Young Co. v. C., M. & St. P. R. Co.**, 25 I. C. C., 708.
- Brockway, B., v. Ulster & Dela. R. R. Co.**, 8 I. C. C., 21.
- Broderick & Bascom Rope Co. v. C., B. & Q. R. Co.**, 24 I. C. C., 709.
- Broderick & Bascom Rope Co. v. St. Louis, Iron Mountain & Southern Ry. Co. et al.**, 21 I. C. C., 668.
- Broderick & Bascom Rope Co. v. St. L., I. M. & S. R. Co.**, 24 I. C. C., 712.
- Broderick & Bascom Rope Co. v. W. R. Co.**, 25 I. C. C., 714.
- Brodix & Malone v. C., I. & L. R. Co.**, 23 I. C. C., 712.
- Brooklyn Cooperage Co. v. I. C. R. Co.**, 22 I. C. C., 358.
- Brook-Rauch Mill & Elevator Co. v. Missouri Pacific Ry. Co. et al.**, 17 I. C. C., 158.
- Brook-Rauch Mill & Elevator Co. v. St. Louis, Iron Mountain & Southern Ry. Co. et al.**, 21 I. C. C., 651.
- Brook-Rauch Mill & Elevator Co. v. St. L., I. M. & S. R. Co.**, 22 I. C. C., 249.
- Brook-Rauch Mill & Elevator Co. v. St. L., I. M. & S. Ry. Co.** (4486), 28 I. C. C., 711.
- Brooms to Colorado**, 28 I. C. C., 310.

See In re Advances, Broom Rates to Colorado.

- Brown Bros. Manufacturing Co. v. Chicago, Burlington & Quincy R. R. Co.**, 21 I. C. C., 513.

*Quoted:* Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 310.

"It is well understood that the Commission does not enforce in proceedings before it the strict rules of evidence which obtain in courts of law, but it is obvious that in order to determine questions of this character the Commission must have before it information of such definite character as will warrant a finding in respect of disputed questions of fact, and ordinarily this requires the testimony of a witness who is acquainted with the facts which, from a transportation standpoint, are material to the proceeding."

**Brown-Camp Hardware Co. v. St. Paul & Des Moines R. R. Co. et al,** 19 I. C. C., 606.

**Brown-Roberts Hardware & Supply Co. (Ltd.) v. L. Ry. & N. Co. (U. R. A-623),** 30 I. C. C., 726.

**Browne, Thomas J., v. American Express Co. et al,** 19 I. C. C., 612.

**Browne, Wayne R., v. B & M. R.,** 27 I. C. C., 47.

**Browne v. S. Ry. Co. (U. R. A-484),** 29 I. C. C., 728.

**Browne Grain Co. v. Atchison, Topeka & Santa Fe Ry. Co. (1571),** 14 I. C. C., 639.

**Browne Grain Co. v. Fort Worth & Rio Grande Ry. Co. et al,** 20 I. C. C., 410.

**Browne Grain Co. v. Gulf, Colorado & Santa Fe Ry. Co. et al,** 20 I. C. C., 163.

**Browne Grain Co. v. I. & G. N. R. Co.,** 26 I. C. C., 714.

**Browne Grain Co. v. M., L. & T. R. & S. S. Co.,** 22 I. C. C., 667.

**Brownell, Charles H., v. Columbus & Cincinnati Midland R. R. Co.,** 5 I. C. C., 638.

*Cited:* **Planters' Compress Co. v. C., C. & St. L. R. Co.,** 11 I. C. C., 410.

*Cited:* **John Taylor Dry Goods Co. v. M. P. Ry. Co.,** 28 I. C. C., 208.

The refusal of carriers to grant a lower rate on compress cotton loading 45,000 pounds or more to the car, than on plantation cotton which loads lighter is not a violation of the Act.

*Cited:* **Commercial Club of Omaha v. B. & O. R. R. Co.,** 19 I. C. C., 401.

*Cited:* **John Taylor Dry Goods Co. v. M. P. Ry. Co.,** 28 I. C. C., 208.

While the Commission has consistently sustained the legality of a differential between carload and less than carload rates upon the ground that the difference in cost of service justifies a reasonable difference in charge, it is highly significant that no order has ever been issued requiring that an any-quantity basis be superseded.

**Brownell Co. v. C., H. & D. Ry. Co. (5451),** 30 I. C. C., 712.

**Brownlee, J. L., v. Savannah, Florida & Western Ry. Co.,** 5 I. C. C., 120.

**Brownsville, Tex., Class and Commodity Rates,** 30 I. C. C., 479.

**Bruce & West Mfg. Co. v. E. R. R. Co.,** 28 I. C. C., 38.

**Brunswick & Western R. R. Co., Alleged Unlawful Charges for Transportation of Vegetables,** 8 I. C. C., 585.

**Brunswick & Western R. R. Co., Mayor and Council of Tifton, Ga., v.,**  
9 I. C. C., 160.

See Mayor and Council of Tifton, Ga., v. L. & N. R. R. Co.

**Brunswick-Balke-Collender Co. v. A., T. & S. F. R. Co.,** 23 I. C. C., 395.

*Affirmed:* Investigation and Suspension Docket 76, 25 I. C. C., 444, 489.

The rule in western classification applicable to lengthy or bulky articles modified in cited case which is affirmed, subject to the further investigation which has been ordered and which is still pending.

**Brunswick-Balke-Collender Co. v. C. G. W. R. R. Co. (6289),** 30 I. C. C., 714.

**Brunswick-Balke-Collender Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.,** 18 I. C. C., 165.

*Cited:* Merchants' & Mnfrs.' Asso. v. A. C. L. R. R. Co., 22 I. C. C., 469.

*Cited:* Brunswick-B.-C. Co. v. A., T. & S. F. Ry. Co., 23 I. C. C., 298.

The arbitrary minimum weight rule on bulky articles does not apply where the article can be loaded into a box car.

**Brunswick-Balke-Collender Co. v. Goodrich Transit Co.,** 26 I. C. C., 722.

**Brunswick-Balke-Collender Co. v. Grand Trunk Western Ry. Co. et al.,**  
20 I. C. C., 668.

**Brunswick-Balke-Collender Co. v. L., S. & I. Ry. Co. (5726),** 28 I. C. C., 717.

**Bryant Co. v. F., W. & D. C. Ry. Co.,** 28 I. C. C., 594.

**Buchanan, Daniel, v. Northern Pacific R. R. Co.,** 5 I. C. C., 7.

**Buck Bros. v. Baltimore & Ohio R. R. Co.,** 18 I. C. C., 627.

**Buckeye Buggy Co. v. Cleveland, Cinn., Chicago & St. Louis Ry. Co.,** 9 I. C. C., 620.

*Quoted:* California Com. Asso. v. Wells, Fargo & Co., 14 I. C. C., 432.

To a lawyer this legal proposition may well seem to create a material difference in conditions; as applied to the actual transaction that difference is hardly substantial. Claims for loss or damage to property in transit make up a very small part of the operating expenses of a railway. It has been frequently said in testimony before us that a risk of this kind is so small that it is not taken into account in fixing rates and the relation of rates upon those commodities. If the liability itself is not considered, still less important is it who may bring suit for the damage.

*Cited:* Export Shipping Co. v. Wabash R. R. Co., 14, I. C. C., 442.

Case decided in 1903 indicates that carriers were enforcing at that time certain tariff rules.

*Cited:* Export Shipping Co. v. Wabash R. R. Co., 14 I. C. C., 455.

Although there may be weighty reasons why rules against forwarding agents can and should be adopted, liability to a greater number of suits is not a matter of practical importance.

- Buda Co. v. H., E. & W. T. Ry. Co. (6370), 29 I. C. C., 714. :
- Buffalo & Susquehanna Ry. Co. et al., Clark, Fred G. Co. v., 18 I. C. C., 380.
- Buffalo & Susquehanna Ry. Co., Mills v. (U. R. A-268), 28 I. C. C., 723.
- Buffalo Cold Storage Co. v. G. C. & S. F. R. Co., 25 I. C. C., 716.
- Buffalo Cold Storage Co. v. S. A. & A. P. Ry. Co. (U. R. A-393), 28 I. C. C., 740.
- Buffalo Fertilizer Co. v. L. & N. R. Co., 23 I. C. C., 716.
- Buffalo Hardwood Lumber Co. v. Baltimore & Ohio Southwestern R. R. Co. et al., 21 I. C. C., 536.
- Buffalo Hardwood Lumber Co. v. S. Ry. Co. (1237), 29 I. C. C., 708.
- Buffalo, N. Y., Transportation Committee of the Manufacturers' Club v. Pullman Co., 18 I. C. C., 614.
- Buffalo Oil Co. v. Cincinnati, New Orleans & Texas Pacific Ry. Co. et al., 20 I. C. C., 663.
- Buffalo, Rochester & Pittsburg Ry. Co., Chamber of Commerce of Augusta, Ga., v., 26 I. C. C., 559.
- Buffalo, Rochester & Pittsburg Ry. Co., DuPre Co. v., 23 I. C. C., 226.
- See DuPre Co. v. B., R. & P. Ry. Co.
- Buffalo, R. & P. Ry. Co., DuPre Co. v. (U. R. A-354), 28 I. C. C., 734.
- Buffalo, Rochester & P. Ry. Co., Ellicott Brick Co. v. (U. R. A-560), 30 I. C. C., 718.
- Buffalo, Rochester & Pittsburg Ry. Co., Morton Salt Co. v., 28 I. C. C., 38.
- Buffalo, Rochester & Pittsburg Ry. Co., P. Co. v., 29 I. C. C., 114.

Defendant ordered to cease discrimination against complainant by refusal to interchange traffic at New Castle, Pa.

Pennsylvania Co. v. United States.

214 Fed., 445.

D. C. W. D. Pa.

May 9, 1914. Hunt, J.

Commission's order held to be valid.

**Pennsylvania Co. v. United States.**

236 U. S., 351.

February 23, 1915. Mr. Justice Day.

Commission's order held to be valid.

*Cited:* Botsford & Barret v. P. R. R. Co., 29 I. C. C., 472.

The right of a carrier to protect its terminals against its competitor.

**Buffalo, Rochester & Pittsburgh Ry. Co. et al., Sackett Plaster Board Co. v.,**  
18 I. C. C., 374.

**Buffalo, Rochester & Pittsburg Ry. Co., Werbelovsky v. (1189),** 13 I. C. C., 681.

**Buffalo Steel Co. v. New York Central & Hudson River R. R. Co. et al.,**  
20 I. C. C., 659.

**Buffalo Union Furnace Co. et al. v. Lake Shore & Michigan Southern Ry. Co. et al.,** 21 I. C. C., 620.

*Cited:* Alan Wood I. & S. Co. v. P. R. R. Co., 22 I. C. C., 547.

The two cases are almost identical as to circumstance and conditions in the same territory.

**Buick Motor Co. v. P. M. R. R. Co. (5535),** 30 I. C. C., 712.

**Buick Motor Co. v. S. K. Ry. Co. of Tex. (U. R. A-647),** 30 I. C. C., 730.

**Building Stone,** 28 I. C. C., 269.

**Bulah Coal Co. v. P. R. Co.,** 23 I. C. C., 186.

See Hillsdale Coal & Coke Co. v. P. R. R. Co.

**Bullard, Frank, v. C. & N. W. R. Co. (U. R. A-186),** 27 I. C. C., 719.

**Bullfrog Goldfield R. R. Co., L. V. & T. R. Co. v. (3925),** 27 I. C. C., 703.

**Bullock Bros. v. Louisville & Nashville R. R. Co.,** 8 I. C. C., 377.

See Savannah Bureau of Freight & Transportation v. Louisville & Nashville R. R. Co.

**Bulah Coal Co. v. Pennsylvania R. R. Co.,** 20 I. C. C., 52.

*Cited:* Hillsdale C. & C. Co. v. P. R. R. Co., 23 I. C. C., 188.

The Commission proceeded to take jurisdiction to award reparation for damage alleged to be due to discrimination in furnishing coal cars.

**Bulte, August J. Milling Co. v. Chicago & Alton R. R. Co.,** 15 I. C. C., 351.

*Affirmed:* Valley Flour Mills v. A., T. & S. F. Ry. Co., 16 I. C. C., 79.

*Affirmed:* Jennison Co. v. G. No. Ry. Co., 18 I. C. C., 118.

In the territory east of the Missouri River and north of the Ohio River, where wheat is grown in vast quantities, where milling is done in a great number of places, and where there is a great density of population and of traffic, there should be substantial parity between rates on wheat and on flour.

*Cited:* Moise Bros. Co. v. C., R. I. & P. Ry. Co., 16 I. C. C., 554.

*Cited:* New Pittsburgh Coal Co. v. H. V. Ry. Co., 26 I. C. C., 122.

*Cited:* Break-Bulk Grain Rates, 27 I. C. C., 80.

A division of a through rate will not be accepted as a basis for determining the reasonableness of a local rate.

*Cited:* Ky. Wagon Mfg. Co. v. I. C. R. R. Co., 18 I. C. C., 363.

There is no rule of law which requires a rail carrier to wait in adjusting its rates until actual water competition becomes formidable.

*Distinguished:* State of Iowa v. H. C. L. R. R. Co., 24 I. C. C., 137.

The cited case went no further than to say that a parity of rates on flour and wheat seemed on many grounds to be a sound policy as applied to particular territory involved. There is no fixed rule in the law of rates to support contention that there should as matter of law be a parity between raw material and products thereof.

**Bunch & Tussey v. Nevada-California-Oregon Ry.,** 17 I. C. C., 490, 506.

**Bunch Co. v. Chicago, Rock Island & Pacific Ry. Co.,** 13 I. C. C., 377.

**Bureau of Freight & Transportation of Charleston, S. C., v. Norfolk & Western Ry. Co.,** 11 I. C. C., 235.

**Bureau of Freight of Indianapolis v. C., C., C. & St. L. R. Co.,** 23 I. C. C., 195.

**Bureau of Freight of Memphis v. St. L. & S. F. R. Co.,** 22 I. C. C., 548.

**Bureau of Freight of Memphis v. S. L., I. M. & S. R. Co.,** 22 I. C. C., 548.

**Bureau of Freight of Memphis v. St. Louis Southwestern Ry. Co.,** 20 I. C. C., 33.

**Bureau of Freight of Memphis v. St. L. S. W. R. Co.,** 22 I. C. C., 537.

**Bureau of Freight of Waco et al. v. Houston & Texas Central R. R. Co. et al.,** 19 I. C. C., 22.

**Bureau of Traffic, Commercial Club, Salt Lake City, Utah, v. Atchison, Topeka & Santa Fe Ry. Co. et al.,** 19 I. C. C., 218.

**Bureau of Traffic of the Merchants' Exchange of San Francisco v. Southern Pacific Co.,** 19 I. C. C., 259.

**Bureau of Transportation of Seattle Chamber of Commerce et al. v. Northern Pacific Ry. Co. et al.**, 19 I. C. C., 265.

**Buren, Max. O., v. S. P. Co.**, 26 I. C. C., 332.

**Burgess v. Transcontinental Freight Bu.**, 13 I. C. C., 668.

Carriers ordered to reduce from 85 to 75 cents per 100 pounds their rate on lumber from Chicago, Ill., to Pacific coast, on the ground that the 85-cent rate was unreasonable. Reparation to be awarded only on shipments moving after filing of complaint with Commission.

**Darnell-Taenzer Lumber Co. v. Southern Pacific Co.**

190 Fed., 659. August 17, 1911.

C. C. W. D. Tenn., W. D. McCall, J.

Action at law to recover damages, based on Commission's award of reparation, dismissed on the ground that the declaration was faulty in that it did not aver that plaintiffs had paid the unreasonable rates nor that plaintiffs were damaged thereby. The report and order of the Commission, it was held, were not sufficient to make out a *prima facie* case, because such report and order failed to find that plaintiffs paid the unreasonable rate or that plaintiffs were actually damaged by reason of such unreasonable rate.

**Russe & Burgess v. Interstate Commerce Commission.**

C. C. N. D. Ill.

Bill to annul Commission's order in so far as it denied reparation on shipments moving prior to date of filing of complaint. Transferred to Commerce Court.

**Russe & Burgess v. Interstate Commerce Commission.**

193 Fed., 678; 1 Com. Ct., 311. February 13, 1912.

Commerce Court No. 18. Archibald, J.

Held that Commerce Court has jurisdiction of the case and that the Commission is without power to deny reparation solely on the ground of laches.

**Russe & Burgess v. Interstate Commerce Commission.**

Not reported. October 9, 1912.

Commerce Court No. 18.

Following *Procter & Gamble v. U. S.* (225 U. S., 282) to the effect that a denial of relief by the Commission is not an order of which the Commerce Court has jurisdiction, case dismissed for want of jurisdiction.

*Followed*: *Kindelon v. Sou. Pac. Co.*, 17 I. C. C., 253.

The rate on lumber from Mississippi River points considered and reparation awarded for excess.

*Cited:* Sou. Timber & Land Co. v. Sou. Pac. Co., 18 I. C. C., 233.

*Cited:* Maris v. Sou. Pac. Co., 18 I. C. C., 303.

A shipment moved June 12, 1907, prior to the filing of the complaint in Burgess case.

*Adhered to:* Rate on Hardwood Lumber, 21 I. C. C., 398.

*Cited:* Mich. Hardwood Mnfrs.' Asso. v. Trans. Frt. Bu., 22 I. C. C., 388.

The rate on hardwood lumber from Chicago and points west to Pacific coast fixed at 75 cents per hundred pounds—the order in former case expired and the advance to 85 cents held unreasonable.

*Cited:* City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.

Transcontinental rates are affected by water competition.

*Followed:* Mich. Hardwood Mnfrs.' Asso. v. Freight Bureau, 27 I. C. C., 38.

Held that where unreasonable rate is assessed it is not necessary to prove damage and that contention that the price of the commodity shipped was increased by the amount of the increase in the transportation charge and therefore have sustained no damage, is not well founded.

**Burgess, George D. et al. v. Transcontinental Freight Bureau et al., 19 I. C. C., 611.**

*Cited:* Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 323.

Rate of 85 cents on hardwood lumber from all points west of Chicago and the Mississippi River to Pacific coast terminal found unreasonable in cited case.

**Burke Tanning Co. v. S. R. Co., 24 I. C. C., 716.**

**Burlington & Mo. River R. R. in Neb., Business Men's League of St. Louis v., 9 I. C. C., 318.**

See Business Men's League of St. Louis v. A., T. & S. F. Ry. Co.

**Burlington & Mo. River R. R. Co. in Neb., Colorado Fuel & Iron Co. v., 6 I. C. C., 488.**

See Colo. Fuel & Iron Co. v. Southern Pacific Co.

**Burlington & Mo. River R. R. Co. in Neb., Commercial Club of Omaha v., 6 I. C. C., 647.**

See Commercial Club of Omaha v. Chicago, Rock Island & Pacific Ry. Co.



**Burlington & Mo. River R. R. Co., Com. Club of Omaha v.,** 7 I. C. C., 386.

See *Commercial Club of Omaha v. C. & N. W. Ry. Co.*

**Burlington & Mo. River R. R. Co. in Neb., Griffee, C. H., v.,** 2 I. C. C., 301.

See *Griffee v. Burlington & Mo. River R. R. Co.*

**Burlington & Mo. River R. R. in Nebraska, Gustin, A. J., v.,** 8 I. C. C.,  
277, 481.

See *Gustin v. A., T. & S. F. Ry. Co. and Gustin v. Burlington & Mo. River R. R. in Neb.*

**Burlington & Mo. River R. R. Co. in Neb., Lincoln Board of Trade v.,** 2 I.  
C. C., 147.

See *Lincoln Board of Trade v. Burlington & Mo. River R. R. Co.*

**Burlington & Mo. River R. R. Co., San Bernardino Board of Trade v.,**  
4 I. C. C., 104.

See *San Bernardino Board of Trade v. A., T. & S. F. Ry. Co.*

**Burlington, Cedar Rapids & Northern Ry. Co., Chamber of Com. of the  
City of Milwaukee v.,** 7 I. C. C., 481.

See *Chamber of Commerce of the City of Milwaukee v. Chicago, Milwaukee & St. Paul Ry. Co.*

**Burlington, Cedar Rapids & Northern Ry. Co., Chicago Live Stock Ex. v.,**  
10 I. C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

**Burlington, Cedar Rapids & Northern Ry. Co., Daniels, E. J., v.,** 6 I. C.  
C., 458.

See *Daniels v. Chicago, Rock Island & Pacific Ry. Co.*

**Burlington, Cedar Rapids & Northern Ry. Co., Gustin, A. J., v.,** 6 I. C.  
C., 277.

See *Gustin v. A., T. & S. F. Ry. Co.*

**Burlington, Cedar Rapids & Northern Ry. Co., Mnfrs.' & Jobbers' Union of  
Mankato, Minn., v.,** 4 I. C. C., 79.

See *Manufacturers' & Jobbers' Union, Etc., v. Minneapolis & St. Louis Ry. Co.*

**Burlington Commission Co. v. G. N. R. Co.**, 24 I. C. C., 705.

**Burlington Lumber Co. v. C. & A. R. Co.**, 23 I. C. C., 716.

**Burlington Lumber Co. v. C. & A. R. Co.** (U. R. A-170), 27 I. C. C., 716.

**Burnham, Hann, Munger Dry Goods Co. v. Chicago, Rock Island & Pacific Ry. Co.**, 14 I. C. C., 299.

Carriers ordered to reduce that portion of a combination through rate which applied to the haul between the Mississippi and Missouri Rivers on traffic moving from the Atlantic seaboard to Kansas City, Mo., and other Missouri River cities, on the ground that such factor of the through rate is unreasonable.

**Chicago, Rock Island & Pacific Ry. Co. v. Interstate Commerce Commission.**

Not reported. November 6, 1908.

C. C. N. D. Ill., E. D. Grosscup, J.

Temporary injunction granted against enforcement of Commission's order on the ground that it disturbed commercial conditions that had grown up under the former rate basis.

**Chicago, Rock Island & Pacific Ry. Co. v. Interstate Commerce Commission.**

171 Fed., 680. August 24, 1909.

C. C. N. D. Ill., E. D. Grosscup, J.

Commission's order held invalid on the ground that it arbitrarily created trade zones. Enforcement of order permanently enjoined.

**Interstate Commerce Commission v. Chicago, Rock Island & Pacific Ry. Co.**

**Burnham, Hanna, Munger Dry Goods Co. v. Same.**

218 U. S., 88. May 31, 1910. McKenna, J.

Commission's order held to be valid in all respects. It did not, the court held, arbitrarily create trade zones.

*Cited:* **Randolph Lumber Co. v. Seaboard Air Line**, 14 I. C. C., 339.

*Followed:* **Kansas City Trans. Bu. v. A., T. & S. F. Ry. Co.**, 15 I. C. C., 498.

*Cited:* **Suffern Grain Co. v. I. C. R. R. Co.**, 22 I. C. C., 181.

*Cited:* **Bluefield Shippers' Asso. v. N. & W. Ry. Co.**, 22 I. C. C., 532.

*Cited:* **Southwestern Shippers' Traffic Asso. v. A., T. & S. F. Ry. Co.**, 24 I. C. C., 579.

*Cited:* **Appalachia Lumber Co. v. L. & N. R. R. Co.**, 25 I. C. C., 195.

*Cited:* **Interior Iowa Cities Case**, 28 I. C. C., 66.

*Cited:* **Colorado Mnfrs.' Asso. v. A., T. & S. F. Ry. Co.**, 28 I. C. C., 83

For sufficient reason shown, held that through rate should be less than the sum of the locals.

*Cited:* Kindell v. N. Y., N. H. & H. R. R. Co., 15 I. C. C., 559.

It must not be assumed that a basing line for rates may be established and made an impassable barrier for through rates, or that cities or markets located at or upon such basing line have any inviolable possession of, or hold upon, the right to distribute traffic in or from the territory lying beyond.

*Cited:* Indianapolis Frt. Bu. v. C., C. & St. L. Ry. Co., 16 I. C. C., 56.

Order relative to class rates and relative adjustment thereof withheld pending court decision in Burnham case.

*Cited:* Muskogee Traffic Bu. v. A., T. & S. F. Ry. Co., 17 I. C. C., 173.

Per ton mile comparisons are often helpful in reaching a conclusion in respect to the reasonableness of rates, but to take that as the sole test would be a scrutiny from the narrowest viewpoint.

*Cited:* Greater Des Moines Com. v. C., M. & St. P. Ry. Co., 18 I. C. C., 81.

The Commission will not hesitate to right a wrong because similar wrongs existed as to other cities.

*Cited:* Wheeler & Motter Mer. Co. v. C., B. & Q. R. R. Co., 20 I. C. C., 141, 147.

*Cited:* John Taylor Dry Goods Co. v. M. P. Ry. Co., 28 I. C. C., 211.

*Cited:* Taylor Dry Goods Co. v. M. P. Ry. Co., 28 I. C. C., 308.

Third-class proportional rate established previously does not apply to cotton piece goods.

*Cited:* I. & S. Docket No. 24, 21 I. C. C., 547, *et sequiter*.

*Cited:* Indianapolis Frt. Bu. v. C., C. & St. L. Ry. Co., 23 I. C. C., 196.

*Cited:* Boston Chamber of Com. v. A., T. & S. F. Ry. Co., 28 I. C. C., 233.

Through rates on first five classes from Atlantic seaboard to Missouri River cities considered.

*Cited:* Escanaba Business Men's Asso. v. A. A. R. R. Co., 24 I. C. C., 20.

*Cited and quoted:* Bus. Men's League v. B. & O. R. R. Co., 24 I. C. C., 126.

*Cited:* Com. Club of Duluth v. B. & O. R. R. Co., 27 I. C. C., 650.

The rates to St. Paul and Minneapolis are controlled by competition of water lines and Canadian rail lines, and may reasonably be lower than to Missouri River cities.

*Cited:* Griffing v. C. & N. W. Ry. Co., 25 I. C. C., 135.

The rate on bicycles not to exceed one and one-half times the first-class rate.

*Cited:* People's Fuel & Supply Co. v. G. T. W. Ry. Co., 27 I. C. C., 28

It is not the separate factors in a through rate, but the rate or charge as a whole, to which the test of reasonableness must be applied. In examining into reasonableness of a combination rate or charge, the several factors thereof may be examined to locate unreasonableness in the total charge.

*Cited:* Commercial Club of Terre Haute v. V. R. R. Co., 29 I. C. C., 385.

The reasonableness of the 60-cent scale between the Mississippi River and Missouri River, in its application to through traffic originating east of the Indiana-Illinois state line has been heretofore considered by the Commission.

*Distinguished:* Springfield Traffic Bu. v. St. L. & S. F. R. R. Co., 29 I. C. C., 604, 606.

The reasonableness of the 55-cent scale was judged by conditions via direct lines where highly competitive conditions prevail. To measure all rates for equal distances from St. Louis by this rate, would disrupt the entire rate fabric of local and proportional rates therefrom.

*Cited:* Springfield Traffic Bureau v. St. L. & S. F. R. R. Co., 29 I. C. C., 605.

Short line distance from all Mississippi River crossings to Kansas City averages 275 miles.

Burno, Charlie, v. M., K. & T. R. Co., 22 I. C. C., 665.

Burns, John C., v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 619.

Burr, R. Hudson et al., as R. R. Commissioners of the State of Florida, v. Seaboard Air Line Ry. et al., 16 I. C. C., 1.

Burson Knitting Co. v. C., M. & St. P. Ry. Co. (U. R. A-375), 28 I. C. C., 737.

Burt, W. L., v. A. T. & T. Co., 26 I. C. C., 709.

Burton, Frank W., v. Unadilla Valley Ry. Co. et al., 20 I. C. C., 75.

Burton Stock Car Co. v. Chicago, Burlington & Quincy R. R. Co., 1 I. C. C., 132.

*Quoted:* Worcester Excursion Car Co. v. The Penn. R. Co., 3 I. C. C., 582.

"The Burton Stock Car Company does not receive and use the cars belonging to other carriers, and there is no possible mutuality in this respect, such as exists between carriers exchanging cars in the ordinary way. The Burton Stock Car Company is in no sense a 'connecting line,' entitled to equal facilities for interchange of traffic under

the provisions of the second paragraph of section 3 of the Act to regulate commerce. Its counsel insists that it is not a common carrier. When freight is tendered to defendants in loaded cars by other carriers they have the option to take the car or to reload the freight into their own cars, and the latter course is often pursued when the cost of unloading is less than the car service for the proposed trip. The fact that carriers interchange cars with one another in the manner and on the terms stated does not entitle the complainant to claim that it is unjustly discriminated against by a refusal to pay it the same rate which carriers adopt as the basis in adjusting their car-service accounts with each other."

*Quoted:* Worcester Excursion Car Co. v. The Penn. R. C., 3 I. C. C., 586.

"As is well known, freight cars belonging to the different railroad companies throughout the land are, to a large extent, used interchangeably. A record of their mileage when away from home is made the basis of the payment of the 'car service' at the rate of three-fourths of a cent per mile. Of course, if the cars of a carrier are used as much away from home as it uses the cars of other roads on its line, the monthly payments for car service will be offset by the amounts received. This is theoretically the nature of the transaction—a matter of mutual convenience which costs neither party anything. The payments and receipts in any one month could not be expected to exactly balance, but if each road has cars sufficient for its use, the result in the long run will be very nearly equalized. In view of this fact, it is obvious that no great importance attends the making this payment an exact compensation for the use of the cars, and it would not be fair to make it the measure of payment required to be made for the use of cars hired from other persons."

**Bush Terminal Co., Swedish Iron & Steel Corp. v. (U. R. A-323), 28 I. C. C., 730.**

**Bushnell v. M. & N. A. R. R. Co. (U. R. A-288), 28 I. C. C., 726.**

**Business Men's Asso. of Green Bay v. B. & O. R. R. Co., 15 I. C. C., 59.**

**Business Men's League of Albert Lea, Minn., v. B. & O. R. Co., 24 I. C. C., 125.**

*Cited:* New Pittsburg Coal Co. v. H. V. Ry. Co., 26 I. C. C., 122.

While the division of a through rate accepted by a carrier may throw some light upon the reasonableness of other rates, it may not be regarded as a necessary test of the reasonableness of a local rate in effect over the same line.

**Business Men's League of St. Louis v. Atchison, Topeka & Santa Fe Ry. Co., 9 I. C. C., 318.**

*Cited:* Hardenberg, Dolson & Gray v. N. P. Ry. Co., 14 I. C. C., 580.

Wherever competition has compelled carriers to establish a lower rate to a more distant point than is given a non-competitive point intermediate, it is practically the universal custom of carriers to give to the non-competitive point a rate equivalent to the combination upon the point where competition is controlling.

*Cited:* City of Spokane v. N. P. Ry. Co., 15 I. C. C., 385, 388, 390.

*Cited:* Railroad Commission of Nevada v. S. P. Co., 21 I. C. C., 355.

*Cited:* City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.

*Cited:* H. L. Keats Auto Co. v. O. W. R. R. & Nav. Co., 28 I. C. C., 413.

The railroad policy of meeting water competition between Atlantic and Pacific coast points considered.

**Business Men's League of St. Louis v. Chicago & Alton R. R. Co. et al.,** 21 I. C. C., 669.

**Business Men's Asso. of the State of Minn. v. Chicago & Northwestern Railway Co.,** 2 I. C. C., 73.

*Quoted:* N. O. Cot. Ex. v. Ill. C. R. Co.; same v. other railway companies, 3 I. C. C., 557.

"The subject of comparing rates in one portion of the country with rates in another and rates upon one line with rates upon another, operated under substantially different circumstances and conditions, has repeatedly been before us and we have uniformly held that they do not constitute a fair basis of comparison."

*Quoted:* N. O. Cot. Ex. v. Ill. C. R. Co., 3 I. C. C., 560.

"We have also had occasion to consider the subject of the rates per ton per mile decreasing for the greater distance, as insisted on here, and we have held, as we have found, that while this is one of the incidents or elements, and, indeed, may be said to be a rule in the case of joint rates on long hauls or through rates on long hauls, unless modified by exceptional conditions of transportation, yet that it can not, as a rule, be considered as a test in railroad operations in the case of local rates."

*Cited:* Hilton Lumber Co. v. Wilmington & W. R. R. Co., 9 I. C. C., 33.

Case where the through rate was greater than the combination of locals on an intermediate point.

**Business Men's Asso. of the State of Minn. v. Chicago, St. Paul, Minneapolis & Omaha R. R. Co.,** 2 I. C. C., 52.

*Cited:* Business Men's Asso. of Minn. v. Chic. & N. W. Ry. Co., 2 I. C. C., 83.

*Cited:* N. O. Cot. Ex. v. Ill. Cen. R. Co., et al., 3 I. C. C., 557.

A comparison of rates in one portion of the country with rates in another, and rates upon one line with rates upon another operated under substantially different circumstances and conditions, does not constitute a fair basis.

*Cited:* Business Men's Asso. of Minn. v. Chic. & N. W. Ry. Co., 2 I. C. C., 83.

*Cited:* N. O. Cot. Ex. v. Ill. Cen. R. Co., et al., 3 I. C. C., 559.

*Cited:* Mnfrs.' & Jobbers' Union of Mankato v. Min. & St. L. Ry. Co., 4 I. C. C., 84.

*Cited:* Rice, Robinson & Witherop v. W. N. Y. & Penn. Ry. Co., 4 I. C. C., 151.

*Quoted:* Danville Brick Co. v. C. & U. W. Ry. Co., 20 I. C. C., 242.

It is the rule in the case of joint rates on long hauls or through rates on long hauls, unless modified by exceptional conditions of transportation, that the rate per ton per mile decreases for the greater distance, but this cannot be considered as a test in the case of local rates.

*Cited:* Lincoln Board of Trade v. Burl. & Mo. R. R. Co., 2 I. C. C., 151.

*Cited:* N. W. Howell, Etc., v. The N. Y., L. E. & N. R. R. Co., Etc., 2 I. C. C., 294.

The system of grouping points on a rate is not in itself necessarily illegal and only becomes so when it can be shown that illegal results flow from it.

*Cited:* L. Lippman & Co. v. I. C. R. R. Co., 2 I. C. C., 587.

*Quoted:* Chi. Board of Trade v. Chicago & Alton R. Co., 4 I. C. C., 187.

"The words 'substantially similar circumstances and conditions' as found in the second and fourth sections of the Act to regulate commerce, as we understand and construe them, in certain important particulars define the duties and rights of the carriers and the rights of shippers as well. If the carrier claims to act under a compulsion of circumstances and conditions of his own creation or connivance in the making of an exceptional rate, then these will not avail him. If the carrier claims to act under a compulsion of circumstances and conditions which he could obviate by reasonable, fair and just execution on his part, in the making of an exceptional rate, then they will not avail him."

*Cited:* Poughkeepsie Iron Co. v. N. Y. C. & H. R. R. Co., 4 I. C. C., 208.

*Cited:* Gustin v. A., T. & S. F. R. Co., 8 I. C. C., 288.

Rule that the rate per ton mile must be same upon such distinct and different services rendered is one that has been repeatedly denied application.

*Cited:* *W. S. King & Co. v. N. Y., N. H. & H. R. Co.*, 4 I. C. C., 261.  
Water competition justifies lower rates.

*Cited and quoted:* *R. R. Com. of Ga. v. Clyde Steamship Co.*, 5 I. C. C., 399.

Competition of state railroad, a condition and circumstance which may make a rate on interstate carrier to certain point justifiable.

*Cited:* *Detroit Chem. Works v. N. C. Ry. Co.*, 13 I. C. C., 361.

The ton mile earnings cannot be considered a determining measure of the reasonableness of a rate. All surrounding circumstances and conditions must be considered.

*Business Asso. of Wichita v. A., T. & S. F. Ry. Co.*, 30 I. C. C., 45, 374.

*Business Asso. of Wichita, Kans., v. K. C., M. & O. Ry. Co.*, 29 I. C. C., 669.

*Business Men's Protective League Asso. of Bowling Green v. L. & N. R. Co.*, 24 I. C. C., 228.

See *Bowling Green Business Men's, Etc., v. L. & N. R. R. Co.*

*Butcher Folding Crate Co. v. M. C. R. R. Co.* (5516), 28 I. C. C., 715.

*Butler Bros. v. C. G. W. R. Co.*, 23 I. C. C., 711.

*Butler Paper Co. v. B. & A. R. R. Co.* (U. R. A-372), 28 I. C. C., 737.

*Butler Paper Co. v. N. Y. C. & H. R. R. R. Co.* (U. R. A-267), 28 I. C. C., 723.

*Butte, Anaconda & Pacific Ry. Co., Anaconda Copper Mining Co. v.*, 26 I. C. C., 716.

*Butte, Anaconda & Pacific Ry. Co., Carstens Packing Co. v.*, 15 I. C. C., 432.

*Butter & Cheese*, 28 I. C. C., 330.

*Butter and Eggs*, 29 I. C. C., 45.

*Butter and Eggs from Topeka to the Southeast*, 27 I. C. C., 692.

*Butters Lumber Co. v. Atlantic Coast Line R. R. Co.*, 13 I. C. C., 521.

*Butts Cannel Coal Co. v. Bessemer & Lake Erie R. R. Co.*, 13 I. C. C., 383.

See *Goff-Kirby Coal Co. v. B. & L. E. R. R. Co.*

*Butts Cannel Coal Co. v. Bessemer & Lake Erie R. R. Co.*, 15 I. C. C., 553.

*Byrnes, Trustee for H. Woods Co., Bankrupt, v. A. C. L. R. R. Co.* (U. R. A-492), 29 I. C. C., 729.



Byrnes, Edw., Trustee, v. A. C. L. R. Co., 23 I. C. C., 251.

Byrnes, Edw., v. A., T. & S. F. R. Co., 22 I. C. C., 585.

Byrnes, Edw., Trustee, v. W. F. & Co., 23 I. C. C., 717.

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C. & W. Lumber Co. v. Tallulah Falls Ry. Co. et al., 21 I. C. C., 462.

Cable Co. v. C. & N. W. R. Co., 22 I. C. C., 663.

Caddell, Ed. & Sons v. Colorado & Southern Ry. Co. et al., 18 I. C. C., 625.

Caddo & Choctaw R. R., Caddo River Lumber Co. v., 24 I. C. C., 725.

Caddo & Choctaw R. R., Caddo River Lumber Co. v. (U. R. A.-455), 29 I. C. C., 724.

Caddo River Lumber Co. v. Caddo & Choctaw R., 24 I. C. C., 725.

Caddo River Lumber Co. v. Caddo & Choctaw R. R. (U. R. A.-455), 29 I. C. C., 724.

Cadwell, W. E. Co. C. v. Chicago, Indianapolis & Louisville Ry. Co. et al., 20 I. C. C., 412.

Cady, H. F. Lumber Co. v. Missouri Pacific Ry. Co. et al., 19 I. C. C., 12.

Cady Lumber Co. v. A., T. & S. F. Ry. Co. (U. R. A.-590), 30 I. C. C., 722.

C., K. & N. Coal Co. v. Colorado & Southern Ry. Co. et al., 17 I. C. C., 612.

Cahill Iron Works v. N., C. & St. L. R. Co., 25 I. C. C., 252.

Cahill Iron Works v. S. R. Co., 25 I. C. C., 252.

Calcasieu Long Leaf Lumber Co. v. L. & P. R. Co., 24 I. C. C., 725.

Calcasieu Long Leaf Lumber Co v. L. & P. Ry. Co. (U. R. A.-455), 29 I. C. C., 724.

California Central Ry. Co., San Bernardino Board of Trade v., 4 I. C. C., 104.

See San Bernardino B'd of T'd v. A., T. & S. F. Ry. Co.

California-Colorado Lumber Rates, 30 I. C. C., 461.

California Commercial Asso. v. Wells, Fargo & Co., 14 I. C. C., 422.

Express company ordered to apply carload rates on consolidated carload shipments on the ground that the practice of charging the parcel rate on each package in such consolidated carload shipments is unreasonable and unjustly discriminatory.

Wells, Fargo & Co. v. Interstate Commerce Commission.

Not reported.

C. C. S. D. N. Y.

Pending the determination of the case of Export Shipping Co. v. Wabash R. R. Co. (14 I. C. C. 437; 166 Fed. 499; 220 U. S., 235), the order in this case was suspended by the Commission. There was therefore no action by the court.

*Followed:* Export Shipping Co. v. Wabash R. Co., 14 I. C. C., 437, 440.

*Sustained:* I. C. C. v. D., L. & W. R. R. Co., 220 U. S., 235.

The note to Rule 5-B and Rule 15-E of the Official Classification held unlawful.

*Distinguished:* Cal. Com. Asso. v. Wells, Fargo & Co., 16 I. C. C., 461.

The larger question of "special rates on merchandise in large lots" is not herein involved.

*Cited:* Cal. Com. Asso. v. Wells, Fargo & Co., 21 I. C. C., 300.

Supplemental report reaffirming unlawfulness of defendant's practice of applying rates based upon the ownership of property tendered it for transportation, and awarding reparation.

**California Commercial Association v. Wells, Fargo & Co.,** 16 I. C. C., 458.

**California Commercial Association v. Wells, Fargo & Co.,** 21 I. C. C., 300.

**California Commercial Asso. v. W., F. & Co.,** 24 I. C. C., 380.

See In re Express Rates.

**California Commercial Asso. v. Wells, Fargo Co.,** 28 I. C. C., 131.

**California Fruit Growers' Exchange v. Santa Fe Refrigerator Despatch Co. et al.,** 17 I. C. C., 404.

**California Fruit Growers' Ex. v. Southern Pacific Co.,** 12 I. C. C., 553.

*Quoted and followed:* R. R. Com. of Iowa v. C., R. I. & P. Ry. Co., 29 I. C. C. 400.

Distribution of cars for the transportation of oranges during periods of shortage. The rule had been to apportion cars on basis of number of carloads of fruit on the trees as the principal factor. This was known as the "crop-holding rule." The railroad made a change to the "house-rule," which had for its basis, the number of carloads of fruit in the shippers' warehouses ready to be loaded. The change was approved.

**California Ink Co. v. M. O. & G. Ry. Co. (U. R. A.-664),** 30 I. C. C., 732.

**California-Nevada Lumber Co. Rates,** 28 I. C. C., 313.

See In re Advances, California-Nevada Lumber Rates.

**California Pole & Piling Co. v. S. P. Co.**, 22 I. C. C., 507.

*Reversed*: California Pole & Pile Co. v. S. P. Co., 27 I. C. C., 670.

On rehearing it was found that rates on poles and piling which exceed by \$1.00 per ton the rate on lumber from points in Oregon to stations of defendant's lines in California, were reasonable.

**California Pole & Piling Co. v. S. P. Co.**, 27 I. C. C., 669.

**California Southern R. R. Co., San Bernardino Board of Trade v.**, 4 I. C. C., 104.

See San Bernardino B'd of T'd v. A., T. & S. F. Ry. Co.

**Callaway v. Louisville & Nashville R. R. Co.** (431), 12 I. C. C., 581.

**Callaway Fuel Co. v. P. M. R. R. Co.**, 28 I. C. C., 645.

**Calloway, Fuller E., v. Louisville & Nashville R. R. Co.**, 7 I. C. C., 431.

Carriers ordered to cease charging the existing rates from New Orleans, La., which are higher for the shorter haul to La Grange, Ga., than for the longer haul to other Georgia cities, on the ground that the existing rates are in violation of sections 1, 3 and 4.

**Interstate Commerce Commission v. Louisville & Nashville R. R. Co.**  
102 Fed. 709. December 2, 1899.

C. C. S. D. Ala. Toulmin, J.

Commission's order held to be valid.

**Interstate Commerce Commission v. Louisville & Nashville R. R. Co.**  
101 Fed. 146. December 12, 1899.

C. C. S. D. Ala. Toulmin, J.

Injunction compelling compliance with Commission's order suspended pending appeal.

**Louisville & Nashville R. R. Co. v. Interstate Commerce Commission.**  
108 Fed. 988. May 14, 1901.

C. C. A. 5th Cir. Per curiam.

Commission's order held to be invalid.

**Interstate Commerce Commission v. Louisville & Nashville R. R. Co.**  
190 U. S. 273. May 18, 1903. White, J.

Commission's order held to be invalid on the ground that competition between carriers subject to the act justifies the existing rate adjustment.

*Cited*: Montgomery Frt. Bureau v. L. & N. R. R. Co., 17 I. C. C., 531.

The controlling effect of water competition upon rate adjustments in the southeast and the propriety of maintaining rates to intermediate

points higher than to terminal and basing points, making the intermediate rates in combination on such terminal or basing point, passed on in many cases and must be considered as settled.

- Calooshattee River Steamboat Line, R. R. Com'rs of Florida v.**, 28 I. C. C., 356.
- Calvi, John B., v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 21 I. C. C., 683.
- Cambria Steel Co. v. B. & O. R. R. Co.**, 15 I. C. C., 484.
- Cambria Steel Co. v. Great Northern Ry. Co.**, 12 I. C. C., 466.
- Camden Iron Works v. S. Ry. Co. (U. R. A-508)**, 29 I. C. C., 731.
- Cameron, William & Co., Inc., v. Houston, East & West Texas Ry. Co. et al.**, 19 I. C. C., 146.
- Cameron, William & Co., Inc., v. Texas & Pacific Ry. Co. et al.**, 18 I. C. C., 560.
- Camilla, Ga., City v. A. C. L. R. R. Co.**, 28 I. C. C., 433.
- Campbell Coal Co. v. L. & N. R. R. Co. (U. R. A-604)**, 30 I. C. C., 724.
- Campbell's Creek Coal Co. v. A. A. R. R. Co.**, 29 I. C. C., 682.
- Campbell's Creek R. R. Co. v. A. A. R. R. Co.**, 29 I. C. C., 682.
- Campbell Creek Coal Co. et al v. Kanawha & Michigan Ry. Co.**, 16 I. C. C., 603.
- Campbell, Frank W., Board of R. R. Commissioners of Montana in behalf of v. N. P. R. Co.**, 26 I. C. C., 482.
- Campbell Lumber Co. v. Louisville & Nashville R. R. Co. (990)**, 12 I. C. C., 587.
- Canada Atlantic Ry. Co., National Hay Asso. v.**, 9 I. C. C., 264.
- Canada Southern Ry. Co., Michigan Box Co. v.**, 6 I. C. C., 335.
- See **Michigan Box Co. v. Flint & Pere Marquette R. R. Co.**
- Canadian Ex. Co. v. Wells, Fargo & Co. (1488)**, 15 I. C. C., 637.
- Canadian Northern Quebec Ry. Co. et al, Williar, H. R., v.**, 17 I. C. C., 304.  
Williar v. C.N. Q. Ry. Co.
- Canadian Pacific Passenger Rate Differentials**, 8 I. C. C., 71.
- Canadian Pacific Ry. Co., Board of Trade of Troy, Ala., v.**, 6 I. C. C., 1.
- Canadian Pacific Ry. Co., Follmer & Co. v.**, 26 I. C. C., 512.

**Canadian Pacific Ry. Co., James & Abbot v.,** 5 I. C. C., 612.

See James & Abbot v. Canadian Pac. Ry. Co.

**Canadian Pacific Ry. Co., Menasha Wooden Ware Co. v.,** 11 I. C. C., 666.

**Canadian Pacific Ry. Co., National Hay Asso. v.,** 9 I. C. C., 264.

**Canadian Pacific Railway Co., N. Y. Board of Trade & Transportation v.,**  
I. C. C., 447.

See N. Y. Board of Trade, etc., v. Penn. R. R. Co.

**Canadian Pacific Ry. Co., Swift Beef Co., Ltd., v. (U. R. A.-284),** 28 I. C. C., 725.

**Canadian Pacific Ry. Co., Young & Son v.,** 26 I. C. C., 716.

**Canadian Valley Grain Co. v. Chicago, Milwaukee & St. Paul Ry. Co.,** 18 I. C. C., 509.

**Canadian Valley Grain Co. v. Chicago, Rock Island & Pacific Ry. Co. et al.,**  
19 I. C. C., 108.

*Distinguished:* Faribault Furniture Co. v. C. G. W. R. R. Co., 25 I. C. C., 41.

The supplement to the tariff which was not posted did not change the rate under which shipment moved and in this respect differs from the cited case, where the supplement to the tariff did change the rate and the shipper thereby did suffer a loss.

**Cananea Consolidated Copper Co. v. Baltimore & Ohio R. R. Co. et al.,** 16 I. C. C., 611.

**Cananea Consolidated Copper Co. v. Baltimore & Ohio R. R. Co.,** 16 I. C. C., 612.

**Cananea Consolidated Copper Co. v. Chicago & Erie R. R. Co. et al.,** 16 I. C. C., 611.

**Cananea Consolidated Copper Co. v. Monongahela R. R. Co. et al.,** 16 I. C. C., 612.

**Cananea Consolidated Copper Co. v. Pennsylvania R. R. Co. et al.,** 16 I. C. C., 611.

**Cananea Consolidated Copper Co. v. Pennsylvania R. R. Co. et al.,** 21 I. C. C., 663.

**Cancellation of Eastbound Joint Rates from Stations on the Bellingham & Northern Ry. (U. R. A.-522),** 29 I. C. C., 733.

**Cancellation of Joint Rates in Connection with Chicago Zeigler & Gulf R. R. Co.**, 27 I. C. C., 353.

**Cancellation of Kansas City & Memphis Ry. Co. Rates**, 28 I. C. C., 640.

**Cane Belt R. R. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

**Canned Apples, Rates from Points in Washington and Other States to Eastern Destinations** (U. R. A.-524), 29 I. C. C., 733.

**Cannon, S. J. & S. v. Mobile & Ohio R. R. Co.**, 11 I. C. C., 537.

**Cannon Falls Farmers' Elevator Co. v. Chicago Great Western Ry. Co.**, 10 I. C. C., 650.

*Followed and quoted:* **Butte Milling Co. v. C. & A. R. R. Co.**, 15 I. C. C., 356.

While no investigation had been previously made with respect to flour traffic, an investigation had been made as to wheat and it was found that the rates from Minneapolis were fixed by the lake water competition.

*Cited:* **Reduced Rates on Return Shipments**, 19 I. C. C., 417.

The fact that freight has been shipped once and paid one rate cannot be taken into consideration in fixing charges for a subsequent transaction.

**Cannon Manufacturing Co. v. Southern Ry. Co. et al.**, 21 I. C. C., 673.

**Canton Bridge Co. v. A., T. & S. F. R. Co.** (U. R. A.-115), 27 I. C. C., 709.

**Canton Bridge Co. v. P. Co.** (U. R. A-612), 30 I. C. C., 725.

**Canton Fertilizer & Chemical Co. v. Baltimore & Ohio R. R. Co. et al.**, 17 I. C. C., 627.

**Canton Fertilizer & Chemical Co. v. Pennsylvania Co. et al.**, 17 I. C. C., 627.

**Canton Fertilizer & Chemical Co. v. Wheeling & Lake Erie R. R. Co. et al.**, 17 I. C. C., 627.

**Cape Charles R. R. Co., Merchants' & Mnfrs.' Asso. v.**, 30 I. C. C., 29.

**Cape Fear & Yadkin Valley Ry. Co., Wil. Tariff Asso. of Wil., N. C., v.**, 9 I. C. C., 118.

See *Wilmington Tariff Asso. v. C., P. & V. R. R. Co.*

**Cape Girardeau & Southwestern Ry. Co., Missouri & Ill. R. R. Tie & Lumber Co. v.**, 1 I. C. C., 30.

See *Missouri & Illinois R. R. Tie & Lumber Co. v. Cape Girardeau & Southwestern Ry. Co.*

**Capehart, S. C., v. Louisville & Nashville R. R. Co., 4 I. C. C., 265.**

*Cited:* N. Y. & N. Ry. Co. v. N. Y. & N. E. R. R. Co., 4 I. C. C., 718.

The facts of each case are peculiar to that case and the holding accordingly peculiar. A water carrier not subject to Act can not invoke provisions of the Act to require a traffic arrangement to be entered into between itself and a rail carrier.

*Distinguished:* N. Y. & N. Ry. Co. v. N. Y. & N. E. R. R. Co., 4 I. C. C., 726.

In this case Commission has jurisdiction over the N. Y. & N., and it is subject to provisions of Act to regulate commerce, in Capehart's case the complainant was a steamboat line operating on a navigable river and not subject to the Act.

*Cited:* Ind. R. Asso. of Titusville & Oil City v. W. N. Y. & P. R. Co., 5 I. C. C., 458.

Commission has no power, under Act, to compel carriers to establish through rates.

*Cited:* Cattle Raisers' Asso. v. Fort Worth & D. C. R. Co., 7 I. C. C., 555.

Every case where the payment of an excessive rate does not carry with it reparation. Each case seems to depend upon its own equities.

**Capital City Gas Co. v. Central Vermont Ry. Co., 11 I. C. C., 104.**

*Cited:* Wylie v. Nor. P. R. Co., 11 I. C. C., 154.

*Cited:* City Gas Co. v. B. & O. R. Co., 11 I. C. C., 379.

Where the same service is performed by the carrier but it charges a larger fare to a given point than it does when the passenger continues his trip by stage or engages hotel accommodations in a park, such arrangement in fares is discriminatory in violation of section 2.

*Cited:* Ft. Smith Traffic Bureau v. St. L. & S. F. R. Co., 13 I. C. C., 656.

It is not permissible under section 2 of the Act for two or more carriers to establish a joint through rate which is applicable only to a particular shipper or class of shippers while denying such lower rate to other shippers of like traffic between the same points of origin and destination.

*Cited:* In re Contracts for Free Transportation, 16 I. C. C., 250.

*Cited:* In re Restricted Rates, 20 I. C. C., 432.

Although both parties be common carriers, section 6 still applies, for one railroad is not relieved from paying the tariff rate over another upon its materials and supplies because it happens to be a common carrier.

**Capital Electric Co. v. B. & O. C. T. R. Co.**, 26 I. C. C., 472.

*Cited*: New England Electric Co. v. C., R. I. & P. Ry. Co., 28 I. C. C., 421.

Rates from Harvey, Ill., to Salt Lake City, under consideration and 75 cents per 100 pounds prescribed to apply on enameled conduit pipe and fittings in carloads.

**Capital Electric Co. v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 21 I. C. C., 667.

**Capital Pine Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 16 I. C. C., 190.

**Card Lumber Co. v. C., N. O. & T. P. Ry. Co.** (U. R. A-591), 30 I. C. C., 722.

**Cardiff Coal Co. v. Chicago & Northwestern Ry. Co.**, 13 I. C. C., 471.

**Cardiff Coal Co. v. Chicago, Milwaukee & St. Paul R. R. Co.**, 13 I. C. C., 460.

Carriers required to re-establish a through route and joint rate from complainant's mine at Cardiff, Ill., on the ground that the cancellation of such route and rate subjects complainant to an unjust discrimination.

**Chicago, Milwaukee & St. Paul Ry. Co. v. Interstate Commerce Commission.**

C. C. N. D. Ill.

Bill to annul Commission's requirement transferred to Commerce Court.

**Chicago, Milwaukee & St. Paul Ry. Co. v. Interstate Commerce Commission.**

Not reported. April 3, 1911.

Commerce Court No. 17.

Case dismissed on motion of petitioning carrier.

*Followed*: Cardiff Coal Co. v. Chic. & Northwestern Ry. Co., 13 I. C. C., 471.

Establishment of through routes and through rates required.

*Quoted*: Chamber of Com. of Mil. v. C., R. I. & P. Ry. Co., 15 I. C. C., 463.

*Followed*: Standard Lime & Stone Co. v. C. V. R. R. Co., 15 I. C. C., 620, 625.

*Cited*: Cedar Hill Coal & Coke Co. v. C. & S. Ry. Co., 17 I. C. C., 481.

*Cited*: Du Pont De Nemours Powder Co. v. P. R. R. Co., 17 I. C. C., 547.



*Cited:* Memphis Grain & Hay Asso. v. St. L. & S. F. R. R. Co., 24 I. C. C., 609.

*Quoted:* Wichita Falls System Joint Coal Rate Case, 26 I. C. C., 223.

*Cited:* St. Louis, Sprgd. & P. R. R. v. P. & P. U. Ry. Co., 26 I. C. C., 234.

*Cited:* Rates on Plaster and Gypsum Rock, 27 I. C. C., 70.

*Quoted:* Hughes Creek Coal Co. v. K. & M. Ry. Co., 29 I. C. C., 677.

It may be laid down as a general rule admitting of no qualification that a manufacturer or merchant who has traffic to move and is ready to pay a reasonable rate for the service has the right to have it moved and to have reasonable rates established for the movement, regardless of the fact that the revenues of the carrier may be reduced by reason of his competition with other shippers in the distant market, and he has right to have through routes to such markets if no "reasonable or satisfactory" route exists.

*Cited:* Delray Salt Co. v. C., St. P., M. & O. Ry. Co., 16 I. C. C., 511.

A carrier may not cancel a joint rate because it does not want to divide the revenue on the traffic moving under such rate, when it could originate that traffic elsewhere and enjoy whole revenue.

*Distinguished:* California Sugar Co. v. St. P., L. A. & St. L. R. R. Co., 19 I. C. C., 10.

In the Cardiff case there was no through route at all in effect from the complainant's mine or section to the coal market.

*Cited:* In re Irregularities in Mine Ratings, 25 I. C. C., 295.

*Cited:* Indianapolis Frt. Bu. v. C., C. & St. L. Ry. Co., 26 I. C. C., 58.

*Cited:* Rates from Walsenburg Coal Field, 26 I. C. C., 88.

*Cited:* Lumber Rates, Oregon and Washington to Eastern Points, 29 I. C. C., 614.

A carrier may not, by refusing reasonable and proper through routes and joint rates, determine the markets in which its shippers shall sell their products.

**Carlin's, Thomas, Sons Co. v. Baltimore & Ohio R. R. Co. et al.**, 16 I. C. C., 477.

**Carlisle Commission Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 16 I. C. C., 100.

See Kansas City Hay Co. v. C., M. & St. P. Ry. Co.

**Carhart Motor Co. v. P., C., C. & St. L. R. Co.**, 26 I. C. C., 719.

**Carlisle Commission Co. et al. v. Atchison, Topeka & Santa Fe Ry. Co.**, 19 I. C. C., 609.

**Carlisle Commission Co. v. Missouri Pacific Ry. Co.** (1072), 12 I. C. C., 588.

**Carlson, Anton, v. Northern Pacific Ry. Co. et al.**, 19 I. C. C., 605.

**Carnegie Board of Trade v. P. Co.**, 28 I. C. C., 122.

**Carnegie Institute of Pittsburgh, Pa., v. U. Ry. Co.** (U. R. A-329), 28 I. C. C., 731.

**Carolina & Northwestern Ry. Co., Dewey Brothers Co. v.**, 11 I. C. C., 481.

See Dewey Bros. Co. v. B. & O. R. R. Co.

**Carolina Central R. R. Co., Wil. Tariff Asso. of Wil., N. C., v.**, 9 I. C. C., 118.

See Wilmington Tariff Asso. v. C., P. & V. R. R. Co.

**Carolina, Clinchfield & Ohio Ry. Co., Boice Lumber Co. (Inc.) v.** (U. R. A-578), 30 I. C. C., 720.

**Carolina, C. & O. Ry., Bristol Door & Lumber Co. v.** (U. R. A-197), 27 I. C. C., 720.

**Carolina, Clinchfield & Ohio Ry., Whaley-Warren Lumber Co. v.**, 21 I. C. C., 530.

**Carolina, Cumberland Gap & Chicago Ry. Co., P. H. Loud, Jr., v.**, 5 I. C. C., 529.

See Loud v. Sou. Car. Ry. Co.

**Carolina Midland Ry. Co., Allen, G. P., v.**, 8 I. C. C., 1.

**Carolina Portland Cement Co. v. Chesapeake & Ohio Ry. Co. et al.**, 21 I. C. C., 533.

*Cited:* Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 323.

When the freight charges were tendered and paid by consignees but the paid expense bills were transmitted to consignors in lieu of the same amount of cash and deducted from invoice price in settlement, the consignors are the real and substantial party in interest with respect to repatriation.

**Carpenter-Olwell Lumber Co. v. N. P. Ry. Co.** (U. R. A-658), 30 I. C. C., 731.

**Carr, Spencer E., v. Northern Pacific Ry. Co.**, 9 I. C. C., 1.

*Quoted:* Glade Coal Co. v. B. & O. R. Co., 10 I. C. C., 251.

"A carload rate lower than the less-than-carload rate, where the difference is not too great, would ordinarily be lawful; but a still

lower rate for shipments of a hundred or a thousand carloads, though duly published and impartially applied, would be wholly indefensible. If a low rate is granted on conditions with which only a few can comply that rate is presumably unfair and may be extremely prejudicial to all other shippers of like traffic because they are practically unable to meet the terms upon which it is offered."

*Cited:* Planters' Compress Co. v. C., C. & St. L. R. Co., 11 I. C. C., 410.

The refusal of carrier to grant a lower rate on compress cotton than is given on plantation cotton when the former loads 45,000 pounds or more to the car and the latter loads only 25,000 pounds to the car, is no violation of the Act.

*Quoted:* Chappelle v. L. & N. R. R. Co., 19 I. C. C., 59.

If a carrier transports "private cars of any class, it must in like manner and upon like terms transport all private cars occupied for the same or similar purposes."

**Carr Manufacturing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 625.

**Car Shortage and Other Insufficient Transportation Facilities**, 12 I. C. C., 561.

See In the Matter of Car Shortage, Etc.

*Quoted:* Kehoe & Co. v. I. C. R. Co., 14 I. C. C., 543.

A considerable body of this traffic never should require reconsignment. It has become a practice on the part of many shippers to bill their freight to a reconsigning point as a matter of convenience to themselves without respect to its necessity.

**Carpenter v. I. C. R. R. Co.** (U. R. A-520), 29 I. C. C., 733.

**Carpenter, J. S., v. St. L., I. M. & S. R. Co.**, 22 I. C. C., 671.

**Carpenter-Cook Co. v. L. & N. R. Co.**, 22 I. C. C., 673.

**Carriers Subject to the Act, Rates, Practices, Accounts and Revenues of**, 29 I. C. C., 508.

**Carroll v. C. & S. Ry. Co.** (U. R. A-385), 28 I. C. C., 738.

**Carroll Bros. v. C. G. W. R. R. Co.** (6093), 29 I. C. C., 713.

**Carrolton, Ga., Board of Trade v. C. & G. Ry. Co.**, 28 I. C. C., 154.

See Board of Trade, Carrolton, Ga., v. Cen. of Ga. Ry. Co.

**Carstens Packing Co. v. Butte, Anaconda & Pacific Ry. Co.**, 15 I. C. C., 432.

**Carstens Packing Co. v. Chicago, Milwaukee & St. Paul Ry. Co.** (1534), 13 I. C. C., 685.

**Carstens Packing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 16 I. C. C., 469.

**Carstens Packing Co. v. Missouri, Kansas & Texas Ry. Co. of Texas et al.**, 20 I. C. C., 667.

**Carstens Packing Co. v. Northern Pacific Ry. Co.**, 14 I. C. C., 577.

*Followed:* **Carstens Packing Co. v. N. P. Ry. Co.**, 15 I. C. C., 431.

Unreasonable rate exacted on cattle under tariffs as formerly constituted when 36-foot car furnished. The tariff was amended.

**Carstens Packing Co. v. Northern Pacific Ry. Co.**, 15 I. C. C., 431.

**Carstens Packing Co. v. Oregon R. R. & Navigation Co.**, 15 I. C. C., 482.

**Carstens Packing Co. v. Oregon Short Line R. R. Co.**, 15 I. C. C., 429.

**Carstens Packing Co. v. Oregon R. R. & Navigation Co. et al.**, 17 I. C. C., 125.

*Cited:* **Weyl-Zuckerman & Co. v. C. M. Ry. Co.**, 27 I. C. C., 495.

In cases involving washouts, a carrier diverting traffic to a route over which a higher rate applies, without authority of the shipper, is liable for resulting increase in the transportation charges.

**Carstens Packing Co. v. Oregon Short Line R. R. Co. et al.**, 17 I. C. C., 324.

*Cited and followed:* **Woodward-Bennett Co. v. S. P., L. A. & S. L. R. R. Co.**, 29 I. C. C., 665.

The mere fact that certain traffic is hauled in trainload lots can not be made basis of rates different from those applied to shipments in single carloads.

**Carstens Packing Co. v. O. W. R. Co.**, 22 I. C. C., 77.

**Carstens Packing Co. v. Southern Pacific Co.**, 17 I. C. C., 6.

**Carstens Packing Co. v. U. P. R. Co.**, 22 I. C. C., 8.

**Carstens Packing Co. v. Southern Pacific Co. et al.**, 20 I. C. C., 165.

**Carstens Packing Co. v. S. P. Co.**, 23 I. C. C., 236.

**Carstensen & Anson v. P. R. Co.**, 23 I. C. C., 709.

**Carter White Lead Co. v. Norfolk & Western Ry. Co. et al.**, 21 I. C. C., 41.

*Distinguished:* **St. Louis Blast Furnace Co. v. V. Ry. Co.**, 21 I. C. C., 215.

The present complaint is laid under section 3 for discrimination while former cases were brought under section 2 for unreasonableness in regard to dual rates on coke.

*Cited:* New Pittsburgh Coal Co. v. H. V. Ry. Co., 26 I. C. C., 125.

A rate may be reasonable at one period of its existence and because of changed conditions and circumstances become unreasonable at a later period.

*Cited:* Wisconsin Steel Co. v. P. & L. E. R. R. Co., 27 I. C. C., 152.

The maintenance of rates on coke which are based or dependent upon the uses to which coke is to be put, condemned.

**Cary, J. W., v. Eureka Springs Ry. Co., 7 I. C. C., 286.**

*Cited:* Wylie v. Nor. Pac. R. Co., 11 I. C. C., 154.

*Cited:* Bayou City Rice Mills v. T. & N. O. R. R. Co., 18 I. C. C., 493.

A carrier has no right to make one rate for passengers whose journey ends at terminus of its line and then make a lower rate for passenger who travels beyond that point by stage of a transportation company or hotel association.

*Quoted:* Exchange of Free Transportation, 12 I. C. C., 43.

"The provisions of said Act do not apply to transportation by team or wagon and neither the joint tariffs, nor the arrangement of defendants with the Harrison Transportation Company, made them joint carriers."

*Cited:* Cosmopolitan Shipping Co. v. Hamb.-Amer. Line, 13 I. C. C., 280.

"Joint-rates" can not be required between carriers subject to the Act and those not subject to the Act.

**Casassa, Caesar E., v. P. R. Co., 24 I. C. C., 629.**

*Cited:* Anacostia Citizens' Asso. v. B. & O. R. R. Co., 25 I. C. C., 412.

*Cited:* Washington, D. C., Store-door Delivery, 22 I. C. C., 350.

*Cited:* Merchants' & Manufacturers' Asso. v. B. & O. R. R. Co., 30 I. C. C., 389.

*Cited:* Judd & Detweiler v. B. & O. R. R. Co., 30 I. C. C., 456.

The free delivery service to Georgetown and its denial to Casassa and some 60 or 70 other merchants in the vicinity of Fourteenth Street and Park Road, Northwest, held unjustly discriminatory in cited case.

**Cases and Proceedings Before the Commission, Rules of Practice in, 1 I. C. C., 1.**

**Cases at Issue, In re Procedure in, 1 I. C. C., 223.**

**Case Workers' Association of North Carolina v. Southern Ry. Co. et al.**, 18 I. C. C., 607.

**Casey-Hedges Co. v. A., G. S. R. Co.**, 23 I. C. C., 249.

**Casey-Hedges Mfg. Co. v. C. of G. R. Co.**, 26 I. C. C., 63.

**Casparis, Sylvio, v. C. & N. W. Co.**, 25 I. C. C., 716.

**Castle, George L., v. B. & O. R. R. Co.**, 8 I. C. C., 333.

*Quoted:* **Eichenberg v. So. Pac. Co. et al.**, 14 I. C. C., 269.

Common carriers are bound by every principle of justice and law to accord equal rights to all shippers who are entitled to like treatment, both in the receiving of supplies and the shipment of their products, and a carrier who, under any pretext whatsoever, grants to one shipper an advantage which it denies another violates the spirit and thwarts the purpose of the law.

**Castner, Curran & Bullitt v. N. & W. R. Co.**, 24 I. C. C., 704.

**Cathedral of the Incarnation, Corporation v. L. I. R. Co.**, 25 I. C. C., 399.

**Cator, Thos. V., v. Southern Pacific Co.**, 6 I. C. C., 113.

*Cited:* **Field v. Sou. Pac. Ry. Co.**, 13 I. C. C., 299.

*Cited:* **Eschner v. P. R. R. Co.**, 18 I. C. C., 63.

The Commission has no power to re-establish special party rates which in past years have generally been accorded by carriers to theatrical companies—when such rates are based upon less than the normal passenger-mile revenue.

*Quoted and cited:* **Weber Club & Intermt. Fair Asso. v. O. S. L. R. R. Co.**, 17 I. C. C., 215-216.

The action of the carriers, although resulting in discrimination, was not unlawful, inasmuch as the statute expressly authorized the discrimination.

*Cited:* **Commutation Rate Case**, 21 I. C. C., 433.

Excursion fares considered.

**Cattle Raisers' Asso. of Texas v. Chicago, Burlington & Quincy R. R. Co.**, 10 I. C. C., 83.

*Cited:* **Cattle Raisers' Asso. v. C., B. & Q. R. Co.**, 12 I. C. C., 512.

This case was filed to take advantage of amendment of June 29, 1906.

*Cited:* **Cattle Raisers' Asso. v. C., B. & Q. R. Co.**, 12 I. C. C., 514.

The Commission will not, ordinarily, re-examine a matter which

has been fully heard and passed upon unless changed conditions are shown, this is for reason of convenience and not because of any legal requirement.

*Cited:* Cattle Raisers' Asso. v. M., K. & T. Ry. Co., 13 I. C. C., 433.

The \$2.00 per car terminal charge at Union Stock Yards, Chicago, has been several times considered by Commission.

*Cited:* California Com. Asso. v. Wells, Fargo & Co., 16 I. C. C., 463.

An association may maintain an action for damages the beneficiaries of which will be its members, by showing that its members have sustained the damage and when this is done an order will be made restoring the exactions.

*Reversed:* Michigan Hardwood Mnfrs.' Asso. v. Freight Bureau, 27 I. C. C., 35.

Formerly held, before Hepburn amendment by which limitation of 2 years on actions for recovery of reparation was prescribed, that filing of complaint by a voluntary association in behalf of its members, if it contained the necessary allegations and prayer for reparation, would be in effect a filing of a petition by the members of the association which would interrupt the running of the statute with respect to such members or of date when petition was filed. This ruling has been reversed since the amendment.

**Cattle Raisers' Asso. v. Chicago, Burlington & Quincy R. R. Co., 11 I. C. C., 277.**

*Cited:* Cattle Raisers' Asso. v. C., B. & Q. R. Co., 12 I. C. C., 512.

This case is a report on the re-opening of the case reported in 10 I. C. C., 83.

*Cited:* Cattle Raisers' Asso. v. M., K. & T. Ry. Co., 13 I. C. C., 433.

The \$2.00 per car terminal charge for delivery at the Union Stock Yards, Chicago, has been before the Commission several times.

*Cited:* Corn Belt Meat Pro. Asso. v. C., B. & Q. Ry. Co., 14 I. C. C., 388.

Cost figures on delivery of cars of live stock at Union Stock Yards were given.

*Cited:* Federal Sugar Refining Co. v. B. & O. R. R. Co., 17 I. C. C., 47.

A carrier may secure and maintain freight depots by contract with independent concerns, and such depots thereby become legally and to all intents and purposes the freight depots of such carrier.

**Cattle Raisers' Assn. v. Missouri, Kansas & Texas Ry. Co.**, 11 I. C. C., 296, 353.

Carriers ordered to reduce the rate on live stock from north of the Texas quarantine line to Colorado and other points on the ground that such rate was unreasonable. Charge of \$2 per car for terminal switching service at Union Stock Yards at Chicago, Ill., held to be unreasonable to extent that it exceeded \$1 per car. Question of reparation reserved.

**Missouri, Kansas & Texas Ry. Co. v. Interstate Commerce Commission.**  
164 Fed., 645. October 23, 1908.

C. C. E. D. Mo. Per curiam.

Upon suggestion of court, Commission itself rescinded so much of its order as related to the terminal switching charge. Carriers' application for injunction against enforcement of Commission's order denied.

**Missouri, Kansas & Texas Ry. Co. v. Interstate Commerce Commission.**  
Not reported. November 4, 1910. (24th Ann. Rep., 19.)

C. C. E. D. Mo.

Commission's order held to be valid.

**Cattle Raisers Assn. of Texas v. United States.**

Not reported. June 29, 1912.

Commerce Court No. 63.

Following *Proctor & Gamble v. U. S.* (225 U. S., 282) to the effect that a denial of relief by the Commission is not an order of which the Commerce Court has jurisdiction, bill of shippers seeking to annul Commission's action in declining to award reparation on shipments moving prior to date of filing of complaint, dismissed for want of jurisdiction.

*Cited*: *China & Japan Trading Co. v. Ga. R. Co.*, 12 I. C. C., 241.

If a rate in effect is not too high, the mere fact that it was the product of an unlawful combination will not justify the Commission in setting it aside.

*Cited and quoted*: *Cattle Raisers' Assn. v. M., K. & T. Ry. Co.*, 13 I. C. C., 420, 429.

"The depressed condition of this industry has been earnestly pressed upon our attention. We have expressed the opinion elsewhere that freight rates should not of necessity vary with the price of the commodity transported nor with the condition of the business affected. The members of the complainant association can not require these defendants to make good the depressed state of their industry, but where the rate limits the movement of the traffic as to some slight extent it



does here, that fact is entitled to some consideration, and there is certainly no general prosperity among these shippers in which the defendants are entitled to participate."

*Cited and followed:* Corn Belt Meat Pro. Asso. v. C., B. & Q. Ry. Co., 14 I. C. C., 389, 395.

The additional cost to the carrier of receiving this traffic and getting it into the car was approximately \$1.25 per car, and that the cost of cleaning the car was, on the average, from 40 to 50 cents per car.

*Cited:* Billings Chamber of Commerce v. C., B. & Q. R. R. Co., 19 I. C. C., 73.

The rates of this country are so far dependent upon the varying conditions that it is possible, by selecting the proper commodity or the particular locality, to show almost anything in the way of comparison. So in judging of the reasonableness of a rate very little importance can be attached to comparisons made with rates in other sections.

*Cited:* Alleged Unreasonable Rates on Meats, 22 I. C. C., 164.

*Cited:* Alleged Unlawful Rates on Meats, 23 I. C. C., 659.

Certain rates on beef cattle from southwestern points of origin to Kansas City, St. Louis and other markets beyond.

**Cattle Raisers' Asso. of Texas v. Chicago, Burlington & Quincy R. R. Co.,** 12 I. C. C., 6, 507.

*Cited:* Cattle Raisers' Asso. v. M., K. & T. Ry. Co., 13 I. C. C., 433.

The \$2.00 per car terminal charge for delivery to the Union Stock Yards at Chicago has been several times before the Commission.

*Quoted:* Richmond Chamber of Com. v. S. A. L. Ry. Co., 30 I. C. C., 557.

"We held, in *City Council of Atchison v. M. P. Ry. Co.*, 12 I. C. C., 111, that where the defendants had for a long time treated certain Missouri River points as entitled to common rates and facilities and had thereby built up grain markets at these points, they must afford at one the services in handling grain which they accord at others. Upon the same principle these carriers must not, in the absence of some justifying excuse, impose a terminal charge at Chicago, and not at other markets."

**Cattle Raisers' Asso. of Tex. v. Ft. Worth & Denver City Ry. Co.,** 7 I. C. C., 513.

On live stock from western markets to Chicago, Ill., the through rate for many years included, without additional charge, a terminal switching service in Chicago. In 1894 the Union Stock Yards Company imposed upon the railroads a trackage charge for this terminal service.

Whereupon the railroads imposed upon the shippers a terminal switching charge of \$2 per car. After a complaint was filed, attacking the increased rate as unreasonable, the railroads reduced the through rate from the points of origin by 5 cents per 100 pounds, which resulted in a total reduction of from \$10 to \$15 per car. The carriers were ordered by the Commission to discontinue charging the \$2 terminal switching charge on the ground that it was unreasonable to the extent that it exceeded \$1.

Interstate Commerce Commission v. Chicago, Burlington & Quincy R. Co.

94 Fed., 272. May 9, 1899.

C. C. N. D. Ill., N. D. Kohlsaatt, J.

On demurrer, held that petition to enforce Commissioner's order was not insufficient on the theory that the order upon which it was based was an attempt to fix a rate. Demurrer overruled.

Interstate Commerce Commission v. Chicago, Burlington & Quincy R. Co.

98 Fed., 173. December 4, 1899.

C. C. N. D. Ill., N. D. Kohlsaatt, J.

On final hearing, Commission's order held invalid on the ground that the addition of a \$2 switching charge to a through rate is not unreasonable when the through rate itself is reduced between \$10 and \$15 per car.

Interstate Commerce Commission v. Chicago, Burlington & Quincy R. Co.

103 Fed., 249. June 15, 1900.

C. C. A. 7th Cir. Brown, J.

Commission's order held invalid on ground stated by lower court.

Interstate Commerce Commission v. Chicago, Burlington & Quincy R. Co.

186 U. S., 320. June 2, 1902. White, J.

Commission's order held invalid on ground stated by lower court.

Decree of lower courts affirmed without prejudice to right of Commission to correct any unreasonableness in the rate resulting from the additional charge as to any territory to which there was no reduction in the through rate.

Stickney v. Interstate Commerce Commission.

164 Fed., 638. June 30, 1908.

C. C. D. Minn., 3d D. Adams, J.

Commission's order held invalid on ground that the \$2 terminal switching charge was a separately established charge, that it was reasonable in and of itself, and that it could not be condemned as unrea-

sonable on account of some unreasonableness in the through charge from points of origin.

Interstate Commerce Commission v. Stickney.

215 U. S., 98. November 29, 1909. Brewer, J.

Commission's order held invalid on ground stated by lower court.

*Cited:* Cattle Raisers' Asso. of Tex. v. Ft. Worth & Denver City Ry. Co., 7 I. C. C., 555-A.

Rehearing denied.

*Cited:* Pa. Millers' State Asso. v. Phil. & R. Ry. Co., 8 I. C. C., 551.

As long as all share the benefits of the 96-hour free time privilege there is no violation of section 2 of Act.

*Cited:* Pa. Millers' State Asso. v. Phil. & R. Ry. Co., 8 I. C. C., 558.

The Supreme Court has held that the Act does not expressly delegate to the Commission the power to prescribe what shall be a reasonable rate either as maximum, minimum or absolute, and that such power may not be implied as a mode of enforcing the provision of Section 1 of the Act. It would seem that since there is no express power conferred to prescribe the time which shall be allowed for loading or unloading cars, the Commission is without power to so prescribe.

*Cited:* Warren-Ehret Co. v. Cent. R. of N. J., 8 I. C. C., 604.

When an unlawful rate results from some arbitrary share or division exacted by one of the carriers, the Commission will find the facts and state its conclusions with respect to such share or division.

*Cited:* McGrew v. Mo. Pac. Ry. Co., 8 I. C. C., 642.

Where an unlawful rate has been exacted, the excess above what would have been lawful can be recovered by the complainant. Though this may be inadequate, it is the only remedy prescribed by the Act.

*Cited:* Chic. Live Stock Ex. v. C. G. W. R. Co., 10 I. C. C., 447.

Complainant, in spite of allegations of defendant that it was a combination to restrain, limit and destroy competition, held to have power and right to institute proceedings under section 13 of Act.

*Cited:* Enterprise Transportation Co. v. Penn. R. Co., 12 I. C. C., 335.

*Cited:* Cattle Raisers' Asso. v. M., K. & T. Ry. Co., 13 I. C. C., 433.

The Union Stock Yards & Transit Co. provided certain tracks leading into the stock yards, the use of which it leased for a certain amount per car to the various railroads delivering stock to the yards. The tracks were maintained by the stock yards company, but the transportation was conducted by the different railroad companies. Under these circumstances the stock yards company was held not to be

within jurisdiction of Commission and not a proper party to a complaint alleging that the charge made by the various railroads delivering stock to the yards for such service, was excessive.

*Cited:* Cattle Raisers' Asso. v. C., B. & Q. R. Co., 12 I. C. C., 510.  
 The charge for terminal service made \$1.00 per car.

*Cited:* Wilson Produce Co. v. Penn. R. Co., 14 I. C. C., 176.

The fact that discrimination between localities, commodities or cities exists in some measure will not lead necessarily to the conclusion that it was unlawful. The discrimination may not be undue; it may be forced upon the carrier by controlling circumstances. In either case the law is not infringed. Further, such discrimination is not unlawful unless made in the interest of a competing locality or commodity.

*Quoted:* Buffalo Union Furnace Co. v. L. S. & M. S. Ry. Co., 21 I. C. C., 629.

This case relied on by carrier for support of its contention that the inclusion of a greater transportation service in the freight rate in one locality than in another does not, as matter of law, contravene section 3 of the Act, nevertheless seems to be equal authority in support of the contention that undue preference is a question of fact to be proven in each case.

**Cattle Raisers' Asso. of Texas v. Galveston, Harrisburg & San Antonio Ry. Co.,** 12 I. C. C., 20.

**Cattle Raisers' Asso. of Texas v. Missouri, Kansas & Texas Ry. Co.,** 12 I. C. C., 1.

**Cattle Raisers' Asso. of Texas v. Missouri, Kansas & Texas Ry. Co.,** 13 I. C. C., 418.

*Cited:* I. & S. Docket No. 99, 25 I. C. C., 64.

Certain advances in rates from Texas points to Kansas City and other markets of consumption disapproved of and certain other rates made effective—this was a full consideration.

**Cattle Raisers' Asso. of Texas v. M., K. & T. Ry. Co. (U. R. A-583),** 30 I. C. C., 721.

**Caudle v. I. & G. N. Ry. Co. (6426),** 30 I. C. C., 714.

**Cause of Action Accrues Under the Act, When a, Memorandum,** 15 I. C. C., 201.

See When a Cause of Action Accrues, Etc.

**Cavers Elevator Co. v. Union Pacific R. R. Co.**, 15 I. C. C., 90.

**Cavers Elevator Co. v. M. P. Ry. Co.** (U. R. A-349), 28 I. C. C., 734.

**Cedar Hill Coal & Coke Co. v. Atchison, Topeka & Santa Fe Ry. Co.**, 15 I. C. C., 73.

*Cited*: Cedar Hill C. & C. Co. v. A., T. & S. F. Ry. Co., 16 I. C. C., 403.

The Colorado & Southeastern Ry. was not party to former complaint so full relief could not be granted until this later complaint made it a party.

*Cited and followed*: Huerfano Coal Co. v. C. & S. E. R. R. Co., 28 I. C. C., 503.

The Colorado & Southeastern Railroad Company found to be a common carrier, in cited case.

**Cedar Hill Coal & Coke Co. et al. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 16 I. C. C., 402.

**Cedar Hill Coal & Coke Co. v. Colorado & Southern Ry. Co.**, 14 I. C. C., 606.

**Cedar Hill Coal & Coke Co. v. Colorado & Southern Ry. Co.** (1781), 14 I. C. C., 642.

**Cedar Hill Coal & Coke Co. v. Colorado & Southern Ry. Co.**, 15 I. C. C., 546.

*Cited*: Beckman Lum. Co. v. K. C. S. Ry. Co., 17 I. C. C., 87.

A reconsigning charge of \$1.00 per car fixed where simply name of consignee is changed.

*Cited*: C. G. Justice Co. v. P. R. R. Co., 26 I. C. C., 479.

A reconsigning charge of \$5.00 per car on coal found unreasonable and \$2.00 found to be reasonable in cited case.

**Cedar Hill Coal & Coke Co. v. Colorado & Southern Ry. Co. et al.**, 16 I. C. C., 387.

*Cited*: Sunnyside Coal Mining Co. v. D. & R. G. R. R. Co., 19 I. C. C., 20.

The complainants here were parties in former case.

*Followed*: Colorado Coal Traffic Asso. v. C. & S. Ry. Co., 19 I. C. C., 478.

*Cited*: Nebraska St. Ry. Com. v. C., B. & Q. R. R. Co., 23 I. C. C., 122.

*Cited*: Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 26 I. C. C., 650.

Coal rates from Walsenburg district in southern Colorado to destinations on Chicago, Rock Island & Pacific Railway in Kansas and Nebraska considered.

**Cedar Hill Coal & Coke Co. v. Colorado & Southern Ry. Co. et al**, 16 I. C. C., 560.

*Cited*: Lewis v. C., B. & Q. R. R. Co., 25 I. C. C., 98.

The coal rates from Colorado points to points on defendant's lines in Nebraska considered in cited case and found reasonable.

**Cedar Hill Coal & Coke Co. et al. v. Colorado & Southern Ry. Co. et al**, 17 I. C. C., 479.

*Cited*: Col. Coal Traffic Asso. v. A., T. & S. F. Ry. Co., 22 I. C. C., 265. Establishment of through routes and joint rates considered.

*Cited and followed*: Hughes Creek Coal Co. v. K. & M. Ry. Co., 29 I. C. C., 677.

A carrier may not by prohibitive rates confine the movement of freight to hauls from points on its own line to the markets on its line and exclude from these markets traffic which would come in over a connecting line.

**Cedar Hill Coal & Coke Co. v. Colorado & Southern Ry. Co. et al**, 17 I. C. C., 610.

*Cited*: Indianapolis Frt. Bu. v. C., C. & St. L. Ry. Co., 26 I. C. C., 58.

The fact that a certain point has easy access to one market is no reason why it should be discriminated against in making rates to other markets.

*Cited*: Rates from Walsenburg Coal Field, 26 I. C. C., 85.

The present case is not a rehearing of the matter presented in cited case.

*Cited*: St. L. Sprg. & P. R. R. v. P. & P. U. Ry. Co., 26 I. C. C., 234.

Carriers are under duty to transport property offered and to this end must establish and keep open through routes and joint rates.

*Cited*: Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 26 I. C. C., 650.

Coal rates from Walsenburg fields in Colorado dealt with in cited case.

**Cedar Hill Coal & Coke Co. v. Denver & Rio Grande R. R. Co.** (1685), 14 I. C. C., 641.

**Cedar Rapids & Iowa City Ry. & Light Co. v. Chicago & Northwestern Ry. Co.**, 13 I. C. C., 250.

*Cited*: C. & C. Traction Co. v. B. & O. S. W. R. R. Co., 20 I. C. C., 492.

*Cited:* St. Louis, Sprgfd. & P. R. R. v. P. & P. U. Ry. Co., 26 I. C. C., 234.

*Cited:* Louisville Board of Trade v. I. C. & S. Traction Co., 27 I. C. C., 499.

Establishment of through routes where towns served by trolley lines are not on railroad and have to haul produce and supplies five to ten miles.

**Cedar Rapids Commercial Club v. C., R. I. & P. Ry. Co., 28 I. C. C., 76.**

*Cited:* Interior Iowa Cities Case, 28 I. C. C., 65.

The rates in and out of the State of Iowa considered on general complaints praying for lower rates.

*Cited:* Interior Iowa Cities Case, 29 I. C. C., 539.

*Cited:* Rates on Iron and Steel Articles, 30 I. C. C., 339.

Upon the findings of the cited case class rates are here fixed for the future between Chicago and points in Iowa and the general basis of commodity rates between the same points is indicated.

**Cedar Rapids Commercial Club v. C., R. I. & P. Ry. Co., 29 I. C. C., 539.**

**Cedar Rapids Machine & Supply Co. v. Chicago & North Western Ry. Co. et al., 18 I. C. C., 615.**

**Cedarburg Woolen Mills v. Chicago, Milwaukee & St. Paul Ry. Co., 20 I. C. C., 665.**

**Celina Mill & Elevator Co. v. St. Louis Southwestern Ry. Co., 15 I. C. C., 138.**

*Cited:* Kansas City Trans. Bu. v. A., T. & S. F. Ry. Co., 15 I. C. C., 496.

The Commission declines to require free out-of-line hauls.

*Cited:* Spiegle & Co. v. S. Ry. Co., 19 I. C. C., 526.

Shippers are not entitled as a matter of right to mill grain in transit and forward the milled product under the through rate in force on the grain from the point of origin to the place of ultimate destination, but allowance of the privilege by a carrier to shippers in one section must be without wrongful prejudice to the rights of shippers in another section served by its line.

**Cement Rates between Iowa and Minnesota, 28 I. C. C., 477.**

**Cement Rates from Mason City, Iowa, 30 I. C. C., 426.**

**Cement Rates from Pennsylvania to New Jersey, 26 I. C. C., 687.**

**Centennial School Supply Co. v. A., T. & S. F. R. Co.** (U. R. 752), 27 I. C. C., 707.

**Centerville Block Coal Co. v. Chicago, Burlington & Quincy R. R. Co.** (1391), 14 I. C. C., 636.

**Central California Traction Co. v. C., M. & St. P. R. Co.**, 24 I. C. C., 550.

**Central Coal & Coke Co. v. M. & L. R. Co.**, 27 I. C. C., 40.

**Central Commercial Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 17 I. C. C., 166.

**Central Commercial Club v. A., T. & S. F. R. Co.**, 26 I. C. C., 373.

*Cited:* **Fairmont Creamery Co. v. A., T. & S. F. Ry. Co.**, 28 I. C. C., 663.

A rate of 33.1 cents per 100 pounds for transportation of petroleum and its products from Coffeyville, Kans., to Hastings, Neb., a distance of 480 miles, reduced to 21 cents as a maximum when applied to petroleum residuum or road oil, referred to in record as fuel oil or fluxing oil, which is same commodity as that involved here.

**Central of Georgia Ry. Co., Casey-Hedges Mfg. Co. v.**, 26 I. C. C., 63.

**Central Commercial Co. v. D. & H. Co.** (U. R. A-445), 29 I. C. C., 723.

**Central Commercial Co. v. G. & S. I. R. Co.**, 23 I. C. C., 532.

**Central Commercial Co. v. G. & S. I. R. Co.**, 24 I. C. C., 714.

**Central Commercial Co. v. I. C. R. Co.**, 23 I. C. C., 715.

**Central Commercial Co. v. Louisville & Nashville R. R. Co. et al.**, 21 I. C. C., 681.

**Central Commercial Co. v. L. & N. R. Co.**, 27 I. C. C., 114.

*Cited:* **Charles Becker v. P. M. R. R. Co.**, 28 I. C. C., 651.

Under section 15 of the Act, the Commission has full authority over interstate rates and whatever regulations and practices enter into those rates and determine their value and availability to individuals or communities. The denial of reconsignment and diversion privilege, upon a fair charge for the extra service performed held unreasonable in cited case, and that Commission may require the establishment of such practice.

**Central Commercial Co. v. Mobile, Jackson & Kansas City R. R. Co.**, 15 I. C. C., 25.

**Central of Georgia Ry. Co., Nixon & Knox v.**, 26 I. C. C., 715.

**Central Commercial Co. v. T. & M. R. Co.**, 23 I. C. C., 716.



**Central Grain Trade Asso. v. Atchison, Topeka & Santa Fe Ry. Co. (775),**  
12 I. C. C., 581.

**Central Indiana Ry. Co. et al, Chaffin Coal Co. v.,** 17 I. C. C., 608.

**Central Iron & Coal Co. v. Missouri, Kansas & Texas Ry. Co. of Texas et al.,** 21 I. C. C., 680.

**Central Lumber Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.,** 18 I. C. C., 495.

**Central New England Ry. Co. et al, Pankey & Holmes v.,** 18 I. C. C., 578.

**Central of Georgia Ry. Co. et al, Alabama Lumber & Export Co. v.,** 21 I. C. C., 681.

**Central of Georgia Ry. Co., Alabama Lumber & Export Co. v.,** 22 I. C. C., 658.

**Central of Georgia Ry. Co. et al, American Lumber & Manufacturing Co. v.,**  
18 I. C. C., 622.

**Central of Georgia Ry. Co., Board of Trade of Carrollton, Ga., v.,** 28 I. C. C., 154.

See Board of Trade, Carrollton, Ga., v. Cen. of Ga. Ry. Co.

**Central of Ga. Ry. Co., Board of Trade of Dawson, Ga., v.,** 8 I. C. C., 142.

See Board of Trade of the City of Dawson, Ga., v. Central of Ga. Ry. Co.

**Central of Ga. Ry. Co., Board of Trade of Hampton, Fla., v.,** 8 I. C. C., 503.

See Board of Trade of the City of Hampton, Fla., v. Nashville, Chattanooga & St. Louis Ry. Co.

**Central of Ga. Ry. Co., Brewer & Hanleiter v.,** 7 I. C. C., 224.

See Brewer & Hanleiter v. Louisville & Nashville R. R. Co.

**Central of Ga. Ry. Co., Chamber of Commerce of Chattanooga v.,** 10 I. C. C., 111.

See Chamber of Commerce of Chattanooga v. Southern Ry. Co.

**Central of Georgia Ry. Co. et al, Chappelle, Pat., v.,** 19 I. C. C., 56.

**Central of Georgia Ry. Co., City of Montezuma, Ga., v.,** 28 I. C. C., 280.

See City of Montezuma, Ga., v. Cen. of Ga. Ry. Co.

**Central of Georgia Ry. Co. et al., Columbus Iron Works v.,** 19 I. C. C., 616.

**Central of Ga. Ry. Co., Commercial & Industrial Asso. of Union Springs, Ala., v.,** 12 I. C. C., 375.

See *Commercial & Industrial Asso. of Union Springs, Ala., v. C. of Ga. Ry. Co.*

**Central of Georgia Ry. Co., Constitution Publishing Co. v.,** 28 I. C. C., 186.

**Central of Georgia Ry. Co., Cranston Lumber Co. v. (6574),** 30 I. C. C., 715.

**Central of Georgia Ry. Co., Florala Saw Mill Co. v. (1254),** 13 I. C. C., 681.

**Central of Georgia Ry. Co. et al., Florida Cotton Oil Co. v.,** 19 I. C. C., 336.

**Central of Ga. Ry. Co., Griffin Grocery Co. v.,** 11 I. C. C., 522.

**Central of Georgia Ry. Co., Hutcheson, C. L. & Co. v.,** 16 I. C. C., 523.

**Central of Georgia Ry. Co. et al., Jackson Lumber Co. v.,** 19 I. C. C., 601.

**Central of Georgia Ry. Co. et al., Joseph, Dan Co. v.,** 18 I. C. C., 623.

**Central of Georgia Ry. Co. et al., Kaul Lumber Co. v.,** 20 I. C. C., 450.

• See *Kaul Lumber Co. v. C. of G. Ry. Co.*

**Central of Georgia Ry. Co. et al., Kiser, M. C. Co. v.,** 17 I. C. C., 430.

**Central of Georgia Ry. Co., Mayor and Council of Tifton, Ga., v.,** 9 I. C. C., 160.

See *Mayor and Council of Tifton, Ga., v. L. & N. R. R. Co.*

**Central of Georgia Ry. Co. et al., Miller & Wood v.,** 16 I. C. C., 603.

**Central of Georgia Ry. Co. et al., Miller Orchard Co. v.,** 16 I. C. C., 604.

**Central of Ga. Ry. Co., Riverside Mills v. (1623),** 14 I. C. C., 640.

**Central of Georgia Ry. Co., Riverside Mills v.,** 24 I. C. C., 719.

**Central of Georgia Ry. Co. et al., Southern Cotton Oil Co. v.,** 18 I. C. C., 617.

**Central of Georgia Ry. Co. et al., Southern Cotton Oil Co. v.,** 19 I. C. C., 434.

**Central of Ga. Ry. Co., H. H. Tift v.,** 10 I. C. C., 548.

See *Tift v. Southern Ry. Co.*

**Central of Georgia Ry. Co. et al., Willingham, E. J., v.,** 16 I. C. C., 604.

- Central of Ga. Ry. Co., Wm. W. Wrigley, Jr., v.,** 10 I. C. C., 412.
- Central of Georgia Ry. Co. et al., Zuber, John W., v.,** 20 I. C. C., 668.
- Central Pacific R. R. Co., Lehmann, Higginson & Co. v.,** 4 I. C. C., 1.  
See Lehmann, Higginson & Co. v. Sou. Pac. Co.
- Central Pacific R. R. Co., Rice, George, v.,** 4 I. C. C., 228.  
See Rice v. A., T. & S. F. Ry. Co.
- Central Pennsylvania Lumber Co., T. V. R. Co. v.,** 25 I. C. C., 712.
- Central Pennsylvania Lumber Co. v. T. V. Ry. Co. (U. R. A-528),** 29 I. C. C., 734.
- Central Phosphate Co. v. Louisville & Nashville R. R. Co. et al.,** 21 I. C. C., 681.
- Central Pennsylvania Bituminous Coal Operators Asso. v. P. R. Co.,** 23 I. C. C., 385.  
See Asso. of Bituminous Coal Operators of Central Pa. v. P. R. R. Co.
- Central R. R. & Banking Co. of Ga., Behlmer, H. W., v.,** 6 I. C. C., 257.
- Central R. R. & Banking Co. of Ga., Board of Trade of Chattanooga, Tenn., v.,** 5 I. C. C., 546.  
See Board of Trade of Chattanooga v. E. Tenn., Va. & Ga. Ry. Co.
- Central R. R. & Banking Co. of Ga., Board of Trade of Troy, Ala., v.,** 6 I. C. C., 1.  
See Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.
- Central R. R. & Banking Co. of Ga., Chicago Freight Bureau v.,** 6 I. C. C., 195.  
See Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.
- Central R. R. & Banking Co. of Ga., Freight Bu. of the Cinn. Chamber of Com. v.,** 6 I. C. C., 195.  
See Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.
- Central R. R. & Banking Co. of Ga., R. R. Commission of Ga. v.,** 5 I. C. C., 324, 325, 326.  
See R. R. Com. of Ga. v. Clyde S. S. Co.

**Central R. R. of Ga., R. R. Commission of Ga. v.,** 5 I. C. C., 324, 325, 326, 327.

See *R. R. Com. of Ga. v. Clyde S. S. Co.*

**Central R. R. Co. of N. J., American Metal Co. (Ltd.) v.** (5812), 28 I. C. C., 719.

**Central R. R. Co. of New Jersey et al., Babcock & Wilcox Co. v.,** 18 I. C. C., 612.

**Central R. R. Co. of New Jersey, Barrett Manufacturing Co. v.,** 17 I. C. C., 464.

**Central R. R. Co. of New Jersey, Board of Trade of Troy, Ala., v.,** 6 I. C. C., 1.

See *Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.*

**Central R. R. Co. of New Jersey et al., Bon Marche v.,** 21 I. C. C., 195.

**Central R. R. Co. of New Jersey, Boston Fruit & Produce Exchange v.,** 4 I. C. C., 664.

See *Boston F. & P. Ex. v. N. Y. & N. E. R. R. Co.*

**Central R. R. Co. of New Jersey, Boston Fruit & Produce Exchange v.,** 5 I. C. C., 1.

**Central R. R. Co. of New Jersey et al., Crane Iron Works v.,** 17 I. C. C., 514.

See *Crane Iron Works v. C. R. R. Co. of N. J.*

**Central R. R. Co. of New Jersey, Du Pont de Nemours Powder Co. v.,** 25 I. C. C., 19.

**Central R. R. Co. of New Jersey et al., Georges Creek Coal & Iron Co. v.,** 18 I. C. C., 25.

**Central R. R. Co. of New Jersey et al., Ingersoll-Rand Co. v.,** 18 I. C. C., 629.

**Central R. R. Co. of N. J., Merchants & Mfrs. Asso. v.,** 30 I. C. C., 396.

**Central R. R. Co. of New Jersey, Mershon, Schuette, Parker & Co. v.,** 10 I. C. C., 456.

**Central R. R. Co. of New Jersey, Metropolitan Lumber Co. v.,** 26 I. C. C., 719.

**Central R. R. Co. of New Jersey, National Hay Asso. v.,** 9 I. C. C., 264.

**Central Railroad of New Jersey, N. J. Fruit Exchange v.,** 2 I. C. C., 142.

See *New Jersey Fruit Exchange v. Cen. R. R. of N. J.*

**Central R. R. Co. of New Jersey, N. Y. Board of Trade & Transportation v.,**  
4 I. C. C., 447.

See N. Y. Board of Trade, etc., v. Penn. R. R. Co.

**Central R. R. Co. of New Jersey v. New York, New Haven & Hartford R. R.**  
**Co. (1400),** 14 I. C. C., 636.

**Central R. R. Co. of New Jersey, N. Y. Produce Ex. v.,** 7 I. C. C., 612

See N. Y. Produce Exchange v. B. & O. R. R. Co.

**Central R. R. Co. of New Jersey et al., Ocean County Coal Co. v.,** 17 I. C.  
C., 383.

**Central R. R. Co. of New Jersey, Paine Bros. & Co. v.,** 7 I. C. C., 218.

See Paine Bros. & Co. v. Lehigh Valley R. R. Co.

**Central R. R. of New Jersey, Pardee Works v.,** 29 I. C. C., 500.

**Central R. R. Co. of New Jersey et al., Peale, Peacock & Kerr v.,** 18 I. C.  
C., 25.

See Peale, Peacock & Kerr v. C. R. R. Co. of N. J.

**Central R. R. Co. of New Jersey, Philadelphia Veneer & Lumber Co. v.,** 25  
I. C. C., 653.

**Central R. R. Co. of New Jersey, Snook, William C., v.,** 17 I. C. C., 375.

See Snook v. C. R. R. Co. of N. J.

**Central R. R. of N. J., Warren-Ehret Co. v.,** 8 I. C. C., 598.

See Warren-Ehret Co. v. Central R. R. of N. J.

**Central R. R. Co. of New Jersey, Wharton Steel Co. v.,** 26 I. C. C., 166.

**Central R. R. Co. of N. J., Wolf & Sons v. (U. R. A-298),** 28 I. C. C., 727.

**Central Refining Co. v. B. & O. S. W. R. R. Co. (U. R. A-553),** 30 I. C. C., 717.

**Central Tex. & Northwestern Ry. Co., Mayor & City Council of Wichita,**  
**Kas. v.,** 9 I. C. C., 569.

**Central Trust Co. of Ill., Trustee The Agar Packing Co., v. C., R. I. & P.**  
**R. Co.,** 25 I. C. C., 707.

**Central Vermont Ry. Co., American Hay Co. v.,** 29 I. C. C., 659.

**Central Vermont Ry. Co., American Hay Co. v.,** 30 I. C. C., 562.

**Central Vermont Ry. Co., Blake & Co. v. (U. R. A-241),** 27 I. C. C., 726.

**Central Vermont R. R. Co., Board of Trade of Troy, Ala., v.,** 6 I. C. C., 1.

See Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.

**Central Vermont Ry. Co., Hooker v.** (5852), 28 I. C. C., 719.

**Central Vermont Ry. Co., Jones Brothers Co. v.,** 14 I. C. C., 141, 142, 143.

**Central Vermont Ry. Co., Capital City Gas Co. v.,** 11 I. C. C., 104.

See Capital City Gas Co. v. Central Vermont Ry. Co.

**Central Vermont Ry. Co. et al., McDonnel & Sons v.,** 21 I. C. C., 577.

**Central Vermont Ry. Co., McKenzie v.** (U. R. A-359), 28 I. C. C., 735.

**Central Vermont Ry. Co., National Hay Asso. v.,** 9 I. C. C., 264.

**Central Vermont R. R. Co., Paine Bros. & Co. v.,** 7 I. C. C., 218.

See Paine Bros. & Co. v. Lehigh Valley R. R. Co.

**Central Vermont Ry. Co., A. J. Phillips Co. v.,** 11 I. C. C., 659.

**Central Vermont Ry. Co., Willison Co. v.** (1809), 14 I. C. C., 643.

**Central Vermont Ry. Co., Young & Son v.,** 26 I. C. C., 718.

**Central Yellow Pine Asso v. Illinois Central R. R. Co.,** 10 I. C. C., 505.

Advance of 2 cents per 100 pounds in rates on yellow-pine lumber from Mississippi, Alabama, and Louisiana to Ohio River points held to be unreasonable, and carriers ordered to discontinue such advance.

**Interstate Commerce Commission v. Illinois Central R. R. Co.**

Not reported.

C. C. E. O. La.

Commission's order held to be valid. Carriers directed to comply therewith.

**Illinois Central R. R. Co. v. Interstate Commerce Commission.**

206 U. S. 441. May 27, 1907. McKenna, J.

Commission's order held to be valid. Carriers directed to comply therewith.

*Cited:* Tift et al. v. Sou. R. Co., 10 I. C. C., 579.

*Cited:* China & Japan Trading Co. v. Ga. R. Co., 12 I. C. C., 241.

It is not within the province of the Commission to consider violations of the Anti-Trust Act, but it will consider a joint or concerted action of carriers in the aspect of its bearing upon the reasonableness and validity of the advanced rate.

*Quoted:* Tift et al. v. Sou. R. Co., 10 I. C. C., 582.

*Quoted:* Pacific Coast Lum. Mfg. Asso. v. N. P. Ry. Co., 14 I. C. C., 37.

"The test of the reasonableness of a rate is not the amount of the profit in the business of a shipper or manufacturer, but whether the rate yields a reasonable compensation for the service rendered. If the prosperity of the manufacturer is to have a controlling influence, this would justify a higher rate on the traffic of the prosperous manufacturer than on that of one less prosperous. The right to participate in the prosperity of a shipper by raising rates is simply a license to the carrier to appropriate that prosperity, or in other words, to transfer the shipper's legitimate profit in his business from the shipper to the carrier."

*Cited:* Detroit Chemical Works v. N. C. Ry. Co., 13 I. C. C., 362.

Where a carrier has maintained for a long time a rate for the transportation of a certain commodity, such rate is presumed to be remunerative. If the rate is increased the presumption is that the increase is unreasonable.

*Cited:* Thompson Lumber Co. v. I. C. R. Co., 13 I. C. C., 665.

*Cited:* Kaul Lumber Co. v. C. of G. Ry. Co., 20 I. C. C., 451.

*Sustained:* Ill. Cen. R. R. Co. v. I. C. C., 206 U. S., 441.

*Cited:* Oregon & Wash. Lum. Mfg. Asso. v. S. P. Co., 21 I. C. C., 392.

*Cited:* Norman Lumber Co. v. L. & N. R. R. Co., 22 I. C. C., 242.

*Cited:* I. & S. Docket No. 115, 24 I. C. C., 689.

*Cited:* Fourth Section Application, 542 *et seq.*, 25 I. C. C., 59.

*Cited:* Com. Club of Omaha v. A. & S. Ry. Co., 27 I. C. C., 324.

*Cited:* Memphis Frt. Bu. v. I. C. R. R. Co., 27 I. C. C., 513.

*Cited:* Eastman, Gardiner & Co. v. I. C. R. Co., 29 I. C. C., 94.

The general advance in lumber of 2 cents per 100 pounds was held not justified.

*Cited:* National Lum. Dealers' Asso. v. A. C. L. R. Co., 14 I. C. C., 162.

The fact that shipper furnished and attached stakes to hold shipments of lumber on open cars was one of the elements considered in reaching conclusion that an advance of certain lumber rates was unreasonable.

*Cited:* Sou. Pine Lumber Co. v. Sou. Ry. Co., 14 I. C. C., 196.

Reparation.

*Cited:* Nicola, Stone & Myers Co. v. L. & N. R. Co., 14 I. C. C., 200.  
Reparation.

*Cited:* Hayden & Westcott Lum. Co. v. Gulf & Ship Island R. Co., 14 I. C. C., 537.

Reparation.

*Cited:* Chic. Lum. & Coal Co. v. T. S. Ry. Co., 16 I. C. C., 327.

The complaint here was based and presented largely upon theory of res adjudicata, because of the two cases involving rates east of the Mississippi River.

*Cited:* Jenks Lum. Co. v. Sou. Ry. Co., 17 I. C. C., 59.  
Reparation.

*Cited:* Star Grain & Lumber Co. v. A., T. & S. F. Ry. Co., 17 I. C. C., 338, 342.

*Cited:* Fathauer Co. v. St. L., I. M. & S. Ry. Co., 18 I. C. C., 520.

*Cited:* The Tap Line Case, 23 I. C. C., 280.

General principles relating to tap lines considered and reaffirmed.

*Cited:* Receivers' & Shippers' Asso. v. C., N. O. & T. P. Ry. Co., 18 I. C. C., 462.

A railroad is entitled to a fair return upon the value of property devoted by it to the public use, but it is not entitled to have that property paid for by the public.

*Distinguished:* Am. Creosote Works v. I. C. R. R. Co., 19 I. C. C., 315, 320.

Present case contains information as to cost of the movement of cross-ties which was not before Commission when considering the lumber case.

*Cited:* Advance in Rates, Eastern Case, 20 I. C. C., 265.

Purchase of equipment, improvements in roadway and structures and other capital charges not a part of operating costs and shipper of today should not be assessed freight rates based on the entire cost of such improvements and betterments.

*Cited:* Paducah Board of Trade v. I. C. R. R. Co., 29 I. C. C., 586.

The rates west of the Mississippi River on lumber were 2 cents higher than corresponding rates from points on the east of the river to Ohio River crossings. A general advance of 2 cents was made in the rates both from the east and west. In cited case the advance was found unreasonable in so far as the eastern rates were concerned.

**Central Yellow Pine Asso. v. Vicksburg, Shreveport & Pacific R. R. Co.,**  
10 I. C. C., 193.

*Cited:* Re Divisions of Joint Rates, 10 I. C. C., 399.

The mere fact that this road is today entirely owned by the largest individual shipper over it, or that it was originally organized and built for the purpose of doing the work of that shipper, is not, in our opinion, controlling against the legality of the transaction before us.



*Followed:* Central Yellow Pine Asso. v. Ill. Cen. R. Co., 10 I. C. C., 545.

It is unlawful for a carrier to grant a division of the rate to the owner of a lumber mill as compensation to him for the cost of bringing his logs to the mill by steam railroad, horse railroad, wagon, or any other means of conveyance. A division may only be granted to another common carrier subject to the provisions of the act.

*Cited:* Central Yellow Pine Asso. v. Ill. Cen. R. Co., 10 I. C. C., 546.

The third section of the act which prohibits undue preferences between individuals and localities, is not violated by the failure or refusal of the defendant to make tap line allowances to the mill owners in this territory while such allowances are granted the mill owners by other carriers in a different territory or section of the county.

*Cited:* Star Grain & Lumber Co. v. A., T. & S. F. Ry. Co., 17 I. C. C., 338, 340, 342, 346.

*Cited:* Fathauer Co. v. St. L., I. M. & S. Ry. Co., 18 I. C. C., 520.

*Cited:* The Tap Line Case, 23 I. C. C., 280.

General principles relating to tap lines reviewed and reaffirmed.

*Distinguished:* Chamber of Com. of Newport News v. S. Ry. Co., 23 I. C. C., 352.

The carriers did not participate in the rate complained of, nor engage at all in the transportation of lumber from any of the mills of complainant.

**Century Mfg. Co. v. C., H. & D. R. Co., 23 I. C. C., 719.**

**Certain R. R. Companies v. Re Safety Appliance Act of 1903, 9 I. C. C., 522.**

**Chadwick & Sykes v Chicago & North Western Ry. Co. et al, 21 I. C. C., 668.**

**Chaffin Coal Co. v. B. & O. R. Co., 23 I. C. C., 717.**

**Chaffin Coal Co. v. Central Indiana Ry. Co. et al, 17 I. C. C., 608.**

**Chaffin Coal Co v. C., M. & St. P. R. Co., 24 I. C. C., 321.**

**Chalmers, D. M., v. A., T. & S. F. R. Co., 26 I. C. C., 722.**

**Chamber of Commerce of Ashburn v. G. S. & F. R. Co., 23 I. C. C., 140.**

*Cited:* Chamber of Com. of Newport News v. S. Ry. Co., 23 I. C. C., 353.

The southern carriers participate actively in Newport News traffic to and from the south and southwest, and they practically control the rates between Newport News and points within association territories. The fact that their rails do not extend to Newport News cannot relieve them from responsibility for the effect of rates which they control and in which they participate.

*Cited:* Vienna, Ga., v. G. S. & F. Ry. Co., 28 I. C. C., 176.

*Cited:* Montezuma, Ga., v. C. of G. Ry. Co., 28 I. C. C., 283.

Rates from eastern cities, Ohio and Mississippi River crossings and the west to Ashburn should not exceed those to Tifton.

**Chamber of Commerce of Astoria v. Great Northern Ry. Co. et al.**, 17 I. C. C., 406.

**Chamber of Commerce of Augusta v. B. R. & P. Br. Co.**, 26 I. C. C., 559.

**Chamber of Commerce of Augusta, Ga., v. S. R. Co.**, 22 I. C. C., 233.

Commission dismissed complaint attacking as unreasonable and unduly prejudicial a rate of \$2.10 per ton on coal from the Coal Creek mines in Tennessee to Augusta, Ga.

**Chamber of Commerce of Augusta v. United States.**

197 Fed. 66; 1 Com. Ct. 477. June 7, 1912.

Commerce Court No. 65. Mack, J.

Motion of respondents to dismiss petition sustained. Commission's order held to be valid.

**Chamber of Commerce of Augusta v. United States.**

Not reported. June 29, 1912.

Commerce Court No. 65.

No order having been entered in pursuance of opinion of June 7, 1912, an order was entered following Proctor & Gamble v. U. S. (225 U. S. 282) to the effect that a denial of relief by the Commission is not an order of which the Commerce Court has jurisdiction; case dismissed for want of jurisdiction.

**Chamber of Commerce of Baltimore v. B. & O. R. Co.**, 22 I. C. C., 596.

See Baltimore Chamber of Commerce v. B. & O. R. R. Co.

**Chamber of Commerce of Baltimore v. Pa. R. R. Co.**, 15 I. C. C., 341.

**Chamber of Commerce of Beaumont v. I. & G. N. Ry. Co.** (4915), 29 I. C. C., 710.

**Chamber of Commerce of Beaumont, Tex., v. T. & N. O. R. Co.**, 25 I. C. C., 695.

**Chamber of Commerce of Billings v. Chicago, Burlington & Quincy R. R. Co.**, 19 I. C. C., 71.

**Chamber of Commerce of Boston v. A., T. & S. F. Ry. Co.**, 28 I. C. C., 230.

**Chamber of Commerce of Chattanooga v. Southern Ry. Co.**, 10 I. C. C., 111.

*Cited:* Receivers' & Shippers' Asso. v. C., N. O. & T. P. Ry. Co., 18 I. C. C., 466.

*Cited:* Columbia Grocery Co. v. L. & N. R. R. Co., 18 I. C. C., 506.

The rates from Cincinnati to Nashville are influenced by water competition.

*Cited:* Bowling Green Bus. Men v. L. & N. R. R. Co., 24 I. C. C., 233.

The navigability of the Cumberland River discussed.

**Chamber of Commerce of Columbia v. S. C. & S. Ry. Co.**, 28 I. C. C., 339.

**Chamber of Commerce of Dayton v. Chesapeake & Ohio R. R. Co. et al.**, 18 I. C. C., 613.

**Chamber of Commerce of Dayton v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 16 I. C. C., 82.

**Chamber of Commerce of El Paso, Tex., v. Atchison, Topeka & Santa Fe Ry. Co. (900)**, 12 I. C. C., 585.

**Chamber of Commerce of Grand Junction v. D. & R. G. R. Co.**, 23 I. C. C., 115.

*Cited:* Moore v. D. & R. G. R. R. Co., 25 I. C. C., 3.

Hotchkiss, the point concerned in present case, is not intermediate to Salt Lake City, nor to Grand Junction, Col., to which point the fourth section application of the Denver & Rio Grande and Colorado Midland to charge higher rates at intermediate points than are contemporaneously in effect to Salt Lake City was denied in cited case.

**Chamber of Commerce of Houston v. G., H. & S. A. R. Co.**, 23 I. C. C., 214.

**Chamber of Commerce of Houston v. Houston, East & West Texas Ry. Co. et al.**, 21 I. C. C., 676.

**Chamber of Commerce of Lagrange v. A. & W. P. R. Co.**, 28 I. C. C., 178.

See Lagrange Chamber of Com. v. Atlanta & West Point R. R. Co.

**Chamber of Commerce of Little Rock v. St. L., I. M. & S. R. Co.**, 25 I. C. C., 709.

**Chamber of Commerce of Little Rock v. St. L., I. M. & S. R. Co.**, 26 I. C. C., 341.

See Little Rock Chamber of Commerce v. St. L., I. M. & S. Ry. Co.

**Chamber of Commerce, Macon, Ga., v. C., N. O. & T. P. R. Co.**, 27 I. C. C., 263.

*Cited:* Chamber of Commerce, Macon, Ga., v. C., N. O. & T. P. Ry. Co., 30 I. C. C., 478.

Rates on leather to Macon fixed in cited case not to exceed those to

Atlanta by amounts greater than the difference existing in the class rates applicable to that commodity in the absence of commodity rates.

**Chamber of Commerce, Freight Bureau, Macon, Ga., v. C., N. O. & T. P. Ry. Co.**, 30 I. C. C., 477.

**Chamber of Commerce, Freight Bureau of Macon, Ga., v. M. D. & S. R. R. Co.** (5489), 28 I. C. C., 715.

**Chamber of Commerce, Freight Bureau of Macon, Ga., v. N. & W. Ry. Co.** (5126), 28 I. C. C., 713.

**Chamber of Comm. of Milwaukee v. Chicago, Milwaukee & St. Paul Ry. Co.**, 7 I. C. C., 481.

*Cited*: Export and Domestic Rates, 8 I. C. C., 267.

Grain rates to Minneapolis held unduly favorable as compared with Milwaukee.

*Cited*: Com. Club of Superior, Wis., v. G. N. Ry. Co., 24 I. C. C., 116.

Held that just differentials between Milwaukee and Minneapolis would result if the interstate distance tariff of the Milwaukee and the Northwestern be applied to the short-line mileage from the several points of shipment to Milwaukee and Minneapolis.

**Chamber of Commerce of Milwaukee v. C., M. & St. P. R. Co.**, 24 I. C. C., 96.

**Chamber of Commerce of Milwaukee v. C., M. & St. P. R. Co.**, 24 I. C. C., 703.

**Chamber of Commerce of Milwaukee v. C., M. & St. P. R. Co.**, 25 I. C. C., 342.

*Adhered to*: Chicago-Duluth Grain Rates, 27 I. C. C., 216.

Underlying principles prescribed in cited case on which the grain rates should be founded.

**Chamber of Commerce of Milwaukee v. Chicago, Rock Island & Pacific Ry. Co.**, 15 I. C. C., 460.

*Cited*: Standard Lime & Stone Co. v. C. V. R. R. Co., 15 I. C. C., 626.

*Cited*: Cedar Hill Coal & Coke Co. v. C. & S. Ry. Co., 17 I. C. C., 481.

*Cited*: Com. Club of Superior, Wis., v. G. N. Ry. Co., 24 I. C. C., 109.

*Cited*: Memphis Grain & Hay Asso. v. St. L. & S. F. R. R. Co., 24 I. C. C., 615.

*Cited*: Rates from Walsenburg Coal Field, 26 I. C. C., 88.

*Cited*: Rates on Plaster and Gypsum Rock, 27 I. C. C., 70.

*Cited*: Lumber Rates, Oregon and Washington to Eastern Points, 29 I. C. C., 614.

A carrier may not refuse to join in through routes or by discrimination in rate or practice of any sort attempt to hold a certain locality as a market for producers located on its own line.

*Cited:* Indianapolis Frt. Bu. v. C., C. & St. L. Ry. Co., 26 I. C. C., 58.

The fact that a certain point has easy access to one market is no reason why such point should be discriminated against in making rates to some other market.

*Cited:* St. L., Sprgfd. & P. R. R. v. P. & P. U. Ry. Co., 26 I. C. C., 235.

There is a duty resting upon a carrier to transport property tendered and to this end through routes and joint rates must be established and maintained.

**Chamber of Commerce of Milwaukee v. C., M. & St. P. Ry. Co.** (5359), 28 I. C. C., 714.

**Chamber of Commerce of Milwaukee v. Flint & Pere Marquette R. R. Co.**, 2 I. C. C., 553.

*Cited:* Boston Fr. & Pro. Ex. v. N. Y. & N. E. R. Co., 4 I. C. C., 677.

*Cited:* New York, N. H. & H. R. Co. v. Platt, 7 I. C. C., 333.

*Cited:* Through Routes and Through Rates, 12 I. C. C., 168.

Through rates not necessarily only those that are quoted as such, where traffic moves necessarily over several lines in cars furnished by initial carrier the rate made is a through rate, whether the connecting carriers have formally agreed to an arrangement as such.

*Cited:* R. R. Com. of Fla. v. Sav., Fla. & W. Ry. Co., 5 I. C. C., 25.

All-water lines which in conjunction with a railroad receive freight originating from a point on said road destined to a point in another state, are thereby constituted interstate carriers and all participating in such traffic are subject to the act.

*Cited:* Cosmopolitan Shipping Co. v. Hamb.-Am. Line, 13 I. C. C., 271.

By giving or recognizing a through bill of lading upon interstate traffic and by other acts or practices a railroad lying wholly within a state becomes an interstate carrier and amenable to Federal control.

*Quoted:* N. O. Cotton Ex. v. Ill. Cen. R. R. Co., 3 I. C. C., 559.

"A rate is none the less a through rate when freight is shipped upon a through bill of lading from the point of origin to destination accompanied by a way-bill showing the route over which it is to go, with the percentages of all the other lines set forth on the way-bill, because the initial carrier charges its local rates as part of the total rate, and the remaining lines charge an agreed rate made by percentages."

**Chamber of Commerce of Milwaukee v. G. T. W. R. Co.**, 26 I. C. C., 711.

**Chamber of Commerce of Milwaukee v. Illinois Central R. R. Co.** (1614), 14 I. C. C., 640.

*Cited*: Chamber of Commerce of Mil. v. C., R. I. & P. Ry. Co., 15 I. C. C., 461.

The Illinois Central, although contesting the point, re-established the through routes and joint rates on grain to Milwaukee on the basis of the Chicago rates, which had been withdrawn.

**Chamber of Commerce of Minneapolis, Minn., v. Great Northern Ry. Co.,**  
5 I. C. C., 571.

Carriers ordered to cease charging the existing rates on wheat from North and South Dakota to Minneapolis, Minn., on the ground that such rates are unduly prejudicial as compared with rates to Duluth and other lake ports.

Interstate Commerce Commission v. Chicago, Milwaukee & St. Paul Ry. Co.

Not reported.

C. C., D. Minn.

This case was discontinued, the carriers having complied with the Commission's order as modified in accordance with the request of both carriers and shippers. (Senate hearings, Committee on Interstate Commerce, 1904-5, vol. 5, p. 313.)

*Cited*: Freight Bureau v. Cinn., N. O. & T. P. R. Co., 6 I. C. C., 245.

*Cited*: Daniels vs. Chic., R. I. & P. R. Co., 6 I. C. C., 480.

*Quoted*: Commercial Club of Omaha v. Chic., R. I. & P. R. Co., 6 I. C. C., 675.

*Cited*: Milk Pro. P. Asso. v. D., L. & W. R. Co., 7 I. C. C., 164.

*Cited*: James & Abbot v. C. P. Ry. Co., 5 I. C. C., 627.

Each locality competing with others in a common market is entitled to reasonable and just rates at the hands of the carriers serving it and to the benefit of all its natural advantages.

*Distinguished*: Milk Pro. P. Asso. v. D., L. & W. R. Co., 7 I. C. C., 158.

Question was not then before Commission as to whether traffic between two points in the same state which, however, passed through another state en route was under Federal authority.

*Cited*: Chamber of Commerce v. Chic., M. & St. P. R. Co., 7 I. C. C., 510.

Rates on wheat to Minneapolis and Duluth established.

*Cited*: Com. Club of Superior, Wis., v. G. N. Ry. Co., 24 I. C. C., 101.

The findings of the Commission establishing differential bases as between Minneapolis and Duluth were not closely followed by the carriers, but it would seem that departures from the expressed views of the Commission were in favor of Duluth.

**Chamber of Commerce of Mobile v. M. & O. R. Co., 23 I. C. C., 417.**

**Chamber of Commerce of Newport News v. S. R. Co., 23 I. C. C., 345.**

For a number of years Newport News and Norfolk, Va., took equal rates to and from common points in associated railways territory and in southeastern freight association territory. Held, that it was an undue prejudice against Newport News for the carriers to advance the Newport News rates while maintaining the former Norfolk rates. Carriers ordered to cease this discrimination.

**Southern Ry. Co. v. United States.**

204 Fed. 465. March 11, 1913.

Commerce Court No. 82. Hunt, J.

Commission's order held to be valid.

**Chamber of Commerce of New York v. N. Y., C. & H. R. R. Co., 24 I. C. C., 55, 674.**

*Followed:* In the Matter of Import Rates, 24 I. C. C., 78.

Philadelphia and Baltimore allowed certain differentials under New York on import traffic, but Boston shall be on same basis as New York.

*Cited:* In the Matter of Import Rates, 24 I. C. C., 674.

*Modified:* In the Matter of Import Rates, 24 I. C. C., 678.

The original decision explained and modified as to certain rates over certain differential lines from Boston and New York.

*Affirmed:* In the Matter of Import Rates, 27 I. C. C., 238.

*Followed:* In the Matter of Import Rates, 27 I. C. C., 245.

On rehearing the findings of the original and supplemental reports affirmed.

*Cited:* Aransas Pass Channel & Dock Co. v. G., H. & S. A. Ry. Co., 27 I. C. C., 415.

Every carrier owes a duty to the entire public, and each owes a particular duty to persons and communities which it directly serves and which are dependent upon it.

**Chamber of Commerce of New York v. N. Y. C. & H. R. Co., 27 I. C. C., 238.**

*Adhered to:* In the Matter of Import Rates, 27 I. C. C., 245.

Report on rehearing. The Commission may not make a decision as arbitrators which is contrary to the adjustment which it of necessity would make in discharging its duties under the law.

**Chamber of Commerce of Portland v. Oregon R. R. & Navigation Co. et al,**  
19 I. C. C., 265.

See *Portland Chamber of Commerce v. O. R. R. & N. Co.*

**Chamber of Commerce of Portland v. Oregon R. R. & Navigation Co. et al,**  
21 I. C. C., 640.

**Chamber of Commerce of Portland v. O. S. L. R. Co.,** 23 I. C. C., 710.

**Chamber of Commerce of Richmond v. S. A. L. Ry.,** 30 I. C. C., 552.

**Chamber of Commerce of Seattle, Transportation Bureau, et al. v. Northern  
Pacific Ry. Co. et al,** 19 I. C. C., 265.

See *Seattle Chamber of Commerce, Transportation Bureau, v. N. P.  
Ry Co.*

**Chamber of Commerce of Seattle, Transportation Bureau, et al. v. Northern  
Pacific Ry. Co. et al,** 21 I. C. C. 640.

**Chamber of Commerce of Sheridan v. C., B. & Q. R. Co.,** 26 I. C. C., 638.

See *Sheridan Chamber of Commerce v. C., B. & Q. R. R. Co.*

**Chamber of Commerce of Sheridan v. C., B. & Q. R. R. Co.,** 28 I. C. C., 250.

**Chamber of Commerce, Transportation Bureau, of New Seattle v. G. N. Ry.  
Co.,** 30 I. C. C., 683.

**Chamber of Commerce of Washington, D. C., v. B. & O. R. R. Co.,** 30 I. C.  
C., 446.

**Chamberlain, Daniel H., v. H. W. Behlmer,** 6 I. C. C., 257.

**Chamberlain Cartridge & Target Co. v. L. S. & M. S. Ry. Co. (U. R. A-482),**  
29 I. C. C., 728.

**Champion Feed Milling Co. v. C., B. & Q. R. Co.,** 26 I. C. C., 707.

**Champion Feed Milling Co. v. C., M. & St. P. Ry. Co. (U. R. A-151),** 27 I. C.  
C., 714.

**Chandler Cotton Oil Co. v. Ft. Smith & Western R. R. Co.,** 13 I. C. C., 473.

**Channel Commercial Co. v. Southern Pacific Co.,** 12 I. C. C., 506.

**Channel Commercial Co. v. Southern Pacific Co. (819),** 12 I. C. C., 582.

**Channon Co. v. Lake Shore & Michigan Southern Ry. Co.,** 15 I. C. C., 551.

**Chanslor & Lyon Motor Supply Co. v. P. R. R. Co. (U. R. A-472),** 29 I. C.  
C., 726.



**Chanute Refining Co. et al. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 20 I. C. C., 670.

**Chanute Refining Co. v. A., T. & S. F. Co.**, 22 I. C. C., 671.

**Chanute Refining Co. v. M., K. & T. R. Co.** (U. R. A-180), 27 I. C. C., 718.

**Chanute Refining Co. v. St. Louis, Iron Mountain & Southern Ry. Co.** (1543), 14 I. C. C., 638.

**Chapelle, Logan B., v. Chicago & Alton R. R. Co.**, 3 I. C. C., 241.

**Chappelle, Pat, v. Atlantic Coast Line R. R. Co.**, 19 I. C. C., 56.

**Chappelle, Pat, v. Central of Georgia Ry. Co.**, 19 I. C. C., 56.

**Chappelle, Pat, v. Illinois Central R. R. Co.**, 19 I. C. C., 56.

**Chappelle, Pat, v. Louisville & Nashville R. R. Co.**, 19 I. C. C., 56, 456.

**Charges for the Transportation and Refrigeration of Fruit Shipped from Points on the Perre Marquette & Michigan Central Railroads**, 11 I. C. C., 129.

*Cited: Asparagus Growers' Asso. v. A. C. L. R. R. Co.*, 17 I. C. C., 427.

Refrigeration charges considered.

**Charitable Work, In re Passes to Clergymen & Persons Engaged in**, 15 I. C. C., 45.

**Charleston & Savannah Ry. Co., Perry, Charles P., v.**, 5 I. C. C., 97.

See *Perry v. Fla. Cen. & Pen. R. R. Co.*

**Charleston & Savannah Ry. Co., R. R. Commission of Florida v.**, 5 I. C. C., 13.

See *R. R. Com. of Fla. v. Savannah, Fla. & W. Ry. Co.*

**Charleston & Savannah Ry. Co., Re Alleged Unlawful Charges for Transportation of Vegetables**, 8 I. C. C., 585.

**Charleston & Savannah Ry. Co., Rising, J. M., v.**, 5 I. C. C., 120.

**Charleston & Savannah Ry. Co., Savannah Bu. of Freight & Trans. v.**, 7 I. C. C., 458.

See *Savannah Bureau of Freight & Trans. v. Charleston & Savannah Ry. Co.*

**Charleston & Savannah Ry. Co., Savannah Bu. of Freight & Trans. v.**, 7 I. C. C., 601.

**Charleston & Savannah Ry. Co., Savannah Bureau of Freight & Transportation v.**, 8 I. C. C., 377.

See Savannah Bureau of Freight & Trans. v. Louisville & Nashville R. R. Co.

**Charleston & Western Carolina Ry. Co., R. C. Brabham v.**, 11 I. C. C., 464.

See Brabham v. A. C. L. R. R. Co.

**Charleston & Western Carolina Ry. Co., Charlotte Shippers' Asso. v.**, 11 I. C. C., 109.

See Charlotte Shippers' Asso. v. S. Ry. Co.

**Charleston & Western Carolina Ry. Co., T. M. Kehoe & Co. v.**, 11 I. C. C., 166.

See Kehoe & Co. v. C. & W. C. Ry. Co.

**Charleston & Western Carolina Ry. Co., Lyons Co. v.**, 24 I. C. C., 714.

**Charleston & Western Carolina Ry. Co., Riverside Mills v.**, 22 I. C. C., 663.

**Charleston & Western Carolina Ry. Co., Truckers Transfer Co. v.**, 27 I. C. C., 275.

See Truckers Transfer Co. v. Charleston & Western Car. Ry. Co.

**Charleston County, S. C., Asparagus Growers' Association v. Atlantic Coast Line R. R. Co. et al.**, 17 I. C. C., 423.

See Asparagus Growers' Asso. v. A. C. L. R. R. Co.

**Charleston & Western Carolina Ry. Co. et al., Riverside Mills v.**, 20 I. C. C., 153.

See Riverside Mills v. C. & W. C. Ry. Co.

**Charleston Truck Growers' Association v. Atlantic Coast Line R. R. Co. et al.**, 20 I. C. C., 190.

See Truck Growers' Asso. of Charleston v. A. C. L. R. R. Co.

**Charlotte, Columbia & Augusta R. R. Co., P. H. Loud, Jr., v.**, 5 I. C. C., 529.

See Loud v. So. Car. Ry. Co.

**Charlotte Shippers' Asso. v. Southern Ry. Co.**, 11 I. C. C., 108.

*Quoted:* Copper Queen Consolidated Mining Co. v. B. & O. R. R. Co., 18 I. C. C., 157.

If the through rates are not unreasonable, the Commission can not condemn the same on account of the divisions thereof to the various roads forming the through lines, the law and the public being alike served by rates in the aggregate reasonable and not affected by their distribution.

*Cited:* Corporation Com. N. C. v. N. & W. Ry. Co., 19 I. C. C., 308.

The rates from both the east and west to the Virginia cities and points south thereof have been several times considered.

*Cited and followed:* Rates to No. Car. Points, 29 I. C. C., 557.

The rates to Charlotte and other points in North Carolina should be made by adding to the proportional rates to Virginia cities something less than the full locals from the Virginia cities to points of destination in North Carolina.

**Chatfield Manufacturing Co. v. Louisville & Nashville R. R. Co. et al.**, 18 I. C. C., 385.

**Chattahoochee Valley Ry. Co., West Point Mfg. Co. v.**, 26 I. C. C., 79.

**Chattanooga Boiler & Tank Co. v. N., C. & St. L. R. Co.**, 22 I. C. C., 660.

**Chattanooga Bottle & Glass Mfg. Co. v. N., C. & St. L. Ry.** (U. R. A-575), 30 I. C. C., 720.

**Chattanooga Brewing Co. v. N. C. & St. L. R.** (U. R. A-179), 27 I. C. C., 718.

**Chattanooga Feed Co. v. A. G. S. R. Co.**, 22 I. C. C., 480.

**Chattanooga Iron & Wire Works v. A. G. S. R. Co.**, 26 I. C. C., 721.

**Chattanooga Log Rates**, 30 I. C. C., 36.

**Chattanooga Medicine Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al.**, 21 I. C. C., 679.

**Chattanooga Medicine Co. v. C. & O. R. Co. of Ind.**, 24 I. C. C., 718.

**Chattanooga Medicine Co. v. P. R. Co.**, 22 I. C. C., 673.

**Chattanooga Plow Co. v. B. & O. Co.**, 24 I. C. C., 726.

**Chattanooga Plow Co. v. B. & O. Co.**, 24 I. C. C., 726.

**Chattanooga Plow Co. v. N. Y. C. & H. R. R. Co.** (4471), 29 I. C. C., 710.

**Chattanooga Plow Co. v. P. R. Co.**, 23 I. C. C., 718.

**Chattanooga, Rome & Columbus Ry. Co., Hamilton & Brown v.**, 4 I. C. C., 686.

See *Hamilton & Brown v. Chattanooga, R. & C. Ry. Co.*

**Chattanooga, Rome & Columbus R. R. Co. v. E. D. McClelen**, 6 I. C. C., 588.

**Chattanooga Sewer Pipe & Brick Co. v. L. & N. R. R. Co.**, 26 I. C. C., 708.

**Chattanooga Sewer Pipe & Fire Brick Co. v. N., C. & St. L. Ry.** (5167), 28 I. C. C., 713.

**Chattanooga Sewer Pipe & Fire Brick Co. v. N., C. & St. L. Ry.** (U. R. A-534), 29 I. C. C., 723.

**Chattanooga Sewer Pipe & Fire Brick Co. v. A. G. S. R. R. Co.** (U. R. A-605), 30 I. C. C., 724.

**Chattanooga Sewer Pipe & Fire Brick Co. v. S. Ry. Co.** (U. R. A-676), 30 I. C. C., 734.

**Chattanooga Wagon Co. v. Mobile & Ohio R. R. Co. et al.**, 21 I. C. C., 679.

**Checotah Cotton Oil Co. v. Missouri, Kansas & Texas Ry. Co. et al.**, 18 I. C. C., 621.

**Checotah Cotton Oil Co. v. M., K. & T. R. Co.**, 25 I. C. C., 708.

**Cheek, Webb & Co. v. Louisville & Nashville R. R. Co.**, 8 I. C. C., 93.

See *Phillips, Bailey & Co. v. Louisville & Nashville R. R. Co.*

**Cheraw Board of Trade v. S. A. L. R.**, 26 I. C. C., 364.

**Cherokee Lumber Co. v. A. C. L. R. Co.**, 27 I. C. C., 438.

**Chesapeake & O. Ry. Co., American Lumber & Mfg. Co. v.** (5996), 28 I. C. C., 720.

**Chesapeake & O. Ry. Co., American Lumber & Mfg. Co. v.** (U. R. A-655), 30 I. C. C., 731.

**Chesapeake & Ohio Ry. Co., American Tobacco Co. v.**, 26 I. C. C., 722.

**Chesapeake & Ohio Ry. Co., Andrews Soap Company v.**, 4 I. C. C., 41.

See *Andrews Soap Co. v. Pitts., Cinn. & St. L. Ry. Co.*

**Chesapeake & Ohio Ry. Co. et al., Beecher & Barr v.**, 17 I. C. C., 609.

**Chesapeake & Ohio Ry. Co. et al., Carolina Portland Cement Co. v.**, 21 I. C. C., 533.

See *Carolina Portland Cement Co. v. C. & O. Ry. Co.*

**Chesapeake & Ohio Ry. Co., Chamber of Commerce of Chattanooga v.,** 10 I. C. C., 111.

See Chamber of Commerce of Chattanooga v. Southern Ry. Co.

**Chesapeake & Ohio Ry. Co., Charlotte Shippers' Asso. v.,** 11 I. C. C., 108.

See Charlotte Shippers' Asso. v. S. Ry. Co.

**Chesapeake & Ohio Ry. Co., Chattanooga Medicine Co. v.,** 2 I. C. C., 718.

**C. & O. Ry. Co., Cincinnati Chamber of Commerce & Merchants' Ex. v.,** 10 I. C. C., 378.

See Cinn. Chamber of Commerce & Merchants' Ex. v. Baltimore & Ohio S.-W. R. R. Co.

**Chesapeake & Ohio Ry. Co. et al., Clearfield Lumber Co. et al. v.,** 21 I. C. C., 211.

See Clearfield Lumber Co. v. C. & O. Ry. Co.

**Chesapeake & Ohio Ry. Co., Cole Mfg. Co. v.,** 26 I. C. C., 716.

**Chesapeake & O. Ry. Co., Continental Paper Bag Co. v. (U. R. A-369),** 28 I. C. C., 736.

**Chesapeake & Ohio Ry. Co., Covington Machine Co. v. (1378),** 13 I. C. C., 684.

**Chesapeake & Ohio R. R. Co. et al., Craig, George & Sons v.,** 19 I. C. C., 616.

**Chesapeake & O. Ry. Co., Curll v. (U. R. A-347),** 28 I. C. C., 733.

**Chesapeake & Ohio Ry. Co. et al., Dayton Chamber of Commerce v.,** 18 I. C. C., 613.

**Chesapeake & Ohio Ry. Co., Derr Mfg. Co. v.,** 9 I. C. C., 646.

See Derr Mfg. Co. v. Penn. R. R. Co.

**Chesapeake & Ohio Ry. Co., Dewey Brothers Co. v.,** 11 I. C. C., 475.

See Dewey Bros. Co. v. B. & O. R. R. Co.

**Chesapeake & Ohio Ry. Co., Erbenk v.,** 26 I. C. C., 708.

**Chesapeake & Ohio Ry. Co., Ethel Coal & Coke Co. v.,** 23 I. C. C., 471.

**Chesapeake & Ohio Ry. Co., Flint, Erving & Stoner Co. v.,** 26 I. C. C., 719.

**Chesapeake & Ohio Ry. Co., Gay Coal & Coke Co. v.,** 23 I. C. C., 471.

- Chesapeake & Ohio Ry. Co., Globe-Wernicke Co. v.**, 11 I. C. C., 156.
- Chesapeake & Ohio Ry. Co., Gorman, E. J., v.**, 21 I. C. C., 613.
- Chesapeake & Ohio Ry. Co., Greenbaum Co. v.**, 25 I. C. C., 352.
- Chesapeake & Ohio Ry. Co. et al., Hinton Fruit & Produce Co. v.**, 17 I. C. C., 578.
- Chesapeake & O. Ry. Co., Hinton Fruit & Produce Co. v.** (U. R. A-254), 27 I. C. C., 728.
- C. & O. Ry. Co., Howard Supply Co. v.** (1596), 14 I. C. C., 639.
- Chesapeake & O. Ry. Co., Hall Lumber & Tie Co. v.** (U. R. A-279), 28 I. C. C., 725.
- Chesapeake & O. Ry. Co., Hinton Fruit & Produce Co. v.** (U. R. A-312), 28 I. C. C., 729.
- Chesapeake & Ohio Ry. Co. et al.; in re Transportation By the,** 21 I. C. C., 207.
- Chesapeake & Ohio R. R. Co., In re Advances on Coal by,** 22 I. C. C., 604.
- Chesapeake & Ohio Ry. Co., Johnson & Son v.**, 24 I. C. C., 698.
- Chesapeake & O. Ry. Co., Johnson & Son v.** (U. R. A-551), 30 I. C. C., 717.
- Chesapeake & Ohio Ry. Co. et al., Kimberly, E. B., v.**, 17 I. C. C., 335.
- Chesapeake & Ohio Ry. Co., Low Moor Iron Co. of Va. v.**, 30 I. C. C., 615.
- Chesapeake & Ohio Ry. Co., Manchester Granite & Marble Co. v.**, 18 I. C. C., 613.
- Chesapeake & Ohio Ry. Co., New York Produce Exchange v.**, 7 I. C. C., 612.
- See N. Y. Produce Exchange v. B. & O. R. R. Co.
- Chesapeake & Ohio Ry. Co., Pence & Bro. v.** (U. R. A-476), 29 I. C. C., 727.
- Chesapeake & Ohio Ry. Co. et al., Preston, Albert, v.**, 16 I. C. C., 565.
- Chesapeake & Ohio Ry. Co. et al., Preston, Albert, v.**, 19 I. C. C., 406.
- C. & O. Ry. Company, Richmond Chamber of Commerce v.** (1026), 12 I. C. C., 587.
- Chesapeake & Ohio Ry. Co. et al., Ryland & Brooks Lumber Co. v.**, 21 I. C. C., 520.
- Chesapeake & Ohio Ry. Co., St. Louis Blast Furnace Co. v.**, 25 I. C. C., 183.

- Chesapeake & Ohio Ry. Co., St. Louis Blast Furnace Co. v.**, 26 I. C. C., 355.
- Chesapeake & Ohio Ry. Co., St. Louis Blast Furnace Co. v.**, 24 I. C. C., 360.
- Chesapeake & Ohio Ry. Co., George M. Spiegle & Co. v.**, 11 I. C. C., 367.
- Chesapeake & O. Ry. Co., White Oak Coal Co. v. (U. R. A-271)**, 28 I. C. C., 724.
- Chesapeake & Ohio Ry. Co., Wil. Tariff Asso. of Wil., N. C., v.**, 9 I. C. C., 118.
- See *Wilmington Tariff Asso. v. C. P. & V. R. R. Co.*
- Chesapeake & Ohio Ry. Co. et al., Windsor Turned Goods Co. v.**, 18 I. C. C., 162.
- C. & O. Ry. Co., Wm. W. Wrigley, Jr., v.**, 10 I. C. C., 412.
- Chesapeake & Potomac Telephone Co., J. M. Patterson, trading as the Jobbers' Brokerage Co. v. (6424)**, 29 I. C. C., 715.
- Chesapeake & Potomac Telephone Co., Shoemaker, Wm. D., v.**, 20 I. C. C., 614.
- Chesapeake & Potomac Telephone Co., Stephan v. (5722)**, 28 I. C. C., 717.
- Chesapeake & Potomac Telephone Co., Stone's Mercantile Agency v.**, 26 I. C. C., 709.
- Chesapeake Beach Ry. Co., Walton v. (1374)**, 13 I. C. C., 684.
- Chesapeake, Ohio & Southwestern Ry. Co., W. H. Boyer & Co. v.**, 7 I. C. C., 55.
- Chesapeake, Ohio & Southwestern R. R. Co. v. Phillips, Bailey & Co.**, 8 I. C. C., 93.
- See *Phillips, Bailey & Co. v. Louisville & Nashville R. R. Co.*
- Cheshire R. R. Co., Board of Trade of Troy, Ala., v.**, 6 I. C. C., 1.
- See *Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.*
- Chestnutt-Gibbons Grocer Co. v. St. L. & S. F. R. R. Co. (U. R. A-586)**, 30 I. C. C., 721.
- Cheanut Lumber Co. v. G., F. & A. R. Co.**, 22 I. C. C., 660.
- Cheanut Lumber Co. v. Louisville & Nashville R. R. Co. et al.**, 21 I. C. C., 680.
- Cheanut Lumber Co. v. Louisville & Nashville R. R. Co. et al.**, 21 I. C. C., 664.

**Chesnutt Lumber Co. v. L. & N. R. Co.** (4793), 27 I. C. C., 703.

**Chicago & Alton R. R. Co. et al., Acme Cement Plaster Co. v.**, 17 I. C. C., 220.

See *Acme Cement Plaster Co. v. C. & A. R. R. Co.*

**Chicago & Alton R. R. Co., Alton Board of Trade v.**, 28 I. C. C., 589.

See *Alton Board of Trade v. Chicago & Alton Ry. Co.*

**Chicago & Alton Railroad Co., Board of Trade of City of Chicago v.**, 4 I. C. C., 158.

See *Chicago Board of Trade v. Chicago & Alton R. R. Co.*

**Chicago & Alton Ry. Co., Board of Trade of Chicago v.**, 27 I. C. C., 539.

See *Board of Trade of Chicago v. Chicago & Alton Ry. Co.*

**Chicago & Alton R. R. Co., Bulte, August J., Milling Co. v.**, 15 I. C. C., 351.

See *Bulte, August J., Milling Co. v. C. & A. R. R. Co.*

**Chicago & Alton R. R. Co., Burlington Lumber Co. v.**, 23 I. C. C., 716.

**Chicago & A. R. R. Co., Burlington Lumber Co. v.** (U. R. A-170), 27 I. C. C., 716.

**Chicago & Alton R. R. Co. et al., Business Men's League of St. Louis v.**, 21 I. C. C., 669.

**Chicago & Alton R. R. Co., Cattle Raisers' Asso. of Texas v.**, 10 I. C. C., 83.

See *Cattle Raisers' Asso. of Tex. v. Chicago, Burlington & Quincy R. R. Co.*

**Chicago & Alton R. R. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 277, 296.

See *Cattle Raisers' Asso. v. C., B. & Q. R. R. Co., and Same v. M., K. & T. Ry. Co.*

**Chicago & Alton R. R. Co., Logan B. Chapelle v.**, 3 I. C. C., 241.

**Chicago & Alton R. R. Co., Chicago Freight Bu. v.**, 6 I. C. C., 195.

See *Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.*



**Chicago & Alton Ry. Co., Chicago Live Stock Ex. v.**, 10 I. C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

**Chicago & Alton R. R. Company, Chicago, Rock Island & Pacific Ry. Co. v.**, 3 I. C. C., 450.

See *Chicago, Rock Island & Pacific Ry. Co. v. Chicago & Alton R. R. Co.*

**Chicago & Alton R. R. Co., Clemons Produce Co. v.** (U. R. A-324), 28 I. C. C., 730.

**Chicago & Alton R. R. Co., Clinton Mfrs.' & Shippers' Asso. v.**, 27 I. C. C., 230.

See *Clinton Mfrs.' & Shippers' Asso. v. Chicago & Alton Ry. Co.*

**Chicago & Alton R. R. Co., Eau Claire Board of Trade v.**, 5 I. C. C., 264.

See *Eau Claire Board of Trade v. C., M. & St. P. Ry. Co.*

**Chicago & Alton R. R. Co., A. J. Gustin v.**, 8 I. C. C., 277.

See *Gustin v. A., T. & S. F. Ry. Co.*

**Chicago & Alton R. R. Co., Koch Butchers' Supply Co. v.** (U. R. A-281), 28 I. C. C., 725.

**Chicago & Alton R. R. Co., Abiel Leonard v.**, 3 I. C. C., 241.

**Chicago & Alton R. R. Co., Manning v.**, 13 I. C. C., 125.

**Chicago & Alton R. R. Co. et al., Pabst Brewing Co. v.**, 19 I. C. C., 615.

**Chicago & Alton R. R. Co. et al., Pabst Brewing Co. v.**, 17 I. C. C., 359.

**Chicago & Alton R. R. Co. v. Pennsylvania Co.**, 1 I. C. C., 86.

See *Chicago & Alton R. R. Co. v. Pennsylvania R. R. Co.*

**Chicago & Alton R. R. Co. v. Pennsylvania R. R. Co.**, 1 I. C. C., 86.

*Distinguished*: *L., R. & Mem. R. Co. v. E. Tenn., Va. & G. R. Co.*, 3 I. C. C., 5.

In that case the defendant offered to sell tickets over complainant's line upon terms which had been accepted by other lines whose tickets were on sale, but which terms were not acceptable to complainant. In present case there is simply a refusal to deal with the L., R. & M. upon any terms whatever.

*Cited:* L., R. & Mem. R. Co. v. Tenn., Va. & G. R. Co., 3 I. C. C., 18.  
In concurring opinion.

**Chicago & Alton Ry. Co. et al., Pleasant Hill Lumber Co. v.**, 16 I. C. C., 335.

**Chicago & Alton R. R. Co., Price Cereal Products Co. v.**, 24 I. C. C., 718.

**Chicago & Alton R. R. Co., Priesmeyer Shoe Co. v.**, 23 I. C. C., 78.

**Chicago & Alton R. R. Co., R. R. Com. of Oregon v.**, 12 I. C. C., 541.

**Chicago & Alton R. Co., Re Safety-Appliance Act of 1893**, 8 I. C. C., 643.

**Chicago & Alton R. R. Co., St. Louis Hay & Grain Co. v.**, 11 I. C. C., 82.

See *St. Louis Hay & Grain Co. v. Chicago, B. & Q. R. R. Co.*

**Chicago & A. R. R. Co., Security Warehouse & Elevator Co. v.** (U. R. A-221), 27 I. C. C., 724.

**Chicago & Alton R. R. Co., Swift & Co. v.**, 16 I. C. C., 426.

**Chicago & Alton R. R. Co., Swift & Co. v.**, 16 I. C. C., 605.

**Chicago & Alton R. R. Co., Traer v.**, 13 I. C. C., 451.

See *Traer v. C. & A. R. R. Co.*

**Chicago & Eastern Illinois R. R. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

**Chicago & Eastern Ill. R. R. Co., Crescent Coal & Mining Co. v.**, 24 I. C. C., 149.

**Chicago & E. I. R. R. Co., Dunbar-Hansen Co. v.** (U. R. A-250), 27 I. C. C., 728.

**Chicago & Eastern Ill. R. R. Co., Gilbert v.**, 24 I. C. C., 716.

**Chicago & E. I. R. R. Co., Indiana Sewer Pipe Co. v.** (4977), 28 I. C. C., 712.

**Chicago & Eastern Illinois R. R. Co., Investigation**, 29 I. C. C., 139.

**Chicago & Eastern Illinois R. R. Co., Laning-Harris Coal & Grain Co. v.** (5884), 29 I. C. C., 712.

**Chicago & E. I. R. R. Co., Ludowici-Celadon Co. v.** (5871), 28 I. C. C., 719.

**Chicago & Eastern Illinois R. R. Co. et al., MacGillis & Gibbs Co. v.**, 16 I. C. C., 40.

See *MacGillis & Gibbs Co. v. C. & E. I. R. R. Co.*

- Chicago & Eastern Ill. R. R. Co., McRoy Clay Works v.**, 24 I. C. C., 706.
- Chicago & Eastern Ill. R. R. Co., Nauss v.**, 24 I. C. C., 721.
- Chicago & Eastern Illinois R. R. Co., Ohio Iron & Metal Co. v.**, 26 I. C. C., 721.
- Chicago & Eastern Illinois R. R. Co. et al., Pleasant Hill Lumber Co. v.**, 16 I. C. C., 335.
- Chicago & Eastern Illinois R. R. Co. et al., Rosenbaum, J., Grain Co. v.**, 20 I. C. C., 664.
- Chicago & Eastern Illinois R. R. Co., Squire Dingee Co. v. (U. R. A-440),** 29 I. C. C., 722.
- Chicago & Eastern Illinois R. R. Co., Winters Metallic Paint Co. v.**, 23 I. C. C., 711.
- Chicago & Eastern Illinois R. R. Co., Wm. Wrigley, Jr., v.**, 10 I. C. C., 412.
- Chicago & Erie R. R. Co., American Furniture Co. v. (U. R. A-597),** 30 I. C. C., 723.
- Chicago & Erie R. R. Co. et al., Anaconda Copper Mining Co. v.**, 19 I. C. C., 592.
- See *Anaconda Copper Mining Co. v. C. & E. I. R. R. Co.*
- Chicago & Erie R. R. Co. et al., Anaconda Copper Mining Co. v.**, 21 I. C. C., 40.
- See *Anaconda Copper Mining Co. v. C. & E. R. R. Co.*
- Chicago & Erie R. R. Co. et al., Cananea Consolidated Copper Co. v.**, 16 I. C. C., 611.
- Chicago & Erie R. R. Co. et al., Chicago & Riverdale Lumber Co. v.**, 20 I. C. C., 670.
- Chicago & Erie R. R. Co., Goldfield Consolidated Milling & Transportation Co. v.**, 26 I. C. C., 605.
- Chicago & Erie R. R. Co., New York Produce Exchange v.**, 7 I. C. C., 612.
- See *N. Y. Produce Exchange v. B. & O. R. R. Co.*
- Chicago & Erie R. R. Co., Northern California Power Co., Consolidated, v.**, 22 I. C. C., 659.
- Chicago & Erie R. R. Co., Wells Bros. v.**, 24 I. C. C., 706.

**Chicago & Grand Trunk Ry. Co., Louis Larrison v.,** 1 I. C. C., 147.

See Larrison v. Chicago & Grand Trunk Ry. Co.

**Chicago & Grand Trunk Ry. Co. v. Michigan Central R. R. Co.,** 1 I. C. C., 147.

**Chicago & Grand Trunk Ry. Co., Michigan Box Co. v.,** 6 I. C. C., 335.

**Chicago & Grand Trunk Ry. Co., Michigan Congress Water Co. v.,** 2 I. C. C., 594.

**Chicago & Grand Trunk Ry. Co., Murphy, Wasey & Co. v.,** 5 I. C. C., 122.

See Murphy, Wasey & Co. v. Wabash R. R. Co.

**Chicago & Grand Trunk Ry. Co., N. Y. Board of Trade & Transportation v.,** 4 I. C. C., 447.

See N. Y. Board of Trade, Etc., v. Penn. R. R. Co.

**Chicago & Grand Trunk Ry. Co., New York Produce Exchange v.,** 7 I. C. C., 612.

See N. Y. Produce Exchange v. B. & O. R. R. Co.

**Chicago & Grand Trunk Ry. Co., Potter Manufacturing Co. v.,** 5 I. C. C., 514.

See Potter Mfg. Co. v. Chicago & Grand Trunk Ry. Co.

**Chicago & Illinois Western R. R. Co., Deeves Lumber Co. v.,** 22 I. C. C., 672.

**Chicago & Milwaukee Elec. R. R. Co. v. Ill. Central R. R. Co.,** 13 I. C. C., 20.

*Followed and distinguished:* Cedar Rapids & Iowa City Ry. Co. v. C. & N. W. Ry. Co., 13 I. C. C., 250, 252.

Distinction made between the transportation requirements of mere loading points serving one or more farms, and the more extensive requirements of small centers where general merchandising is done and the products of the country-side are concentrated for shipment, and coal, lumber, and other commodities are brought in to supply local needs.

*Cited:* Cardiff Coal Co. v. C., M. & St. P. Ry. Co. et al., 13 I. C. C., 466.

*Cited:* California Sugar Co. v. S. P., L. A. & S. L. R. R. Co., 19 I. C. C., 10.

*Followed:* C. & C. Traction Co. v. B. & O. S. W. R. R. Co., 20 I. C. C., 491.

The power of Commission to require establishment of through routes and joint rates is not unlimited, and when a reasonable and satisfactory through route already exists the Commission's power does not extend to requiring the establishment of other through routes.

*Cited:* Crane Iron Works v. P. & C. Ry. Co., 15 I. C. C., 254.

*Cited:* Blakely So. R. R. Co. v. A. C. L. R. R. Co., 26 I. C. C., 349.

*Cited:* Aransas Pass Channel & Dock Co. v. G., H. & S. A. Ry. Co., 27 I. C. C., 412.

The right of a carrier to have through routes and joint rates established with its connections is to be tested by various considerations, including the needs and conveniences of the community which it seeks to serve.

*Quoted:* West End Improvement Club v. O. & C. B. Ry. & B. Co., 17 I. C. C., 243.

*Cited:* Kansas City, Mo., and Kansas City, Kans., v. K. C. V. & T. Co., 24 I. C. C., 25.

*Cited:* Louisville Board of Trade v. I., C. & S. Traction Co., 27 I. C. C., 499.

The Act makes no distinction between railroads operated by steam and those that use electricity. Both are subject to the Act when engaged in interstate commerce, and are entitled to equal consideration in any controversy.

**Chicago & Northwestern Ry. Co., Re,** 6 I. C. C., 293.

**Chicago & North Western Ry. Co. et al., Acme Cement Plaster Co. v.,** 18 I. C. C., 105.

**Chicago & N. W. Ry. Co., American Coal & Supply Co. v. (U. R. A-255),** 27 I. C. C., 729.

**Chicago & Northwestern Ry. Co., American Coal & Supply Co. v.,** 30 I. C. C., 492.

**Chicago & North Western Ry. Co., American Insulated Wire & Cable Co. v.,** 26 I. C. C., 415.

**Chicago & Northwestern Ry. Co. et al., American La France Fire Engine Co. v.,** 16 I. C. C., 608.

**Chicago & N. W. Ry. Co., Anda Produce Co. v. (U. R. A-631),** 30 I. C. C., 727.

**Chicago & North Western Ry. Co., Andrews v.,** 25 I. C. C., 708.

**Chicago & Northwestern Ry. Co. et al., Association of Union Made Garment Manufacturers of America v.**, 16 I. C. C., 405.

**Chicago & N. W. Ry. Co., Baum Coal Co. v.** (U. R. A-334), 28 I. C. C., 732.

**Chicago & North Western Ry. Co., Badenoch Co. v.**, 22 I. C. C., 36.

**Chicago & North Western Ry. Co. et al., Baker Manufacturing Co. v.**, 21 I. C. C., 605.

See Baker Mfg. Co. v. C. & N. W. Ry. Co.

**Chicago & North Western Ry. Co., Beaver & Company v.**, 4 I. C. C., 733.

See Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.

**Chicago & North Western Ry. Co. et al., Bentley, C. S., v.**, 18 I. C. C., 625.

**Chicago & North Western Ry. Co., Block-Pollak Iron Co. v.**, 22 I. C. C., 670.

**Chicago & North Western Ry. Co., Board of Trade of City of Chicago v.**, 4 I. C. C., 158.

See Chicago Board of Trade v. Chic. & Alton R. R. Co.

**Chicago & N. W. Ry. Co., Brackney v.** (U. R. A-343), 28 I. C. C., 733.

**Chicago & N. W. Ry. Co., Brantnober v.** (5735), 27 I. C. C., 706.

**Chicago & North Western Ry. Co., Briggs & Turivas v.**, 21 I. C. C., 719.

**Chicago & N. W. Ry. Co., Bullard v.** (U. R. A-186), 27 I. C. C., 719.

**Chicago & Northwestern Ry. Co., Business Men's Association of the State of Minnesota v.**, 2 I. C. C., 73.

See Business Men's Asso., Etc., v. Chic. & Northwestern Ry. Co.

**Chicago & North Western Ry. Co., Cable Co. v.**, 22 I. C. C., 663.

**Chicago & Northwestern Ry. Co., Cardiff Coal Co. v.**, 13 I. C. C., 471.

**Chicago & North Western Ry. Co., Casparis v.**, 25 I. C. C., 716.

**Chicago & Northwestern Ry. Co., Cattle Raisers' Asso. of Texas v.**, 10 I. C. C., 83.

See Cattle Raisers' Asso. of Tex. v. Chicago, Burlington & Quincy R. R. Co.

**Chicago & Northwestern Ry. Co., Cattle Raisers' Asso. v.,** 11 I. C. C., 277, 296.

See **Cattle Raisers' Asso. v. C., B. & Q. R. R. Co., and Same v. M., K. & T. Ry. Co.**

**Chicago & Northwestern Ry. Co., Cedar Rapids & Iowa City Ry. & Light Co. v.,** 13 I. C. C., 250.

See **Cedar Rapids & Iowa City Ry. & Light Co. v. C. & N. W. Ry. Co.**

**Chicago & North Western Ry. Co. et al., Cedar Rapids Machine & Supply Co. v.,** 18 I. C. C., 615.

**Chicago & North Western Ry. Co. et al., Chadwick & Sykes v.,** 21 I. C. C., 668.

**Chicago & Northwestern Ry. Co., Chamber of Commerce of Minneapolis, Minn., v.,** 5 I. C. C., 571.

See **Chamber of Com. of Minneapolis v. Gt. No. Ry. Co.**

**Chicago & Northwestern Ry. Co., Chamber of Commerce of Milwaukee v.,** 7 I. C. C., 481.

See **Chamber of Commerce of the City of Milwaukee v. Chicago, Milwaukee & St. Paul Ry. Co.**

**Chicago & Northwestern Ry. Co., Chicago Fire Proof Covering Co. v.,** 8 I. C. C., 316.

**Chicago & Northwestern Ry. Co., Chicago Live Stock Ex. v.,** 10 I. C. C., 428.

See **Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.**

**Chicago & North Western Ry. Co., City of Crawford v.,** 25 I. C. C., 259.

**Chicago & Northwestern Ry. Co. et al., Cleary Bros. Co. v.,** 19 I. C. C., 588.

**Chicago & Northwestern Ry. Co., Clinton Sugar Refining Co. v.,** 28 I. C. C., 364.

**Chicago & Northwestern Ry. Co., Coffins Box & Lumber Co. v.,** 25 I. C. C., 249.

**Chicago & Northwestern Ry. Co., Commercial Club of Omaha v.,** 7 I. C. C., 386.

See **Commercial Club of Omaha v. C. & N.-W. Ry. Co.**

**Chicago & Northwestern Ry. Co. et al., Commercial Club of Omaha v.,**  
19 I. C. C., 156.

See Commercial Club of Omaha v. C. & N.-W. Ry. Co.

**Chicago & Northwestern Ry. Co., Connor Lumber & Land Co. v.,** 24 I. C.  
C., 725.

**Chicago & Northwestern Ry. Co., Cudahy Packing Co. v.,** 12 I. C. C., 446.

**Chicago & N.-W. Ry. Co., Currie Co. v. (5761),** 28 I. C. C., 718.

**Chicago & N.-W. Ry. Co., Currie & Co. v. (U. R. A-563),** 30 I. C. C., 719.

**Chicago & Northwestern Ry. Co., Curtis Sash & Door Co. v.,** 25 I. C.  
C., 707.

**Chicago & Northwestern Ry. Co., C. R. Cutter v.,** 11 I. C. C., 689.

**Chicago & Northwestern Ry. Co. et al., Danville Brick Co. v.,** 20 I. C.  
C., 239.

See Danville Brick Co. v. C. & N.-W. Ry. Co.

**Chicago & Northwestern Ry. Co. et al., Deeves, Griffen H., Lumber Co. v.,**  
19 I. C. C., 482.

**Chicago & Northwestern Ry. Co. et al., Dells Paper & Pulp Co. v.,** 20 I.  
C. C., 419.

See Dells Paper & Pulp Co. v. C. & N.-W. Ry. Co.

**Chicago & Northwestern Ry. Co. et al., Dietzgen, Eugene Co. v.,** 21 I. C.  
C., 669.

**Chicago & Northwestern Ry. Co., Dolese Bros Co. v. (6057),** 28 I. C.  
C., 721.

**Chicago & Northwestern Ry. Co., Dubuque Shippers' Asso. v.,** 26 I. C.  
C., 565.

**Chicago & Northwestern Ry. Co., Dupont de Nemours Powder Co. v. (1080),**  
13 I. C. C., 681.

**Chicago & Northwestern Ry. Co., Eau Claire Board of Trade v.,** 5 I. C.  
C., 264.

See Eau Claire Board of Trade v. C., M. & St. P. Ry. Co.

**Chicago & Northwestern Ry. Co., Edgar W. Emerson v.,** 6 I. C. C., 289.

**Chicago & Northwestern Ry. Co. et al., Emery Bird Thayer Dry Goods Co.**  
v., 20 I. C. C., 666.



- Chicago & N.-W. Ry. Co., Erickson Co. v.** (U. R. A-272), 28 I. C. C., 724.
- Chicago & Northwestern Ry. Co., Farmers' Grain & Mercantile Co. v.** (6372), 29 I. C. C., 714.
- Chicago & Northwestern Ry. Co., Ford v.** (980), 12 I. C. C., 586.
- Chicago & Northwestern Ry. Co., Foster Lumber Co. v.,** 26 I. C. C., 722.
- Chicago & Northwestern Ry. Co., Foster Lumber Co. v.** (U. R. A-426), 29 I. C. C., 720.
- Chicago & Northwestern Ry. Co., Fuller & Johnson Manufacturing Co. v.,** 20 I. C. C., 661.
- Chicago & Northwestern Ry. Co. et al., Galvin Grain Co. v.,** 18 I. C. C., 241.
- Chicago & Northwestern Ry. Co., Gamble-Robinson Commission Co. v.,** 26 I. C. C., 724.
- Chicago & Northwestern Ry. Co. et al., Gibson Fruit Co. v.,** 21 I. C. C., 644.
- Chicago & Northwestern Ry. Co., Gilmore & Co. v.,** 25 I. C. C., 4033.
- See *Gilmore & Co. v. C. & N.-W. Ry. Co.*
- Chicago & Northwestern Ry. Co., Gisholt Machine Co. v.** (U. R. A-391), 28 I. C. C., 740.
- Chicago & Northwestern Ry. Co., Gisholt Machine Co. v.** (U. R. A-618), 30 I. C. C., 726.
- Chicago & Northwestern Ry. Co. et al., Goddard, Joseph A. Co. v.,** 17 I. C. C., 627.
- Chicago & Northwestern Ry. Co. et al., Goddard, Joseph A. Co. v.,** 18 I. C. C., 629.
- Chicago & Northwestern Ry. Co. et al., Graham Paper Co. v.,** 20 I. C. C., 656.
- Chicago & Northwestern Ry. Co., Green Bros. Box & Lumber Co. v.,** 29 I. C. C., 473.
- Chicago & Northwestern Ry. Co., Griffing v.,** 25 I. C. C., 134.
- Chicago & Northwestern Ry. Co., A. J. Gustin v.,** 8 I. C. C., 277.
- See *Gustin v. A., T. & S. F. Ry. Co.*
- Chicago & Northwestern Ry. Co., Hafer Lumber Co. v.,** 25 I. C. C., 27.
- See *Hafer Lumber Co. v. C. & N. W. Ry. Co.*

- Chicago & Northwestern Ry. Co., Hager, R. B., v. (1563), 15 I. C. C., 638.**
- Chicago & N. W. Ry. Co., Hale-Mylrea Lumber Co. v. (6478), 29 I. C. C., 715.**
- Chicago & Northwestern Ry. Co., Hammerschmidt & Franzen Co. v., 30 I. C. C., 71.**
- See Hammerschmidt & Franzer Co. v. C. & N. W. Ry. Co.
- Chicago & North Western Ry. Co., Hartman Furniture & Carpet Co. v., 24 I. C. C., 726.**
- Chicago & N. W. Ry. Co., Hartwell Co. v. (5252), 27 I. C. C., 704.**
- Chicago & North Western Ry. Co., Harvey & Co. v., 22 I. C. C., 670.**
- Chicago & Northwestern Ry. Co. et al., Haven, C. B. & Co. v., 20 I. C. C., 156**
- Chicago & N. W. Ry. Co., Hecker Cereal Co. of Milwaukee v. (U. R. A-593), 30 I. C. C., 722.**
- Chicago & Northwestern Ry. Co., Hewitt & Connor v., 16 I. C. C., 431.**
- Chicago & N. W. Ry. Co., Hoerr v. (U. R. A-177), 27 I. C. C., 717.**
- Chicago & Northwestern Ry. Co., Hollis Stedman & Sons v., 13 I. C. C., 167.**
- Chicago & N. W. Ry. Co., Huiskamp Bros. Co. v. (U. R. A-278), 28 I. C. C., 725.**
- Chicago & North Western Ry. Co. et al., Interstate Grain Co. v., 22 I. C. C., 34.**
- Chicago & North Western Ry. Co. et al., Janesville Barb Wire Co. v., 22 I. C. C., 672.**
- Chicago & Northwestern Ry. Co., Janesville Clothing Co. v., 26 I. C. C., 628.**
- See Janesville Clothing Co. v. C. & N. W. Ry. Co.
- Chicago & N. W. Ry. Co., Jetter Brewing Co. v. (U. R. A-308), 28 I. C. C., 728.**
- Chicago & North Western Ry. Co. et al., Jobbins, William F., Inc., v. 17 I. C. C., 297.**
- See Jobbins, Inc., v. C. & N. W. Ry. Co.
- Chicago & Northwestern Ry. Co., Charles H. Johnson v., 9 I. C. C., 221.**
- Chicago & Northwestern Ry. Co., J. W. Jones Lumber Co. v., 15 I. C. C., 427.**
- Chicago & North Western Ry. Co., Kellog Switchboard & Supply Co. v., 22 I. C. C., 669.**

**Chicago & Northwestern Ry. Co., George J. Kindel v.,** 11 I. C. C., 495.

See Kindel v. B. & A. R. R. Co.

**Chicago & Northwestern Ry. Co., Kinsella Grain Co. v. (737) (932),** 12 I. C. C., 581, 585.

**Chicago & Northwestern Ry. Co., Kirkpatric, Administrator, Norton, deceased, v.,** 25 I. C. C. 712.

**Chicago & North Western Ry. Co., Lagomarcino-Grupe Co. v.,** 24 I. C. C., 710.

**Chicago & Northwestern Ry. Co. et al, Lamb. J. I. Co. v.,** 18 I. C. C., 619.

**Chicago & North Western Ry. Co., Lamb, McGregor & Co. v.,** 22 I. C. C., 346.

See Lamb, McGregor & Co. v. C. & N. W. Ry. Co.

**Chicago & Northwestern Ry. Co., La Salle & Bu. County R. R. Co. v.,** 13 I. C. C., 610.

**Chicago & Northwestern Ry. Co., La Crosse Mnfrs.' & Jobbers' Union v.,** 1 I. C. C., 629.

See La Crosse Mnfrs.' & Jobbers' Union v. Chicago, Mil. & St. Paul Ry.

**Chicago & North Western Ry. Co. et al, Larowe Milling Co. v.,** 17 I. C. C., 443, 548.

See Larowe Milling Co. v. C. & N. W. Ry. Co.

**Chicago & Northwestern Ry. Co., Larsen Canning Co. v.,** 13 I. C. C., 286.

See Larsen Canning Co. v. C. & N. W. Ry. Co.

**Chicago & Northwestern Ry. Co., Lead Commercial Club v.,** 12 I. C. C., 460.

**Chicago & North Western Ry. Co., Lindasay Bros. v.,** 26 I. C. C., 329.

**Chicago & North Western Ry. Co. et al, Lininger Implement Co. v.,** 21 I. C. C., 677.

**Chicago & Northwestern Ry. Co. et al, Link-Belt Co. v.,** 16 I. C. C., 566.

**Chicago & Northwestern Ry. Co., T. M. C. Logan v.,** 2 I. C. C., 604.

See Logan v. Chic. & Northwestern Ry. Co.

**Chicago & Northwestern Ry. Co. v. Lombard Brick & Tile Co.**, 30 I. C. C., 84.

**Chicago & N. W. Ry. Co., Ludowici-Celadon Co. v.** (U. R. A-144), 27 I. C. C., 713.

**Chicago & Northwestern Ry. Co., MacGillis & Gibbs Co. v.**, 19 I. C. C., 617.

**Chicago & Northwestern Ry. Co., William H. Macloon v.**, 5 I. C. C., 84.

See Macloon v. Chicago & Northwestern Ry. Co.

**Chicago & North Western Ry. Co. et al., Mahaffey Co. v.**, 20 I. C. C., 655.

**Chicago & N. W. Ry. Co., Mahaffey Co. v.** (U. R. A-631), 30 I. C. C., 727.

**Chicago & Northwestern Ry. Co., Marshall Oil Co. v.**, 14 I. C. C., 210.

See Marshall Oil Co. v. C. & N. W. Ry. Co.

**Chicago & North Western Ry. Co., Marshall Oil Co. v.**, 26 I. C. C., 575.

See Marshall Oil Co. v. C. & N. W. Ry. Co.

**Chicago & N. W. Ry. Co., Matthiessen & Hegeler Zinc Co. v.** (U. R. A-273), 28 I. C. C., 724.

**Chicago & North Western Ry. Co. et al., Medberry Findeisen Co. v.**, 19 I. C. C., 616.

**Chicago & North Western Ry. Co. et al., Menasha Woodenware Co. v.**, 17 I. C. C., 626.

**Chicago & North Western Ry. Co. et al., Menasha Woodenware Co. v.**, 21 I. C. C., 685.

**Chicago & North Western Ry. Co., Menasha Woodenware Co.**, 24 I. C. C., 716.

**Chicago & Northwestern Ry. Co., Merriam & Holmquist Co. v.** (1270), 13 I. C. C., 682.

**Chicago & N. W. Ry. Co., Miller & Co. v.** (U. R. A-133), 27 I. C. C., 711.

**Chicago & N. W. Ry. Co., Miller & Co. v.** (U. R. A-137), 27 I. C. C., 712.

**Chicago & North Western Ry. Co., Milwaukee & Western Fuel Co. v.**, 25 I. C. C., 715.

**Chicago & North Western Ry. Co., Milwaukee & Western Fuel Co. v.**, 26 I. C. C., 723.

**Chicago & North Western Ry. Co. et al., Milwaukee-Waukesha Brewing Co. v.**, 20 I. C. C., 664.

**Chicago & Northwestern Ry. Co. et al., Milwaukee-Waukesha Brewing Co. v.,** 21 I. C. C., 472.

**Chicago & Northwestern Ry. Co., Minneapolis Cereal Co. v.,** 28 I. C. C., 415.

**Chicago & Northwestern Ry. Co., Minneapolis Traffic Asso. v.,** 23 I. C. C., 432.

See **Minneapolis Traffic Asso. v. C. & N. W. Ry. Co.**

**Chicago & North Western Ry. Co., Minneapolis Traffic Asso. v.,** 24 I. C. C., 705.

**Chicago & N. W. Ry. Co., Murphey Co. v. (U. R. A-631),** 30 I. C. C., 727.

**Chicago & N. W. Ry. Co., National Brake & Electric Co. v. (U. R. A-171),** 27 I. C. C., 717.

**Chicago & North Western Ry. Co. et al., National Pole Co. v.,** 21 I. C. C., 683.

**Chicago & North Western Ry. Co., National Syrup Co. v.,** 28 I. C. C., 673.

**Chicago & N. W. Ry. Co., Northern Wood Co. v. (5750),** 28 I. C. C., 717.

**Chicago & Northwestern Ry. Co., Nye Schneider Fowler Co. v. (1483),** 14 I. C. C., 637.

**Chicago & North Western Ry. Co. et al., O'Brien Commercial Co. v.,** 20 I. C. C., 68.

**Chicago & North Western Ry. Co. et al., Omaha Grain Exchange v.,** 19 I. C. C., 424.

**Chicago & Northwestern Ry. Co., Oshkosh Logging Tool Co. v.,** 14 I. C. C., 109.

See **Oshkosh Logging Tool Co. v. C. & N. W. Ry. Co.**

**Chicago & Northwestern Ry. Co., Oshkosh Logging Tool Co. v.,** 14 I. C. C., 114.

**Chicago & North Western Ry. Co. et al., Oshkosh Traffic Asso. v.,** 21 I. C. C., 385.

**Chicago & Northwestern Ry. Co., Pacific Purchasing Co. v.,** 12 I. C. C., 549.

See **Pacific Purchasing Co. v. C. & N. W. Ry. Co.**

**Chicago & North Western Ry. Co., Paine Lumber Co. v.,** 24 I. C. C., 712.

**Chicago & North Western Ry. Co., Phoenix Furniture Co. v.,** 24 I. C. C., 703.

- Chicago & North Western Ry. Co. et al, Plate, R. E., v., 21 I. C. C., 677.
- Chicago & Northwestern Ry. Co., Platten Produce Co. v. (1517) (1519), 14 I. C. C., 638.
- Chicago & North Western Ry. Co., Platten Produce Co. v., 25 I. C. C., 30.
- Chicago & N. W. Ry. Co., Ploughe v. (U. R. A-155), 27 I. C. C., 714.
- Chicago & North Western Ry. Co., Railroad Commission of Wisconsin v., 16 I. C. C., 85.
- Chicago & North Western Ry. Co. Reconsignment Rules, 29 I. C. C., 620.
- Chicago & Northwestern Ry. Co., William P. Rend v., 2 I. C. C., 540.
- Chicago & North Western Ry. Co., Roper Lumber-Cedar Co. v., 16 I. C. C., 382, 397, 605.
- See Roper Lumber-Cedar Co. v. C. & N. W. Ry. Co.
- Chicago & North Western Ry. Co. et al, Roper Lumber-Cedar Co. v., 17 I. C. C., 606.
- Chicago & North Western Ry. Co. et al, Rosenblatt, H. & Sons v., 18 I. C. C., 261.
- See Rosenblatt & Sons v. C. & N. W. Ry. Co.
- Chicago & North Western Ry. Co. et al, Rosenblatt, H. & Sons v., 20 I. C. C., 447.
- Chicago & North Western Ry. Co., Rotsted, Wm. Co. v., 18 I. C. C., 257.
- Chicago & North Western Ry. Co., San Francisco News Co. v., 24 I. C. C., 709.
- Chicago & North Western Ry. Co. et al, Schlitz, Joseph Brewing Co. v., 21 I. C. C., 676.
- Chicago & Northwestern Ry. Co., W. Scheidel & Co. v., 11 I. C. C., 532.
- Chicago North Western Ry. Co. et al, Schoenhofen, Peter Brewing Co. v., 21 I. C. C., 666.
- Chicago & North Western Ry. Co. et al, Schuster Brewing Co. v., 16 I. C. C., 606.
- Chicago & North Western Ry. Co., Shindler, D. D., v., 20 I. C. C., 653.
- Chicago & North Western Ry. Co., Smith, B. E., v., 16 I. C. C., 335.
- Chicago & North Western Ry. Co., Sioux City Commercial Club v., 22 I. C. C., 110.

- Chicago & N. W. Ry. Co., Smalley Mfg. Co. v.** (5658), 28 I. C. C., 716.
- Chicago & N. W. Ry. Co., Smith Mfg. Co. v.** (U. R. A-318), 28 I. C. C., 730.
- Chicago & N. W. Ry. Co., Standard Grain & Milling Co. v.** (U. R. A-454), 29 I. C. C., 724.
- Chicago & N. W. Ry. Co., Starks Co. v.** (U. R. A-631), 30 I. C. C., 727.
- Chicago & North Western Ry. Co., Sunderland Bros. Co. v.,** 16 I. C. C., 212, 433.
- See **Sunderland Bros. Co. v. C. & N. W. Ry. Co.**
- Chicago & North Western Ry. Co. et al., Sunderland Bros. Co. v.,** 18 I. C. C., 621.
- Chicago & North Western Ry. Co. et al., Sunderland Bros. Co. v.,** 21 I. C. C., 681.
- Chicago & N. W. Ry. Co., Texas Co. v.** (6132), 30 I. C. C., 713.
- Chicago & North Western Ry. Co. et al., Thomas, A. L., v.,** 16 I. C. C., 610.
- Chicago & Northwestern Ry. Co. et al., Torrey Bros. Co. v.,** 21 I. C. C., 678.
- Chicago & N. W. Ry. Co., Torrey Cedar Co. v.** (U. R. A-588), 30 I. C. C., 722.
- Chicago & North Western Ry. Co. et al., Traffic Bureau of the Sioux City Commercial Club v.,** 21 I. C. C., 664.
- Chicago & N. W. Ry. Co., Traffic Bureau of the Sioux City Commercial Club v.** (3881), 29 I. C. C., 709.
- Chicago & North Western Ry. Co., Tuthill Spring Co. v.,** 22 I. C. C., 666.
- Chicago & North Western Ry. Co., Underwood Veneer Co. v.,** 22 I. C. C., 660.
- Chicago & North Western Ry. Co., Union Portland Cement Co. v.,** 26 I. C. C., 723.
- Chicago & Northwestern Ry. Co., United Refrigerator & Ice Machine Co. v.,** 28 I. C. C., 439.
- Chicago & North Western Ry. Co. et al., Wallace, H. C., Assignee, v.,** 18 I. C. C., 608.
- Chicago & North Western Ry. Co. et al., Warnock, William Co. v.,** 21 I. C. C., 546.
- See **Warnock Co. v. C. & N. W. Ry. Co.**
- Chicago & Northwestern Ry. Co., Wausau Advancement Asso. v.,** 28 I. C. C., 459.

**Chicago & North Western Ry. Co. et al, Webster Grocer Co. v.,** 19 I. C. C., 493.

See Webster Grocer Co. v. C. & N. W. Ry. Co.

**Chicago & North Western Ry. Co., Webster Grocer Co. v.,** 21 I. C. C., 20.

**Chicago & North Western Ry. Co., Wheeler Lumber & Bridge & Supply Co. v.,** 26 I. C. C., 720.

**Chicago & Northwestern Ry. Co., Whitcomb v.,** 15 I. C. C., 27.

See Whitcomb v. C. & N. W. Ry. Co.

**Chicago & N. W. Ry. Co., Whiteker Bros. v. (U. R. A-723),** 27 I. C. C., 723.

**Chicago & Northwestern Ry. Co., Wiemer & Rich v.,** 12 I. C. C., 462.

See Wiemer & Rich v. C. & N. W. Ry. Co.

**Chicago & N. W. Ry. Co., Wright v. (U. R. A-451),** 29 I. C. C., 723.

**Chicago & North Western Ry. Co., Yuba Construction Co. v.,** 26 I. C. C., 724.

**Chicago & Riverdale Lumber Co. v. Chicago & Erie R. R. Co. et al,** 20 I. C. C., 670.

**Chicago Association of Commerce v. Pennsylvania Company et al,** 18 I. C. C., 440.

**Chicago Board of Trade v. Atlantic City R. R. Co. et al,** 20 I. C. C., 504.

**Chicago Board of Trade v. Atchison, Topeka & Santa Fe Ry. Co. et al,** 19 I. C. C., 608.

**Chicago Atlantic Ry. Co., N. Y. Board of Trade & Transportation v.,** 4 I. C. C., 447.

See N. Y. Board of Trade, etc., v. Penn. R. R. Co.

**Chicago Board of Trade v. Atchison, T. & S. F. Ry. Co.,** 29 I. C. C., 438.

**Chicago, Board of Trade of City of, v. Chicago & Alton R. R. Co.,** 4 I. C. C., 158.

*Distinguished:* Potter Mfg. Co. v. C. & G. T. Ry. Co., 5 I. C. C., 520.

Western packers wanted same rate on hog product as was made on live hogs to place them on equal footing with other distant seaboard packers, here the rate sought on the finished product is lower than that on the raw material.

*Cited and quoted:* Chic. Live Stock Ex. v. C. G. W. R. Co., 10 I. C. C., 430, 452.



"A business like that, involving the preparation for and consumption of such a large and leading staple and necessary of life as meat, with all the competition that exists for it, is too large to be done in a corner."

*Cited:* Sinclair & Co. v. C., M. & St. P. Ry. Co., 21 I. C. C., 505.

Nothing incident to slaughtering of hogs near place grown found that justifies a discrimination in rate on live hogs against a more distant slaughter town.

**Chicago Board of Trade v. C. & A. R. Co.**, 27 I. C. C., 530.

See Board of Trade of Chicago v. Chicago & Alton Ry. Co.

**Chicago Board of Trade v. I. C. R. Co.**, 26 I. C. C., 545.

**Chicago, Burlington & Northern R. R. Co., A. J. Gustin v.**, 8 I. C. C., 277.

See Gustin v. A., T. & S. F. Ry. Co.

**Chicago, Burlington & Northern R. R. Co., La Crosse Mnfrs.' & Jobbers' Union v.**, 1 I. C. C., 629.

See La Crosse Mnfrs.' & Jobbers' Union v. Chicago, Minn. & St. Paul Ry. Co.

**Chicago, Burlington & Quincy Ry. Co., Albany Produce Co. v.**, 12 I. C. C., 434.

**Chicago, B. & Q. R. R. Co., Alfalfa Meal Co. v. (U. R. A-127)**, 27 I. C. C., 710.

**Chicago, Burlington & Quincy R. R. Co. et al., Algert, C. H. Co. v.**, 21 I. C. C., 672.

**Chicago, Burlington & Quincy R. R. Co. et al., Allender v.**, 16 I. C. C., 103.

**Chicago, B. & Q. R. R. Co., American Furniture Co. v. (5847)**, 29 I. C. C., 712.

**Chicago, B. & Q. R. R. Co., Baum Iron Co. v. (U. R. A-274)**, 28 I. C. C., 724.

**Chicago, Burlington & Quincy R. R. Co., Beaver & Co. v.**, 4 I. C. C., 733.

See Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.

**Chicago, Burlington & Quincy R. R. Co., Billings Chamber of Commerce v.**, 19 I. C. C., 71.

**Chicago, Burlington & Quincy R. R. Co., Board of R. R. Commissioners of Montana v.**, 25 I. C. C., 371.

**Chicago, Burlington & Quincy R. R. Co., Board of R. R. Com'rs of Montana v. (U. R. A-670)**, 30 I. C. C., 733.

**Chicago, Burlington & Quincy R. R. Co., Board of Trade of City of Chicago v.**, 4 I. C. C., 158.

See *Chicago Board of Trade v. Chicago & Alton R. R. Co.*

**Chicago, Burlington & Quincy Ry. Co., Board of Trade of Kansas City, Mo., v.**, 12 I. C. C., 173.

**Chicago, Burlington & Quincy R. R. Co., Boldt Co. v.**, 27 I. C. C., 11.

See *Boldt, Charles Co. v. C., R. I. & P. Ry. Co.*

**Chicago, Burlington & Quincy R. R. Co. et al., Bott Bros. Mfg. Co. v.**, 19 I. C. C., 136.

**Chicago, Burlington & Quincy R. R. Co., Broderick & Bascom Rope Co. v.**, 24 I. C. C., 709.

**Chicago, Burlington & Quincy R. R. Co. et al., Brown Bros. Manufacturing Co. v.**, 21 I. C. C., 513.

See *Brown Bros. Mfg. Co. v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co., Burton Stock Car Co. v.**, 1 I. C. C., 132.

See *Burton Stock Car Co. v. Chicago, Burlington & Quincy R. R. Co.*

**Chicago, B. & Q. R. R. Co., Carpenter v.** (U. R. A-520), 29 I. C. C., 733.

**Chicago, Burlington & Quincy R. R. Co., Cattle Raisers' Assn. of Texas v.**, 10 I. C. C., 83.

See *Cattle Raisers' Assn. of Texas v. Chicago, Burlington & Quincy R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co., Cattle Raisers' Assn. v.**, 11 I. C. C., 277, 296.

See *Cattle Raisers' Assn. v. C., B. & Q. R. R. Co. and Cattle Raisers' Assn. v. M., K. & T. Ry. Co.*

**Chicago, Burlington & Quincy R. R. Co., Cattle Raisers' Assn. of Texas v.**, 12 I. C. C., 6, 507.

See *Cattle Raisers' Assn. of Tex. v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co., Centerville Block Coal Co. v.** (1391), 14 I. C. C., 636.

**Chicago, Burlington & Quincy R. R. Co., Champion Feed Milling Co. v.**, 26 I. C. C., 707.

**Chicago, Burlington & Quincy R. R. Co., Chicago Live Stock Ex. v.,** 10 I. C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

**Chicago, Burlington & Quincy R. R. Co., Chicago, Wilmington & Vermillion Coal Co. v.,** 23 I. C. C., 13.

See *Chicago, Wilmington & Vermillion Coal Co. v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co., Clinton Bridge & Iron Works v.,** 20 I. C. C., 416.

**Chicago, Burlington & Quincy R. R. Co., Clinton Sugar Refining Co. v.,** 22 I. C. C., 661.

**Chicago, Burlington & Quincy R. R. Co. et al., Colorado Bedding Co. v.,** 18 I. C. C., 401.

**Chicago, Burlington & Quincy R. R. Co., Colorado Machinery & Supply Co. v.,** 24 I. C. C., 716.

**Chicago, B. & Q. R. R. Co., Colorado Portland Cement Co. v.,** (U. R. A-337), 28 I. C. C., 732.

**Chicago, B. & Q. R. R. Co., Commercial Chemical Co. v.** (U. R. A-149), 27 I. C. C., 713.

**Chicago, Burlington & Quincy R. R. Co., Commercial Club of Omaha v.,** 6 I. C. C., 647.

See *Commercial Club of Omaha v. Chicago, Rock Island & Pacific Ry. Co.*

**Chicago, Burlington & Quincy R. R. Co., Comm. Club of Omaha v.,** 7 I. C. C., 386.

See *Commercial Club of Omaha v. C. & N. W. Ry. Co.*

**Chicago, Burlington & Quincy R. R. Co., Cooper, A. A. Son v.,** 15 I. C. C., 324.

**Chicago, Burlington & Quincy R. R. Co., Corn Belt Meat Producers' Asso. v.,** 14 I. C. C., 376.

See *Corn Belt Meat Producers' Asso. v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co. et al., Corn Belt Meat Producers' Association v.,** 17 I. C. C., 533.

See *Corn Belt Meat Producers' Asso. v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy Ry. Co., D. & K. Fertilizer Co. v.** (864), 12 I. C. C., 583.

**Chicago, Burlington & Quincy R. R. Co. et al., Davenport Pearl Button Co. v.,** 17 I. C. C., 193.

**Chicago, B. & Q. R. R. Co., Dodds Lumber Co. v.** (U. R. A-294), 28 I. C. C., 727.

**Chicago, Burlington & Quincy R. R. Co., Edwards & Bradford Lumber Co. v.,** 25 I. C. C., 93.

See *Edwards & Bradford Lumber Co. v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co., Euclid, Martin, v.,** 2 I. C. C., 25.

See *Martin v. Chic., Burlington & Quincy R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co., Eau Claire Board of Trade v.,** 5 I. C. C., 264.

See *Eau Claire B'd of Trd. v. C., M. & St. P. Ry. Co.*

**Chicago, Burlington & Quincy R. R. Co., Fairmont Creamery Co. v.,** 22 I. C. C., 252.

See *Fairmont Creamery Co. v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy Ry. Co., Farmers' Business Asso. v.** (1159). 13 I. C. C., 681.

**Chicago, B. & Q. R. R. Co., Faultless Caster Co. v.** (U. R. A-143), 27 I. C. C., 713.

**Chicago, B. & Q. R. R. Co., Flanley Grain Co. v.** (U. R. A-638), 30 I. C. C., 729.

**Chicago, Burlington & Quincy R. R. Co. et al., Frankel Display Fixture Co. v.,** 16 I. C. C., 341.

**Chicago, Burlington & Quincy R. R. Co. et al., Fremont Commercial Club v.,** 21 I. C. C., 74.

**Chicago, Burlington & Quincy R. R. Co., Fullerton Lumber Co. v.,** 26 I. C. C., 724.

**Chicago, Burlington & Quincy R. R. Co. et al., Galesburg Grocery Co. v.,** 21 I. C. C., 674.

**Chicago, B. & Q. R. R. Co., Gallatin Lumber Co. v.** (U. R. A-185), 27 I. C. C., 719.

- Chicago, Burlington & Quincy R. R. Co. et al., Gamble Robinson Commission Co. v.**, 18 I. C. C., 357.
- Chicago, B. & Q. R. R. Co., Gamble Robinson Fruit Co. v.** (U. R. A-322), 28 I. C. C., 730.
- Chicago, B. & Q. R. R. Co., Gilchrist v.** (4455), 30 I. C. C., 711.
- Chicago, Burlington & Quincy R. R. Co., Gleason Mercantile Co. v.**, 23 I. C. C., 710.
- Chicago, Burlington & Quincy R. R. Co. et al., Goodman Manufacturing Co. v.**, 21 I. C. C., 583.
- Chicago, Burlington & Quincy R. R. Co., Graham, G. L. & Co. v.**, 20 I. C. C., 670.
- Chicago, Burlington & Quincy R. R. Co. et al., Grinnell, Collins & Co. v.**, 18 I. C. C., 620.
- Chicago, Burlington & Quincy R. R. Co., Gund, H. & Co. v.**, 18 I. C. C., 361.  
See Gund, H. & Co. v. C., B. & Q. R. R. Co.
- Chicago, Burlington & Quincy R. R. Co., Gund & Co. v.**, 25 I. C. C., 326.  
See Gund & Co. v. C., B. & Q. R. R. Co.
- Chicago, Burlington & Quincy R. R. Co. et al., Gund, John Brewing Co. v.**, 20 I. C. C., 654.
- Chicago, Burlington & Quincy R. R. Co., Haley & Lang Co. v.**, 25 I. C. C., 707.
- Chicago, B. & Q. R. R. Co., Hammond Bros. v.** (U. R. A-502), 29 I. C. C., 730.
- Chicago, Burlington & Quincy R. R. Co. et al., Havens, C. B. & Co. v.**, 17 I. C. C., 608.
- Chicago, Burlington & Quincy R. R. Co., Hayes-Eames Elevator Co. v.** (1303), 14 I. C. C., 636.
- Chicago, B. & Q. R. R. Co., Heileman Brewing Co. v.** (U. R. A-233), 27 I. C. C., 725.
- Chicago, Burlington & Quincy R. R. Co., Hicks-Fuller-Pierson Co. v.**, 28 I. C. C., 205.
- Chicago, B. & Q. R. R. Co., Higgins & McGrath v.** (U. R. A-184), 27 I. C. C., 718.
- Chicago, Burlington & Quincy R. R. Co. et al., Humboldt Brick Manufacturing Co. v.**, 21 I. C. C., 676.

Chicago, Burlington & Quincy R. R. Co., Hysham, Chas. J., v., 18 I. C. C., 608.

Chicago, Burlington & Quincy R. R. Co., Hysham & McPherson v., 19 I. C. C., 601.

Chicago, Burlington & Quincy R. R. Co., Idelman Bros. Co. v., 24 I. C. C., 711.

Chicago, Burlington & Quincy R. R. Co. et al., Imperial Candy Co. v., 21 I. C. C., 677.

Chicago, Burlington & Quincy R. R. Co. et al., Iowa Soap Co. v., 16 I. C. C., 444.

Chicago, B. & Q. R. R. Co., Jetter Brewing Co. v. (U. R. A-308), 28 I. C. C., 728.

Chicago, Burlington & Quincy R. R. Co., Charles H. Johnson v., 9 I. C. C., 221.

Chicago, Burlington & Quincy R. R. Co. et al., Jordan, W. A. Co. v., 19 I. C. C., 611.

Chicago, B. & Q. R. R. Co., Kansas City Breweries Co. v. (U. R. A-214), 27 I. C. C., 723.

Chicago, Burlington & Quincy R. R. Co., Kendrick, J. B., v., 18 I. C. C., 608.

Chicago, Burlington & Quincy R. R. Co., Kendrick & Burrows v., 18 I. C. C., 608.

Chicago, Burlington & Quincy R. R. Co., Keogh v., 24 I. C. C., 606.

Chicago, Burlington & Quincy Ry. Co., George J. Kindel v., 11 I. C. C., 495, 514.

See Kindel v. B. & A. R. R. Co.

Chicago, Burlington & Quincy R. R. Co., Kiteley-Jonson-St. Claire Hardware Co. v., 24 I. C. C., 711.

Chicago, Burlington & Quincy R. R. Co., Koehler, C. Co. v., 19 I. C. C., 606.

Chicago, Burlington & Quincy R. R. Co. et al., Lagomarcino-Grupe Co. v., 19 I. C. C., 617.

Chicago, Burlington & Quincy R. R. Co., Lagomarcino-Grupe Co. v., 26 I. C. C., 720.

Chicago, B. & Q. R. R. Co., Lagomarcino-Grupe Co. v. (U. R. A-275), 28 I. C. C., 724.

- Chicago, Burlington & Quincy R. R. Co., Laning-Harris Coal & Grain Co. v.,**  
18 I. C. C., 11.
- Chicago, Burlington & Quincy R. R. Co., Lewis v.,** 25 I. C. C., 97.
- Chicago, B. & Q. R. R. Co., Lewis Mfg. Co. v.** (5382), 27 I. C. C., 705.
- Chicago, Burlington & Quincy R. R. Co. et al., Lincoln Commercial Club v.,**  
20 I. C. C., 657.
- Chicago, Burlington & Quincy R. R. Co. et al., Louisiana Central Lumber  
Co. v.,** 19 I. C. C., 333.
- Chicago, B. & Q. R. R. Co., Lysle Milling Co. v.** (U. R. A-265), 28 I. C.  
C., 723.
- Chicago, Burlington & Quincy R. R. Co., Mahaffey Co. v.,** 25 I. C. C., 716.
- Chicago, Burlington & Quincy Ry. Co., Marshall Oil Co. v.** (844), 12 I. C.  
C., 582.
- Chicago, Burlington & Quincy R. R. Co., McCormick v.,** 14 I. C. C., 611.
- Chicago, Burlington & Quincy R. R. Co., McPherson, Thos. B., v.,** 18 I. C.  
C., 608.
- Chicago, Burlington & Quincy R. R. Co. et al., Mead Auto Cycle Co. v.,** 21  
I. C. C., 685.
- Chicago, B. & Q. R. R. Co., Meanea v.** (U. R. A-243), 27 I. C. C., 727.
- Chicago, Burlington & Quincy R. R. Co., Meek Lumber Co. v.,** 24 I. C.  
C., 711.
- Chicago, Burlington & Quincy Ry. Co., Menasha Wooden Ware Co. v.,** 11  
I. C. C., 666.
- Chicago, Burlington & Quincy R. R. Co. et al., Merrell, P. B. Co. v.,** 17 I. C.  
C., 615.
- Chicago, Burlington & Quincy R. R. Co., Minneapolis Bedding Co. v.,** 20 I.  
C. C., 668.
- Chicago, Burlington & Quincy R. R. Co., Minneapolis Traffic Asso. v.,** 22 I.  
C. C., 259.
- Chicago, Burlington & Quincy R. R. Co. et al., Montague, W. W. & Co. v.,**  
17 I. C. C., 72.
- See *Montague v. A., T. & S. F. Ry. Co.*
- Chicago, Burlington & Quincy R. R. Co. et al., Morrel, John & Co. v.,** 20 I.  
C. C., 400.

**Chicago, Burlington & Quincy R. R. Co., Murphy, Wasey & Company v.,** 5 I. C. C., 122.

See *Murphy, Wasey & Co. v. Wabash R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co. et al, National Petroleum Association v.,** 17 I. C. C., 616.

**Chicago, Burlington & Quincy R. R. Co., Nebraska Material Co. v.,** 20 I. C. C., 89.

See *Nebraska Material Co. v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co., Nebr. R. Com. v.,** 23 I. C. C., 121.

See *Nebraska Ry. Com. v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co. et al, Newton Gum Co. v.,** 16 I. C. C., 341.

See *Newton Gum Co. v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co., Olive & Meyers Mfg. Co. v.,** 26 I. C. C., 724.

**Chicago, Burlington & Quincy R. R. Co. et al, Omaha Cooperage Co. v.,** 21 I. C. C., 668.

**Chicago, Burlington & Quincy R. R. Co., Omaha Grain Exchange v.,** 26 I. C. C., 553.

See *Omaha Grain Exchange v. C., B. & Q. R. R. Co.*

**Chicago, B. & Q. R. R. Co., Omaha Grain Exchange v. (6626),** 30 I. C. C., 715.

**Chicago, Burlington & Quincy R. R. Co. et al, Ottumwa Commercial Association v.,** 17 I. C. C., 413.

See *Ottumwa Commercial Asso. v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co. et al, Pabst Brewing Co. v.,** 18 I. C. C., 627.

**Chicago, Burlington & Quincy R. R. Co. et al, Paxton & Vierling Iron Works v.,** 16 I. C. C., 604.

**Chicago, Burlington & Quincy R. R. Co., Pease Grain & Seed Co. v.,** 26 I. C. C., 715.

**Chicago, Burlington & Quincy R. R. Co., Penrod Walnut & Veneer Co. v. (1746),** 15 I. C. C., 326, 638.

See *Penrod Walnut & Veneer Co. v. C., B. & Q. R. R. Co.*



**Chicago, Burlington & Quincy R. R. Co., Pillsbury Flour Mills Co. v.**, 25 I. C. C., 710.

**Chicago, B. & Q. R. R. Co., Peters Mill Co. v.** (U. R. A-332), 28 I. C. C., 732.

**Chicago, Burlington & Quincy R. R. Co. et al., Pleasant Hill Lumber Co. v.**, 16 I. C. C., 335.

**Chicago, B. & Q. R. R. Co., Ploughe v.** (U. R. A-101), 27 I. C. C., 707.

**Chicago, Burlington & Quincy Ry. Co., Poor Grain Co. v.**, 12 I. C. C., 418, 469.

See Poor Grain Co. v. C., B. & Q. Ry. Co.

**Chicago, Burlington & Quincy R. R. Co., Rentz Brothers, Inc., v.**, 15 I. C. C., 7.

**Chicago, B. & Q. R. R. Co., Richards v.** (U. R. A-565), 30 I. C. C., 719.

**Chicago, Burlington & Quincy R. R. Co., Rightsell v.**, 24 I. C. C., 714.

**Chicago, Burlington & Quincy R. R. Co., St. Louis Hay & Grain Co. v.**, 11 I. C. C., 82.

See St. Louis Hay & Grain Co. v. C., B. & Q. R. R. Co.

**Chicago, Burlington & Quincy Ry. Co., Shelby County Washed Coal Co. v.**, 23 I. C. C., 714.

**Chicago, Burlington & Quincy R. R. Co., Sheridan Chamber of Commerce v.**, 26 I. C. C., 638.

See Sheridan Chamber of Commerce v. C., B. & Q. R. R. Co.

**Chicago, Burlington & Quincy R. R. Co., Sheridan Chamber of Commerce v.**, 28 I. C. C., 250.

**Chicago, B. & Q. R. R. Co., Skinner v.** (U. R. A-128), 27 I. C. C., 711.

**Chicago, Burlington & Quincy R. R. Co., Smith, B. E., v.**, 16 I. C. C., 335.

**Chicago, Burlington & Quincy R. R. Co., Smith & Co. v.**, 28 I. C. C., 205.

**Chicago, Burlington & Quincy R. R. Co. et al., Snyder-Malone-Donahue Co. v.**, 18 I. C. C., 498.

**Chicago, Burlington & Quincy R. R. Co., Southwestern Millers League v.**, 26 I. C. C., 245.

See Southwestern Millers League v. St. L. & S. F. R. R. Co.

**Chicago, Burlington & Quincy R. R. Co., Stacy, E. P. & Sons v.**, 20 I. C. C., 670.

**Chicago, Burlington & Quincy R. R. Co., Standard Vitrified Brick Co. v.**,  
25 I. C. C., 669.

See *Standard Vitrified Brick Co. v. C., B. & Q. R. R. Co.*

**Chicago, B. & Q. R. R. Co., Stevens, Fryberger & Co. v.** (U. R. A-237), 27  
I. C. C., 726.

**Chicago, Burlington & Quincy R. R. Co. et al., Stone-Ordean-Wells Co. v.**,  
16 I. C. C., 30.

**Chicago, Burlington & Quincy R. R. Co. et al., Sunderland Bros. Co. v.**,  
18 I. C. C., 512.

**Chicago, Burlington & Quincy R. R. Co., Sunderland Bros. Co. v.**, 18 I. C.  
C., 623.

**Chicago, Burlington & Quincy R. R. Co. et al., Sunderland Bros. Co. v.**,  
21 I. C. C., 632.

See *Sunderland Bros. Co. v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co., Swanson, Fred S., v.**, 20 I. C.  
C., 671.

**Chicago, Burlington & Quincy R. R. Co., Swift & Co. v.**, 22 I. C. C., 669.

**Chicago, B. & Q. R. R. Co., Taylor v.** (U. R. A-300), 28 I. C. C., 727.

**Chicago, B. & Q. R. R. Co., Thompson Mercantile Co. v.** (U. R. A-385), 28  
I. C. C., 738.

**Chicago, Burlington & Quincy R. R. Co. et al., Thorp, G. L. Co. v.**, 21 I. C.  
C., 684.

**Chicago, B. & Q. R. R. Co., Tiedeman Elevator Co. v.** (5521), 30 I. C. C., 712.

**Chicago, Burlington & Quincy R. R., Traer v.**, 14 I. C. C., 165.

**Chicago, Burlington & Quincy R. R., Traffic Bureau, Merchants' Ex. of St.  
Louis v.**, 14 I. C. C., 317, 510, 551.

See *Traffic Bureau, etc., of St. Louis v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co., Traffic Bureau, Merchants Trans-  
fer of St. Louis v.**, 22 I. C. C., 496.

See *Traffic Bureau, etc., of St. Louis v. C., B. & Q. R. R. Co.*

**Chicago, Burlington & Quincy R. R. Co., Union Coal & Coke Co. v.**, 24 I. C.  
C., 711.

**Chicago, B. & Q. R. R. Co., United States Portland Cement Co. v. (U. R. A-337), 28 I. C. C., 732.**

**Chicago, Burlington & Quincy R. R. Co., Van Camp Burial Vault Co. v., 26 I. C. C., 713.**

**Chicago, Burlington & Quincy R. R. Co., Wheeler & Motter Mercantile Co. v., 20 I. C. C., 131.**

See Wheeler & Motter Mercantile Co. v. C., B. & Q. R. R. Co.

**Chicago, Burlington & Quincy R. R. Co. et al., Whiting, Walter W., v., 21 I. C. C., 680.**

**Chicago, Burlington & Quincy R. R. Co. et al., Woodward, Wight & Co. v., 18 I. C. C., 500.**

**Chicago, Burlington & Quincy R. R. Co., Wright Carriage Body Co. v., 26 I. C. C., 720.**

**Chicago, B. & Q. R. R. Co., Wyatt & Green Paper Box Co. v. (6510), 30 I. C. C., 715.**

**Chicago, Burlington & Quincy R. R. Co. et al., Zang Brewing Co. v., 18 I. C. C., 337.**

**Chicago, Burlington & Quincy R. R. Co., Zang, Ph., Brewing Co. v., 19 I. C. C., 601.**

**Chicago, Burlington & Quincy R. R. Co., Zang Brewing Co. v., 24 I. C. C., 704.**

**Chicago, Burlington & Quincy R. R. Co., Zang Brewing Co. v., 26 I. C. C., 713.**

**Chicago Car Lumber Co. v. Louisville & Nashville R. R. Co., 19 I. C. C., 438.**

**Chicago, Cincinnati & Louisville R. R. Co. et al., National Sewing Machine Co. v., 18 I. C. C., 619.**

**Chicago-Duluth Grain Rates, 27 I. C. C., 216.**

**Chicago Fire Proof Covering Co. v. Chicago & Northwestern Ry. Co., 8 I. C. C., 316.**

**Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co., 6 I. C. C., 195.**

See also Freight Bureau of the Cin. Chamber of Com. v. C., N. O. & T. P. Ry. Co.

*Cited:* Receivers & Shippers Asso. v. C., N. O. & T. P. Ry. Co., 18 I. C. C., 440.

The reductions in rates ordered in former case were not enforced by courts, it being found Commission did not then have power to fix a future rate. Since Hepburn Act this proceeding was instituted to obtain benefit of the former finding.

**Chicago Great Western Ry. Co. et al., Acme Cement Plaster Co. v.**, 18 I. C. C., 19.

**Chicago Great Western Ry. Co., Agar Packing Co. v.** (1769), 14 I. C. C., 642.

**Chicago, Great Western Ry. Co. Alleged Unlawful Rates and Practices in the Transportation of Grain and Grain Products by**, 7 I. C. C., 33.

See also *Alleged Unlawful Rates & Practices, etc.*, and *Atchison, Topeka & Santa Fe Ry. Co., etc.*

*Cited and distinguished:* *Am. Bankers' Asso. v. Am. Express Co.*, 15 I. C. C., 20.

In this case is involved the question of the purchase and sale of commercial paper and of credits, which do not necessarily involve the transportation of money or any other commodity. In the grain case and in the coal case the question of purchase and sale of a commodity which must be transported was involved.

**Chicago Great Western R. R. Co., Brunswick-Balke-Collender Co. v.** (6289), 30 I. C. C., 714.

**Chicago Great Western Ry. Co., Butler Bros. v.**, 23 I. C. C., 711.

**Chicago Great Western Ry. Co., Cannon Falls Farmers' Elevator Co. v.**, 10 I. C. C., 650.

See *Cannon Falls Farmers' Elevator Co. v. Chicago Great Western Ry. Co.*

**Chicago Great Western R. R. Co., Carroll Bros. v.** (6093), 29 I. C. C., 713.

**Chicago Great Western Ry. Co., Cattle Raisers' Asso. of Texas v.**, 10 I. C. C., 83.

See *Cattle Raisers' Asso. of Tex. v. Chicago, Burlington & Quincy R. R. Co.*

**Chicago Great Western Ry. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 277, 296.

See *Cattle Raisers' Asso. v. C., B. & Q. R. R. Co.*, and *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

**Chicago Great Western Ry. Co., Chicago Live Stock Ex. v.**, 10 I. C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

- Chicago Great Western R. R. Co., Clow & Sins v.**, 25 I. C. C., 711.
- Chicago Great Western R. R. Co., Eggers-O Flying Co. v.**, 27 I. C. C., 280.
- Chicago Great Western Ry. Co., Elwood Grain Co. v.** (1545), 15 I. C. C., 638.
- Chicago Great Western Ry. Co., Faribault Furniture Co. v.**, 25 I. C. C., 40.
- Chicago Great Western Ry. Co., Fort Dodge Shippers Asso. v.**, 28 I. C. C., 76.
- Chicago Great Western R. R. Co., Fort Dodge Shippers Asso. v.**, 29 I. C. C., 539.
- Chicago Great Western Ry. Co., Goodhue v.**, 11 I. C. C., 683.
- Chicago Great Western Ry. Co., Greater Des Moines Committee, Incorporated, v.**, 14 I. C. C., 294.
- See *Greater Des Moines Committee v. C. G. W. Ry. Co.*
- Chicago Great Western Ry. Co. et al., Greater Des Moines Committee v.**, 18 I. C. C., 98.
- Chicago Great Western Ry. Co., A. J. Gustin v.**, 8 I. C. C., 277.
- See *Gustin v. A., T. & S. F. Ry. Co.*
- Chicago Great Western Ry. Co. et al., Hartman Furniture & Carpet Co.**, 18 I. C. C., 617.
- Chicago G. W. R. R. Co., Kansas City Breweries Co. v.** (U. R. A-214), 27 I. C. C., 723.
- Chicago Great Western R. R. Co., Kansas City Team Owners' Asso. v.** (6335), 29 I. C. C., 714.
- Chicago Great Western Ry. Co. et al., Lamb, J. I. Co. v.**, 17 I. C. C., 617.
- Chicago Great Western Ry. Co., Marshall Oil Co. of Iowa v.**, 28 I. C. C., 707.
- Chicago Great Western Ry. Co., Merriam & Holmquist Co. v.** (1272), 13 I. C. C., 682.
- Chicago Great Western Ry. Co. et al., National Mfg. Co. v.**, 18 I. C. C., 370.
- Chicago G. W. R. R. Co., Northwestern Marble & Tile Co. v.** (U. R. A-190), 27 I. C. C., 719.
- Chicago Great Western R. R. Co. et al., Oakland Warehouse Co. v.**, 21 I. C. C., 681.
- Chicago Great Western Ry. Co. et al., Otis Elevator Co. v.**, 16 I. C. C., 502.
- Chicago Great Western Ry. Co., Pine Island Farmers' Elevator Co. v.**, 11 I. C. C., 687.

- Chicago Great Western R. R. Co. et al, Quammen & Austad Lumber Co. v.,**  
18 I. C. C., 599.
- Chicago Great Western R. R. Co., Royal Metal Mfg. Co. v.,** 18 I. C. C., 255.
- Chicago Great Western R. R. Co., Wright & Wilhelmy Co. v.,** 25 I. C. C., 712.
- Chicago Great Western R. R. Co., Wyeth Hardware & Mfg. Co. v. (6107),**  
28 I. C. C., 721.
- Chicago, Indiana & Southern R. R. Co. et al, Blodgett Milling Co. v.,** 18 I. C.  
C., 439.
- Chicago, Indianapolis & Louisville Ry. Co. et al, Caldwell, W. E. Co. v.,**  
20 I. C. C., 412.
- Chicago, Indianapolis & Louisville Ry. Co., Anguish v.,** 23 I. C. C., 716.
- Chicago, Indianapolis & Louisville Ry. Co., Brodix & Malone v.,** 23 I. C.  
C., 712.
- Chicago, I. & L. Ry. Co., Flynn v. (U. R. A-257),** 27 I. C. C., 729.
- Chicago, Indianapolis & Louisville Ry. Co., Goodkind Bros. v.,** 21 I. C. C., 17.
- Chicago, I. & L. Ry. Co., Griswold v. (5542),** 28 I. C. C., 715.
- Chicago, Indianapolis & Louisville Ry. Co., Griswold & Chambers v.,** 24 I. C.  
C., 705.
- Chicago, I. & L. Ry. Co., Idelman Bros. Co. v. (U. R. A-189),** 27 I. C. C., 719.
- Chicago, Indianapolis & Louisville Ry. Co. et al, Pleasant Hill Lumber Co.**  
v., 16 I. C. C., 335.
- Chicago, Indianapolis & Louisville Ry. Co., G. C. Pratt Lumber Co. v.,** 10  
I. C. C., 29.
- See Pratt Lumber Co. v. Chicago, Indianapolis & Louisville Ry. Co.
- Chicago, Ind. & Louisville Ry. Co., Romona Oolitic Stone Co. v.,** 13 I. C.  
C., 569.
- Chicago, Indianapolis & Louisville Ry. Co., Shadbolt & Boyd Iron Co. v.,**  
17 I. C. C., 630.
- Chicago, Indianapolis & Louisville Ry. Co., Smith, B. E., v.,** 16 I. C. C., 335.
- Chicago, Indianapolis & Louisville Ry. Co., Squire Dingee Co. v.,** 24 I. C.  
C., 720.
- Chicago, I. & S. R. R. Co., Templeton & Sons v. (U. R. A-362),** 28 I. C. C.,  
735.

**Chicago, Indianapolis & Louisville Ry. Co., Van Camp Burial Vault Co. v.,**  
12 I. C. C., 79.

**Chicago, Ind. & Louisville Ry. Co., Wil. Tariff Asso., Wil., N. C., v.,** 9 I. C.  
C., 118.

See *Wilmington Tariff Asso. v. C., P. & V. R. R. Co.*

**Chicago, Indianapolis & Louisville Ry. Co., Wm. W. Wrigley, Jr., v.,** 10 I.  
C. C., 412.

**Chicago, Kalamazoo & Saginaw Ry. Co. et al., Lull Carriage Co. v.,** 19 I. C.  
C., 15.

See *Lull Carriage Co. v. C., K. & S. Ry. Co.*

**Chicago, Kansas & Nebraska Ry. Co., San Bernardino Board of Trade v.,**  
4 I. C. C., 104.

See *San Bernardino B'd of T'd v. A., T. & S. F. Ry. Co.*

**Chicago Lighterage Charges,** 28 I. C. C., 390.

**Chicago Live Stock Exchange, Intervener in Cattle Raisers' Association, v.**  
**Chicago, Burlington & Quincy R. R. Co.,** 10 I. C. C., 83.

See *Cattle Raisers' Asso. of Tex. v. Chicago, Burlington & Quincy  
R. R. Co.*

**Chicago Live Stock Ex. v. Chicago Great Western Ry. Co.,** 10 I. C. C., 428.

From the Missouri River to Chicago, Ill., carriers ordered to discon-  
tinue charging higher rates on live stock than on packing-house products  
on the ground that the lower rates on the products constituted an undue  
preference in favor of the products in violation of section 3.

*Interstate Commerce Commission v. Chicago Great Western Ry. Co.*

141 Fed. 1003. November 20, 1905.

C. C. N. D. Ill., E. D. Bethea, J.

Commission's order held invalid on the ground that there is no vio-  
lation of section 3 on account of railroad competition and other trans-  
portation dissimilarities.

*Interstate Commerce Commission v. Chicago Great Western Ry. Co.*

209 U. S. 108. March 23, 1908. Brewer, J.

Commission's order held invalid. Judgment of lower court affirmed.

*Cited: Sinclair & Co. v. C., M. & St. P. Ry. Co.,* 21 I. C. C., 499.

The relative elements of risk and expense in transporting the live  
animal and the products minutely considered, and the equalization of

commercial and geographical conditions through rate adjustments considered.

**Chicago Lumber & Coal Co. et al. v. Lester & Ouachita Valley R. R. Co. et al.**, 18 I. C. C., 609.

**Chicago Lumber & Coal Co. v. L., R. & N. Co.**, 24 I. C. C., 721.

**Chicago Lumber & Coal Co. et al v. Tioga Southeastern Ry. Co. et al**, 16 I. C. C., 323.

*Followed*: **Minn. Parish Lumber Co. v. Arkansas So. Ry.**, 16 I. C. C., 335.

*Followed*: **Keystone Coal Co. v. I. C. R. R. Co.**, 16 I. C. C., 336.

*Distinguished*: **Ferguson Saw Mill Co. v. St. L., I. M. & S. Ry. Co.**, 18 I. C. C., 393.

Nothing in former case which precludes a shipper in the territory involved from bringing a complaint against any particular rates alleged to be unreasonable.

*Quoted*: **Com. Club of Omaha v. A. & S. R. Ry. Co.**, 18 I. C. C., 537.

Blanket or group rates in many cases, especially with reference to particular commodities, are of great advantage to the public without serious injustice to any interest, though there is of necessity more or less disregard of distance and varying degrees of inequality.

*Cited*: **Industrial Lumber Co. v. St. L., W. & G. Ry. Co.**, 19 I. C. C., 52. Tap line allowances.

*Distinguished*: **Chamber of Com. of Newport News v. S. Ry Co.**, 23 I. C. C., 352.

The carriers in cited case did neither make the rate nor participate in the particular traffic to the point complaining.

*Cited*: **Ashgrove Cement Co. v. A., T. & S. F. Ry. Co.**, 23 I. C. C., 525.

With respect to relative adjustments upon a mileage or other basis, the authority of the Commission is more properly to be exercised where the transportation to the common destination is performed by the same carriers, from the respective origin points.

*Cited*: **Lumbermen's Ex. of St. L. v. A. & S. R. R. Co.**, 24 I. C. C., 222.

The rate under consideration was a blanket rate prescribed in cited case.

*Cited*: **Davis Bros. Lum. Co. v. C., R. I. & P. Ry. Co.**, 26 I. C. C., 263.

*Quoted*: **Paducah B'd of Trade v. I. C. R. R. Co.**, 29 I. C. C., 586.



A substantial dissimilarity in the transportation conditions in the producing territories east and west of the river was found to exist in cited case, warranting a higher basis west of the river.

- Chicago, Milwaukee & Gary Ry. Co. et al, Smith Mfg. Co. v., 16 I. C. C., 447.
- Chicago, M. & P. S. Ry. Co., Lindsay & Co., Ltd., v. (U. R. A-219), 27 I. C. C., 724.
- Chicago, Milwaukee & Puget Sound Ry. Co. et al, Moore Mercantile Co. v., 17 I. C. C., 622.
- Chicago, Milwaukee & Puget Sound Ry. Co., Northwestern Woodenware Co. v., 28 I. C. C., 237.
- Chicago, Milwaukee & P. S. Ry. Co., Northwestern Woodenware Co. v. (U. R. A-537), 29 I. C. C., 735.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Acme Cement Plaster Co. v., 17 I. C. C., 622.
- Chicago, Milwaukee & St. Paul Ry. Co., Aetna Powder Co. v., 17 I. C. C., 165.
- Chicago, Milwaukee & St. Paul Ry. Co., Alexandria Barrel Co. v., 27 I. C. C., 196.
- Chicago, Milwaukee & St. Paul Ry. Co., Allen, J. H. & Co. v., 16 I. C. C., 293.
- Chicago, Milwaukee & St. Paul Ry. Co., American Cigar Co. v., 15 I. C. C., 618.
- Chicago, M. & St. P. Ry. Co., American Hair Felt Co. v. (U. R. A-674), 30 I. C. C., 733.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., American Milling Co. v., 21 I. C. C., 673.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., American Sand & Gravel Co. v., 17 I. C. C., 618.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., American Tobacco Co. v., 18 I. C. C., 624.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., American Trust & Savings Bank v., 17 I. C. C., 11.
- Chicago, Milwaukee & St. Paul Ry. Co., Anaconda Copper Mining Co. v., 26 I. C. C., 713.
- Chicago, M. & St. P. Ry. Co., Anda Produce Co. v. (U. R. A-631), 30 I. C. C., 727.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Anguish, B. D., v., 17 I. C. C., 624.

**Chicago, Milwaukee & St. Paul Ry. Co., Ark. Fuel Co. v.**, 12 I. C. C., 492.

**Chicago, Milwaukee & St. Paul Ry. Co., Arkansas Fuel Co. v.**, 16 I. C. C., 95.

See *Arkansas Fuel Co. v. C., M. & St. P. Ry. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co., Arkansas Fuel Co. v.**, 19 I. C. C., 613.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Armour & Co. v.**, 17 I. C. C., 619.

**Chicago, M. & St. P. Ry. Co., Atwood-Stone Co. v.** (U. R. A-599), 30 I. C. C., 723.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Auto Vehicle Co. v.**, 21 I. C. C., 286.

See *Auto Vehicle Co. v. C., M. & St. P. Ry. Co.*

**Chicago, M. & St. P. Ry. Co., Auto Vehicle Co. v.** (U. R. A-168), 27 I. C. C., 716.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Bamble Bros. v.**, 18 I. C. C., 624.

**Chicago, Milwaukee & St. Paul Ry. Co., Barnard v.**, 26 I. C. C., 913.

**Chicago, M. & St. P. Ry. Co., Barnard Co. v.** (U. R. A-421), 29 I. C. C., 720.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Barrett Manufacturing Co. v.**, 20 I. C. C., 79.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Bartles Oil Co. v.**, 17 I. C. C., 146.

**Chicago, Milwaukee & St. Paul Ry. Co., Beebe v.**, 24 I. C. C., 726.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Black, August, v.**, 20 I. C. C., 663.

**Chicago, Milwaukee & St. Paul Ry. Co., Betcher Lumber Co. v.**, 26 I. C. C., 335.

See *Betcher Lumber Co. v. C., M. & St. P. Ry. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Big Four Coal & Coke Co. v.**, 20 I. C. C., 659.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Blake, Moffet & Towne v.**, 17 I. C. C., 620.

**Chicago, Milwaukee & St. Paul Ry. Co., Blodgett Milling Co. v.**, 15 I. C. C., 277.

**Chicago, Milwaukee & St. Paul Ry. Co., et al., Blodgett Milling Co. v.,** 16 I. C. C., 384.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Blodgett Milling Co. v.,** 17 I. C. C., 587.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Blodgett Milling Co. v.,** 19 I. C. C., 603.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Blodgett Milling Co. v.,** 21 I. C. C., 665.

**Chicago, Milwaukee & St. Paul Ry. Co., Blodgett Milling Co. v.,** 23 I. C. C., 448.

**Chicago, Milwaukee & St. Paul Ry. Co., Blodgett Milling Co. v.,** 24 I. C. C., 714.

**Chicago, Milwaukee & St. Paul Ry. Co., Board of Trade of Chicago v.,** 4 I. C. C., 158.

See *Chicago Board of Trade v. Chicago & Alton R. R. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co., Boards of Trade Union of Farmington, etc., v.,** 1 I. C. C., 215.

See *Boards of Trade Union of Farmington v. Chicago, Milwaukee & St. Paul Ry. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co., Bowman-Kranz Lumber Co. v.,** 15 I. C. C., 277.

**Chicago, M. & St. P. Ry. Co., Briggs & Turivas v. (5576),** 28 I. C. C., 715.

**Chicago, Milwaukee & St. Paul Ry. Co., Brittingham & Young Co. v.,** 25 I. C. C., 708.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Brunswick-Balke-Collender Co. v.,** 18 I. C. C., 165.

See *Brunswick-Balke-Collender Co. v. C., M. & St. P. Ry. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Burns, John C., v.,** 18 I. C. C., 619.

**Chicago, M. & St. P. Ry. Co., Burson Knitting Co. v. (U. R. A-375),** 28 I. C. C., 737.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Calvi, John B., v.,** 21 I. C. C., 683.

**Chicago, Milwaukee & St. Paul Ry. Co., Cannon Falls Farmers' Elevator Co. v.,** 10 I. C. C., 650.

See Cannon Falls Farmers' Elevator Co. v. Chicago Great Western Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., Cardiff Coal Co. v.,** 13 I. C. C., 460.

See Cardiff Coal Co. v. C., M. & St. P. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., Carlisle Commission Co. v.,** 16 I. C. C., 100.

See Kansas City Hay Co. v. C., M. & St. P. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., Carr Mfg. Co. v.,** 18 I. C. C., 625.

**Chicago, Milwaukee & St. Paul Ry. Co., Carstens Packing Co. v. (1534),** 13 I. C. C., 685.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Carstens Packing Co. v.,** 16 I. C. C., 469.

**Chicago, Milwaukee & St. Paul Ry. Co., Cattle Raisers' Asso. of Texas v.,** 10 I. C. C., 83.

See Cattle Raisers' Asso. of Tex. v. Chicago, Burlington & Quincy R. R. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., Cattle Raisers' Asso. v.,** 11 I. C. C., 277, 296.

See Cattle Raisers' Asso. v. C., B. & Q. R. R. Co., and Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., Cedarburg Woolen Mills v.,** 20 I. C. C., 669.

**Chicago, Milwaukee & St. Paul Ry. Co., Central California Traction Co. v.,** 24 I. C. C., 550.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Central Lumber Co. v.,** 18 I. C. C., 495.

**Chicago, Milwaukee & St. Paul Ry. Co., Chaffin Coal Co. v.,** 24 I. C. C., 321.

**Chicago, Milwaukee & St. Paul Ry. Co., Chamber of Comm. of Milwaukee v.,** 7 I. C. C., 481.

See Chamber of Commerce of the City of Milwaukee v. Chicago, Milwaukee & St. Paul Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., Chamber of Commerce of Milwaukee v.,** 24 I. C. C., 96.

**Chicago, Milwaukee & St. Paul Ry. Co., Chamber of Commerce of Milwaukee v.,** 24 I. C. C., 703.

**Chicago, Milwaukee & St. Paul Ry. Co., Chamber of Commerce of Milwaukee v.,** 25 I. C. C., 342.

See Chamber of Commerce of Milwaukee v. C., M. & St. P. Ry. Co.

**Chicago, M. & St. P. Ry. Co., Chamber of Commerce of Milwaukee v.** (5359), 28 I. C. C., 714.

**Chicago, Milwaukee & St. Paul Ry. Co., Chamber of Commerce of Minneapolis, Minn., v.,** 5 I. C. C., 571.

See Chamber of Com. of Minneapolis v. Gt. No. Ry. Co.

**Chicago, M. & St. P. Ry. Co., Champion Feed Milling Co. v.** (U. R. A-151), 27 I. C. C., 714.

**Chicago, Milwaukee & St. Paul Ry. Co., Chicago Live Stock Ex. v.,** 10 I. C. C., 428.

See Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Christian, L. & Co. v.,** 20 I. C. C., 669.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Clemons, C. C. Produce Co. v.,** 17 I. C. C., 629.

**Chicago, Milwaukee & St. Paul Ry. Co., Chilton Malting Co., Limited, v.,** 16 I. C. C., 10.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Clinton Bridge & Iron Co. v.,** 17 I. C. C., 623.

**Chicago, Milwaukee & St. Paul Ry. Co., Clinton Bridge & Iron Works v.,** 17 I. C. C., 619.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Cochrane, T. H. Co. v.,** 20 I. C. C., 665.

**Chicago, Milwaukee & St. Paul Ry. Co., Commercial Club of Omaha v.,** 7 I. C. C., 386.

See Commercial Club of Omaha v. C. & N.-W. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co. v. Coomes & McGraw**, 13 I. C. C., 192.

See *Coomes & McGraw v. C., M. & St. P. Ry. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Cressey, J. H. & Co. v.**, 18 I. C. C., 132.

See *Cressey & Co. v. C., M. & St. P. Ry. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co., C. R. Cutter v.**, 11 I. C. C., 689.

**Chicago, Milwaukee & St. Paul Ry. Co., Dakota Cereal Co. v.**, 18 I. C. C., 625.

**Chicago, Milwaukee & St. Paul Ry. Co., E. J. Daniels v.**, 6 I. C. C., 458.

See *Daniels v. Chicago, Rock Island & Pacific Ry. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co., Daniels Linseed Co. v.** (U. R. A-277) 28 I. C. C., 724.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Dayton Chamber of Commerce v.**, 16 I. C. C., 82.

**Chicago, Milwaukee & St. Paul Ry. Co., De Camp Fuel Co. v.**, 23 I. C. C., 713.

**Chicago, Milwaukee & St. Paul Ry. Co., Decker & Son v.**, 30 I. C. C., 547.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Degentesh Bros. v.**, 20 I. C. C., 672.

**Chicago, Milwaukee & St. Paul Ry. Co., Dickinson, Albert Co. v.**, 17 I. C. C., 616.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Diehl, William J., v.**, 16 I. C. C., 190.

**Chicago, Milwaukee & St. Paul Ry. Co., Doerschel Produce Co. v.** (U. R. A-489), 29 I. C. C., 729.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Donahue, P. P., v.**, 18 I. C. C., 92.

See *Donahue v. C., M. & St. P. Ry. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co. et al. v. Donahue-Stratton Co.**, 21 I. C. C., 681.

**Chicago, Milwaukee & St. Paul Ry. Co., Duluth Shingle Co. v.**, 10 I. C. C., 489.

**Chicago, Milwaukee & St. Paul Ry. Co., Eau Claire Board of Trade v.,** 5 I. C. C., 264.

See Eau Claire Board of Trade v. C., M. & St. P. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., Electric Malting Co. v.,** 22 I. C. C., 668.

**Chicago, Milwaukee & St. Paul Ry. Co., Emerson Mfg. Co. v.,** 18 I. C. C., 629.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Empire Oil Works v.,** 16 I. C. C., 401.

**Chicago, Milwaukee & St. Paul Ry. Co., Erickson Co. v. (5739),** 28 I. C. C., 717.

**Chicago, Milwaukee & St. Paul Ry. Co., Ericson Co. v.,** 29 I. C. C., 414.

**Chicago, Milwaukee & St. Paul Ry. Co., Farley & Loetscher Manufacturing Co. v.,** 15 I. C. C., 602.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Fond du Lac Church Furnishing Co. v.,** 21 I. C. C., 481.

**Chicago, Milwaukee & St. Paul Ry. Co., Franke Grain Co. v. (1507),** 14 I. C. C., 637.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Franke Grain Co. v.,** 20 I. C. C., 664.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Fullerton Lumber Co. v.,** 18 I. C. C., 621.

**Chicago, Milwaukee & St. Paul Ry. Co., Fullerton Lumber Co. v.,** 26 I. C. C., 717.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Gamble-Robinson Commission Co. v.,** 17 I. C. C., 625.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Gamble-Robinson Commission Co. v.,** 20 I. C. C., 663.

**Chicago, Milwaukee & St. Paul Ry. Co., Gamble-Robinson Commission Co. v. (U. R. A-339, A-345),** 28 I. C. C., 732, 733.

**Chicago, Milwaukee & St. Paul Ry. Co., Globe Milling Co. v.,** 24 I. C. C., 594.

See Globe Milling Co. v. C., M. & St. P. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Philip Goerres Cooperage Co. v.,** 21 I. C. C., 5.

**Chicago, Milwaukee & St. Paul Ry. Co., Gray-Bryan Coal Co. v.**, 12 I. C. C., 492.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Greater Des Moines Committee v.**, 18 I. C. C., 73.

See *Greater Des Moines Committee v. C., M. & St. P. Ry. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co., Green Bay Soap Co. v.**, 14 I. C. C., 609.

**Chicago, Milwaukee & St. Paul Ry. Co., Grote-Rankin Co. v.**, 25 I. C. C., 714.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Gulf Lumber Co. v.**, 17 I. C. C., 628.

**Chicago, Milwaukee & St. Paul Ry. Co., Gund Brewing Co. v.**, 22 I. C. C., 667.

**Chicago, Milwaukee & St. Paul Ry. Co., Gund Brewing Co. v.**, 26 I. C. C., 713.

**Chicago, Milwaukee & St. Paul Ry. Co., Gund Brewing Co. v. (U. R. A-363),** 28 I. C. C., 735.

**Chicago, Milwaukee & St. Paul Ry. Co., Gunter Bros. v. (2072),** 15 I. C. C., 639.

**Chicago, Milwaukee & St. Paul Ry. Co., A. J. Gustin v.**, 8 I. C. C., 277.

See *Gustin v. A., T. & S. F. Ry. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co., Hanley Bros. Co. v. (U. R. A-402),** 29 I. C. C., 717.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Hartford Canning Co. v.**, 20 I. C. C., 663.

**Chicago, Milwaukee & St. Paul Ry. Co., Hastings Malting Co. v.**, 11 I. C. C., 675.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Henley, George, v.**, 18 I. C. C., 382.

**Chicago, Milwaukee & St. Paul Ry. Co., Heileman, G. Brewing Co. v.**, 16 I. C. C., 396.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Hettinger Hardware Co. v.**, 18 I. C. C., 628.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Heinz, H. J. Co. v.**, 18 I. C. C., 624.



- Chicago, Milwaukee & St. Paul Ry. Co., F. J. Hoerr v.**, 11 I. C. C., 547.
- Chicago, Milwaukee & St. Paul Ry. Co., Hoopes & Sons v.** (U. R. A-675), 30 I. C. C., 733.
- Chicago, Milwaukee & St. Paul Ry. Co., Hormel & Co. v.**, 26 I. C. C., 112.  
See *Hormel & Co. v. C., M. & St. P. Ry. Co.*
- Chicago, Milwaukee & St. Paul Ry. Co., Hormel & Co. v.**, 30 I. C. C., 98.  
See *Hormel & Co. v. C., M. & St. P. Ry. Co.*
- Chicago, Milwaukee & St. Paul Ry. Co., Illinois Leather Co. v.** (U. R. A-497), 29 I. C. C., 730.
- Chicago, Milwaukee & St. Paul Ry. Co., Independent Brewing & Malt Co. v.**, 17 I. C. C., 624.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., International Harvester Co. of America v.**, 17 I. C. C., 620.
- Chicago, Milwaukee & St. Paul Ry. Co., International Harvester Co. of America v.**, 18 I. C. C., 222.
- Chicago, Milwaukee & St. Paul Ry. Co., International Harvester Co. of America v.**, 18 I. C. C., 625.
- Chicago, Milwaukee & St. Paul Ry. Co., Interstate Iron & Steel Co. v.**, 15 I. C. C., 277.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Jewett Bros. & Jewett v.**, 16 I. C. C., 604.
- Chicago, Milwaukee & St. Paul Ry. Co., Charles H. Johnson v.**, 9 I. C. C., 221.
- Chicago, Milwaukee & St. Paul Ry. Co., Joint Local Executive Board of the Union of United Brewery Workmen of Milwaukee County, Wis. v.**, 26 I. C. C., 708.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Jordan, W. B. & Sons Co. v.**, 17 I. C. C., 625.
- Chicago, Milwaukee & St. Paul Ry. Co., Kansas City Egg Case Filler Co. v.** (U. R. A-429), 29 I. C. C., 721.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Kansas City Hay Co. v.**, 16 I. C. C., 100.  
See *Kansas City Hay Co. v. C., M. & St. P. Ry. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co., Kaye & Carter Lumber Co. v.,**  
14 I. C. C., 604.

See Kaye & Carter Lumber Co. v. C., M. & St. P. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Ketchum & Gaston Co. v.,**  
17 I. C. C., 620.

**Chicago, Milwaukee & St. Paul Ry. Co., Kiel Wooden Ware Co. v.,** 18 I. C.  
C., 242.

See Kiel Woodenware Co. v. C., M. & St. P. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., George J. Kindel v.,** 11 I. C. C., 495.

See Kindel v. B. & A. R. R. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., Kipp Co. v.,** 26 I. C. C., 722.

**Chicago, Milwaukee & St. Paul Ry. Co., Knickerbocker Ice Co. v. (4234),**  
28 I. C. C., 711.

**Chicago, Milwaukee & St. Paul Ry. Co., Koch Butcher Supply Co. v.,** 26 I.  
C. C., 713.

**Chicago, Milwaukee & St. Paul Ry. Co., Koenig & Co. v.,** 24 I. C. C., 594.

**Chicago, Milwaukee & St. Paul Ry. Co., Kurth Bros. v.,** 22 I. C. C., 672.

**Chicago, Milwaukee & St. Paul Ry. Co., La Crosse Implement Co. v.,** 19 I.  
C. C., 610.

**Chicago, Milwaukee & St. Paul Ry. Co., La Crosse Mnfrs.' & Jobbers'  
Union v.,** 1 I. C. C., 629.

See La Crosse Mnfrs.' & Jobbers' Union v. Chicago, Minn. & St.  
Paul Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Lambros, P. D., v.,** 20 I. C.  
C., 666.

**Chicago, Milwaukee & St. Paul Ry. Co., Lanning-Harris Coal & Grain Co.  
v.,** 12 I. C. C., 492.

**Chicago, Milwaukee & St. Paul Ry. Co., Leavitt & Co. v. (4789),** 28 I. C.  
C., 712.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Lemmon Hardware Co. v.,**  
18 I. C. C., 624.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Lemmon Lumber Co. v.,**  
18 I. C. C., 625.

- Chicago, Milwaukee & St. Paul Ry. Co. et al., Lemmon Lumber Co. v.,** 18 I. C. C., 627.
- Chicago, Milwaukee & St. Paul Ry. Co., Leonard v.,** 12 I. C. C., 492.
- Chicago, Milwaukee & St. Paul Ry. Co., Lill & Co. v. (U. R. A-258),** 27 I. C. C., 729.
- Chicago, Milwaukee & St. Paul Ry. Co., Lincoln-Springfield Coal Co. v. (1752),** 15 I. C. C., 638.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Lindholm, F. H. & Sons v.,** 18 I. C. C., 625.
- Chicago, Milwaukee & St. Paul Ry. Co., Listman Mill Co. v.,** 8 I. C. C., 47.
- Chicago, Milwaukee & St. Paul Ry. Co., Lowenthal, R. & Co. v.,** 18 I. C. C., 622.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., McCaull-Dinsmore Co. v.,** 20 I. C. C., 15.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., McCaul, Webster Elevator Co.,** 18 I. C. C., 617.
- Chicago, Milwaukee & St. Paul Ry. Co. v. McKnight-Keaton Grocery Co.,** 26 I. C. C., 563.
- Chicago, Milwaukee & St. Paul Ry. Co., Macgillis & Gibbs Co. v.,** 15 I. C. C., 329.
- Chicago, Milwaukee & St. Paul Ry. Co., Maloney & Donaldson v. (4707),** 27 I. C. C., 703.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Marshall-Wells Hardware Co. v.,** 17 I. C. C., 618.
- Chicago, Milwaukee & St. Paul Ry. Co., Mayer Coal Co. v.,** 12 I. C. C., 492.
- Chicago, Milwaukee & St. Paul Ry. Co. et al. v. Marquette Cement Mfg. Co.,** 18 I. C. C., 626.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Massillon Iron & Steel Co. v.,** 19 I. C. C., 605.
- Chicago, Milwaukee & St. Paul Ry. Co. v. Mason City Brick & Tile Co.,** 20 I. C. C., 663.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Meidinger Bros. v.,** 17 I. C. C., 615.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Menasha Woodenware Co. v.,** 19 I. C. C., 614.

- Chicago, Milwaukee & St. Paul Ry. Co. et al., Menasha Woodenware Co.,**  
19 I. C. C., 615.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Menasha Woodenware Co. v.,**  
21 I. C. C., 678.
- Chicago, Milwaukee & St. Paul Ry. Co., Merriam & Holmquist Co. v. (1273),**  
13 I. C. C., 682.
- Chicago, Milwaukee & St. Paul Ry. Co., Midland Linseed Co. v.,** 18 I. C.  
C., 628.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Milbank Milling Co. v.,**  
20 I. C. C., 654.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Miller, Albert & Co. v.,**  
17 I. C. C., 624.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Miller Fred Brewing Co. v.,**  
19 I. C. C., 590.
- Chicago, Milwaukee & St. Paul Ry. Co., Milwaukee Corrugating Co. v.,**  
20 I. C. C., 661.
- Chicago, Milwaukee & St. Paul Ry. Co., Milwaukee Electric Ry. & Light  
Co. v.,** 15 I. C. C., 468.
- Chicago, Milwaukee & St. Paul Ry. Co., Milwaukee Falls Chair Co. v.,**  
16 I. C. C., 217.
- Chicago, Milwaukee & St. Paul Ry. Co., Milwaukee-Waukesha Brewing Co.  
v.,** 13 I. C. C., 28.
- Chicago, Milwaukee & St. Paul Ry. Co., Minneapolis Civic & Commerce  
Asso. v.,** 30 I. C. C., 663.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Minneapolis Iron Store Co. v.,**  
18 I. C. C., 623.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Minneapolis Iron Store Co. v.,**  
18 I. C. C., 624.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Minneapolis Paper Co. v.,**  
18 I. C. C., 625.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Minneapolis Produce Ex-  
change v.,** 17 I. C. C., 596.
- Chicago, Milwaukee & St. Paul Ry. Co., Minneapolis Steel & Machinery Co.  
v.,** 26 I. C. C., 193.
- Chicago, Milwaukee & St. Paul Ry. Co., Minneapolis Threshing Machine  
Co. v.,** 14 I. C. C., 536.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Minneapolis Threshing Machine Co. v.,** 21 I. C. C., 181.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Minneapolis Threshing Machine Co. v.,** 21 I. C. C., 682.

**Chicago, Milwaukee & St. Paul Ry. Co., Moline Plow Co. v.,** 18 I. C. C., 626.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Moline Plow Co. v.,** 21 I. C. C., 678.

**Chicago, Milwaukee & St. Paul Ry. Co., Morse Produce Co. v.,** 12 I. C. C., 485.

See Morse Produce Co. v. C., M. & St. P. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., Morse Produce Co. v.,** 15 I. C. C., 334.

See Morse Produce Co. v. C., M. & St. P. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., Morti v.,** 13 I. C. C., 513.

See Morti v. C., M. & St. P. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., Mt. Vernon Milling Co. v.,** 7 I. C. C., 194.

**Chicago, Milwaukee & St. Paul Ry. Co., Murphey Co. v. (U. R. A-631),** 30 I. C. C., 727.

**Chicago, Milwaukee & St. Paul Ry. Co., Murphy, Hugh, v.,** 18 I. C. C., 627.

**Chicago, Milwaukee & St. Paul Ry. Co., Murphy, Wasey & Co. v.,** 5 I. C. C., 122.

See Murphy, Wasey & Co. v. Wabash R. R. Co.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., National Paper Mills & Filler Co. v.,** 17 I. C. C., 619.

**Chicago, Milwaukee & St. Paul Ry. Co., National Petroleum Asso. v.,** 14 I. C. C., 284, 287.

See National Petroleum Asso. v. C., M. & St. P. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., Neufeld, E. A., v.,** 16 I. C. C., 26.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Noble, William K.,** 16 I. C. C., 420.

**Chicago, Milwaukee & St. Paul Ry. Co., North Bros. v.**, 15 I. C. C., 70.

See *North Bros. v. C., M. & St. P. Ry. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co. et al., North Star Woolen Mill Co. v.**, 17 I. C. C., 628.

**Chicago, Milwaukee & St. Paul Ry. Co. et al. v. Northern Hardware & Supply Co.**, 19 I. C. C., 604.

**Chicago, Milwaukee & St. Paul Ry. Co., Northern Malt Co. v. (U. R. A-123)**, 27 I. C. C., 710.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Northern Wood Co. v.**, 17 I. C. C., 617.

**Chicago, Milwaukee & St. Paul Ry. Co., Northern Wood Co. v.**, 18 I. C. C., 627.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Northwestern Iron Co. v.**, 17 I. C. C., 618.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Northwestern Traffic & Credit Bureau v.**, 18 I. C. C., 619.

**Chicago, Milwaukee & St. Paul Ry. Co., Northwestern Marble & Tile Co. v. (U. R. A-190)**, 27 I. C. C., 719.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Ohio Iron & Metal Co. v.**, 17 I. C. C., 618.

**Chicago, Milwaukee & St. Paul Ry. Co., Ohio Iron & Metal Co. v.**, 24 I. C. C., 713.

**Chicago, Milwaukee & St. Paul Ry. Co., Ohio Iron & Metal Co. v.**, 28 I. C. C., 703.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Olsen, Oscar C., v.**, 18 I. C. C., 625.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Olsen, A. N. & Sons v.**, 18 I. C. C., 625.

**Chicago, Milwaukee & St. Paul Ry. Co., Omaha Grain Exchange v.**, 24 I. C. C., 122.

**Chicago, Milwaukee & St. Paul Ry. Co., Oshksosh Excelsior Mfg. Co. v.**, 24 I. C. C., 712.

**Chicago, Milwaukee & St. Paul Ry. Co., Omaha Grain Exchange v.**, 30 I. C. C., 572.

**Chicago, Milwaukee & St. Paul Ry. Co., Oshkosh Logging Tool Co. v.,**  
14 I. C. C., 109.

See Oshkosh Logging Tool Co. v. C., M. & St. P. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Oshkosh Fuel Co. v.,** 21 I. C.  
C., 679.

**Chicago, Milwaukee & St. Paul Ry. Co., Ottumwa Bridge Co. v.,** 14 I. C.  
C., 121.

See Ottumwa Bridge Co. v. C., M. & St. P. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co., Ottumwa Brick & Construction**  
**Co. v. (1485),** 14 I. C. C., 637.

**Chicago, Milwaukee & St. Paul Ry. Co., Ottumwa Pickle Co. v.,** 16 I. C.  
C., 368.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Pabst Brewing Co. v.,**  
17 I. C. C., 359.

See Pabst Brewing Co. v. C., M. & St. P. Ry. Co.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Pabst Brewing Co. v.,** 17 I.  
C. C., 629.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Pabst Brewing Co. v.,**  
19 I. C. C., 584.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Pabst Brewing Co. v.,** 19 I.  
C. C., 614.

**Chicago, Milwaukee & St. Paul Ry. Co. et al. v. Pabst Brewing Co.,** 19 I.  
C. C., 615.

**Chicago, Milwaukee & St. Paul Ry. Co., Pabst Brewing Co. v.,** 26 I. C.  
C., 4.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Pacific Elevator Co. v.,** 17 I.  
C. C., 373.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Parfrey, A. C., v.,** 20 I. C.  
C., 104.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Payne, E. D., v.,** 18 I. C.  
C., 625.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Payne, E. D., v.,** 18 I. C.  
C., 627.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Philip, James, v.,** 16 I. C.  
C., 418.

**Chicago, Milwaukee & St. Paul Ry. Co., Philip & Allsebrook v.**, 24 I. C. C., 711.

**Chicago, Milwaukee & St. Paul Ry. Co., Pillsbury Flour Mills Co. v.**, 26 I. C. C., 707.

**Chicago, Milwaukee & St. Paul Ry. Co., Platten Produce Co. v.**, 14 I. C. C., 512.

**Chicago, Milwaukee & St. Paul Ry. Co., Platte Bros. v.**, 22 I. C. C., 666.

**Chicago, Milwaukee & St. Paul Ry. Co., Plymouth Parlor Frame Co. v.**, 17 I. C. C., 616.

**Chicago, Milwaukee & St. Paul Ry. Co., Poehlman Bros. Co. v.**, 30 I. C. C., 89.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Polson Implement Co. v.**, 17 I. C. C., 622.

**Chicago, Milwaukee & St. Paul Ry. Co., Pulp & Paper Mnfrs.' Traffic Asso. v.**, 27 I. C. C., 83.

See *Pulp & Paper Mnfrs.' Asso. v. C., M. & St. P. Ry. Co.*

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Quammen & Austad Lumber Co. v.**, 19 I. C. C., 110.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Racine-Sattley Co. v.**, 16 I. C. C., 488.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Racine-Sattley Co. v.**, 18 I. C. C., 142.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Racine-Sattley Co. v.**, 19 I. C. C., 612.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Racine-Sattley Co. v.**, 21 I. C. C., 164.

**Chicago, Milwaukee & St. Paul Ry. Co., Railroad Commissioners of South Dakota v. (6098)**, 29 I. C. C., 713.

**Chicago, Milwaukee & St. Paul Ry. Co., Railroad Commission of Wisconsin v.**, 16 I. C. C., 85.

**Chicago, Milwaukee & St. Paul Ry. Co. et al., Rassaman, F., v.**, 20 I. C. C., 666.

**Chicago, Milwaukee & St. Paul Ry. Co., Raymond, E. B., v.**, 1 I. C. C., 230.

See *Raymond v. Chicago, Milwaukee & St. Paul Ry. Co.*



- Chicago, Milwaukee & St. Paul Ry. Co., Red Wing Linseed Co. v., 15 I. C. C., 47.
- Chicago, Milwaukee & St. Paul Ry. Co., Red Wing Linseed Co. v., 17 I. C. C., 624.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Red Wing Union Stone Ware Co. v., 18 I. C. C., 613.
- Chicago, Milwaukee & St. Paul Ry. Co., Reed v., 14 I. C. C., 616.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Riverside Fibre & Paper Co. v., 18 I. C. C., 620.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Roach & Seeber Co. v., 18 I. C. C., 172.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Robinson Clay Product Co. v., 20 I. C. C., 661.
- Chicago, Milwaukee & St. Paul Ry. Co., Rockford Lumber & Fuel Co. v. (U. R. A-446), 29 I. C. C., 723.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Rosenblatt, H. & Sons v., 20 I. C. C., 667.
- Chicago, Milwaukee & St. Paul Ry. Co., Rosenblatt & Son v., 26 I. C. C., 716.
- Chicago, Milwaukee & St. Paul Ry. Co., Ross, H. F., v., 17 I. C. C., 631.
- Chicago, Milwaukee & St. Paul Ry. Co., Rowell, J. S. Manufacturing Co. v., 17 I. C. C., 625.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., St. Paul Board of Trade v., 17 I. C. C., 596.
- Chicago, Milwaukee & St. Paul Ry. Co., Salt Lake Glass & Paint Co. v. (U. R. A-357), 28 I. C. C., 735.
- Chicago, Milwaukee & St. Paul Ry. Co., Sanders v., 24 I. C. C., 720.
- Chicago, Milwaukee & St. Paul Ry. Co., Scattergood & Co. v. (U. R. A-412), (6457), 29 I. C. C., 718, 715.
- Chicago, Milwaukee & St. Paul Ry. Co., Scattergood & Co. v. (6473), 30 I. C. C., 714.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Schlitz, Joseph Brewing Co. v., 17 I. C. C., 628.
- Chicago, Milwaukee & St. Paul Ry. Co., Schlitz, Joseph Brewing Co. v., 17 I. C. C., 359.

See Schlitz Brewing Co. v. C., M. & St. P. Ry. Co.

- Chicago, Milwaukee & St. Paul Ry. Co. et al., Schlitz, Joseph Brewing Co. v.,**  
17 I. C. C., 630.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Schlitz, Joseph Brewing Co. v.,**  
19 I. C. C., 584.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Schlitz, Joseph Brewing Co. v.,**  
19 I. C. C., 615.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Schlitz, Joseph Brewing Co. v.,**  
21 I. C. C., 676.
- Chicago, Milwaukee & St. Paul Ry. Co. v. Schoenhofen Brewing Co.,** 23 I.  
C. C., 715.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Schulz, A. Geo. Co. v.,** 20 I.  
C. C., 403.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Scully Steel & Iron Co. v.,**  
18 I. C. C., 622.
- Chicago, Milwaukee & St. P. Ry. Co., Scully Steel & Iron Co. v. (4884),** 28  
I. C. C., 712.
- Chicago, Milwaukee & St. Paul Ry. Co., Seattle Shingle Co. v.,** 30 I. C.  
C., 364.
- Chicago, Milwaukee & St. Paul Ry. Co., Simonds-Shields Grain Co. v.,**  
17 I. C. C., 622.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Sinclair, T. M., & Co. v.,**  
21 I. C. C., 490.
- See Sinclair & Co. v. C., M. & St. P. Ry. Co.
- Chicago, Milwaukee & St. Paul Ry. Co., Sioux City Brewing Co. v. (U. R.  
A-401),** 29 I. C. C., 717.
- Chicago, Milwaukee & St. Paul Ry. Co., Sioux Commercial Club v.,** 12 I.  
C. C., 253.
- Chicago, Milwaukee & St. Paul Ry. Co., Sioux City Terminal Elevator Co.  
v.,** 23 I. C. C., 98.
- See Sioux City Terminal Elevator Co. v. C., M. & St. P. Ry. Co.
- Chicago, Milwaukee & St. Paul Ry. Co., Sioux City Terminal Elevator Co.  
v.,** 27 I. C. C., 457.
- Chicago, Milwaukee & St. Paul Ry. Co. v. Star Coal Co.,** 12 I. C. C., 492.
- Chicago, Milwaukee & St. Paul Ry. Co., Stange, A. H. Co. v.,** 18 I. C.  
C., 629.

- Chicago, Milwaukee & St. Paul Ry. Co., Stange Co. v. (U. R. A-244), 27 I. C. C., 727.
- Chicago, Milwaukee & St. P. Ry. Co., Starks Co. v. (U. R. A-631), 30 I. C. C., 727.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Stewart, J. E. Produce Co. v., 17 I. C. C., 618.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Stock Yards Cotton & Linseed Meal Co. v., 16 I. C. C., 366.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Stock Yards Cotton & Linseed Meal Co. v., 19 I. C. C., 609.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Stover Manufacturing Co. v., 18 I. C. C., 617.
- Chicago, Milwaukee & St. Paul Ry. Co., Thistle Manufacturing Co. v., 20 I. C. C., 664.
- Chicago, Milwaukee & St. Paul Ry. Co., Thomas, A. L., v., 15 I. C. C., 584.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Thomas, A. L., v., 16 I. C. C., 364.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Thomas Produce Co. v., 18 I. C. C., 629.
- Chicago, Milwaukee & St. Paul Ry. Co., Thomas Produce Co. v. (4880), 27 I. C. C., 704.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Thompson, J & Sons Manufacturing Co. v., 21 I. C. C., 669.
- Chicago, Milwaukee & St. Paul Ry. Co., Tuthill Spring Co. v., 17 I. C. C., 622.
- Chicago, Milwaukee & St. Paul Ry. Co., Twentieth Century Machinery Co. v. (6308), 29 I. C. C., 714.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Tyler, B. F. Commission Co. v., 16 I. C. C., 490.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Underwood Veneer Co. v., 21 I. C. C., 672.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Union Match Co. v., 17 I. C. C., 626.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Union Sand & Material Co. v., 17 I. C. C., 623.

- Chicago, Milwaukee & St. Paul Ry. Co., Updike Grain Co. v., 17 I. C. C., 628.
- Chicago, Milwaukee & St. Paul Ry. Co. v. Val Blatz Brewing Co., 18 I. C. C., 626.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Van Brunt Manufacturing Co. v., 17 I. C. C., 195.
- Chicago, Milwaukee & St. Paul Ry. Co., Van Voorhies & Co. v. (U. R. A-622), 30 I. C. C., 726.
- Chicago, Milwaukee & St. Paul Ry. Co., Wahlgren Furniture Co. v., 23 I. C. C., 717.
- Chicago, Milwaukee & St. Paul Ry. Co., Warfield-Pratt-Howell Co. v. (U. R. A-437), 29 I. C. C., 722.
- Chicago, Milwaukee & St. Paul Ry. Co., Waukesha Lime & Stone Co. v., 26 I. C. C., 515.
- Chicago, Milwaukee & St. Paul Ry. Co., Western Fruit Jobbers' Asso. of America v., 27 I. C. C., 417.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Western Lime & Cement Co. v., 17 I. C. C., 619.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Western Lime & Cement Co. v., 19 I. C. C., 613.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Wheeler Lumber, Bridge & Supply Co. v., 16 I. C. C., 525.
- Chicago, Milwaukee & St. Paul Ry. Co., Wilson v., 14 I. C. C., 549.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Winkle, J. A. & Co. v., 18 I. C. C., 625.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Winkle, J. A. & Co. v., 18 I. C. C., 627.
- Chicago, Milwaukee & St. Paul Ry. Co., Winona Malting Co. v., 17 I. C. C., 619.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Winona Wagon Co. v., 18 I. C. C., 613.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Winters Metallic Paint Co. v., 16 I. C. C., 562, 587.
- See Winters Metallic Paint Co. v. C., M. & St. P. Ry. Co.
- Chicago, Milwaukee & St. Paul Ry. Co. et al., Winters Metallic Paint Co. v., 18 I. C. C., 596.

- Chicago, Milwaukee & St. Paul Ry. Co., Winters Metallic Paint Co. v.,**  
26 I. C. C., 721.
- Chicago, Milwaukee & St. Paul Ry. Co. et al, Wiprud, S. T., v.,** 18 I. C.  
C., 628.
- Chicago, Milwaukee & St. Paul Ry. Co., Wisconsin Bridge & Iron Co. v.**  
(966), 12 I. C. C., 586.
- Chicago, Milwaukee & St. Paul Ry. Co. et al, Wisconsin Bridge & Iron**  
**Co. v.,** 18 I. C. C., 626.
- Chicago, Milwaukee & St. Paul Ry. Co., Wisconsin Bridge & Iron Co. v.,**  
23 I. C. C., 717.
- Chicago, Milwaukee & St. Paul Ry. Co., Wisconsin Bridge & Iron Co. v.,**  
24 I. C. C., 709.
- Chicago, Milwaukee & St. Paul Ry. Co., Wisconsin Iron & Metal Co. v.,**  
20 I. C. C., 664.
- Chicago, Milwaukee & St. Paul Ry. Co. et al, Wisconsin Pulp & Paper**  
**Manufacturers v.,** 19 I. C. C., 610.
- Chicago, Milwaukee & St. Paul Ry. Co., Wisconsin State Millers' Asso. v.,**  
23 I. C. C., 494.
- Chicago, Milwaukee & St. Paul Ry. Co. et al, Wolfe, John G., v.,** 18 I. C.  
C., 627.
- Chicago, Peoria & St. Louis Ry. Co. of Illinois, Bartlett Co. v. (U. R.**  
**A-203),** 27 I. C. C., 721.
- Chicago, Peoria & St. Louis Ry. Co. of Illinois, Carpenter v. (U. R. A-520),**  
29 I. C. C., 733.
- Chicago, Peoria & St. Paul Ry. Co. et al, Pleasant Hill Lumber Co. v.,** 16  
I. C. C., 335.
- Chicago, Peoria & St. Louis Ry. Co., St. Louis Hay & Grain Co. v.,** 11 I.  
C. C., 82.
- See **St. Louis Hay & Grain Co. v. C., B. & Q. R. R. Co.**
- Chicago, Peoria & St. Louis Ry. Co. of Ill., Sparks Milling Co. v. (U. R.**  
**A-203),** 27 I. C. C., 721.
- Chicago, Peoria & St. Louis Ry. Co., Traer v.,** 13 I. C. C., 451.
- Chicago, Peoria & St. Louis Ry. Co., United States of America v. (U. S.**  
**Dist. Co.),** 11 I. C. C., 698.
- Chicago, Racine & M. Line, Lovett, in behalf of Milliren-Buchanan Hard-**  
**ware Co. v. (5780),** 28 I. C. C., 718.

**Chicago, Rock Island & Pacific Ry. Co. et al., Acme Cement Plaster Co. v.,**  
17 I. C. C., 617.

**Chicago, Rock Island & Pacific Ry. Co. et al., Acme Cement Plaster Co. v.,**  
17 I. C. C., 621.

**Chicago, Rock Island & Pacific Ry. Co. et al., Acme Cement Plaster Co. v.,**  
17 I. C. C., 623.

**Chicago, Rock Island & Pacific Ry. Co. et al., Acme Cement Plaster Co. v.,**  
17 I. C. C., 624.

**Chicago, Rock Island & Pacific Co. et al., Acme Cement Plaster Co. v.,**  
19 I. C. C., 608.

**Chicago, Rock Island & Pacific Ry. Co., Central Trust Co. of Ill., Trustee,  
The Agar Packing Co. v.,** 25 I. C. C., 707.

**Chicago, Rock Island & Pacific Ry. Co., D. S. Alford v.,** 3 I. C. C., 519.

**Chicago, Rock Island & Pacific Ry. Co. et al., American Beet Sugar Co. v.,**  
16 I. C. C., 288.

**Chicago, Rock Island & Pacific Ry. Co., American Cement Plaster Co. v.,**  
20 I. C. C., 662.

**Chicago, Rock Island & Pacific Ry. Co., Anderson, Clayton & Co. v. (1390),**  
13 I. C. C., 684.

**Chicago, Rock Island & Pacific Ry. Co. et al., Anderson, Clayton & Co. v.,**  
18 I. C. C., 340.

**Chicago, Rock Island & Pacific Ry. Co. et al., Anderson-Tully Co. v.,** 18 I.  
C. C., 48.

**Chicago, Rock Island & Pacific Ry. Co., Applegate & Lewis Coal Co. v.**  
(1276), 14 I. C. C., 635.

**Chicago, Rock Island & Pacific Ry. Co., Edward E. Barton v.,** 5 I. C.  
C., 299.

See Anthony Salt Co. v. Mo. Pac. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co. et al., Beekman Lumber Co. v.,**  
16 I. C. C., 528.

See Beekman Lumber Co. v. C., R. I. & P. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., Blodgett v. (1066),** 12 I. C. C., 588.

**Chicago, Rock Island & Pacific Ry. Co., Board of R. R. Com'rs of Iowa v.,**  
29 I. C. C., 396.

**Chicago, Rock Island & Pacific Ry. Co., Board of Trade of City of Chicago v.,** 4 I. C. C., 158.

See *Chicago Board of Trade v. Chicago & Alton R. R. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Boldt Co. v.,** 27 I. C. C., 11.

See *Boldt, Charles Co. v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Browne Grain Co. v.,** 26 I. C. C., 714.

**Chicago, Rock Island & Pacific Ry. Co., Bunch Co. v.,** 13 I. C. C., 377.

**Chicago, Rock Island & Pacific Ry. Co., Burnham-Hanna-Munger Dry Goods Co. v.,** 14 I. C. C., 299.

See *Burnham-Hanna-Munger Dry Goods Co. v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Business Men's League of St. Louis v.,** 9 I. C. C., 318.

See *Business Men's League of St. Louis v. A., T. & S. F. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co. et al., Canadian Valley Grain Co. v.,** 18 I. C. C., 509.

**Chicago, Rock Island & Pacific Ry. Co. et al., Canadian Valley Grain Co. v.,** 19 I. C. C., 108.

**Chicago, Rock Island & Pacific Ry. Co. et al., Capital Electric Co. v.,** 21 I. C. C., 667.

**Chicago, Rock Island & Pacific Ry. Co., Cattle Raisers' Asso. of Texas v.,** 10 I. C. C., 83.

See *Cattle Raisers' Asso. of Tex. v. Chicago, Burlington & Quincy R. R. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Cattle Raisers' Asso. v.,** 11 I. C. C., 227, 296.

See *Cattle Raisers' Asso. v. C., B. & Q. R. R. Co. and Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Cedar Rapids Commercial Club v.,** 28 I. C. C., 76.

See *Cedar Rapids Commercial Club v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Cedar Rapids Commercial Club v.,** 29 I. C. C., 539.

**Chicago, Rock Island & Pacific Ry. Co., Chamber of Commerce of the City of Milwaukee v.,** 15 I. C. C., 460.

See Chamber of Commerce of Milwaukee v. C., R. I. & P. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., Chicago & Alton R. R. Co. v.,** 3 I. C. C., 450.

*Cited:* Re Alleged Unlawful Rates and Practices, 7 I. C. C., 247.

An indispensable element in every through shipment would seem to be a contract for such through service, an agreement between the parties at the inception of the carriage that the freight shall be transported to the point of destination at the through rate.

*Quoted:* N. Y., N. H. & H. R. Co. v. Platt, 7 I. C. C., 335.

"We have no doubt of the right of carriers to agree upon through rates which shall be different from and lower than the sum of the locals. The principle has frequently been considered and applied in cases passed on by the Commission."

**Chicago, Rock Island & Pacific Ry. Co., Chicago Live Stock Ex. v.,** 10 I. C. C., 428.

See Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., Cisco v. (U. R. 749),** 26 I. C. C., 711.

**Chicago, Rock Island & Pacific Ry. Co., Colborn v. (6600),** 30 I. C. C., 715.

**Chicago, Rock Island & Pacific Ry. Co., Colo. Fuel & Iron Co. v.,** 6 I. C. C., 488.

See Colo. Fuel & Iron Co. v. Southern Pacific Co.

**Chicago, Rock Island & Pacific Ry. Co., Colorado Moline Plow Co. v. (U. R. A-135),** 27 I. C. C., 712.

**Chicago, Rock Island & Pacific Ry. Co., Colorado Moline Plow Co. v.,** 25 I. C. C., 712.

**Chicago, Rock Island & Pacific Ry. Co., Commercial Club of Omaha v.,** 6 I. C. C., 647.

See Commercial Club of Omaha v. Chicago, Rock Island & Pacific Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., Comm. Club of Omaha v.,** 7 I. C. C., 386.

See Commercial Club of Omaha v. C. & N. W. Ry. Co.



**Chicago, Rock Island & Pacific Ry. Co., Cornie Stave Co. v.** (U. R. A-456),  
29 I. C. C., 724.

**Chicago, Rock Island & Pacific Ry. Co. et al., Corporation Commission of  
Oklahoma v.**, 17 I. C. C., 379.

See Corporation Commission of Okla. v. C., R. I. & G. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., E. J. Daniels v.**, 6 I. C. C., 458.

See Daniels v. Chicago, Rock Island & Pacific Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., Davis & Shaw Furniture Co. v.**  
(U. R. A-167), 27 I. C. C., 716.

**Chicago, Rock Island & Pacific Ry. Co., Davis Bros. Lumber Co. v.**, 26 I.  
C. C., 257.

**Chicago, Rock Island & Pacific Ry. Co., Davis Bros. Lumber Co., Ltd., v.**,  
(U. R. A-525), 29 I. C. C., 733.

**Chicago, Rock Island & Pacific Ry. Co., Daywitt v.** (4821), 27 I. C. C., 704.

**Chicago, Rock Island & Pacific Ry. Co., Deckelman Bros. v.**, 24 I. C. C., 710.

**Chicago, Rock Island & Pacific Ry. Co., Dodds Lumber Co. v.**, 17 I. C.  
C., 618.

**Chicago, Rock Island & Pacific Ry. Co. et al., Douglas & Co. v.**, 16 I. C.  
C., 232.

See Douglas & Co. v. C., R. I. & P. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co. et al., Douglas & Co. v.**, 21 I. C.  
C., 97, 541.

See Douglas & Co. v. C., R. I. & P. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., East St. Louis Walnut Co. v.**,  
14 I. C. C., 575.

See East St. Louis Walnut Co. v. C., R. I. & P. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., Eau Claire Board of Trade v.**,  
5 I. C. C., 264.

See Eau Claire Board of Trade v. C., M. & St. P. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., Edgar W. Emerson v.**, 6 I. C.  
C., 289.

**Chicago, Rock Island & Pacific Ry. Co., Edwards & Co. v.**, 23 I. C. C., 710.

**Chicago, Rock Island & Pacific Ry. Co., El Dorado Oil Mills & Fertilizer Co. v.**, 22 I. C. C., 286.

**Chicago, Rock Island & Pacific Ry. Co., Enid Ice & Fuel Co. v.**, 13 I. C. C., 214.

See Haines v. C., R. I. & P. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., Falls & Co. v.**, 15 I. C. C., 269.

**Chicago, Rock Island & Pacific Ry. Co., Farmers', Merchants' & Shippers' Club of Kansas v.**, 12 I. C. C., 351.

See Farmers', Merchants' & Shippers' Club of Kansas v. A., T. & S. F. Ry. Co., and Farmers', Merchants' & Shippers' Club of Kansas v. C., R. I. & P. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., Charles G. Freeman v.**, 7 I. C. C., 202.

**Chicago, Rock Island & Pacific Ry. Co., Gentry v.**, 13 I. C. C., 214.

See Haines v. C., R. I. & P. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., Gifford Co. v. (U. R. A-129)**, 27 I. C. C., 711.

**Chicago, Rock Island & Pacific Ry. Co., Gist v.**, 13 I. C. C., 214.

See Haines v. C., R. I. & P. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co. et al., Greater Des Moines Committee, Inc., v.**, 17 I. C. C., 54.

See Greater Des Moines Committee, Inc., v. C., R. I. & P. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., A. J. Gustin v.**, 8 I. C. C., 277.

See Gustin v. A., T. & S. F. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co. et al., Guthrie, W. J., v.**, 16 I. C. C., 425.

**Chicago, Rock Island & Pacific Ry. Co., Hafer Lumber Co. v.**, 25 I. C. C., 27.

**Chicago, Rock Island & Pacific Ry. Co., Haines v.**, 13 I. C. C., 214.

See Haines v. C., R. I. & P. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co. et al., Hartman Furniture & Carpet Co. v.**, 20 I. C. C., 496.

**Chicago, Rock Island & Pacific Ry. Co., Hawkinson, F. G., v.,** 17 I. C. C., 620.

**Chicago, Rock Island & Pacific Ry. Co., Helmers Mfg. Co. v. (U. R. A-542),** 29 I. C. C., 736.

**Chicago, Rock Island & Pacific Ry. Co., Henry v. (734),** 12 I. C. C., 581.

**Chicago, Rock Island & Pacific Ry. Co. et al., Hill & Webb v.,** 20 I. C. C., 661.

**Chicago, Rock Island & Pacific Ry. Co., Holcker-Elberg Mfg. Co. v.,** 25 I. C. C., 212.

**Chicago, Rock Island & Pacific Ry. Co., Humphreys-Godwin Co. v. (U. R. A-598),** 30 I. C. C., 723.

**Chicago, Rock Island & Pacific Ry. Co., Hussey v.,** 13 I. C. C., 366.

See *Hussey v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Hussey v.,** 14 I. C. C., 215.

**Chicago, Rock Island & Pacific Ry. Co. et al., Indiana Steel & Wire Co. v.,** 16 I. C. C., 155.

See *Indiana Steel & Wire Co. v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Jackson v.,** 22 I. C. C., 662.

**Chicago, Rock Island & Pacific Ry. Co., Charles H. Johnson v.,** 9 I. C. C., 221.

**Chicago, Rock Island & Pacific Ry. Co., Kansas City Breweries Co., v. (U. R. A-214),** 27 I. C. C., 723.

**Chicago, Rock Island & Pacific Ry. Co., Kansas City Cotton Mills Co. v.,** 14 I. C. C., 468.

**Chicago, Rock Island & Pacific Ry. Co., Johnston v.,** 13 I. C. C., 214.

See *Haines v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Johnston-Larimer Dry Goods Co. v.,** 6 I. C. C., 568.

See *Johnston-Larimer Dry Goods Co. v. Atchison, Topeka & Santa Fe Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co. et al., Kettering, C. W. Mercantile Co. v.,** 18 I. C. C., 613.

**Chicago, Rock Island & Pacific Co., Kingfisher Mill & Elevator Co. v.**, 13 I. C. C., 214.

See *Haines v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co. et al., Kitselman Bros. v.**, 16 I. C. C., 155.

See *Indiana Steel & Wire Co. v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co. et al., Kokomo Steel & Wire Co. v.**, 16 I. C. C., 155.

See *Indiana Steel & Wire Co. v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Lagomarcino-Grupe Co. v.** (U. R. A-352), 28 I. C. C., 734.

**Chicago, Rock Island & Pacific Ry. Co. et al., Laning-Harris Coal & Grain Co. v.**, 17 I. C. C., 623.

**Chicago, Rock Island & Pacific Ry. Co., Lee Co. v.** (U. R. A-499), 29 I. C. C., 730.

**Chicago, Rock Island & Pacific Co. et al., Lee-Warren Milling Co. v.**, 16 I. C. C., 422.

**Chicago, Rock Island & Pacific Ry. Co., Lehman-Higginson Grocer Co. v.**, 10 I. C. C., 460.

**Chicago, Rock Island & Pacific Ry. Co., Lena Lumber Co. v.**, 26 I. C. C., 707.

**Chicago, Rock Island & Pacific Ry. Co., Lincoln Commercial Club v.**, 13 I. C. C., 319.

See *Lincoln Commercial Club v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., MacGillis & Gibbs Co. v.** (1707), 14 I. C. C., 642.

**Chicago, Rock Island & Pacific Ry. Co., Mnfrs.' & Jobbers' Union of Man-  
kato, Minn., v.**, 4 I. C. C., 79.

See *Mnfrs.' & Jobbers' Union, etc., v. Minneapolis & St. Louis Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Marseilles Wrapping Paper Co. v.** (5970), 28 I. C. C., 720.

**Chicago, Rock Island & Pacific Ry. Co., Mason v.**, 12 I. C. C., 61.

See *Mason v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Mayor & City Council of Wichita, Kans., v., 9 I. C. C., 534.**

See Mayor & City Council of Wichita, Kans., v. A., T. & S. F. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., Mayor & City Council of Wichita, Kans., v., 9 I. C. C., 558.**

See Mayor & City Council of Wichita, Kans., v. A., T. & S. F. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co., Mayor & City Council of Wichita, Kans., v., 9 I. C. C., 569.**

**Chicago, Rock Island & Pacific Ry. Co., Menasha Woodenware Co. v., 11 I. C. C., 666.**

**Chicago, Rock Island & Pacific Ry. Co., Minneapolis Threshing Machine Co. v., (4634), 28 I. C. C., 712.**

**Chicago, Rock Island & Pacific Ry. Co. et al., Minnesota & Iowa Elevator Co. v., 18 I. C. C., 624.**

**Chicago, Rock Island & Pacific Ry. Co., Minn. Threshing Machine Co. v., 13 I. C. C., 128.**

See Minn. Threshing Machine Co. v. C., R. I. & P. Ry. Co.

**Chicago, Rock Island & Pacific Ry. Co. et al., Moise Bros. Co. v., 16 I. C. C., 550.**

See Moise Bros. Co. v. C., R. I. & P. Ry. Co.

**Chicago, Rock Island & El Paso Ry. Co., Moise Bros. v. (1164), 13 I. C. C., 681.**

**Chicago, Rock Island & Pacific Ry. Co. et al., Monarch Milling Co. v., 17 I. C. C., 1.**

**Chicago, Rock Island & Pacific Ry. Co., Moon, Edgar F., v., 20 I. C. C., 672.**

**Chicago, Rock Island & Pacific Ry. Co., Moore Hardware & Iron Co. v. (U. R. A-134), 27 I. C. C., 711.**

**Chicago, Rock Island & Pacific Ry. Co., Morey Mercantile Co. v. (U. R. A-156), 2 I. C. C., 715.**

**Chicago, Rock Island & Pacific Ry. Co., Murphy, Wasey & Co. v., 5 I. C. C., 122.**

See Murphy, Wasey & Co. v. Wabash R. R. Co.

**Chicago, Rock Island & Pacific Ry. Co., Muse Bros. Co. v., 20 I. C. C., 235.**

- Chicago, Rock Island & Pacific Ry. Co., New England Electric Co. v.**, 28 I. C. C., 418.
- Chicago, Rock Island & Pacific Ry. Co., New Orleans Board of Trade v.**, 26 I. C. C., 712.
- Chicago, Rock Island & Pacific R. R. Co., New York Central & Hudson River R. R. Co. v.**, 1 I. C. C., 86.
- Chicago, Rock Island & Pacific Ry. Co., Northern Coal & Coke Co. v.**, 22 I. C. C., 660.
- Chicago, Rock Island & Pacific Ry. Co., Ocheltree Grain Co. v.**, 13 I. C. C., 238.
- Chicago, Rock Island & Pacific Ry. Co., Ohsman & Effron v.**, 12 I. C. C., 63.
- Chicago, Rock Island & Pacific Ry. Co., Oklahoma & Arkansas Coal Traffic Bureau v.**, 14 I. C. C., 216.
- See *Okla. & Ark. Coal Traffic Bureau v. C., R. I. & P. Ry. Co.*
- Chicago, Rock Island & Pacific Ry. Co., Oklahoma Mill Co. v.**, 13 I. C. C., 214.
- See *Haines v. C., R. I. & P. Ry. Co.*
- Chicago, Rock Island & Pacific Ry. Co., Omaha Grain Exchange v.**, 28 I. C. C., 680.
- Chicago, Rock Island & Pacific Ry. Co., Orient Cotton Products Co. v.** (1566), 13 I. C. C., 685.
- Chicago, Rock Island & Pacific Ry. Co., Ottumwa Bridge Co. v.**, 14 I. C. C., 121.
- See *Ottumwa Bridge Co. v. C., M. & St. P. Ry. Co.*
- Chicago, Rock Island & Pacific Ry. Co. et al., Ottumwa Lime & Cement Co. v.**, 29 I. C. C., 655.
- Chicago, Rock Island & Pacific Ry. Co. et al., Pleasant Hill Lumber Co. v.**, 16 I. C. C., 335.
- Chicago, Rock Island & Pacific Ry. Co. et al., Port Huron Engine & Thresher Co. v.**, 18 I. C. C., 621.
- Chicago, Rock Island & Pacific Co., Potts v.** (5798), 28 I. C. C., 718.
- Chicago, Rock Island & Pacific Ry. Co., Puget Sound Iron & Steel Works v.** (U. R. A-249), 27 I. C. C., 728.

**Chicago, Rock Island & Pacific Ry. Co. et al., Reeder, C. W., v.,** 18 I. C. C., 608.

**Chicago, Rock Island & Pacific Ry. Co., George Rice v.,** 5 I. C. C., 193.

See *Rice v. Cinn., Wash. & Balt. R. R. Co.*

**Chicago, Rock Island & Pacific Ry. Co. et al., Rutland, W. W. & E. L., v.,** 18 I. C. C., 509.

**Chicago, Rock Island & Pacific Ry. Co., Schowalter & Co. v.,** 13 I. C. C., 214.

See *Haines v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., F. Schumacher Milling Co. v.,** 6 I. C. C., 61.

**Chicago, Rock Island & Pacific Ry. Co., Scott-Mayer Commission Co. v.,** 28 I. C. C., 529.

**Chicago, Rock Island & Pacific Ry. Co., Souers & Langdon v. (1360),** 13 I. C. C., 684.

**Chicago, Rock Island & Pacific Ry. Co. et al., Shaffer, J. C. & Co. v.,** 21 I. C. C., 8.

See *Shaffer & Co. v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co. et al., South Omaha Live Stock Exchange v.,** 18 I. C. C., 614.

**Chicago, Rock Island & Pacific Ry. Co., Southern Kansas Millers Commercial Club v.,** 15 I. C. C., 605.

**Chicago, Rock Island & Pacific Ry. Co., Southwestern Millers League v.,** 26 I. C. C., 245.

See *Southwestern Millers League v. St. L. & S. F. R. R. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Standard Pharmacal Co. v. (U. R. A-111),** 27 I. C. C., 708.

**Chicago, Rock Island & Pacific Ry. Co., Stark v. (1131),** 29 I. C. C., 701.

**Chicago, Rock Island & Pacific Ry. Co., State of Oklahoma v.,** 14 I. C. C., 147.

**Chicago, Rock Island & Pacific Ry. Co., State of Oklahoma v.,** 15 I. C. C., 42.

See *Oklahoma, State of, v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Stratford Coal Yard v.,** 25 I. C. C., 707.

**Chicago, Rock Island & Pacific Ry. Co., Sunderland Bros Co. v. (1320), 13 I. C. C., 682.**

**Chicago, Rock Island & Pacific Ry. Co., Territory of Oklahoma v., 12 I. C. C., 367.**

See *Territory of Oklahoma v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co. et al., Texas Grain & Elevator Co. v., 18 I. C. C., 580.**

**Chicago, Rock Island & Pacific Ry. Co., Texhoma Mill & Elevator Co. v., 26 I. C. C., 94.**

**Chicago, Rock Island & Pacific Ry. Co. et al., Tioga Coal Co. v., 18 I. C. C., 414.**

See *Tioga Coal Co. v. C., R. I. P Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co. et al., Townley Metal & Hardware Co. v., 18 I. C. C., 378.**

**Chicago, Rock Island & Pacific Ry. Co., Traffic Bureau, Merchants' Ex. of St. Louis v., 14 I. C. C., 317, 551.**

See *Traffic Bureau, etc., of St. Louis v. C., B. & Q. R. R. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Traffic Bureau, Merchants' Exchange of St. Louis v., 22 I. C. C., 496.**

See *Traffic Bureau, etc., of St. Louis v. C., B. & Q. R. R. Co.*

**Chicago, Rock Island & Pacific Ry. Co. et al., Tritch, George Hardware Co. v., 18 I. C. C., 71.**

**Chicago, Rock Island & Pacific Ry. Co., United States Gypsum Co. v., 26 I. C. C., 715.**

**Chicago, Rock Island & Pacific Ry. Co. et al., Virginia-Carolina Chemical Co. v., 18 I. C. C., 3.**

See *Virginia-Carolina Chemical Co. v. C., R. I. & P. Ry. Co.*

**Chicago, Rock Island & Pacific Ry. Co., Washington Broom & Woodenware Co. v., 15 I. C. C., 219.**

**Chicago, Rock Island & Pacific Ry. Co. et al., Winnfield Commercial Club v., 21 I. C. C., 663.**

**Chicago, Rock Island & Pacific Ry. Co., Woods-Evertz Stove Co. v. (U. R. A-469), 29 I. C. C., 726.**



**Chicago, St. Louis & Pitta. R. R. Co., Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. v.**, 3 I. C. C., 223.

**Chicago, St. Paul & Kansas City Ry. Co., In re**, 2 I. C. C., 231.

*Cited*: In re Passenger Tariffs and Rate Wars, 2 I. C. C., 524.

*Cited and followed*: Mary O. Stone et al. v. Det., Gr. H. & M. Ry. Co., 3 I. C. C., 632.

*Cited*: Poughkeepsie Iron Co. v. N. Y. C. & H. R. R. Co., 4 I. C. C., 211.

*Cited*: Burnham-Hanna-Munger Co. v. C., R. I. & P. Ry. Co., 14 I. C. C., 307.

The purpose of Congress in the act to regulate commerce was to protect the public from extortionate rates on the part of the carriers, and not to prevent carriers from transporting persons and property at low rates, and Commission has no power to require one carrier to raise its rates to suit a rival.

*Cited*: H. McManan & E. B. Harrington v. G. T. R. Co., Can., et al., 3 I. C. C., 259.

*Cited*: Mnfrs.' & Jobbers' Union of Mankato v. Min. & St. L. Ry. Co., 4 I. C. C., 83.

*Quoted*: Marten v. L. & N. R. Co., 9 I. C. C., 599.

It is not the theory of the Act to regulate commerce that the reasonableness of rates can be separately and independently determined. On the contrary, it is assumed in the Act that persons, corporations and localities are interested, not only in the rates charged to them, but in the rates which are charged to others also, and while Act does not require all rates to be proportional, it nevertheless makes the element of proportion an important one when the rates for any locality are to be determined. No rates can, therefore, be reasonable in and of themselves, within the contemplation of the Act, which are made regardless of proportion.

*Quoted*: Mnfrs.' & Jobbers' Union of Mankato v. Minn. & St. L. Ry. Co., 4 I. C. C., 84.

"If they (carriers) deliberately proceed to destroy each other, the law must take care that in doing so they injure as little as possible individuals and communities dependent upon them for transportation facilities."

*Cited*: R. R. Com. of Georgia v. Clyde Steamship Co., 5 I. C. C., 400.

*Distinguished*: Geo. Tileston Mill Co. v. N. P. R. Co., 8 I. C. C., 358.

It was made to appear that the lower rate was caused by what the respondent termed unfair competition by the competing line, and the evidence tended strongly to show that the long haul rate was unreasonably low.

*Cited*: Gerke Brew. Co. v. L. & N. R. Co. et al., 5 I. C. C., 608.

*Cited:* Matter of Alleged Violations of Fourth Section, 7 I. C. C., 63.

If railroad competition should be considered as justifying the exceptional rate in every case where the term is applied, any railroad might by its actions absolve a competitor from its obligations under the law and be itself absolved in return. The legislature never intended this consequence; it did not intend that carriers subject to the law should at pleasure make the rules of the statute ineffectual.

*Cited:* Com. Club of Omaha v. Chicago, R. I. & P. R. Co., 6 I. C. C., 678.

*Cited:* Savannah Bureau of Frt. Trans. v. C. & S. R. Co., 7 I. C. C., 475.

If the proof were sufficient to authorize the finding that the Kansas City rates are unreasonably low, we have held that fact does not render them "illegal in a sense that will authorize the Commission to prohibit their being made."

**Chicago, St. Paul & Kansas City Ry. Co., Beaver & Co. v., 4 I. C. C., 733.**

See Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.

**Chicago, St. Paul & Kansas City Ry. Co., Eau Claire Board of Trade v., 5 I. C. C., 264.**

See Eau Claire B'd of Tr'd v. C., M. & St. Paul Ry. Co.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., American Grass Twine Co. v., 12 I. C. C., 141.**

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., Bearman Fruit Co. v., 21 I. C. C., 674.**

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Business Men's Association of the State of Minnesota v., 2 I. C. C., 52.**

See Business Men's Asso., etc., v. Chic., St. P., Minn. & O. Ry. Co.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Chamber of Commerce of Minneapolis, Minn., v., 5 I. C. C., 571.**

See Chamber of Com. of Minneapolis v. Gt. No. Ry. Co.

**Chicago, St. Paul, Minn. & Omaha Ry. Co., Chamber of Comm. of Milwaukee v., 7 I. C. C., 481.**

See Chamber of Commerce of the City of Milwaukee v. Chicago, Milwaukee & St. Paul Ry. Co.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Chicago Live Stock Ex. v.,**  
10 I. C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Crane v. (U. R. A-225),**  
27 I. C. C., 724.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., Delray Salt Co. v.,**  
16 I. C. C., 507.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., Dickinson, Albert Co.**  
v., 17 I. C. C., 627.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Drummond & Southwestern Ry. Co. v.,**  
21 I. C. C., 567.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., Duluth & Iron Range R. R. Co. v.,**  
18 I. C. C., 485.

See *Duluth & Iron Range R. R. Co. v. C., St. P., M. & O. Ry. Co.*

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., Duluth Log Co. v.,**  
16 I. C. C., 38.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Duluth Shingle Co. v.,**  
10 I. C. C., 489.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Eau Claire Board of Trade v.,**  
5 I. C. C., 264.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Ford Mfg. Co. v.,**  
23 I. C. C., 716.

**Chicago, St. Paul, Minneapolis & Omaha R. R. Co., M. A. Fulton v.,**  
1 I. C. C., 104.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Gadow v.,**  
29 I. C. C., 457.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Gordon & Ferguson v.,**  
25 I. C. C., 715.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., A. J. Gustin v.,**  
8 I. C. C., 277.

See *Gustin v. A., T. & S. F. Ry. Co.*

**Chicago, St. Paul, Minneapolis & Omaha R. R. Co., F. D. Harding v.,**  
1 I. C. C., 104.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Healy & Towle v.,**  
25 I. C. C., 710.

- Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Charles H. Johnson v.,** 9 I. C. C., 221.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., Kaiser, John H. Lumber Co. v.,** 19 I. C. C., 607.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Keogh v.,** 26 I. C. C., 73.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Lagomarcino-Grupe Co. v.,** (U. R. A-122), 27 I. C. C., 710.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co., McCall-Dinsmore Co. v.,** (U. R. A-342), 28 I. C. C., 733.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Macbride Coal & Coke Co. v.,** 13 I. C. C., 571.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Miller & Co. v.,** (U. R. A-133), 27 I. C. C., 711.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Miller & Co. v.** (U. R. A-462, A-539), 29 I. C. C., 725, 735.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., Minneapolis Threshing Machine Co. v.,** 16 I. C. C., 193.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., Minneapolis Threshing Machine Co. v.,** 17 I. C. C., 189.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., National Pole Co. v.,** 18 I. C. C., 618.
- See **National Pole Co. v. St. P., M. & O. Ry. Co.**
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co., National Pole Co. v.,** 22 I. C. C., 378.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Nield v.,** 12 I. C. C., 202.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., Pleasant Hill Lumber Co. v.,** 16 I. C. C., 335.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Running, S., v.,** 19 I. C. C., 565.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Slimmer & Thomas v.,** 14 I. C. C., 525.
- Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., Stacy, E. P & Sons v.,** 21 I. C. C., 674.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., State of Iowa v.,** 28 I. C. C., 64, 76.

See *State of Iowa v. C., St. P., M. & O. Ry. Co.*  
See also *In re Interior Iowa Cities case.*

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., State of Iowa v.,** 29 I. C. C., 536, 539.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Trier v.,** 30 I. C. C., 352, 707.

See *Trier v. C., St. P., M. & O. Ry. Co.*

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., West Coast Shingle Co. v.,** 23 I. C. C., 718.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., Wisconsin Pearl Button Co. v.,** 16 I. C. C., 80.

**Chicago, St. Paul, Minneapolis & Omaha Ry. Co., Yuba Construction Co. v.,** (U. R. A-239), 27 I. C. C., 726.

**Chicago, Santa Fe & California Ry. Co., Board of Trade of City of Chicago v.,** 4 I. C. C., 158.

See *Chicago Board of Trade v. Chicago & Alton R. R. Co.*

**Chicago, Santa Fe & California Ry. Co., Samuel Matthews v.,** 5 I. C. C., 299.

See *Anthony Salt Co. v. Mo. Pac. Ry. Co.*

**Chicago Sash & Door Assoc. v. Norfolk & Western Ry. Co.,** 14 I. C. C., 594.

*Cited:* *Bluefield Shippers' Asso. v. N. & W. Ry. Co.,* 22 I. C. C., 525.

*Cited:* *West Virginia Rail Co. v. B. & O. R. R. Co.,* 26 I. C. C., 625.

Competitive conditions exist at Roanoke which compel the observance of the present rates do not obtain at points farther west.

**Chicago Switching Charge,** 28 I. C. C., 677.

See *In re Advances, Chicago Switching Charges.*

**Chicago Terminal Transfer Co. et al., Standard Oil Co. v.,** 21 I. C. C., 460.

**Chicago, Terre Haute & Southeastern Ry. Co., Barnes Grocer Co. v.,** 24 I. C. C., 707.

**Chicago, Terre Haute & Southeastern Ry. Co., Clark Coal & Coke Co. v.,** (U. R. A-198), 27 I. C. C., 720.

**Chicago, Wilmington & Vernillion Coal Co. v. C., B. & Q. R. Co.,** 23 I. C. C., 13.

*Cited:* Cancellation of Joint Rates C., Z. & G. R. R. Co., 27 I. C. C., 357.

The Zeigler road had been operated by the Leiter interests under an individual agreement that the mining company should receive half the profits and sustain half the losses of operation of the road.

**Chicago, Zeigler & Gulf R. R. Co. Cancellation of Joint Rates,** 27 I. C. C., 353.

**Chickasaw Compress Co. v. Gulf, Colorado & Santa Fe Railway Co.,** 13 I. C. C., 187.

*Cited:* Kansas City Trans. Bu. v. A., T. & S. F. Ry. Co., 15 I. C. C., 496.

The Commission has declined to require free out-of-line hauls.

**Chilton Malting Co. v. Chicago, Milwaukee & St. Paul Ry. Co.,** 16 I. C. C., 10.

**China & Japan Trading Co., Ltd., v. Georgia R. R. Co.,** 12 I. C. C., 236.

*Followed:* Enterprise Mfg. Co. v. Ga. R. Co., 12 I. C. C., 452, 456.

The rate of \$1.25 per 100 pounds from southern cotton mills to Asiatic ports, approved again.

*Cited:* Southern Fur. Mfrs.' Asso. v. S. Ry. Co., 25 I. C. C., 387.

Rates from New England to Orient through Pacific ports might properly be less than from points in Georgia and South Carolina.

**Chippewa Valley & Northern Ry. Co. v. M., St. P. & S. Ste. M. R. Co.,** 24 I. C. C., 634.

*Cited:* Cancellation of Joint Rates, C., Z. & G. R. R. Co., 27 I. C. C., 365.

The cited case is in point in that it involved the cancellation of joint rates in connection with a carrier whose status had been rendered doubtful by the tap line case. It is a road of greater length than the Zeigler road, owns locomotives and other equipment, engages in mail, express, and passenger business and has been expressly held by the Commission to be a common carrier engaged in transportation subject to the act.

**Choctaw, Oklahoma & Texas R. R. Co., Cattle Raisers' Asso. v.,** 11 I. C. C., 296.

See Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

**Christian, Beasley & Co. v. Old Dominion Steamship Co.**, 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

**Christian, L. & Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 20 I. C. C., 669.

**Christy Fire Clay Co. v. M. P. R. Co.** (U. R. A-125), 27 I. C. C., 710.

**Churchill Grain & Seed Co. v. W. S. R. R. Co.** (U. R. A-373), 28 I. C. C., 737.

**Cincinnati & Columbus Traction Co. v. Baltimore & Ohio Southwestern R. R. Co.**, 20 I. C. C., 486.

Steam railroad companies directed to establish certain switch connections with electrically operated interurban line.

**Baltimore & Ohio Southwestern R. R. Co. v. United States.**

195 Fed. 962. April 9, 1912.

Commerce Court No. 60. Archbald, J.

Enforcement of Commission's order temporarily enjoined on the ground that the Cincinnati & Columbus Traction Company is not a lateral branch line of railroad.

**Baltimore & Ohio Southwestern R. R. Co. v. United States.**

Not reported. April 19, 1912.

Commerce Court No. 60.

Commission's order held to be invalid on the ground stated upon the issuance of the temporary injunction.

**United States v. Baltimore & Ohio Southwestern R. R. Co.**

226 U. S. 14. November 11, 1912. Holmes, J.

Commission's order held to be invalid on the ground that the Cincinnati & Columbus Traction Company is not a lateral branch line of railroad within the meaning of section 15.

*Cited:* Com. Club of Superior, Wis., v. G. N. Ry. Co., 24 I. C. C., 113.

*Cited:* Blakely So. R. R. Co. v. A. C. L. R. R. Co., 26 I. C. C., 349.

The Commission will not ordinarily lend its aid to an effort by one carrier to secure traffic that is reasonably tributary to another line by compelling the latter to join with it in through routes and joint rates.

*Cited:* St. L., S. & P. R. R. v. P. & P. U. Ry. Co., 26 I. C. C., 230.

The Commission held the complainant in cited case to be a lateral branch line and required defendants to make and operate a switch connection with the complainant and to maintain through routes and joint rates to and from certain points on complainant's lines.

*Cited:* Louisville Board of Trade v. I. C. & So. Traction Co., 27 I. C. C., 499.

Cited as instance of case where an electric line sought through routes and joint rates with a steam carrier.

**Cincinnati & Muskingum Valley R. R. Co., Cincinnati Chamber of Commerce & Merchants' Exchange v.**, 10 I. C. C., 378.

See Cinn. Chamber of Commerce & Merchants' Ex. v. Baltimore & Ohio Southwestern R. R. Co.

**Cincinnati & Muskingum Valley R. R. Co. et al., Ludowici-Celadon Co. v.**, 21 I. C. C., 667.

**Cincinnati & Muskingum Valley R. R. Co. et al., Ludowici-Celadon Co. v.**, 21 I. C. C., 673.

**Cincinnati & Muskingum Valley R. R. Co., John H. Parks v.**, 10 I. C. C., 47.

**Cincinnati Northern R. R. Co., Western Ohio Creamery Co. v.** (5613), 28 I. C. C., 715.

**Cincinnati, B. & C. R. R. Co., Lindsay Bros. v.** (U. R. A-230), 27 I. C. C., 725.

**Cincinnati Chamber of Commerce & Merchants' Exchange v. Baltimore & Ohio Southwestern R. R. Co.**, 10 I. C. C., 378.

*Cited and distinguished:* New York Team Owners' Asso. v. So. Pac. Co., 12 I. C. C., 208.

A shipper or shippers' organization may complain of preference in the provision of station facilities even to extent of alleging unlawful preference in favor of shippers at other places through an early closing rule for the station in the city or town where the complainant resides. But instant case is a complaint by an association of draymen who are not shippers and therefore can have no interest in the rate or services rendered by the carriers.

**Cincinnati, Georgetown & Portsmouth R. R. Co., Cincinnati Chamber of Commerce & Merchants' Exchange v.**, 10 I. C. C., 378.

See Cinn. Chamber of Commerce & Merchants' Ex. v. Baltimore & Ohio R. R. Co.

**Cincinnati, Hamilton & Dayton R. R. Co., Re**, 6 I. C. C., 323.

**Cincinnati, Hamilton & Dayton R. R. Co., Andrews Soap Company v.**, 4 I. C. C., 41.

See Andrews Soap Co. v. Pitts., Cinn. & St. L. Ry. Co.



**Cincinnati, Hamilton & Dayton R. R. Co., Beaver & Co. v.**, 4 I. C. C., 733.

See *Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.*

**Cincinnati, Hamilton & Dayton Ry. Co., Brownell Co. v.** (5451), 30 I. C. C., 712.

**Cincinnati, Hamilton & Dayton Ry. Co., Century Mfg. Co. v.**, 23 I. C. C., 719.

**Cincinnati, Hamilton & Dayton Ry. Co., Charlotte Shippers' Asso. v.**, 11 I. C. C., 108.

*Charlotte Shippers' Asso. v. S. Ry. Co.*

**Cincinnati, Hamilton & Dayton R. R. Co., Chicago Freight Bureau v.**, 6 I. C. C., 195.

See *Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.*

**Cincinnati, Hamilton & Dayton Ry. Co., Cincinnati Chamber of Commerce & Merchants' Exchange v.**, 10 I. C. C., 378.

See *Cinn. Chamber of Commerce & Merchants' Ex. v. Baltimore & Ohio S. W. R. R. Co.*

**Cincinnati, Hamilton & Dayton Ry. Co., Clark & Henery Construction Co. v.** (U. R. A-183), 27 I. C. C., 718.

**Cincinnati, Hamilton & Dayton Ry. Co. et al., Crane Bros. v.**, 16 I. C. C., 571.

**Cincinnati, Hamilton & Dayton Ry. Co., James E. Eaton v.**, 11 I. C. C., 619.

See *Eaton v. C., H. & D. Ry. Co.*

**Cincinnati, Hamilton & Dayton Ry. Co. et al., Fuller & Johnson Manufacturing Co. v.**, 20 I. C. C., 667.

**Cincinnati, Hamilton & Dayton Ry. Co., Gallogly & Firestine v.**, 11 I. C. C., 1.

**Cincinnati, Hamilton & Dayton Ry. Co., Globe-Wernicke Co. v.**, 11 I. C. C., 156.

**Cincinnati, Hamilton & Dayton Ry. Co., Hartzell v.** (U. R. A-415), 29 I. C. C., 719.

**Cincinnati, Hamilton & Dayton Ry. Co. et al., Hopkins, John D., v.**, 17 I. C. C., 615.

**Cincinnati, Hamilton & Dayton Ry. Co., Kellogg Switchboard & Supply Co. v.**, 25 I. C. C., 711.

**Cincinnati, Hamilton & Dayton Ry. Co. et al., Kingman & Co. v.**, 17 I. C. C., 623.

**Cincinnati, Hamilton & Dayton Ry. Co., National Hay Asso. v.**, 9 I. C. C., 264.

**Cincinnati, Hamilton & Dayton Ry. Co. et al., Oldbury Electro-Chemical Co. v.**, 18 I. C. C., 628.

**Cincinnati, Hamilton & Dayton Ry. Co. et al., Pioneer Pole & Shaft Co. v.**, 18 I. C. C., 618.

**Cincinnati, Hamilton & Dayton R. R. Co., Proctor & Gamble v.**, 4 I. C. C., 87, 443.

See Proctor & Gamble v. C., H. & D. R. R. Co.

**Cincinnati, Hamilton & Dayton Ry. Co., Proctor & Gamble Co. v.**, 9 I. C. C., 440.

See Proctor & Gamble Co. v. C., H. & D. Ry. Co.

**Cincinnati, Hamilton & Dayton Ry. Co., Proctor & Gamble Co. v.**, 19 I. C. C., 556.

See Proctor & Gamble Co. v. C., H. & D. Ry. Co.

**Cincinnati, Hamilton & Dayton Ry. Co. et al., Stockbridge Elevator Co. v.**, 21 I. C. C., 664.

**Cincinnati, Hamilton & Dayton Ry. Co., Suffern, Hunt & Co. v.**, 7 I. C. C., 255.

See Suffern, Hunt & Co. v. Indiana, Decatur & Western Ry. Co.

**Cincinnati, Hamilton & Dayton Ry. Co., Weinhard Brewery v. (5477).** 29 I. C. C., 711.

**Cincinnati, Hamilton & Dayton Ry. Co., Weisse & Co. v.**, 29 I. C. C., 374.

**Cincinnati, Hamilton & Dayton Ry. Co., Wilmington Tariff Association of Wilmington, North Carolina, v.**, 9 I. C. C., 118.

See Wilmington Tariff Asso. v. C., P. & Va. R. R. Co.

**Cincinnati, Hamilton & Indianapolis R. R. Co., Harvey Bates v.**, 4 I. C. C., 281.

See Bates v. Penn. R. R. Co.

**Cincinnati, Indianapolis, St. Louis & Chicago Ry. Co., George Rice v.,** 5 I. C. C., 193.

See *Rice v. Cinn., Wash. & Balt. R. R. Co.*

**Cincinnati, Jackson & Mackinaw Ry. Co., Tecumseh Celery Co. v.,** 5 I. C. C., 663.

**Cincinnati, Lebanon & Northern Ry. Co., Cincinnati Chamber of Commerce & Merchants' Exchange v.,** 10 I. C. C., 378.

See *Cincinnati Chamber of Commerce & Merchants' Ex. v. Baltimore & Ohio S. W. R. R. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., American Fruit Union of Cincinnati, Ohio, v.,** 12 I. C. C., 411.

See *American Fruit Union of Cincinnati v. C., N. O. & T. P. Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Bancroft-Whitney Co. v.,** 24 I. C. C., 557.

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Board of Trade of Chattanooga, Tenn., v.,** 5 I. C. C., 546.

See *Board of Trade, Chattanooga, v. E. Tenn., Va. & Ga. Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Board of Trade of Troy, Ala., v.,** 6 I. C. C., 1.

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Board of Railroad Commissioners of the State of Kentucky v.,** 7 I. C. C., 380.

**Cincinnati, New Orleans & Texas Pacific Ry. Co. et al., Buffalo Oil Co. v.,** 20 I. C. C., 663.

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Card Lumber Co. v. (U. R. A-591),** 30 I. C. C., 722.

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Central Yellow Pine Association v.,** 10 I. C. C., 505.

See *Central Yellow Pine Asso. v. Illinois Central R. R. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Chamber of Commerce of Chattanooga v.,** 10 I. C. C., 111.

See *Chamber of Commerce of Chattanooga v. Southern Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Chamber of Commerce, Freight Bureau of Macon, Ga., v.,** 30 I. C. C., 477.

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Charlotte Shippers' Asso. v.,** 11 I. C. C., 108.

See *Charlotte Shippers' Asso. v. S. Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Chicago Freight Bureau v.,** 6 I. C. C., 195.

See *Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Cincinnati Chamber of Commerce & Merchants' Exchange v.,** 10 I. C. C., 378.

See *Cincinnati Chamber of Commerce & Merchants' Ex. v. Baltimore & Ohio S. W. R. R. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Dewey Brothers Co. v.,** 11 I. C. C., 481.

See *Dewey Bros. Co. v. B. & O. R. R. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., J. K. Farrar v.,** 11 I. C. C., 632.

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Freight Bureau of Chamber of Commerce of Macon, Ga., v.,** 27 I. C. C., 263.

See *Chamber of Com., Macon, Ga., v. C., N. O. & T. P. Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Freight Bureau of the Cincinnati Chamber of Commerce v.,** 6 I. C. C., 195.

See *Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Freight Bureau of the Cincinnati Chamber of Commerce v.,** 7 I. C. C., 180.

See *Freight Bureau of the Cinn. Chamber of Com. v. Cincinnati, New Orleans & Texas Pacific Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Holmes & Co. v.,** 8 I. C. C., 570.

**Cincinnati, New Orleans & Texas Pacific Ry. Co., James & Mayer Buggy Co. v.,** 4 I. C. C., 744.

See *James & Mayer Buggy Co. v. C., N. O. & T. P. Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., New Orleans Cotton Exchange v.**, 2 I. C. C., 375.

See *New Orleans Cotton Exchange v. Cinn., N. O. & T. Pac. Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., New Orleans Cotton Exchange v.**, 3 I. C. C., 534.

See *New Orleans Cotton Exchange v. Cinn., N. O. & T. Pac. Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Peerless Woolen Mills v.**, 23 I. C. C., 718.

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Phillips, Bailey & Co. v.**, 8 I. C. C., 93.

See *Phillips, Bailey & Co. v. Louisville & Nashville R. R. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., R. R. Commission of Georgia v.**, 5 I. C. C., 324, 325, 326.

See *R. R. Com. of Ga. v. Clyde S. S. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co. et al., Receivers' & Shippers' Association of Cincinnati v.**, 18 I. C. C., 440.

See *Receivers' & Shippers' Association of Cincinnati v. C., N. O. & T. P. Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., George Rice v.**, 1 I. C. C., 503.

See *Rice v. L. & N. R. R. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., George Rice v.**, 4 I. C. C., 228.

See *Rice v. A., T. & S. F. Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Southern Paint & Glass Co. v.**, 6 I. C. C., 884.

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Rosenbaum Bros v.**, 22 I. C. C., 62.

See *Rosenbaum Bros. v. C., N. O. & T. P. Ry. Co.*

**Cincinnati, New Orleans & Texas Pacific Ry. Co. et al., Southern Queen Range Co. v.**, 21 I. C. C., 608.

**Cincinnati, New Orleans & Texas Pacific Ry. Co., Zwick & Greenwald Wheel Co. v. (U. R. A-259)**, 27 I. C. C., 729.

**Cincinnati Northern R. R. Co., Cincinnati Chamber of Commerce & Merchants' Exchange v.**, 10 I. C. C., 378.

See Cincinnati Chamber of Commerce & Merchants' Exchange v. Baltimore & Ohio Southwestern R. R. Co.

**Cincinnati Northern R. R. Co., Crampton, Ira E. & Sons v.**, 19 I. C. C., 601.

See Crampton v. C. N. R. R. Co.

**Cincinnati Northwestern Ry. Co., Cincinnati Chamber of Commerce & Merchants' Exchange v.**, 10 I. C. C., 378.

See Cincinnati Chamber of Commerce & Merchants' Exchange v. Baltimore & Ohio Southwestern R. R. Co.

**Cincinnati, Portsmouth & Virginia R. R. Co., Wilmington Tariff Asso. of Wilmington, N. C., v.**, 9 I. C. C., 118.

See Wilmington Tariff Asso. v. Cinn., P. & Va. R. R. Co.

**Cincinnati Receivers' & Shippers' Association, Cincinnati, New Orleans & Texas Pacific Ry. Co. v.**, 18 I. C. C., 440.

See Receivers' & Shippers' Asso. of Cincinnati v. C., N. O. & T. P. Ry. Co.

**Cincinnati Southern Ry. Co., R. R. Comm. of Georgia v.**, 5 I. C. C., 325, 326.

See R. R. Com. of Ga. v. Clyde S. S. Co.

**Cincinnati, Washington & Baltimore R. R. Co., Andrews Soap Co. v.**, 4 I. C. C., 41.

See Andrews Soap Co. v. Pitts., Cinn. & St. L. Ry. Co.

**Cincinnati, Washington & Baltimore R. R. Co., Proctor & Gamble v.**, 4 I. C. C., 87, 443.

See Proctor & Gamble v. C., H. & D. R. R. Co.

**Cincinnati, Washington & Baltimore R. R. Co., George Rice v.**, 3 I. C. C., 186.

**Cincinnati, Washington & Baltimore R. R. Co., George Rice v.**, 5 I. C. C., 193.

See Rice v. Cinn., Wash. & Balt. R. R. Co.

**Cisco, C., v. Chicago, Rock Island & Pacific Ry. Co.**, 26 I. C. C., 711.

**Cist, Charles M., v. Michigan Central R. R. Co.**, 10 I. C. C., 217.

**Citico Furnace Co. v. L. & N. R. Co.**, 24 I. C. C., 710.

**Citizens' Asso. of Anacostia v. B. & O. R. Co.**, 25 I. C. C., 411.

See *Anacostia Citizens' Asso. v. B. & O. R. R. Co.*

**Citizens' Asso. of Virginia Highlands v. W.-V. Ry. Co.**, 30 I. C. C., 593.

**Citizens' League of Baker City v. O. R. & N. Co.**, 26 I. C. C., 707.

**Citizens of Falls Church, Va., v. W.-V. Ry. Co.** (U. R. A-616), 30 I. C. C., 725.

**Citizens of Silver Spring, Md., v. W. R. & E. Co.**, 26 I. C. C., 708.

**Citizens of Somerset v. W. R. & E. Co.**, 22 I. C. C., 22 I. C. C., 187.

**Citizens' Steamboat Co., Board of Trade of Troy, Ala., v.**, 6 I. C. C., 1.

See *Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.*

**City & Suburban Ry. of Washington, Silvester v.**, 22 I. C. C., 201.

**City Council of Atchison, Kansas, v. Missouri Pacific Ry. Co.**, 12 I. C. C., 111, 254.

*Cited*: *Cattle Raisers' Asso. v. C., B. & Q. R. Co.*, 12 I. C. C., 515.

*Cited*: *Traffic Bureau v. C., B. & Q. R. R. Co.*, 22 I. C. C., 499.

*Cited*: *Richmond Chamber of Commerce v. S. A. L. Ry. Co.*, 30 I. C. C., 557.

Where defendants had for a long time treated certain Missouri River points as entitled to common rates and facilities and had thereby built up grain markets at these points, they must afford at one the same services in handling grain which they accord at others.

*Cited*: *Traffic Bu. Mers.' Ex. v. C., B. & Q. R. Co.*, 14 I. C. C., 321.

An elevation allowance by one railroad at Omaha or Kansas City would force a similar payment by competing carriers, and if a carrier pays this charge at Kansas City, it cannot decline to pay it at Atchison.

*Cited*: *Washer Grain Co. v. M. P. Ry. Co.*, 15 I. C. C., 151, 157, 158.

A suit for reparation growing out of former case holding certain payments for elevation should be made, when like payments were being made at other points.

**City Gas Company of Norfolk v. Baltimore & Ohio R. R. Co.**, 11 I. C. C., 371

**City of Ashland v. New York Central & Hudson River R. R. Co. et al.**, 20 I. C. C., 3.

*Cited*: *Escanaba Business Men's Asso. v. A. A. R. R. Co.*, 24 I. C. C., 17.

The act has not invested the Commission with authority to compel lake lines to run their boats to Ashland, the boat line may operate to

Duluth and refuse to operate to Ashland, and defendants may exact higher rates to Ashland than to Duluth as compensation for the additional rail haul to the former point.

**City of Camilla, Ga., v. A. C. L. R. R. Co.,** 28 I. C. C., 433.

**City of Crawford v. O.-W. R. & N. Co.,** 25 I. C. C., 259.

**City of Crawford v S. P. Co.,** 25 I. C. C., 259.

**City of Crawford v. W. W. V. R. Co.,** 25 I. C. C., 259.

**City of Crawford v. C. & N. W. R. Co.,** 25 I. C. C., 259.

**City of Montezuma, Ga, v. Central of Georgia Ry. Co.,** 28 I. C. C., 280.

*Followed:* Pelham, Ga., v. A. C. L. R. R. Co., 28 I. C. C., 438.  
Effective date of order set as February 1, 1914.

*Cited:* Douglas, Ga., v. A., B. & A. R. R. Co., 28 I. C. C., 451.  
The application of basing-point system of making rates considered.

**City of Santa Monica, Cal., v. Southern Pacific Co. et al.,** 19 I. C. C., 606.

**City of Spokane, Wash., v. Northern Pacific Ry. Co.,** 15 I. C. C., 376.

*Cited:* George J. Kindel v. N. Y., N. H. & H. R. R. Co., 15 I. C. C., 555.

The class rates from the Missouri River to Denver and from Denver to Utah common points held unreasonable.

*Cited:* City of Spokane, Wash., v. No. Pac. Ry. Co., 16 I. C. C., 179.  
Certain of the defendants relieved from order temporarily.  
Petition for rehearing.

*Cited:* Fuller & Co. v. P. C. & Y. Ry. Co., 17 I. C. C., 595.  
The transcontinental rates are strongly influenced by water competition.

*Cited:* Receivers' & Shippers' Asso. v. C., N. O. & T. P. Ry. Co., 18 I. C. C., 464.

*Quoted:* Advance in Rates, 20 I. C. C., 273.

*Cited:* Advance in Grain Rates, 21 I. C. C., 25.

*Cited:* Com. Club of Superior, Wis., v. G. N. Ry. Co., 24 I. C. C., 102.

The reasonableness of a rate between two points, served by two or more carriers, cannot be determined by consideration alone of that line which is shortest and most favorably situated as to operations, earnings, but the entire situation must be considered.

*Cited:* City of Spokane v. N. P. Ry. Co., 19 I. C. C., 163.



Class rates and 34 commodity rates from St. Paul and Chicago to Spokane considered.

*Cited:* Portland Chamber of Com. v. O. R. R. & U. Co., 19 I. C. C., 269.

The adjustment of rates is such out of Spokane that trade within a radius of 100 miles east and south, including Palouse County north of Snake River, is confined to Spokane jobbers.

*Quoted:* Morgan Grain Co. v. A. C. L. R. R. Co., 19 I. C. C., 470.

It is of first importance that one railway service should be efficient, for just in proportion as it is inadequate, industry must suffer and commerce languish.

*Cited:* City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.

The original decision in this case was reaffirmed.

*Cited:* In re Transportation of Wool, Hides and Pelts, 23 I. C. C., 153.

Rates on wool, hides and pelts not disposed of in cited case.

**City of Spokane et al v. Northern Pacific Ry. Co. et al**, 16 I. C. C., 179.

*Cited:* City of Spokane v. N. P. Ry. Co., 19 I. C. C., 164.

The order in the former case modified to relieve the Union Pacific temporarily from the effect of the order.

**City of Spokane, Wash., et al v. Northern Pacific Ry. Co. et al**, 19 I. C. C., 162.

Rates from the east to Spokane, Wash., and other points held to be unreasonable as compared with lower rates to Pacific coast points. Certain reduced rates recommended, but no order entered.

**Union Pacific R. R. Co. v. United States.**

191 Fed. 856. November 14, 1911.

Commerce Court No. 51. Mack, J.

Section 4 of the act as amended June 18, 1910, held to be constitutional; but the enforcement of the Commission's order was temporarily enjoined on the ground that the Commission is without authority to determine the relation of long and short haul rates, irrespective of absolute rates.

**Union Pacific R. R. Co. v. United States.**

Not reported. December 9, 1911.

Commerce Court No. 51.\*

\*Record forwarded to District Court for the District of Kansas upon dissolution of Commerce Court.

Commission's order held to be invalid for the reasons stated upon the issuance of the temporary injunction. No written opinion.

United States v. Union Pacific R. R. Co.

234 U. S. 495. June 22, 1914. White, C. J.

Decree of Commerce Court reversed. Case remanded to district court with directions to dismiss bill for want of equity.

*Followed:* Com. Club, Salt Lake City, v. A., T. & S. F. Ry. Co., 19 I. C. C., 223.

*Cited:* City of Spokane, Wash., v. Northern Pacific Ry. Co., 21 I. C. C., 402.

Nothing in the case presented by defendants justifying abnormal rates.

*Cited:* R. R. Com. of Nevada v. S. P. Co., 19 I. C. C., 255.

*Cited:* City of Spokane, Wash., v. Northern Pacific Ry. Co., 21 I. C. C., 402.

*Cited:* City of Spokane, Wash., v. Northern Pacific Ry. Co., 23 I. C. C., 454.

Some 600 commodity rates had been voluntarily established by the carriers, but the petition sought to have the rates reduced to a reasonable basis.

*Cited:* Portland Chamber of Com. v O. R. R. & N. Co., 19 I. C. C., 271. Two exhibits stipulated into record.

*Cited:* In re Transportation of Wool, Hides and Pelts, 23 I. C. C., 153. Rates on wool, hides and pelts not considered in cited case.

*Cited:* Colorado Mfrs.' Asso. v. A., T. & S. F. Ry. Co., 28 I. C. C., 87.

Class rates from Missouri River to Denver, short line distance 538 miles, \$1.25 per 100 pounds, first class, and from Denver to Utah common points, distance 650 miles, \$1.64 per 100 pounds, first class, held excessive and reduction suggested in conformity with principles announced in cited case.

*Cited:* Iowa State Board of R. R. Com'rs v. A. E. R. R. Co., 28 I. C. C., 197.

Class rates established to Spokane. The Missouri River, the Mississippi River, Chicago, etc., were terms used to define certain territorial groups.

*Cited:* John Taylor Dry Goods Co. v. M. P. Ry. Co., 28 I. C. C., 210.

Water competition between the Atlantic seaboard and Pacific coast terminals has forced a carload rate from eastern mills to the Pacific

coast on cotton piece goods. The competitive situation which exists between the Pacific coast cities and interior cities like Spokane, lead Commission to establish a carload rating from eastern mills to Spokane.

**City of Spokane et al. v. Northern Pacific Ry. Co. et al.**, 21 I. C. C., 400.

See also applications for relief under the fourth section No. 205, etc.

*Cited*: Long and Short Haul, Docket 1243, 22 I. C. C., 373.

Relief under the fourth section, by fixing geographical limit within which there can be no discrimination and permitting higher rates from other territory, having regard to the extent of the competition which justifies the discrimination.

*Cited*: In re Transportation of Wool, Hides and Pelts, 23 I. C. C., 153. Rates on wool, hides and pelts not considered in former cases.

*Cited*: City of Spokane, Wash., v. Northern Pacific Ry. Co., 23 I. C. C., 454.

Commodity rates considered.

*Cited*: R. R. Com. of Oregon v. S. P. Co., 24 I. C. C., 275.

The rates to Pacific coast terminals, of which Portland is one, are influenced by water competition, and on this theory lower rates are justified than to territory not so affected.

*Cited*: Lindsay & Co. v. G. N. Ry. Co., 25 I. C. C., 427.

The rates to intermediate points from Mississippi River territory fixed at 107 per cent of Pacific coast rates in cited case.

**City of Spokane v. Northern Pacific R. Co.**, 23 I. C. C., 454.

**City of Sylvester, Ga., v. Atlantic Coast Line R. R. Co.**, 28 I. C. C., 433.

**Civic & Commerce Asso. of Minneapolis v. Chicago, Milwaukee & St. Paul Ry. Co.**, 30 I. C. C., 663.

**Clapp & Co. v. American Express Co.** (U. R. A-335), 28 I. C. C., 732.

**Clark, Fred G. Co. v. Buffalo & Susquehanna Ry. Co. et al.**, 18 I. C. C., 380.

**Clark, George W., v. Illinois Central R. R. Co.**, 16 I. C. C., 604.

**Clark, S. H. H., v. Colorado Fuel & Iron Co.**, 6 I. C. C., 488.

**Clark, S. H. H., v. Milton Evans**, 6 I. C. C., 520.

See Evans v. Union Pacific Ry. Co.

**Clark & Henery Construction Co. v. Cincinnati, Hamilton & Dayton R. Co.** (U. R. A-183), 27 I. C. C., 718.

**Clark Bros. Coal Mining Co. v. Pennsylvania R. R. Co.**, 19 I. C. C., 392.

See *Jacoby v. P. R. R. Co.*

**Clark Coal & Coke Co. v. C. R. Co.**, 24 I. C. C., 718.

**Clark Coal & Coke Co. v. C., T. H. & S. E. R. Co.** (U. R. A-198), 27 I. C. C., 720.

**Clark Co. v. Lake Shore & Michigan Southern Ry. Co.**, 11 I. C. C., 558.

*Quoted*: *Coal Rates on the Stony Fork Branch*, 26 I. C. C., 173.

Every joint rate is a matter of agreement between the parties to it. This agreement must determine what rate shall be charged, what division of this rate each carrier shall receive, upon what conditions the exchange of this traffic and the adjustment of these divisions shall be conducted.

**Clark-Danforth Handle Co. v. I. C. R. R. Co.** (U. R. A-570), 30 I. C. C., 719.

**Clarke, William Wirt & Son v. Pennsylvania R. Co.**, 22 I. C. C., 657.

**Class and Commodity Rates**, 28 I. C. C., 1,

**Class and Commodity Rates to Brownsville, Tex.**, 30 I. C. C., 479.

**Class Rates of Watertown, S. Dak.**, 26 I. C. C., 625.

**Classification of Iron & Steel Window Frames & Sash**, 28 I. C. C., 500.

**Clearfield Lumber Co. et al. v. Chesapeake & Ohio Ry. Co. et al.**, 21 I. C. C., 211.

*Cited*: *Johnson & Son v. C. & O. Ry.*, 24 I. C. C., 699.

Morehead should take rates not higher than Meeks, and reparation awarded from the date the Meeks rate was reduced.

**Clearfield Lumber Co. v. N. Y., C. & St. L. Ry. Co.**, 26 I. C. C., 721.

**Cleary Bros. Co. v. Chicago & North Western Ry. Co. et al.**, 19 I. C. C., 588.

**Clemons, Horst, E. Co. v. Southern Pacific Co. et al.**, 20 I. C. C., 663.

**Clemons, C. C. Produce Co. v. A., T. & S. F. R. Co.**, 26 I. C. C., 712.

**Clemons Produce Co. v. C. & A. R. R. Co.** (U. R. A-324), 28 I. C. C., 730.

**Clemons, C. C. Produce Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 17 I. C. C., 629.

**Clemons, C. C. Produce Co. v. Great Western Ry. Co. et al.**, 19 I. C. C., 611.

**Clergymen & Persons Engaged in Charitable Work, In re Passes to**, 15 I. C. C., 45.

**Cleveland, Akron & Columbus Ry. Co., S. S. Daish & Sons v.,** 9 I. C. C., 513.

**Cleveland, Akron & Columbus Ry. Co., National Machinery & Wrecking Co. v.,** 11 I. C. C., 581.

See *National Machinery & Wrecking Co. v. P., C. & St. L. Ry. Co.*

**Cleveland, Akron & Columbus Ry. Co., Robinson Clay Product Co. v.,** (3882), 27 I. C. C., 703.

**Cleveland Board of Trade v. Lake Shore & Michigan Southern Ry. Co.,** 5 I. C. C., 166.

See *Kemble v. Lake Shore & Michigan Southern Ry. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Andrews Soap Co. v.,** 4 I. C. C., 41.

See *Andrews Soap Co. v. Pitts., Cinn. & St. L. Ry. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Auto Vehicle Co. v.** (U. R. A-152), 27 I. C. C., 714.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., Barnum, E. T. Iron Works v.,** 18 I. C. C., 94.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Harvey Bates v.,** 4 I. C. C., 281.

See *Bates v. Penn. R. R. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Beaver & Co. v.,** 4 I. C. C., 733.

See *Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Buckeye Buggy Co. v.,** 9 I. C. C., 620.

See *Buckeye Buggy Co. v. Cleveland, Cincinnati Chicago & St. Louis Ry. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Charlotte Shippers' Asso. v.,** 11 I. C. C., 108.

See *Charlotte Shippers' Asso. v. S. Ry. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., Chattanooga Medicine Co. v.,** 21 I. C. C., 679.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Chicago, St. Louis & Pittsburgh R. R. Co. v.,** 3 I. C. C., 223.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Cincinnati Chamber of Commerce & Merchants' Exchange v.**, 10 I. C. C., 378.

See *Cinn. Chamber of Commerce & Merchants' Ex. v. Baltimore & Ohio R. R. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Chicago Freight Bureau v.**, 6 I. C. C., 195.

See *Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., Crescent Lumber Co. v.**, 21 I. C. C., 666.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Goddard, Jos. A. Co. v.**, 16 I. C. C., 298.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Deeds & Manley v.** (1377), 13 I. C. C., 684.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Dewey Bros. Co. v.** (U. R. A-110), 27 I. C. C., 708.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Dewey Bros. Co. v.** (4946), 27 I. C. C., 704.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., Eldorado Coal & Mining Co. v.**, 21 I. C. C., 669.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Elkhart Bristol Board & Paper Co. v.**, 23 I. C. C., 714.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Elmore-Benjamin Coal Co. v.**, 22 I. C. C., 341.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., Evans Milling Co. v.**, 20 I. C. C., 671.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Flaccus Glass Co. v.**, 14 I. C. C., 333.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., Friend Paper Co. v.**, 18 I. C. C., 178.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., Gisholt Machine Co. v.**, 20 I. C. C., 663.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Globe-Wernicke Co. v.**, 11 I. C. C., 156.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Hobart Electric Mfg. Co. v.**, 22 I. C. C., 661.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Indianapolis Freight Bureau v.**, 15 I. C. C., 367, 370, 504.

See *Indianapolis Freight Bureau v. C., C. & St. L. Ry. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., Indianapolis Freight Bureau v.**, 16 I. C. C., 56, 142, 254, 276.

See *Indianapolis Freight Bureau v. C., C. & St. L. Ry. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Indianapolis Freight Bureau v.**, 23 I. C. C., 195.

See *Indianapolis Freight Bureau v. C., C. & St. L. Ry. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Indianapolis Freight Bureau v.**, 25 I. C. C., 709.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Indianapolis Freight Bureau v.**, 26 I. C. C., 53.

See *Indianapolis Freight Bureau v. C., C. & St. L. Ry. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Leavitt & Co. v. (U. R. A-152)**, 27 I. C. C., 714.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Leavitt & Co. v. (U. R. A-592)**, 30 I. C. C., 722.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Linger v.**, 26 I. C. C., 720.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., Marion Guano Co. v.**, 21 I. C. C., 676.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Myer, Nathan, v.**, 9 I. C. C., 78.

See *Myer v. C., C. & St. L. Ry. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., National Hay Asso. v.**, 9 I. C. C., 264.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., National Refining Co. v.**, 20 I. C. C., 649.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., M. Newman v.**, 11 I. C. C., 517.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., New York Produce Exchange v.**, 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., Northern Casket Co. v.**, 20 I. C. C., 656.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., O'Gara Coal Co. v. (4959)**, 28 I. C. C., 712.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Ohio River Lumber Co. v.**, 26 I. C. C., 723.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Paine Lumber Co. v.**, 24 I. C. C., 626.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Parlin & Orendorf Machinery Co. v. (1358)**, 13 I. C. C., 683.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Patent Vulcanite Roofing Co. v. (U. R. A-306)**, 28 I. C. C., 728.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Planters' Compress Co. v.**, 11 I. C. C., 382.

See **Planters' Compress Co. v. C., C., C. & St. L. Ry. Co.**

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., Pleasant Hill Lumber Co. v.**, 16 I. C. C., 335.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Proctor & Gamble v.**, 4 I. C. C., 87, 443.

See **Proctor & Gamble v. C., H. & D. R. R. Co.**

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Proctor & Gamble v.**, 9 I. C. C., 440.

See **Proctor & Gamble Co. v. C., H. & D. Ry. Co.**

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Rainey v. (871)**, 12 I. C. C., 584.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., St. Louis Hay & Grain Co. v.**, 11 I. C. C., 82.

See **St. Louis Hay & Grain Co. v. C., B. & Q. R. R. Co.**

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Shortsville Wheel Co. v. (U. R. A-387)**, 28 I. C. C., 739.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., Southern Bituminous Co. v.**, 21 I. C. C., 588.

**Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Standard Oil Co. v.**, 22 I. C. C., 669.



- Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Ulrick & Williams v., 9 I. C. C., 495.
- Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., University of Wisconsin v. (5727), 28 I. C. C., 717.
- Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Van Natta Bros. v., 23 I. C. C., 1.
- Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Wisconsin Lime & Cement Co. v., 25 I. C. C., 366.
- Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., Wood, D. E. Butter Co. v., 16 I. C. C., 374.
- Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., Wm. Wrigley, Jr., v., 10 I. C. C., 412.
- Cleveland, Columbus, Cincinnati & Ind. Ry. Co., Harvard Co. v., 4 I. C. C., 212.

See Harvard Co. v. Penn. Co.

- Cleveland Provision Co. v. B. & O. R. R. Co. (901), 12 I. C. C., 585.
- Cleveland Stone Co. v. B. & O. R. Co., 26 I. C. C., 717.
- Cleveland Stone Co. v. L. S. & M. S. R. Co. (4809), 27 I. C. C., 703.
- Climax Cleaner & Cleveland Paste Co. v. B. & O. R. R. Co. (U. R. A-668), 30 I. C. C., 733.
- Clinton Bridge & Iron Works v. Chicago, Burlington & Quincy R. R. Co., 20 I. C. C., 416.
- Clinton Bridge & Iron Works v. Chicago, Milwaukee & St. Paul Ry. Co., 17 I. C. C., 619.
- Clinton Bridge & Iron Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 17 I. C. C., 623.
- Clinton Mfrs.' & Shippers' Asso. v. C. & A. R. Co., 27 I. C. C., 230.

*Cited:* Sugar Rates from New Orleans, La., to Sterling, Ill., 27 I. C. C., 123.

The principal reason for the advance in sugar rates from New Orleans to Sterling is that in cited case the 28-cent rate from Louisiana points to Clinton, only 30 miles west, is attacked.

- Clinton Sugar Refining Co. v. C. & N. W. Ry. Co., 28 I. C. C., 364.
- Clinton Sugar Refining Co. v. C., B. & Q. R. Co., 22 I. C. C., 661.

- Clover Leaf Lumber Co. v. Louisiana Ry. & Navigation Co. et al.**, 20 I. C. C., 666.
- Clow, J. B. & Sons v. Pennsylvania Co. et al.**, 17 I. C. C., 617.
- Clow, James B. & Sons v. C., C. W. R. Co.**, 25 I. C. C., 711.
- Clyde Coal Co. v. P. R. Co.**, 23 I. C. C., 135.
- Clyde Kraut Co. v. L. S. & M. S. R. Co.** (U. R. A-112), 27 I. C. C., 708.
- Clyde Steamship Co., Board of Trade of Chattanooga, Tenn., v.**, 5 I. C. C., 546.  
See *Board of Trade of Chattanooga v. E. Tenn., Va. & Ga. Ry. Co.*
- Clyde Steamship Co., Boston Potato Receivers' Asso. v.** (5900), 30 I. C. C., 712.
- Clyde Steamship Co., Chamber of Commerce of Chattanooga v.**, 10 I. C. C., 111.  
See *Chamber of Commerce of Chattanooga v. Southern Ry. Co.*
- Clyde Steamship Co., Charlotte Shippers' Asso. v.**, 11 I. C. C., 108.  
See *Charlotte Shippers' Asso. v. S. Ry. Co.*
- Clyde Steamship Co., Chicago Freight Bureau v.**, 6 I. C. C., 195.  
See *Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.*
- Clyde Steamship Co., Board of Trade of Troy, Ala., v.**, 6 I. C. C., 1.  
See *Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.*
- Clyde Steamship Co., Freight Bureau of the Cincinnati Chamber of Commerce v.**, 6 I. C. C., 195.  
See *Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.*
- Clyde Steamship Co., Goldenberg, Charles, v.**, 20 I. C. C., 527.  
See *Goldenberg v. C. S. S. Co.*
- Clyde Steamship Co. et al., Johnson, J. W. Co. v.**, 19 I. C. C., 512.
- Clyde Steamship Co., La Grange Board of Trade v.** (654), 12 I. C. C., 581.
- Clyde Steamship Co., Quimby v.**, 12 I. C. C., 392.

**Clyde Steamship Co., R. R. Com. of Fla. v.,** 5 I. C. C., 13.

See R. R. Com. of Fla. v. Savannah, Fla. & W. Ry. Co.

**Clyde Steamship Co., Re Alleged Unlawful Charges for Transportation of Vegetables by,** 8 I. C. C., 585.

**Clyde Steamship Co., Savannah Bureau of Freight & Transportation v.,** 8 I. C. C., 377.

See Savannah Bureau of Freight & Trans. v. Louisville & Nashville R. R. Co.

**Coal & Coke Ry. Co., McCaa Coal Co. v.,** 30 I. C. C., 531.

**Coal & Coke Ry. Co. et al., Mill Creek Cannel Coal Co. v.,** 17 I. C. C., 306.

**Coal & Coke Ry. Co., Elk Coal Co. v.,** 23 I. C. C., 709.

**Coal & Coke Ry. Co. et al., Taylor & Mason v.,** 21 I. C. C., 682.

**Coal Creek & New River R. R. Co., Heck & Petree v.,** 1 I. C. C., 495.

See Heck & Petree v. E. Tenn., Virginia & Ga. Ry. Co.

**Coal Rates from the Anthracite Region to Points on the Haven R. R.,** 28 I. C. C., 235.

**Coal Rates to Davenport, Iowa,** 26 I. C. C., 140.

**Coal Rates on the Stony Fork Branch,** 26 I. C. C., 168.

**Coal Rates to Dewey, Okla.,** 30 I. C. C., 115.

**Coal Rates from Indiana and Illinois Mines to Iowa,** 30 I. C. C., 108.

**Coal Rates to Milwaukee and the other Wisconsin Points,** 28 I. C. C., 527.

**Coal Rates from Points in New Mexico,** 28 I. C. C., 328.

**Coal Rates from Oak Hills, Colo.,** 30 I. C. C., 505.

**Coal Rates from Virginia Mines,** 30 I. C. C., 635.

**Coffee Importers of St. Louis Traffic Asso. v. I. C. R. R. Co.,** 28 I. C. C., 484.

**Coal Traffic Association of Colorado v. Colorado & Southern Ry. Co. et al.,** 18 I. C. C., 572.

See Colorado Coal Traffic Asso. v. C. & S. Ry. Co.

**Coast Carriage Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.,** 17 I. C. C., 72.

See Montague v. A., T. & S. F. Ry. Co.

**Coast Carriage Co. v. Southern Pacific Co. et al**, 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

**Cobb v. Missouri, Kansas & Texas Ry. Co.**, 12 I. C. C., 525.

See *Morgan v. M., K. & T. Ry. Co.*

**Cobb, R. E. et al. v. Northern Pacific Ry. Co. et al**, 20 I. C. C., 100.

*Cited*: *Bridgeman-Russell Co. v. Gt. Nor. Ex. Co.*, 22 I. C. C., 573.  
Milk rates compared with rates on cream.

**Cochran, C. W. Lumber Co. v. Mobile & Ohio R. R. Co. et al**, 16 I. C. C., 606.

**Cochran, C. W. Lumber Co. v. Mobile, Jackson & Kansas City R. R. Co. et al**, 17 I. C. C., 606.

**Cochrane, T. H. Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al**, 20 I. C. C., 665.

**Cockerham, John W., Jr., v. Kansas City Southern Ry. Co. et al**, 17 I. C. C., 607.

**Coffeyville Vitrified Brick & Tile Co. v. St. Louis & San Francisco R. R. Co.**, 12 I. C. C., 498.

*Cited*: *Montgomery Frt. Bu. v. W. Ry. of Ala.*, 14 I. C. C., 151.  
Ordinarily, a through rate ought not to exceed the sum of the locals.

**Coffeyville Vitrified Brick & Tile Co. v. St. L. & S. F. R. Co.**, 25 I. C. C., 101.

**Coffins Box & Lumber Co. v. C. & N.-W. R. Co.**, 25 I. C. C., 249.

**Coggins & Co. v. St. Louis, Iron Mountain & Southern Ry. Co.**, 14 I. C. C., 641.

**Cohankus Mfg. Co. v. I. C. R. Co.**, 24 I. C. C., 717.

**Cohen, Mitchell & Co. v. Southern Ry. Co. et al**, 16 I. C. C., 177.

**Cohen, Michael & Co. v. M. S. S. Co.**, 23 I. C. C., 374.

**Cohan, Michael & Co. v. M. S. S. Co.**, 24 I. C. C., 704.

**Cohn & Goldberg v. Louisville & Nashville R. R. Co.**, 17 I. C. C., 604.

**Cohn Bros. v. Yazoo & Mississippi Valley R. R. Co. (1900)**, 12 I. C. C., 589.

**Coke Producers' Asso. of Connelville Region v. B. & O. R. Co.**, 27 I. C. C., 125.

*Cited:* Wisconsin Steel Co. v. P. & L. E. R. R. Co., 27 I. C. C., 155.

Defendants in cited case admitted that great improvements had been made in the physical condition of their railroads during the past decade by building cutoffs, eliminating curves, and reducing grades; that larger and heavier cars and engines of greater tractive power are now employed, which increases the average car and train loadings.

*Followed:* Youngstown Sheet & Tube Co. v. Pittsburgh & L. E. R. R. Co., 27 I. C. C., 165.

The rate of \$1.35 per net ton on coke from Connellsville district to points in Mahoning Valley of Ohio, is unreasonable in the amount it exceeds \$1.20 per net ton.

*Cited:* Pittsburgh Steel Co. v. L. S. & M. S. Ry. Co., 27 I. C. C., 184.

*Cited:* Wickwire Steel Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 416.

A general attack is made in cited case on coke rates which affects the Pennsylvania, New York Central, and the Baltimore & Ohio, involving perhaps 15,000,000 tons annually.

*Cited:* Youngstown Sheet & Tube Co. v. P. & L. E. R. R. Co., 29 I. C. C., 429.

The rates to some or all of the points in the Shenango Valley are intrastate.

*Cited:* Hughes Creek Co. v. K. & M. Ry. Co., 29 I. C. C. C., 671, 680.

*Cited:* Elevation Allowances at St. Louis, 30 I. C. C., 699.

The test of responsibility for any discrimination is the ability of one of the carriers participating in the two through routes to put an end to the discrimination by its own act.

*Quoted:* Ontario Iron Ore Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 569.

"Comparison of rates received per ton-mile, per car-mile, per train-mile, etc., are frequently illuminating and useful. The fact that the rates on a certain commodity yield revenue per ton-mile higher than the average upon all traffic can not be accepted as conclusive of the unreasonableness of such rates. If it were so accepted the result would be a continual reduction of rates that yield higher than the average revenue until all rates were on a common level."

**Colborn v. C., R. I. & P. Ry. Co.** (6600), 30 I. C. C., 715.

**Colburn Mercantile Co. v. G. N. R. Co.** (U. R. A-181), 27 I. C. C., 718.

**Cole, D. Q., v. Savannah, Fla. & Western Ry. Co.**, 5 I. C. C., 120.

**Cole Mfg. Co. v. C. & O. R. Co. of Ind.**, 26 I. C. C., 716.

**Coleman & Hayes Bro. v. Louisville & Nashville R. R. Co.**, 8 I. C. C., 377.

See *Savannah Bureau of Freight & Trans. v. Louisville & Nashville R. R. Co.*

**Coleman & McCloskey v. Louisville & Nashville R. R. Co.**, 8 I. C. C., 377.

See *Savannah Bureau of Freight & Transportation v. Louisville & Nashville R. R. Co.*

**Collier v. S. Ry. Co.** (U. R. A-554), 30 I. C. C., 718.

**Collingwood Brick Co. v. P. M. R. Co.**, 26 I. C. C., 572.

**Collins, Thomas W. & Co. v. Delaware, Lackawanna & Western R. R. Co. et al.**, 18 I. C. C., 614.

**Collins Co. v. M. P. Ry. Co.** (U. R. A-504), 29 I. C. C., 730.

**Colonial Salt Co. v. M., I. & I. Line**, 23 I. C. C., 358.

*Cited*: *Salt Rates from Wisconsin to Iowa, Etc.*, 27 I. C. C., 526.

The joint rail-and-lake rates on salt from Michigan points to destinations in Iowa were cancelled and rates issued from Chicago and Milwaukee and Wisconsin points to destinations at the Missouri River which were reduced from 15 2-3 cents per 100 pounds to 14 cents.

*Cited*: *Gottron Bros. Co. v. G. & N. R. R. Co.*, 28 I. C. C., 41.

The practices and relations of the Michigan, Indiana and Illinois lines to salt producing and selling companies considered in cited case.

**Colorado & Southeastern R. R. Co., Huerfano Coal Co. v.**, 28 I. C. C., 502.

See *Huerfano Coal Co. v. Colo. & Southeastern R. R. Co.*

**Colorado & Southern Ry. Co. et al., Caddell, Ed. & Sons v.**, 18 I. C. C., 625.

**Colorado & Southern Ry. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.

See *Charlotte Shippers' Asso. v. S. Ry. Co.*

**Colorado & Southern Ry. Co., Cedar Hill Coal & Coke Co. v.**, 14 I. C. C., 606.

**Colorado & Southern Ry. Co., Cedar Hill Coal & Coke Co. v.** (1781), 14 I. C. C., 642.

**Colorado & Southern Ry. Co., Cedar Hill Coal & Coke Co. v.,** 15 I. C. C., 546.

See Cedar Hill Coal & Coke Co. v. C. & S. Ry. Co.

**Colorado & Southern Ry. Co. et al., Cedar Hill Coal & Coke Co. v.,** 16 I. C. C., 387.

See Cedar Hill Coal & Coke Co. v. C. & S. Ry. Co.

**Colorado & Southern Ry. Co. et al., Cedar Hill Coal & Coke Co. v.,** 16 I. C. C., 560.

See Cedar Hill Coal & Coke Co. v. C. & S. Ry. Co.

**Colorado & Southern Ry. Co. et al., Cedar Hill Coal & Coke Co. v.,** 17 I. C. C., 479, 610.

See Cedar Hill Coal & Coke Co. v. C. & S. Ry. Co.

**Colorado & Southern Ry. Co. et al., C., K. & N. Coal Co. v.,** 17 I. C. C., 612.

**Colorado & Southern Ry. Co. et al., Colorado Coal Traffic Association v.,** 17 I. C. C., 615.

**Colorado & Southern Ry. Co. et al., Colorado Coal Traffic Association v.,** 18 I. C. C., 572.

See Colorado Coal Traffic Asso. v. C. & S. Ry. Co.

**Colorado & Southern Ry. Co. et al., Colorado Coal Traffic Association v.,** 19 I. C. C., 478.

See Colorado Coal Traffic Asso. v. C. & S. Ry. Co.

**Colorado & Southern Ry. Co., Colorado Coal Traffic Asso. v.,** 24 I. C. C., 618.

**Colorado & Southern Ry. Co. et al., Colorado Tent & Awning Co. v.,** 21 I. C. C., 685.

**Colorado & Southern Ry. Co., Denver Consumers' & Shippers' Asso. v.,** 24 I. C. C., 570.

**Colorado & Southern Ry. Co. et al., Empson Packing Co. v.,** 21 I. C. C., 679.

**Colorado & Southern Ry. Co. et al., Huerfano Coal Co. v.,** 17 I. C. C., 615.

**Colorado & Southern Ry. Co. et al., Ingersoll-Rand Co. v.,** 18 I. C. C., 614.

**Colorado & Southern Ry. Co., McCormick v.,** 24 I. C. C., 711.

**Colorado & Southern Ry. Co., McDougall v. (U. R. A-385),** 28 I. C. C., 738.

**Colorado & Southern Ry. Co., Menasha Wooden Ware Co. v.**, 11 I. C. C., 666.

**Colorado & Southern Ry. Co. et al., Northern Coal & Coke Co. v.**, 16 I. C. C., 369.

See *Northern Coal & Coke Co. v. C. & S. Ry. Co.*

**Colorado & Southern Ry. Co. et al., Pacific Lumber Co. v.**, 18 I. C. C., 610.

**Colorado & Southern Ry. Co. et al., Radinsky, Abraham D., v.**, 17 I. C. C., 627.

**Colorado & Southern Ry. Co., Radinsky v.**, 22 I. C. C., 661.

**Colorado & Southern Ry. Co., Radinsky v.**, 22 I. C. C., 666.

**Colorado & Southern Ry. Co. et al., Shannon Copper Co. v.**, 19 I. C. C., 604.

**Colorado & Southern Ry. Co. et al., South Canon Coal Co. v.**, 17 I. C. C., 286.

**Colorado & Southern Ry. Co., Stewart v. (U. R. A-341),** 28 I. C. C., 733.

**Colorado & Southern Ry. Co. et al., Union Coal & Coke Co. v.**, 17 I. C. C., 626.

**Colorado & Southern Ry. Co. et al., Wilson, J. H. Saddlery Co. v.**, 18 I. C. C., 220.

**Colorado & Southern Ry. Co. et al., Windsor Milling & Elevator Co. v.** 20 I. C. C., 662.

**Colorado & Southern Ry. Co. et al., Windsor Milling & Elevator Co. v.** 16 I. C. C., 349.

**Colorado & Southern Ry. Co., Windsor Milling & Elevator Co. v.** 23 I. C. C., 710.

**Colorado Bedding Co. v. Chicago, Burlington & Quincy R. R. Co. et al.** 18 I. C. C., 401.

**Colorado Broom Rates**, 28 I. C. C., 310.

See *In re Advances, Broom Rates to Colorado.*

**Colorado Coal Traffic Association v. Colorado & Southern Ry. Co. et al.** 18 I. C. C., 572.

*Cited:* *Sheridan Chamber of Com. v. C., B. & Q. R. R. Co.*, 26 I. C. C., 650.

Coal rates from Walsenburg fields in Colorado considered.



*Quoted:* Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 28 I. C. C., 262.

“Complainants members insist that they require a better rate on their product because it costs more to mine coal in the Walsenburg district and because Rock Springs coal finds readier sale for domestic uses. These are conditions which carriers ought not to be required to equalize by rate adjustment.”

**Colorado Chemical & Spray Mfg. Co. v. I. H. B. R. R. Co.** (U. R. A-613), 30 I. C. C., 725.

**Colorado Coal Traffic Asso. v. A., T. & S. F. R. Co.**, 22 I. C. C., 264.

*Cited:* Rates from Walsenburg Coal Field, 26 I. C. C., 86.

In cited cases the Commission was asked to open through routes to the competitive destinations or junction points in Kansas which were expressly excluded from a former order. The record was held insufficient to justify an order establishing such routes although routes via Pueblo were ordered to points in Oklahoma and Texas.

**Colorado Coal Traffic Association v. Colorado & Southern Ry. Co. et al.**, 19 I. C. C., 478.

*Cited:* Nebraska St. Ry. Com. v. C., B. & Q. R. R. Co., 23 I. C. C., 122.

The rates passed on in cited case were used in adjusting rates in present case.

*Cited:* Lewis v. C., B. & Q. R. R. Co., 25 I. C. C., 98.

The coal rates from Colorado producing points to points on defendant's lines in Nebraska considered in cited case, and found reasonable.

**Colorado Coal Traffic Asso. v. C. & S. R. Co.**, 24 I. C. C., 618.

**Colorado Coal Traffic Association v. Colorado Midland Ry. Co. et al.**, 19 I. C. C., 608.

**Colorado Coal Traffic Association v. Colorado & Southern Ry. Co. et al.**, 17 I. C. C., 615.

**Colorado Coal Traffic Asso. v. D. & R. G. R. Co.**, 23 I. C. C., 458.

*Cited:* Consolidated Fuel Co. v. A., T. & S. F. Ry. Co., 24 I. C. C., 219.

The rules and regulations of the Denver and Rio Grande applicable to the distribution of coal cars were severely criticised in cited case but there appears to be room for improvement still in this regard.

*Cited:* Huerfano Coal Co. v. C. & S. E. R. R. Co., 28 I. C. C., 502.

The present case supplementary to cited case. As result of opinion in cited case the “idle-hour system” of car distribution was devised by

the parties therein involved, which seems satisfactory except as indicated here. Where it is found that a trackage contract between the Colorado & Southeastern and Colorado & Southern Railway cause an undue discrimination against petitioners.

**Colorado Coffee Roasting Co. v. A., T. & S. F. Ry. Co.** (U. R. A-500), 29 I. C. C., 730.

**Colorado Free Pass Investigation**, 26 I. C. C., 491.

**Colorado Fuel & Iron Co. v. Southern Pacific Co.**, 6 I. C. C., 488.

Carriers ordered to reduce to a specific amount their rates on iron and steel products from Pueblo, Colo., to San Francisco, Cal., on the ground that the existing rates are unreasonable and unduly prejudicial. Damages denied for want of proof.

**Interstate Commerce Commission v. Southern Pacific Co.**  
74 Fed., 42. May 12, 1896.

C. C. D. Colo. Hallett, J.

Held that this suit to enforce Commission's order was brought in the proper Federal district court and that the court has jurisdiction to determine the case.

**Colorado Fuel & Iron Co. v. Southern Pacific Co.**

Not reported. 1899.

C. C. D. Colo.

Commission's order held to be valid. Award of damages to shippers denied.

**Southern Pacific Co. v. Colorado Fuel & Iron Co.**

**Colorado Fuel & Iron Co. v. Southern Pacific Co.**

101 Fed., 779. April 16, 1900.

C. C. A. 8th Cir. Thayer, J.

Commission's order held to be invalid on the ground that the Commission is without power to fix rates.

**Colorado Fuel & Iron Co. v. Southern Pacific Co.**

22 Sup. Ct. 934; 46 L. Ed. 1264. November 8, 1901. Memorandum.

Not in U. S. Reports.

Dismissed per stipulation.

*Cited:* **Spillers & Co. v. L. & N. R. Co.**, 8 I. C. C., 367.

To be in compliance with the Act, any practice of a carrier which operates to alter, modify or change its rates must be fully and clearly set forth upon its published tariffs of rates and charges to be affected thereby.

*Cited:* Savannah Bureau v. L. & N. R. Co., 8 I. C. C., 406.

Inequality in treatment of shippers is indefensible where inequality is brought about by carrier seeking to get a long haul and where more is charged for its share of joint rates via the direct route than for a local haul of like distance.

*Cited:* Kindel et al. v. Atch., T. & S. F. R. Co., 8 I. C. C., 628.

Iron schedule alone concerned and lower rates ordered from Colorado points than from Chicago after exhaustive inquiry into the special circumstances of that particular traffic.

*Cited:* City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.

Water competition between Atlantic and Pacific Coast points compels a lower freight rate.

*Cited:* Coke Producers Asso. of Connellsville v. B. & O. R. R. Co., 27 I. C. C., 131.

Rates on steel rails and other low-grade freight of the character stated, yielding per ton mile the average received on all freight, would be unjust.

**Colorado Machinery & Supply Co. v. C., B. & Q. R. Co., 24 I. C. C., 716.**

**Colorado Mfrs.' Asso. v. A., T. & S. F. Ry. Co., 28 I. C. C., 82.**

*Cited:* Interior Iowa Cities Case, 28 I. C. C., 65.

The rates into and out of Iowa considered in cited case on complaint for lower rates.

*Cited:* Interior Iowa Cities Case, 29 I. C. C., 544.

Under findings in cited case, reasonable commodity rates are fixed for the future between Chicago, Mississippi River, and Missouri River rate points on the one hand and Colorado common points on the other.

**Colorado Mfrs.' Asso. v. A., T. & S. F. Ry. Co., 29 I. C. C., 544.**

**Colorado Midland Ry. Co., Business Men's League of St. Louis v., 9 I. C. C., 318.**

See Business Men's League of St. Louis v. A., T. & S. F. Ry. Co.

**Colorado Midland Ry. Co. et al., Colorado Coal Traffic Association v., 19 I. C. C., 608.**

**Colorado Midland R. R. Co., Colorado Fuel & Iron Co. v., 6 I. C. C., 488.**

See Colorado Fuel & Iron Co. v. Southern Pacific Co.

**Colorado Midland Ry. Co., Empson Packing Co. v.**, 22 I. C. C., 268.

**Colorado Midland Ry. Co. et al., Grand Junction Mining & Fuel Co. v.**, 16 I. C. C., 452.

See **Grand Junction Mining & Fuel Co. v. C. M. Ry. Co.**

**Colorado Midland Ry. Co., Menasha Wooden Ware Co. v.**, 11 I. C. C., 666.

**Colorado Midland Ry. Co., Munro Mercantile Co. v.** (5021), 28 I. C. C., 713.

**Colorado Midland Ry. Co., Tuffli Bros. Pig Iron & Coke Co. v.**, 24 I. C. C., 726.

**Colorado Midland Ry. Co., Weyl-Zuckerman & Co. v.**, 27 I. C. C., 493.

**Colorado Moline Plow Co. v. C., R. I. & P. R. Co.**, 25 I. C. C., 712.

**Colorado Moline Plow Co. v. C., R. I. & P. Ry. Co.** (U. R. A-135), 27 I. C. C., 712.

**Colorado Portland Cement Co. v. A., T. & S. F. R. Co.**, 24 I. C. C., 705.

**Colorado Portland Cement Co. v. A., T. & S. F. R. Co.**, 25 I. C. C., 710.

**Colorado Portland Cement Co. v. C., B. & Q. R. R. Co.** (U. R. A-337), 28 I. C. C., 732.

**Colorado Tent & Awning Co. v. Boston & Maine R. R. et al.**, 21 I. C. C., 565.

**Colorado Tent & Awning Co. v. Colorado & Southern Ry. Co. et al.**, 21 I. C. C., 685.

**Commerce Club of Pueblo v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 21 I. C. C., 679.

**Columbia Chamber of Commerce v. S. Ry. Co.**, 28 I. C. C., 339.

**Columbia Grocery Co. v. Louisville & Nashville R. R. Co.**, 18 I. C. C., 502.

*Cited:* **Chamber of Commerce v. G. S. & F. Ry. Co.**, 23 I. C. C., 149.

*Cited:* **Mayor and Council of Douglas, Ga., v. A. B. & A. R. R. Co.**, 28 I. C. C., 452.

If the basing point system is to be used, it should be applied alike to all places, where real dissimilarity of circumstances or controlling competition do not exist.

**Columbia Iron Works v. A. G. S. R. Co.**, 23 I. C. C., 714.

**Columbia, Newberry & Laurens R. R. Co., John W. Blackman, Jr., v.**, 10 I. C. C., 352.

See **Blackman v. Columbia, Newberry & Laurens R. R. Co.**, also **Blackman v. Southern Ry. Co.**

**Columbus & Cincinnati Midland R. R. Co., Charles H. Brownell v.,** 5 I. C. C., 638.

See *Brownell v. Columbus & Cinn. Midland R. R. Co.*

**Columbus & Western Ry., In re the Tariffs of,** 1 I. C. C., 626.

**Columbus & Western Ry., W. O. Harwell v.,** 1 I. C. C., 236.

See *Harwell, W. O., v. Columbus & Western R. R.*

**Columbus, Ga., Board of Trade v. S. Ry. Co. (U. R. A-493),** 29 I. C. C., 729.

**Columbus, Hocking Valley & Toledo Ry. Co., Holmes & Co. v.,** 8 I. C. C., 570.

**Columbus, Hocking Valley & Toledo Ry. Co., George Rice v.,** 5 I. C. C., 638.

See *Brownell v. Columbus & Cinn. Midland R. R. Co.*

**Columbus Iron Works v. Central of Georgia Ry. Co. et al.,** 19 I. C. C., 616.

**Columbus Iron & Steel Co. v. Kanawha & Michigan Ry. Co. et al.,** 20 I. C. C., 658.

**Columbus Iron Works Co. v. V., S. & P. Ry. Co. (U. R. A-547),** 29 I. C. C., 736.

**Comer, H. M., v. H. W. Behlmer,** 6 I. C. C., 257.

**Commercial & Industrial Asso. of Union Springs, Ala., v. Central of Ga. Ry. Co.,** 12 I. C. C., 375.

*Quoted:* **Anderson, Clayton & Co. v. C., R. I. & P. Ry. Co.,** 18 I. C. C., 350.

Compression of cotton is to secure greater density of freight for the sole purpose of more economical loading and transportation, and it was first done at the ports under encouragement of the carriers by water, lower rates being offered on compressed than uncompressed cotton.

**Commercial & Industrial Asso. of Union Springs, Ala., v. Louisville & Nashville R. R. Co.,** 12 I. C. C., 372.

**Commercial Association of California v. Wells, Fargo & Co.,** 16 I. C. C., 458.

**Commercial Association of California v. Wells, Fargo & Co.,** 24 I. C. C., 380.

**Commercial Asso. of California v. Wells, Fargo & Co.,** 28 I. C. C., 131.

**Commercial Asso. of Galveston v. A., T. & S. F. R. Co.,** 25 I. C. C., 216.

See *Galveston Commercial Asso. v. A., T. & S. F. Ry. Co.*

**Commercial Asso. of Galveston v. G., H. & S. A. R. Co.**, 23 I. C. C., 512.

**Commercial Association of Ottumwa v. Chicago, Burlington & Quincy R. Co. et al.**, 17 I. C. C., 413.

See Ottumwa Commercial Asso. v. C., B. & Q. R. R. Co.

**Commercial Asso. of Springfield, Ill., v. P. R. R. Co.**, 28 I. C. C., 511.

See Springfield Com. Asso. v. Penn. R. R. Co.

**Commercial Chemical Co. v. C., B. & Q. R. Co.** (U. R. A-149), 27 I. C. C., 713.

**Commercial Club of Baker v. O.-W. & R. & N. Co.**, 25 I. C. C., 281.

**Commercial Club of Boise v. Adams Express Co. et al.**, 17 I. C. C., 115.

See Boise Commercial Club v. Adams Express Co.

**Commercial Club of Cedar Rapids v. C., R. I. & P. Ry. Co.**, 28 I. C. C., 76.

See Cedar Rapids Commercial Club v. C., R. I. & P. Ry. Co.

**Commercial Club of Davenport v. Yazoo & Mississippi Valley Ry. Co. et al.**, 16 I. C. C., 209.

**Commercial Club of Davenport v. Yazoo & Mississippi Valley R. R. Co. et al.**, 20 I. C. C., 19.

**Commercial Club of Duluth v. B. & O. R. Co.**, 27 I. C. C., 639.

**Commercial Club of Duluth** (See Lake-and-Rail Butter and Egg Rates), 29 I. C. C., 45.

**Commercial Club of Cedar Rapids v. C., R. I. & P. Ry. Co.**, 29 I. C. C., 539.

**Commercial Club of Duluth v. Northern Pacific Ry. Co.**, 13 I. C. C., 288.

*Cited:* Com. Club of Duluth v. B. & O. R. R. Co., 27 I. C. C., 658.

The question of discrimination against Duluth and in favor of Twin Cities by reason of storage practice whereby rail-and-lake carriers during closed season store free freight destined beyond Duluth, while the Duluth shipper has to remove his freight at expiration of free time, considered and held this discrimination not undue.

**Commercial Club of Elgin, Ill., v. B. & M. R. R.**, 28 I. C. C., 380.

**Commercial Club of Fort Dodge, Iowa, v. Illinois Central R. R. Co. et al.**, 16 I. C. C., 572.

**Commercial Club of Hattiesburg v. Alabama Great Southern Ry. Co. et al.**, 16 I. C. C., 534.

*Quoted:* Montgomery Frt. Bu. v. L. & N. R. R. Co., 17 I. C. C., 524.

We can not find that it is unduly discriminatory for the defendants to haul traffic to and from New Orleans, Mobile, and Gulfport at lower rates than they charge to and from Hattiesburg. The controlling effect of the Mississippi River and the Gulf justify that rate adjustment.

**Commercial Club of Johnson City v. B. & O. R. R. Co.**, 14 I. C. C., 98.

See Gump v. B. & O. R. R. Co.

**Commercial Club of the Kansas City Transportation Bureau v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 16 I. C. C., 195.

See Kansas City Transportation Bureau of the Commercial Club v. A., T. & S. F. Ry. Co.

**Commercial Club of Kansas City Transportation Bureau v. A., T. & S. F. R. Co.**, 23 I. C. C., 432.

**Commercial Club of Lebanon v. L. & N. R. Co.**, 25 I. C. C., 277.

See Lebanon Commercial Club v. L. & N. R. R. Co.

**Commercial Club of Lebanon v. L. & N. R. R. Co.**, 28 I. C. C., 301.

**Commercial Club of Lincoln v. Chicago, Burlington & Quincy R. R. Co. et al.**, 20 I. C. C., 657.

**Commercial Club of Maricopa County v. M. & P. R. Co.**, 22 I. C. C., 279.

**Commercial Club of Maricopa County v. P. & E. R. Co.**, 22 I. C. C., 218, 221.

**Commercial Club of Maricopa County v. Santa Fe, Prescott & Phoenix Ry. Co. et al.**, 19 I. C. C., 257.

See Maricopa County Commercial Club v. S. F., P. & P. Ry. Co.

**Commercial Club of Maricopa County v. Santa Fe, Prescott & Phoenix Ry. Co. et al.**, 21 I. C. C., 329.

See Maricopa County Commercial Club v. S. F., P. & P. Ry. Co.

**Commercial Club of Maricopa County v. S. F., P. & P. R. Co.**, 22 I. C. C., 216.

**Commercial Club of Maricopa County v. S. F., P. & P. R. Co.**, 23 I. C. C., 456.

**Commercial Club of Maricopa County v. S. P. Co., 22 I. C. C., 218, 429.**

**Commercial Club of Metropolis, Ill., v. I. C. R. R. Co., 30 I. C. C., 40.**

**Commercial Club of Omaha v. Anderson & Saline River Ry. Co. et al, 18 I. C. C., 532.**

Carriers orders to reduce to a specified amount their advanced rates on lumber from southern producing territory to Omaha, Neb., and other points, on the ground that such advanced rates were unreasonable. Reparation to be awarded.

**Atchison, Topeka & Santa Fe Ry. Co. v. United States.**

Not reported. April 9, 1912.

Commerce Court No. 36.

Case dismissed by stipulation.

*Cited:* Louisiana Central Lumber Co. v. C., B. & Q. R. R. Co., 19 I. C. C., 334.

*Cited:* Traffic Bureau, Sioux Falls, v. A. & S. R. R. R. Co., 24 I. C. C., 178.

The rate of 25 cents on lumber to Omaha and Lincoln re-established.

*Cited:* Commercial Club of Omaha v. Anderson & Saline River Ry. Co., 19 I. C. C., 419.

Petition for rehearing denied.

*Cited:* Commercial Club of Omaha v. Anderson & Saline River Ry. Co., 27 I. C. C., 302.

Reparation claims.

**Commercial Club of Omaha v. Anderson & Saline River Ry. Co. et al, 19 I. C. C., 419.**

*Cited:* Commercial Club of Omaha v. Anderson & Saline River Ry. Co. 27 I. C. C., 305.

The report in cited case denied a petition to rehear the former findings in 18 I. C. C., 532.

**Commercial Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 302.**

*Quoted:* Lumber Rates from the Southwest to Points North, 29 I. C. C., 15.

"The theory runs through these cases that rates from groups 1, 2, 3, and 4 have been uniformly 8, 7, 5, and 3 cents, respectively, less than from group 5, but an examination of the statement shows that the differentials under group 5 rates have varied widely. There is no record upon which these rates can be held to be unreasonable, or upon



which a finding that they should be lower by certain amounts than the rates from group 5 could be based."

**Commercial Club of Omaha v. A. & S. R. Ry. Co.** (U. R. A-263), 28 I. C. C., 723.

**Commercial Club of Omaha v. Baltimore & Ohio R. R. Co. et al.**, 19 I. C. C., 397.

*Cited:* Wichita Business Asso. v. A., T. & S. F. Ry. Co., 30 I. C. C., 52.

Where the classification provided ratings on articles on an any-quantity basis only and where the class rate was the only rate applicable, specific carload rate or rates will not be required to be established where there is no showing that the rate under attack was unreasonable for the service rendered.

**Commercial Club of Omaha v. Chicago & Northwestern Ry. Co.**, 7 I. C. C., 386.

*Reaffirmed:* Rhinelander Paper Co. v. No. Pac. Co., 13 I. C. C., 633, 636.

The Commission has no authority to enforce the performance of contracts; and the rights of parties to reasonable rates are not based on any contract they may have with a carrier.

*Cited:* R. R. Commissioners of Iowa v. I. C. R. R. Co., 20 I. C. C., 188.

*Cited:* Norman Lumber Co. v. L. & N. R. R. Co., 29 I. C. C., 570.

The carriers usually lay the burden upon the traveling and shipping public by adding the bridge tolls to their regular fares and rates, and these additional charges have been recognized as valid by the Commission.

**Commercial Club of Omaha v. Chicago & Northwestern Ry. Co. et al.**, 19 I. C. C., 156.

See also *Omaha Commercial Club v. C. & N.-W. Ry. So.*

*Cited:* Paducah Cooperage Co. v. N., C. & St. L. Ry. Co., 22 I. C. C., 230.  
Rate on stave bolts cited.

**Commercial Club of Omaha v. Chicago, Rock Island & Pacific Ry. Co.**, 6 I. C. C., 647.

*Quoted:* Gustin v. Burlington & M. R. Co., 8 I. C. C., 485.

It "is one of the natural routes and main trunk lines for the carriage of transcontinental traffic between the west and the east," referring to Omaha, Neb.

*Cited:* R. R. Com. of Louisiana v. St. L. S-W. Ry. Co., 23 I. C. C., 34.

A carrier may not impose an unreasonably high local rate upon any community because of the advantages that it properly enjoys for securing low inbound rates.

*Cited and Followed:* B'd of Trade of Chicago v. A., T. & S. F. Ry. Co., 29 I. C. C., 444.

The Commission's practice is in no degree technical; it is held, however, that issues not clearly raised in the pleadings can not be passed upon.

**Commercial Club of Omaha v. Southern Pacific Co. et al.**, 18 I. C. C., 53.

*Cited:* Commercial Club of Omaha v. So. Pac. Co. et al., 20 I. C. C., 631. Rehearing dismissing complaint and vacating former order.

**Commercial Club of Omaha v. Southern Pacific Co. et al.**, 20 I. C. C., 631.

*Followed:* Lawrence-Wardenburg Co. v. So. Pac. Co., 20 I. C. C., 639.

Reparation for alleged unreasonable rates collected on shipments of lima beans from California points to New Orleans and to points in Texas, Oklahoma, Colorado and New Mexico, denied.

**Commercial Club of St. Joseph, Mo., Interveners in Business Men's League of St. Louis, v. Atchison, Topeka & Santa Fe Ry. Co.**, 9 I. C. C., 318.

See Business Men's League of St. Louis v. A., T. & S. F. Ry. Co.

**Commercial Club of Santa Barbara, Cal., v. Southern Pacific Co.**, 12 I. C. C., 495.

*Followed:* Channel Commercial Co. v. So. Pac. Co., 12 I. C. C., 506.

*Followed:* Farmers' Cooper. & Ed'l. Union v. G. N. Ry. Co., 17 I. C. C., 411.

*Quoted:* Escanaba Bus. Men's Asso. v. A. S. R. R. Co., 24 I. C. C., 17.

The eastern traffic destined to Santa Barbara is unloaded at either San Diego or San Francisco and transhipped and there is, therefore, no real, potential, compelling competition between the transcontinental rail carriers and those carrying similar traffic by water which affects directly the rail rates at Santa Barbara. This place is not without the advantage of her close proximity to points where such competition does exist and where resulting rates obtain, and her position upon the ocean directly and beneficially affects the rail rates which she secures.

*Distinguished:* Harbor City Wholesale Co. v. S. P. Co., 19 I. C. C., 332. Substantially different conditions existed.

**Commercial Club of Santa Barbara, Cal., v. Southern Pacific Co.** (818), 12 I. C. C., 582.

- Commercial Club Traffic Bureau of Sioux City v. A. & S. R. R. Co.**, 24 I. C. C., 177.
- Commercial Club, Sioux City Traffic Bureau, v. A., T. & S. F. Ry. Co.**, 29 I. C. C., 544.
- Commercial Club of Sioux City Traffic Bureau v. C. & N.-W. Ry. Co.** (3881), 29 I. C. C., 709.
- Commercial Club of Sioux City v. C. & N.-W. R. Co.**, 22 I. C. C., 110.
- Commercial Club of Sioux City v. Traffic Bureau of the Chicago & Northwestern Ry. Co. et al.**, 21 I. C. C., 664.
- Commercial Club of Superior v. G. N. R. Co.**, 25 I. C. C., 342.
- Commercial Club of Terre Haute v. V. R. R. Co.**, 29 I. C. C., 383.
- Commercial Clubs' League of Southern Idaho v. Oregon Short Line R. R. Co. et al.**, 18 I. C. C., 562.
- Commercial Club, Traffic Bureau, of Salt Lake City, Utah, v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 19 I. C. C., 218.

Carriers ordered to reduce to a specified amount certain rates to and from Salt Lake City and other Utah points on the ground that the existing rates were unreasonable. Rates from the East to Utah points held to be unreasonable as compared with rates to the Pacific coast. Reduction recommended, but no order entered.

**Denver & Rio Grande R. R. Co. v. United States.**

Not reported. October 27, 1911.

Commerce Court No. 52.

Carriers' application for a temporary injunction against enforcement of Commission's order denied. Record transferred to District Court, District of Colorado.

*Cited:* City of Spokane v. N. P. Ry. Co., 19 I. C. C., 171.

*Cited:* City of Spokane v. N. P. Ry. Co., 21 I. C. C., 402.

The defendants assumed in the argument that the Commission had reduced the rates to Spokane because it found that the revenues of the carriers were excessive.

*Cited:* Portland Cham. of Com. v. O. R. R. & N. Co., 19 I. C. C., 284.

The Commission desired to proceed with great caution in these cases.

*Cited:* Chamber of Com., Gd. Junct., v. D. & R. G. R. R. Co., 23 I. C. C., 117.

*Cited:* In re Transportation of Wool, Hides and Pelts, 23 I. C. C., 162.

*Cited:* Corporation Com. of Okla. v. A. & S. Ry. Co., 23 I. C. C. 696.

*Cited:* Southwestern Shippers Traffic Asso. v. A., T. & S. F. Ry. Co., 24 I. C. C., 576.

*Cited:* Capital Electric Co. v. B. & O. C. T. R. R. Co., 26 I. C. C., 472.

*Cited:* State of Kansas v. A., T. & S. F. Ry. Co., 27 I. C. C., 686.

*Cited:* Colorado Mfrs. Asso. v. A., T. & S. F. Ry. Co., 28 I. C. C. 84.

*Cited:* Iowa St. B'd. of R. R. Com. v. A. E. R. R. Co., 28 I. C. C., 199.

*Cited:* Colorado Mfrs. Asso. v. A., T. & S. F. Ry. Co., 29 I. C. C., 545.

Rates between Missouri River, St. Louis, and Chicago upon the east and Utah common points on west were established in cited case.

*Cited:* In re Transportation of Wool, Hides and Pelts, 23 I. C. C., 153.

The rates upon wool, hides and pelts were at issue in cited case but question was reserved for further consideration.

*Cited:* Investigation & Suspension Docket No. 87, 24 I. C. C., 656.

The rates suspended are lower than those prescribed in cited case and are therefore declared to be reasonable.

*Cited:* John Taylor Dry Goods Co. v. M. P. Ry. Co., 28 I. C. C., 210.

The coarser weaves of cotton cloths like ducks, demins, and drillings are used extensively in the manufacture of tents, awnings, and the cheaper grades of clothing. They are in that respect in the nature of raw material and have been in several instances accorded carload rates for that reason. Such rates were in effect to Salt Lake City and were continued in cited case.

*Quoted:* German Kali Works v. A., T. & S. F. Ry. Co., 28 I. C. C., 225.

"Rates of transportation may properly be somewhat higher west of the Missouri River than east."

*Explained:* New England Electric Co. v. C., R. I. & P. Ry. Co., 28 I. C. C., 420.

There was no intention in cited case to recognize a dissimilarity between pipe and pipe fittings.

**Commercial Club, Traffic Bureau, of Salt Lake City, Utah, v. Atchison, Topeka & Santa Fe Ry. Co. et al., 21 I. C. C., 400.**

*Cited:* In re Transportation of Wool, Hides and Pelts, 23 I. C. C., 153.

The rates upon wool, hides and pelts were attacked in cited case but the question was reserved for further consideration.

**Commercial Club of the Transportation Bureau of Kansas City v. Baltimore & Ohio R. R. Co. et al., 21 I. C. C., 664.**

**Commercial Club of Superior v. G. N. R. Co.**, 24 I. C. C., 96.

*Cited*: Joint Rates on Grain via Minnesota Transfer, 26 I. C. C., 597.  
The rates were found reasonable in cited case.

See also Superior Commercial Club v. G. N. Ry. Co.

**Commercial Club of Winfield v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 21 I. C. C., 663.**Commercial Coal Co. v. B. & O. R. R. Co.**, 15 I. C. C., 11.

*Cited*: Menefee Lumber Co. v. T. & P. Ry. Co., 15 I. C. C., 49, 51.  
*Reaffirmed*: Georgia-Carolina Brick Co. v. S. Ry. Co., 20 I. C. C., 149.  
A lower rate in effect via one line than via another is not conclusive as to the unreasonableness of the higher rate.

*Followed*: Harlow Lumber Co. v. A. C. L. R. R. Co., 15 I. C. C., 503.  
The voluntary reduction of a rate by a carrier, without proof of the unreasonableness of the prior rate, does not furnish a proper basis for reparation.

**Commercial Exchange of Phila. v. Pennsylvania Co.**, 4 I. C. C., 447.

See N. Y. Board of Trade, Etc., v. Penn R. R. Co.

**Commercial Exchange of Philadelphia v. Pennsylvania R. R. Co. et al.**, 16 I. C. C., 497.**Commercial Exchange of Philadelphia v. Pennsylvania R. R. Co. et al.**, 21 I. C. C., 1.**Commercial Union v. Lykes Steamship Line**, 13 I. C. C., 310.**Commission Merchants' National League of the U. S. v. P. R. R. Co. (U. R. A-313)**, 28 I. C. C., 720.**Commission Merchants' National League of the United States v. Atlantic Coast Line R. R. Co. et al.**, 20 I. C. C., 132.

See National League of Com. Merchants of the U. S. v. A. C. L. R. R. Co.

**Commissioner of Immigration at New York v. New York Central Hudson River R. R. Co. et al.**, 18 I. C. C., 607.**Committee of Greater Des Moines v. Chicago Great Western Ry. Co. et al.**, 18 I. C. C., 98.**Committee of Greater Des Moines v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 73.

**Committee of Greater Des Moines, Inc., v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 17 I. C. C., 54, 57.

**Committee of Greater Des Moines v. Minneapolis & St. Louis R. R. Co.**, 18 I. C. C., 608.

**Committee of Transportation, Manufacturers' Club of Buffalo, N. Y., v. Pullman Co.**, 18 I. C. C., 614.

**Commodity Rates between Missouri River Points**, 28 I. C. C., 265.

**Commutation Rate Case**, 21 I. C. C., 428.

See *In re* Commutation Rates.

*Cited*: Carnegie B'd of Trade v. Penn. Co., 28 I. C. C., 128.

*Cited*: *In re* Mileage Books, 28 I. C. C., 324.

The movement of passengers in guaranteed numbers upon special trains are excursions to which the carriers may give, but to which the Commission has no power to compel them to give, a different fare per passenger from the reasonable fare charged for the transportation of single passengers upon regular trains.

*Cited*: Seattle Chamber of Commerce v. G. N. Ry. Co., 30 I. C. C., 690.

When the terminal road holds itself out as ready to permit the use of its tracks at a certain charge it follows that having elected to perform the service the charge therefor must be reasonable, and the Commission may determine what is the reasonable charge.

**Commutation Rate Case**, 27 I. C. C., 549.

**Commutation Tickets to School Children, *In re***, 17 I. C. C., 144.

**Comstock, S. E. & Co. v. N. & M. R. Co.**, 23 I. C. C., 716.

**Concentration of Cotton at Memphis, Tenn., and Blytheville, Ark.**, 26 I. C. C., 585.

*Quoted*: Rates on Cotton and Cotton Linters, 30 I. C. C., 469.

"The application of this rule is, however, dependent upon capacity of the press and other considerations. It has not been, and can not be so rigid as to ignore the practical features of the situation by requiring compression at a compress where the facilities are not sufficient for all the cotton grown in the tributary districts, or the capacity or management of which is so inefficient as to result in congestion or in improper service."

**Concentration of Cotton and Cotton Linters at Points in Arkansas**, 29 I. C. C., 106.

**Concord & Montreal R. R. Co., Board of Trade of Troy, Ala., v.,** 6 I. C. C., 1.

See Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.

**Condensed Milk Rates between Illinois and Wisconsin,** 29 I. C. C., 43.

**Cordie-Neale Glass Co. v. St. L. S. W. R. Co.** (U. R. A-192), 27 I. C. C., 720.

**Conifer Lumber Co. v. L. & N. R. Co.,** 25 I. C. C., 272.

**Connellsville Region Coke Producers' Asso. v. B. & O. R. Co.,** 27 I. C. C., 125.

See Coke Producers' Asso., Connellsville Region, v. B. & O. R. R. Co.

**Connelly Iron Sponge & Governor Co. v. P. M. R. Co.,** 24 I. C. C., 725.

**Connecticut River R. R. Co., Board of Trade of Troy, Ala., v.,** 6 I. C. C., 1.

See Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.

**Conn. River R. R. Co., Poughkeepsie Iron Co. v.,** 4 I. C. C., 195.

See Poughkeepsie Iron Co. v. N. Y. C. & H. R. R. R. Co.

**Connolly-Fanning Co. et al., v. Pennsylvania R. R. Co. et al.,** 17 I. C. C., 283.

**Connor Lumber & Land Co. v. C. & N.-W. R. Co.,** 24 I. C. C., 725.

**Conrad Mercantile Co., Montana R. R. Com'rs in behalf of, v. Great Northern Express Co.** (5199), 28 I. C. C., 714.

**Consolidated Coal C. v. B. & O. R. Co.,** 27 I. C. C., 105.

**Consolidated Forwarding Company v. Southern Pacific Co.,** 9 I. C. C., 182.

Carriers ordered to discontinue a rule or practice whereby the initial carriers reserved to themselves the right of routing beyond their own lines shipments of oranges and other citrus fruits from California to the East, and whereby the shippers were denied their choice of established routes on the ground that the rule or practice is in violation of section 3.

**Interstate Commerce Commission v. Southern Pacific Co.**

123 Fed., 597. June 1, 1903.

C. C. S. D. Cal., S. D. Wellborn, J.

Bill to enforce Commission's order held to be sufficient upon demurrer.

**Interstate Commerce Commission v. Southern Pacific Co.**

132 Fed., 829. September 6, 1904.

C. C. S. D. Cal., S. D. Wellborn, J.

Commission's order held to be valid on the ground that the reservation of the right of routing created a traffic pool in violation of section 5.

**Interstate Commerce Commission v. Southern Pacific Co.**

137 Fed., 606. December 12, 1904.

C. C. S. D. Cal., S. D. Wellborn, J.

Carriers' motion to suspend operation of decree compelling compliance with Commission's order pending appeal denied.

**Southern Pacific Co. v. Interstate Commerce Commission.**

**Southern California Ry. Co. v. Same.**

**Atchison, Topeka & Santa Fe Ry. Co. v. Same.**

**Santa Fe Pacific R. R. Co. v. Same.**

200 U. S., 536. February 26, 1906. Peckham, J.

Commission's order held to be invalid on the ground that the reservation of the right of routing to the initial carriers is not prohibited by the act.

*Cited:* Con. For. Co. v. So. Pac. Co., 10 I. C. C., 615.

The arbitrary power of routing assumed and exercised by the carriers has been held unlawful by Commission.

*Cited:* Fla. Frt. & Veg. Shprs. Prot. Asso. v. A. C. L. R. R. Co., 14 I. C. C., 483.

While the rate from California is a low one, certainly as applied to territory east of Buffalo and Pittsburg, it is still 5 cents per 100 pounds higher than this Commission formerly found to be reasonable.

*Cited:* Merchants Cotton Press & Storage Co. v. I. C. R. R. Co., 17 I. C. C., 104.

The Act does not prevent a railroad from leasing all its refrigerator cars from one company, though the latter be a large shipper as well as the leasor of such cars.

**Consolidated Forwarding Co. v. Southern Pacific Co., 10 I. C. C., 590.**

*Cited:* Swift & Co. v. A. R. R. Co., 16 I. C. C., 429.

*Cited:* Arlington Heights Fruit Exchange v. S. P. Co., 20 I. C. C., 108.

The tariff regulation of certain carriers to the effect that ice would be furnished for refrigeration only on a minimum carload weight of 15,000 pounds found to be reasonable.

*Cited:* Arlington Heights Frt. Ex. v. S. P. Co., 19 I. C. C., 149.

Cost of producing oranges and profit, etc.



**Consolidated Fuel Co. v. A., T. & S. F. R. Co.,** 24 I. C. C., 213.

*Followed:* Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 26 I. C. C., 653.

The difference of 25 cents held to be a reasonable allowance for the difference in the distance from Sheridan and from the Northern Pacific mines to points of destination within 500 miles.

*Cited:* Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 27 I. C. C., 554.

Present report concerned with question reserved in former report of whether the through rate formerly fixed shall apply back over the industrial railroads to the respective mines.

**Consolidated Fuel Co. v. A., T. & S. F. R. Co.,** 27 I. C. C., 554.

**Consolidated Pump Co. v. L. S. & M. S. R. Co.,** 27 I. C. C., 519.

**Consolidated Water Power & Paper Co. v. San Pedro, Los Angeles & Salt Lake R. R. Co. et al.,** 20 I. C. C., 169.

**Consolidations & Combinations of Carriers, Etc.,** 12 I. C. C., 277.

**Constitution Publishing Co. v. C. of G. Ry. Co.,** 28 I. C. C., 186.

**Constitution Stone Co. v. B. & O. R. Co.,** 26 I. C. C., 717.

**Consumers' Ice Co. et al. v. Atchison, Topeka & Santa Fe Ry. Co. et al.,** 18 I. C. C., 277.

**Consumers' Ice Co. et al. v. Texas & Pacific Ry. Co. et al.,** 17 I. C. C., 491.

**Contact Process Co. v. New York, Chicago & St. Louis R. R. Co. et al.,** 17 I. C. C., 184.

**Continental Bridge Co. v. Illinois Central R. R. Co. et al.,** 20 I. C. C., 656.

**Continental Fruit Express Co. v. Southern Pacific Co.,** 9 I. C. C., 182.

See Consolidated Forwarding Co. v. Southern Pacific Co.

**Continental Fruit Express Co. v. Southern Pacific Co.,** 10 I. C. C., 590.

See Consolidated Forwarding Co. v. Southern Pacific Co.

**Continental Lumber & Tie Co. v. Texas & Pacific Ry. Co. et al.,** 18 I. C. C., 129.

**Continental Paper Bag Co. v. C. & O. Ry. Co. (U. R. A-369),** 28 I. C. C., 736.

**Continental Paper Bag Co. v. G. & J. Ry. Co. (U. R. A-346),** 28 I. C. C., 735.

**Continental Paper Bag Co. v. M. C. R. R. Co.** (U. R. A-516), 29 I. C. C., 732.

**Continental Steel & Iron Co. v. L. & N. R. Co.**, 22 I. C. C., 281.

**Contracts of Express Companies for Free Transportation of Their Men and Material over Railroads, In re**, 16 I. C. C., 246.

See In re Contracts of Express Companies, Etc.

**Cook & Watkins v. New York, New Haven & Hartford R. R. Co.** (1810), 14 I. C. C., 643.

**Cook, Simon Co. v. Pennsylvania Co. et al.**, 21 I. C. C., 678.

**Cook, Simon Co. v. Wabash R. R. Co.**, 21 I. C. C., 563.

**Cooledge, F. J. & Brother v. B. & O. R. R. Co.**, 6 I. C. C., 284.

**Cooledge, F. J. & Bro. v. Lake Erie & Western R. R. Co.**, 6 I. C. C., 284.

**Coomes & McGraw v. Chicago, Milwaukee & St. Paul Ry. Co.**, 13 I. C. C., 192.

*Quoted:* **Arkansas Fuel Co. v. C., M. & St. P. Ry. Co.**, 16 I. C. C., 96.

Although a rate is by the terms of the law binding upon all so long as it remains in effect, such rate may, nevertheless, upon proper procedure, be found and declared to be unlawful in that it is unreasonably high or unduly discriminatory, and becomes in respect to shipments made while the unjust rate was in effect the basis of an award in damages. To hold otherwise would be to make the mere establishment of rates by a carrier conclusive of their reasonableness and justness while in effect.

*Followed:* **Crescent Coal & Mining Co. v. B. & O. R. R. Co.**, 20 I. C. C., 559.

Demurrage may not be assessed except for or because of failure on part of shipper or consignee to comply with his obligations.

*Cited:* **Charles Becker v. P. M. R. R. Co.**, 28 I. C. C., 659.

In case of dispute as to reasonableness of established rates the complainant is not entitled to a refund of demurrage charges which have accrued because of his refusal to accept delivery pending the dispute.

**Cooney, J. & Co. v. Louisville & Nashville R. R. Co.**, 8 I. C. C., 93.

See **Phillips, Bailey & Co. v. Louisville & Nashville R. R. Co.**

**Cooper, A. A. & Son v. Chicago, Burlington & Quincy R. R. Co.**, 15 I. C. C., 324.

**Coors, A., v. Southern Pacific Co. et al.**, 18 I. C. C., 352.

*Followed*: Lammers Bottling Co. v. B. & O. R. R. Co., 18 I. C. C., 354.  
The classification on bottle caps maintained.

**Coosa Lumber Co. v. S. R. Co.** (U. R. A-232), 27 I. C. C., 725.

**Copper Queen Consolidated Mining Co. v. Baltimore & Ohio R. R. Co. et al.**,  
16 I. C. C., 606.

**Copper Queen Consolidated Mining Co. v. Baltimore & Ohio R. R. Co. et al.**,  
18 I. C. C., 154.

*Quoted and Reaffirmed*: Wisconsin Steel Co. v. P. & L. E. R. R. Co.,  
27 I. C. C., 154.

The rate from the ovens to Chicago of \$2.65 per net ton on coke was not shown to be unreasonable otherwise than by a comparison with the rate of \$2.35 per net ton on the same commodity when destined to the blast furnaces at or near Chicago. The evidence is clear that the rate of \$2.65 per net ton on coke was used as the basis on which the rates to all other points in central freight association territory were made.

**Copper Queen Consolidated Mining Co. v. Baltimore & Ohio R. R. Co. et al.**, 20 I. C. C., 653.

**Copper Queen Consolidated Mining Co. v. Baltimore & Ohio Southwestern R. R. Co. et al.**, 19 I. C. C., 613.

**Copper Queen Consolidated Mining Co. v. Louisville & Nashville R. R. Co. et al.**, 20 I. C. C., 662.

**Copper Queen Consolidated Mining Co. v. Morgan's Louisiana & Texas R. R. & Steamship Co. et al.**, 19 I. C. C., 612.

**Copper Queen Consolidated Mining Co. v. Pennsylvania R. R. Co. et al.**,  
18 I. C. C., 625.

**Copper Queen Consolidated Mining Co. v. Pittsburg & Lake Erie R. R. Co. et al.**, 16 I. C. C., 607.

**Corby Co., Inc., v. Baltimore & Ohio R. R. Co.**, 19 I. C. C., 607.

**Cordele Machine Shop v. Louisville & Nashville R. R. Co.**, 6 I. C. C., 361.

*Quoted*: Hill & Bro. v. Nash., C. & St. L. R. Co., 6 I. C. C., 355.

Making rates by basing them on a certain commercial center considered.

*Cited*: Brewer & Hanleiter v. Lou. & N. R. Co., 7 I. C. C., 235.

The "trade center" system of rate-making has been uniformly con-

demned by the Commission as vicious in principle and in contravention of the Act.

*Cited and Reversed:* Tomlin-Harris Mch. Co. v. L. & N. R. Co., 12 I. C. C., 134.

The former rate on pig iron to Cordele was made before the Supreme Court decided *East Tennessee, Va. & Ga. Ry. v. I. C. C.*, 181 U. S., 1, construing competition under fourth section. Former rate \$1.80-\$2.15 per ton held reasonable here.

**Core v. Erie R. R. Co.** (1346), 13 I. C. C., 683.

**Corn Belt Meat Producers' Asso. v. Chicago, Burlington & Quincy Ry. Co.**, 14 I. C. C., 376.

*Cited:* Corn Belt Meat Producers' Asso. v. Chic., Burlington & Quincy Ry. Co., 17 I. C. C., 534.

Supplemental petition.

*Cited:* Willman & Co. v. St. L., I. M. & S. Ry. Co., 22 I. C. C., 405.  
State rates afford standards of comparison of greater or less value according as they appear to be reasonable.

*Quoted:* Coke Producers Asso. v. B. & O. R. R. Co., 27 I. C. C., 132.

The average revenue per ton per mile of 5.77 mills of the Illinois Central was commented on as follows: "Its operating expenses, notwithstanding this exceedingly low basis of earning, was 67.29 per cent, somewhat below the average of the whole United States."

*Quoted:* Cedar Rapids Commercial Club v. C., R. I. & P. Ry. Co., 29 I. C. C., 540.

The 23½-cent rate which applies at Omaha is carried for 150 miles east before the process of grading down to the Mississippi River begins. This is too far. There is a strip along the Missouri River from 50 to 75 miles in width to which this 23½-cent rate may properly be applied as a blanket rate, but after that point is passed we think the rate should be gradually reduced toward the east.

**Corn Belt Meat Producers' Association v. Chicago, Burlington & Quincy R. R. Co. et al.**, 17 I. C. C., 533.

*Cited:* Noble v. B. & O. R. R. Co., 22 I. C. C., 434.

When a carrier prescribes a rate for a certain minimum weight and for a car of certain dimensions, it will not be permitted to impose additional transportation charges on the shipper who orders a car of a capacity, or dimension specified in tariff, simply because it is not provided with cars of the dimension ordered.

*Cited and Followed:* Am. Nat. Live Stock Asso. v. S. P. Co., 26 I. C. C., 40.

Sheep in double-decked cars should take same minimum and pay same rate as fat cattle.

**Cornie Stave Co. v. Chicago, Rock Island & Pacific Ry. Co.** (U. R. A-456), 29 I. C. C., 724.

**Corning Glass Works v. Boston & Albany R. R. Co.** (U. R. A-596), 30 I. C. C., 723.

**Corning Glass Works v. Erie R. R. Co.** (U. R. A-571), 30 I. C. C., 720.

**Corporation Commission of Arizona v. A. & N. M. Ry. Co.**, 29 I. C. C., 424.

**Corporation Commission of Arizona v. A. E. R. R. Co.** (5320), 28 I. C. C., 714.

**Corporation Commission of Arizona v. Atchison, Topeka & Santa Fe Ry. Co.**, 28 I. C. C., 428.

See Arizona Corporation Com. v. A., T. & S. F. Ry. Co.

**Corporation Commission of Arizona v. Atchison, Topeka & Santa Fe Ry. Co.**, 29 I. C. C., 405.

**Corporation Commission of the State of North Carolina v. Norfolk & Western Ry. Co. et al.**, 19 I. C. C., 303.

Carriers ordered to reduce to a specified amount their class rates from various points of origin to Winston-Salem and Durham, N. C., on the ground that the existing rates are unreasonable.

**Norfolk & Western Ry. Co. v. United States.**

195 Fed. 953; 1 Com. Ct. 413. April 9, 1912.

Commerce Court No. 40. Hunt, J.

Commission's order held to be valid in all respects.

*Cited and Quoted:* Bluefield Shippers Asso. v. N. & W. Ry. Co., 22 I. C. C., 525.

*Cited:* West Virginia Rail Co. v. B. & O. R. R. Co., 26 I. C. C., 625.

Competitive conditions exist at Roanoke which do not obtain at points farther west which compel the observance of the present rates.

*Cited:* B'd of Trade of Winston-Salem, N. C., v. N. & W. Ry. Co., 26 I. C. C., 147.

A point off the main-line may take higher rate than points on main-line.

*Cited:* Rates to No. Carolina Points, 29 I. C. C., 558.

The principle of the adjustment of rates to Durham and Winston-Salem applied in cited case, is followed in present case.

**Corporation Commission of Oklahoma v. A. & S. R. Co.**, 23 I. C. C., 688.

**Corporation Commission of Oklahoma v. A. & S. R. Co.**, 26 I. C. C., 520.

*Cited:* Iowa R. R. Com. v. A. E. R. R. Co., 28 I. C. C., 567.

A schedule of class rates established in cited case to apply between points in Oklahoma and points in Texas, and certain arbitraries were fixed by which the rate for a two-line haul might exceed that for a one-line haul.

**Corporation Commission of Oklahoma v. Arkansas, Oklahoma & Western R. Co.**, 27 I. C. C., 210.

*Cited:* Pacific Creamery Co. v. So. Pac. Co., 29 I. C. C., 408.

The zone system of applying rates to a section used in cited case cited with approval.

**Corporation Commission of Oklahoma v. Atchison, Topeka & Santa Fe R. Co.**, 22 I. C. C., 160.

**Corporation Commission of Oklahoma v. Atchison, Topeka & Santa Fe R. Co.**, 23 I. C. C., 656.

**Corporation Commission of Oklahoma v. Atchison, Topeka & Santa Fe R. Co.**, 24 I. C. C., 727.

**Corporation Commission of Oklahoma v. Atchison, Topeka & Santa Fe R. Co.**, 25 I. C. C., 120.

**Corporation Commission of Oklahoma v. Atchison, T. & S. F. R. Co.**, 28 I. C. C., 332.

**Corporation Commission of Oklahoma v. Chicago, Rock Island & Gulf Ry. Co. et al.**, 17 I. C. C., 379.

*Followed:* Black Horse Tobacco Co. v. I. C. R. R. Co., 17 I. C. C., 592.

Where carriers had maintained through rates which were canceled but later reinstated, reparation awarded on shipments moving at the local rates during the interim.

**Corporation Commission of Oklahoma, for Arnett Telephone Co., v. American Telephone & Telegraph Co.** (5953), 28 I. C. C., 720.

**Corporation of the Cathedral of the Incarnation v. L. I. R. Co.**, 25 I. C. C., 399.

**Corrugated Bar Co. v. St. L., I. M. & S. R. Co.**, 24 I. C. C., 705.

**Cosby, W. G., v. Richmond Transfer Co., 23 I. C. C., 72.**

*Distinguished:* Anacostia Citizens Asso. v. B. & O. R. R. Co., 25 I. C. C., 414.

The element of discrimination is different. In cited case it was a question of discrimination against one transfer company in favor of another which enjoyed an exclusive contract to solicit baggage on incoming trains. Here the transfer company was held to be the agent of the passenger. Here the discrimination is against the section of Anacostia in that the railroad denies to Anacostia the privilege of having baggage of its passenger-citizens checked from their residences through to interstate destinations, or from such destination through to their homes, while at the time such service is accorded citizens in other sections of Washington. The transfer company in the latter case is the agent of the railroad company.

**Cosmopolitan Shipping Co. v. Hamburg-American Packet Co., 13 I. C. C., 266.**

*Followed but distinguished:* Lykes Steamship Line v. Commercial Union et al., 13 I. C. C., 310, 314, 315.

Distinction in that here rail carriers of U. S. which participate in the joint through rates involved are also joined as defendants.

*Quoted:* Lykes Steamship Line v. Commercial Union et al., 13 I. C. C., 310, 314, 315.

The complainant may bring before the Commission the rail carriers engaged in the transportation of such foreign commerce to and from the ports of transshipment and subject them to investigation as to their methods of handling such business and the reasons therefor. If it is found that there is discrimination \* \* \* on the part of these rail carriers, it is within the function of the Commission to correct such wrong.

*Cited:* Ullman v. Adams Express Co., 14 I. C. C., 345.

Commission has no jurisdiction over the water carrier operating between a port of export or import in the U. S. and a foreign country not adjacent.

*Cited:* Chamber of Com. of N. Y. v. N. Y., C. & H. R. R. R. Co., 24 I. C. C., 74.

*Cited:* Galveston Com. Club v. A., T. & S. F. Ry. Co., 25 I. C. C., 217.

The Commission has no jurisdiction over the ocean rates and the ports must be treated as destinations rather than as gateways. The carriers may take into consideration the previous or further transportation of the traffic on the ocean and thus differentiate it, reasonably, from domestic traffic, but the rates to and from the ports must be reasonable,

must be published as independent from the ocean transportation, and are subject to all of the provisions of the act.

**Cotton and Cotton Linters**, 30 I. C. C., 467.

**Cotton Exchange & Board of Trade of Augusta v. Southern Ry. Co.**, 30 I. C. C., 704.

**Cottonseed & Its Products**, 28 I. C. C., 219.

See *In re Advances Cottonseed and Its Products*.

**Coudert, Frederic R., v. Colorado Fuel & Iron Co.**, 6 I. C. C., 488.

See *Colorado Fuel & Iron Co. v. Southern Pacific Co.*

**Coudert, Frederic H., v. Milton Evans**, 6 I. C. C., 520.

See *Evans v. Union Pacific Ry. Co.*

**Council, Wm. H., v. Western & Atlantic R. R. Co.**, 1 I. C. C., 339.

*Cited and followed*: *J. H. Nicolai v. Penn. R. R. Co.*, 2 I. C. C., 139.

*Cited*: *Wm. H. Macloon v. Chic. & U. W. Ry. Co.*, 5 I. C. C., 93.

*Cited*: *Joynes v. Pa. R. R. Co.*, 17 I. C. C., 362.

The Commission cannot award damages under section 8 where claim lies in trespass for ejecting passenger from a "ladies car" and requiring him to ride in "colored car" provided for him and his race under rules of railroad company. Such a claim is for the courts.

*Quoted*: *Edwards v. Nash, Chat. & St. Louis Ry. Co.*, 12 I. C. C., 249.

"Public sentiment, wherever the colored population is large, sanctions and requires this separation of races. \* \* \* This separation may be carried out on railroad trains without disadvantage to either race and with increased comfort to both."

**Council, O. W., v. St. Louis & San Francisco R. R. Co. et al.**, 16 I. C. C., 188.

**Countiss, R. H., Agent, Transcontinental Freight Bureau et al. v. Arkansas Southern Manufacturers' Association**, 21 I. C. C., 397.

**County of Maricopa Commercial Club v. Santa Fe, Prescott & Phoenix Ry. Co. et al.**, 19 I. C. C., 257.

**Covington Machine Co. v. Chesapeake & Ohio Ry. Co. (1378)**, 13 I. C. C., 684.

**Cowart-Lofton Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.**, 10 I. C. C., 421.

**Cowen-Heineberg Co. v. A., T. & S. F. Ry. Co. (U. R. A-458)**, 29 I. C. C., 725.

**Cox v. A., T. & S. F. Ry. Co. (U. R. A-427)**, 29 I. C. C., 720.



**Cox Brothers v. St. Louis, San Francisco R. R. Co.**, 14 I. C. C., 464.

**Coze Bros. & Co. v. Lehigh Valley R. R. Co.**, 4 I. C. C., 535.

Carriers ordered to reduce to the former basis certain advanced rates on anthracite coal from Pennsylvania to Perth Amboy, N. J., on the ground that the advanced rates are unreasonable.

**Interstate Commerce Commission v. Lehigh Valley R. R. Co.**

49 Fed. 177. January 15, 1892.

C. C. E. D. Pa. Acheson, J.

Commission's motion for preliminary injunction compelling carriers to comply with Commission's order denied.

**Interstate Commerce Commission v. Lehigh Valley R. R. Co.**

74 Fed. 784. May 11, 1896.

C. C. E. D. Pa. Acheson, J.

Commission's order held to be invalid (1) on the ground that the Commission erred in adopting an unreliable principle for determining the cost of the service, and (2) on the ground that the Commission is without power to fix rates.

**Interstate Commerce Commission v. Lehigh Valley R. R. Co.**

82 Fed. 1002. October 1, 1897.

C. C. A. 3d Cir. Per curiam.

Appeal withdrawn upon motion of Commission.

*Cited:* Charles P. Perry v. Fl., Cin. & Penius. R. Co., 5 I. C. C., 110-111.

*Cited:* Murphy, Wasey & Co. v. Wabash R. Co., 5 I. C. C., 125.

*Cited:* Page v. Delaware, L. & W. R. Co., 6 I. C. C., 554.

The Commission not only has the power to declare that a certain rate is unreasonable, but it may prescribe a maximum reasonable rate.

*Cited:* R. R. Com. of Ga. v. Clyde Steamship Co., 5 I. C. C., 370.

Rate over through connecting lines is correctly adjusted upon the distance through, and not upon the shorter distances over the several lines.

*Quoted:* F. Schumacher Milling Co. v. C., R. I. & P. R. Co., 6 I. C. C., 67.

*Quoted:* Investigation and Suspension Docket 76, 25 I. C. C., 473.

A system of rate making upon each article without classification, it is said, "has proved to be so cumbersome and inconvenient that the arrangement of freight into classes is deemed by the roads an essential part of rate-making, and is so treated by the act to regulate commerce, which requires that the schedule of charges which every carrier must keep open to the public 'shall contain the classification in force.'"

*Cited:* Truck Farmers' Assn. v. Northeastern R. Co., 6 I. C. C., 321.

*Cited:* Meeker & Co. v. Lehigh Valley R. R. Co., 21 I. C. C., 147.

"A railroad company by putting in force a rate of charges furnishes evidence that the rate is profitable, which is more convincing when such rate is long maintained."

*Distinguished:* Grain Rates of Chic. S. W. R. Co., 7 I. C. C., 38.

*Cited:* McGrew v. Mo. Pac. Ry. Co., 8 I. C. C., 641.

Where carrier is a competitor of shipper by being a mining company as well as carrier, the only remedy to independent operator is to secure to him a reasonable rate

**Cozart, Winfield F., v. Southern Ry. Co.,** 16 I. C. C., 226.

**Crabtree, C. J., v. Oregon R. R. & Navigation Co. et al.,** 20 I. C. C., 671.

**Craddock, Terry & Co. v. Merchants' & Miners' Transportation Co.,** 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

**Craig & Co. v. N. Y. C. & H. R. R. Co. (U. R. A-260),** 27 I. C. C., 729.

**Craig, George & Sons v. Chesapeake & Ohio Ry. Co. et al.,** 19 I. C. C., 616.

**Craig Commission Co. v. St. L., I. M. & S. R. Co.,** 24 I. C. C., 727.

**Craig, W. P. Lumber Co. v. Virginia Ry. Co. et al.,** 19 I. C. C., 144.

**Crampton, Ira E. & Son v. Cincinnati Northern R. R. Co.,** 19 I. C. C., 601.

**Crane, E. J., v. C., St. P., M. & O. R. Co. (U. R. A-225),** 27 I. C. C., 724.

**Crane & MacMahon, Inc., v. T. & O. C. R. Co.,** 23 I. C. C., 711.

**Crane Bros. v. Cincinnati, Hamilton & Dayton Ry. Co. et al.,** 16 I. C. C., 571.

**Crane Iron Works v. Central R. R. Co. of New Jersey et al.,** 17 I. C. C., 514.

*Cited:* Kaul Lumber Co. v. C. of G. Ry. Co., 20 I. C. C., 455.

*Reaffirmed:* Mfgs. Ry. Co. v. St. L., I. M. & S. Ry. Co., 21 I. C. C., 304.

*Cited:* Cancellation of Joint Rates C., Z. & G. R. R., 27 I. C. C., 360.

*Cited:* Mfrs. Ry. Co. v. St. L., I. M. & S. Ry. Co., 28 I. C. C., 120.

Whether a railroad in a particular case should be treated as a plant facility may depend chiefly upon the character of the service which it performs.

*Distinguished:* Alan Wood, Iron & Steel Co. v. P. R. R. Co., 22 I. C. C., 546.

That complainant's plant was grouped with certain other plants of a similar nature in a defined territory to and from all points in which rates were the same; that deliveries of carload freight were made to other industries in competition with complainant at various points in this territory, but were not made at the industry of the complainant bringing about an unlawful discrimination, were questions not decided in cited case because of lack of evidence.

*Cited:* Stonega Coke & Coal Co. v. L. & N. R. R. Co., 23 I. C. C., 23.

The mere fact that a particular road is entirely owned by the largest individual shipper over it, or that it was originally organized and built for the purpose of doing the work of that shipper, is not controlling against the legality of other common carriers entering into through routes and joint rate agreements. While there may be grave objections to allowing shippers to build and operate railroads over which their traffic moves, the interstate commerce act contains no prohibition of that kind.

*Distinguished:* Industrial Railways Cos., 29 I. C. C., 230.

In the cited case the plant railroad was doing the switching and the line railroad was allowing a division of rate for the service which was held to be a plant facility. Here the line railways, under compulsion of the large traffic of the steel and iron plants, extend their service beyond the interchange tracks without charge in addition to the rate.

**Crane-Johnson Co. v. G. N. Ry. Co.** (U. R. A-640), 30 I. C. C., 729.

**Crane R. Co. v. Philadelphia & Reading Ry. Co.**, 15 I. C. C., 248.

Held, that complainant is not entitled to the establishment of through routes and joint rates with defendant on ground, among others, that it is not shown that complainant is a common carrier. Complaint dismissed

**Crane Iron Works v. Interstate Commerce Commission.**

Not reported. November 10, 1911. (See 24 Ann. Rep., 21.)

Sup. Ct. D. C.

Petition for mandamus to compel Commission to grant relief asked. Suit discontinued upon motion of plaintiff's attorney.

**Crane Iron Works v. United States.**

209 Fed. 238. June 7, 1912.

Commerce Court No. 55. Knapp, J.

Commission's order of dismissal held to be valid on the ground that the Commission is vested, by section 15, with discretion in the matter of establishing joint through route and that the refusal of the Commission to establish such a route in this case was a lawful and proper exercise of that discretion.

Crane Iron Works v. United States.

Commerce Ct. No. 55. June 29, 1912.

Following *Proctor & Gamble v. U. S.* (225 U. S., 282) to the effect that a denial of relief by the Commission is not an order of which the Commerce Court has jurisdiction, case dismissed for want of jurisdiction.

*Followed*: Crane Iron Works v. C. R. R. Co. of N. J., 17 I. C. C., 514.

*Reaffirmed*: Mfgs. Ry. Co. v. St. L., I. M. & S. Ry. Co., 21 I. C. C., 304.

*Cited*: Cancellation of Joint Rates C., Z. & G. R. R., 27 I. C. C., 360.

*Cited*: Mfrs. Ry. Co. v. St. L., I. M. & S. Ry. Co., 28 I. C. C., 120.

The amount of allowances to carriers, the lines of which are owned by those whose industries are served in connection with other carriers, and the character of the service for which lawful allowances may be made.

*Cited*: Stonega Coke & Coal Co. v. L. & N. R. R. Co., 23 I. C. C., 23.

The mere fact that a road is entirely owned by the largest individual shipper over it, or that it was originally organized and built for the purpose of doing the work of that shipper is not controlling against the legality of through route and joint rate agreements between it and connecting carriers. While there may be grave objections to allowing shippers to build and operate railroads over which their traffic moves, the interstate commerce act contains no prohibition of that kind.

**Cranston Lumber Co. v. C. of G. Ry. Co.** (6574), 30 I. C. C., 715.

**Cranston, John A. Lumber Co. v. N. Y., P. & N. R. Co.**, 22 I. C. C., 658.

**Cranston Lumber Co. v. N. S. R. R. Co.** (U. R. A-377), 28 I. C. C., 737.

**Crawford City of v. C. & N. W. R. Co.**, 25 I. C. C., 259.

**Crawford City of v. O. W. R. & N. o.**, 25 I. C. C., 259.

**Crawford City of v. S. P. Co.**, 25 I. C. C., 259.

**Crawford City of v. W. W. V. R. Co.**, 25 I. C. C., 259.

**Crescent Coal & Mining Co. v. Baltimore & Ohio R. R. Co. et al**, 20 I. C. C., 559.

*Distinguished*: Crescent Coal & Mining Co. v. B. & O., 23 I. C. C., 83.

In the former case the cars were not held for or by consignees, and there was no clear and specific tariff authority for collection of the charges; while in present case the cars were held for the consignee, and the defendant's tariff in force when the shipments were made, provided certain car-service rules covering demurrage.

**Crescent Coal & Mining Co. v. C. & E. I. R. Co.**, 24 I. C. C., 149.

**Crescent Coal Mining Co. v. B. & O. R. Co.,** 23 I. C. C., 81.

**Crescent Lumber Co. v. Alabama & Vicksburg Ry. Co. et al.,** 17 I. C. C., 606.

**Crescent Lumber Co. v. Cleveland, Cincinnati, Chicago & St. Louis R. R. Co. et al.,** 21 I. C. C., 666.

**Crescent Lumber Co. v. Illinois Central R. R. Co. et al.,** 20 I. C. C., 228.

**Crescent Lumber Co. v. Mobile & Ohio R. R. Co. et al.,** 20 I. C. C., 230.

**Crescent Lumber Co. v. New Orleans, Mobile & Chicago R. R. Co. et al.,** 21 I. C. C., 666.

**Crescent Lumber Co. v. Southern Ry. Co. et al.,** 17 I. C. C., 604.

**Cressey, J. H. & Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.,** 18 I. C. C., 132.

*Cited:* Noble v. J., L. C. & E. R. R. Co., 20 I. C. C., 522.

*Cited:* Whaley-Warren Lumber Co. v. C, C. & O. Ry. Co., 21 I. C. C., 531.

Carrier disregarding routing instructions of complainant is liable for such damage as accrues from the higher charges than would have been accessible had the misrouting not occurred.

**Crews, B. S., v. Richmond & Danville R. R. Co.,** 1 I. C. C., 401.

*Cited and followed:* E. Martin et al v. Chic., Burl. & Quin. R. Co., 2 I. C. C., 39.

*Cited:* N. W. Howell, etc., v. N. Y., L. E. & W. R. R. Co., etc., 2 I. C. C., 289.

*Distinguished on above point:* In re Tariffs and Classification of A. & W. P. R. Co., 3 I. C. C., 70.

It is not a ground of complaint against a railroad company that it equalizes its rates as between small and large towns, even though the effect may be prejudicial to the large towns, which before had been specially favored.

*Cited:* Central Yellow Pine Asso. v. V. S. & P. R. Co., 10 I. C. C., 213.

Milling in transit and like privileges are not sanctioned by act and Commission so intimated in this case.

**Crocker Co. v. Atchison, Topeka & Santa Fe Ry. Co.,** 14 I. C. C., 588.

**Crombie & Co. et al. v. Southern Pacific Co. et al.,** 19 I. C. C., 561.

*Reaffirmed:* Crombie & Co. et al. v. Southern Pacific Co. et al., 25 I. C. C., 233.

Reconsideration.

**Crombie & Co. v. S. P. Co.**, 25 I. C. C., 233.

**Crombie & Co. v. Texas & Pacific Ry. Co.**, 15 I. C. C., 185.

**Crookston Lumber Co. v. Lake Shore & Michigan Southern Ry. Co. et al.**,  
17 I. C. C., 611.

**Crombie & Co. et al. v. Atchison, Topeka & Santa Fe Ry. Co.**, 18 I. C. C., 57.

**Crosby Transportation Co., Milwaukee Produce and Fruit Exchange v.**  
30 I. C. C., 653.

**Crosby & Meyers v. Goodrich Transit Co. et al.**, 17 I. C. C., 175.

**Cross, H. C., v. Lehmann, Higginson & Co.**, 5 I. C. C., 44.

See *Lehmann, Higginson & Co. v. Texas & Pac. Ry. Co.*

**Cross, H. C., v. Receivers, Missouri, Kansas & Texas Ry. Co., Lehmann,  
Higginson & Co.**, 4 I. C. C., 1.

See *Lehmann, Higginson & Co. v. So. Pac. Co.*

**Crowdus Bros. v. A., T. & S. F. Ry. Co.**, 29 I. C. C., 449.

**Crowell & Spencer Lumber Co. v. Texas & Pacific Ry. Co. et al.**, 17 I. C.  
C., 333.

**Crowell Lumber & Grain Co. v. Union Pacific R. R. Co.**, 15 I. C. C., 90.

**Crushed Stone Rates from McCook and Thornton, Ill., to Indiana and Mich-  
igan**, 29 I. C. C., 136.

See *In re Crushed Stone from McCook and Thornton, Ill., to Indiana  
and Michigan.*

**Crushed Stone Rates from Port Deposit, Md., and from other States to  
Maryland and Delaware**, 30 I. C. C., 22.

**Crutchfield & Woolfolk v. Louisville & Nashville R. R. Co.**, 14 I. C. C., 558.

*Cited:* *Crutchfield & Woolfolk v. Louisville & Nashville R. R. Co.*, 17  
I. C. C., 302.

Unable to make proper order in former proceeding for want of neces-  
sary parties.

**Crutchfield & Woolfolk v. Louisville & Nashville R. R. Co. et al.**, 17 I. C.  
C., 302.

*Compared:* *Youngblood v. I. & P. Ry. Co.*, 21 I. C. C., 570.

The party to whom reparation was awarded did not become a party  
to the proceeding until more than two years had elapsed after the cause  
of action had occurred.

**Crutchfield & Woolfolk v. S. P. Co.**, 24 I. C. C., 651, 679.

*Cited*: Crutchfield & Woolfolk v. S. P. Co., 24 I. C. C., 679.  
Petition to rehear denied.

**Crutchfield, Woolfolk & Clore v. F. E. C. Ry. Co.**, 28 I. C. C., 274.

**Crystal Oil Works v. P. R. Co.** (U. R. A-178), 27 I. C. C., 718.

**Cudahy Packing Co. v. Chicago & Northwestern Ry. Co.**, 12 I. C. C., 446.

**Cumberland & Pennsylvania R. R. Co. et al. Independent Supply Co. v.**, 20  
I. C. C., 66.

**Cumberland Valley R. R. Co., Baker v.** (1399), 13 I. C. C., 684.

**Cumberland Valley R. R. Co., Baker v.**, 14 I. C. C., 568.

**Cumberland Valley R. R. Co. et al., Baker, J. E., v.**, 17 I. C. C., 614.

**Cumberland R. R. Co., Clark Coal & Coke Co. v.**, 24 I. C. C., 718.

**Cumberland Valley R. R. Co., Frick Co. v.** (U. R. A-382), 28 I. C. C., 738.

**Cumberland Valley R. R. Co., E. D. McClelen v.**, 6 I. C. C., 588.

**Cumberland Valley R. R. Co., National Wholesale Lumber Dealers' Assn. v.**,  
9 I. C. C., 87.

**Cumberland Valley R. R. Co., Sharon v.** (U. R. A-532), 29 I. C. C., 734.

**Cumberland Valley R. R. Co., Standard Lime & Stone Co. v.**, 15 I. C. C., 620.

See Standard Lime & Stone Co. v. C. V. R. R. Co.

**Curll v. C. & O. Ry. Co.** (U. R. A-347), 28 I. C. C., 733.

**Currie Co. v. C. & N. W. Ry. Co.** (5761), 28 I. C. C., 718.

**Currie & Co v. C. & N. W. Ry. Co.** (U. R. A-563), 30 I. C. C., 719.

**Curry & Whyte Co. v. D. & I. R. R. R. Co.**, 30 I. C. C., 1.

**Curry & Whyte Co. v. G. N. Ry. Co.** (U. R. A-568; A-645), 30 I. C. C.,  
719, 730.

**Curtis Bros. v. S. P. Co.**, 23 I. C. C., 372.

**Curtis Sash & Door Co. v. C. & N. W. R. Co.**, 25 I. C. C., 103.

**Cutler v. Wabash R. R. Co.** (6351), 30 I. C. C., 714.

**Cutter, C. R., v. Atchison, Topeka & Santa Fe Ry. Co.**, 11 I. C. C., 689.

## D

**D. & K. Fertilizer Co. v. Chicago, Burlington & Quincy Ry. Co.** (864), 12 I. C. C., 583.

**Dairymen's Supply Co. v. P. R. R. Co.**, 28 I. C. C., 406.

**Daish, S. S. & Sons v. Cleveland, Akron & Columbus Ry. Co.**, 9 I. C. C., 513.

**Dakota & Western Ry. Co., R. C. B. H. & W. R. R. Co. v.** (U. R. A-646), 30 I. C. C., 730.

**Dakota Cereal Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 625.

**Dale Sand Co. v. S. Ry. Co.** (U. R. A-606), 30 I. C. C., 724.

**Daley v. U. P. R. R. Co.** (U. R. A-385), 28 I. C. C., 739.

**Dallas Freight Bureau v. Austin & Northwestern R. R. Co.**, 9 I. C. C., 68.

*Cited:* Dallas Freight Bureau v. M., K. & T. Ry. Co., 12 I. C. C., 428.

Traffic moves from interstate points to destinations in the so-called common-point territory of the State of Texas under a system of rates larger than that in any other portion of the United States.

*Cited:* Boraird Supply Co. v. A., T. & S. F. Ry. Co., 13 I. C. C., 66

Competition between carriers, and in rates, between points of production, and of products, are matters that constitute such dissimilarity in conditions as will prevent the lower rate to the more distant point from violating the fourth section of the act.

**Dallas Freight Bureau v. Gulf, Colorado & Santa Fe Ry. Co.**, 12 I. C. C., 223.

*Cited:* State of Oklahoma v. A., T. & S. F. Ry. Co., 14 I. C. C., 519.

Reasonableness of coal rates in territory west of the Mississippi River considered.

*Quoted:* Morse Produce Co. v. C., M. & St. P. Ry. Co., 15 I. C. C., 339.

*Followed:* West Texas Fuel Co. v. Texas & Pacific Ry. Co., 17 I. C. C., 491.

The claim for reparation should be presented along with the rest of the complainant's case, the Commission is not disposed to try cases by piecemeal.

*Cited and quoted:* Ft. Dodge Com. Club. v. I. C. R. R. Co., 16 I. C. C., 582.

*Quoted:* Clark Co. v. B. & S. Ry. Co., 18 I. C. C., 381.

In testing the reasonableness of a certain rate, the rates on the same or adjacent lines in the immediate territory where the same conditions



exist are of much greater significance than rates over lines in other sections of the country.

*Cited:* Muskogee Traffic Bu. v. A., T. & S. F. Ry. Co., 17 I. C. C., 173.  
Per-ton-mile comparisons are often helpful in reaching a conclusion in respect to reasonableness of rates, but to take that as the sole test would be a scrutiny from the narrowest viewpoint.

*Followed:* Byrnes v. A. C. L. R. R. Co., 23 I. C. C., 253.

The fact that a rate is ordered reduced in no wise necessarily implies that reparation will be awarded.

**Dallas Freight Bureau v. Missouri, Kansas & Texas Ry. Co., 12 I. C. C., 427.**

*Cited:* Rhinelander Paper Co. v. N. P. Ry. Co. et al., 13 I. C. C., 635.

The Commission has frequently pointed out that a comparison with rates in other and distant parts of the country where different physical, competitive, and traffic conditions exist, is insufficient to establish the unreasonableness of the rates under examination.

*Quoted:* National Petroleum Asso. v. Ann Arbor R. Co., 14 I. C. C., 281.

*Quoted:* Oscar P. Taylor v. M. P. Ry. Co., 15 I. C. C., 166.

*Cited:* Advances in Rates, Eastern Case, 20 I. C. C., 255.

*Cited:* Escanaba Business Men's Asso. v. A. A. R. R. Co., 24 I. C. C., 20.

The case seems to have been thrown together as if the Commission needed only to have the opportunity presented to it to take favorable action. \* \* \* We are authorized under the act to order a reduction in rates only when it is made to appear that they are unjust, or unreasonable, or unjustly discriminatory, or unduly preferential.

*Cited:* Godfrey & Son v. T., A. & L. Ry. Co., 15 I. C. C., 67.

The Texas rate system considered.

*Cited:* Williams Co. v. S. & P. Ry. Co., 16 I. C. C., 484.

The Texas common point, or group, system of rate making has often been considered by this Commission and Waco has usually been taken as the center of the group for the purpose of considering mileages.

*Cited:* Texas Common Point Case, 26 I. C. C., 529.

Competitive conditions out of which the common point rates grew explained in cited case.

**Dallas Freight Bureau v. Texas & Pacific Ry. Co., 8 I. C. C., 33.**

*Distinguished:* Geo. Tileston Mill Co. v. Northern Pac. R. Co., 8 I. C. C., 361.

Fourth section violation. Here prejudice against intermediate point exists. In Dallas case such prejudice did not exist.

- Dallas Lumber & Logging Co. v. S. P. Co.** (U. R. A-475), 29 I. C. C., 727.
- Danciger, Dan, et al. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 16 I. C. C., 604.
- Danciger v. E. R. R. Co.**, 29 I. C. C., 99.
- Danciger v. P., C., C. & St. L. Ry. Co.**, 29 I. C. C., 99.
- Daniels, E. J., v. Chicago, Rock Island & Pacific Ry. Co.**, 6 I. C. C., 458.

*Cited:* R. R. Com. of La. v. St. L. S. W. Ry. Co., 23 I. C. C., 34.

A carrier may not impose an unreasonable high local rate outbound upon any community because of the advantages that it properly enjoyed for securing low inbound rates.

*Quoted:* Chamber of Com. Newport News v. S. Ry. Co., 23 I. C. C., 351.

When Congress enacted that one locality should not have undue preference in rates or facilities over another locality, or be subjected to any unreasonable prejudice or disadvantage, it opened the door for and made material any evidence which tends to throw light upon the question of undue preference or prejudice. These terms imply comparison of relative locations of natural or acquired advantages, of the reasonableness of charges per se and in their relation to other rates on the various lines which serve the competing localities.

- Daniels, E. J., v. Great Northern Ry. Co.**, 6 I. C. C., 458.

See Daniels v. Chicago, Rock Island & Pacific Ry. Co.

- Daniel, J. N., v. Louisville & Nashville R. R. Co.**, 8 I. C. C., 377.

See Savannah Bureau of Freight & Trans. v. Louisville & Nashville R. R. Co.

- Daniels Linseed Co. v. C., M. & St. P. Ry. Co.** (U. R. A-277), 28 I. C. C., 724
- Dan Joseph Co. v. A. C. L. R. R. Co.** (U. R. A-506), 29 I. C. C., 731.
- Dant & Russell (Inc.) v. G. & P. R. R. Co.** (U. R. A-436), 29 I. C. C., 722.
- Danville Brick Co. v. Chicago & Northwestern Ry. Co. et al.**, 20 I. C. C., 239.

*Cited:* Evans & Howard Fire Brick Co. v. St. L., I. M. & S. Ry. Co., 25 I. C. C., 148.

A rate on brick of 9 cents for a haul of 290 miles upheld in cited case.

- Danville, City of, v. Southern Ry. Co.**, 8 I. C. C., 409, 571.

Carriers ordered to cease charging the existing rates from St. Louis, Mo., and other points, which are higher for the shorter haul to Danville.

Va., than for the longer haul to Lynchburg and other Virginia cities, on the ground that such rates are in violation of sections 3 and 4.

Interstate Commerce Commission v. Southern Ry. Co.

117 Fed. 741. August 4, 1902.

C. C. W. D. Va. McDowell, J.

Commission's order held to be invalid on the ground that competition justifies the existing rate adjustment.

Interstate Commerce Commission v. Southern Ry. Co.

122 Fed. 800. May 5, 1903.

C. C. A. 4th Cir. Boyd, J.

Commission's order held to be invalid on the ground that competition justifies the existing rate adjustment. Appeal to Supreme Court taken but not perfected, carriers substantially complying with Commission's order.

*Cited:* Board of Trade v. N. C. & St. L. R. Co., 8 I. C. C., 530 (503).

*Cited:* Holdzkom v. Michigan Cen. Ry. Co., 9 I. C. C., 57.

In fixing the rate to Hampton the carrier is bound to take into account the interest of the community of Hampton as well as its own interest, and it must not put in a rate at that point which prohibits its citizens from the transaction of business in competition with Palatka.

*Cited:* Nathan Myer v. C., C. & St. L. Ry. Co., 9 I. C. C., 86.

The same principle must apply to the relation between two commodities as exists between two localities.

*Cited:* Johnson v. Chic., St. P. & M. & O. R. Co., 9 I. C. C., 247.

If a carrier makes some profit in carrying 100 pounds of first-class merchandise a distance of 590 miles for 80 cents, there is certainly a strong presumption that 32 cents is an unreasonable charge for carrying 100 pounds the additional distance of 47 miles.

*Cited:* Gardner & Clark v. So. R. Co., 10 I. C. C., 344.

*Cited:* City of Spokane v. N. P. Ry. Co., 21 I. C. C., 408.

Conditions at Danville and Lynchburg examined and found that competition exists at the latter which justifies a lower rate to it in most instances.

*Cited:* Corporation Commission, North Carolina, v. N. & W. Ry. Co., 19 I. C. C., 308.

Questions relating to adjustment of rates from both the east and the west to the Virginia cities and points south thereof have been considered by the Commission.

- Danville Lumber & Manufacturing Co. v. S. R. Co., 22 I. C. C., 663.
- Darbyshire & Evans v. El Paso & Southwestern R. R. Co., 16 I. C. C., 435.
- Darbyshire & Evans v. G., H. & S. A. Ry. Co. (4227), 30 I. C. C., 711.
- Darbyshire-Harvie Iron & Machine Co. v. El Paso & Southwestern R. R. Co., 15 I. C. C., 451.
- Darling & Co. v. B. & O. R. R. Co., 15 I. C. C., 79.

*Cited:* Bash Fertilizer Co. v. Wabash R. R. Co., 18 I. C. C., 525.

Rates on acid phosphate or the rates on rock from Mt. Pleasant, Tenn., to Ft. Wayne and Prairie Switch, Ind., were not formerly considered.

- Daugherty, McKey & Co. v. F. E. C. R. Co. (U. R. A-253), 27 I. C. C., 728.
- Davenport, A. H., v. Southern Ry. Co., 11 I. C. C., 650.
- Davenport Commercial Club v. Yazoo & Mississippi R. R. Co. et al, 16 I. C. C., 209.
- Davenport Commercial Club v. Yazoo & Mississippi Valley R. R. Co. et al, 20 I. C. C., 19.
- Davenport Pearl Button Co. v. Chicago, Burlington & Quincy R. R. Co. et al, 17 I. C. C., 193.
- Daves & Daves Grain Co. v. M. V. R. R. Co. (U. R. A-569), 30 I. C. C., 719.
- Davidson Bros. v. L. N. R. Co., 25 I. C. C., 103.
- Davidson Lumber Co. v. S. R. Co., 26 I. C. C., 715.
- Davidson Lumber Co. v. S. Ry. Co. (U. R. A-603), 30 I. C. C., 724.
- Davis Bros. Lumber Co. v. C., R. I. & P. R. Co., 26 I. C. C., 257
- Davies, Alfred Owen, v. Louisville & Nashville R. R. Co. et al, 18 I. C. C., 540.

*Cited:* Investigation & Suspension Docket 76, 25 I. C. C., 495.

Allowances for demurrage in connection with shipments of fruit considered.

*Quoted:* Demurrage Allowances, 30 I. C. C., 542.

With respect to carload fruit and vegetable shipments "The service of loading, furnishing material, and placing in the cars is an additional service over and above the transportation for which carriers are entitled to receive reasonable compensation."

**Davies, Edward G., Illinois Central R. R. Co.,** 16 I. C. C., 376.

*Quoted:* Sun Co. v. I. C. R. R. Co., 22 I. C. C., 199.

The estimated weights are intended to be their fair average actual weight, and are not fixed for the purpose of giving either to the shipper or to the carrier an advantage in the matter of freight charges. On the contrary, such tariffs are established as we understand them, simply to expedite the service and minimize the labor and expense of carriage.

**Davies, Edward G., v. Illinois Central R. R. Co.,** 17 I. C. C., 186.

**Davies, Edward G., v. Illinois Central R. R. Co.,** 19 I. C. C., 3.

**Davies, Edward G., v. Pere Marquette R. R. Co.,** 10 I. C. C., 405.

**Davis, Samuel Preston, v. St. L., I. M. & S. R. Co.,** 24 I. C. C., 309.

**Davis, William N., v. West Jersey Express Co. et al.,** 16 I. C. C., 214.

**Davis, W. Mills, v. Erie R. R. Co.,** 20 I. C. C., 655.

**Davis & Shaw Furniture Co. v. Chicago, Rock Island & Pacific Ry. Co.**  
(U. R. A-167), 27 I. C. C., 716.

**Davis Brothers Lumber Co., Ltd., v. Chicago, Rock Island & Pacific Ry. Co.**  
(U. R. A-525), 29 I. C. C., 733.

**Davis Milling Co. v. Atchison, Topeka & Santa Fe Ry. Co.** (U. R. A-398),  
28 I. C. C., 740.

**Davis Sewing Machine Co. v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al.,** 20 I. C. C., 664.

**Davis Sewing Machine Co. v. Pittsburg, Cincinnati, Chicago & St. Louis R. Co.,** 22 I. C. C., 291.

*Reversed:* Davis Sewing Machine Co. v. P., C., C. & St. L. R. Co., 26 I. C. C., 282.

The increase in rating on bicycles in carloads from Dayton, Ohio, to Chicago, Ill., from second class to first class now held to be justified.

**Davis Sewing Machine Co. v. Pittsburg, Cincinnati, Chicago & St. Louis R. Co.,** 26 I. C. C., 282.

**Davis Sewing Machine Co. v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co.** (U. R. A-236), 27 I. C. C., 726.

**Dawson Bros. v. Atchison, Topeka & Santa Fe R. Co.,** 22 I. C. C., 665.

**Day, J. H. Co. v. Baltimore & Ohio Southwestern R. R. Co. et al.,** 19 I. C. C., 577.

**Day, J. H. Co. v. Baltimore & Ohio Southwestern R. Co.,** 24 I. C. C., 710.

**Dayton Chamber of Commerce v. Chesapeake & Ohio Ry. Co. et al**, 18 I. C. C., 613.

**Dayton Chamber of Commerce v. Chicago, Milwaukee & St. Paul Ry. Co. et al**, 16 I. C. C., 82.

**Dayton, Ft. Wayne & Chicago Ry. Co., Beaver & Co. v.**, 4 I. C. C., 733.

See *Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.*

**Dayton, Lebanon & Cincinnati R. R. & T. Co., Ohio & Michigan Coal Co. v.** (U. R. A-518), 29 I. C. C., 732.

**Dayton Receivers' & Shippers' Asso. v. Louisville & Nashville R. R. Co.**, (1027), 12 I. C. C., 587.

**Daywitt, A. B., v. Chicago, Rock Island & Pacific R. Co.** (4821), 27 I. C. C., 704.

**Daze, Charles, v. Atchison, Topeka & Santa Fe R. Co.** (U. R. A-113), 27 I. C. C., 708.

**Dean & Humphrey v. Southern Pacific Co. et al**, 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

**Dean Electric Co. v. L. S. & M. S. Ry. Co.** (U. R. A-464), 29 I. C. C., 725.

**DeBary, Fred'k & Co. v. Louisiana Western R. R. Co. et al**, 18 I. C. C., 527.

**DeCamp, A. P., Lessee of the St. Louis Blast Furnace Co., v. Baltimore & Ohio R. Co.**, 26 I. C. C., 355.

**De Camp Bros. et al v. Southern Ry. Co. et al**, 16 I. C. C., 144.

**De Camp Bros. & Yule Iron, Coal & Coke Co. v. V. & S. R. Co.**, 22 I. C. C., 274.

*Distinguished*: *Kennedy & Co. v. St. L. S. W. Ry. Co.*, 22 I. C. C., 278.

The 40-cent rate was legally established. The V. S. & P. R. R. Co. was not shown to have been a party to the St. Louis Southwestern tariff, and it was not shown that complainant was damaged.

*Followed*: *Edison Portland Cement Co. v. D., L. & W. R. R. Co.*, 22 I. C. C., 383.

Where an initial carrier quotes a through rate which is not concurred in by connecting carrier it will be held responsible for any rate damage incurred thereby by the shipper.

**De Camp Fuel Co. v. Chicago, Milwaukee & St. Paul R. Co.**, 23 I. C. C., 713.

**Decarie Incinerator Co. v. Minneapolis & St. Louis R. R. Co. et al**, 21 I. C. C., 71.

- Decision on Supplementary Hearing, Re,** 6 I. C. C., 449.
- Deckelman Bros. v. Chicago, Rock Island & Pacific R. Co.,** 24 I. C. C., 710.
- Decker & Sons v. Chicago, Milwaukee & St. Paul Ry. Co.,** 30 I. C. C., 547.
- De Cou v. Pennsylvania R. R. Co.,** 12 I. C. C., 160.
- Dedrick, C. R. Electric Supply Co. v. S. P. & S. R. Co.,** 24 I. C. C., 712.
- Deeds & Manley v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.**  
(1377), 13 I. C. C., 684.
- Deepwater Ry. Co., Kile & Morgan Co. v.,** 15 I. C. C., 235  
See *Kile & Morgan Co. v. Deepwater Ry. Co.*
- Deere & Weber Co. v. Michigan Central R. R. Co. et al.,** 18 I. C. C., 628.
- Deeves, Griffen H. Lumber Co. v. A. V. R. Co.,** 25 I. C. C., 42.
- Deeves, Griffen H. Lumber Co. v. C. & I. W. R.,** 22 I. C. C., 672.
- Deeves, Griffen H. Lumber Co. v. Chicago & North Western Ry. Co. et al.,**  
19 I. C. C., 482.
- Deeves Lumber Co. v. M., St. P. & S. S. M. R. Co. (U. R. A-145),** 27 I. C.  
C., 713.
- Deeves, Griffen H. Lumber Co. v. St. Louis, Iron Mountain & Southern Ry.  
Co. (1730),** 14 I. C. C., 642.
- Degentesh Bros. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.,** 20 I. C.  
C., 672.
- De Laval Separator Co. v. New York Central & Hudson River R. R. Co. et  
al.,** 21 I. C. C., 685.
- De Laval Separator Co. v. New York Central & Hudson River R. R. Co.**  
(6610), 30 I. C. C., 715.
- Delaware & Hudson Canal Co., Board of Trade of Chattanooga, Tenn., v.,**  
5 I. C. C., 546.  
See *Board of Trade of Chattanooga v. East Tennessee, Virginia &  
Georgia Ry. Co.*
- Delaware & Hudson Canal Co., Independent Refiners' Asso. of Titusville &  
Oil City v.,** 5 I. C. C., 415.  
See *Independent Refiners' Asso., etc., v. W. N. Y. & Pa. R. R. Co.*
- Delaware & Hudson Canal Co., Independent Refiners' Asso. of Titusville,  
Pa., v.,** 6 I. C. C., 378.  
See *Independent Refiners' Asso. of Titusville, Pa., v. Western, New  
York & Pennsylvania R. R. Co.*

**Delaware & Hudson Canal Co., Milk Producers' Protective Asso. v., 7 I. C. C., 92.**

See Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.

**Delaware & Hudson Canal Co., Paine Brothers & Co. v., 7 I. C. C., 218.**

See Paine Bros. & Co. v. Lehigh Valley R. R. Co.

**Delaware & Hudson Canal Co., Ralph W. Thatcher v., 1 I. C. C., 152.**

See Thatcher v. Delaware & Hudson Canal Co.

**Delaware & Hudson Co., Central Commercial Co. v. (U. R. A-445), 29 I. C. C., 723.**

**Delaware & Hudson Co., Clark, Fred G. Co. v., 11 I. C. C., 558.**

See Clark Co. v. L. S. & M. S. Ry. Co.

**Delaware & Hudson Co., Hood, H. P. & Sons v., 17 I. C. C., 15.**

See Hood & Sons v. D. & H. Co.

**Delaware & Hudson Co., H. T. & W. R. R. Co. v. (U. R. A-639), 30 I. C. C., 729.**

**Delaware & Hudson Co., Murray Lighterage & Transportation Co. v., 25 I. C. C., 388.**

See Murray Lighterage & Transportation Co. v. D. & H. Co.

**Delaware & Hudson Co., Murray Line v., 19 I. C. C., 602.**

**Delaware & Hudson Co., National Hay Asso. v., 9 I. C. C., 264.**

**Delaware & Hudson Co., Waverly Oil Works v., 11 I. C. C., 558.**

See Clark Co. v. L. S. & M. S. Ry. Co.

**Delaware Lackawanna & Western R. R. Co. et al., Alpha Portland Cement Co. v., 19 I. C. C., 297.**

**Delaware, Lackawanna & Western R. R. Co. et al., American Circular Loom Co. v., 18 I. C. C., 610.**

**Delaware, Lackawanna & Western R. R. Co. et al., Collins, Thos. W. & Co. v., 18 I. C. C., 614.**

**Delaware, Lackawanna & Western R. R. Co., Dennis, McCarthy, Fiscal Supervisor of State Charities of N. Y. v., 24 I. C. C., 705.**



**Delaware, Lackawanna & Western R. R. Co., Detmer Woolen Co. v. (1352),**  
13 I. C. C., 683.

**Delaware, Lackawanna & Western R. R. Co. et al., Edison Portland Cement**  
**Co. v.,** 20 I. C. C., 95.

**Delaware, Lackawanna & Western R. R. Co., Edison Portland Cement Co. v.,**  
22 I. C. C., 382.

**Delaware, Lackawanna & Western R. R. Co., Edison Portland Cement Co. v.,**  
22 I. C. C., 661.

**Delaware, Lackawanna & Western R. R. Co., Edison Portland Cement Co. v.,**  
22 I. C. C., 672.

**Delaware, Lackawanna & Western R. R. Co., Globe-Wernicke Co. v.,** 11 I.  
C. C., 156.

**Delaware, Lackawanna & Western R. R. Co., John C. Haddock v.,** 4 I. C.  
C., 296.

See Haddock v. D., L. & W. R. R. Co.

**Delaware, Lackawanna & Western R. R. Co. et al., Jaekel Bros. v.,** 18 I. C.  
C., 621.

**Delaware, Lackawanna & Western R. R. Co. et al., Liebold, G. Co. v.,** 17 I.  
C. C., 503.

See Liebold Co. v. D., L. & W. R. R. Co.

**Delaware, Lackawanna & Western R. R. Co., Major Co. v. (U. R. A-165),** 27  
I. C. C., 716.

**Delaware, Lackawanna & Western Ry. Co., Marian Coal Co. v.,** 24 I. C.  
C., 140.

See Marian Coal Co. v. D., L. & W. Ry. Co.

**Delaware, Lackawanna & Western Ry. Co., Marian Coal Co. v.,** 25 I. C.  
C., 14.

See Marian Coal Co. v. D., L. & W. Ry. Co.

**Delaware, Lackawanna & Western R. R. Co., Marian Coal Co. v.,** 27 I. C.  
C., 441.

**Delaware, Lackawanna & Western R. R. Co., Milk Producers' Protective**  
**Asso. v.,** 7 I. C. C., 92.

See Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.

**Delaware, Lackawanna & Western R. R. Co., Mountain Ice Co. v.**, 15 I. C. C., 305.

See *Mountain Ice Co. v. D., L. & W. R. R. Co.*

**Delaware, Lackawanna & Western R. R. Co. et al., Mountain Ice Co. et al. v.**, 17 I. C. C., 447.

See *Mountain Ice Co. v. D., L. & W. R. R. Co.*

**Delaware, Lackawanna & Western R. R. Co., Mountain Ice Co. v.**, 21 I. C. C., 45, 596.

See *Mountain Ice Co. v. D., L. & W. R. R. Co.*

**Delaware, Lackawanna & Western R. R. Co., National Hay Asso. v.**, 9 I. C. C., 264.

**Delaware, Lackawanna & Western R. R. Co., New York Board of Trade & Transportation v.**, 4 I. C. C., 447.

See *N. Y. Board of Trade, etc., v. Penn. R. R. Co.*

**Delaware, Lackawanna & Western R. R. Co., New York Produce Exchange v.**, 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

**Delaware, Lackawanna & Western Ry. Co., Nicoll & Co. v.**, 25 I. C. C., 303.

**Delaware, Lackawanna & Western R. R. Co. et al., Northern Anthracite Coal Co. v.**, 19 I. C. C., 549.

**Delaware, Lackawanna & Western R. R. Co., Page, Alanson S., v.**, 6 I. C. C., 148, 548.

**Delaware, Lackawanna & Western R. R. Co., Paine Bros. & Co. v.**, 7 I. C. C., 218.

See *Paine Bros. & Co. v. Lehigh Valley R. R. Co.*

**Delaware, Lackawanna & Western R. R. Co., Planters' Compress Co. v.**, 11 I. C. C., 382.

See *Planters' Compress Co. v. C., C., C. & St. L. Ry. Co.*

**Delaware, Lackawanna & Western Ry. Co. et al., Post, E. E. Co. v.**, 21 I. C. C., 678.

**Delaware, Lackawanna & Western R. R. Co., Preston & Davis v.**, 12 I. C. C., 114.

See *Preston & Davis v. D., L. & W. R. R. Co.*

**Delaware, Lackawanna & Western R. R. Co., Rahway Valley R. R. Co. v.,** 14 I. C. C., 191.

**Delaware, Lackawanna & Western R. R. Co. et al., Rudgear-Morle Co. v.,** 19 I. C. C., 614.

**Delaware, Lackawanna & Western R. R. Co., Shamberg, Jacob, v.,** 4 I. C. C., 630.

See Shamberg v. D., L. & W. R. R. Co.

**Delaware, Lackawanna & Western R. R. Co., Solvay Process Co. v.,** 14 I. C. C., 246.

See Solvay Process Co. v. D., L. & W. R. R. Co.

**Delaware, Lackawanna & Western R. R. Co., Thornton & Chester Milling Co. v.,** 13 I. C. C., 37.

See Thornton & Chester Milling Co. v. D., L. & W. R. R. Co.

**Delaware, Lackawanna & Western R. R. Co., Warner, H. H., v.,** 4 I. C. C., 32.

See Warner v. N. Y. C. & H. R. R. R. Co.

**Delaware, Lackawanna & Western Ry. Co., Wharton Steel Co. v.,** 25 I. C. C., 303.

See Wharton Steel Co. v. D., L. & W. Ry. Co.

**Delaware, Lackawanna & Western R. R. Co., Wilson Bros. v.,** 25 I. C. C., 11.

**Delaware R. R. Co., Delaware State Grange of the Patrons of Husbandry v.,** 4 I. C. C., 588.

See Delaware State Grange, etc., v. N. Y., Phila. & Norfolk R. R. Co.

**Delaware State Grange of the Patrons of Husbandry v. New York, Philadelphia & Norfolk R. R. Co.,** 2 I. C. C., 309.

**Delaware State Grange, Patrons of Husbandry, v. New York, Philadelphia & Norfolk R. R. Co.,** 4 I. C. C., 588.

Carriers ordered to reduce to a specified amount the rates on fruit and vegetables and other perishable freight from Delaware and Maryland to Jersey City, N. J., and Philadelphia, Pa., on the ground that the existing rates are unreasonable.

**Interstate Commerce Commission v. New York, Philadelphia & Norfolk R. R. Co.**

Not reported.

C. C. E. D. Va.

Commission's order held to be invalid. No appeal. (See 7th Annual Report, p. 29; Senate Hearings Committee on Interstate Commerce, 1904-5, vol. 5, p. 312.)

*Cited:* Charles P. Perry v. Fl. Cen. Penins. R. Co., 5 I. C. C., 112.

Commission not only empowered to declare a rate unreasonable, but may prescribe a reasonable maximum rate.

*Cited:* P. H. Loud, Jr., v. So. Car. Ry. Co., 5 I. C. C., 529, 543.

*Cited:* Board of R. Com. v. Florence R. Co., 8 I. C. C., 18.

Rates should bear a fair and reasonable relation to the antecedent cost of the traffic as delivered to the carrier and to the commercial value of such traffic, but it is incumbent on parties invoking this rule to make satisfactory and reliable proof as to such antecedent cost and commercial value. With perishable freight, special service is rendered and a higher rate than for ordinary freight is warranted.

*Quoted:* Board of R. Com. v. Florence R. Co., 8 I. C. C., 19.

"That if a rate is so high as to yield a large profit to a carrier and to deprive its patrons of any profit and make their business ruinous, then the interests of its patrons and the general public interest as well require the carrier to remit a portion of its profits and accept a rate more equitable both to carrier and public. This is indispensable to make a rate reasonable and just."

*Cited:* Billings Chamber of Commerce v. C., B. & Q. R. R. Co., 19 I. C. C., 75.

The fact that these branch lines considered by themselves fail to show large earnings does not justify the charging of unreasonable rates.

**Delaware State Grange v. New York, Philadelphia & Norfolk R. R. Co.**, 5 I. C. C., 161.

**Dells Paper & Pulp Co. v. Chicago & North Western Ry. Co. et al.**, 20 I. C. C., 419.

*Cited:* Investigation & Suspension Docket 76, 25 I. C. C., 608.

The views of the Commission on the matter of declared and invoice values declared in cited case.

**Delphos Mfg. Co. v. P. Co.** (5753), 28 I. C. C., 718.

**Delray Salt Co. v. Chicago, St. Paul, Minneapolis & Omaha R. R. Co. et al.**, 16 I. C. C., 507.

**Delray Salt Co. v. Detroit, Toledo & Ironton Ry. Co. et al.**, 18 I. C. C., 245.

**Delray Salt Co. v. Michigan Central R. R. Co. et al.**, 17 I. C. C., 620.

**Delray Salt Co. v. Michigan Central R. R. Co. et al.**, 18 I. C. C., 268.

**Delray Salt Co. v. Michigan Central R. R. Co. et al.**, 19 I. C. C., 606.

**Delray Salt Co. v. Michigan Central R. R. Co. et al.**, 20 I. C. C., 653.

**Delray Salt Co. v. Pennsylvania Railroad Co. et al.**, 18 I. C. C., 259.

*Distinguished*: **International Salt Co. v. P. R. R. Co.**, 20 I. C. C., 539.

In Delray case discrimination was shown in having to compete in the markets beyond Detroit on the 11-cent rate on salt as against the 10-cent rate to Chicago. Here all the rock salt producers enter Detroit on the same basis and there is therefore no element of discrimination presented.

*Followed*: **Swift & Co. v. P. R. R. Co.**, 29 I. C. C., 465.

Salt rates from producing territory in New York to Chicago and other points in C. F. A. territory.

**Delray Salt Co. v. Wabash R. R. Co. et al.**, 19 I. C. C., 602.

**Deming Lumber Co. v. S. P. Co.**, 24 I. C. C., 598.

*Cited*: **Commercial Club of Omaha v. A. & S. R. Ry. Co.**, 27 I. C. C., 323.

Where the freight charges are tendered and paid to the delivering carrier by consignees, but the paid expense bills are transmitted to consignors in lieu of the same amount of cash and deducted from the invoice price in settlement, the consignors are the real parties in interest as concerns reparation.

**De Moll & Co. v. Southern Ry. Co.**, 30 I. C. C., 446.

**Demurrage Charges on Privately Owned Tank Cars, In re**, 13 I. C. C., 378.

*Followed*: **Cambria Steel Co. v. B. & O. R. R. Co.**, 15 I. C. C., 484.

The ruling in re demurrage charges on privately owned tank cars would not be retroactive.

**Demurrage Investigation, In re**, 19 I. C. C., 496.

**Denison Light & Power Co. v. Missouri, Kansas & Texas Ry. Co.**, 10 I. C. C., 337.

*Cited*: **Dallas, Ft. Bureau v. Gulf, Col. & S. F. Ry. Co.**, 12 I. C. C., 227.

Coal rates from South McAlister to Denison considered.

**Denton Lumber Co. v. Southern Ry. Co.**, 21 I. C. C., 679.

**Denver & Rio Grande R. R. Co. et al., Algert, C. H. Co. v.**, 20 I. C. C., 93.

**Denver & Rio Grande R. R. Co., Althoff Mfg. Co. v.** (4820), 28 I. C. C., 712.

**Denver & Rio Grande R. R. Co., Anheuser-Busch Brewing Assn. v.**, 22 I. C. C., 667.

**Denver & Rio Grande R. R. Co., Board of R. R. Commissioners of Montana v.**, 27 I. C. C., 522.

**Denver & Rio Grande R. R. Co., Business Men's League of St. Louis v.**, 9 I. C. C., 318.

See *Business Men's League of St. Louis v. A., T. & S. F. Ry. Co.*

**Denver & Rio Grande R. R. Co., Cedar Hill Coal & Coke Co. v.** (1685), 14 I. C. C., 641.

**Denver & Rio Grande R. R. Co., Colorado Coal & Asso. v.**, 23 I. C. C., 458.

See *Colorado Coal & Asso. v. D. & R. G. R. R. Co.*

**Denver & Rio Grande R. R. Co., Colo. Fuel & Iron Co. v.**, 6 I. C. C., 488.

See *Colo. Fuel & Iron Co. v. Southern Pacific Co.*

**Denver & Rio Grande R. R. Co. et al., Frank Bros. Co. v.**, 20 I. C. C., 658.

**Denver & Rio Grande R. R. Co., Galligher Machinery Co. v.**, 23 I. C. C., 710.

**Denver & Rio Grande R. R. Co., Gamble-Robinson Commission Co. v.**, 22 I. C. C., 668.

**Denver & Rio Grande R. R. Co., Grand Junction Chamber of Commerce v.**, 23 I. C. C., 115.

See *Chamber of Commerce of Grand Junction v. D. & R. G. R. R. Co.*

**Denver & Rio Grande R. R. Co., A. J. Gustin v.**, 8 I. C. C., 481.

See *Gustin v. Burlington & Mo. River R. R. in Neb.*

**Denver & Rio Grande R. R. Co. et al., Huerfano Coal Co. v.**, 21 I. C. C., 674.

**Denver & Rio Grande R. R. Co., Jack Bros. v.**, 24 I. C. C., 720.

**Denver & Rio Grande R. R. Co., Johnson v.**, 26 I. C. C., 719.

**Denver & Rio Grande R. R. Co., Kay, W. O. Co. v.**, 21 I. C. C., 239.

**Denver & Rio Grande R. R. Co., George J. Kindel v.**, 11 I. C. C., 495.

See *Kindel v. B. & A. R. R. Co.*

**Denver & Rio Grande R. R. Co., Little Lumber Co. v.** (5883), 29 I. C. C., 712.

- Denver & Rio Grande R. R. Co., *Love v.* (1101), 12 I. C. C., 588.
- Denver & Rio Grande R. R. Co. et al., *Manitou Mineral Springs Co. v.*, 20 I. C. C., 666.
- Denver & R. G. R. R. Co., *McLean & Co. v.* (U. R. A-261), 27 I. C. C., 729.
- Denver & Rio Grande R. R. Co., *Menasha Wooden Ware Co. v.*, 11 I. C. C., 666.
- Denver & Rio Grande R. R. Co. et al., *Minnequa Coal Co. v.*, 19 I. C. C., 616.
- Denver & Rio Grande R. R. Co., *Moore v.*, 25 I. C. C., 1.
- Denver & Rio Grande R. R. Co., *Moore Hardware & Iron Co. v.* (U. R. A-392), 28 I. C. C., 740.
- Denver & Rio Grande R. R. Co. et al., *Pacific Lumber Co. v.*, 18 I. C. C., 610.
- Denver & Rio Grande R. R. Co., *Standard Iron & Metal Co. v.*, 24 I. C. C., 717.
- Denver & Rio Grande R. R. Co. et al., *Sunnyside Coal Mining Co. v.*, 16 I. C. C., 558.
- See *Sunnyside Coal Mining Co. v. D. & R. G. R. R. Co.*
- Denver & Rio Grande R. R. Co. et al., *Sunnyside Coal Mining Co. v.*, 17 I. C. C., 540.
- Denver & Rio Grande R. R. Co. et al., *Sunnyside Coal Mining Co. v.*, 17 I. C. C., 615.
- Denver & Rio Grande R. R. Co. et al., *Sunnyside Coal Mining Co. et al. v.*, 19 I. C. C., 20.
- Denver & Rio Grande R. R. Co., *Sunnyside Coal Mining Co. v.*, 21 I. C. C., 20.
- See *Sunnyside Coal Mining Co. v. D. & R. G. R. R. Co.*
- Denver & Rio Grande R. R. Co., *United States v.*, 18 I. C. C., 7.
- Denver & Rio Grande R. R. Co. et al., *Weed Lumber Co. v.*, 19 I. C. C., 604.
- Denver Consumers' & Shippers' Asso. v. C. & S. R. Co., 24 I. C. C., 570.
- Denver, Northwestern & Pacific Ry. Co., *Gregg v.*, 24 I. C. C., 707.
- Denver, Northwestern & Pacific Ry. Co. et al., *Northern Coal & Coke Co. v.*, 21 I. C. C., 669.

**Denver, Northwestern & Pacific Ry. Co., Norvell Mercantile Co. v.** (5084),  
28 I. C. C., 713.

**Denver, Northwestern & Pacific Ry. Co. et al, Swift & Co. v.**, 17 I. C.  
C., 628.

**Denver, Texas & Ft. Worth R. R. Co., Kauffman Milling Co. v.**, 4 I. C.  
C., 417.

See *Kauffman Milling Co. v. Missouri Pac. Ry. Co.*

**Depue & Northern R. R. Co. et al, Du Pont de Nemours, E. I. Powder Co.**  
**v.**, 20 I. C. C., 83.

**De Pue & Northern R. R. Co., Pfister & Vogel Leather Co. v.** (U. R. A-636),  
30 I. C. C., 728.

**Derr Mfg. Co. v. Penn. R. R. Co.**, 9 I. C. C., 646.

*Cited:* *Planters' Compress Co. v. C., C. & St. L. R. Co.*, 11 I. C.  
C., 405, 417.

*Quoted:* I. & S. Docket 76, 25 I. C. C., 474.

To separate different grades or densities of the same article into  
different classes with varying rates, even if it could be accomplished,  
would go far to defeat the real purpose of classification.

*Distinguished:* *Newman v. N. Y. C. & H. R. R. R. Co.*, 11 I. C. C., 521.  
The articles were the same in the above case but here the article in  
question is distinct.

**Desel-Boettcher Co. v. Kansas City Southern Ry. Co.**, 12 I. C. C., 220.

*Cited:* *Rhineland Paper Co. v. N. P. Ry. Co. et al.*, 13 I. C. C., 636.

The application of group rates involves, in the nature of the case,  
some degree of discrimination, but such rates are not for that reason  
in violation of law, if the discrimination is not undue.

*Cited:* *Muskogee Traffic Bu. v. A., T. & S. F. Ry. Co.*, 17 I. C. C., 173.

Per-ton-mile comparisons are often helpful in reaching a conclusion  
in respect to the reasonableness of rates but to take that as the sole  
test would be a scrutiny from the narrowest viewpoint.

**Des Moines Committee, Inc., The Greater, v. Chicago Great Western Ry.**  
**Co.**, 14 I. C. C., 294.

See *Greater Des Moines Com. v. M. P. Ry. Co.*

**Des Moines, Greater, Committee v. Chicago, Great Western Ry. Co. et al.**  
18 I. C. C., 98.



**Des Moines, Greater, Committee, Inc., v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 17 I. C. C., 54, 57.

**Des Moines, Greater, Committee, v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 73.

See Greater Des Moines Committee, Inc., v. C. M. & St. P. Ry. Co.

**Des Moines, Greater, Committee, Inc., v. Minneapolis & St. Louis R. R. Co.**, 18 I. C. C., 608.

See Greater Des Moines Committee, Inc., v. M. & St. L. R. R. Co.

**Des Moines Committee, Inc., The Greater, v. Missouri Pacific Ry. Co.**, 14 I. C. C., 294.

See Greater Des Moines Committee v. M. P. Ry. Co.

**Des Moines Committee, Inc., The Greater, v. Wabash R. R. Co.**, 14 I. C. C., 294.

See Greater Des Moines Committee v. W. R. R. Co.

**Detmar Woolen Co. v. Dela., Lackawanna & Western R. R. Co.** (1352), 13 I. C. C., 683.

**Detroit & Mackinac Ry. Co., Wagner, Zagelmeyer & Co. v.**, 13 I. C. C., 160.

**Detroit & Toledo Shore Line R. R. Co. et al., Noble, William K., v.**, 20 I. C. C., 60.

See Noble v. D. & T. S. L. R. R. Co.

**Detroit Board of Trade v. Grand Trunk Ry. of Canada**, 2 I. C. C., 315.

*Cited and followed:* Chamber of Commerce of Milwaukee v. F. & P. M. R. R. Co., 2 I. C. C., 571.

The relative difference between a through rate at an intermediate, and a far distant point, and the one, as compared to a percentage of the other, for an equal distance, is not a standard of comparison that can be sustained.

*Cited:* Detroit Board of Trade v. Grand Trunk Ry. of Canada, 2 I. C. C., 588, 590.

Motion for rehearing overruled.

*Cited:* L. Lippman Co. v. The Central Illinois R. R. Co., 2 I. C. C., 585.

*Cited:* H. McMonan et al. v. G. T. R. Co. Can. et al., 3 I. C. C., 263.

A railroad company is under special obligation to give reasonable rates for its local business. If it does that it will not be illegal for it

to accept business from other carriers on through rates which, when divided between them, will give to any one of them less for its division than its own local rates. This, however, is subject to the condition that this through rate is not in itself illegal, either because of being less than some one of the locals, or of being unjustly discriminatory against individuals or localities, or so low as to burden other business with some part of the cost of the business on which it is imposed.

*Quoted:* N. O. Cot. Ex. v. Ill. Cen. R. Co., 3 I. C. C., 568.

"It is not a service of preference to mere individuals or localities, but it is in a very large part the through carrying trade of the continent."

*Cited:* Poughkeepsie Iron Co. v. N. Y. C. & H. R. Co., 4 I. C. C., 195, 207.

That an estimated proportion of the through rate must not be less according to distance than the local rate from an intermediate point to another point named in the line covered by the through rate, is an untenable doctrine.

*Cited:* Saginaw Board of Trade v. Grand Trunk Ry. Co., 17 I. C. C., 132, 137.

*Cited:* Indianapolis Frt. Bu. v. C., C., C. & St. L. Ry. Co., 23 I. C. C., 198.

Cases where the percentage assigned to a particular group was complained of in percentage-basis territory. The relation of rates, however, was sustained.

**Detroit Chemical Co. v. Pere Marquette R. R. Co. et al**, 17 I. C. C., 621.

**Detroit Chemical Works v. Erie R. R. Co.**, 13 I. C. C., 363.

*Followed:* Am. Agri. Chem. Co. v. Erie R. R. Co., 16 I. C. C., 320.

In view of the long relationship which has existed between the Cleveland and the Detroit rate from New York City on all classes of freight, held that on iron pyrites the rates should be same.

**Detroit Chemical Works v. Northern Central Ry. Co.**, 13 I. C. C., 357.

*Followed:* Am. Agri. Chem. Works v. Erie R. R. Co., 16 I. C. C., 321.

Because of the long relationship existing between the rates from New York City to Cleveland and Detroit held that iron pyrites rate to Cleveland should be same as that previously fixed to Detroit.

**Detroit Copper Mining Co. of Arizona v. Baltimore & Ohio R. R. Co. et al**, 16 I. C. C., 606.

**Detroit, Grand Haven & Milwaukee R. R. Co., Murphy, Wasey & Co. v.,**  
5 I. C. C., 122.

See *Murphy, Wasey & Co. v. Wabash R. R. Co.*

**Detroit, Grand Haven & Milwaukee Ry. Co., New York Produce Exchange**  
**v.,** 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

**Detroit, Grand Haven & Milwaukee Ry. Co., Phillips, A. J. Co. v.,** 11 I. C.  
C., 659.

**Detroit, Grand Haven & Milwaukee Ry. Co., Stone & Carten v.,** 3 I. C.  
C., 613.

**Detroit Reconsigning Case, The,** 25 I. C. C., 392.

*Cited:* *Charles Becker v. P. M. R. R. Co.,* 28 I. C. C., 656.  
The reconsigning service at Detroit applied to present case.

**Detroit Southern R. R. Co., Paxton Tie Co. v.,** 10 I. C. C., 422.

See *Paxton Tie Co. v. Detroit Southern R. R. Co.*

**Detroit Switching Charges,** 28 I. C. C., 494.

**Detroit, Toledo & Ironton Ry. Co., American Lumber & Mfg. Co. v. (U. R.**  
**A-584),** 30 I. C. C., 721.

**Detroit, Toledo & Ironton Ry. Co. et al., Delray Salt Co. v.,** 18 I. C. C., 245.

**Detroit, Toledo & Ironton Ry. Co., Noble v. (U. R. A-510),** 29 I. C. C., 731.

**Detroit Traffic Association v. Lake Shore & Michigan Southern Ry. Co.**  
**et al.,** 21 I. C. C., 257.

*Cited:* *Investigation and Suspension Docket 144,* 25 I. C. C., 392.

*Cited:* *C. G. Justice Co. v. P. R. R. Co.,* 26 I. C. C., 479.

*Cited:* *Central Commercial Co. v. L. & N. R. R. Co.,* 27 I. C. C., 116.

The charge of \$2.00 per car for switching at Detroit under amend-  
ment billing showing a new destination beyond or delivery point within  
switching limits of the city, formerly performed without additional  
charge fixed in cited case being a reduction from \$3.00 per car, the  
charge fixed by the terminal company.

*Cited:* *Charles Becker v. P. M. R. R. Co.,* 28 I. C. C., 651.

While pointing out the abuses of which reconsignment is susceptible,  
the many advantages and beneficial results from the economic and  
transportation standpoint of this practice considered in cited case.

**Dewey & Co. v. G. T. W. Ry. Co.** (5541), 29 I. C. C., 711.

**Dewey Brothers Co. v. B. & O. R. R. Co.**, 11 I. C. C., 475, 481.

*Cited:* A. J. Poor Grain Co. v. C., B. & Q. Ry. Co., 12 I. C. C., 424.

The question of whether the principal defendant, having furnished car equipment for shipments to a distant destination is required to content itself with a haul of only 9 or 30 miles—not considered.

*Cited:* Foster Lumber Co. v. A., T. & S. F. Ry. Co., 17 I. C. C., 294.

In the absence of specific through routing by the shipper it is duty of carrier to route shipment by the cheapest reasonable route over which lawfully established rates are in force.

**Dewey Bros. Co. v. C., C., C. & St. L. R. Co.** (4946), 27 I. C. C., 704.

**Dewey Bros. Co. v. C., C., C. & St. L. R. Co.** (U. R. A-110), 27 I. C. C., 708.

**Dewey Bros. Co. v. L. & N. R. Co.**, 26 I. C. C., 723.

**Dewey Bros. Co. v. L. & N. R. Co.** (U. R. A-102), 27 I. C. C., 707.

**Dewey Bros. Co. v. L., H. & St. L. R. Co.**, 25 I. C. C., 700.

**Dewey Bros. Co. v. P. R. Co.** (U. R. A-130), 27 I. C. C., 711.

**Dewey Portland Cement Co. v. A., T. & S. F. Ry. Co** (4949), 28 I. C. C., 712.

**Diamond Coal & Coke Co. v. B. & O. R. Co.**, 22 I. C. C., 129.

**Diamond Crystal Salt Co. v. M. C. R. Co.**, 26 I. C. C., 434.

**Diamond Mills v. Boston & Maine R. R. Co.**, 9 I. C. C., 311.

*Cited:* Koch v. Penn. R. Co., 10 I. C. C., 681.

*Cited:* Quinby v. Maine Central R. Co., 13 I. C. C., 248.

Shippers are not entitled as a matter of right to mill grain in transit and forward the milled product under the through rates in force on the grain from the point of origin to the place of ultimate destination but allowance of the privilege by a carrier to shippers in one section must be without wrongful prejudice to the rights of shippers in another section served by its line.

*Cited:* St. Louis Hay & Grain Co. v. Mobile & O. R. Co., 11 I. C. C., 101.

*Cited:* Plano Milling Co. v. St. L. S-W. Ry. Co., 22 I. C. C., 362.

*Cited:* In re Transportation of Wool, Hides and Pelts, 23 I. C. C., 173.

The stopping of a commodity in transit for the purpose of treatment or reconignment is in the nature of a special privilege which the carrier may concede, but which the shipper cannot, in the present state of the law, demand as a matter of lawful right.

- Diamond Show Case Co. v. L. S. & M. S. R. Co.**, 26 I. C. C., 709.
- Dian Lumber Co. v. Prescott & Northwestern R. R. Co. et al.**, 20 I. C. C., 67.
- Diana Paper Co. v. N. Y. C. & H. R. R. R. Co.** (U. R. A-409), 29 I. C. C., 718.
- Dickhaus, Momberg & Co. v. P., C., C. & St. L. Ry. Co.**, 24 I. C. C., 720.
- Dickinson v. A. A. R. R. Co.**, 29 I. C. C., 682.
- Dickinson, Albert Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 17 I. C. C., 616.
- Dickinson, Albert Co. v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al.**, 17 I. C. C., 627.
- Dickinson, J. Q. & Co. v. K. & M. R. Co.**, 23 I. C. C., 717.
- Dickson Car Wheel Co. v. T. & N. O. R. Co.**, 24 I. C. C., 706.
- Dicus, M. F., v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al.**, 16 I. C. C., 605.
- Diehl, William J., Doing Business as Capital Pine Co., v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 16 I. C. C., 190.
- Dierks v. S. P. Co.** (U. R. A-460), 29 I. C. C., 725.
- Dierks & Sons Lumber Co. v. M. P. R. Co.**, 24 I. C. C., 205.
- Dierks Lumber & Coal Co. v. Kansas City Southern Ry. Co.**, 18 I. C. C., 611.
- Dietz, C. N. Lumber Co. v. A., T. & S. F. Ry. Co.**, 22 I. C. C., 75.
- Quoted:* Chicago & Northwestern Ry. Reconsignment Rules, 29 I. C. C., 623.
- "The reconsignment privilege, whereby protection of the joint through rate is secured is not one to be demanded by the public as a matter of right; but it is a concession voluntarily extended by the carriers."
- Dietzgen, Eugene Co. v. Chicago & Northwestern Ry. Co. et al.**, 21 I. C. C., 669.
- Differential Freight Rates to and from North Atlantic Ports, Re**, 11 I. C. C., 13.

*Cited:* Washburn-Crosby Co. v. Penn. R. Co., 13 I. C. C., 42.

Differential to Philadelphia 2 cents and that to Baltimore 3 cents under New York. These are compelled rates on grain and grain products via Buffalo.

*Cited:* Board of Trade of Chicago v. A. C. R. R. Co., 20 I. C. C., 519.  
Ex-lake grain differential of three-tenths of a cent per bushel allowed Baltimore.

*Cited:* Chamber of Com. of N. Y. v. N. Y. C. & H. R. R. R. Co., 24 I. C. C., 57.

History of the all-rail differentials on export traffic.

**Dilkes & Co. v. B. & O. R. R. Co.** (U. R. A-430), 29 I. C. C., 721.

**Dilkes, Geo. R. & Co. v. B. & O. R. Co.**, 24 I. C. C., 704.

**Dillon Coal & Transfer Co. v. O. S. L. R. Co.** (U. R. A-246), 27 I. C. C., 727.

**Dillon Coal & Transfer Co. v. O. S. L. R. R. Co.**, 28 I. C. C., 91.

**Dingee, Squire Co. v. C., I. & L. R. Co.**, 24 I. C. C., 720.

**Dinneen, W. E., v. U. P. R. Co.** (U. R. A-243), 27 I. C. C., 727.

**Disabled Soldiers and Sailors, In re**, 1 I. C. C., 28.

*Cited:* The Penn. Co. v. Lou., N. A. & Chicago Ry., 3 I. C. C., 224.  
Commission does not pass on abstract points.

**Disher Hoop & Lumber Co. v. St. L. & S. F. R. Co.**, 26 I. C. C., 488.

**Division of Joint Rates**, 10 I. C. C., 385.

See also Division of Joint Rates, Etc.

*Cited:* Star Grain & Lumber Co. v. A., T. & S. F. Ry. Co., 12 I. C. C., 350, 351.

Tap line cases discussed—held that the division may become a rebate if excessive.

*Cited:* Crane R. R. Co. v. P. & R. Ry. Co., 15 I. C. C., 252.

While there may be grave objections to allowing shippers to build and operate through subsidiary corporations railroads over which their own traffic moves, the interstate commerce act contains no provision which makes such relations unlawful, unless it be held that the 5th paragraph of the first section, commonly called the commodities clause, constitutes a definite prohibition.

*Adhered to:* Mfgs. Ry. Co. v. St. L., I. M. & S. Ry. Co., 21 I. C. C., 304.

Tap line allowances and character of service for which lawful allowances may be made considered.

**Divisions of Joint Rates**, 10 I. C. C., 661.

- Divisions of Joint Rates on Coal, In re**, 22 I. C. C., 51.
- Dixie Cotton Oil Co. v. St. F. & S. F. R. R. Co.** (U. R. A-672), 30 I. C. C., 733.
- Dixie Cotton Oil Co. v. St. L., I. M. & S. R. Co.**, 27 I. C. C., 295.
- Dixie Dairymen's Asso. v. Y. M. V. R. Co.**, 27 I. C. C., 618.
- Dixie Salt Works v. Baltimore & Ohio R. R. Co. et al.**, 18 I. C. C., 51.
- Doane, John W., v. Colo. Fuel & Iron Co.**, 6 I. C. C., 488.  
See *Colo. Fuel & Iron Co. v. Southern Pacific Co.*
- Doane, John W., v. Evans, Milton**, 6 I. C. C., 520.  
See *Evans v. Union Pacific Ry. Co.*
- Dobbs, E. P., v. Louisville & Nashville R. R. Co.**, 18 I. C. C., 210.
- Dodd, G. W., v. T. & P. R. Co.** (U. R. A-223), 27 I. C. C., 724.
- Dodds Lumber Co. v. C., B. & Q. R. R. Co.** (U. R. A-294), 28 I. C. C., 727.
- Dodds Lumber Co. v. Chicago, Rock Island & Pacific Ry. Co.**, 17 I. C. C., 618.
- Dolese & Shepard Co. v. Elgin, Joliet & Eastern Ry. Co. et al.**, 21 I. C. C., 669.
- Dolese Bros. Co. v. C. & N.-W. Ry. Co.** (6057), 28 I. C. C., 721.
- Dominion Line v. Boston & Main R. R. et al.**, 21 I. C. C., 659.
- Domke & Cambell v. U. P. R. Co.**, 24 I. C. C., 705.
- Donahue-Stratton Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 21 I. C. C., 681.
- Donohue, P. P., v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 92.  
*Followed*: *Wilburine Oil Works v. P. R. R. Co.*, 18 I. C. C., 549.  
Where a shipper gives specific instructions for forwarding his shipment, the carrier is relieved of the duty of ascertaining whether or not the goods could have been forwarded via another route at a lower rate.
- Doran & Co. v. O. & K. R. Co.**, 22 I. C. C., 666.
- Dorschel Produce Co. v. C., M. & St. P. Ry. Co.** (U. R. A-489), 29 I. C. C., 729.

**Douglas, Ga., Mayor and Council of, v. A., B. & A. R. R. Co.,** 28 I. C. C., 445.

**Douglas & Co. v. Chicago, Rock Island & Pacific Ry. Co. et al,** 16 I. C. C., 232.

*Cited:* Douglas & Co. v. Chicago, Rock Island & Pacific Ry. Co. et al, 21 I. C. C., 97.

Supplemental petition dismissed.

*Cited:* Douglas & Co. v. Chicago, R. I. & Pac. Ry. Co., 21 I. C. C., 541.  
Petition for rehearing denied.

*Cited:* Fabrication in Transit Charges, 29 I. C. C., 76.

Ordinary transit can only be accorded products which move at the same or very nearly the same rates as the material from which they are made. It is reasonable to withhold transit from a product that is essentially different from the raw material.

**Douglas & Co. v. Chicago, Rock Island & Pacific Ry. Co. et al,** 21 I. C. C., 97, 541.

*Cited:* Douglas & Co. v. Chicago, R. I. & Pac. Ry. Co., 21 I. C. C., 541.  
Petition for rehearing denied.

**Douglas, W. L. Shoe Co. et al. v. Adams Express Co.,** 19 I. C. C., 539.

**Douthitt & Crosswy Tobacco Co. v. N., C. & St. L. R. Co.** (U. R. A-118), 27 I. C. C., 709.

**Douville, E. E., v. Georgia, Florida & Alabama Ry. Co. et al,** 20 I. C. C., 669.

**Dover Mfg. Co. v. P. Co.** (U. R. A-384), 28 I. C. C., 738.

**Dowd, R. J. Knife Works v. B. & O. R. Co.,** 22 I. C. C., 662.

**Dowd, R. J. Knife Works v. M., C. & C. R. Co.,** 22 I. C. C., 670.

**Dowd Knife Works v. W. R. R. Co.** (5035), 28 I. C. C., 713.

**Dreyfus Bros. v. Louisville & Nashville R. R. Co. et al,** 17 I. C. C., 624.

**Dreyfus Bros. v. Louisville & Nashville R. R. Co. et al,** 20 I. C. C., 662.

**Drummond & Southwestern Ry. Co. v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co. v.,** 21 I. C. C., 567.

**Drummond, Citizens of, v. W. R. & E. Co.,** 22 I. C. C., 187.

**Dubuque Shippers' Asso. v. C. & N.-W. R. Co.,** 26 I. C. C., 565.

**Dudley Lumber Co. v. G. T. W. R. Co.,** 24 I. C. C., 711.



**Dueber Watch Case Manufacturing Co. v. St. Louis & San Francisco R. R. Co. et al.**, 21 I. C. C., 675.

**Duhlmeier Bros. v. P. Co.**, 27 I. C. C., 4.

**Dulaney v. Missouri, Kansas & Texas Ry. Co.**, 12 I. C. C., 525.

See *Morgan v. M., K. & T. Ry. Co.*

**Duluth & Iron Range R. R. Co., Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al. v.**, 18 I. C. C., 485.

*Cited*: *Noble v. T. & W. R. R. Co.*, 18 I. C. C., 495.

*Followed*: *Beekman Lumber Co. v. La. Ry. & N. Co.*, 19 I. C. C., 346.

Duty of carriers to route shipment by least expensive route.

*Distinguished*: *Wilson Bros. Lum. Co. v. U. S. R. R. Co.*, 19 I. C. C., 293.

The destination in question is not fairly to be regarded as a distant point, as that phrase is used in *Duluth case*.

**Duluth & Iron Range R. R. Co., Curry & Whyte Co. v.**, 30 I. C. C., 1.

**Duluth & Iron Range R. R. Co., Schuette & Co. v.**, 23 I. C. C., 718.

**Duluth & Iron Range R. R. Co., Wahlstein & Sons v.**, 30 I. C. C., 1.

**Duluth Board of Trade v. G. N. R.**, 24 I. C. C., 96.

*Adhered to*: *Chicago-Duluth Grain Rates*, 27 I. C. C., 216.

The rivalries between the primary markets and milling centers in their efforts to each secure for itself the largest possible quantity of grain, again presented.

**Duluth Board of Trade v. G. N. R. Co.**, 25 I. C. C., 342.

*Cited and adhered to*: *Chicago-Duluth Grain Rates*, 27 I. C. C., 217.

The tariffs now protested against were filed pursuant to report in cited case.

**Duluth Chamber of Commerce of Duluth, Minn., Intervenors in Business Men's League of St. Louis, v. Atchison, Topeka & Santa Fe Ry. Co.**, 9 I. C. C., 318.

See *Business Men's League of St. Louis v. A., T., & S. F. Ry. Co.*

**Duluth Commercial Club v. B. & O. R. Co.**, 27 I. C. C., 639.

**Duluth Commercial Club** (See *Lake-and-Rail Butter and Egg Rates*), 29 I. C. C., 45.

- Duluth Iron & Metal Co. v. N. P. Ry. Co.** (U. R. A-336), 28 I. C. C., 732.
- Duluth Iron Range R. R. Co. et al., Wisconsin Pulp & Paper Manufacturers v.**, 19 I. C. C., 610.
- Duluth Log Co. v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al.**, 16 I. C. C., 38.
- Duluth Log Co. v. Minnesota & International Ry. Co.**, 15 I. C. C., 192.
- Affirmed:* Duluth Log Co. v. Minnesota & International Ry. Co., 15 I. C. C., 627.  
Reconsideration.
- Cited:* Investigation and Suspension Docket 76, 25 I. C. C., 495.  
An allowance of 500 pounds for stakes used in equipping the car for shipment of lumber made additional basis for reparation.
- Duluth Log Co. v. Minnesota & International Ry. Co.**, 15 I. C. C., 627.
- Duluth Log Co. v. Minnesota & International Ry. Co.** (1754), 15 I. C. C., 638.
- Duluth Log Co. v. Minnesota & International Ry. Co. et al.**, 16 I. C. C., 38.
- Duluth, Minn., Log Rates**, 29 I. C. C., 420.
- See *In re Advances, Duluth, Minn., Log Rates.*
- Duluth, Missabe & Northern Ry. Co. et al., Pierce, A. S. v.**, 21 I. C. C., 675.
- Duluth, Rainy Lake & Winnipeg Ry. Co. et al., Lindauer Pulp & Manufacturing Co. v.**, 19 I. C. C., 614.
- Duluth Shingle Co. v. Duluth, South Shore & Atlantic Ry. Co.**, 10 I. C. C., 489.
- Duluth Short Line Ry., Chamber of Commerce of Minneapolis, Minn., v.**, 5 I. C. C., 571.
- See *Chamber of Com. of Minneapolis v. Gt. No. Ry. Co.*
- Duluth, South Shore & Atlantic Ry. Co., Duluth Shingle Co. v.**, 10 I. C. C., 489.
- Duluth, South Shore & Atlantic Ry. Co., Follmer & Co. v.**, 25 I. C. C., 714.
- Duluth South Shore & Atlantic Ry. Co., Forster Brothers Co. v.**, 14 I. C. C., 232.
- Duluth, South Shore & Atlantic R. Co., Jennings v.**, 24 I. C. C., 710.

**Duluth, South Shore & Atlantic Ry. Co., Lake Superior Paper Co. (Ltd.), v.,**  
30 I. C. C., 403.

**Duluth, South Shore & Atlantic Ry. Co., Michigan Copper & Brass Co. v.,**  
25 I. C. C., 357.

**Du Mee, Son & Co. v. Alabama, Tennessee & Northern R. R. Co. et al.,**  
19 I. C. C., 575.

**Du Mee, Son & Co. v. P. R. Co.,** 26 I. C. C., 33.

**Dunbar-Hansen Co. v. C. & E. I. R. Co. (U. R. A-250),** 27 I. C. C., 728.

**Dunbar-Hansen Co. v. S. P. Co. (U. R. A-234),** 27 I. C. C., 725.

**Duncan, Blanton, v. Atchison, Topeka & Santa Fe R. R. Co.,** 6 I. C. C., 85.

*Followed:* MacLoon v. Boston & Maine R. Co., 9 I. C. C., 644.

*Cited:* Hewins v. N. Y., N. H. & H. R. Co., 10 I. C. C., 225.

The rate on shipments moving east was larger than the rate on like shipments moving from east, west—held that this was not discrimination. And such situation in the rates does not establish prima facie the unreasonableness of the higher rate.

*Cited:* Carstens Packing Co. v. O. R. R. & N. Co., 17 I. C. C., 127.

The remedy of a party for injury to goods shipped resulting from delay, detention, loss, breakage, rotting, or other deterioration or damage, not attributable to a violation of any provision of the act to regulate commerce, is by appropriate action in the courts.

**Duncan, Blanton, v. Southern Pacific Co.,** 6 I. C. C., 85.

See *Duncan v. Atchison, Topeka & Santa Fe Ry. Co.*

**Duncan, W. S. & Co. et al. v. Nashville, Chattanooga & St. Louis Ry. Co. et al.,** 16 I. C. C., 590.

Carriers order to discontinue their practice of paying an elevation allowance and granting the privilege of reshipping or rebilling at Nashville, Tenn., in connection with shipments of hay, grain, and grain products while denying such privileges at Atlanta, Columbus, and certain other Georgia cities on the ground that the existing practices subject the Georgia cities to an undue prejudice and disadvantage.

*Nashville Grain Exchange v. United States.*

**Louisville & Nashville R. R. Co. v. United States.**

191 Fed., 37. October 24, 1911.

Commerce Court Nos. 46\* and 47. Carland, J.

\*No. 46 was consolidated with No. 47. Record transferred to the District Court for the Middle District of Tennessee upon dissolution of the Commerce Court.

Enforcement of Commission's order enjoined pending final determination of the case.

Louisville & Nashville R. R. Co. v. United States.

197 Fed., 58. June 7, 1912.

Commerce Court No. 47. Carland, J.

Commission's order held invalid on the ground that competition at Nashville justifies the granting of the privileges at that point while denying such privileges at the Georgia cities.

Louisville & Nashville R. R. Co. v. United States.

Pending Supreme Court, United States.

235 U. S., 314. December 7, 1914. U. S. Supreme Court. White, C. J.

Commission's order held valid.

*Cited:* Com. Club of Omaha v. B. & O. R. R. Co., 19 I. C. C., 401.

While a differential has always been sustained between carload and less-than-carload rates upon the ground that the difference in the cost of service justifies a reasonable difference in charge, on the other hand no change has ever been ordered in the any-quantity basis.

*Cited:* W. S. Duncan & Co. et al. v. N., C. & St. L. Ry., 21 I. C. C., 186.

Reopening of case to consider nature of certain transit privileges permitted at Nashville, which were herein found to be unlawful.

*Distinguished:* Mutual Rice Trade, Etc., v. I. & G. N. R. R. Co., 23 I. C. C., 224.

In cited case where any-quantity rates were in effect the Commission would not order the establishment of a differential between the rates applying to carload and less-than-carload shipments. Here situation is entirely different. A combination carload rate is under consideration, the chief factor of which is an any-quantity rate.

*Cited:* John Taylor Dry Goods Co. v. M. P. Ry. Co., 28 I. C. C., 209.

In southern classification territory grain moves under any-quantity rate and Commission refused to disturb this practice in cited case upon ground that business conditions in that territory had adapted themselves to the existing rates.

**Duncan, W. S. & Co. v. Nashville, Chattanooga & St. Louis Ry. et al,**  
21 I. C. C., 186.

*Cited:* Chattanooga Feed Co. v. A. G. S. R. R. Co., 22 I. C. C., 485.

*Cited:* Richmond Chamber of Com. v. S. A. L. Ry. Co., 30 I. C. C., 557.

The Nashville reshipping or rebilling privilege held unlawful unless extended to the other cities of the south.

- Dunlevie Lumber Co. v. A. C. L. R. Co.**, 26 I. C. C., 717.
- Dunnage Allowances**, 30 I. C. C., 538.
- Du Pont de Nemours, E. I. Powder Co. v. C. R. Co. of N. J.**, 25 I. C. C., 19.
- Du Pont de Nemours Powder Co. v. Chicago & Northwestern Ry. Co.** (1080), 13 I. C. C., 681.
- Du Pont de Nemours, E. I. Powder Co. v. Depue & Northern R. R. Co. et al.**, 20 I. C. C., 83.
- Du Pont de Nemours, E. I. Powder Co. v. New York, New Haven & Hartford R. R. Co. et al.**, 16 I. C. C., 351.
- Du Pont de Nemours Powder Co. v. Pa. R. R. Co.** (1410), 15 I. C. C., 637.
- Du Pont de Nemours, E. I. Powder Co. v. Pennsylvania R. R. Co. et al.**, 17 I. C. C., 544.
- Du Pont de Nemours, E. I. Powder Co. v. P. R. Co.**, 27 I. C. C., 59.
- Du Pre, E. M. Co. v. B., R. & P. Ry. Co.**, 23 I. C. C., 226.

*Cited*: Chamber of Com., Augusta, Ga., v. B. R. & P. Ry. Co., 26 I. C. C., 559.

The record in cited case, stipulated here. The unjust discrimination found to exist against Columbia, S. C., and in favor of Augusta, Ga., in cited case, in rates on apples, potatoes, cabbage and onions from Rochester, Albion and Appleton, N. Y., was removed by raising the Augusta rate.

- Du Pre Co. v. B., R. & P. Ry. Co.** (U. R. A-354), 28 I. C. C., 734.
- Durham v. Illinois Central R. R. Co.**, 12 I. C. C., 37.
- Durham v. Illinois Central R. R. Co.** (786), 12 I. C. C., 582.
- Durham & Southern R. R. Co., Harlow Lumber Co. v.**, 20 I. C. C., 654.
- Durham Coal & Iron Co. v. L. & N. R. R. Co.** (U. R. A-659), 30 I. C. C., 731.
- Duval, H R., Receiver, v. Putnam P. Bishop & James A. Harris**, 3 I. C. C., 128.
- Duval, Carter & Co. v. S. Ry. Co.** (U. R. A-527), 29 I. C. C., 734.
- Duval, Carter & Co. v. Southern Ry. Co. et al.**, 21 I. C. C., 666.

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- Eagle Lumber Co. v. N. & W. Ry. Co.** (U. R. A-477), 29 I. C. C., 727.
- Eagle Pass Lumber Co. v. G., H. & S. A. R. Co.**, 26 I. C. C., 708.

**Eagle Pass Lumber Co. v. G., H. & S. A. R. Co.** (U. R. A-199), 27 I. C. C., 721.

**Eagle Pass Lumber Co. v. N. R. of Mex.**, 25 I. C. C., 5.

**Eagle Pass Lumber Co. v. N. R. of Mex.**, 25 I. C. C., 708.

**Eagle Pencil Co. v. N., C. & St. P. R.**, 25 I. C. C., 203.

**East & West R. R. Co., McClelen, E. D., v.**, 6 I. C. C., 588.

**East Dubuque Supply Co. v. I. C. R. R. Co.**, 28 I. C. C., 425.

**East Dubuque Supply Co. v. I. C. R. R. Co.** (U. R. A-403), 29 I. C. C., 717.

**East El Paso Fuel Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al**,  
21 I. C. C., 665.

**Eastern & Western Lumber Co. v. Oregon R. R. & Navigation Co. et al**,  
18 I. C. C., 615.

**Eastern Outfitting Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al**,  
17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

**Eastern Outfitting Co. v. Southern Pacific Co. et al**, 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

**Eastern Ry. Co. of Minnesota, Chamber of Commerce of Minneapolis, Minn., v.**, 5 I. C. C., 571.

See *Chamber of Com. of Minneapolis v. Gt. No. Ry. Co.*

**Eastern Ry. Co. of New Mexico et al., Henry, Geo. D., v.**, 20 I. C. C., 171.

**Eastern Ry. Co. of New Mexico, Western Grain Co. v.** (U. R. A-212), 27 I. C. C., 722.

**Eastern Shore Development S. S. Co. v. B. C. & A. Ry. Co.** (5760), 28 I. C. C., 718.

**Eastern States Refrigerating Co. v. S. A. & A. P. R. Co.**, 24 I. C. C., 724.

**Eastern Talc Co. v. M. P. Ry. Co.** (U. R. A-443), 29 I. C. C., 722.

**Eastern Wheel Mfrs.' Asso. v. A. & V. Ry. Co.**, 27 I. C. C., 370.

*Quoted*: *Sligo Iron Co. v. St. L. & S. F. R. R. Co.*, 28 I. C. C., 618.

*Cited*: *Green Bros. Box & Lumber Co. v. C. & N.-W. Ry. Co.*, 29 I. C. C., 475.

The relationship of rates on wood articles and lumber lacks uniformity, which situation should be remedied by the three classification

committees publishing a uniform lumber list, to be divided into three or more classes to include first rough lumber, and the succeeding classes to include wood articles in their various stages of manufacture.

**Eastman v. U. P. R. R. Co.** (U. R. A-385), 28 I. C. C., 738.

**Eastman, Gardiner & Co. v. I. C. R. R. Co.**, 29 I. C. C., 94.

**East St. Louis Cotton Oil Co. v. St. Louis & San Francisco R. R. Co. et al.**, 20 I. C. C., 37.

*Cited:* East St. Louis Cotton Oil Co. v. St. L. & S. F. R. R. Co., 24 I. C. C., 588.

Supplemental report.

*Cited:* Capital Electric Co. v. B. & O. C. T. R. R. Co., 26 I. C. C., 473.

*Quoted:* Wichita Business Asso. v. A., T. & S. F. Ry. Co., 30 I. C. C., 54.

It is a well-settled rule of general application that carriers may charge somewhat higher rates for the transportation of manufactured products than for the raw material.

*Cited:* Louisville Cotton Seed Products Co. v. L. & N. R. R. Co., 26 I. C. C., 609.

It is not the duty of the Commission to equalize the profit and loss results of competing operations in different localities by overcoming natural and commercial conditions with rate adjustments.

**East St. Louis Cotton Oil Co. v. St. L. & S. F. R. Co.**, 24 I. C. C., 588.

*Cited:* Louisville Cotton Seed Products Co. v. L. & N. R. R. Co., 26 I. C. C., 610.

It was not held in cited case that the rate on the products of cottonseed, other than cottonseed oil, afforded a strict measure of the rate that should be applied to the seed, but we did find that the rates on seed should in no event exceed the rates contemporaneously charged on oil.

**East St. Louis Walnut Co. v. Chicago, Rock Island & Pacific Ry. Co.**, 14 I. C. C., 575.

*Cited:* East St. Louis Walnut Co. v. St. L. & S.-W. Ry. Co. of Texas, 17 I. C. C., 583.

Rate in excess of 13 cents per 100 pounds on logs from Newport, Ark., to East St. Louis via C., R. I. & P. R. R. and St. L. & S. F. Ry., declared unreasonable.

*Distinguished:* Lumbermen's Ex. of St. L. v. A. & S. R. R. R. Co., 24 I. C. C., 227.

The rate in cited case was agreed to by the carrier and approved by the Commission. The other carrier because of its circuitous route had to fix rates that would compete with the rate agreed to by the direct line.

**East St. Louis Walnut Co. v. Missouri Pacific Ry. Co.**, 14 I. C. C., 553.

*Cited*: East St. Louis Wal. Co. v. St. L. S.-W. Ry. Co. of Texas, 17 I. C. C., 583.

Rate in excess of 11½ cents per 100 pounds on logs from Newport, Ark., to East St. Louis held unreasonable.

*Distinguished*: Lumbermen's Ex. of St. L. v. A. & S. R. R. R. Co., 24 I. C. C., 227.

The rate in cited case was agreed to by the carrier and approved by Commission. The other carrier concerned had to make a rate on account of its circuitous route that would compete with the rate agreed to by the direct line.

**East St. Louis Walnut Co. v. St. Louis Southwestern Ry. Co. of Texas et al.**, 17 I. C. C., 582.

**East Tennessee, Va. & Ga. Ry. Co., Behlmer, H. W., v.**, 6 I. C. C., 257.

**East Tenn., Va. & Ga. Ry. Co., Board of Trade of Chattanooga, Tenn., v.**, 5 I. C. C., 546.

See Board of Trade of Chattanooga v. E. Tenn., Va. & Ga. Ry. Co.

**East Tennessee, Va. & Ga. Ry. Co., Board of Trade of Lynchburg, Va., v.**, 6 I. C. C., 632.

**East Tennessee, Virginia & Ga. Ry. Co., Board of Trade of Troy, Ala., v.**, 6 I. C. C., 1.

• See Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.

**East Tenn., Va. & Georgia Ry. Co., S. C. Capehart v.**, 4 I. C. C., 265.

See Capehart v. L. & N. R. R. Co.

**East Tennessee, Va. & Ga. Ry. Co., Chicago Freight Bureau v.**, 6 I. C. C., 195.

See Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.

**E. Tenn., Virginia & Ga. Ry. Co., Farrar, W. B. & Co. v.**, 1 I. C. C., 480.

See Farrar, W. B. & Co. v. E. Tenn., Virginia & Ga. Ry. Co.



**East Tennessee, Virginia & Georgia Ry Co., Freight Bureau of the Cincinnati Chamber of Commerce v.**, 6 I. C. C., 195.

See *Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.*

**East Tennessee, Virginia & Georgia Ry. Co., Heck & Petree v.**, 1 I. C. C., 495.

See *Heck & Petree v. E. Tenn., Virginia & Ga. Ry. Co.*

**East Tennessee, Virginia & Georgia Ry. Co., Hill, S. J. & Bro. v.**, 6 I. C. C., 343.

**East Tennessee, Virginia & Georgia Ry. Co., James & Abbott v.**, 3 I. C. C., 225.

See *James & Abbott v. E. Tenn., Virginia & Ga. Ry. Co.*

**East Tennessee, Virginia & Georgia Ry. Co., James Pyle & Sons v.**, 1 I. C. C., 465.

See *Pyle, James & Sons, v. E. Tenn., Virginia & Georgia Ry. Co.*

**East Tennessee, Virginia & Georgia Ry. Co., Little Rock & Memphis R. R. Co. v.**, 3 I. C. C., 1.

See *Little Rock & Memphis R. R. Co. v. E. Tenn., Va. & Ga. Ry. Co.*

**East Tenn., Virginia & Georgia Ry. Co., R. R. Com. of Ga. v.**, 5 I. C. C., 325, 326.

See *R. R. Com. of Ga. v. Clyde S. S. Co.*

**East Tennessee, Virginia & Georgia Ry. Co., Southern Paint & Glass Co. v.**, 6 I. C. C., 284.

**Eastern Texas R. R. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

**Eaton, James E., v. Cin., Hamilton & Dayton Ry. Co.**, 11 I. C. C., 619.

*Cited*: *Powhatan Coal & Coke Co. v. N. & W. Ry. Co. et al.*, 13 I. C. C., 81.

*Cited*: *Traer v. Chic. & Alton R. R. Co. et al.*, 13 I. C. C., 456.

*Cited*: *Joynes v. Pa. R. R. Co.*, 17 I. C. C., 371.

It is duty of railroad companies to provide suitable vehicles of transportation and to offer their use impartially to all shippers. That unjust discrimination in the matter of car distribution is prohibited by the Act to regulate commerce has been repeatedly held by the Commission.

**Eau Claire Board of Trade v. Chicago, Milwaukee & St. Paul Ry. Co.**, 5 I. C. C., 264.

*Cited*: James & Abbot v. C. P. Ry. Co. et al., 5 I. C. C., 627.

*Cited*: Com. Club of Omaha v. Chic., R. I. & P. R. Co., 6 I. C. C., 675.

*Cited*: Milk Producers' Prot. Asso. v. Del., L. & W. R. Co., 7 I. C. C., 164.

*Cited*: Columbia Grocery Co. v. L. & N. R. R. Co., 18 I. C. C., 505.

Each locality is entitled to have and retain as against all other localities the benefits which naturally accrue to it by reason of its advantageous location.

*Cited*: Freight Bureau v. Cinn., N. O. & T. P. R. Co., 6 I. C. C., 245.

*Cited*: Daniels v. Chic., R. I. & P. R. Co., 6 I. C. C., 477, 480.

When Congress enacted that one locality should not have undue preference in rates and facilities over another locality, or be subjected to any unreasonable prejudice or disadvantage, it opened the door for and made material any evidence which tends to throw light upon the question of undue preference or prejudice.

*Cited*: Page v. Delaware, L. & W. R. Co., 6 I. C. C., 557.

The words used in the statute imply comparison of rates for determining reasonableness, and rates must bear a just relation to each other as well as be reasonable per se.

*Quoted*: Frt. Bu. of Cinn. v. Cinn., N. O. & T. P. R. Co., 7 I. C. C., 191.

"But distance, nevertheless, is an ever-present element in the problem of rates, and not infrequently a controlling consideration."

*Cited*: R. R. Com. of La. v. St. L. S.-W. Ry. Co., 23 I. C. C., 34.

A carrier may not impose an unreasonably high local rate upon any community because of the advantages that it properly enjoyed for securing low inbound rates.

*Cited*: Chamber of Commerce, Ashburn, Ga., v. G. S. & F. Ry. Co., 23 I. C. C., 149.

*Cited*: Greenbaum Co. v. C. & O. Ry. Co., 25 I. C. C., 355.

A carrier can not be said to discriminate against a town which it does not reach and in whose carrying trade it does not participate.

*Distinguished*: Chamber of Com. of Newport News v. S. Ry. Co., 23 I. C. C., 352.

A carrier who participates in the carrying traffic of any town but does not reach that town with its own rails may be jointly guilty of a discrimination—in the case cited the carrier did not engage in the carrying trade of the particular town either directly or indirectly.

**Echols, W. J. & Co. v. A., T. & S. F. R. Co.,** 26 I. C. C., 110.

**Eddleman v. Midland Valley R. R. Co.,** 13 I. C. C., 103.

**Eddy, A. W., v. Atchison, Topeka & Santa Fe Ry. Co. et al.,** 21 I. C. C., 671.

**Eddy, George A., Receiver, v. Lehmann, Higginson & Co.,** 5 I. C. C., 44.

See **Lehmann, Higginson & Co. v. Texas & Pac. Ry. Co.**

**Edelsten, W. Nelson, v. P. R. Co.,** 26 I. C. C., 359.

*Cited:* **Miller v. A. C. L. R. R. Co.,** 29 I. C. C., 529.

Regulations which prohibited refund for the unused portion of mileage tickets approved in cited case.

**Edgar, W. H. & Son v. L. & N. R. Co.,** 26 I. C. C., 181.

*Quoted:* **Standard Mirror Co. v. P. R. R. Co.,** 27 I. C. C., 206.

"That part of the through charges that accrues to the defendant lines south of the river is the seat of the trouble, and we shall look to these carriers at once to readjust the rate situation. \* \* \*"

**Edison Portland Cement Co. v. Delaware, Lackawanna & Western R. R. Co. et al.,** 20 I. C. C., 95.

**Edison Portland Cement Co. v. Delaware, Lackawanna & Western R. Co.,** 22 I. C. C., 382.

**Edison Portland Cement Co. v. Delaware, Lackawanna & Western R. Co.,** 22 I. C. C., 661.

**Edison Portland Cement Co. v. Delaware, Lackawanna & Western R. Co.,** 22 I. C. C., 672.

**Edwards, E. L., v. Louisiana & Arkansas Ry. Co. et al.,** 16 I. C. C., 335.

**Edwards, E. L., v. Louisiana & Arkansas Ry. Co. et al.,** 19 I. C. C., 602.

**Edwards v. Nashville, Chattanooga & St. Louis Ry. Co.,** 12 I. C. C., 247.

Carriers ordered to furnish to colored passengers train accommodations similar to those furnished white passengers.

**Interstate Commerce Commission v. Nashville, Chattanooga & St. Louis Ry. Co.**

Not reported. January 21, 1908.

C. C. M. D. Tenn.

Carrier's demurrer to bill to enforce Commission's order overruled. Case transferred to Commerce Court.

Interstate Commerce Commission v. Nashville, Chattanooga & St. Louis Ry. Co.

Not reported. May 17, 1908.

Commerce Court No. 8.

Case dismissed by stipulation.

*Followed:* Cozart v. So. Ry. Co., 16 I. C. C., 226, 230.

A common carrier may not in the accommodations which it furnishes, unjustly discriminate between white and colored passengers paying the same fare.

**Edwards, E. L., v. St. Louis Southwestern Ry. Co.,** 19 I. C. C., 602.

**Edwards, H. L. & Co. v. C., R. I. & P. R. Co.,** 23 I. C. C., 710.

**Edwards, Thomas C., v. G., C. & S. F. R. Co.** (5333), 27 I. C. C., 705.

**Edwards & Bradford Lumber Co. v. C., B. & Q. R. Co.,** 25 I. C. C., 93.

*Cited:* East Dubuque Supply Co. v. I. C. R. R. Co., 28 I. C. C., 427.

The great cost of bridges causes such structures to be regarded more or less generally as adding a constructive mileage to the carrier's line.

*Cited:* Standard Oil Co. v. Penn. Co., 29 I. C. C., 525.

Carriers whose lines are extremely circuitous should be permitted to meet rates of their short-line competitors, although charging higher rates at intermediate points upon their own lines.

**Eggers-O-Flying Co. v. C. G. W. R. Co.,** 27 I. C. C., 280.

**Eichenberg v. Southern Pacific Co.,** 14 I. C. C., 250.

Carriers ordered to discontinue their practice of granting to one Young exclusive wharfage facilities at Galveston, Tex., and exempting him from payment of wharfage charges, while denying similar facilities to other shippers and exacting wharfage charges from them on the ground that the existing practice constitutes an undue preference under section 3.

**Southern Pacific Terminal Co. v. Interstate Commerce Commission.**  
166 Sed. 134. December 18, 1908.

C. C. S. D. Tex. Pardee, J.

Preliminary injunction against enforcement of Commission's order denied. Application to certify case to Supreme Court denied.

**Southern Pacific Terminal Co. v. Interstate Commerce Commission.**  
Not reported. December 23, 1909.

C. C. S. D. Tex.

Commission's order held to be valid.

Southern Pacific Terminal Co. v. Interstate Commerce Commission.  
219 U. S. 498. February 20, 1911. McKenna, J.

Commission's order held to be valid on the ground that the practice of the carriers constitutes an undue preference.

*Followed:* Brook-Rauch Milling Co. v. M. P. Ry. Co., 17 I. C. C., 164.

*Cited:* Joynes v. Pa. R. R. Co., 17 I. C. C., 372.

One shipper may not enjoy at the hands of a carrier advantages that are denied to other shippers.

*Cited:* Receivers' & Shippers' Asso. v. C., N. O. & T. P. Ry. Co., 18 I. C. C., 457.

The Commission will look to the substance rather than the form in a case of the identity of the real carrier in interest.

*Cited:* Eichenberg v. Southern Pac. Co., 28 I. C. C., 585.

Reparation awarded on former finding.

**Eichenberg v. S. P. R. Co., 28 I. C. C., 584.**

**Eldorado Coal & Mining Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., 21 I. C. C., 669.**

**El Dorado Oil Mills & Fertilizer Co. v. C., R. I. & P. R. Co., 22 I. C. C., 286.**

**Electric Malting Co. v. A., T. & S. F. R. Co., 23 I. C. C., 378.**

**Electric Malting Co. v. C., M. & St. P. R. Co., 22 I. C. C., 668.**

**Elevation Allowances of Grain at St. Louis, Mo., and East St. Louis, Ill., 30 I. C. C., 696.**

**Elgin, W. M., v. Southern Ry. Co., 6 I. C. C., 588.**

**Elgin Commercial Club v. B. & M. R. R., 28 I. C. C., 380.**

**Elgin Joliet & Eastern R. R. Co., American Refractories Co. v., 15 I. C. C., 480.**

See American Refractories Co. v. E., J. & E. R. P. Co.

**Elgin, Joliet & Eastern Ry. Co. et al., Dolese & Shepard Co. v., 21 I. C. C., 669.**

**Elgin, Joliet & Eastern Ry. Co., Hull Co. v. (U. R. A-340), 28 I. C. C., 733.**

**Elgin, Joliet & Eastern Ry. Co. et al., Lebanon Paper Co. v., 18 I. C. C., 591.**

**Elgin, Joliet & Eastern Ry. Co., Standard Oil Co. v., 22 I. C. C., 667.**

**Elk Cement & Lime Co. v. B. & O. R. Co.**, 22 I. C. C., 84.

*Cited*: Rates on Cement, 22 I. C. C., 91.

Discrimination against Michigan shipper in cement rates was found as compared with the rates from the Lehigh Valley district.

*Cited*: Greenbaum Co. v. C. & O. Ry. Co., 25 I. C. C., 355.

A carrier is responsible for unjust discrimination in rate adjustment as between two places if it serves both places or participates in their carrying trade.

**Elk Coal Co. v. C. & C. R. Co.**, 23 I. C. C., 709.

**Elkhart Bristol Board & Paper Co. v. C., C., C. & St. Pl. R. Co.**, 23 I. C. C., 714.

**Elk Manor Coal Co. v. C. & C. Ry. Co.**, 30 I. C. C., 531.

**Ellicott Brick Co. v. B. R. & P. Ry. Co. (U. R. A-560)**, 30 I. C. C., 718.

**Elliott Splint Coal Co. v. C. & C. Ry. Co.**, 30 I. C. C., 531.

**Ellsworth Produce Co. v. Union Pacific R. R. Co. et al.**, 17 I. C. C., 182.

**Elmira, Cortland & Northern R. R. Co., Milk Producers' Protective Asso. v.**  
7 I. C. C., 92.

See Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.

**Elmore-Benjamin Coal Co. v. C., C., C. & St. L. R. Co.**, 22 I. C. C., 341.

**El Paso & Northeastern Ry. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.

See Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

**El Paso & North Eastern Ry. Co., Hartley, Clarence K., v.**, 18 I. C. C., 614.

**El Paso & Northeastern Ry. Co. et al., South West Smelting & Refining Co.**  
v., 20 I. C. C., 662.

**El Paso & Rock Island Ry. Co. et al., Gumm, W. L., v.**, 20 I. C. C., 237.

**El Paso & Southwestern Co., Anheuser-Busch Brewing Asso. v.**, 22 I. C. C., 673.

**El Paso & Southwestern Co., Arizona Ry. Commission v.**, 22 I. C. C., 670.

**El Paso & Southwestern R. R. Co., Darbyshire & Evans v.**, 16 I. C. C., 435.

**El Paso & Southwestern R. R. Co., Darbyshire-Harvie Iron & Machine Co.**  
v., 15 I. C. C., 451.

**El Paso & Southwestern R. R. Co., Momsen & Co. v.**, 14 I. C. C., 639.

**El Paso Southwestern R. R. Co. et al., Springer, T. H., v., 17 I. C. C., 322.**

See *Springer v. E. P. & S. W. R. R. Co.*

**El Paso & Southwestern R. R. Co. et al., Pabst Brewing Co. v., 17 I. C. C., 630.**

**El Paso & Southwestern R. R. Co. et al., Pabst Brewing Co. v., 17 I. C. C., 631.**

**El Paso Refining Co., Inc., R. G. & E. P. R. Co. (U. R. A-248), 27 I. C. C., 728.**

**Elsinore Cattle Co. v. P. Exp. Co., 22 I. C. C., 667.**

**Elvey, Charles, v. Illinois Central R. R. Co., 3 I. C. C., 652.**

**Elwood Grain Co. v. Chicago Great Western Ry. Co. (1545), 15 I. C. C., 638.**

**Emerson, Edgar W., v. Chicago & North Western Ry. Co., 6 I. C. C., 289.**

**Emerson Mfg. Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 18 I. C. C., 629.**

**Emery-Bird-Thayer Dry Goods Co. v. Chicago & North Western Ry. Co. et al., 20 I. C. C., 666.**

**Emigrant Movables to South Dakota, 29 I. C. C., 40.**

**Emlenton Petroleum Rates, 29 I. C. C., 519.**

**Empire Oil Works v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 16 I. C. C., 401.**

**Empire Wall Paper Co. v. Boston & Maine R. R. et al., 20 I. C. C., 1.**

**Emporia & Gulf R. R. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 569.**

**Emporia Mfg. Co. v. S. R. Co., 23 I. C. C., 712.**

**Empson Packing Co. v. Colorado & Southern Ry. Co. et al., 21 I. C. C., 679.**

**Empson Packing Co. v. C. M. R. Co., 22 I. C. C., 667.**

**Enaree Mfg. Co. v. L. & N. R. Co., 27 I. C. C., 661.**

**England & Co. v. Baltimore & Ohio R. R. Co., 13 I. C. C., 614.**

**Enid Ice & Fuel Co. v. Chicago, Rock Island & Pacific Ry. Co., 13 I. C. C., 214.**

See *Haines v. C., R. I. & P. Ry. Co.*

**Enid Ice & Fuel Co. v. Fort Smith & Western R. R. Co., 13 I. C. C., 214.**

See *Haines v. C., R. I. & P. Ry. Co.*

**Enterprise Coal Co. v. Missouri Pacific Ry. Co. et al**, 137 I. C. C., 605.

**Enterprise Fuel Co. v. Pennsylvania R. R. Co. et al**, 16 I. C. C., 219.

**Enterprise Mfg. Co. v. A. & S. Steamboat Co.** (U. R. A-611), 30 I. C. C., 725.

**Enterprise Manufacturing Co. v. Georgia R. R. Co.**, 12 I. C. C., 130, 451.

*Cited and approved*: China & Japan Trading Co. v. Ga. R. Co., 12 I. C. C., 236, 240.

*Cited*: Enterprise Mfg. Co. v. Ga. R. Co., 12 I. C. C., 452, 456.

Rate of \$1.15 per 100 from southern cotton mills to Pacific coast terminals held not unreasonable.

*Cited*: Saginaw Board of Trade v. Grand Trunk Ry., 17 I. C. C., 137.

*Cited*: Sinclair & Co. v. C., M. & St. P. Ry. Co., 21 I. C. C., 500.

The natural advantages of a point due to location or otherwise will not be equalized by rate adjustment.

*Cited*: City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.

Transcontinental rates are affected by water competition.

*Cited and followed*: Southern Fur. Mfrs.' Asso. v. S. Ry. Co., 25 I. C. C., 387.

Rates on cotton piece goods from New England mills to Pacific coast terminals might properly be less than from southern mills.

**Enterprise Transportation Co. v. Pa. R. R. Co.**, 12 I. C. C., 326.

*Cited*: Stedman & Sons v. C. & N.-W. Ry. Co., 13 I. C. C., 169.

*Cited*: Cardiff Coal Co. v. C., M. & St. P. Ry. Co., 13 I. C. C., 466.

*Cited*: Pacific Coast Lum. Mfg. Asso. v. N. P. Ry. Co., 14 I. C. C., 53.

*Cited*: Cedar Hill Coal & Coke Co. v. C. & S. Ry. Co., 17 I. C. C., 481.

Commission has no authority to establish a through route with joint rates where a satisfactory through route is already in existence.

*Cited*: Kansas City, Mo. & Kansas City, Kans., v. K. C. V. & T. Co., 24 I. C. C., 25.

Bridges, ferries, switches, and terminal facilities are declared to be included within the term "railroad" not for the purpose of exempting them from any liability to publish and observe their rates when such ferries and bridges are operated by their owners as common carriers. but rather to make certain that where those agencies are employed by railroads the transportation service rendered by them shall still be subject to the provisions of the act to regulate commerce. A railroad company may without doubt provide by contract with an independent company for the construction of a bridge or ferry to be used as a part of its line. It can perhaps extend its contract to the operation of the bridge or ferry by its owner when constructed, but in such case the bridge



company or the ferry company is not a common carrier. The railroad is the carrier and answerable to the law as such.

- Erben, Theo. Francke, v. C. & O. R. Co.**, 26 I. C. C., 708.
- Erickson Co. v. C. & N. W. Ry. Co.** (U. R. A-272), 28 I. C. C., 724.
- Erickson Co. v. C., M. & St. P. Ry. Co.** (5739), 28 I. C. C., 717.
- Erickson Co. v. C., M. & St. P. Ry. Co.**, 29 I. C. C., 414
- Erie & Western Transit Co.** (See Lake-and-Rail Butter and Egg Rates), 29 I. C. C., 45.
- Erie & Western Transportation Co., Larkin Co. v.**, 24 I. C. C., 645.
- Erie Preserving Co. v. Lake Shore & Michigan Southern Ry. Co.**, 14 I. C. C., 118.
- Erie R. R. Co. et al, American Agricultural Chemical Co. v.**, 16 I. C. C., 320
- Erie R. R. Co. et al, American Oil & Paint Co. v.**, 17 I. C. C., 594.
- Erie R. R. Co., American Radiator Co. v.**, 24 I. C. C., 717.
- Erie R. R. Co., Bruce & West Mfg. Co. v.**, 28 I. C. C., 38.
- Erie R. R. Co., Cincinnati Chamber of Commerce & Merchants' Ex. v.**, 10 I. C. C., 378.
- See Cinn. Chamber of Commerce & Merchants' Ex. v. Baltimore & Ohio R. R. Co.
- Erie R. R. Co., Core v.** (1346), 13 I. C. C., 683.
- Erie R. R. Co., Corning Glass Works v.** (U. R. A-571), 30 I. C. C., 720.
- Erie R. R. Co., Danciger v.**, 29 I. C. C., 99.
- Erie R. R. Co., Davis, W. Mills, v.**, 20 I. C. C., 655.
- Erie R. R. Co., Detroit Chemical Works v.**, 13 I. C. C., 363.
- See Detroit Chemical Works v. E. R. R. Co.
- Erie R. R. Co., Globe-Wernicke Co. v.**, 11 I. C. C., 156.
- Erie R. R. Co., Hamburg-Bremer Afrika Linnie v.** (5362), 27 I. C. C., 705.
- Erie R. R. Co. et al, Hirsch, Getty, v.**, 21 I. C. C., 673.
- Erie R. R. Co. et al, Hofeller, Theo. & Co. v.**, 18 I. C. C., 615.
- Erie R. R. Co., Horton, Trustee, v.**, 26 I. C. C., 723.

**Erie R. R. Co., Kindel, George J., v.,** 11 I. C. C., 495, 514.

See *Kindel v. B. & A. R. R. Co.*

**Erie R. R. Co., Kittoe Boiler & Tank Co. v.** (U. R. A-319), 28 I. C. C., 730.

**Erie R. R. Co. et al., MacAndrews & Forbes Co. v.,** 17 I. C. C., 613.

**Erie R. R. Co., Milk Producers' Protective Asso v.,** 7 I. C. C., 92.

See *Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.*

**Erie R. R. Co., Mogenson-Wells Co. v.** (U. R. A-419), 29 I. C. C., 719.

**Erie R. R. Co., Mountain Ice Co. & Trout Lake Ice Co. v.,** 15 I. C. C., 305.

See *Mountain Ice Co. v. D., L. & W. R. R. Co.*

**Erie R. R. Co., Mountain Ice Co. et al. v.,** 17 I. C. C., 447.

See *Mountain Ice Co. v. D., L. & W. R. R. Co.*

**Erie R. R. Co., Mountain Ice Co. et al. v.,** 21 I. C. C., 45, 596.

See *Mountain Ice Co. v. E. R. R. Co.*

**Erie R. R. Co., National Hay Asso. v.,** 9 I. C. C., 264.

**Erie R. R. Co., National Machinery & Wrecking Co. v.,** 11 I. C. C., 581.

See *National Machinery & Wrecking Co. v. P., C. & St. L. Ry. Co.*

**Erie R. R. Co., M. Newman v.,** 11 I. C. C., 517.

**Erie R. R. Co., New York Produce Exchange v.,** 7 I. C. C., 612.

See *New York Produce Exchange v. B. & O. R. R. Co.*

**Erie R. R. Co. et al., Nucoa Butter Co. v.,** 20 I. C. C., 174.

**Erie R. R. Co., Ohio Allied Milk Product Shippers v.,** 21 I. C. C., 522.

**Erie R. R. Co., Paine Bros. & Co. v.,** 7 I. C. C., 218.

See *Paine Bros. & Co. v. Lehigh Valley R. R. Co.*

**Erie R. R. Co., Piermont Paper Co. v.,** 22 I. C. C., 268.

**Erie R. R. Co., Planters' Compress Co. v.,** 11 I. C. C., 382.

See *Planters' Compress Co. v. C., C. & St. L. Ry. Co.*

**Erie R. R. Co. et al., Rehberg, Amos & Co. v.,** 17 I. C. C., 508.

See *Rehberg & Co. v. E. R. R. Co.*

**Erie R. R. Co., Republic Metalware Co. v.**, 22 I. C. C., 658.

See Republic Metalware Co. v. E. R. R. Co.

**Erie R. R. Co. et al., Robinson Clay Produce Co. v.**, 20 I. C. C., 661.

**Erie R. R. Co. et al., Spring Hill Coal Co. v.**, 18 I. C. C., 508.

**Erie R. R. Co., Trussed Concrete Steel Co. v.** (U. R. A-512, 513), 29 I. C. C., 731, 732.

**Erie R. R. Co. et al., Turnbull, F. M. Co. v.**, 17 I. C. C., 123.

See Turnbull Co. v. E. R. R. Co.

**Erie R. R. Co., Vilter Mfg. Co. v.**, 24 I. C. C., 717.

**Erie R. R. Co., Voss & Barbee Manufacturing Co. v.**, 21 I. C. C., 674.

**Erie R. R. Co., Washburn-Crosby Co. v.**, 13 I. C. C., 38.

See Washburn-Crosby Co. v. Erie R. R. Co.

**Erie R. R. Co., West Co. v.** (U. R. A-142), 27 I. C. C., 713.

**Erie R. R. Co., West Co. v.** (U. R. A-316), 28 I. C. C., 729

**Escanaba & Lake Superior R. R. Co., Escanaba Business Men's Asso. v.**, 24 I. C. C., 11.

**Eschner, Bernard, v. Pennsylvania R. R. Co. et al.**, 18 I. C. C., 60.

*Cited:* Commutation Rate Case, 21 I. C. C., 434.

The right to use mileage tickets is in the nature of a privilege voluntarily accorded by carriers under their tariffs and must be accepted by those who use them with all lawful and non-discriminating limitations attached thereto.

*Cited:* In re Mileage Books, 28 I. C. C., 323.

The very fact that the mileage book owes its existence to a special permission of the statute is significant.

**Esson Granite Co. v. S. R. Co.**, 26 I. C. C., 449.

**Ethel Coal Co. v. C. & O. P. Co.**, 23 I. C. C., 471.

**Eureka Nevada Ry. Co., Richmond-Eureka Mining Co. v.**, 29 I. C. C., 62.

**Eureka Springs Ry. Co., Board of R. R. & Warehouse Commissioners of the State of Missouri v.**, 7 I. C. C., 69.

*Cited:* Hilton Lumber Co. v. Wilmington & W. R. Co., 9 I. C. C., 33.  
Two passenger cases involving higher interstate fares than the sum

of local fares fixed by the respective states have been decided by Commission approving the through fare.

See also Board R. R. & Warehouse Com'rs of Mo. v. Eureka Springs Ry. Co.

**Eureka Springs Ry. Co., Cary, J. W., v., 7 I. C. C., 286.**

See Cary v. Eureka Springs Ry. Co.

**Eustis Mining Co. v. Maine Central R. R. Co., 20 I. C. C., 655.**

**Evans, F. D. & Co. v. I. C. R. Co., 24 I. C. C., 11.**

**Evans, Milton, v. Oregon Railway & Navigation Co., 1 I. C. C., 325.**

*Cited and followed:* Bus. Men's Asso. of Minn. v. C., St. P., Minn. Ry. Co., 2 I. C. C., 69.

*Cited:* N. O. Cot. Ex. v. Ill. Cen. R. Co., 3 I. C. C., 537.

A comparison of rates established by railroads in one part of country with those in another where conditions are substantially different, is no: a fair basis as a test of reasonableness.

*Cited:* Bus Men's Asso. of Minn. v. Chic. & N.-W. Ry. Co., 2 I. C. C., 83.

*Cited:* N. W. Howell, Etc., v. The N. Y., L. E. & N. R. R. Co., 2 I. C. C., 286.

To pass upon reasonableness of rates Commission must have presented before it all facts. A simple suggestion that certain traffic is profitable without showing how profitable or to what extent profitable will not be sufficient.

*Cited:* Daniel Buchanan v. No. Pac. R. Co., 5 I. C. C., 11.

Matters to be considered in determining reasonableness of rate.

*Cited:* Charles P. Perry v. Fla. Cen. & Penins Ry. Co., 5 I. C. C., 111.

Commission may not only declare a rate unreasonable but prescribe a reasonable maximum rate.

**Evans, Milton, v. Union Pacific Ry. Co., 6 I. C. C., 520.**

*Cited:* Cattle Raisers' Asso. v. Fort Worth & D. C. R. Co., 7 I. C. C., 555.

It is not, however, every case where the payment of an excessive rate carries with it reparation. Each case seems to depend upon its own equities.

*Cited:* Dallas Frt. Bu. v. M., K. & T. Ry. Co., 12 I. C. C., 433.

*Cited:* Billings Chamber of Commerce v. C., B. & Q. R. Co., 19 I. C. C., 73.

Rates maintained and which may be reasonable under the conditions existing in one section or part of the country afford no safe criterion by which to measure reasonable charges in other localities where the expense of operating a road and other conditions affecting transportation are widely different.

**Evans & Co. v. Atchison, Topeka & Santa Fe Ry. Co.** (1427), 13 I. C. C., 685.

**Evans & Co. v. I. C. R. R. Co.** (U. R. A-492), 29 I. C. C., 729.

**Evans & Howard Fire Brick Co. v. St. L. & S. D. R. Co.**, 25 I. C. C., 141.

**Evans & Howard Fire Brick Co. v. St. L., I. M. & S. R. Co.**, 25 I. C. C., 141.

*Cited:* Rates on Common Brick to Canada, 26 I. C. C., 131.

Fire-brick rates in Missouri, Arkansas, Louisiana and Texas were from 54 to 183 per cent higher than common brick rates, as pointed out in cited case.

**Evans & Howard Fire Brick Co. v. W. R. Co.**, 26 I. C. C., 152.

**Evans Milling Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al.**, 20 I. C. C., 671.

**Evansville & Terre Haute R. R. Co., Board of Trade of Troy, Ala., v.**, 6 I. C. C., 1.

See Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.

**Evansville & Terre Haute R. R. Co., Chicago Freight Bureau v.**, 6 I. C. C., 195.

See Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.

**Evansville & Terre Haute R. R. Co., Kehoe, T. M. & Co. v.**, 11 I. C. C., 172.

**Evansville & Terre Haute R. R. Co. et al., Murphy Distilling Co. v.**, 21 I. C. C., 671.

**Evansville & Terre Haute R. R. Co. et al., Stacy, E. P. & Sons v.**, 17 I. C. C., 625.

**Evansville & Terre Haute R. R. Co., Swift & Co. v.**, 20 I. C. C., 657.

**Ewing Coal Co. v. A. C. R. Co.** (U. R. A-196), 27 I. C. C., 720.

**Excelsior and Flax Tow from St. Paul, Minn.**, 29 I. C. C., 640.

See In re Advances, Excelsior & Flax Tow from St. Paul, Minn.

**Excursion Tickets, In re Non-validation of Limited, 19 I. C. C., 440.**

**Explosives Between New England & Canada, 29 I. C. C., 697.**

**Export Rates from Points East & West of the Mississippi River, 8 I. C. C., 185.**

*Cited:* Export and Domestic Rates, 8 I. C. C., 235.

*Cited:* Board of R. Com. v. A., T. & S. F. R. Co., 8 I. C. C., 314.

Where freight is shipped to Chicago or the Gulf at a less rate than from intermediate points through which the traffic passes an undue preference is created which has not been warranted.

*Cited:* Miller Walnut Co. v. A., T. & S. F. Ry. Co., 13 I. C. C., 44.

It has been held that competitive conditions prevail at Kansas City which warrant a lower rate to Galveston on export grain than from Oklahoma City.

**Export Rates on Flaxseed Products from Minneapolis, 27 I. C. C., 246.**

**Export Shipping Co. v. B. & O. R. R. Co., 14 I. C. C., 437.**

See Export Shipping Co. v. W. R. R. Co.

**Export Shipping Co. v. New York, Chicago & St. Louis R. R. Co., 14 I. C. C., 437.**

See Export Shipping Co. v. W. R. R. Co.

**Export Shipping Co. v. Wabash R. R. Co., 14 I. C. C., 437.**

Carriers ordered to apply carload rates on consolidated carload shipments on the ground that the practice of charging the parcel rate on each package in such consolidated carload shipments is unreasonable and unjustly discriminatory.

**Delaware, Lackawanna & Western R. R. Co. v. Interstate Commerce Commission.**

166 Fed. 499. November 27, 1908.

C. C. S. D. N. Y. Per curiam.

Commission's order held invalid on the ground that the practice of the carriers was reasonable.

**Delaware, Lackawanna & Western R. R. Co. v. Interstate Commerce Commission.**

169 Fed. 894. February 18, 1909.

C. C. S. D. N. Y. Per curiam.

In granting application of the American Forwarding Company, Transcontinental Freight Company, and Rockford Manufacturers & Shippers Association to intervene as parties defendant the court said:

It is not to be understood to be sanctioning a practice which would allow every interested person to intervene in proceedings of this matter.

**Interstate Commerce Commission v. Delaware, Lackawanna & Western R. R. Co.**

220 U. S. 235. April 3, 1911. White, C. J.

Commission's order held valid on the ground that a carrier cannot refuse to transport carload lots at carload rates merely because the goods do not actually belong to one shipper or merely because they are shipped by a forwarding agency.

*Cited:* California Com. Asso. v. Wells, Fargo & Co., 14 I. C. C., 434.  
Opinion dissenting.

*Cited:* California Com. Asso. v. Wells, Fargo & Co., 21 I. C. C., 300.

A carrier may not make rates with relation to the ownership of the property transported.

**Export Tariffs, In re Publication of, 1 I. C. C., 658.**

**Export Trade of Boston, In re, 1 I. C. C., 24.**

*Cited:* Board of Trade of Troy, Ala., v. Ala. Mid. Ry. Co., 6 I. C. C., 20.

*Cited:* Kemble v. Boston & Albany R. Co., 8 I. C. C., 112.

*Cited:* Export and Domestic Rates, 8 I. C. C., 252.

The making of a rate to a port on freight destined to foreign points, less than the rate on local freight was not condemned, but question held open.

*Cited:* In re Differential Rates, 11 I. C. C., 65.

It has always been conceded that export rail rates to Boston might be lower than domestic rates and not higher than export rates to New York.

**Express Classification of Bread, other Bakery Products, and Yeast (U. R. A-671), 30 I. C. C., 733.**

**Express Co., Contracts of, for Free Transportation of Their Men & material Over R. R., In re, 16 I. C. C., 246.**

See In re Contracts of Express Companies, etc.

**Express Companies, In re, 1 I. C. C., 349.**

*Cited:* Ind. R. Assns. of Titusville & Oil City v. W. N. Y. & P. R. Co. et al., 5 I. C. C., 460.

Express companies not being subject to the act, and the same with pipe lines, a railroad can make a lawful contract with a competing pipe line to pool their earnings as can two competing express companies.

**Express Rates Practices, Accounts & Revenues, 28 I. C. C., 131.**

## F

**Fabrication-in-Transit Charges, 29 I. C. C., 70.**

**Fain & Stamps v. Atlantic Coast Line R. R. Co., 13 I. C. C., 529.**

**Fairmont Creamery Co. v. A., T. & S. F. Ry. Co., 28 I. C. C., 661.**

**Fairmont Creamery Co. v. C., B. & Q. R. Co., 22 I. C. C., 252**

*Distinguished:* Rates on Crushed Stone, 29 I. C. C., 137.

The cited case though submitted November 20, 1911, involved a rate increase during the period from March 1 to September 5, 1909, and prior to the amendment of June 18, 1910, by which the burden of justifying any rate increased since January 1, 1910, is placed upon the carrier. Here the rates under protest were increased since January 1, 1910.

**Fairmont Creamery Co. v. Illinois Central R. R. Co., 15 I. C. C., 109.**

See Beatrice Creamery Co. v. I. C. R. R. Co.

**Fairmont Creamery Co. v. Pacific Express Co., 15 I. C. C., 134.**

**Fall Brook Ry. Co., Paine Bros. & Co. v., 7 I. C. C., 218.**

See Paine Bros. & Co. v. Lehigh Valley R. R. Co.

**Falls, J. G. & Company v. Chicago, Rock Island & Pacific Ry. Co., 15 I. C. C., 269.**

**Falls Church, Va., Citizens of, v. W.-V. Ry. Co. (U. R. A-616), 30 I. C. C., 725.**

**Fares From the Suburban Points on the Washington-Virginia Ry. to Washington, 26 I. C. C., 398.**

See Suburban Fares on W.-V. Ry. Co.

**Faribault Furniture Co. v. C. G. W. R. Co., 25 I. C. C., 40.**

**Farley & Loetscher Manufacturing Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 15 I. C. C., 602.**

**Farmers' Business Asso. v. Chicago, Burlington & Quincy Ry. Co. (1159). 13 I. C. C., 681.**



**Farmers' Co-Operative & Educational Union v. Great Northern Ry. Co. et al.**, 17 I. C. C., 406.

**Farmers Grain & Mercantile Co. v. C. & N. W. Ry. Co.** (6372), 29 I. C. C., 714.

**Farmers Handy Wagon Co. v. Pere Marquette R. R. Co. et al.**, 18 I. C. C., 621.

**Farmers, Merchants & Shippers Club of Kansas v. Atchison, Topeka & Santa Fe Ry. Co.**, 12 I. C. C., 351.

See also **Farmers, Merchants & Shippers Club of Kansas v. C., R. I. & P. Ry. Co.**

*Cited*: **Mitchell v. Atchison, Topeka & Santa Fe Ry. Co.**, 12 I. C. C., 325.

The system of group rates from Kansas points to Texas points not disturbed.

*Followed*: **Ter. of Okla. v. R. I. & Pac. Ry. Co.**, 12 I. C. C., 368.

The two cases are practically identical.

*Cited*: **Miller Walnut Co. v. A., T. & S. F. Ry. Co.**, 13 I. C. C., 44.

Competitive condition exists at Kansas City on grain which justifies carriers in accepting lower rate from Kansas City to Galveston for export than is applied from Oklahoma City.

*Followed*: **Celina Mill & El. Co. v. St. L. S.-W. Ry. Co.**, 15 I. C. C., 142.

*Reaffirmed*: **Kansas City Trans. Bu. v. A., T. & S. F. Ry. Co.**, 15 I. C. C., 491.

*Quoted*: **Kansas City Trans. Bu. v. A., T. & S. F. Ry. Co.**, 16 I. C. C., 203.

This condition has of necessity been highly competitive. Eastern lines have extremely disliked to relinquish the traffic which they have enjoyed in the past and which they were built to enjoy, while the southern lines have found it necessary to obtain this traffic almost at the price of existence.

*Cited*: **Advances in Rates on Grain**, 21 I. C. C., 33.

*Cited*: **Southwestern Mo. Millers' Club v. M., K. & T. Ry. Co.**, 22 I. C. C., 427.

Rate from Wichita, Kan., to group 4 points, which are in the extreme southern part of Texas, fixed at 35 cents per 100 pounds on wheat.

*Cited*: **R. R. Com. of Kansas v. M. P. Ry. Co.**, 22 I. C. C., 25.

*Cited*: **Southwestern Mo. Millers' Club v. M., K. & T. Ry. Co.**, 22 I. C. C., 427.

Export grain rate Wichita to Galveston reduced to 25 cents.

*Cited:* Wichita Board of Trade v. A., T. & S. F. Ry. Co., 25 I. C. C., 625.

The cited case held not controlling but a scale of rates fixed which are a 1-cent differential over rates fixed in cited case.

*Distinguished:* Chicago-Duluth Grain Rates, 27 I. C. C., 218.

While rates were fixed on distance basis in cited case, only one destination point was concerned, while here it is a question of competition in destination markets. The circumstances considered in cited case not at all similar to those here considered.

*Cited:* Omaha Grain Ex. v. C., R. I. & P. Ry. Co., 28 I. C. C., 684.

The local rates from Omaha yield less per ton-mile revenue than is afforded the carrier under basis prescribed in cited case to apply from Kansas points to points in Texas.

*Cited:* Malt Rates to Texas Points, 30 I. C. C., 386.

A comparison of rates fixed on flour in cited case held not helpful in present case dealing with malt rates since the hauls are twice as long.

**Farmers, Merchants & Shippers Club of Kansas v. Chicago, Rock Island & Pacific Ry. Co., 12 I. C. C., 351.**

See also Farmers, Merchants & Shippers Club of Kansas v. A., T. & S. F. Ry. Co.

*Cited:* Mitchell v. Atchison, Topeka & St. F. Ry. Co., 12 I. C. C., 325.

The system of group rates from Kansas points to Texas points not disturbed.

*Cited:* Ter. of Okla. v. R. I. & Pac. Ry. Co., 12 I. C. C., 368.

The two cases are practically identical.

**Farmers Warehouse Co. v. Louisville & Nashville R. R. Co., 12 I. C. C., 457, 520.**

*Cited:* Farmers Warehouse Co. v. Louisville & Nashville R. R. Co., 12 I. C. C., 520.

Order for reparation.

*Quoted:* Morse Produce Co. v. C., M. & St. P. Ry. Co., 15 I. C. C., 339.

It does not follow, as a matter of course, where the Commission finds that the ends of justice require the reduction of a rate complained of that reparation must in all cases be ordered on shipments previously made. Under all the circumstances appearing in this case we feel constrained to deny the claim for reparation on shipments made prior to the filing of the complaint.

*Cited:* Columbia Gro. Co. v. L. & N. R. R. Co., 18 I. C. C., 505.

If the rate complained of is unreasonable or unduly discriminatory it is no justification to contend that such unlawful rate should not be remedied because other points would then complain.

**Farrar, J. K., v. Southern Ry. Co., 11 I. C. C., 632.**

**Farrar, J. K., v. Southern Ry. Co., 11 I. C. C., 640.**

*Cited:* Muskogee Traffic Bu. v. A., T. & S. F. Ry. Co., 17 I. C. C., 173.

Per ton mile comparisons are often helpful in reaching a conclusion respecting the reasonableness of a rate, but to take that as the sole test is to scrutinize from the narrowest viewpoint.

**Farrar, W. B. & Co. v. East Tennessee, Virginia & Georgia Ry. Co., 1 I. C. C., 480.**

*Cited and quoted:* Bus. Men's Asso. of Minn. v. C., St. P. Minn. & O. Ry. Co., 2 I. C. C., 69.

The rate per ton per mile grows less as distance increases, unless there be exceptional conditions modifying this rule. This permits of the movement of staple commodities from and to the most distant portions of our country.

*Cited:* Bus. Men's Asso. of Minn. v. Chic. & N.-W. Ry. Co., 2 I. C. C., 83.

*Quoted:* N. O. Cotton Ex. v. Ill. Cen. R. Co. et al., 3 I. C. C., 558.

*Cited:* Charles P. Perry v. Fla. Cen. & Penins. R. Co., 5 I. C. C., 111.

Commission may not only declare a certain rate unreasonable but may prescribe a reasonable maximum rate.

*Cited:* Farrar v. Sou. Ry. Co., 11 I. C. C., 643.

Rates on lumber from Dalton to Roanoke, and to Lynchburg, considered.

**Farrar Lumber Co. v. N., C. & St. L. R. Co., 25 I. C. C., 22.**

**Farrar Lumber Co. v. Southern Ry. Co. et al., 19 I. C. C., 601.**

**Fathaur, C. O. Co. v. St. Louis, Iron Mountain & Southern Ry. Co. et al., 18 I. C. C., 517.**

*Cited:* Tap Line Case, 23 I. C. C., 308.

The allowances formerly received by the Mississippi, Arkansas & Western were cut off by the Iron Mountain as result of decision in cited case.

**Faughender, Jabe C., v. Southern Ry. Co., 6 I. C. C., 588.**

**Faultless Caster Co. v. M. P. R. Co.** (U. R. A-143), 27 I. C. C., 713.

**Federal Chemical Co v. L. & N. R. Co.**, 26 I. C. C., 377.

**Federal Cigar Co. et al. v. Illinois Terminal R. R. Co. et al.**, 20 I. C. C., 667.

**Federal Lumber Co. v. Southern Ry. Co.**, 21 I. C. C., 682.

**Federal Milling Co v. M., St. P. & S. S. M. R. Co.**, 27 I. C. C., 696.

**Federal Sugar Refining Co. of Yonkers v. Baltimore & Ohio R. R. Co. et al.**, 17 I. C. C., 40.

For services rendered Arbuckle Bros. in furnishing, within the free lighterage limits of New York, a terminal, terminal facilities, and in lightering merchandise from such terminal to defendant's railroad station defendant paid to Arbuckle Bros. a certain money allowance upon each 100 pounds of merchandise passing through such terminal, such allowance being paid on the sugar of Arbuckle Bros. as well as on goods of other shippers. At the same time defendant refused to pay a similar allowance to complainant's refinery at Yonkers, N. Y., a point outside the lighterage limits. Held, that the denial of such allowance to complainant was not in violation of the act. Complaint dismissed. **Baltimore & Ohio R. R. Co. v. United States.**

Not reported. May 22, 1911.

Commerce Court No. 38.

Enforcement of Commission's order temporarily enjoined. No written opinion.

**United States v. Baltimore & Ohio R. R. Co.**

225 U. S. 306. June 10, 1912. White, C. J.

Commerce Court decree affirmed on the ground that the Commerce Court has authority to issue a temporary injunction in a case like this.

**Baltimore & Ohio R. R. Co. v. United States.**

200 Fed. 779. November 15, 1912.

Commerce Court No. 38. Carland, J.

Commission's order held to be invalid on the ground that, as a matter of law, the practice of defendant in the matter of lighterage allowances was not unlawful.

**United States v. Baltimore & Ohio R. R. Co.**

231 U. S. 274. December 1, 1913. Lurton, J.

Commission's order held to be invalid on the ground that, as a matter of law, the practice of defendant in the matter of lighterage allowances was not unlawful.

*Cited:* **Merchants' Cotton Press & Storage Co. v. I. C. R. R. Co.**, 17 I. C. C., 110.

Dissenting opinion.

*Cited:* Merchants' Cotton Press & Storage Co. v. I. C. R. R. Co., 20 I. C. C., 200.

De Novo hearing.

After the above case was decided, complainant changed its method of handling its sugar. Under the new arrangement it lightered its sugar from its refinery to Pier 24, a point within the lighterage limits, and again from the pier to defendant's railroad station. The Commission ordered the carriers to discontinue its practice of paying an allowance to Arbuckle Bros. on its sugar, while at the same time denying a similar allowance to complainant on its sugar moving from Pier 24 to defendant's railroad station, on the ground that the existing practice subjected complainant to an undue discrimination.

*Cited:* Chamber of Commerce of N. Y. v. N. Y. C. & H. R. R. R. Co., 24 I. C. C., 66.

The so-called differential rates on export traffic existing between the ports of the Atlantic seaboard are not observed.

**Federal Sugar Refining Co. v. Baltimore & Ohio R. R. Co. et al.,** 20 I. C. C., 200.

*Cited:* Colonial Salt Co. v. M., I. & I. Line, 23 I. C. C., 366.

The wharf or dock owned by a sugar refinery, though operated as a receiving station for public carriers, was held not to be legal receiving depot for the competitors of that refinery and therefore with respect to the sugar of the proprietary company, a plant facility.

**Federal Sugar Refining Co. v. Baltimore & Ohio R. R. Co. et al.,** 21 I. C. C., 659.

**Fee Crayton Hardwood Lumber Co. v. Baltimore & Ohio R. Co.,** 26 I. C. C., 720.

**Feeders' Supply Co. v. M., K. & T. Ry. Co. of Texas (U. R. A-463),** 29 I. C. C., 725.

**Fellows Coal & Material Co. v. Missouri Pacific Ry. Co.,** 12 I. C. C., 481.

**Fels & Co. v. P. R. Co.,** 23 I. C. C., 483.

*Cited:* Fels & Co. v. P. R. Co., 25 I. C. C., 154.

Petition asking that case be reopened for purpose of receiving further testimony and awarding reparation against the Philadelphia, Baltimore & Washington R. R. Company, and additional reparation against the Baltimore & Ohio R. R. Company dismissed.

**Fels & Co. v. P. R. Co.,** 25 I. C. C., 154.

**Felton Grain Co. v. Union Pacific R. R. Co. et al.,** 19 I. C. C., 63.

**Fence Posts from Arkansas Stations to Kansas City, 26 I. C. C., 42.**

**Fencing and Fencing Material Rates from Anderson and Other Points in Indiana to Texarkana, Arkansas, Texas, and Other Points, 30 I. C. C., 650.**

**Ferguson, W. T. Lumber Co. v. L. & A. R. Co., 23 I. C. C. 717.**

**Ferguson, W. T. Lumber Co. v. L. R. Co., 24 I. C. C., 710.**

**Ferguson Sawmill Co. v. St. Louis, Iron Mountain & Southern Ry. Co. et al, 18 I. C. C., 391, 396.**

*Cited:* Ferguson Sawmill Co. v. St. L., I. M. & S. Ry. Co. et al, 18 I. C. C., 398.

*Cited:* Ferguson Sawmill Co. v. St. L., I. M. & S. Ry. Co., 18 I. C. C., 394.

With yellow pine the whole producing section is under one blanket which places all on a parity in the market, but this is not the case with the cypress producing sections.

*Cited:* Sawyer & Austin Lumber Co. v. St. L., I. M. & S. Ry. Co., 21 I. C. C., 465.

The blanket rate of 14 cents from Little Rock and Woodson condemned and 10-cent rate established in lieu thereof.

*Cited:* Ferguson, C. E., Sawmill Co. v. St. L., I. M. & S. R. Co., 23 I. C. C., 229.

Supplemental complaint attacking same rates to other destinations.

**Ferguson, C. E. Sawmill Co. v. St. L., I. M. & S. R. Co., 23 I. C. C., 229.**

Rate on cypress lumber of 18 cents fixed from Little Rock, Ark., and Woodson to Kansas City, Mo., established, being a reduction from former rate of 24 cents found to be unreasonable.

Missouri Pac. Ry. Co. v. U. S.

Unreported. P. S. D. C.

Petition for injunction dismissed. Order of Commission held valid.

**Ferrocarril, DeSonora et al, Maldonado & Co. v., 18 I. C. C., 65.**

**Fewell, W. L., v. Richmond & Danville R. R. Co., 7 I. C. C., 354.**

**Field v. Southern Ry. Co., 13 I. C. C., 298.**

*Quoted:* Eschner v. P. R. R. Co., 18 I. C. C., 63.

*Cited:* Carnegie Board of Trade v. Penn. Co., 28 I. C. C., 129.

*Cited:* In re Mileage Books, 28 I. C. C., 324.

The Commission has no affirmative power to require carriers to establish special fares, based upon less than the normal passenger-mile

revenue, for the use of passengers on particular occasions or for special purposes.

- Filing of Joint Tariffs, In re, Circular, 1 I. C. C., 657.**
- Fine v. St. L. & S. F. R. R. Co. (6431), 30 I. C. C., 714.**
- Fink, Henry, v. H. W. Behlmer, 6 I. C. C., 257.**
- Fink, Henry, v. Board of Trade of the City of Lynchburg, Va., 6 I. C. C., 632.**
- Fink, Henry, v. E. D. McClelen, 6 I. C. C., 588.**
- Finley, F. M. & Son v. Washington, Alexandria & Mt. Vernon Ry. Co., 19 I. C. C., 602.**
- Fiscal Supervisor of State Charities of New York, Dennis, McCarth, v. Delaware, Lackawanna & Western R. Co., 24 I. C. C., 705.**
- Fish & Fisheries, United States Comm. of, 1 I. C. C., 21.**
- Fish & Co. v. N. Y., C. & St. L. R. R. Co. (3180), 30 I. C. C., 711.**
- Fish, F. M. & Co. v. New York, Chicago & St. Louis R. R. Co. et al., 19 I. C. C., 452.**
- Fish & Solomon v. P. R. Co., 26 I. C. C., 724.**
- Fish & Solomon v. P. R. R. Co. (U. R. A-473), 29 I. C. C., 727.**
- Fisk, Homer P. & Sons v. Boston & Maine R. R., 19 I. C. C., 299.**
- Fitchburg R. R. Co., Board of Trade of Troy, Ala., v., 6 I. C. C., 1.**  
See Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.
- Fitchburg R. R. Co., Independent Refiners' Asso. of Titusville & Oil City, Pa., v., 5 I. C. C., 415.**  
See Independent Refiners' Asso., etc., v. W. N. Y. & Pa. R. R. Co.
- Fitchburg R. R. Co., Independent Refiners' Asso. of Titusville, Pa., v., 6 I. C. C., 378.**  
See Independent Refiners' Asso. of Titusville v. Western, N. Y. & Pa. R. R. Co.
- Fitchburg R. R. Co., Paine Bros. & Co. v., 7 I. C. C., 218.**  
See Paine Bros. & Co. v. Lehigh Valley R. R. Co.
- Fitzpatrick Drug Co. v. Y. & M. V. R. R. Co. (5762), 30 I. C. C., 712.**
- Fitzsimmons-Palmer Co. v. F. E. C. R. Co., 25 I. C. C., 708.**

**Fitzsimmons-Palmer Co. v. Louisville & Nashville R. R. Co. et al.**, 20 I. C. C., 664.

**Flaccus Glass Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.**, 14 I. C. C., 333.

**Flanley Grain Co. v. C., B. & Q. R. R. Co.** (U. R. A-638), 30 I. C. C., 729.

**Flanley Grain Co. v. M. P. Ry. Co.** (U. R. A-503), 29 I. C. C., 730.

**Flaxseed from Minneapolis to Fredonia, Kans., and other Points**, 29 I. C. C., 633.

**Flax Tow, Flax Moss and Flax Fiber from St. Paul, Minn.**, 29 I. C. C., 640.

**Fleisher, S. B. & B. W., Inc., v. Louisville, Henderson & St. Louis Ry. Co. et al.**, 20 I. C. C., 665.

**Flint & Pere Marquette R. R. Co., Chamber of Commerce of the City of Milwaukee v.**, 2 I. C. C., 553.

See Chamber of Commerce, etc., v. Flint & Pere Marquette R. R. Co.

**Flint & Pere Marquette R. R. Co., Michigan Box Co. v.**, 6 I. C. C., 335.

See Michigan Box Co. v. Flint & Pere Marquette R. R. Co.

**Flint & Walling Manufacturing Co. v. Grand Rapids & Indiana Ry. Co.**, 14 I. C. C., 520.

**Flint & Walling Manufacturing Co. v. Lake Shore & Michigan Southern Ry. Co.**, 14 I. C. C., 336.

Carriers ordered to reduce their joint rate on water tanks and sub-structures from Kendallville, Ind., to Beaver Dam, Wis., on the ground that the joint rate is unreasonable to extent that it exceeds the combination of local rates. Reparation awarded.

Chicago, Milwaukee & St. Paul Ry. Co. v. Interstate Commerce Commission.

Not reported. April 20, 1909.

C. C. N. D. Ill., E. D.

Bill dismissed; Commission's order held to be valid.

**Flint, Erving & Stoner Co. v. C. & O. R. Co.**, 26 I. C. C., 719.

**Flint, Erving & Stoner Co. v. N. O. G. & N. R. Co.**, 26 I. C. C., 717.

**Floral Saw Mill Co. v. Central of Georgia Ry. Co.** (1254), 13 I. C. C., 681.

**Floran v Wells, Fargo & Co.** (U. R. A-572), 30 I. C. C., 720.

**Florence R. R. Co., Board of R. R. Commissioners of S. C. v.**, 8 I. C. C., 1.



**Florence Wagon Works v. Atlantic Coast Line R. R. Co.** (1814), 14 I. C. C., 643.

**Florence Wagon Works v. Louisville & Nashville Ry. Co. et al.**, 18 I. C. C., 614.

**Florence Wagon Works v. Southern Ry. Co.** (1640), 14 I. C. C., 640.

**Florence Wagon Works v. Southern Ry. Co.** (1641), 14 I. C. C., 641.

**Florence Wagon Works v. S. R. Co.** (U. R. A-106), 27 I. C. C., 708.

**Florida Central & Peninsular R. R. Co., Alleged Unlawful Charges for Transportation of Vegetables**, 8 I. C. C., 585.

**Florida Central & Peninsular R. R. Co., Charles P. Perry v.**, 5 I. C. C., 97.

See *Perry v. Fla. Cen. & Pen. R. R. Co.*

**Florida Central & Peninsular R. R. Co., R. R. Com. of Fla. v.**, 5 I. C. C., 13.

See *R. R. Com. of Fla. v. Savannah, Fla. & W. Ry. Co.*

**Florida Central & Peninsular R. R. Co., Savannah Bureau of Freight & Transportation v.**, 8 I. C. C., 377.

See *Savannah Bureau of Freight & Transportation v. Louisville & Nashville R. R. Co.*

**Florida Citrus Exchange v. A. C. L. R. Co.**, 25 I. C. C., 707.

**Florida Citrus Exchange v. S. A. L. Ry.** (U. R. A-264), 28 I. C. C., 723

**Florida Cotton Oil Co v. A. C. L. R. Co.** (5778), 30 I. C. C., 712.

**Florida Cotton Oil Co. v. Central of Georgia Ry. Co. et al.**, 19 I. C. C., 336.

**Florida East Coast Ry. Co., Crutchfield, Woolfolk & Clore v.**, 28 I. C. C., 274.

**Florida East Coast Ry. Co., Daugherty, McKey & Co. v.** (U. R. A-253), 27 I. C. C., 728.

**Florida East Coast Ry. Co., Fitzsimmons-Palmer v.**, 25 I. C. C., 714.

**Florida East Coast Ry. Co., Wagner & Sons v.** (U. R. A-678), 30 I. C. C., 734.

**Florida Fruit & Vegetable Shippers' Protective Association v. Alabama & Vicksburg Ry. Co. et al.**, 17 I. C. C., 552.

See *Florida Fruit & Vegetable Shippers' Protective Asso. v. A. C. L. R. R. Co.*

**Florida Fruit & Vegetable Shippers' Protective Association v. Alabama & Vicksburg Ry. Co. et al.**, 21 I. C. C., 677.

**Florida Fruit & Vegetable Shippers' Protective Association v. Atlantic Coast Line R. R. Co., 14 I. C. C., 476.**

Carriers ordered to reduce to a specified amount their rates on oranges, pineapples and vegetables from Jacksonville, Fla., to north-eastern and other points, on the ground that the existing rates are unreasonable.

Florida East Coast Ry. Co. v. United States.

200 Fed. 797. November 13, 1912.

Commerce Court No. 58. Mack, J.

Commission's order held to be valid on the ground that the Commission's findings were based on sufficient evidence and that the rates fixed are not confiscatory.

Florida East Coast Ry. Co. v. United States.

234 U. S. 167. June 8, 1914. White, C. J.

Action of Commerce Court reversed and case remanded to district court with directions to restrain enforcement of order of Commission.

*Cited:* Swift & Co. v. C. & A. R. R. Co., 16 I. C. C., 429.

Tariff provisions limiting refrigeration of carload shipments to 15,000 pounds minimum weight held reasonable.

*Cited:* Asparagus Growers' Asso. v. A. C. L. R. R. Co., 17 I. C. C., 427.

Refrigeration charge of \$70 per car of 21,400 pounds held reasonable for trip from Florida to northern markets.

*Cited:* Fla. F. & V. Asso. v. A. C. L. R. R. Co., 17 I. C. C., 553.

*Cited:* Bahrenburg Bro. & Co. v. A. C. L. R. R. Co., 24 I. C. C., 562.

It was suggested in the former report that the rates from Florida basing points to points north of the Ohio and east of Missouri were too high, but since proper carriers were not before Commission an order could not be entered, this complaint was brought to make this suggestion effective.

*Cited:* Truck Growers' Asso. v. A. C. L. R. R. Co., 20 I. C. C., 192.

The any-quantity rates on vegetables from Florida points held not unreasonable.

*Cited:* Fla. Fruit & Veg. Shippers v. A. C. L. R. R. Co., 22 I. C. C., 12.

Pineapple rates and gathering charges considered.

*Cited:* Brynes v. A. C. L. R. R. Co., 23 I. C. C., 252.

*Cited:* Jouannet v. A. C. L. R. R. Co., 23 I. C. C., 394.

The Jacksonville rate is a basing rate only used in connection with a gathering rate to Jacksonville.

*Cited:* Northwestern Woodenware Co. v. C., M. & P. S. Ry. Co., 28 I. C. C., 240.

The evidenciary force of comparisons of car earnings on the commodities involved with car earnings of analogous commodities moving from same point recognized.

**Florida Fruit & Vegetable Shippers' Protective Association v. Atlantic Coast Line R. R. Co. et al., 17 I. C. C., 552.**

*Cited:* League of Com. Merchants v. A. C. L. R. R. Co., 20 I. C. C., 134.

The rate from Florida to Ohio River crossings of 30 cents per crate on vegetables, being an increase of 5 cents per crate formerly approved urged as reason for increase of rates from Charleston which ordinarily bear a relation to rates from Florida.

*Cited:* League of Com. Merchants v. A. C. L. R. R. Co., 22 I. C. C., 12.  
The gathering charge on pineapples from points of production on the Florida East Coast Ry. to Jacksonville considered.

*Cited:* Arlington Heights Fruit Exchange v. S. P. Co., 22 I. C. C., 159.  
Higher rates on perishable commodities shipped under refrigeration than upon the same commodities shipped under ventilation, have been approved.

*Explained:* Byrnes v. A. C. L. R. R. Co., 23 I. C. C., 253.

The cited case did not hold that rates from Florida producing points to destinations in central freight association territory were unreasonable and expressly points out that the carriers serving that section, most of them, were not parties and had not been heard.

*Cited:* Bahrenburg Bro. & Co. v. A. C. L. R. R. Co., 24 I. C. C., 562.

The rates on vegetables, both under ventilation and under refrigeration, between Florida base points and eastern cities established in cited case.

*Cited:* Bartlesville Salvage Co. v. M., K. & T. Ry. Co., 25 I. C. C., 673.

The fact that the cost price of scrap iron plus the freight rate leaves no margin of profit or involves a loss cannot be admitted as a test of the reasonableness of the transportation charges.

**Florida Fruit & Vegetable Shippers' Protective Association v. Atlantic Coast Line R. R. Co. et al., 21 I. C. C., 677.**

**Florida Fruit & Vegetable Shippers' Protective Association v. A. C. & L. R. Co.**, 22 I. C. C., 11.

See *Florida Fruit & Vegetable Shippers' Protective Asso. v. A. C. L. R. R. Co.*

**Florida Mercantile Agency v. Pennsylvania R. R. Co. et al**, 21 I. C. C., 85.

**Florida R. R. Commission v. A. C. L. R. Co.**, 22 I. C. C., 11.

*Cited*: *Crutchfield, Woolfolk & Clore v. F. E. C. Ry. Co.*, 28 I. C. C., 279.

Rates on vegetables from producing points on the Florida East Coast Railway to Jacksonville, when for beyond, were held unreasonable in cited case and rates prescribed which were on a lower basis than that applicable at the time the shipments moved.

**Florida R. R. Commissioners v. A. C. L. R. R. Co.**, 28 I. C. C., 356.

**Florida R. R. Commissioners v. Seaboard Air Line Ry. et al**, 16 I. C. C., 1

**Florida R. R. Commissioners v. Southern Express Co.**, 28 I. C. C., 634.

**Florida Southern Ry. Co., Alleged Unlawful Charges for Transportation of Vegetables**, 8 I. C. C., 585.

**Floridin Co. v. Seaboard Air Line Ry. et al**, 21 I. C. C., 610.

**Floridin Co. v. S. A. L. R. Co.**, 26 I. C. C., 718.

**Florien Lumber Co. v. U. P. R. Co.** (U. R. A-194), 27 I. C. C., 720.

**Flour City Steamship Co. v. L. V. R. Co.**, 24 I. C. C., 179.

Held, that complainant is a common carrier subject to the act and entitled to form a part of a joint through route. No order entered. Case held open for such further action as may become necessary.

**United States ex rel. Flour City Line v. Lehigh Valley R. R. Co.**

Not reported. October 25, 1911.

Commerce Court No. 53.

Petition dismissed which sought a writ of mandamus to compel defendant railroad companies to apply, on traffic from Buffalo, N. Y., to the East, the same rate when such traffic reached Buffalo on boats of the complainant as when such traffic reached Buffalo on boats of other lines.

*Reaffirmed*: *Lumber Rates, Oregon & Wash. to Eastern Points*, 29 I. C. C., 618.

*Followed*: *Rates on Green Fruit from Idaho, Oregon and Utah*, 29 I. C. C., 652.

*Cited:* Merchants' & Manufacturers' Asso. v. C. R. R. Co. of N. J., 30 I. C. C., 401.

The power of the Commission to establish through routes is not dealt with alone in section 15, but powers therein set forth must be read in connection with those contained in the first and third sections.

**Flour Rates between Kansas & California**, 29 I. C. C., 459.

**Flynn, John E., v. C., I. & L. R. Co.** (U. R. A-257), 27 I. C. C., 729.

**Follmer, C. C. & Co. v. Bellingham Bay & British Columbia Ry. Co. et al.**, 21 I. C. C., 617.

**Follmer, C. C. & Co. v. C. P. R. Co.**, 26 I. C. C., 512.

**Follmer, C. C. & Co. v. D. S. S. & A. R. Co.**, 25 I. C. C., 714.

**Follmer, C. C. & Co. v. Great Northern Ry. Co.**, 15 I. C. C., 33.

*Cited:* Kile & Morgan Co. v. Deepwater Ry. Co., 15 I. C. C., 238.

A shipper cannot be deprived through a carrier's negligence of any lawful privilege offered by another carrier, especially after due diligence on his part to secure such advantage, but such privilege must itself be not only one which the carrier may lawfully allow after the establishment thereof, but it must also be duly established and filed with the Commission as are rates and all privileges and services to which they apply.

*Followed:* Beekman Lum. Co. v. St. L., I. M. & S. Ry. Co., 15 I. C. C., 276.

*Followed:* Hartman Furniture & Car. Co. v. W. C. Ry. Co., 15 I. C. C., 531.

The informal presentation of a reparation claim is sufficient to stop running of statute of limitations.

**Follmer, C. C. & Co. v. Great Northern Ry. Co. et al.**, 16 I. C. C., 610.

**Follmer, C. C. & Co. v. G. N. R. Co.**, 22 I. C. C., 668.

**Follmer, C. C. & Co. v. Lehigh Valley R. R. Co.**, 19 I. C. C., 606.

**Follmer, C. C. & Co. v. Northern Pacific Ry. Co. et al.**, 21 I. C. C., 683.

**Fond Du Lac Church Furnishing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 21 I. C. C., 481.

**Food Products, In the matter of Alleged Excessive Fgt. Rates & Charges**, 4 I. C. C., 48, 116.

*Cited:* Grain Shippers' Asso. v. Ill. Cen. R. Co., 8 I. C. C., 178-181.  
Grain rates from western points to New York.

**Ford v. Chicago & Northwestern Ry. Co.** (980), 12 I. C. C., 586.

**Ford, Charles A., x. W.-V. R. Co.**, 24 I. C. C., 632.

**Ford, J. B. Co. v. Michigan Central R. R. Co. et al.**, 19 I. C. C., 507.

**Ford Mfg. Co. v. C. & St. P. M. & O. R. Co.**, 23 I. C. C., 716.

**Ford Mfg. Co. v. I. C. R. Co.**, 25 I. C. C., 432.

**Ford Mfg. Co. v. V. R. Co.**, 25 I. C. C., 715.

**Forest City Freight Bureau v. Ann Arbor R. R. Co.**, 13 I. C. C., 109.

**Forest City Freight Bureau v. Ann Arbor R. R. Co.**, 13 I. C. C., 118.

**Forest City Freight Bureau v. Ann Arbor R. R. Co.** (1376), 14 I. C. C., 636.

**Forest City Freight Bureau v. Ann Arbor R. R. Co. et al.**, 18 I. C. C., 205.

*Cited:* Investigation and Suspension Docket 76, 25 I. C. C., 475.

Classification is not an exact science; nor may the rating accorded a particular article be determined alone by the yardstick, the scales, and the dollar. The volume and desirability of the traffic, the hazard of carriage, and the possibility or probability of misrepresentation of the article are considerations of prime importance in classification.

*Cited:* Capital Electric Co. v. B. & O. C. T. R. R. Co., 26 I. C. C., 474.

It appearing that the volume of tonnage of the finished article is very much less than that of the ordinary untreated pipe, which fact is to be considered in determining relation of rates as between the two.

**Forest City Freight Bureau v. Ann Arbor R. R. Co. et al.**, 18 I. C. C., 610.

**Forest City Freight Bureau v. Atchison, Topeka & Santa Fe Ry. Co.**, 13 I. C. C., 295.

*Cited:* Pacific Stationery & Ptg. Co. v. O.-W. R. R. & Nav. Co., 24 I. C. C., 300.

*Cited:* Investigation and suspension Docket No. 76, 25 I. C. C., 531.

*Cited:* Pacific Stationery & Ptg. Co. v. O.-W. R. R. & N. Co., 26 I. C. C., 372.

The classification on multigraph machines reduced from two to one and one-half times, first class.

**Forester Hall Box Co. v. St. Louis & San Francisco R. R.** (1396), 13 I. C. C., 684.

**Forester Lumber Co. v. S. Ry. Co.** (U. R. A-610), 30 I. C. C., 724.

**Forestry, Agriculture & Immigration State Board et al. v. Kentucky & Indiana Bridge & R. R. Co. et al.**, 18 I. C. C., 612.

**Form & Contents of Rate Schedules, Re, 6 I. C. C., 267.**

*Quoted:* N. Y., N. H. & H. R. Co. v. Platt, 7 I. C. C., 330.

"Such tariffs necessarily imply an agreement between two or more carriers by virtue of which they offered their united service at the rates named therein. They must have entered into contract relations with each other, by express stipulation or mutual understanding, which impose upon the several parties thereto the obligation to accept, for the transportation proposed by them, the aggregate charge stated in their advertised schedules. If one carrier files a tariff purporting to establish joint rates with other carriers when no agreement therefore, express or implied, exists between them, such carrier transcends its authority, misrepresents the facts, and misleads the public.

**Forster Brothers Co. v. Duluth, South Shore & Atlantic Ry. Co., 14 I. C. C., 232.****Fort, Allen, v. Cincinnati, New Orleans & Texas Pacific Ry. Co., 5 I. C. C., 324.**

See R. R. Com. of Ga. v. Clyde S. S. Co.

**Fort, Allen, v. Clyde Steamship Co., 5 I. C. C., 324, 326.**

See R. R. Com. of Ga. v. Clyde S. S. Co.

**Fort, Allen, v. Louisville & Nashville R. R. Co., 5 I. C. C., 326.**

See R. R. Com. of Ga. v. Clyde S. S. Co.

**Fort, Allen, v. Ocean Steamship Co., 5 I. C. C., 324.**

See R. R. Com. of Ga. v. Clyde S. S. Co.

**Fort, Allen, v. S. C. Ry. Co., 5 I. C. C., 325.**

See R. R. Com. of Ga. v. Clyde S. S. Co.

**Fort, Allen, v. Western & Atlantic R. R. Co., 5 I. C. C., 325.**

See R. R. Com. of Ga. v. Clyde S. S. Co.

**Fort Dodge Commercial Club of Fort Dodge, Ia., v. Illinois Central R. R. Co. et al., 16 I. C. C., 572.**

*Cited:* Pacific Elevator Co. v. C., M. & St. P. Ry. Co., 17 I. C. C., 374.

A rate on splint coal yielding 5 mills per ton mile held not unreasonable.

*Quoted:* Greater Des Moines Com. v. C., M. & St. P. Ry. Co., 18 I. C. C., 77.

Distance as a factor in rate considerations.

*Cited:* Cedar Rapids Com. Club v. C., R. I. & P. Ry. Co., 28 I. C. C., 79.

The complaint in cited case was dismissed but it was intended that any reductions ordered in the Des Moines case which was pending should be reflected throughout the state. This result was not affected, however.

**Fort Dodge Shippers' Asso. v. C. G. W. R. R. Co.,** 28 I. C. C., 76.

**Fort Dodge Shippers' Asso. v. C. G. W. R. R. Co.,** 29 I. C. C., 539.

**Fort Scott Industrial Asso. v. St. L. & S. F. R. R. Co.,** 29 I. C. C., 629.

*Followed:* Springfield Traffic Bu. v. St. L. & S. F. R. R. Co., 29 I. C. C., 606.

In cited case class and commodity rates maintained by the Frisco from St. Louis were found to be neither unreasonable nor unduly prejudicial to Ft. Scott, Kans., as compared with similar rates to Kansas City.

**Fort Scott Sorghum Syrup Co. v. St. Louis & San Francisco R. R. Co.,** 20 I. C., 669.

**Fort Smith & Western R. R., Chandler Cotton Oil Co. v.,** 13 I. C. C., 473.

**Fort Smith & Western R. R. Co., Enid Ice & Fuel Company v.,** 13 I. C. C., 214.

See Haines v. C., R. I. & P. Ry. Co.

**Fort Smith & Western R. R. Co., Fort Smith Wholesale Grocery Co. v.,** 22 I. C. C., 668.

**Fort Smith & Western R. R. Co., Memphis Freight Bureau v.,** 13 I. C. C., 1.

See Memphis Freight Bureau v. Ft. S. & W. R. R. Co.

**Fort Smith & Western R. R. Co., Merchants Freight Bureau of Little Rock for the Southern Cotton Oil Co. v. (5911),** 29 I. C. C., 712.

**Fort Smith & Western R. R. Co., Reynolds-Davis & Co. v.,** 23 I. C. C., 713.

**Fort Smith & Western R. R. Co et al, Tully, W. A. Grain Co. v.,** 16 I. C. C., 28.

**Fort Smith & Western R. R. Co. et al, Tully, W. A. Grain Co. v.,** 17 I. C. C., 606.

**Fort Smith & Western R. R. Co., Weleetka Light & Water Co. v.,** 12 I. C. C., 503.



**Fort Smith, Ark., Board of Improvement, Waterworks District No. 1, v. A., T. & S. F. R. Co.,** 26 I. C. C., 539.

See Board of Improvement, Waterworks District No. 1, Fort Smith, Ark., v. A., T. & S. F. Ry. Co.

**For Smith, Ark., Board of Improvement, Waterworks District No. 1, v. St. L. & S. F. R. Co.,** 26 I. C. C., 541.

**Fort Smith Biscuit Co. v. K. C. S. R. Co.,** 25 I. C. C., 716.

**Fort Smith Couch & Bedding Co. v. P., C., C. & St. L. R. Co. (U. R. A-205),** 27 I. C. C., 721.

**Fort Smith Traffic Bureau v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. (859) (977),** 12 I. C. C., 583, 586.

**Fort Smith Traffic Bureau v. St. Louis & San Francisco R. R. Co. (1311),** 13 I. C. C., 651.

*Cited:* Investigation and Suspension Docket No. 76, 25 I. C. C., 474.

*Cited:* Arkansas Fertilizer Co. v. St. L., I. M. & S. Ry. Co., 25 I. C. C., 647.

A classification cannot be regarded as scientific or a difference in rates well based, which is altogether founded upon a distinction that has no transportation significance. Such a differentiation would lead to an almost endless multiplication of rates, which could find no excuse save the use which might be made of the article transported.

**Fort Smith Wholesale Grocery Co. v. K. C. S. R. Co. (U. R. A-217),** 27 I. C. C., 723.

**Fort Smith Wholesale Grocery Co. v. F. S. & W. R. Co.,** 22 I. C. C., 668.

**Fort Wayne, Cincinnati & Louisville R. R. Co. et al, Vote-Berger Co. v.,** 18 I. C. C., 626.

**Ft. Wayne Rolling Mill Co. v. New York, Chicago & St. Louis R. R. Co.,** 14 I. C. C., 514.

**Fort Worth & Denver City Ry. Co., Bryant Co. v.,** 28 I. C. C., 594.

**Ft. Worth & Denver City Ry. Co., Cattle Raisers' Asso. of Texas v.,** 7 I. C. C., 513.

See Cattle Raisers' Asso. of Texas v. Fort Worth & Denver City Ry. Co.

**Fort Worth & Denver City Ry. Co., Cattle Raisers' Asso. v.,** 11 I. C. C., 296.

See Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

**Fort Worth & Denver City Ry. Co., Lee Broom & Duster Co. v.** (U. R. A-656), 30 I. C. C., 731.

**Fort Worth & Denver City Ry. Co., Nobles Bros. Grocer Co. v.**, 12 I. C. C., 242.

See Nobles Bros. Grocer Co. v. Ft. W. & D. C. Ry. Co.

**Fort Worth & Denver City Ry. Co., Nobles Bros. Grocer Co. v.** (853), 12 I. C. C., 853.

**Fort Worth & New Orleans Ry. Co., Mayor and City Council of Wichita, Kans., v.**, 9 I. C. C., 569.

**Fort Worth & Rio Grande Ry. Co. et al., Browne Grain Co. v.**, 20 I. C. C., 410.

**Fort Worth & Rio Grande Ry. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.

See Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

**Fort Worth & Rio Grande Ry. Co., Kauffman Milling Co. v.**, 4 I. C. C., 417.

See Kauffman Milling Co. v. Missouri Pac. Ry. Co.

**Foster Lumber Co. v. Atchison, Topeka & Santa Fe Ry. Co.**, 15 I. C. C., 56.

*Cited and approved:* Pilant v. A., T. & S. F. Ry. Co., 15 I. C. C., 178, 181.

*Cited:* Harlon Lum. Co. v. A. C. L. R. R. Co., 15 I. C. C., 503.

*Followed:* Foster Lumber Co. v. G., C. & S. F. Ry. Co., 17 I. C. C., 385.

When carriers have, of their own volition, made a reduction in rates, it is not the practice of the Commission to award reparation as a matter of course on all shipments made previous to the reduction.

**Foster Lumber Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 17 I. C. C., 292.

**Foster Lumber Co. v. C. & N.-W. R. Co.**, 26 I. C. C., 722.

**Foster Lumber Co. v. C. & N.-W. Ry. Co.** (U. R. A-426), 29 I. C. C., 720.

**Foster Lumber Co. v. Gulf, Colorado & Santa Fe Ry. Co. et al.**, 17 I. C. C., 385.

**Foster Lumber Co. v. Kansas City Southern Ry. Co. et al.**, 17 I. C. C., 625.

**Foster Lumber Co. v. Missouri Pacific Ry. Co. et al.**, 17 I. C. C., 603.

**Foster Lumber Co. v. Southern Ry. Co.**, 20 I. C. C., 669.

**Fourth Annual Report of the I. C. C.**, 4 I. C. C., 325.

- Fourth Section Applications Nos. 774 and 5301, 28 I. C. C., 235.**
- Fourth Section Applications Nos. 1625 and 1952, 28 I. C. C., 589, 608.**
- Fourth Section Applications Nos. 1118 and 1161, 29 I. C. C., 103.**
- Fourth Section Application 4218, 29 I. C. C., 120.**
- Fourth Section Application, 2103, 29 I. C. C., 524.**
- Fourth Section Applications 8806 and 8807, 29 I. C. C., 550.**
- Fourth Section Application Nos. 1840 and 1862, 29 I. C. C., 600.**
- Fourth Section Application 1898, 29 I. C. C., 600, 629.**
- Fourth Section Application No. 1781, 30 I. C. C., 446.**
- Fourth Section Application No. 639, 30 I. C. C., 621.**
- Fourth Section Applications No. 2176, 30 I. C. C., 621.**
- Fourth Section Violations in the Southeast, 30 I. C. C., 153.**
- Frank Bros. Co. v. Denver & Rio Grande R. R. Co. et al., 20 I. C. C., 658.**
- Franke Grain Co. v. Chicago, Milwaukee & St. Paul Ry. Co. (1507), 14 I. C. C., 637.**
- Franke Grain Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 20 I. C. C., 664.**
- Franke Grain Co. v. I. C. R. Co., 27 I. C. C., 625.**
- Franke Grain Co. v. L. S. & M. S. R. Co., 23 I. C. C., 713.**
- Frankel Display Fixture Co. v. Chicago, Burlington & Quincy R. R. Co. et al., 16 I. C. C., 341.**
- Franklin & Abbeville Ry. Co. v. Browne Grain Co., 26 I. C. C., 714.**
- Franklin, Stiles & Franklin v. Southern Express Co., 21 I. C. C., 88.**
- Frederick & Kempe Co. et al. v. New York, New Haven & Hartford Ry. Co. et al., 18 I. C. C., 481.**
- Frederick Brick Works v. Northern Central Ry. Co., 12 I. C. C., 13.**
- Cited: Evans & Howard Fire Brick Co. v. St. L., I. M. & S. Ry. Co., 25 I. C. C., 148.*
- Cited: Standard Vitrified Brick Co. v. C., B. & Q. R. R. Co., 25 I. C. C., 671.*
- 13½-cent rate for 236 miles found reasonable.
- Fredonia Linseed Oil Works v. Atchison, Topeka & Santa Fe Ry. Co. (998), 13 I. C. C., 681.**

**Freeman, Charles G., v. Atchison, Topeka & Santa Fe R. R. Co.,** 7 I. C. C., 202.

**Freeman Lumber Co. v. St. Louis, Iron Mountain & Southern Ry. Co. et al.,** 19 I. C. C., 348.

*Cited:* Freeman Lumber Co. v. St. L., I. M. & S. Ry. Co., 20 I. C. C., 612. Claim for reparation denied.

*Cited:* Ferguson Sawmill Co. v. St. L., I. M. & S. Ry. Co., 23 I. C. C., 231.

Rates on cypress lumber from Gleason, Ark., a station on the Iron Mountain road north of the Arkansas River and 35 miles northwest of Little Rock, to Kansas City, and other points in that territory, prescribed in cited case, are in accord with rates prescribed in prior report of present case.

**Freeman Lumber Co. v. St. Louis, Iron Mountain & Southern Ry. Co. et al.,** 20 I. C. C., 612.

**Free Transportation, Contracts of Express Co. for Their Men and Material, In re,** 16 I. C. C., 246.

See In re Contracts of Express Companies, Etc.

**Free Transportation of Newspaper Employees on Special Newspaper Trains,** 12 I. C. C., 15.

**Freeo Valley R. R. Co. v. Brinkman,** 24 I. C. C., 709.

**Freight Bills,** 29 I. C. C., 496.

**Freight Bureau of Atlanta v. N., C. & St. L. Ry.,** 29 I. C. C., 476.

**Freight Bureau of Atlanta v. S. Ry. Co.,** 29 I. C. C., 476.

**Freight Bureau of the Cincinnati Chamber of Commerce v. Cincinnati, New Orleans & Texas Pacific Ry. Co.,** 6 I. C. C., 195.

See also Chicago Freight Bureau v. L., N. A. & C. Ry. Co.

Carriers ordered to reduce to a specified amount their rates on manufactured articles from Chicago, Ill., and Cincinnati, Ohio, to southern territory on the ground that such rates are unduly prejudicial as compared with rates on like traffic from the east.

Shinkle, Wilson & Kreis Co. v. Louisville & Nashville R. R. Co.

Not reported.

C. C. S. D. Ohio, W. D. Taft, J.

Temporary restraining order compelling carriers to comply with Commission's order granted. (Senate Hearings, Committee on Interstate Commerce, 1904-5, vol. 5, p. 315.)

Shinkle, Wilson & Kreis Co. v. Louisville & Nashville R. R. Co.

62 Fed., 690. July 30, 1894.

C. C. S. D. Ohio, W. D. Lurton, J.

Temporary injunction compelling carriers to comply with Commission's order until final determination of the case, denied. Temporary restraining order vacated.

Interstate Commerce Commission v. Cincinnati, New Orleans & Texas Pacific Ry. Co.

64 Fed., 981. November 30, 1894.

C. C. S. D. Ohio, W. D. Sage, J.

Temporary restraining order compelling carriers to comply with Commission's order pending determination of the case, denied.

Interstate Commerce Commission v. Cincinnati, New Orleans & Texas Pacific Ry. Co.

76 Fed., 183. October 8, 1896.

C. C. S. D. Ohio, W. D. Sage, J.

Commission's order held to be invalid on the ground that the Commission is without power to fix rates.

Shinkle, Wilson & Kreis Co. v. Louisville & Nashville R. R. Co.

76 Fed., 1007. October 8, 1896.

C. C. S. D. Ohio, W. D. Sage, J.

Commission's order held to be invalid on the ground that the Commission is without power to fix rates.

Interstate Commerce Commission v. Cincinnati, New Orleans & Texas Pacific Ry. Co.

C. C. A. 6th Cir.

The case, undecided, was certified to the Supreme Court.

Interstate Commerce Commission v. Cincinnati, New Orleans & Texas Pacific Ry. Co.

167 U. S., 479. May 24, 1897. Brewer, J.

Commission's order held to be invalid on the ground that the Commission is without power to fix rates.

*Quoted:* Com. Club of Omaha v. Chic., R. I. & P. Ry. Co., 6 I. C. C., 675.

Each locality entitled to reasonable and just rates at the hands of the carriers and to benefit of all its natural advantages.

*Cited:* Receivers' & Shippers' Asso. v. C., N. O. & T. P. Ry. Co., 18 I. C. C., 440.

The Commission ordered certain reductions in certain rates, but courts refused to enforce order on ground the Commission had no

power to fix a future rate. Under Hepburn Act the Commission is given this power and this case is brought to obtain benefit of the former finding.

*Cited:* Atlanta Freight Bu. v. N., C. & St. L. Ry., 29 I. C. C., 477.

The present case seeks a re-establishment of the scale of rates for the numbered classes, Cincinnati to Atlanta, which were approved in cited case.

**Freight Bureau of the Cincinnati Chamber of Commerce v. Cincinnati, N. O. & Tex. Pacific Ry. Co., 7 I. C. C., 180.**

*Cited:* Com. Club of Omaha v. Chic. & N. R. Co., 7 I. C. C., 405.

*Cited:* Norman Lumber Co. v. L. & N. R. R. Co., 22 I. C. C., 247.

The existence of a bridge held to justify a differential between the two sides of a river.

*Cited:* Savannah B. of F. T. v. Charleston & S. R. Co., 7 I. C. C., 474.

Distance is an important element in the making of rates and it has been held that a carrier would not be compelled to disregard distance in order to place two localities upon commercial equality.

*Cited:* R. R. Commissioners of Iowa v. I. C. R. R. Co., 20 I. C. C., 188.

The carriers usually lay the burden upon the traveling and shipping public by adding the bridge tolls to their regular fares and rates, and these additional charges have been recognized as valid by the Commission.

*Quoted:* Norman Lumber Co. v. L. & N. R. R. Co., 29 I. C. C., 570.

"We think the location of Cincinnati upon the north bank of the Ohio River justifies, to some extent, a differential against her as to territory south of that river."

**Freight Bureau of Forest City v. Ann Arbor R. R. Co. et al., 18 I. C. C., 205.**

See Forest City Freight Bu. v. Ann Arbor R. R. Co.

**Freight Bureau of Forest City v. Ann Arbor R. R. Co. et al., 18 I. C. C., 610.**

**Freight Bureau of Indianapolis v. C., C., C. & St. L. R. Co., 23 I. C. C., 195.**

**Freight Bureau of Indianapolis v. C., C., C. & St. L. R. Co., 25 I. C. C., 709.**

**Freight Bureau of Indianapolis v. C., C., C. & St. L. R. Co., 26 I. C. C., 53.**

**Freight Bureau of Little Rock, Ark., v. Missouri Pacific Ry. Co. et al., 21 I. C. C., 573.**

- Freight Bureau of Little Rock, Ark., Merchants v. St. Louis, Iron Mountain & Southern Ry. Co. et al.**, 18 I. C. C., 609.
- Freight Bureau of Little Rock for Mt. Olive Stave Co. v. St. L., I. M. & S. Ry. Co.** (5935), 28 I. C. C., 720.
- Freight Bureau of Macon, Ga., v. C., N. O. & T. P. R. Co.**, 27 I. C. C., 263.
- See Chamber of Commerce, Macon, Ga., v. C., N. O. & T. P. Ry. Co.
- Freight Bureau, Macon, Ga., Chamber of Commerce v. C., N. O. & T. P. Ry. Co.**, 30 I. C. C., 477.
- Freight Bureau of Macon, Ga., v. M., D. & S. R. R. Co.** (5489), 28 I. C. C., 715.
- Freight Bureau of Macon, Ga., v. N. & W. Ry. Co.** (5126), 28 I. C. C., 713.
- Freight Bureau of Memphis v. Adams Express Co.**, 28 I. C. C., 131.
- Freight Bureau of Memphis v. B. & O. R. R. Co.**, 28 I. C. C., 543.
- Freight Bureau of Memphis v. I. C. R. Co.**, 27 I. C. C., 1, 507.
- Freight Bureau of Memphis for Memphis Rice Mill v. I. C. R. R. Co.**, 30 I. C. C., 471.
- Freight Bureau of Memphis v. Kansas City Southern Ry. Co. et al.**, 17 I. C. C., 90.
- Freight Bureau of Memphis v. L. N. & R. Co.**, 26 I. C. C., 402.
- Freight Bureau of Memphis v. Mobile, Jackson & Kansas City R. R. Co. et al.**, 17 I. C. C., 613.
- Freight Bureau of Memphis v. St. Louis & San Francisco R. R. Co. et al.**, 17 I. C. C., 621.
- Freight Bureau of Memphis et al. v. St. Louis & San Francisco R. R. Co. et al.**, 21 I. C. C., 113.
- Freight Bureau of Memphis v. St. L. & S. F. R. Co.**, 22 I. C. C., 548.
- Freight Bureau of Memphis v. St. L., I. M. & S. R. Co.**, 22 I. C. C., 548.
- Freight Bureau of Memphis v. St. Louis Southwestern Ry. Co.**, 18 I. C. C., 67.
- Freight Bureau of Memphis v. St. Louis Southwestern Ry. Co.**, 20 I. C. C., 33.
- Freight Bureau of Memphis v. St. L. S-W. R. Co.**, 22 I. C. C., 537.

- Freight Bureau of Memphis et al. v. Transcontinental Freight Bureau et al.**, 21 I. C. C., 379.
- Freight Bureau of Merchants' & Mfrs.' Asso. of Birmingham v. L. & N. R. R. Co.** (U. R. A-680), 30 I. C. C., 734.
- Freight Bureau of Montgomery v. Louisville & Nashville R. R. Co. et al.**, 17 I. C. C., 521.
- Freight Bureau of Montgomery v. Louisville & Nashville R. R. Co.**, 17 I. C. C., 603.
- Freight Bureau of Texarkana v. St. L., I. M. & S. Ry. Co.**, 28 I. C. C., 569.
- Freight Bureau of Waco et al. v. Houston & Texas Central R. R. Co. et al.**, 19 I. C. C., 22.
- Freight Rates Between Memphis and Points in Arkansas**, 11 I. C. C., 180.
- Cited*: **Saunders & Co. v. So. Express Co.**, 18 I. C. C., 421.
- Where a state-made rate is basis of claim of discrimination in interstate rate, such claim will be denied.
- Fremont Commercial Club v. Chicago, Burlington & Quincy R. R. Co. et al.**, 21 I. C. C., 74.
- Fremont, Elkhorn & Mo. Valley R. R. Co., Re.**, 6 I. C. C., 293.
- Fremont, Elkhorn & Mo. Valley R. R. Co., Comm. Club of Omaha v.**, 7 I. C. C., 386.
- See **Commercial Club of Omaha v. C. & N.-W. Ry. Co.**
- Fremont, Elkhorn & Mo. Valley Ry. Co., Johnson, Charles H., v.**, 9 I. C. C., 221.
- French Battery & Carbon Co. v. L. S. & M. S. Ry. Co.** (U. R. A-374), 28 I. C. C., 737.
- French Broad Mfg. Co. v. L. & N. R. Co.**, 23 I. C. C., 717.
- French Paper Co. v. M. C. R. Co.**, 25 I. C. C., 364.
- Fresh Meats from Omaha to Oklahoma**, 28 I. C. C., 454.
- Frey, Chas. F., v. O. W. R. R. & N. Co.**, 24 I. C. C., 721.
- Frick Co. v. C. V. R. R. Co.** (U. R. A-382), 28 I. C. C., 738.
- Frick-Reid Supply Co. v. Atchison, Topeka & Santa Fe Ry. Co.** (1928), 15 I. C. C., 639.
- Frick-Reid Supply Co. v. Missouri Pacific Ry. Co.** (1834), 15 I. C. C., 639.



**Frick-Reid Supply Co. v. St. Louis & San Francisco R. R. Co.** (1629), 14 I. C. C., 640.

**Friedman & Co. v. Atchison, Topeka & Santa Fe Ry. Co.**, 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

**Friend Paper Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.**, 18 I. C. C., 178.

**Friendship Heights, Citizens of, v. W. R. & E. Co.**, 22 I. C. C., 187.

**Frost Prevention Co. v. L. S. & M. S. R. Co.**, 26 I. C. C., 711.

**Fruit and Vegetable Rates between Points in California and Points in Nevada, Arizona and other States**, 30 I. C. C., 56.

**Fruit & Vegetable Shippers' Protective Asso. v. A. C. L. R. Co.**, 22 I. C. C., 11.

**Fruit Exchange of Arlington Heights et al. v. Southern Pacific Co. et al.**, 19 I. C. C., 148.

See *Arlington Heights Fruit Ex. v. So. Pac. Co.*

**Frye & Bruhn v. Northern Pacific Ry. Co.**, 13 I. C. C., 501.

**Frye & Co. v. N. P. Ry. Co.** (U. R. A-637), 30 I. C. C., 728.

**Fuller & Johnson Manufacturing Co. v. Chicago & Northwestern Ry. Co. et al.**, 20 I. C. C., 661.

**Fuller & Johnson Manufacturing Co. v. Cincinnati, Hamilton & Dayton Ry. Co. et al.**, 20 I. C. C., 667.

**Fuller, W. P. & Co. v. Pittsburg, Chartiers & Youghiogeny Ry. Co. et al.**, 17 I. C. C., 594.

*Cited:* *Ky. Wagon Mfg. Co. v. I. C. R. R. Co.*, 18 I. C. C., 362.

Water competition affecting a rate and requiring its reduction does not argue that former rate was unreasonable.

*Cited:* *City of Spokane v. N. P. Ry. Co.*, 21 I. C. C., 417.

Transcontinental rates are influenced by water competition.

**Fuller, W. P. & Co. v. Southern Pacific Co. et al.**, 18 I. C. C., 202.

**Fuller, George H. Desk Co. v. Southern Pacific Co. et al.**, 17 I. C. C., 609.

**Fuller, George H. Desk Co. v. Southern Pacific Co. et al.**, 17 I. C. C., 610.

**Fuller, George H. Desk Co. v. Southern Pacific Co. et al.**, 17 I. C. C., 611.

- Fullerton Lumber & Shingle Co. v. B., B. & B. C. R. Co.**, 25 I. C. C., 376.
- Fullerton Lumber Co. v. C., B. & Q. R. Co.**, 26 I. C. C., 724.
- Fullerton Lumber Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 621.
- Fullerton Lumber Co. v. C., M. & St. P. R. Co.**, 26 I. C. C., 717.
- Fullerton-Moses Tie Co. v. M. P. Ry. Co.** (U. R. A-661), 30 I. C. C., 732.
- Fullerton-Powell Hardwood Lumber Co. v. M. & N. F. R. R. Co.** (U. R. A-367), 28 I. C. C., 736.
- Fullerton-Powell Hardwood Lumber Co. v. Virginia & Southwestern Ry. Co. et al.**, 20 I. C. C., 86.
- Fulton Lumber Co. v. B. & O. R. R. Co.**, 6 I. C. C., 284.
- Fulton Lumber Co. v. Lake Erie & Western R. R. Co.**, 6 I. C. C., 284.
- Fulton, M. A., v. Chicago, St. Paul, Minn. & Omaha R. R. Co.**, 1 I. C. C., 104.
- Furnace Run Saw Mill & Lumber Co v. Boston & Maine R. R. et al.**, 20 I. C. C., 586.
- Furniture Rates in the Northwest**, 26 I. C. C., 655.

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- Gadow v. C., St. P., M. & O. Ry. Co.**, 29 I. C. C., 457.
- Gager Lime & Mfg. Co. v. N., C. & St. L. R.**, 23 I. C. C., 711, 712.
- Gaines, Wesley J. et al. v. Seaboard Air Line Ry. Co. et al.**, 16 I. C. C., 471.
- Cited*: **Cozart v. So. Ry. Co.**, 16 I. C. C., 230.
- Like accommodations must be furnished all races when same fare is paid without discrimination. It appeared that on high-class trains the separate closets were not marked being found less objectionable.
- Galesburg Grocery Co. v. Chicago, Burlington & Quincy R. R. Co. et al.**, 21 I. C. C., 674.
- Gallatin Lumber Co. v. C., B. & Q. R. Co.** (U. R. A-185), 27 I. C. C., 719.
- Galligher Machinery Co. v. D. & R. G. R. Co.**, 23 I. C. C., 710.
- Gallogly & Firestine v. Cincinnati, Hamilton & Dayton Ry. Co.**, 11 I. C. C., 1.

**Galveston Commercial Asso. v. A., T. & S. F. R. Co.,** 25 I. C. C., 216.

*Cited:* Aransas Pass Channel & Dock Co. v. G., H. & S. A. Ry. Co., 27 I. C. C., 413.

The necessity of through bills of lading in handling of the cotton crop of Texas discussed.

*Quoted:* Anderson-Tully Co. v. M., L. & T. R. R. & S. S. Co., 30 I. C. C., 142.

"We are clearly of the opinion that it is not only the right, but the plain duty of these carriers to devise some method by which the prompt unloading of their equipment will be secured. As servants of the general public they have no right to suffer their cars which are needed in other service to be tied up for long periods in storing this export freight, nor have they the right to permit their terminal facilities to be so congested that freight can not be promptly handled through the port of Galveston. By some proper and reasonable rule and regulation in the nature of a demurrage charge these carriers should secure the release of this equipment."

**Galveston Commercial Asso. v. G., H. & S. A. R. Co.,** 23 I. C. C., 512.

**Galveston Commercial Asso. v. L. V. R. Co.** (5311), 27 I. C. C., 705.

**Galveston, Harrisburg & San Antonio Ry. Co., Aransas Pass Channel & Dock Co. v.,** 27 I. C. C., 403.

**Galveston, Harrisburg & San Antonio Ry. Co. et al., Awbery & Semple v.,** 17 I. C. C., 267.

**Galveston, Harrisburg & San Antonio Ry. Co. et al., Big Cannon Ranch Co. v.,** 20 I. C. C., 523.

**Galveston, Harrisburg & San Antonio Ry. Co., Cattle Raisers' Asso. v.,** 11 I. C. C., 296.

See Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

**Galveston, Harrisburg & San Antonio Ry. Co., Cattle Raisers' Asso. of Texas v.,** 12 I. C. C., 20.

**Galveston, Harrisburg & San Antonio Ry. Co., Chamber of Commerce of Houston, Texas, v.,** 23 I. C. C., 214.

**Galveston, Harrisburg & San Antonio Ry. Co., Darbyshire & Evans v. (4227),** 30 I. C. C., 711.

**Galveston, Harrisburg & San Antonio Ry. Co., Eagle Pass Lumber Co. v.,** 26 I. C. C., 708.

- Galveston, H. & S. A. Ry. Co., Eagle Pass Lumber Co. v.** (U. R. A-199), 27 I. C. C., 721.
- Galveston, Harrisburg & San Antonio Ry. Co., Galveston Commercial Asso. v.**, 23 I. C. C., 512.
- Galveston, Harrisburg & San Antonio Ry. Co., Hearne & De Lesdernier v.**, 22 I. C. C., 670.
- Galveston, Harrisburg & San Antonio Ry. Co. et al., Howard, E. A. & Co. v.**, 18 I. C. C., 308.
- Galveston, Harrisburg & San Antonio Ry. Co. et al., Howard, E. A. & Co. v.**, 19 I. C. C., 615.
- Galveston, Harrisburg & San Antonio Ry. Co. et al., Howard, E. A. & Co. v.**, 19 I. C. C., 616.
- Galveston, Harrisburg & San Antonio Ry. Co., Idaho Wholesale Grocery Co. v.**, 25 I. C. C., 714.
- Galveston, Harrisburg & San Antonio Ry. Co. et al., Miller, Albert & Co. v.**, 19 I. C. C., 613.
- Galveston, Harrisburg & San Antonio Ry. Co., Madera Co. v.** (U. R. A-564), 30 I. C. C., 719.
- Galveston, Harrisburg & San Antonio Ry. Co., New Orleans Board of Trade, Ltd. v.**, 23 I. C. C., 210.
- Galveston, Harrisburg & San Antonio Ry. Co. et al., Pacific Purchasing Co. v.**, 17 I. C. C., 72.
- See *Montague v. A., T. & S. F. Ry. Co.*
- Galveston, Harrisburg & San Antonio Ry. Co., Rennert-Millette Co. v.**, 22 I. C. C., 670.
- Galveston, Houston & Henderson R. R. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.
- See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*
- Galveston, Houston & Henderson R. R. Co., Mayor and City Council of Wichita, Kans. v.**, 9 I. C. C., 534.
- See *Mayor and City Council of Wichita, Kans. v. A., T. & S. F. Ry. Co.*
- Galveston, Houston & Northern Ry. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.
- See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

**Gamble-Robinson Commission Co. v. A. & B. R. Ry. Co.** (U. R. A-395), 28 I. C. C., 740.

**Gamble-Robinson Commission Co. v. A., T. & S. F. R. Co.,** 26 I. C. C., 711.

**Gamble-Robinson Commission Co. v. C. & N.-W. R. Co.,** 26 I. C. C., 724.

**Gamble-Robinson Commission Co. v. Chicago, Burlingtn & Quincy R. R. Co. et al.,** 18 I. C. C., 357.

**Gamble-Robinson Fruit Co. v. C., B. & Q. R. R. Co.** (U. R. A-322), 28 I. C. C., 730.

**Gamble-Robinson Commission Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.,** 17 I. C. C., 625.

**Gamble-Robinson Commission Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.,** 20 I. C. C., 663.

**Gamble-Robinson Commission Co. v. C., M. & St. P. Ry. Co.** (U. R. A-339. A-345), 28 I. C. C., 732, 733.

**Gamble-Robinson Commission Co. v. D. & R. G. R. Co.,** 22 I. C. C., 668.

**Gamble-Robinson Co. v. M. & St. L. R. R. Co.** (6558), 30 I. C. C., 715.

**Gamble-Robinson Commission Co. v. Northern Pacific Ry. Co.,** 14 I. C. C., 523.

*Cited:* Stacy Mercantile Co. v. M., St. P. & S. Ste M. Ry. Co., 18 I. C. C., 551.

Rate of \$1.00 from Nooksack, Wash., to Minneapolis, Minn., was an unlawful discrimination when there was in effect an 80-cent rate from other points similarly situated.

**Gamble-Robinson Fruit Co. et al. v. Northern Pacific Ry. Co. et al.,** 19 I. C. C., 608.

**Gamble-Robinson Commission Co. v. O. S. L. R. Co.,** 24 I. C. C., 721.

**Gamble-Robinson Commission Co. v. St. Louis & San Francisco R. R. Co. et al.,** 19 I. C. C., 114.

**Gamble-Robinson Commission Co. v. St. Louis & San Francisco Co. et al.,** 18 I. C. C., 629.

**Gamble-Robinson Commission Co. v. St. L. & S. F. R. Co.,** 22 I. C. C., 668.

**Gamble-Robinson Commission Co. v. St. L., I. M. & S. R. Co.,** 22 I. C. C., 138.

*Cited:* Willman & Co. v. St. L., I. M. & S. Ry. Co., 22 I. C. C., 406.

State rates not used as a factor in constructing a reasonable interstate rate.

- Gamble & Robinson Fruit Co. v. Northern Pacific Ry. Co. et al.**, 20 I. C. C., 421.
- Gamble-Robinson Fruit Co. v. W. R. Co.**, 24 I. C. C., 704.
- Garden City Grain & Produce Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 21 I. C. C., 674.
- Garden City Sand Co. v. Baltimore & Ohio R. R. Co. et al.**, 21 I. C. C., 659.
- Gardner, G. Clinton, Receiver, v. Thos. J. Reynolds**, 1 I. C. C., 393.
- Gardner & Clark v. Southern Ry. Co.**, 10 I. C. C., 342.
- Gasoline Engines and Windmills**, 29 I. C. C., 643.
- Gauger, John A. & Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 21 I. C. C., 665.
- Gay Coal & Coke Co. v. C., B. & Q. R. Co.**, 23 I. C. C., 471.
- Gay Oil Co. v. M. P. R. Co. (U. R. A-187)**, 27 I. C. C., 719.
- Gayoso Lumber Co. v. G. & S. I. R. R. Co. (U. R. A-666)**, 30 I. C. C., 732.
- Geis & Bichler Boiler & Sheet Iron Works v. Philadelphia & Reading Ry. Co. et al.**, 21 I. C. C., 683.
- Geismar & Heymann v. I. C. R. R. Co. (U. R. A-609)**, 30 I. C. C., 724.
- Gem City Grocery Co. v. U. P. R. Co.**, 25 I. C. C., 711.
- General Chemical Co. v. Maine Steamship Co. et al.**, 18 I. C. C., 622.
- General Chemical Co. v. Norfolk & Western Ry. Co.**, 15 I. C. C., 349.
- Followed*: **Beggs v. Wabash R. R. Co.**, 16 I. C. C., 208.
- Followed*: **Kaye & Carter Lumber Co. v. M. & I. Ry. Co.**, 16 I. C. C., 287.
- Followed*: **Hanna Coal Co. v. N. P. Ry. Co.**, 16 I. C. C., 290.
- Quoted and followed*: **Jobbins v. C. & N.-W. Ry. Co.**, 17 I. C. C., 299.
- Cited*: **Springer v. E. P. & S.-W. R. R. Co.**, 17 I. C. C., 323.
- Cited*: **Noble v. B. & O. R. R. Co.**, 22 I. C. C., 433.
- The tariffs of the defendant provided that in case of grain the minimum should be the marked capacity of the car, but in no case less than 40,000 pounds on all cars of marked capacity up to 80,000; the complainant applied for 40,000-pound car but was furnished a 60,000-pound car—held he should be assessed freight only on 40,000 pounds.
- General Chemical Co. v. Pa. Co. (1904)**, 15 I. C. C., 639.
- General Electric Co. v. N. Y. Central & Hudson River R. R. Co.**, 14 I. C. C., 237.

*Followed:* Solvay Process Co v. D., L. & W. R. Co., 14 I. C. C., 246, 247, 249.

*Cited:* Allowances for Transfer of Sugar, 14 I. C. C., 628.

*Adhered to:* Manufacturers' Ry. Co. v. St. L., I. M. & S. Ry. Co., 21 I. C. C., 304.

*Cited:* Cancellation of Joint Rates C., Z. & G. R. R., 27 I. C. C., 360.

*Cited:* Industrial Railways Case, 29 I. C. C., 228.

In respect of receipt and delivery of carload freight at large industrial plants having an internal trackage system. The complainant with such a plant is not entitled to compensation from carriers for the movement of cars between points in its plants and carriers' interchange tracks.

*Cited:* Merchants' Cotton Press & Storage Co. v. I. C. R. R. Co., 17 I. C. C., 107, 110.

Dissenting opinions.

*Distinguished:* Associated Jobbers of L. A. v. A., T. & S. F. Ry. Co., 18 I. C. C., 313.

*Cited:* Kaul Lumber Co. v. C. of Ga. Ry. Co., 20 I. C. C., 455.

The industrial spurs considered are of a totally different character. They correspond to the railroad tracks leading to the interchange tracks with such industries, and the switching movement given by the carriers without extra charge to such interchange tracks passed unquestioned in former cases.

*Cited:* Imperial Wheel Co. v. St. L., I. M. & S. Ry. Co., 20 I. C. C., 58.

*Cited:* Kaul Lumber Co. v. C. of Ga. Ry. Co., 20 I. C. C., 455.

It is no part of a carrier's duty, either at common law or under the act, to spot cars at the warehouses or factories, or to do more than to set them on the spur track and off their own right of way.

*Distinguished:* Alan Wood, Iron & Steel Co., v. P. R. R. Co., 22 I. C. C., 546.

The industries in cited case were not willing that the carriers should do the switching. An allowance only was sought.

*Cited:* Alan Wood, Iron & Steel Co. v. Pa. R. R. Co., 24 I. C. C., 29.

It is submitted that the cited case does not touch on the illegality of the industrial rule concerning free time for analysis before unloading.

*Cited:* Manufacturers' Ry. Co. v. St. L., I. M. & S. Ry. Co., 28 I. C. C., 120.

The tracks here considered are plant tracks.

**Genesee & Wyoming R. R. Co., Gottron Bros. Co. v., 28 I. C. C., 38.**

See Gottron Bros. Co. v. G. & W. R. R. Co.

**Genesee & Wyoming R. R. Co. et al., International Salt Co. of Illinois v.**  
20 I. C. C., 530.

See *International Salt Co. v. G. & W. R. R. Co.*

**Gentry v. Atchison, Topeka & Santa Fe Ry. Co.,** 13 I. C. C., 171.

*Cited:* *Star Grain & Lumber Co. v. A., T. & S. F. Ry. Co.,* 14 I. C. C., 372.

Record not sufficient to authorize establishment of certain through routes and rates.

**Gentry v. Chicago, Rock Island & Pacific Ry. Co.,** 13 I. C. C., 214.

*Followed:* *A. H. Schowalter & Co. v. C., R. I. & P. Ry. Co.,* 13 I. C. C., 222.

Rates on coal from certain Oklahoma points to Goltry, Okla.

**Gentry v. Chicago, Rock Island & Pacific Ry. Co.,** 13 I. C. C., 257.

**George & Co. v. F. E. C. Ry. Co.,** 28 I. C. C., 274.

**George Tileston Milling Co. v. Northern Pacific Ry. Co.,** 8 I. C. C., 346.

**George's Creek Basin Coal Co. of Allegany County, Maryland, v. B. & O. R. R. Co.,** 14 I. C. C., 127.

*Cited:* *American Coal Co. v. B. & O. R. R. Co.,* 17 I. C. C., 150.

Facts regarding "big-vein" and "small-vein" coal from the George's Creek coal basin, in Allegany County, Maryland.

*Cited:* *Lynch & Read v. B. & O. R. R. Co.,* 18 I. C. C., 47.

Coal water borne inside and outside the Chesapeake and Delaware Capes meets vigorous competition with coals from other districts.

**George's Creek Coal & Iron Co. v. Central R. R. Co. of New Jersey,** 18 I. C. C., 25.

**Georgetown Ry. & Light Co. v. N. & W. R. Co.,** 22 I. C. C., 144.

**Georgia & Alabama Ry. Co., Board of Trade of the City of Dawson, Ga., v.**  
8 I. C. C., 142.

See *Board of Trade of the City of Dawson, Ga., v. Central of Ga. Ry. Co.*

**Georgia & Alabama Ry. Co., Mayor and City Council of Tifton, Ga., v.**  
9 I. C. C., 160.

See *Mayor and Council of Tifton, Ga., v. L. & N. R. R. Co.*



**Georgia & Florida Ry. Co. et al., Terhune, W. E. Lumber Co. v.,** 19 I. C. C., 613.

**Georgia, Carolina & Northern Ry. Co., Wil. Tariff Asso. of Wilmington, N. C., v.,** 9 I. C. C., 118.

See *Wilmington Tariff Asso. v. C. P. & V. R. R. Co.*

**Georgia-Carolina Brick Co. v. Southern Ry. Co. et al.,** 20 I. C. C., 148.

*Cited:* *Simon Cook Co. v. Wabash R. R. Co.,* 21 I. C. C., 564.

The fact that there was, at the time the shipment moved, a lower rate via a competing line is not of itself proof that the rate charged was unreasonable. Nor can the fact that after the shipments were made the defendant reduced its rates to the level of the rate via the competing line be accepted as sufficient ground for an award of reparation.

**Georgia, Florida & Alabama Ry. Co., Chesnutt Lumber Co. v.,** 22 I. C. C., 660.

**Georgia, Florida & Alabama Ry. Co. et al., Douville, E. E., v.,** 20 I. C. C., 669.

**Georgia Fruit Exchange et al. v. Southern Ry. Co. et al.,** 20 I. C. C., 623.

**Georgia Iron Works v. S. G. Ry. Co. (6769),** 30 I. C. C., 716.

**Georgia Northern Ry. Co., Southern Grocery Co. v.,** 12 I. C. C., 229.

See *Southern Grocery Co. v. Ga. Nor. Ry. Co.*

**Georgia Pacific Ry. Co., Chicago Freight Bureau v.,** 6 I. C. C., 195.

See *Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.*

**Georgia Pacific Ry. Co., Freight Bureau of the Chamber of Commerce v.,** 6 I. C. C., 195.

See *Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.*

**Georgia Pacific Ry. Co., Fewell, W. L., v.,** 7 I. C. C., 354.

**Georgia Pacific Ry. Co., R. R. Com. of Ga. v.,** 5 I. C. C., 324, 325, 326, 327.

See *R. R. Com. of Ga. v. Clyde S. S. Co.*

**Georgia Peach Growers' Association v. Atlantic Coast Line R. R. Co.,** 10 I. C. C., 255.

*Cited:* Consolidated Forwarding Co. v. So. P. Co., 10 I. C. C., 621.

It has been very recently held that the peach rate from Georgia to New York City was not unreasonably high.

*Cited:* Waxelbaum & Co. v. Atlantic Coast Line R. Co., 12 I. C. C., 180.

It was agreed in instant case that testimony and facts shown in former case, so far as relevant to questions here involved, be considered herein.

*Cited:* Swift & Co. v. C. & A. R. R. Co., 16 I. C. C., 429.

Tariff provisions limiting refrigeration on carload shipments to 15,000-pound minimum held reasonable.

*Cited:* Georgia Fruit Exchange v. S. Ry. Co., 20 I. C. C., 629.

Matters incident to growing and shipping of peaches discussed.

**Georgia R. R. & Banking Co., Behlmer, H. W., v.,** 6 I. C. C., 257.

**Georgia Railroad & Banking Co., R. R. Com. of Ga. v.,** 5 I. C. C., 324, 325, 326.

See R. R. Com. of Ga. v. Clyde S. S. Co.

**Georgia R. R. Commission v. Atlantic Coast Line R. R. Co. et al.,** 19 I. C. C., 460.

See Morgan Grain Co. v. A. C. L. R. R. Co.

**Georgia R. R. Co. et al., Berckman Bros. v.,** 16 I. C. C., 603.

**Georgia R. R. Co., Board of Trade of Chattanooga, Tenn. v.,** 5 I. C. C., 546.

See Board of Trade of Chattanooga v. E. Tenn., Va. & Ga. Ry. Co.

**Georgia R. R., Chamber of Commerce of Chattanooga v.,** 10 I. C. C., 111.

See Chamber of Commerce of Chattanooga v. Southern Ry. Co.

**Georgia R. R. Co., Chicago Freight Bureau v.,** 6 I. C. C., 195.

See Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.

**Georgia R. R. Co., China & Japan Trading Co., Ltd., v.,** 12 I. C. C., 236.

See China & Japan Trading Co., Ltd., v. Ga. R. R. Co.

**Georgia R. R. Co., Enterprise Manufacturing Co. v.,** 12 I. C. C., 130, 451.

See Enterprise Mfg. Co. v. Ga. R. R. Co.

**Ga. R. R. Co., Freight Bureau of the Cincinnati Chamber of Commerce v.,** 6 I. C. C., 195.

See *Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.*

**Georgia R. R. Co., Georgia Rough & Cut Stone Co. v.,** 13 I. C. C., 401.

**Georgia R. R. Co., Wm. H. Heard v.,** 1 I. C. C., 428.

See *Heard v. Georgia R. R. Co.*

**Georgia R. R. Co., William H. Heard v.,** 3 I. C. C., 111.

**Georgia R. R. Co., James & Mayer Buggy Co. v.,** 4 I. C. C., 744.

See *James & Mayer Buggy Co. v. C., N. O. & T. P. Ry. Co.*

**Georgia R. R., T. M. Kehoe v.,** 11 I. C. C., 172.

**Georgia R. R. et al., Lesser, Simon, v.,** 18 I. C. C., 478.

**Georgia R. R. Co., R. R. Com. of Ga. v.,** 5 I. C. C., 324, 325, 326.

See *R. R. Com. of Ga. v. Clyde S. S. Co.*

**Georgia R. R. Co., Rice v.,** 14 I. C. C., 75.

**Georgia R. R., Riverside Mills v. (1622),** 14 I. C. C., 640.

**Georgia R. R. et al., Riverside Mills v.,** 20 I. C. C., 423.

See *Riverside Mills v. G. R. R. Co.*

**Georgia R. R., Riverside Mills v.,** 25 I. C. C., 434.

**Georgia R. R. Co., Wil. Tariff Asso. of Wilmington, N. C., v.,** 9 I. C. C., 118.

See *Wilmington Tariff Asso. v. C., P. & V. R. R. Co.*

**Georgia Rough & Cut Stone Co. v. Georgia R. R. Co.,** 13 I. C. C., 401.

**Georgia Southern & Florida Ry. Co.,** 13 I. C. C., 134.

**Georgia Southern & Florida Ry. Co., Baxter, G. S. & Co. v.,** 21 I. C. C., 647.

**Georgia Southern & Florida Ry. Co., Baxter & Co. v. (4323),** 29 I. C. C., 710.

**Georgia Southern & Fla. Ry. Co., Board of Trade of the City of Hampton, Fla., v.,** 8 I. C. C., 503.

See *Board of Trade of the City of Hampton, Fla. v. Nashville, Chattanooga & St. Louis Ry. Co.*

**Georgia Southern & Florida Ry. Co., Chamber of Commerce of Ashburn v.**  
23 I. C. C., 140.

See Chamber of Commerce of Ashburn v. G. S. & F. Ry. Co.

**Georgia Southern & Fla. R. R. Co., S. J. Hill & Bro. v.,** 6 I. C. C., 343.

**Georgia Southern & Fla. Ry. Co., Logan Concrete & Engineering Co. v.**  
(U. R. A-624), 30 I. C. C., 726.

**Georgia Southern & Florida Ry. Co., Mayor and Council of Tifton, Ga., v.,**  
9 I. C. C., 160.

See Mayor and Council of Tifton, Ga., v. L. & N. R. R. Co.

**Georgia Southern & Florida Ry. Co., Mayor and Council of Vienna, Ga., v.,**  
28 I. C. C., 173.

See Mayor and Council of Vienna, Ga., v. G. S. & F. Ry. Co.

**Georgia Southern & Fla. Ry. Co., Tift, H. H., v.,** 10 I. C. C., 548.

See Tift v. Southern Ry. Co.

**Georgian Co. v. C. of G. Ry. Co.,** 28 I. C. C., 186.

**Gerke Brewing Co. v. Louisville & Nashville R. R. Co.,** 5 I. C. C., 596.

On beer from Cincinnati, Ohio, defendant carriers ordered to discontinue their practice of charging a higher rate for the shorter haul to Middlesborough, Ky., than for the longer haul to Lynchburg, Va. It was held that the higher rate to Middlesborough constitutes a violation of section 4.

Interstate Commerce Commission v. Louisville & Nashville R. R. Co.  
C. C. S. D. Ohio.

Suit by Commission to enforce obedience to its order discontinued on account of adverse decisions of the Supreme Court in other cases involving section 4. (Senate Hearings, Committee on Interstate Commerce, 1904-5, vol. 5, p. 330.)

*Cited:* H. W. Behlmer v. Memphis & Charleston R. Co., 6 I. C. C. 263, 264.

Fourth section construed. The competition of markets or of carriers subject to the regulations of the Act does not justify them in making greater short haul or lower long haul charges over the same line without an order issued by the Commission on application therefor and after investigation.

**German Kali Works, Inc., v. A., T. & S. F. Ry. Co.,** 28 I. C. C., 223.

**Germain Co. v. Atlanta, Birmingham & Atlantic R. R. Co. et al.**, 20 I. C. C., 661.

**Germain Co. v. A. C. L. R. Co.**, 24 I. C. C., 711.

**Germain Co. v. C. & N.-W. Ry. Co.**, 18 I. C. C., 241.

**Germain Co. v. New Orleans & Northeastern R. R. Co. et al.**, 17 I. C. C., 22.

*Cited:* U. S. v. D. & R. G. R. R. Co., 18 I. C. C., 9.

Demurrage does not ordinarily accrue except upon delivery of cars at the point specified in the bill of lading and where charges are imposed for detention of cars at a point other than that so specified there must be definite tariff authority.

**Germain Co. v. Philadelphia, Baltimore & Washington R. R. Co. et al.**, 18 I. C. C., 96.

**Gibbs, Hancock & Trinkle v. Merchants' & Miners' Transportation Co.**, 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

**Gibbs, Hancock & Trinkle v. Old Dominion Steamship Co.**, 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg v. Old Dominion S. S. Co.

**Gibson Fruit Co. v. Chicago & Northwestern Ry. Co. et al.**, 21 I. C. C., 644.

**Gifford Co. v. C., R. I. & P. Ry. Co.** (U. R. A-129), 27 I. C. C., 711.

**Gifford, George Co. v. I. C. R. Co.**, 26 I. C. C., 715.

**Gila Valley, Globe & Northern Ry. Co., Momsen & Co. v.**, 14 I. C. C., 614.

**Gila Valley, Globe & Northern Ry. Co. et al., Pabst Brewing Co. v.**, 17 I. C. C., 631.

**Gilbert, B. F., v. C. & E. I. R. Co.**, 24 I. C. C., 716.

**Gilchrist v. C., B. & Q. R. R. Co.** (4455), 30 I. C. C., 711.

**Gilchrist, Henry M., v. Lake Erie & Western R. R. Co. et al.**, 16 I. C. C., 318.

**Gile, H. S. & Co. v. S. P. Co.**, 22 I. C. C., 298.

**Gill, J. K. Co. v. O. R. & N. Co.**, 22 I. C. C., 442.

**Gill, J. K. Co. v. O.-W. R. R. & N. Co.** (U. R. A-211), 27 I. C. C., 722.

**Gill Co. v. O.-W. R. R. & N. Co.** (U. R. A-444), 29 I. C. C., 723.

**Gilliam & Co. v. Merchants' & Miners' Transportation Co.**, 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

**Gilliam & Co. v. Old Dominion Steamship Co.**, 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

**Gillis, B. L. & Sons v. P., B. & W. R. Co.**, 26 I. C. C., 61.

**Gilmer Consolidated Coal Co. v. C. & C. Ry. Co.**, 30 I. C. C., 531.

**Gilmore & Pittsburgh R. R. Co., Dant & Russell (Inc.), v.** (U. R. A-436), 29 I. C. C., 722.

**Gilmore, Thomas W. & Co. v. C. & N.-W. R. Co.**, 25 I. C. C., 403.

*Cited*: Chicago Switching Charges, 28 I. C. C., 677.

*Cited*: Hammerschmidt & Franzen Co. v. C. & N.-W. Ry. Co., 30 I. C. C., 82.

The rates to Rose Hill, Ill., on bituminous coal of 20 cents per net ton, and on anthracite of 10 cents per net ton in excess of charges for similar transportation to Ravenswood, Ill., a point 1½ miles south of Rose Hill and nearer Chicago, were held in cited case to be unjustly discriminatory against Rose Hill and that a proper spread between said points should not exceed 5 cents per ton.

**Gisholt Machine Co. v. C. & N.-W. Ry. Co.** (U. R. A-391), 28 I. C. C., 740.

**Gisholt Machine Co. v. C. & N.-W. Ry. Co.** (U. R. A-618), 30 I. C. C., 726.

**Gisholt Machine Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al.**, 20 I. C. C., 663.

**Gist v. Chicago, Rock Island & Pacific Ry. Co.**, 13 I. C. C., 214.

**Glade Coal Co. v. B. & O. R. R. Co.**, 10 I. C. C., 226.

*Distinguished*: Thompson v. Penn. R. Co., 10 I. C. C., 647.

Not called on to decide, whether without a rule, carriers may in an emergency like that of the great coal strike and subsequent car famine discriminate between competing individuals—here defendant established a rule for the emergency which, justly refused, was calculated to hasten the movement of coal and relieve the distress of a burdened public.

*Cited*: Rogers & Co. v. Philadelphia & Reading Ry. Co., 12 I. C. C., 310.

*Cited*: Joynes v. Pa. R. R. Co., 17 I. C. C., 372.

Reparation has repeatedly been given for damage resulting from discrimination in the furnishing of cars to shippers.

- Glavin v. American Express Co.** (U. R. A-328), 28 I. C. C., 731.
- Glavin Grain Co. v. Chicago & Northwestern Ry. Co. et al.**, 18 I. C. C., 241.
- Gleason Mercantile Co. v. C., B. & Q. R. Co.**, 23 I. C. C., 710.
- Glencoe Lime & Cement Co. v. Missouri Pacific Ry. Co. et al.**, 21 I. C. C., 664.
- Globe Coal Co. v. N. Y. C. & St. L. R. R. Co.**, 25 I. C. C., 710.
- Globe Elevator Co. v. W. R. Co.**, 25 I. C. C., 210.
- Globe Milling Co. v. C., M. & St. P. R. Co.**, 24 I. C. C., 594.

*Cited:* Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 317.

Where shipments are rebilled reparation may be granted upon a finding of unreasonableness of rate to rebilling point. The through charge is not under consideration and the carriers beyond are not necessary parties.

- Globe-Wernicke Co. v. B. & O. Southwestern R. R. Co.**, 11 I. C. C., 156.
- Goddard, Joseph A. Co. v. Chicago & Northwestern Ry. Co. et al.**, 17 I. C. C., 627.
- Goddard, Jos. A. Co. v. Chicago & Northwestern Ry. Co. et al.**, 18 I. C. C., 629.
- Goddard, Joseph A. Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al.**, 16 I. C. C., 298.
- Godfrey & Son v. Graham & Morton Trans. Co.** (4000), 28 I. C. C., 711.
- Godfrey, C. H. & Son v. Texas, Arkansas & La. Ry. Co.**, 15 I. C. C., 65.
- Godfrey, F. R. & Sons Co. v. N. Y. C. & H. R. R. Co.**, 22 I. C. C., 667.
- Godwin, F. M., v. Louisville & Nashville R. R. Co.**, 8 I. C. C., 377.

See Savannah Bureau of Freight & Trans. v. Louisville & Nashville R. R. Co.

- Goedde & Co. v. St. Louis, Iron Mountain & Southern Ry. Co. et al.**, 20 I. C. C., 655.
- Goerres, Philip Cooperage Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 21 I. C. C., 5.
- Goff-Kirby Coal Co. v. Bessemer & Lake Erie R. R. Co.**, 13 I. C. C., 383.
- Cited:* Goff-Kirby Coal Co. v. B. & L. E. R. R. Co., 15 I. C. C., 553.
- Compromise agreement as to reparation based on former decision approved.

*Distinguished:* North Fork Cannel Coal Co. v. A. A. R. R. Co., 25 I. C. C., 244.

The cited case held that cannel coal properly might take a higher rate than bituminous, but that in the absence of cannel coal rates defendants would have to apply their bituminous rates. There is nothing in such a holding that controls in a case where it is sought to require cannel and bituminous coal to take the same rate.

**Goff-Kirby Coal Co. v. Bessemer & Lake Erie R. R. Co.**, 15 I. C. C., 553.

**Goldberg-Bowen & Co. v. Wabash R. R. Co. et al.**, 17 I. C. C., 503.

**Goldenberg, Charles, v. Clyde Steamship Co.**, 20 I. C. C., 527.

*Cited:* Hampton Mfg. Co. v. O. D. S. S. Co., 27 I. C. C., 668.

Where a transportation service has been rendered for which there was no tariff authority, the Commission has jurisdiction to determine what was a reasonable charge for the service, and, if the carrier has collected from the shipper more than such reasonable charge, to order repayment of the excess.

**Goldfield Consolidated Milling & Transportation Co. v. A., T. & S. F. R. Co.**, 26 I. C. C., 567.

**Goldfield Cons. Milling & Transp. Co. v. A., T. & S. F. Ry. Co.** (U. R. A-555, A-644), 30 I. C. C., 718, 729.

**Goldfield Consolidated Milling & Transportation Co. v. C. & E. R. Co.**, 26 I. C. C., 605.

**Goldfield Consolidated Milling & Transportation Co. v. S. P. Co.** (U. R. A-266), 28 I. C. C., 723.

**Goldfield Consolidated Mines Co. v. A., T. & S. F. Ry. Co.** (4419), 29 I. C. C., 710.

**Goldfield Consolidated Mines Co. v. M. P. Ry. Co.** (U. R. A-381), 28 I. C. C., 738.

**Goldfield Consolidated Mines Co. v. N. Y., N. H. & H. R. Co.** (U. R. A-126), 27 I. C. C., 710.

**Goldfield Consolidated Mines Co. v. P. Co.** (U. R. A-386), 28 I. C. C., 739.

**Goldfield Consolidated Mines Co. v. S. P. Co.**, 23 I. C. C., 718.

**Goldfield Consolidated Mines Co. v. S. P., L. A. & S. L. R. R. Co.** (U. R. A-379), 28 I. C. C., 737.

**Goldfield Consolidated Mines Co. v. S. P. Co.** (U. R. A-266, A-292), 28 I. C. C., 723.



- Golding Sons Co. v. Philadelphia & Reading Ry. Co. et al**, 20 I. C. C., 657.
- Golding Sons Co. v. Philadelphia & Reading Ry. Co. et al**, 21 I. C. C., 680.
- Gooch, L. C. Lumber Co. v. L. & N. R. Co.**, 22 I. C. C., 672.
- Goodhue v. Chicago Great Western Ry. Co.**, 11 I. C. C., 683.
- Goodkind Bros. v. Chicago, Indianapolis & Louisville Ry. Co. et al**, 21 I. C. C., 17.
- Goodman Manufacturing Co. v. Chicago, Burlington & Quincy Ry. Co. et al**, 21 I. C. C., 583.
- Goodman Mfg. Co. v. P. R. Co.**, 23 I. C. C., 715.
- Goodman Mfg. Co. v. P. R. Co.**, 26 I. C. C., 423.
- Goodman Manufacturing Co. v. Philadelphia, Baltimore & Washington R. R. Co. et al**, 20 I. C. C., 672.
- Goodman Manufacturing Co. v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al**, 21 I. C. C., 95.
- Goodman Produce Co. v. Morgan's La. & Texas R. R. & Steamship Co.**, 15 I. C. C., 185.
- Goodrich Transit Co. Brunswick-Balke-Collender Co. v.**, 26 I. C. C., 722.
- Goodrich Transit Co. et al, Crosby & Meyers v.**, 17 I. C. C., 175.
- Goodrich Transit Co. et al, Rudgear-Merle Co. v.**, 19 I. C. C., 616.
- Gordon & Ferguson v. C., St. P., M. & O. R. Co.**, 25 I. C. C., 715.
- Gorman, E. J., v. Chesapeake & Ohio Ry. Co.**, 21 I. C. C., 613.
- Gottron Bros. Co. v. Genesee & Wyoming R. R. Co.**, 28 I. C. C., 38.
- Cited: Swift & Co. v. P. R. R. Co.*, 29 I. C. C., 465, 466, 467.
- The normal rate on salt of 14 cents from New York producing points to Chicago when scaled back under the percentage system to points in central freight association territory, does not result in discriminatory rates or rates that are unreasonable.
- Gough, Richard & Co. v. Illinois Central R. R. Co.**, 15 I. C. C., 280.
- Graham v. S. Ry. Co. (4667)**, 29 I. C. C., 710.
- Graham & Co. v. S. I. R. Co. (U. R. A-256)**, 27 I. C. C., 729.
- Graham & Morton Transportation Co. et al, Barret Manufacturing Co. v.**, 16 I. C. C., 399.
- Graham & Morton Transportation Co., Godfrey & Son v. (4000)**, 28 I. C. C., 711.

**Graham, G. L. & Co. v. Chicago, Burlington & Quincy R. R. Co.**, 20 I. C. C., 670.

**Graham Paper Co. v. Chicago & Northwestern Ry. Co. et al.**, 20 I. C. C., 656.

**Grain and Grain Products, Proportional Rates on**, 30 I. C. C., 16.

**Grain and Grain Products to Texarkana, Ark.**, 29 I. C. C., 351.

**Grain Elevation Allowances at St. Louis, Mo., and East St. Louis, Ill.**, 30 I. C. C., 696.

**Grain Exchange of Omaha v. Chicago & Northwestern Ry. Co. et al.**, 19 I. C. C., 424.

**Grain Exchange of Omaha v. C., M. & St. P. R. Co.**, 24 I. C. C., 122.

**Grain Rates in C. F. A. Territory**, 28 I. C. C., 549.

See *In re Advances, Grain Rates in C. F. A. Territory.*

**Grain Rates from Iowa**, 28 I. C. C., 354.

**Grain Rates from Oklahoma**, 28 I. C. C., 462.

**Grain Rates to Pittsburgh, Pa.**, 30 I. C. C., 382.

**Grain Rates from Omaha to Wisconsin**, 28 I. C. C., 602.

**Grain Shippers' Asso. of Northwest Iowa v. Illinois Central R. R. Co.**, 8 I. C. C., 158.

*Quoted:* **Morse Produce Co. v. C., M. & St. P. Ry. Co.**, 15 I. C. C., 339.

In order to grant such reparation it must be found that the rate was unreasonable at the time it was paid. This can hardly be done. These rates are not an advance over previous rates. Upon contrary, the present tariffs are a substantial reduction from those in force before 1896. There is nothing unconscionable about the rates. The carrier may very well be sincere in their professed belief that the present tariffs are not too high. \* \* \* We should hardly be warranted upon this record in holding that this 19-cent corn rate was unreasonable when put into effect November 2, 1896, and in determining when, under changing conditions, it became unreasonable, we are satisfied that it will be fairer to all parties to apply the proposed reduction to the future only. The claims for reparation denied.

**Grand Junction Chamber of Commerce v. D. & R. G. R. Co.**, 23 I. C. C., 115.

See *Chamber of Commerce of Grand Junction v. D. & R. G. R. Co.*

**Grand Junction Mining & Fuel Co. et al. v. Colorado Midland Ry. Co. et al.**, 16 I. C. C., 452.

*Cited*: Consolidated Fuel Co. v. A., T. & S. F. Ry. Co., 24 I. C. C., 215.

Shown in cited case that the output from the Rock Springs and Kammerer fields moves to Pocatello for points beyond largely in solid trainloads.

*Cited*: Norris v. St. L. & S. F. R. Co., 25 I. C. C., 423.

The Commission can not indulge in speculation as to motives which actuate carriers in fixing an adjustment of freight rates as between various points of origin.

**Grand Lake Co. v. M. C. R. R. Co.** (U. R. A-573), 30 I. C. C., 720.

**Grand Rapids & Indiana Ry. Co. et al., Acme Cement Plaster Co. v.**, 17 I. C. C., 624.

**Grand Rapids & Indiana Ry. Co., Flint & Walling Manufacturing Co. v.**, 14 I. C. C., 520.

**Grand Rapids & Indiana Ry. Co., Lindsay Bros. v.**, 15 I. C. C., 182.

**Grand Rapids & Indiana Ry. Co. et al., Lindsay Bros. v.**, 16 I. C. C., 440.

**Grand Rapids & Indiana Ry. Co., Lindsay Bros. v.**, 22 I. C. C., 666.

**Grand Rapids & Ind. Ry. Co., Lindsay Bros. v.** (U. R. A-326), 28 I. C. C., 731.

**Grand Rapids & Indiana Ry. Co., Michigan Buggy Co. v.**, 15 I. C. C., 297.

**Grand Rapids & Indiana Ry. Co., Miller & Co. v.**, 22 I. C. C., 669.

**Grand Rapids & Indiana Ry. Co., National Hay Asso. v.**, 9 I. C. C., 264.

**Grand Rapids & Indiana R. R. Co., N. Y. Produce Ex. v.**, 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

**Grand Rapids & Indiana Ry. Co. et al., Stephens Grocery Co. v.**, 18 I. C. C., 147.

**Grand Rapids & Indiana Ry. Co. et al., Wells-Higman Co. v.**, 16 I. C. C., 339.

**Grand Rapids & Indiana Ry. Co. et al., Wells-Higman Co. v.**, 17 I. C. C., 622.

**Grand Rapids & Indiana Ry. Co. et al., Wells-Higman Co. v.**, 19 I. C. C., 487.

**Grand Rapids & Indiana Ry. Co. et al., Wells-Higman Co. v.**, 22 I. C. C., 671.

**Grand Rapids & Indiana Ry. Co., Wolverine Brass Works v.**, 26 I. C. C., 716.

**Grand Rapids Plaster Co. v. Pere Marquette R. R. Co.**, 14 I. C. C., 571.

**Grand Rapids Plaster Co. v. Pere Marquette R. R. Co.**, 15 I. C. C., 68.

**Grand Trunk Ry. Co. of Canada, Board of Trade of Troy, Ala., v.**, 6 I. C. C., 1.

See Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.

**Grand Trunk Ry. of Canada, Detroit Board of Trade v.**, 2 I. C. C., 315.

See Detroit Board of Trade v. Grand Trunk Ry. of Can.

**Grand Trunk Ry. Co., Harvard Co. v.**, 4 I. C. C., 212.

See Harvard Co. v. Penn. Co.

**Grand Trunk Ry. Co. of Canada, Investigation of the Acts and Doings of in the Transportation of Traffic from the U. S. into Canada**, 3 I. C. C., 89.

**Grand Trunk Ry. Co. of Canada, Kellogg Food Co. v.**, 26 I. C. C., 611.

**Grand Trunk Ry. Co. of Canada, McLaughlin Motor Car Co. v.**, 26 I. C. C., 315.

**Grand Trunk Ry. Co. of Canada, McMorran, Henry, & Edmund B. Harrington v.**, 3 I. C. C., 252.

See McMorran, Etc., v. Grand Trunk Ry. Co. of Can.

**Grand Trunk Ry. Co. of Canada, National Hay Asso. v.**, 9 I. C. C., 264.

**Grand Trunk Ry. Co. of Canada, N. Y. Board of Trade & Transportation v.**, 4 I. C. C., 447.

See N. Y. Board of Trade, Etc., v. Penn. R. R. Co.

**Grand Trunk Ry. Co., N. Y. Produce Ex. v.**, 7 I. C. C., 612.

See N. Y. Produce Exchange v. B. & O. R. R. Co.

**Grand Trunk Ry. Co. of Canada et al., Richmond, E. L. Co. v.**, 18 I. C. C., 623.

**Grand Trunk Ry. Co. et al., Saginaw Board of Trade et al. v.**, 17 I. C. C., 128.

See Saginaw Board of Trade v. G. T. Ry. Co.

**Grand Trunk Ry. Co. of Canada, Warner, H. H., v.,** 4 I. C. C., 32.

See *Warner v. N. Y. C. & H. R. R. R. Co.*

**Grand Trunk Ry. System, Globe-Wernicke Co. v.,** 11 I. C. C., 156.

**Grand Trunk Western Ry. Co. et al., Brunswick-Balke-Collender Co. v.,**  
20 I. C. C., 668.

**Grand Trunk Western Ry. Co., Chamber of Commerce of Milwaukee v.,**  
26 I. C. C., 711.

**Grand Trunk Western Ry. Co., Dewey & Co. v. (5541),** 29 I. C. C., 711.

**Grand Trunk Western Ry. Co., Dudley Lumber Co. v.,** 24 I. C. C., 711.

**Grand Trunk Western Ry. Co. et al., Isbell-Brown Co. v.,** 19 I. C. C., 610.

**Grand Trunk Western Ry. Co., Michigan Seating Co. v.,** 29 I. C. C., 123.

**Grand Trunk Western Ry. Co., Miller & Co. v. (U. R. A-417),** 29 I. C.  
C., 719.

**Grand Trunk Western Ry. Co., Milwaukee Maltsters Traffic Asso. v.,** 28 I.  
C. C., 489.

**Grand Trunk Western R. R. Co., Muller & Co. v.,** 22 I. C. C., 657.

**Grand Trunk Western Ry. Co., Muller & Co. v. (U. R. A-535),** 29 I. C.  
C., 735.

**Grand Trunk Western Ry. Co., Noble v.,** 20 I. C. C., 70.

**Grand Trunk Western Ry. Co., People's Fuel & Supply Co. v.,** 27 I. C.  
C., 24.

See *People's Fuel & Supply Co. v. G. T. W. Ry. Co.*

**Grand Trunk Western Ry. Co., People's Fuel & Supply Co. v.,** 30 I. C.  
C., 657.

**Grand Trunk Western Ry. Co., Phillips, A. J. Co. v.,** 11 I. C. C., 659.

**Grand Trunk Western Ry. Co., Phillips Co. v.,** 23 I. C. C., 718.

**Grand Trunk Western Ry. Co. et al., Pleasant Hill Lumber Co. v.,** 16 I. C.  
C., 335.

**Grand Trunk Western Co., Sheldon v.,** 24 I. C. C., 722.

**Grant, M. R., v. Alabama & Vicksburg Ry. Co. et al.,** 17 I. C. C., 605.

**Grant, M. R., v. Alabama Great Southern R. R. Co. et al.,** 17 I. C. C., 605.

**Grant, M. R., v. Gulf & Ship Island R. R. Co. et al.,** 17 I. C. C., 604.

**Grant, M. R., v. New Orleans & Northeastern R. R. Co. et al.**, 17 I. C. C., 605.

**Grasselli Chemical Co. v. B. & O. R. Co.** (U. R. A-131), 27 I. C. C., 711.

**Gray-Bryan Coal Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 12 I. C. C., 492.

**Gray-Bryan Coal Co. v. Missouri Pacific Ry. Co.** (938), 12 I. C. C., 586.

**Great Falls & Old Dominion R. R. Co., Boyle, Walter F., v.**, 20 I. C. C., 232.

See *Boyle v. G. F. & O. D. R. R. Co.*

**Great Northern Express Co., Board of R. R. Com'rs of Montana v.** (5199), 28 I. C. C., 714.

**Great Northern Express Co., Brackett Co. v.**, 29 I. C. C., 667.

**Great Northern Express Co., Bridgeman-Russell Co. v.**, 22 I. C. C., 573.

**Great Northern Express Co., Sundberg v.**, 24 I. C. C., 380.

See *In re Express Rates.*

**Great Northern Express Co., Sundberg v.**, 28 I. C. C., 131.

**Great Northern Ry. Co., Alaska Lumber Co. v.**, 23 I. C. C., 714.

**Great Northern Ry. Co., Anaconda Copper Mining Co. v.**, 22 I. C. C., 658.

**Great Northern Ry. Co. et al., Astoria Chamber of Commerce v.**, 17 I. C. C., 406.

**Great Northern Ry. Co., Black v.**, 23 I. C. C., 402.

**Great Northern Ry. Co., Board of R. R. Com'rs of Montana v.** (U. R. A-124), 27 I. C. C., 710.

**Great Northern Ry. Co., Burlington Commission Co. v.**, 24 I. C. C., 705.

**Great Northern Ry. Co., Business Men's League of St. Louis v.**, 9 I. C. C., 318.

See *Business Men's League of St. Louis v. A., T. & S. F. Ry. Co.*

**Great Northern Ry. Co., Cambria Steel Co. v.**, 12 I. C. C., 466.

**Great Northern Ry. Co., Chamber of Commerce of Minneapolis, Minn., v.** 5 I. C. C., 571.

See *Chamber of Commerce, Minneapolis, v. Gt. No. Ry. Co.*

**Great Northern Ry. Co., Colburn Mercantile Co. v.** (U. R. A-181), 27 I. C. C., 718.

- Great Northern Ry. Co., Crane-Johnson Co. v.** (U. R. A-640), 30 I. C. C., 729.
- Great Northern Ry. Co., Curry & Whyte Co. v.** (U. R. A-568; A-645), 30 I. C. C., 719, 730.
- Great Northern Ry. Co., Daniels, E. J., v.,** 6 I. C. C., 458.  
See *Daniels v. Chicago, Rock Island & Pacific Ry. Co.*
- Great Northern Ry. Co., Duluth Board of Trade v.,** 24 I. C. C., 96.  
See *Duluth Board of Trade v. Great Northern Ry. Co.*
- Great Northern Ry. Co., Duluth Board of Trade v.,** 25 I. C. C., 342.  
See *Duluth Board of Trade v. G. N. Ry. Co.*
- Great Northern Ry. Co., Duluth Shingle Co. v.,** 10 I. C. C., 489.
- Great Northern Ry. Co., Eau Claire Board of Trade v.,** 5 I. C. C., 264.  
See *Eau Claire Board of Trade v. C., M. & St. P. Ry. Co.*
- Great Northern Ry. Co. et al., Farmers' Co-operative & Educational Union v.,** 17 I. C. C., 406.
- Great Northern Ry. Co., Folmer & Co. v.,** 15 I. C. C., 33.  
See *Folmer & Co. v. G. N. Ry. Co.*
- Great Northern Ry. Co. et al., Follmer, C. C. & Co. v.,** 16 I. C. C., 610.
- Great Northern Ry. Co., Follmer & Co. v.,** 22 I. C. C., 668.
- Great Northern Ry. Co., Grieger v.** (U. R. A-642), 30 I. C. C., 729.
- Great Northern Ry. Co. et al., Hood, A. B., v.,** 21 I. C. C., 246.
- Great Northern Ry. Co. et al., Jennison, W. J. Co. et al. v.,** 18 I. C. C., 113.  
See *Jennison v. Great N. Ry. Co.*
- Great Northern Ry. Co., Jennison Co. v.** (1949), 29 I. C. C., 708.
- Great Northern Ry. Co. et al., Judith Cattle Co. v.,** 18 I. C. C., 608.
- Great Northern Ry. Co. et al., Kalispell Lumber Co. et al. v.,** 16 I. C. C., 164.  
See *Kalispell Lumber Co. v. G. N. Ry. Co.*
- Great Northern Ry. Co., Kalispell Lumber Co. et al. v.,** 19 I. C. C., 612.

**Great Northern Ry. Co., Kroll Lumber Co. v.** (U. R. A-428), 29 I. C. C., 720.

**Great Northern Ry. Co., Kulzer v.**, 24 I. C. C., 716.

**Great Northern Ry. Co., Kulzer v.** (U. R. A-540), 29 I. C. C., 735.

**Great Northern Ry. Co., Lamb-Davis Lumber Co. v.** (U. R. A-235), 27 I. C. C., 726.

**Great Northern Ry. Co., Larson Lumber Co. v.**, 21 I. C. C., 474.

**Great Northern Ry. Co., Lindsay Bros. v.**, 21 I. C. C., 668.

**Great Northern Ry. Co., Lindsay Bros. & Co. v.**, 25 I. C. C., 424.

**Great Northern Ry. Co., Lum, Leon E., v.**, 21 I. C. C., 558.

See Lum v. G. N. Ry. Co.

**Great Northern Ry. Co., Mahaffey Co. v.** (U. R. A-433), 29 I. C. C., 721.

**Great Northern Ry. Co., Martin v.** (5400), 27 I. C. C., 705.

**Great Northern Ry. Co., Menasha Wooden Ware Co. v.**, 11 I. C. C., 666.

**Great Northern Ry. Co. et al., Miller, Albert & Co. v.**, 21 I. C. C., 669.

**Great Northern Ry. Co., Northern Mercantile Co., Ltd., v.** (U. R. A-116), 27 I. C. C., 709.

**Great Northern Ry. Co., Northern Mercantile Co. (Ltd.) v.** (5538), 29 I. C. C., 711.

**Great Northern Ry. Co., Omaha Grain Exchange v.** (5736), 28 I. C. C., 717.

**Great Northern Ry. Co., Pacific Mail Steamship Co. v.** (U. R. A-662), 30 I. C. C., 732.

**Great Northern Ry. Co., Payne v.** (U. R. A-544), 29 I. C. C., 736.

**Great Northern Ry. Co., Reid & Sorlie v.** (U. R. A-517), 29 I. C. C., 732.

**Great Northern Ry. Co. et al., Ryan, G. W., v.**, 18 I. C. C., 226.

**Great Northern Ry. Co. et al., Partridge, T. M. Lumber Co. v.**, 17 I. C. C., 276.

See Partridge Lumber Co. v. G. N. Ry. Co.

**Great Northern Ry. Co. et al., Pillsbury-Washburn Flour Mills Co. et al. v.**, 17 I. C. C., 604.

**Great Northern Ry. Co., Powell & England v.**, 26 I. C. C., 716.

**Great Northern Ry. Co., Schwager & Nettleton, Inc., v.**, 12 I. C. C., 521.



**Great Northern Ry. Co., Seavey, Trustee, v.** (U. R. A-210), 27 I. C. C., 722.

**Great Northern Ry. Co., Smith System Heating Co. v.** (U. R. A-296), 28 I. C. C., 727.

**Great Northern Ry. Co., Spokane Drug Co. v.** (U. R. A-370), 28 I. C. C., 736.

**Great Northern Ry. Co. et al., Sun River Stock & Land Co. v.,** 19 I. C. C., 601.

**Great Northern Ry. Co., Superior Commercial Club of Superior, Wis., v.,** 24 I. C. C., 96.

See Commercial Club of Superior v. G. N. Ry. Co.

**Great Northern Ry. Co., Superior Commercial Club v.,** 25 I. C. C., 342.

**Great Northern Ry. Co., Transportation Bureau of the New Seattle Chamber of Commerce v.,** 30 I. C. C., 683.

**Great Northern Ry. Co., West Coast Shingle Co. v.** (U. R. A-150), 27 I. C. C., 714.

**Great Northern Ry. Co. et al., Whittaker, S. W., v.,** 17 I. C. C., 631.

**Great Northern Ry. Co. et al., Williams, R. H., v.,** 21 I. C. C., 683.

**Great Northern Ry. Co., Wisconsin Pulp Wood Co. v.,** 22 I. C. C., 594.

See Wisconsin Pulp Wood Co. v. G. N. Ry. Co.

**Great Western Oil Co. v. Atchison, Topeka & Santa Fe Ry. Co.,** 16 I. C. C., 505.

**Great Western Portland Cement Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.,** 21 I. C. C., 682.

**Great Western Portland Cement Co. v. M., K. & T. R. Co.,** 23 I. C. C., 714.

**Great Western Ry. Co. et al., Clemons, C. C., Produce Co. v.,** 19 I. C. C., 611.

**Great Western Sugar Co. v. Union Pacific R. R. Co. et al.,** 18 I. C. C., 622.

**Greater Des Moines Committee, Inc., v. Chicago Great Western Ry. Co.,** 14 I. C. C., 294.

*Followed:* Commercial Club of Omaha v. A. & S. R. Ry. Co., 18 I. C. C., 535.

*Cited:* Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 305.

The rate on yellow pine lumber from southern producing territory to Des Moines not to exceed rate to Omaha.

**Greater Des Moines Committee v. Chicago Great Western Ry. Co. et al.**, 18 I. C. C., 98.

**Greater Des Moines Committee v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 73.

*Cited:* Investigation and Suspension Docket No. 67, 24 I. C. C., 42.

The rate basis obtaining west of the Mississippi River may properly be on a higher scale than that obtaining east.

*Cited:* Investigation and Suspension Docket 134, 25 I. C. C., 269.

The rate adjustment from Chicago and comparison with rates from Des Moines considered and complaint dismissed in cited case.

**Greater Des Moines Committee, Inc., v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 17 I. C. C., 54, 57.

Carriers ordered to reduce to a specified amount their proportional rates on through traffic to Des Moines, Iowa, on the ground that existing rates are unreasonable.

**Chicago, Rock Island & Pacific Ry. Co. v. Interstate Commerce Commission.**

C. C. N. D. Ill., E. D.

Bill to annul Commission's order transferred to Commerce Court.

**Chicago, Rock Island & Pacific Ry. Co. v. Interstate Commerce Commission.**

Not reported. April 18, 1912.

Commerce Court No. 20.

Case dismissed by stipulation.

*Followed:* Bentley & Olmsted Co. v. L. S. & M. S. Ry. Co., 17 I. C. C., 56.

While the rates between Boston and Des Moines are made by combinations on Rock Island, Commission refused to establish joint rates.

*Followed:* Ottumwa Com. Asso. v. C., B. & Q. R. R. Co., 17 I. C. C., 413.

The only difference between the two cases is that in one Des Moines is the destination while in the other it is Ottumwa.

*Cited:* Tone Bros. v. I. C. R. R. Co., 26 I. C. C., 280.

The second-class proportional rate of 30 cents from the Mississippi River to Des Moines was fixed as a maximum in the cited case.

*Cited:* Interior Iowa Cities Case, 28 I. C. C., 67.

The rates fixed in cited case did not involve rates to other points in Iowa.

*Cited:* Cedar Rapids Commercial Club v. C., R. I. & P. Ry. Co., 28 I. C. C., 79.

*Cited:* Cedar Rapids Com. Club v. C., R. I. & P. Ry. Co., 29 I. C. C., 541.

First-class rate from Chicago to Des Moines reduced from 68 to 60 cents, in cited case, the short-line distance being 358 miles.

**Greater Des Moines Committee, Inc., v. Minneapolis & St. Louis R. R. Co.,** 18 I. C. C., 608.

*Cited:* Investigation and Suspension Docket 134, 25 I. C. C., 269.

A hearing was had on adjustment of rates from Des Moines to points in Minnesota and South Dakota, as compared with rates from Minneapolis and St. Paul to points in Iowa. But this case was dismissed, without prejudice, on motion of complainants.

**Greater Des Moines Committee, Inc., v. Missouri Pacific Ry. Co.,** 14 I. C. C., 294.

See Greater Des Moines Committee v. C. G. W. Ry. Co.

**Greater Des Moines Committee, Inc., v. Wabash R. R. Co.,** 14 I. C. C., 294.

*Cited:* La. Cen. Lumber Co. v. C., B. & Q. R. R. Co., 19 I. C. C., 334.

*Cited:* Commercial Club of Omaha v. A. & S. R. Ry. Co., 19 I. C. C., 419.

*Cited:* Traffic Bureau, Sioux City, v. A. & S. R. R. R. Co., 24 I. C. C., 178.

Rates on lumber from southern producing sections to Des Moines should not be greater than to Omaha and Lincoln.

**Green Bay & Western R. R. Co., Allouez Mineral Spring Co. v.** (1299), 13 I. C. C., 682.

**Green Bay & W. R. R. Co., Miller & Co. v.** (U. R. A-133), 27 I. C. C., 711.

**Green Bay Business Men's Asso. v. B. & O. R. R. Co.,** 15 I. C. C., 59.

*Cited:* Saginaw Board of Trade v. Grand Trunk Ry. Co., 17 I. C. C., 132.

This is one of the three complaints made against the percentage assigned to a particular group in percentage territory to Atlantic coast since beginning of the Commission in 1887.

*Cited*: Escanaba Business Men's Asso. v. A. A. R. R. Co., 24 I. C. C., 17.

Unjust discrimination claimed against Green Bay as compared with Menominee in cited case.

*Quoted*: Coal Rates from Virginia Mines, 30 I. C. C., 642.

"This Commission has often held that the long maintenance of a given rate is an admission of the reasonableness of that rate. It has also held that where, upon the strength of a given rate, capital has been invested and industrial conditions have become established, this rate cannot be discontinued without taking into account its effect upon these commercial and industrial conditions, but it has never said that there was any absolute rule requiring for any reason the indefinite continuance of such a rate. It is always a question of what, under all the circumstances, is just and reasonable."

**Green Bay Soap Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 14 I. C. C., 609.

**Green Bros. Box & Lumber Co. v. C. & N.-W. Ry. Co.**, 29 I. C. C., 473.

**Green, Fred W., Receiver for Ionia Wagon Co. v. Alabama Great Southern Ry. Co. et al.**, 19 I. C. C., 458.

See Green, etc., v. A. C. L. R. R. Co.

**Green Fruit from Idaho, Oregon and Utah to Eastern Destinations**, 29 I. C. C., 650.

**Greenbaum, S. J. & Co. v. C. & O. R. Co.**, 25 I. C. C., 352.

**Green River Lumber Co. v. St. L., I. M. & S. Ry. Co.** (6455), 30 I. C. C., 714.

**Greene, Thomas L., v. N. Y. Central & Hudson River R. R. Co.**, 3 I. C. C., 473.

**Greenwich & Johnsonville Ry. Co., Continental Paper Bag Co. v. (U. R. A-346)**, 28 I. C. C., 733.

**Greer-Houghton Lumber Co. v. L. & N. R. R. Co. (U. R. 303)**, 20 I. C. C., 665.

**Greer-Wilkinson Lumber Co. v. St. L. & S. F. R. Co.**, 22 I. C. C., 672.

**Gregg v. D. N. W. & P. R.**, 24 I. C. C., 707.

**Gregg-Mason Grain Co. v. Wabash R. R. Co. et al.**, 17 I. C. C., 628.

**Grenada Oil Mill v. I. C. R. Co.**, 24 I. C. C., 318.

**Grieger v. G. N. Ry. Co. (U. R. A-642)**, 30 I. C. C., 729.

**Griffee, C. H., v. Burlington & Mo. River R. R. Co. in Nebraska**, 2 I. C. C., 301.

*Quoted:* In re Persons Free or at Reduced Rates by B. & M. R. Co., 5 I. C. C., 80.

The offense under section 2 of the Act to regulate commerce of giving free transportation to an individual, consists in the charging, demanding, collecting or receiving by the carrier from some other person or persons, a compensation for a like service when none is contemporaneously charged or received from the person thus transported free.

**Griffin, George M., v. Lake Shore & Michigan Southern Ry. Co.**, 6 I. C. C., 176.

**Griffin v. N. Y. C. & H. R. R. Co.** (1186), 29 I. C. C., 708.

**Griffin Grocery Co. v. Southern Ry. Co.**, 11 I. C. C., 522.

**Griffin-Hallman Fuel Co. v. S. Ry. Co.**, 29 I. C. C., 699.

**Griffing, W. A., v. C. & N.-W. R. Co.**, 25 I. C. C., 134.

**Grinnell, Collins & Co. v. Chicago, Burlington & Quincy R. R. Co. et al.**, 18 I. C. C., 620.

**Griswold v. C., I. & L. Ry. Co.** (5542), 28 I. C. C., 715.

**Griswold & Chambers v. C., I. & L. R. Co.**, 24 I. C. C., 705.

**Grossman & Co. v. Wells, Fargo & Co. Express** (881), 12 I. C. C., 584.

**Grote-Rankin Co. v. C., M. & St. P. R. Co.**, 25 I. C. C., 714.

**Gudenrath Lumber Co. v. L. R. & N. Co.**, 26 I. C. C., 719

**Guggenheimer & Co. v. Old Dominion Steamship Co.**, 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

**Gulf & Interstate Ry. of Texas, Cattle Raisers' Asso. v.**, 11 I. C. C., 296.

See Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

**Gulf & Interstate Ry. of Texas, Mayor and City Council of Wichita, Kans.**, v., 9 I. C. C., 569.

**Gulf & Ship Island R. R. Co., American Lumber & Mfg. Co. v.** (6070), 29 I. C. C., 713.

**Gulf & Ship Island R. R. Co., Barker & Co. v.** (U. R. 332), 20 I. C. C., 668.

**Gulf & Ship Island R. R. Co., Barker & Co. v.**, 26 I. C. C., 712.

**Gulf & Ship Island R. R. Co., Central Commercial Club v.**, 23 I. C. C., 532.

**Gulf & Ship Island R. R. Co., Central Commercial Co. v.**, 24 I. C. C., 714.

**Gulf & Ship Island R. R. Co., Central Yellow Pine Asso. v.**, 10 I. C. C., 505.

See **Central Yellow Pine Asso. v. Illinois Central R. R. Co.**

**Gulf & Ship Island R. R. Co., Gayoso Lumber Co. v.** (U. R. A-666), 30 I. C. C., 732.

**Gulf & Ship Island R. R. Co. et al., Grant, M. R., v.**, 17 I. C. C., 604.

**Gulf & Ship Island R. R. Co., Hayden & Westcott Lumber Co. v.**, 14 I. C. C., 537, 539, 540.

**Gulf & Ship Island R. R. Co. et al., Hettler, Herman H., Lumber Co. v.**, 21 I. C. C., 14.

See **Hettler Lumber Co. v. G. & S. I. R. R. Co.**

**Gulf & Ship Island R. R. Co., Hettler Lumber Co. v.** (U. R. A-364), 28 I. C. C., 736.

**Gulf & Ship Island R. R. Co., Nourse-Taylor Lumber Co. v.**, 18 I. C. C., 623.

**Gulf & Ship Island R. R. Co., Polo Stock Lumber Co. v.**, 26 I. C. C., 451.

**Gulf & Ship Island R. R. Co., Wells Lumber Co. v.** (U. R. A-434), 29 I. C. C., 721.

**Gulf, Beaumont & Great Northern Ry. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.

See **Cattle Raisers' Asso. v. M., K. & T. Ry. Co.**

**Gulf, Beaumont & Kansas City Ry. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.

See **Cattle Raisers' Asso. v. M., K. & T. Ry. Co.**

**Gulf, Beaumont & Kansas City Ry. Co., Mayor and City Council of Wichita, Kans., v.**, 9 I. C. C., 569.

**Gulf Coast Cotton Oil Refining Co. v. N. O. & N. E. R. Co.**, 22 I. C. C., 671.

**Gulf Coast Navigation Co. v. Kansas City Southern Ry. Co. et al.**, 19 I. C. C., 544.

**Gulf, Colorado & Santa Fe Ry. Co., Austin Mill & Grain Co. v.**, 26 I. C. C., 723.

**Gulf, Colorado & Santa Fe Ry. Co., Browne Grain Co. v.**, 20 I. C. C., 163.

**Gulf, Colorado & Santa Fe Ry. Co., Buffalo Cold Storage Co. v.**, 25 I. C. C., 716.

**Gulf, Colorado & Santa Fe Ry. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

**Gulf, Colorado & Santa Fe Ry. Co., Chicasaw Compress Co. v.**, 13 I. C. C., 187.

See *Chicasaw Compress Co. v. G. C. & S. F. Ry. Co.*

**Gulf, Colorado & Santa Fe Ry. Co., Commercial Club of Omaha v.**, 6 I. C. C., 647.

See *Commercial Club of Omaha v. Chicago, Rock Island & Pacific Ry. Co.*

**Gulf, Colorado & Santa Fe Ry. Co., Dallas Freight Bureau v.**, 12 I. C. C., 223.

See *Dallas Freight Bureau v. G. C. & S. F. Ry. Co.*

**Gulf, Colorado & Santa Fe Ry. Co., Edwards v.** (5333), 27 I. C. C., 705.

**Gulf, Colorado & Santa Fe Ry. Co. et al., Foster Lumber Co. v.**, 17 I. C. C., 385.

**Gulf, Colorado & Santa Fe Ry. Co., Johnston-Larimer Dry Goods Co. v.**, 6 I. C. C., 568.

See *Johnston-Larimer Dry Goods Co. v. Atchison, Topeka & Santa Fe Ry. Co.*

**Gulf, Colorado & Santa Fe Ry. Co., Kauffman Milling Co. v.**, 4 I. C. C., 417.

See *Kauffman Milling Co. v. Missouri Pac. Ry. Co.*

**Gulf, Colorado & Santa Fe Ry. Co., Mayor and City Council of Wichita, Kans., v.**, 9 I. C. C., 534.

See *Mayor and City Council of Wichita, Kans., v. A., T. & S. F. Ry. Co.*

**Gulf, Colorado & Santa Fe Ry. Co., Mayor and City Council of Wichita, Kans., v.**, 9 I. C. C., 569.

**Gulf, Colorado & Santa Fe Ry. Co., Miller & Co. v.** (U. R. A-380), 28 I. C. C., 738.

**Gulf, Colorado & Santa Fe Ry. Co., Orange Lumber Co. v.**, 24 I. C. C., 725.

**Gulf, Colorado & Santa Fe Ry. Co., Paul's Valley Compress & Storage Co. v.**, 13 I. C. C., 187.

See Chickasaw Compress Co. v. G., C. & S. F. Ry. Co.

**Gulf, Colorado & Santa Fe Ry. Co., Port Huron Engine & Thresher Co. v.** (U. R. 352), 20 I. C. C., 671.

**Gulf, Colorado & Santa Fe Ry. Co., Pressley v.**, 12 I. C. C., 518.

**Gulf, Colorado & Santa Fe Ry. Co., Samuel Matthews v.**, 5 I. C. C., 299.

See Anthony Salt Co. v. Mo. Pac. Ry. Co.

**Gulf, Colorado & Santa Fe Ry. Co. et al., Swift & Co. v.**, 21 I. C. C., 672.

**Gulf Lumber Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 17 I. C. C., 628.

**Gulf Lumber Co. v. M., L. & T. R. R. & S. S. Co.** (U. R. A-574), 30 I. C. C., 720.

**Gulf Lumber Co. v. St. L. & S. F. R. R. Co.** (U. R. A-447), 29 I. C. C., 723.

**Gulf, Western Texas & Pacific Ry. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.

See Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

**Gumm, W. L., v. E., P. & R. I. Ry. Co.**, 20 I. C. C., 237.

**Gump v. B. & O. R. R. Co.** (1106), 12 I. C. C., 588.

**Gump v. B. & O. R. R. Co.**, 14 I. C. C., 98.

*Cited*: Randolph Lumber Co. v. Seaboard Air Line Ry., 14 I. C. C., 339.  
The through rate should be less than the sum of the locals.

*Cited*: Board of Trade, Morristown, v. A. C. L. R. R. Co., 24 I. C. C., 374.

Rates to Johnson City, and to some extent to related points, were considered in cited case.

*Cited*: Union Tanning Co. v. S. Ry. Co., 26 I. C. C., 163.

The rates to Bristol are made on the trunk line basis to New York and Cincinnati, being certain differentials over Virginia cities rates, and cannot be made measure of reasonableness of rates to points in territory under consideration in present case.



**Gund Brewing Co. v. C., B. & Q. R. R. Co.** (3052), 20 I. C. C., 654.

**Gund, John Brewing Co. v. C., M. & St. P. R. Co.**, 22 I. C. C., 667.

**Gund Brewing Co. v. C., M. & St. P. R. Co.**, 26 I. C. C., 713.

**Gund Brewing Co. v. C., M. & St. P. Ry. Co.** (U. R. A-363), 28 I. C. C., 735.

**Gund, H. & Co. v. Chicago, Burlington & Quincy R. R. Co.**, 18 I. C. C., 364.

*Cited*: Gund, H. & Co. v. C., B. & Q. R. R. Co., 25 I. C. C., 326.  
Supplemental report made subsequent to decisions of the U. S. Supreme Court in the Peavey case, 222 U. S., 42, and the Updike case, 222 U. S., 215, and following these, the discrimination in the allowance of elevation cannot be held to be undue.

**Gund, H. & Co. v. C., B. & Q. R. Co.**, 25 I. C. C., 326.

*Cited and followed*: Suffern Grain Co. v. I. C. R. R. Co., 27 I. C. C., 195.  
An elevation allowance to Cairo and Ohio River points, which is denied to Decatur and interior points, is a discrimination, but it is not undue.

**Gunter Bros. v. Chicago, Milwaukee & St. Paul Ry. Co.** (2072), 15 I. C. C., 639.

**Guntersville Navigation Co. v. S. Ry. Co.** (4563), 28 I. C. C., 711.

**Gus Momsen & Co. v. El Paso & Southwestern R. R. Co.** (1583), 14 I. C. C., 639.

**Gus Momsen & Co. v. Gila Valley, Globe & Northern Ry. Co.**, 14 I. C. C., 614.

**Gustin, A. J., v. Atchison, Topeka & Santa Fe R. R. Co.**, 8 I. C. C., 277.

*Cited*: Johnson v. Chic., St. P., M. & O. R. Co., 9 I. C. C., 247.  
If a carrier makes some profit in carrying 100 pounds of first-class merchandise a distance of 590 miles for 80 cents, there is certainly a strong presumption that 32 cents is an unreasonable charge for carrying 100 pounds the additional distance of 47 miles.

*Cited and approved*: Cedar Hill Coal & Coke Co. v. C. & S. Ry. Co., 16 I. C. C., 387, 393.

*Cited*: Muskogee Traffic Bureau v. A., T. & S. F. Ry. Co., 17 I. C. C., 173.

"The rate-per-ton-per-mile rule brings rates down to the narrowest point of scrutiny, and for that purpose is valuable; but it excludes consideration of other circumstances and conditions which enter into the making of rates, no matter how compulsory or imperious they may be, and it can not, therefore, be accepted as controlling in determining the reasonableness of rates."

**Gustin, A. J., v. Burlington & Mo. River R. R. in Nebraska**, 8 I. C. C., 481.

Carriers ordered to discontinue charging a rate of 77 cents per 100 pounds on sugar from San Francisco, Cal., to Kearney, Nebr., while maintaining a rate of 50 cents per 100 pounds for the longer haul to Omaha, Nebr., on the ground that the existing rate is unreasonable. Commission recommended that rate to Kearney be reduced to not exceed 65 cents.

**Interstate Commerce Commission v. Southern Pacific Co.**

Not reported.

C. C. N. D. Cal.

Commission's order held to be invalid on the ground that competition justified the existing rate adjustment. (Senate Hearings, Committee on Interstate Commerce, 1904-5, vol. 5, p. 326, 327.)

*Distinguished*: **Kindel v. Atchison, T. & S. F. Ry. Co.**, 8 I. C. C., 627.

In this case held that circumstances and conditions justified a lower rate than at intermediate point, but that owing to competitive conditions, between the two points, the full local back to intermediate point was too great a difference. Here there is no competition between points under consideration on sugar distribution.

**Gustin, A. J., v. Ill. Central R. R. Co.**, 7 I. C. C., 376.

*Cited and distinguished*: **Through Routes and Through Rates**, 12 I. C. C., 170.

The decision turned upon the existence or non-existence of a through route from Memphis, New Orleans and other southwestern points to Kearney, Nebr., and it was found that the carriers did not make a through route in fact by their course of business.

**Guthrie, W. J., v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 16 I. C. C., 425.

## H

**Haarmann Vinegar & Pickle Co. v. M. P. Ry. Co.** (5784), 28 I. C. C., 718.

**Haas & Co. v. P. R. Co.**, 24 I. C. C., 705.

**Haas, George & Sons v. P. R. Co.**, 23 I. C. C., 716.

**Haas, William & Sons v. Missouri, Kansas & Texas Ry. Co. et al.**, 21 I. C. C., 672.

**Haas Lumber Co. v. A. G. S. R. Co.** (U. R. A-159), 27 I. C. C., 715.

**Haas, Albert Lumber Co. v. Louisville & Nashville R. R. Co. et al.**, 21 I. C. C., 664.

**Haddock, John C., v. Delaware, Lackawanna & Western R. R. Co.,** 4 I. C. C., 296.

*Distinguished:* Grain Rates of Chic. Gt. West. Ry. Co., 7 I. C. C., 38.

In present case the grain hauled was not property which the carrier had purchased for use in or about its business or with a view to its ownership, but was property which it had bought for the express purpose of securing the right to transport it, and thus evade the law which would have applied to its transportation had it been owned by any other party. In cited case there was a permanent condition which must be met; in present case a temporary unlawful practice which should be stopped.

**Hafer, C. Lumber Co. v. C. & N.-W. R. Co.,** 25 I. C. C., 27.

*Cited and affirmed:* Pulp & Paper Mnfrs.' Asso. v. C., M. & St. P. Ry. Co., 27 I. C. C., 94.

The bridge arbitrary of 1.5 cents between Council Bluffs, Iowa, and Omaha, Nebr., not found unreasonable.

**Hafer, C. Lumber Co. v. C., R. I. & P. R. Co.,** 25 I. C. C., 27.

**Hafey, C. J., v. St. Louis & San Francisco R. R. Co.,** 15 I. C. C., 245.

**Hagar, W. G. Iron Co. v. Pennsylvania R. R. Co. et al.,** 18 I. C. C., 529.

**Hager, R. B., v. Chicago & Northwestern R. R. Co. (1563),** 15 I. C. C., 638.

**Haines v. Chicago, Rock Island & Pacific Ry. Co.,** 13 I. C. C., 214.

*Followed:* F. J. Gentry v. C., R. I. & P. Ry. Co., 13 I. C. C., 219.

*Followed:* Kingfisher Mill & Ele. Co. v. C., R. I. & P. Ry. Co., 13 I. C. C., 220, 221.

*Followed:* Okla. Mill Co. v. C., R. I. & P. Ry. Co., 13 I. C. C., 222.

*Followed:* A. H. Schowalter & Co. v. C., R. I. & P. Ry. Co., 13 I. C. C., 222.

*Followed:* J. T. Gist v. C., R. I. & P. Ry. Co., 13 I. C. C., 223.

*Followed:* Enid Ice & Fuel Co. v. C., R. I. & P. Ry. Co., 13 I. C. C., 223.

*Followed:* Enid Ice & Fuel Co. v. Ft. Smith & Western R. R. Co., 13 I. C. C., 224.

*Followed:* W. B. Johnston v. C., R. I. & P. Ry. Co., 13 I. C. C., 224.

*Followed:* F. J. Gentry v. C., R. I. & P. Ry. Co., 13 I. C. C., 257.  
Coal rates from Oklahoma points to Goltry, Okla.

**Hale-Hasell Grocery Co. v. Missouri, Kansas & Texas Ry. Co.,** 12 I. C. C., 136.

**Hale-Mylrea Lumber Co. v. C. & N.-W. Ry. Co. (6478),** 29 I. C. C., 715.

**Haley & Lang Co. v. C., B. & Q. R. Co.**, 25 I. C. C., 707.

**Hall, Roy F., v. A., T. & S. F. Ry. Co.** (3094), 20 I. C. C., 654.

**Hall, W. A. & Co. v. S. P. Co.** (U. R. 306), 20 I. C. C., 665.

**Hall Lumber & Tie Co. v. C. & O. Ry. Co.** (U. R. A-279), 28 I. C. C., 725.

**Hall Lumber Co. v. St. L. & S. F. R. R. Co.** (6226), 28 I. C. C., 721.

**Hamburg-American Packet Co. v. Cosmopolitan Shpiping Co.**, 13 I. C. C., 266.

See *Cosmopolitan Shipping Co. v. Hamburg-American Packet Co.*

**Hamburg-Bremer Afrika Linnie v. E. R. Co.** (5362), 27 I. C. C., 705.

**Hamilton, Charles L., v. American Express Co.** (U. R. A-355), 20 I. C. C., 671.

**Hamilton & Brown v. Chattanooga, Rome & Columbus R. R. Co.**, 4 I. C. C., 686.

*Cited*: *Charles P. Perry v. Fla. Cen. & Penins. R. R. Co.*, 5 I. C. C., 98, 116.

*Cited*: *R. R. Com. of Ga. v. Clyde Steamship Co.*, 5 I. C. C., 369.

*Cited*: *Johnson v. Chic., St. P., M. & O. R. Co.*, 9 I. C. C., 242.

Making rate by combining a through rate to an intermedite competitive or basing point, with the lowest local from there to destination. This is defective because it treats traffic intended to be continuous between point of origin and destination as consisting of two kinds of service independent of each other.

**Hamilton Grange No. 57 v. Pennsylvania R. R. Co. et al.**, 17 I. C. C., 621.

**Hamm, M. Co. v. L. & N. R. Co.**, 22 I. C. C., 659.

**Hammerschmidt & Franzen Co. v. C. & N.-W. Ry. Co.**, 30 I. C. C., 71.

*Followed*: *Lombard Brick & Tile Co. v. C. & N.-W. Ry. Co.*, 30 I. C. C., 86.

The only question of reasonableness properly before the Commission is that appertaining to the through rates for through transportation from mines to Lombard, Glen Ellyn, Wheaton and West Chicago.

*Cited*: *People's Fuel & Supply Co. v. G. T. W. Ry. Co.*, 30 I. C. S., 660.  
History of conditions leading up to adoption of the Lowrey tariff of switching rates at Chicago.

**Hammond, Fred L., v. B. & M. R. R.** (U. R. 313), 20 I. C. C., 666.

**Hammond, Robert A., v. Southern Express Co. et al.**, 17 I. C. C., 607.

- Hammond Bros. v. C., B. & Q. R. R. Co.** (U. R. A-502), 29 I. C. C., 730.
- Hammond Lumber Co. v. Missouri, Kansas & Texas Ry. Co. et al.**, 18 I. C. C., 611.
- Hammond Packing Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 18 I. C. C., 618.
- Hampton v. M., K. & T. Ry. Co.** (5927), 30 I. C. C., 713.
- Hampton & Branchville R. R. Co., Hudson & Rigby v.** (U. R. A-215), 27 I. C. C., 723.
- Hampton & Branchville R. R. Co., Lewis & Co. v.** (U. R. A-215), 27 I. C. C., 723.
- Hampton & Branchville R. R. Co., Wearn & Co. v.** (U. R. A-215), 27 I. C. C., 723.
- Hampton Mfg. Co. v. O. D. S. S. Co.**, 27 I. C. C., 666.
- Hancock v. Missouri, Kansas & Texas Ry. Co.**, 12 I. C. C., 525.
- See *Morgan v. M., K. & T. Ry. Co.*
- Hancock Brick & Tile Co. v. T. & O. C. Ry. Co.** (6505), 30 I. C. C., 715.
- Hancock Bros. Fruit Co. v. St. L. S.-W. R. Co. of Tex.**, 26 I. C. C., 711.
- Hanley Bros. Co. v. C., M. & St. P. Ry. Co.** (U. R. A-402), 29 I. C. C., 717.
- Hanley Milling Co. v. Pennsylvania Co. et al.**, 19 I. C. C., 475.
- Hanna, M. A. Coal Co. v. Northern Pacific Ry. Co. et al.**, 16 I. C. C., 289.
- Cited:* *Kaye & Carter Lumber Co. v. M. & I. Ry. Co.*, 17 I. C. C., 211.
- A carload rate and a minimum weight specified in a lawful tariff hold out a definite offer to the shipping public to move merchandise on these terms and there should be a rule in all tariffs to the effect that when a carrier, for its own convenience, supplies a larger car than the one ordered, it will do so on the basis of the published rate and minimum weight applicable to the length of car so ordered by the shipper, in all cases where the shipment actually moved could have been loaded into the car ordered.
- Hannibal & St. Joseph R. R. Co., Beaver & Co. v.**, 4 I. C. C., 733.
- See *Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.*
- Hannibal & St. Joseph R. R. Co., Chicago Live Stock Ex. v.**, 10 I. C. C., 428.
- See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

**Hannibal & St. Joseph R. R. Co., Gustin, A. J., v., 8 I. C. C., 277.**

See *Gustin v. A., T. & S. F. Ry. Co.*

**Harbor City Wholesale Co of San Pedro, Cal., v. Southern Pacific Co. et al., 19 I. C. C., 323.**

*Cited:* *City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.*  
Transcontinental rates are affected by water competition.

*Cited:* *Com. Club of Duluth v. B. & O. R. R. Co., 27 I. C. C., 659.*  
The adjustment of rates here is somewhat similar to that described and condemned in cited case.

**Hardeman Hat Co. v. N. Y. C. & H. R. R. R. Co. (5550), 29 I. C. C., 711.**

**Hardenberg, Dolson & Gray v. Northern Pacific Ry. Co., 14 I. C. C., 579.**

**Hardie Manufacturing Co. v. O. R. & N. Co., 24 I. C. C., 545.**

*Cited and quoted:* *Bernheim & Co. v. O. R. R. & Nav. Co., 25 I. C. C., 158.*

"Lime sulphur solution" is analogous to "liquid sheep dip," and has been recognized as either a sheep dip or orchard spray. If the shipment had been billed as sheep dip it would have taken a 20-cent lower rate and the inspector to have changed the billing would have had to know the use to which the commodity was to be put. The use to which an article is to be put is not a valid classification standard.

**Harding, F. D., v. Chicago, St. Paul, Minn. & Omaha R. R. Co., 1 I. C. C., 104.**

**Hardwood Mnfrs.' Asso. of Michigan v. Transcontinental Freight Bureau, 22 I. C. C., 387.**

See *Michigan Hardwood Mnfrs.' Asso. v. T. F. B.*

**Hardwood Mfg. Asso. of Mich. v. T. F. R., 24 I. C. C., 709.**

**Hardy, T. Walter, Jr., v. L. & N. R. Co., 22 I. C. C., 673.**

**Harlow, Leo P., Trustee, v. W. S. R. Co., 26 I. C. C., 511.**

**Harlow Lumber Co. v. Atlantic Coast Line R. R. Co., 15 I. C. C., 501.**

**Harlow Lumber Co. v. Durham & Southern R. R. Co. (3083), 20 I. C. C., 654.**

**Harmon, F. S. & Co. v. Lake Shore & Michigan Southern Ry. Co. et al., 17 I. C. C., 394.**

**Harmount, Timmons, v. L. & N. R. Co., 22 I. C. C., 673.**

- Harmount, Timmons, v. L. & N. R. Co., 24 I. C. C., 721.
- Harrah & Stewart Manufacturing Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 21 I. C. C., 484.
- Harrell v. Missouri, Kansas & Texas Ry. Co., 12 I. C. C., 27.
- Harriman Mfg. Co. v. S. R. Co. (U. R. A-164), 27 I. C. C., 716.
- Harrington, George, v. N. Y. & H. R. R. Co. (U. R. A-227), 27 I. C. C., 725.
- Harris, James A., v. H. R. Duval, Receiver, etc., 3 I. C. C., 128.
- Harron, Rickard & McCone v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., 17 I. C. C., 604.
- Hartford Canning Co. v. C., M. & St. P. Ry. Co. (U. R. 288), 20 I. C. C., 663.
- Hart, F. W. Sash & Door Co. v. B. & O. R. R. Co., 6 I. C. C., 284.
- Hart, F. W. Sash & Door Co. v. Lake Erie & Western R. R. Co., 6 I. C. C., 284.
- Hartford & N. Y. Transportation Co., Board of Trade of Troy, Ala., v., 6 I. C. C., 1.
- See Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.
- Harth Bros. Grain Co. v. Illinois Central R. R. Co., 12 I. C. C., 448.
- Hartley, Clarence K., v. El Paso & Northeastern Ry. Co., 18 I. C. C., 614.
- Hartman Furniture & Carpet Co. v. Chicago Great Western Ry. Co. et al., 18 I. C. C., 617.
- Hartman Furniture & Carpet Co. v. C. & N.-W. R. Co., 24 I. C. C., 726.
- Hartman Furniture & Carpet Co. v. C., R. I. & P. Ry. Co., 20 I. C. C., 496.
- Hartman Furniture & Carpet Co. v. P., C., C. & St. L. R. Co., 24 I. C. C., 724.
- Hartman Furniture & Carpet Co. v. Wisconsin Central Ry. Co., 15 I. C. C., 530.
- Hartville Celery Growers' Asso. v. Pacific Ex. Co., 14 I. C. C., 590.
- Hartwell Co. v. C. & N.-W. R. Co. (5252), 27 I. C. C., 704.
- Hartzell v. C., H. & D. Ry. Co. (U. R. A-415), 29 I. C. C., 719.
- Harvard Company v. Pennsylvania Co., 4 I. C. C., 212.

*Cited:* Chas. P. Perry v. Fla. Cen. & Penins. R. R. Co., 5 I. C. C., 111.  
The Commission will fix a reasonable rate or prescribe a reasonable maximum.

*Cited:* Nathan Meyer v. C., C., C. & St. L. Ry. Co., 9 I. C. C., 83.

*Cited:* I. & S. Docket 76, 25 I. C. C., 472.

In forming of a classification bulk, value, liability to damage, and similar elements affecting the desirability of the traffic should be considered, and analogous articles should ordinarily be placed in the same class.

*Cited:* Nathan Meyer v. C., C., C. & St. L. Ry. Co., 9 I. C. C., 85.

The Commission has repeatedly ordered a change in classification.

**Harvest King Distilling Co. v. Atchison, Topeka & Santa Fe Ry. Co.** (1594), 14 I. C. C., 639.

**Harvest King Distilling Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 16 I. C. C., 604.

**Harvey, Charles M. & Co. v. C. & N.-W. R. Co.**, 22 I. C. C., 670.

**Harvey, William H., v. Louisville & Nashville R. R. Co.**, 5 I. C. C., 153.

**Harwell, W. O., v. Columbus & Western R. R. Co.**, 1 I. C. C., 236.

*Cited and followed:* Mich. Congr. Water Co. v. Chic. & Gr. Tr. Ry. Co., 2 I. C. C., 601.

All the roads constituting the line which makes the through rates complained of should be parties to the complaint which seeks to compel a reduction of the through rates. The parties affected are entitled to be notified in case a change in rate is asked; and Commission will not make an order correcting an alleged unjust discrimination unless the proper parties are before it.

*Cited:* H. H. Bates, Jr., v. Penn. R. Co., 3 I. C. C., 444.

Extent of water competition required in order to amount to complete defense.

*Cited:* George Rice v. Atchison, Topeka & Santa Fe R. Co., 4 I. C. C., 243.

*Cited:* Brewer & Hanleiter v. Lou. & Nash. R. Co., 7 I. C. C., 235.

The fourth section of the Act to regulate commerce is not violated in making lower rate to San Francisco and other Pacific coast terminals reached by water lines.

*Cited:* W. S. King & Co. v. N. Y., N. H. & H. R. Co., 4 I. C. C., 261.  
Lower rates to point enjoying water competition upheld.

*Cited:* R. R. Com. of Ga. v. Clyde Steamship Co., 5 I. C. C., 400.

The distinction between competition of carriers subject to the Act, and the competition of such a carrier with those not subject to the Act, is applicable to competition alleged in cases under the second and third sections as well as fourth.



*Cited:* Board of Trade of Troy, Ala., v. Ala. Mid. Ry. Co., 6 I. C. C., 15, 16.

The mere fact that a point is located on a navigable stream does not of itself justify the lesser charge for the longer haul to such point. The water competition must control the carriage of the traffic on which the discrimination is made.

*Distinguished:* Board of Trade of Troy, Ala., v. Ala. Mid. Ry. Co., 6 I. C. C., 21.

*Cited:* Board of Trade of Troy, Ala., v. Ala. Mid. Ry. Co., 6 I. C. C., 29.

Basing point system of rate-making has been pronounced unlawful by Commission.

*Cited:* Lagrange Chamber of Com. v. A. & W. P. R. R. Co., 28 I. C. C., 184.

Discrimination found to exist but complainant given opportunity to amend complaint setting forth facts on which lower rates were claimed than were accorded intermediate points, or invited to ask for a strict enforcement of the long and short haul provision as against Montgomery and Columbus.

**Hassalo Engineering Co. v. N. P. R. Co., 25 I. C. C., 714.**

**Hastings Co. v. St. L. & S. F. R. R. Co. (U. R. A-399), 28 I. C. C., 740.**

**Hastings Malting Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 11 I. C. C., 675.**

**Hathway Lumber Co. v. L. & N. R. Co., 22 I. C. C., 673.**

**Hattiesburg Commercial Club v. Alabama Great Southern Ry. Co. et al., 16 I. C. C., 534.**

See Commercial Club of Hattiesburg v. A. G. S. Ry. Co.

**Hauschild, T. S., v. Northern Pacific Ry. Co., 6 I. C. C., 131.**

See Newland v. Northern Pacific R. R. Co.

**Havemeyer, W. A. & Co. v. Union Pacific R. R. Co. et al., 17 I. C. C., 13.**

**Havens, C. B. Co. v. Chicago, Burlington & Quincy R. R. Co. et al., 17 I. C. C., 608.**

**Haverhill Box Board Co. v. B. & A. R. R. Co., 28 I. C. C., 336.**

**Hawkins, S. J., v. Lake Shore & Michigan Southern Ry. Co., 9 I. C. C., 207.**

**Hawkins, S. C., v. Wheeling & Lake Erie R. R. Co., 9 I. C. C., 212.**

**Hawkinson, F. G., v. Chicago, Rock Island & Pacific Ry. Co.**, 17 I. C. C., 620.

**Havens, C. B. & Co. v. C. & N.-W. Ry. Co.**, 20 I. C. C., 156.

**Hayden & Westcott Lumber Co. v. Gulf & Ship Island R. R. Co.**, 14 I. C. C., 537, 539, 540.

*Cited:* Hayden & Westcott Lumber Co. v. G. & S. I. R. Co., 14 I. C. C., 539, 540.

Reparation.

**Hayes-Eames Elevator Co. v. Chicago, Burlington & Quincy R. R. Co.** (1303), 14 I. C. C., 636.

**Headington & Hededenbergh v. St. L. S.-W. R. Co.**, 24 I. C. C., 721.

**Healy & Towle v. C., St. P., M. & O. R. Co.**, 25 I. C. C., 710.

**Heard, Wm. H., v. Georgia R. R. Co.**, 1 I. C. C., 428.

See Interstate Commerce Commission v. Georgia R. R. Co.

Not reported. (For pleadings see 5th Ann. Rep., 302-307.)

C. C. N. D. Ga., E. D.

Bill filed by Commission for enforcement of its order, but case was discontinued in 1899, the reasons for further prosecuting the case having largely disappeared.

*Cited:* Heard, Wm. H., v. Georgia R. R. Co., 3 I. C. C., 119.

*Cited:* Edwards v. N., C. & St. L. Ry. Co., 12 I. C. C., 249.

Railroads required to furnish equal and like accommodations to white and colored passengers.

**Heard, William H., v. Georgia R. R. Co.**, 3 I. C. C., 111.

**Hearne & De Lesdernier v. G., H. & S. A. R. Co.**, 22 I. C. C., 670.

**Hearst v. P. & R. Ry. Co.** (644), 29 I. C. C., 707.

During an investigation by the Commission into the question of alleged unlawful practices in connection with the carriage of anthracite coal from Pennsylvania to New York and other eastern points, several witnesses declined to answer certain questions or to produce certain documents.

Interstate Commerce Commission v. Philadelphia & Reading Ry. Co.  
123 Fed., 969. June 12, 1903.

C. C. S. D. N. Y. Lacombe, J.

The court declined to order the witnesses to answer the questions or produce the documents on the ground that they were not relevant to the matter under investigation.

**Interstate Commerce Commission v. Baird.**

194 U. S., 25. April 4, 1904. Day, J.

Witnesses directed to answer the questions and produce the documents on the ground that they were relevant to the matter under investigation.

**Heath Hardware Co. v. P. R. Co.,** 22 I. C. C., 223.

**Heck & Petree v. E. Tenn., Virginia & Ga. Ry. Co.,** 1 I. C. C., 495.

*Cited and followed:* John H. Nicolai v. Penn. Ry. Co., 2 I. C. C., 139.

*Cited:* Wm. H. Macloon v. Chic. & N.-W. Ry. Co., 5 I. C. C., 93.

*Cited:* Joynes v. Pa. R. R. Co., 17 I. C. C., 362.

Reparatory damages not considered in case where defendants refused to haul coal for them—held that claim for damage should be presented before court and jury.

*Cited and distinguished:* Bennett D. Mattingly v. The Penn. Co., 3 I. C. C., 599.

Power of Commission to order performance of certain service, in a manner desired by complainant.

*Cited:* John C. Haddock v. Del., Lack. & Western R. Co., 4 I. C. C., 316.

Discrimination by a carrier in its own favor is the worst form of discrimination, and is clearly within the mischief intended to be prevented by the Interstate Commerce Law.

**Hecker Cereal Co. of Milwaukee v. C. & N.-W. Ry. Co. (U. R. A-593),** 30 I. C. C., 722.

**Hecker-Jones-Jewell Milling Co. v. B. & O. R. R. Co.,** 14 I. C. C., 356.

Carriers ordered to desist from according to flour milled at interior points a lower rate for export than is imposed upon the grain of complainant, located at New York City, which is subsequently ground into flour and other products which are exported.

**New York Central & Hudson River R. R. Co. v. Interstate Commerce Commission.**

168 Fed., 131. February 8, 1909.

C. C. S. D. N. Y. Noyes, J.

Temporary injunction against enforcement of Commission's order denied. Case transferred to Commerce Court.

**New York Central & Hudson River R. R. Co. v. Interstate Commerce Commission.**

Not reported. April 3, 1911.

Commerce Court No. 27.

Case dismissed without opinion upon motion of petitioning carrier.

*Distinguished:* Stott v. M. C. R. R. Co., 18 I. C. C., 582, 586.

In Hecker case it was possible to keep the wheat for export entirely separate from that ground for domestic use. In present case the wheat which complainant brings in by water is mingled with that which he brings in by rail, the two being ground together and inextricably blended in the barrel of flour.

**Hedden-Clark Lumber Co. v. B. & O. R. R. Co.** (U. R. A-301), 28 I. C. C., 727.

**Heger v. Adams Express Co.** (U. R. A-397), 28 I. C. C., 740.

**Heid Bros. v. S. P. Co.**, 24 I. C. C., 717.

**Heil, Henry Chemical Co. v. Union Pacific R. R. Co. et al.**, 21 I. C. C., 684.

**Heil, Henry Chemical Co. v. Wabash R. R. Co. et al.**, 21 I. C. C., 518.

**Heileman Brewing Co. v. C., B. & Q. R. Co.** (U. R. A-233), 27 I. C. C., 725.

**Heileman, G. Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 16 I. C. C., 396.

**Heilman, John, v. Southern Ry. Co. et al.**, 18 I. C. C., 609.

**Heinz, H. J. Co. v. Boston & Maine R. R. et al.**, 21 I. C. C., 668.

**Heinz, H. J. Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 624.

• **Heinz, H. J. Co. v. New York, Chicago & St. Louis R. R. Co. et al.**, 17 I. C. C., 622.

**Heinz, H. J. Co. v. New York, Chicago & St. Louis Ry. Co. et al.**, 18 I. C. C., 620.

**Heinz, H. J. & Co. v. Pere Marquette R. R. Co. et al.**, 19 I. C. C., 612.

**Heisler Co. v. Toledo & Ohio Central Ry. Co.**, 16 I. C. C., 605.

**Hellstrom, F. O., v. Northern Pacific Ry. Co.**, 17 I. C. C., 580.

**Helmets Mfg. Co. v. C., R. I. & P. Ry. Co.** (U. R. A-542), 29 I. C. C., 736.

**Henderson & Barkdull v. St. Louis, Iron Mountain & Southern Ry. Co.**  
18 I. C. C., 514.

**Henderson Elevator Co. v. Illinois Central R. R. Co.**, 17 I. C. C., 573.

*Cited:* Henderson Elevator Co. v. L. & N. R. R. Co., 18 I. C. C., 539.

Rates on grain originated beyond Enfield and reshipped from Henderson, Ky.

- Henderson Elevator Co. v. Louisville & Nashville R. R. Co., 18 I. C. C., 538.
- Henderson, W. K. Iron Works & Supply Co. v. T. & P. Ry. Co., 20 I. C. C., 159.
- Hendrickson, C. D. Lumber Co. v. Kansas City Southern Ry. Co. et al., 16 I. C. C., 129.
- Hendrie & Bolthoff Manufacturing Co. v. Southern Ry. Co. et al., 21 I. C. C., 672.
- Hendrie & Bolthoff Mfg. Supply Co. v. U. P. R. Co., 26 I. C. C., 714.
- Hen-c-ta Bone Co. v. L. & N. R. R. Co. (5173), 28 I. C. C., 713.
- Henley, George et al. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 382.
- Hennepin Paper Co. v. Northern Pacific Ry. Co., 12 I. C. C., 535.

*Cited:* Foster Lumber Co. v. A., T. & S. F. Ry. Co., 17 I. C. C., 294.

In the absence of specific through routing by the shipper it is the duty of the carrier to route shipments by the cheapest reasonable route over which lawfully established rates are in force.

- Hennepin Paper Co. v. N. P. R. Co., 27 I. C. C., 699.
- Henning, E., v. St. L. & S. F. R. Co. (U. R. A-141), 27 I. C. C., 712.
- Henry v. Chicago, Rock Island & Pacific Ry. Co. (734), 12 I. C. C., 581.
- Henry, George D., v. Eastern Ry. Co. of New Mexico, 20 I. C. C., 171.
- Herbeck-Demer Co. v. Baltimore & Ohio R. R. Co. et al., 17 I. C. C., 88.
- Herf & Frerichs Chemical Co. v. Southern Ry. Co. et al., 19 I. C. C., 613.
- Hess v. U. P. R. R. Co. (U. R. A-385), 28 I. C. C., 738.
- Hettinger Hardware Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 628.
- Hettler, Herman H. Lumber Co. v. Gulf & Ship Island R. R. Co. et al., 21 I. C. C., 14.

*Followed:* Pole Stock Lumber Co. v. G. & S. I. R. R. Co., 26 I. C. C., 451.

In the absence of routing directions in the tariff the joint rate of 24 cents was applicable to such shipments as moved over the lines of defendants concurring in said joint rate; that as to such shipments participated in by the New Orleans & Northeastern Railroad it was the duty of the initial carrier, a party to the joint rate of 24 cents, to so route the shipments as to secure to them the joint rate, and not having done so the shipments were misrouted.

Hettler Lumber Co. v. G. & S. I. R. R. Co. (U. R. A-364), 28 I. C. C., 736.

Hettler Lumber Co. v. M. C. R. R. Co. (U. R. A-302), 28 I. C. C., 728.

Hettler, Herman H. Lumber Co. v. N. O. & N. E. R. Co., 25 I. C. C., 714.

Hewins, E. D. v. N. Y. & New Haven & Hartford R. R. Co., 10 I. C. C., 221.

*Cited:* Littell v. St. L. S.-W. Ry. Co., 18 I. C. C., 189.

*Cited:* Hull Vehicle Co. v. S. Ry. Co., 28 I. C. C., 620.

The mere fact that the rate or fare in one direction exceeds the rate or fare between the same points in the opposite direction is not a controlling test of the unreasonableness of the higher fare. Nor does this in itself necessarily constitute an unreasonable discrimination.

Hewitt & Connor v. Chicago & Northwestern Railway Co., 16 I. C. C., 431.

Heyneman, Milton & Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 72.

See Montague v. A., T. & S. F. Ry. Co.

Hezel Milling Co. v. St. Louis, Alton & Terre Haute R. R. Co., 5 I. C. C., 57.

Hibbard, Spencer, Bartlett & Co., Interveners in Business Men's League of St. Louis, v. Atchison, Topeka & Santa Fe Ry. Co., 9 I. C. C., 318.

See Business Men's League of St. Louis v. A., T. & S. F. Ry. Co.

Hibbard, Spencer, Bartlett & Co., Interveners in Charles H. Johnson, v. Chicago, St. Paul, Minn. & Omaha Ry. Co., 9 I. C. C., 221.

Hicks-Fuller Pierson Co. v. C., B. & Q. R. R. Co., 28 I. C. C., 205.

Higgins & McGrath v. C., B. & Q. R. Co. (U. R. A-184), 27 I. C. C., 718.

High Explosives, Rates on (U. R. A-682), 30 I. C. C., 734.

Highland Iron & Steel Co. v. Vandalia R. R. Co. et al., 18 I. C. C., 601.

*Followed:* National Rolling Mill Co. v. B. & O. S.-W. R. R. Co., 18 I. C. C., 604.

A rate of 10 cents per 100 pounds on bar iron, Vincennes, Ind., to Louisville, Ky., held reasonable in comparison with rate of 11 cents, Terre Haute, Ind., to Louisville.

Highland Park Mfg. Co. v. S. R. Co., 26 I. C. C., 67.

Hill, Preston L., v. P. R. Co., 25 I. C. C., 650.

*Cited:* Miller v. A. C. L. R. R. Co., 29 I. C. C., 529.

Regulations prohibiting refund on lost tickets was approved in cited case where the lost ticket was the unused portion of "punch cancellation" commutation ticket.

**Hill, S. J. & Bro. v. Nashville, Chattanooga & St. Louis Ry. Co.**, 6 I. C. C., 343.

*Quoted:* Frt. Bu. of Cinn. v. Cinn., N. O. & T. P. Ry. Co., 7 I. C. C. "In the absence of other influential conditions distance may be fairly considered a controlling element in fixing reasonable rates."

*Cited:* Chamber of Com., Ashburn, Ga., v. G. S. & F. Ry. Co., 23 I. C. C., 145.

*Cited:* Mayor and Council, Vienna, Ga., v. G. S. & F. Ry. Co., 28 I. C. C., 175.

*Cited:* Montezuma, Ga., v. C. of G. Ry. Co., 28 I. C. C., 283.

Nashville grain rates to Cordele fixed at the Americas rate as maximum, Cordele being as to most of this traffic directly intermediate.

**Hill & Webb v. C., R. I. & P. Ry. Co.** (U. R. 274), 20 I. C. C., 661.

**Hill & Webb v. H. & T. C. R. Co.**, 24 I. C. C., 725.

**Hill & Webb v. Iberia & Vermilion R. R. Co.** (U. R. 333), 20 I. C. C., 668.

**Hill & Webb v. I. & V. R. Co.**, 24 I. C. C., 725.

**Hill & Webb v. Missouri, Kansas & Texas Ry. Co. et al.**, 16 I. C. C., 569.

**Hill & Webb v. Texas & Pacific Ry. Co. et al.**, 21 I. C. C., 682.

**Hill, Audley & Co. v. Southern Ry. Co.**, 20 I. C. C., 225.

**Hill-Ingham Lumber Co. v. Kansas City Southern Ry. Co. et al.**, 17 I. C. C., 622.

**Hill-Ingham Lumber Co. v. Kansas City Southern Ry. Co. et al.**, 21 I. C. C., 683.

**Hill, D. Nursery Co., Inc., v. M. C. R. Co.**, 22 I. C. C., 670.

**Hillsdale Coal & Coke Co. v. Pennsylvania R. R. Co.**, 19 I. C. C., 356.

Carriers ordered to discontinue their existing practice of distributing coal cars in times of car shortage on the ground that it is unjustly discriminatory to fail to count company fuel cars, foreign railway cars, and private cars against the quota of the mine receiving such cars. Question of reparation reserved for further consideration.

Pennsylvania R. R. Co. v. Interstate Commerce Commission.  
C. C. E. D. Pa.

Bill to annul Commission's order transferred to Commerce Court.

Pennsylvania R. R. Co. v. Interstate Commerce Commission.  
193 Fed., 81. December 5, 1911.

Commerce Court No. 31.\* Knapp, J.

\*Record transferred to District Court for the Eastern District of Pennsylvania upon dissolution of Commerce Court.

Commission's order held to be valid.

Pennsylvania R. R. Co. v. Interstate Commerce Commission.

235 U. S., 708. Oct. 13, 1914. Dismissed by Supreme Court United States upon motion of petitioner.

Jacoby v. Pennsylvania Co.

200 Fed., 989. November 12, 1912.

D. C. E. D. Pa. Thompson, J.

Commission's order awarding general damages held to be valid.

*Followed*: Jacoby & Co. v. P. R. R. Co., 19 I. C. C., 392.

*Reaffirmed*: Bulah Coal Co. v. P. R. R. Co., 20 I. C. C., 53.

*Quoted*: In re Irregularities in Mine Ratings, 25 I. C. C., 288.

Basis for distribution of coal cars during periods of car shortage.

*Cited*: Hillsdale Coal & Coke Co. v. Penn R. R. Co., 23 I. C. C., 188.

History of the former proceedings. After decision by U. S. Circuit Court on question of assessment of general damages in discrimination cases. The Commission reopened case to assess reparation, which it had formerly reserved as being a matter for the courts.

*Cited*: Colorado Coal Traffic Asso. v. D. & R. G. R. R. Co., 23 I. C. C., 464.

The Hillsdale plan of car distribution objected to by these coal operators because the calendar days are used in obtaining commercial capacity when it is contended that the number of days and hours a mine has been in actual operation should be used. The Hillsdale plan was not disturbed as far as the situation in cited case was concerned.

*Quoted*: McCaa Coal Co. v. C. & C. Ry. Co., 30 I. C. C., 532.

The principle of *stare decisis* has little application in proceedings before us involving questions of this nature.

**Hillsdale Coal & Coke Co. v. P. R. Co., 23 I. C. C., 186.**

*Distinguished*: Eichenberg v. So. Pac. Co., 28 I. C. C., 587.



In the cited case there were certain and fixed amounts in which an absolute calculation of damage was readily determinable. There is no such basis in present case and there is no way to calculate what would have been the extent of complainant's business if this discriminatory contract had not been made, and there is no way to determine that such business would have been conducted at a profit, or what that profit would have been.

*Cited:* Charles Becker v. P. M. R. R. Co., 28 I. C. C., 645, 657.

The jurisdiction of the Commission to award general damages discussed and decided in cited case.

**Hilton Lumber Co. v. Wilmington & Weldon R. R. Co.**, 9 I. C. C., 17.

*Cited:* Montgomery Frt. Bureau v. W. Ry. of Ala., 14 I. C. C., 151.

Ordinarily a through rate ought not exceed the sum of the locals.

**Hinkle, J. K. & Co. v. P., C., C. & St. L. Co.**, 25 I. C. C., 715.

**Hinsch-Briscoe Coal Co. (Inc.) v. Vandalia R. R. Co.** (5858), 28 I. C. C., 719.

**Hinton Fruit & Produce Co. v. Chesapeake & Ohio Ry. Co. et al.**, 17 I. C. C., 578.

**Hinton Fruit & Produce Co. v. C. & O. R. Co.** (U. R. A-254), 27 I. C. C., 728.

**Hinton Fruit & Produce Co. v. C. & O. Ry. Co.** (U. R. A-312), 28 I. C. C., 729.

**Hirsch, Cal. & Sons Iron & Rail Co. v. W. B. & A. E. R. Co.**, 26 I. C. C., 480.

**Hirsch, Getty, v. Erie R. R. Co. et al.**, 21 I. C. C., 673.

**Hitchman Coal & Coke Co. v. Baltimore & Ohio R. R. Co. et al.**, 16 I. C. C., 512.

*Cited:* Hitchman Coal & Coke Co. v. Baltimore & Ohio R. R. Co. et al., 17 I. C. C., 473.

Petition for rehearing denied.

*Cited:* In re Restricted Rates, 20 I. C. C., 432.

*Cited:* Crescent Coal & Mining Co. v. B. & O. R. R. Co., 23 I. C. C., 83.

No warrant in common law for the theory that a carrier as a shipper over the lines of another carrier may enjoy or be given a preferred status and nothing in the act warrants such a contention.

*Cited:* Mayor and Council of Douglas, Ga., v. A., B. & A. R. R. Co., 28 I. C. C., 450.

The fact that the complainant is prosperous, although a matter to be considered, does not conclusively show that rates are not discriminatory.

**Hitchman Coal & Coke Co. v. Baltimore & Ohio R. R. Co., et al.**, 17 I. C. C., 473.

**Hobart Electric Manufacturing Co. v. C., C., C. & St. L. R. Co.**, 22 I. C. C., 661.

**Hobbs & Knight v. A. C. L. R. Co.**, 22 I. C. C., 663.

**Hobbs Hardware Co. v. A., T. & S. F. R. Co.** (U. R. A-176), 27 I. C. C., 717.

**Hocking Valley Ry. Co., J. J. Marley & Son v.**, 11 I. C. C., 616.

**Hocking Valley Ry. Co., New Pittsburg Coal Co. v.**, 24 I. C. C., 244.

See *New Pittsburg Coal Co. v. H. V. Ry. Co.*

**Hocking Valley Ry. Co., New Pittsburg Coal Co. v.**, 26 I. C. C., 121.

See *New Pittsburg Coal Co. v. H. V. Ry. Co.*

**Hocking Valley Ry. Co., R. R. Com. of Ohio v.**, 12 I. C. C., 398.

See *R. R. Com. of Ohio v. H. V. Ry. Co.*

**Hofeller, Theodore & Co. v. Erie R. R. Co. et al.**, 18 I. C. C., 615.

**Hoerr, F. J., v. C. & N. W. R. Co.** (U. R. A-177), 27 I. C. C., 717.

**Hoerr, F. J., v. Chicago, Milwaukee & St. Paul Ry. Co.**, 11 I. C. C., 547.

**Hofeller & Co. v. Lake Shore & Michigan Southern Ry. Co.** (1367), 14 I. C. C., 636.

**Hofeller & Co. v. Michigan Central R. R. Co.** (1368), 13 I. C. C., 684.

**Holbrook, Wm. M., v. St. Paul, Minneapolis & Manitoba R. R. Co.**, 1 I. C. C., 102.

*Cited*: *N. Y. Board of Trade & Tr'n. v. Penn. R. Co.*, 4 I. C. C., 520.

The Commission will not enter an order where the carrier before commencement of proceedings or before hearing ceased the unlawful act or practice.

**Holcker-Elberg Mfg. Co. v. C., R. I. & P. R. Co.**, 25 I. C. C., 212.

**Holcomb-Hayes Co. v. Illinois Central R. R. Co.**, 12 I. C. C., 128.

**Holcomb-Hayes Co. v. Illinois Central R. R. Co.**, 13 I. C. C., 16.

**Holder, T. B. & Allen v. S. P. Co.**, 22 I. C. C., 661.

**Holdzkom, A. W., v. Michigan Central Ry. Co.**, 9 I. C. C., 42.

*Cited*: *Red Cloud Min. Co. v. So. Pac. Co.*, 9 I. C. C., 220.  
Dissenting opinion.

*Distinguished:* Johnson v. Chic., St. P., M. & O. R. Co., 9 I. C. C., 247.

The rate to interior point made by adding full local to the terminal rate not disturbed, but because of water competition over which carriers could have no control and in case of which the transportation from terminal point to the interior point, if actually rendered, would be a strictly local service involving full terminal expense at both ends of haul.

*Quoted:* Harbor City Wholesale Co. v. S. P. Co., 19 I. C. C., 331.

One of the underlying principles of the act to regulate commerce is equality between great and small.

*Cited:* City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.

The fact that the trans-continental rates are affected by water competition considered.

**Holland Blow Stave Co. v. A. C. L. R. Co., 24 I. C. C., 81.**

*Reversed:* Holland Blow Stave Co. v. A. C. L. R. Co., 27 I. C. C., 488.

The report finding that the rates on barrel staves and headings from Decatur, Ala., to western markets should be 4 cent differentials over rates from Memphis reversed and on rehearing case dismissed.

*Cited:* Moore Stave Co. v. So. Ry. Co., 30 I. C. C., 106.

Stave rates from Decatur, Ala., to the southeast are generally on a parity with similar rates from Nashville, Tenn., and 4 cents under Memphis and 8 cents under Louisville, but not less per ton mile than the Louisville rate because of less distance. This adjustment found in cited case to be not discriminatory against Decatur.

**Holland Blow Stave Co. v. A. C. L. R. Co., 27 I. C. C., 488.**

**Holland, Director, etc., v. U. Ry. Co. (U. R. A-329), 28 I. C. C., 731.**

**Holley Matthews Manufacturing Co. v. Yazoo & Mississippi Valley R. R. Co., 15 I. C. C., 436.**

**Hollingshead & Blei Co. v. P. Co., 25 I. C. C., 38.**

**Hollingshead & Blei Co. v. Pittsburg & Lake Erie R. R. Co. et al., 18 I. C. C., 193.**

**Hollis Stedman & Sons v. Chicago Northwestern Ry. Co., 13 I. C. C., 167.**

**Holmes, W. H. & Co. v. Oregon Short Line R. R. Co. et al., 19 I. C. C., 609.**

**Holmes & Co. v. Southern Ry. Co., 8 I. C. C., 561.**

*Followed:* Holmes & Co. v. So. Ry. Co. et al., 8 I. C. C., 570.

*Cited:* The Nat. Hay Asso. v. L. S. & M. S. R. Co., 9 I. C. C., 305.

*Cited:* Central Yellow Pine Asso. v. Ill. Cen. R. Co., 10 I. C. C., 535, 542.

The defendant carriers by keeping hay and straw in the sixth class and charging sixth class rates thereon for thirteen years or more, with the exception of a short period in 1894, were furnishing evidence that such classification and rates were reasonably high, and while the continuance of each classification and rates is not conclusive evidence of their reasonableness, it is in the nature of an admission against them which tends to show the unreasonableness of the advance of hay and straw to fifth class in January, 1900.

**Holmes & Co. v. Southern Ry. Co.**, 8 I. C. C., 570.

*Cited:* Holmes & Co. v. So. R. Co. et al., 8 I. C. C., 563.

These two cases were heard together, but involved different sorts of freight.

**Holt Mfg. Co. v. O.-W. R. R. & N. Co.** (U. R. A-487), 29 I. C. C., 728.

**Holverscheid & Co. v. B. & O. R. R. Co.** (U. R. A-299), 28 I. C. C., 727.

**Holverscheid, Henry & Co. v. Louisville & Nashville R. R. Co. et al.**, 18 I. C. C., 622.

**Home Lumber Co. v. Philadelphia, Baltimore & Washington R. R. Co.** (956), 12 I. C. C., 586.

**Homer Lumber Co. v. S. A. L. Ry.** (U. R. A-351), 28 I. C. C., 734.

**Homer Lumber Co. v. S. R. Co.** (U. R. A-204), 27 I. C. C., 721.

**Hood, A. B., v. Great Northern Ry. Co. et al.**, 21 I. C. C., 246.

**Hood, H. P. & Sons v. B. & M. R. R.** (3397, I. & S. 2), 20 I. C. C., 656.

**Hood, H. P. & Sons v. Delaware & Hudson Co.**, 17 I. C. C., 15.

*Cited:* Investigation and Suspension Docket No. 58, 23 I. C. C., 500.

For history of rate under consideration in present case.

**Hooker v. C. V. Ry. Co.** (5852), 28 I. C. C., 719.

**Hooper & Jennings P. C. C. v. P., C., C. & St. L. R. Co.**, 26 I. C. C., 707.

**Hoopes & Sons v. C., M. & St. P. Ry. Co.** (U. R. A-675), 30 I. C. C., 733.

**Hoosac Tunnel & Wilmington R. R. Co., D. & H. Co. v.** (U. R. A-639), 30 I. C. C., 729.

**Hoosac Tunnel & Wilmington R. R. Co., Weber & Co. v.**, 26 I. C. C., 715.

**Hope Cotton Oil Co. v. Texas & Pacific Ry. Co.**, 10 I. C. C., 696.

On cotton seed, the joint rate from certain Louisiana points to Hope, Ark., exceeded the local rate to Texarkana, Tex., plus the local rate thence to Hope. Complainant desired to secure the benefit of the lower combination of local rates by shipping on the local rate to Texarkana for the purpose of reshipping on the local rate from that point to Hope. This defendant carriers declined to permit. Held, that the shipper is within his legal rights in shipping to Texarkana for the purpose of reshipping to Hope. Damages in the sum of \$2,240 awarded complainant.

**Hope Cotton Oil Co. v. Texas & Pacific Ry. Co.**

Not reported. June, 1906. (See 20th Ann. Rep., 46.)

C. C. N. D. Texas.

Action for damages based on Commission's award of reparation dismissed on the ground that the complainant is not legally entitled to ship on the local rate to Texarkana and thence reship on the local rate to Hope.

*Cited:* Hope Cotton Oil Co. v. Texas & Pac. Ry. Co., 12 I. C. C., 267.

In the earlier case the Commission said: "To insist upon a rate of 67 cents per 100 pounds was, therefore, for all practical purposes, to decline to receive the cotton seed for shipment on any terms."

*Cited:* Leonard v. K. C. S. Ry. Co., 13 I. C. C., 586.

Where carrier publishes through rates as well as local rates and the shipper desires to ship under the local rate which is less, he may lawfully do so and carrier must accept the shipment at the less rate.

**Hope Cotton Oil Co. v. Texas & Pacific Ry. Co., 12 I. C. C., 265.**

*Cited:* Hafey v. St. L. & S. F. R. R. Co., 15 I. C. C., 247.

*Quoted:* Saunders & Co. v. So. Ex. Co., 18 I. C. C., 421.

*Quoted:* Trier v. C., St. P., M. & O. Ry. Co., 30 I. C. C., 708.

Although rates established by state authority may be valuable for the purpose of comparison, they are not conclusive of the unreasonableness of a relatively higher interstate rate.

**Hope Cotton Oil Co. v. T. & P. Ry. Co. (U. R. A-336), 20 I. C. C., 669.**

**Hope Lumber Co. v. Missouri, Kansas & Texas Ry. Co., 12 I. C. C., 191.**

**Hopkins, John D., v. Cincinnati, Hamilton & Dayton Ry. Co., 17 I. C. C., 615.**

**Hormel & Co. v. C., M. & St. P. Ry. Co., 30 I. C. C., 98.**

*Cited:* Decker & Sons v. C., M. & St. P. Ry. Co., 30 I. C. C., 548.

A rate of 18 cents on fresh meats and 16 cents on packing house products from Austin, Minn., to Chicago established in cited case.

**Hormel, Geo. A. & Co. v. C., M. & St. P. R. Co.**, 26 I. C. C., 112.

*Modified*: Hormel, Geo. A. & Co. v. C., M. & St. P. R. Co., 30 I. C. C., 99.

*Cited*: Decker & Sons v. C., M. & St. P. Ry. Co., 30 I. C. C., 548.  
Rehearing.

Rates on fresh meats and packing house products from Austin, Minn., to Chicago fixed in cited case at 18.5 cents and 16.5 cents per 100 pounds respectively. These rates on reconsideration were reduced  $\frac{1}{2}$  cent, so that 18 and 16 cents is the rate fixed in present case.

**Horst, E. Clemens, Co. v. Southern Pacific Co. et al.**, 17 I. C. C., 576.

**Horst, E. Clemens, Co. v. S. P. Co.** (U. R. A-291), 20 I. C. C., 663.

**Horton, J. Tracy, Trustee, v. E. R. Co.**, 26 I. C. C., 723.

**Houlka Tie Co. v. M. J. & K. C. R. R. Co.** (2725), 29 I. C. C., 709.

**Hours of Service Law, In re**, 13 I. C. C., 140.

**Housatonic R. R. Co., Board of Trade of Troy, Ala., v.**, 6 I. C. C., 1.

See Board of Trade of Troy, Ala. v. Ala. Midland Ry. Co.

**Housatonic R. R. Co., N. Y. & Northern Ry. Co. v.**, 4 I. C. C., 702.

**Houston & Shreveport R. R. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.

See Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

**Houston & Shreveport R. R. Co., Mayor & City Council of Wichita, Ks., v.**, 9 I. C. C., 569.

**Houston & Shreveport R. R. Co., Shreveport Traffic Asso. v.** (1670), 14 I. C. C., 641.

**Houston & Texas Central R. R. Co., Baker Lockwood Mfg. Co. v.**, 26 I. C. C., 708.

**Houston & Texas Central R. R. Co. et al., Bayou City Rice Mills v.**, 17 I. C. C., 628.

**Houston & Texas Central R. R. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.

See Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

**Houston & Texas Central R. R. Co., Commercial Club of Omaha v.**, 6 I. C. C., 647.

See Commercial Club of Omaha v. Chicago, Rock Island & Pacific Ry. Co.

- Houston & Texas Central R. R. Co., Hill & Webb v.**, 24 I. C. C., 725.
- Houston & Texas Central R. R. Co., Johnston-Larimer Dry Goods Co. v.**, 6 I. C. C., 568.
- See *Johnston-Larimer Dry Goods Co. v. Atchison, Topeko & Santa Fe Ry. Co.*
- Houston & Texas Central Ry. Co., Kauffman Milling Co. v.**, 4 I. C. C., 417.
- See *Kauffman Milling Co. v. Missouri Pac. Ry. Co.*
- Houston & Texas Central R. R. Co., Marble Falls Insulator Pin Co. v.**, 15 I. C. C., 167.
- Houston & Texas Central R. R. Co., Mayor & City Council of Wichita, Ks.**, 9 I. C. C., 534.
- See *Mayor & City Council of Wichita, Kans. v. A., T. & S. F. Ry. Co.*
- Houston & Texas Central R. R. Co., Mayor & City Council of Wichita, Ks.**, 9 I. C. C., 569.
- Houston & Texas Central R. R. Co. et al., Waco Freight Bureau et al. v.**, 19 I. C. C. 22.
- Houston Chamber of Commerce v. G., H. & S. A. R. Co.**, 23 I. C. C., 214.
- Houston Chamber of Commerce v. Houston, East & West Texas Ry. Co. et al.**, 21 I. C. C., 676.
- Houston, East & West Texas Ry. Co. et al., Block-Pollak Iron Co. v.**, 19 I. C. C., 505.
- Houston, East & West Ry. Co., Buda Co. v. (6370)**, 29 I. C. C., 714.
- Houston, East & West Texas Ry. Co. et al., Cameron, Wm. & Co., Inc. v.**, 19 I. C. C., 146.
- Houston, East & West Texas Ry. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 296.
- See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*
- Houston, East & West Texas Ry. Co. et al., Chamber of Commerce of Houston v.**, 21 I. C. C., 676.
- Houston, East & West Texas Ry. Co., Kauffman Milling Co. v.**, 4 I. C. C., 417.
- See *Kauffman Milling Co. v. Missouri Pac. Ry. Co.*

**Houston, East & West Texas Ry. Co., Mayor & City Council of Wichita, Kas., v.**, 9 I. C. C., 569.

**Houston, East & West Texas Ry. Co., McShane Lumber Co. v.** (U. R. 337), 20 I. C. C., 669.

**Houston, East & West Texas Ry. Co., Nacogdoches & Southeastern R. R. Co. v.** (1696), 14 I. C. C., 641.

**Houston Mutual Rice Trade & Development Asso. v. I. & G. N. R. Co.**, 23 I. C. C., 219.

**Houston Packing Co. v. T. & N. O. R. Co.**, 22 I. C. C., 456.

**Houston Packing Co. v. T. & N. O. R. R. Co.** (U. R. A-282), 28 I. C. C., 725.

**Houston Structural Steel Co. v. Wabash R. R. Co. et al.**, 18 I. C. C., 208.

*Distinguished:* **Clinton Bridge & Iron Works v. C., B. & Q. R. R. Co.**, 20 I. C. C., 417.

The case here is not within principle announced in cited case since it appears that complainant ordered a flat car so the rate on articles "too bulky" would rightfully apply.

*Cited:* **Merchants' & Mnfrs.' Asso. v. A. C. L. R. R. Co.**, 22 I. C. C., 469.

*Cited:* **Brunswick-Balke-Collender Co. v. A., T. & S. F. Ry. Co.**, 23 I. C. C., 398.

The minimum weight rule on bulky articles will not apply when the shipment can be loaded into a box car.

**Hovey, Charles B., v. American Express Co. et al.**, 21 I. C. C., 668.

**Howard & Bro. v. Missouri, Kansas & Texas Ry. Co.**, 12 I. C. C., 525.

See **Morgan v. M., K. & T. Ry. Co.**

**Howard, E. A. & Co. v. Galveston, Harrisburg & San Antonio Ry. Co. et al.**, 18 I. C. C., 308.

**Howard, E. A. & Co. v. Galveston, Harrisburg & San Antonio Ry. Co. et al.**, 19 I. C. C., 615.

**Howard, E. A. & Co. v. Galveston, Harrisburg & San Antonio Ry. Co. et al.**, 19 I. C. C., 616.

**Howard, E. A. & Co. v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al.**, 19 I. C. C., 615.

**Howard, E. A. & Co. v. Nashville, Chattanooga & St. Louis Ry. et al.**, 17 I. C. C., 615.



**Howard, E. A. & Co. v. Wisconsin Central Ry. Co. et al.**, 18 I. C. C., 308.

**Howard, E. A. & Co. v. W. C. R. Co.**, 23 I. C. C., 715.

**Howard, E. A. & Co. v. Yazoo & Mississippi Valley R. R. Co. et al.**, 18 I. C. C., 308.

**Howard Mills Co. v. Missouri Pacific Ry. Co.**, 12 I. C. C., 258.

*Cited and followed:* Valley Flour Mills v. A., T. & S. F. Ry. Co., 16 I. C. C., 73.

*Cited:* Electric Malting Co. v. A., T. & S. F. Ry. Co., 23 I. C. C., 380.

*Cited:* Arizona Corporation Commission v. A. & N. M. Ry. Co., 29 I. C. C., 426.

The difference between rates on wheat and on flour from Kansas points to Pacific coast terminals was prescribed. The Phoenix rate from Kansas City was also fixed but now found to work injustice and matter reconsidered.

*Quoted:* Advances in Rates on Grain, 21 I. C. C., 32.

Carriers may, in just regard for their own interest, or to meet special conditions, vary those rates within narrow limits. When once the relation has been established, when business has developed and money has been expended upon the strength of it, then the carrier cannot, in the absence of some sufficient reason, change that relation, nor would the Commission direct a change.

*Distinguished:* Texas Brewing Co. v. A., T. & S. F. Ry. Co., 21 I. C. C., 174.

The question involved in the present case is not whether defendants may lawfully make a difference between the rates on barley and malt, but whether the rates on malt are reasonable.

*Quoted:* State of Iowa v. A. C. L. R. R. Co., 24 I. C. C., 137.

There is no inflexible requirement that rates upon grain and the products of grain shall be the same.

*Cited:* Kansas-California Flour Rates, 29 I. C. C., 460.

The spread between wheat and flour fixed as a maximum at 7 cents.

**Howard Mills Co. v. Missouri Pacific Ry. Co. (868)**, 12 I. C. C., 583.

**Howard Supply Co. v. C. & O. R. R. Co. (1596)**, 14 I. C. C., 639.

**Howell, Nathaniel W., v. N. Y., Lake Erie & Western R. R. Co.**, 2 I. C. C., 272.

*Cited:* Imperial Coal Co., etc., v. Pitts. & L. E. R. R. Co., etc., 2 I. C. C. 632.

*Quoted:* Milk Pro. Pro. Asso. v. D., L. & W. R. Co., 7 I. C. C., 102, 103, 111, 164.

Grouping rates are not unlawful unless as a matter of fact the effect is to afford an undue preference. And the question whether a favorably situated locality is unjustly discriminated against by a grouped rate, or an undue preference or advantage given to the less favorably situated locality, is principally one of fact and not solely of law.

*Quoted:* Milk Pro. Pro. Asso. v. D., L. & W. R. Co., 7 I. C. C., 156.

"Taking into account the return of empty cans, the rate per 100 pounds charged upon milk shipments is about 29 1-6 cents."

*Quoted:* Milk Pro. Pro. Asso. v. D., L. & W. R. Co., 7 I. C. C., 165.

"Prudence would influence railroad managers to confine the collection of milk within the territory in which it can be most cheaply handled, and to extend the milk system no further than the increasing growth of the demand should require."

**Hudson & Rigby v. H. & B. R. Co.** (U. R. A-215), 27 I. C. C., 723.

**Hudson River Lumber Co. v. L. & P. R. Co.**, 24 I. C. C., 726.

**Hudson River Lumber Co. v. L. & P. Ry. Co.** (U. R. A-455), 29 I. C. C., 724.

**Huerfano Coal Co. v. Colorado & Southern Ry. Co.**, 17 I. C. C., 620.

**Huerfano Coal Co. v. Colorado & Southeastern R. R. Co.**, 28 I. C. C., 502.

*Cited:* Lumber Rates Through Ohio River Crossings, 29 I. C. C., 39.

*Cited:* Campbell's Creek Coal Co. v. A. A. R. R. Co., 29 I. C. C., 682, 690.

The obligation to furnish cars does not rest solely with the Louisiana & Arkansas, but on all carriers participating in the through route.

**Huerfano Coal Co. v. Denver & Rio Grande R. R. Co. et al.**, 21 I. C. C., 674.

**Hughes Creek Coal Co. v. K. & M. Ry. Co.**, 29 I. C. C., 671.

**Hughes, Effinger & Co. v. Merchants' & Miners' Transportation Co.**, 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

**Hughes, Effinger & Co. v. Old Dominion Steamship Co.**, 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

**Huiskamp Bros. Co. v. C. & N. W. Ry. Co.** (U. R. A-278), 28 I. C. C., 725.

*Cited:* John C. Haddock v. Del., Lack. & Western R. Co., 4 I. C. C., 316.  
Certain contracts relied on as defense for discrimination by a carrier in its own behalf.

*Cited:* Page v. Del., L. & W. R. Co., 6 I. C. C., 555.

While the interest of a carrier using the official classification, but not a party to the case, would ordinarily entitle it to appear and be heard in that proceeding upon application, the interest of such carrier is nevertheless indirectly in the questions involved rather than in the particular controversy, and not such an interest as in judicial proceedings would make it a necessary party to a suit.

*Cited:* Nathan Myer v. C., C. & St. L. Ry. Co., 9 I. C. C., 85.

The Commission has repeatedly exercised the power to order a change in classification.

*Quoted:* Newton Gum Co. v. C., B. & Q. Ry. Co., 16 I. C. C., 346.

A classification sheet is put before the public for its information. It is supposed to be expressed in plain terms so that the ordinary business man can understand it, and, in connection with the rate sheets, can determine himself what he can be lawfully charged for transportation. The committee who prepared this classification have no more authority in construction than anybody else, and they must leave the document, after they have given it to the public, to speak for itself.

**Hull Co. v. E. J. Ry. Co.** (U. R. A-340), 28 I. C. C., 733.

**Hull, C. W. Co. v. Missouri Pacific Ry. Co. et al.**, 21 I. C. C., 486.

**Hull, C. W. Co. v. Missouri Pacific Ry. Co. et al.**, 21 I. C. C., 683.

**Hull, C. W. Co. v. S. R. Co.**, 24 I. C. C., 302.

**Hull Vehicle Co. v. S. Ry. Co.**, 28 I. C. C., 619.

**Humbird Lumber Co., Limited, v. Northern Pacific Ry. Co. et al.**, 16 I. C. C., 449.

**Humboldt Brick Manufacturing Co. v. Chicago, Burlington & Quincy R. R. Co. et al.**, 21 I. C. C., 676.

**Humboldt Refining Co. v. M., K. & T. R. Co.**, 22 I. C. C., 363.

**Humboldt Steamship Co. v. White Pass & Yukon Route et al.**, 19 I. C. C., 105.

Complaint seeking establishment of through routes and joint rates in connection with complainant steamship line, from Seattle, Wash., to

points in Alaska, dismissed on the ground that the Commission has no jurisdiction over carriers operating in Alaska.

United States ex rel. Humboldt Steamship Co. v. Interstate Commerce Commission.

Not reported. January 6, 1911.

Supt. Ct. D. C. Barnard, J.

Petition for writ of mandamus to compel Commission to take jurisdiction of carriers in Alaska, denied.

United States ex rel. Humboldt Steamship Co. v. Interstate Commerce Commission.

37 Apps. D. C. 266. May 24, 1911.

C. C. Apps. D. C. Van Orsdel, J.

Lower court reversed with directions to issue a writ of mandamus compelling Commission to take jurisdiction and determine the case.

Interstate Commerce Commission v. United States ex rel. Humboldt Steamship Co.

224 U. S. 474. April 29, 1912. (See 26th Ann. Rep., 31.) McKenna, J.

Held that Commission has jurisdiction of carriers operating in Alaska. Decree of court of appeals affirmed.

*Cited:* Humboldt Steamship Co. v. White Pass & Yukon Route et al. 25 I. C. C., 136.

At first hearing defendants contended that they were not subjected to the provisions of the act and the jurisdiction of the Commission, and were sustained by the Commission. Later the Supreme Court (224 U. S. 474) decided that defendants came within the act, so the case was reconsidered upon merits.

Humboldt Steamship Co. v. W. P. & Y. R., 25 I. C. C., 136.

Humphreys-Godwin Co. v. C., R. I. & P. Ry. Co. (U. R. A-598), 30 I. C. C., 723.

Humphrey Supply Co. v. S. P. Co., 23 I. C. C., 714.

Hunt v. Boston & Maine R. R. (1262), 12 I. C. C., 589.

Hunt, George L., v. L. & N. R. Co., 22 I. C. C., 672.

Hunt v. New York Central & Hudson River R. R. Co. (1261), 12 I. C. C., 589.

Hunt Bros. Co. v. S. P. Co. (4897), 27 I. C. C., 704.

Hunter, Casteel & Hunter Co. v. L. H. P. & P. Ry. Co. (U. R. A-385), 28 I. C. C., 738.

Huntingdon Lumber Co. v. I. C. R. Co., 23 I. C. C., 507.

**Hurlburt, Frank L., v. Lake Shore & Michigan Southern Ry. Co.**, 2 I. C. C., 122.

**Hurlburt, Frank L., v. Pa. R. R. Co.**, 2 I. C. C., 130.

**Huron Milling Co. v. P. M. R. R. Co.** (U. R. A-396), 28 I. C. C., 740.

**Hussey v. Chicago, Rock Island & Pacific Ry. Co.**, 13 I. C. C., 366.

*Followed:* Chandler, Cotton Oil Co. v. Ft. Smith & W. R. R. Co., 13 I. C. C., 474.

When a former Territory becomes a State, the Commission's authority to further regular former "intraterritory" matters is ipso facto vacated.

**Hussey v. Chicago, Rock Island & Pacific Ry. Co.**, 14 I. C. C., 215.

**Hutcheson, C. L. & Co. v. Central of Georgia Ry. Co.**, 16 I. C. C., 523.

**Hutchison-McCandlish Coal Co. v. Baltimore & Ohio R. R. Co. et al.**, 16 I. C. C., 360.

**Hutchison Mill Co. v. A., T. & S. F. R. Co.**, 25 I. C. C., 180.

**Hydraulic Pressed Brick Co. v. Mobile & Ohio R. R. Co. et al.**, 19 I. C. C., 530.

*Cited:* Evens & Howard Fire Brick Co. v. St. L., I. M. & S. Ry. Co., 25 I. C. C., 148.

The rate on brick, from transportation standpoint there should be no difference made between paving, pressed or face brick, or fire brick and all should take same rate.

*Cited:* Capital Electric Co. v. B. & O. C. T. R. R. Co., 26 I. C. C., 474.

It appearing that the volume of tonnage of the finished article is very much less than that of the ordinary untreated pipe, this fact may be considered in determining the relation of rates as between the two.

**Hydraulic Press Brick Co. v. St. Louis & San Francisco R. R. Co.**, 13 I. C. C., 342.

*Cited:* Evens & Howard Fire Brick Co. v. St. L., I. M. & S. Ry. Co., 25 I. C. C., 148.

The short line distance from St. Louis to New Iberia, La., held to be 835 miles, the route over which the shipment moved to be 1208 miles, and a rate of 30 cents on enameled brick established.

**Hydraulic Pressed Brick Co. v. St. Louis & San Francisco R. R. Co. et al.**, 19 I. C. C., 532, 554.

- Hydraulic Pressed Brick Co. v. Toledo, St. Louis & Western R. R. Co.**, 19 I. C. C., 607.
- Hydraulic Press Brick Co. v. Vandalia R. R. Co.**, 15 I. C. C., 175.
- Hyman v. L. & N. R. R. Co.** (U. R. A-589), 30 I. C. C., 722.
- Hysham, Charles J., v. Chicago, Burlington & Quincy Ry. Co.**, 18 I. C. C., 608.
- Hysham & McPherson v. Chicago, Burlington & Quincy Ry. Co.**, 19 I. C. C., 601.

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- Iberia & Vermillion R. R. Co., Hill & Webb v.**, 24 I. C. C., 725.
- Iberia & Vermillion R. R. Co., Hill & Webb v.** (U. R. 33), 20 I. C. C., 668.
- Idaho Commercial Clubs' Southern League v. Oregon Short Line R. R. Co. et al.**, 18 I. C. C., 562.
- See *League of Southern Idaho Commercial Clubs v. O. S. L. R. R. Co.*
- Cited*: **R. R. Com. of Mont. v. D. & R. G. R. R. Co.**, 27 I. C. C., 524.  
A rate of \$3.50 per ton on coal in carloads from Rock Springs and Kemerer, Wyo., to certain points in Idaho, ranging in distance from 246 miles to 563 miles, the average being 389 miles, fixed in cited case.
- Idaho Lime Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 19 I. C. C., 139.
- Idaho Lime Co. v. A., T. & S. F. R. Co.**, 23 I. C. C., 713.
- Idaho Wholesale Grocery Co. v. H. G. H. & S. A. R. Co.**, 25 I. C. C., 714.
- Idelman Bros. Co. v. C., B. & Q. R. Co.**, 24 I. C. C., 711.
- Idelman Bros. Co. v. C., I. & L. R. Co.** (U. R. A-189), 27 I. C. C., 719.
- Iglehart, Thomas H., v. P. Co.** (U. R. A-228), 27 I. C. C., 725.
- Illinois Central R. R. Company and 112 other cases disposed of in order of January 27, 1909, Joice Company v.**, 15 I. C. C., 239.
- See *Joice & Co. v. I. C. R. R. Co.*
- Illinois Central R. R. Co., Acme Cement Plaster Co. v.**, 17 I. C. C., 620.
- Illinois Central R. R. Co., Adams & Co. v.**, 24 I. C. C., 713.
- Illinois Central R. R. Co., American Creosoting Works, Ltd., v.**, 15 I. C. C., 160.

**Illinois Central R. R. Co. et al., American Creosote Works, Ltd., v.,** 17 I. C. C., 615.

**Illinois Central R. R. Co. et al., American Creosote Works, Ltd., v.,** 18 I. C. C., 212.

See *American Creosote Works, Ltd., v. I. C. R. R. Co.*

**Illinois Central R. R. Co. et al., American Creosote Works, Ltd., v.,** 19 I. C. C., 314.

**Illinois Central R. R. Co., American Warehousemen's Asso. v.,** 7 I. C. C., 556.

See *American Warehousemen's Asso. v. Illinois Central R. R. Co.*

**Illinois Central R. R. Co. et al., Austin Manufacturing Co. v.,** 17 I. C. C., 625.

**Illinois Central R. R. Co. et al., Bartlett Commission Co. v.,** 19 I. C. C., 533.

See *St. Louis Hay & Grain Co. v. M. & O. R. R. Co.*

**Illinois Central R. R. Co., Barrow, C. M., v.,** 10 I. C. C., 333.

**Illinois Central R. R. Co., Beatrice Creamery Co. v.,** 15 I. C. C., 109.

See *Beatrice Creamery Co. v. I. C. R. R. Co.*

**Illinois Central R. R. Co., Beekman Lumber Co. v.,** 20 I. C. C., 98.

**Illinois Central R. R. Co. et al., Black Horse Tobacco Co. v.,** 17 I. C. C., 588.

See *Black Horse Tobacco Co. v. I. C. R. R. Co.*

**Illinois Central Railroad Co., Board of R. R. Com'rs of Iowa v.,** 20 I. C. C., 181.

See *R. R. Com'rs of Iowa v. I. C. R. R. Co.*

**Illinois Central R. R. Co., Board of Trade of City of Chicago v.,** 4 I. C. C., 158.

See *Chicago Board of Trade v. Chic. & Alton R. R. Co.*

**Illinois Central R. R. Co., Board of Trade of Chicago v.,** 26 I. C. C., 545.

**Illinois Central R. R. Co. et al., Board of Trade of New Orleans et al. v.,** 17 I. C. C., 496.

**Illinois Central R. R. Co., Board of Trade of Troy, Ala., v.,** 6 I. C. C., 1.

See *Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.*

**Illinois Central R. R. Co., Boyer, W. H. & Co. v.,** 7 I. C. C., 55.

**Illinois Central R. R. Co., Brookland Cooperage Co. v.**, 22 I. C. C., 358.

**Illinois Central R. R. Co., Carpenter v.** (U. R. A-520), 29 I. C. C., 733.

**Illinois Central R. R. Co., Cattle Raisers' Asso. of Texas v.**, 10 I. C. C., 83.

See *Cattle Raisers' Asso. of Tex. v. Chicago, Burlington & Quincy R. R. Co.*

**Illinois Central R. R. Co., Cattle Raisers' Asso. v.**, 11 I. C. C., 277, 296.

See *Cattle Raisers' Asso. v. C., B. & Q. R. R. Co., and Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

**Illinois Central R. R. Co., Central Commercial Co. v.**, 23 I. C. C., 715.

**Illinois Central R. R. Co., Central Yellow Pine Asso. v.**, 10 I. C. C., 505.

See *Central Yellow Pine Asso. v. Illinois Central R. R. Co.*

**Illinois Central R. R. Co., Chamber of Comm. of the City of Milwaukee v.**, 7 I. C. C., 481.

See *Chamber of Commerce of the City of Milwaukee v. Chicago, Milwaukee & St. Paul Ry. Co.*

**Illinois Central R. R. Co., Chamber of Commerce of the City of Milwaukee v.** (1614), 14 I. C. C., 640.

See *Chamber of Commerce of Milwaukee v. I. C. R. R. Co.*

**Illinois Central R. R. Co., Chappelle, Pat, v.**, 19 I. C. C., 56.

**Illinois Central R. R. Co., Charlotte Shippers' Asso. v.**, 11 I. C. C., 108.

See *Charlotte Shippers' Asso. v. S. Ry. Co.*

**Illinois Central R. R. Co., Chicago & Milwaukee Electric R. R. Co. v.**, 13 I. C. C., 20.

See *Chicago & Milwaukee Electric R. R. Co. v. I. C. R. R. Co.*

**Illinois Central R. R. Co., Chicago Freight Bureau v.**, 6 I. C. C., 195.

See *Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.*

**Illinois Central R. R. Co., Chicago Live Stock Ex. v.**, 10 I. C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

**Illinois Central R. R. Co., Clarke, George W., v.**, 16 I. C. C., 604.



Illinois Central R. R. Co., Clark-Danforth Handle Co. v. (U. R. A-570), 30 I. C. C., 719.

Illinois Central R. R. Co., Cohankus Mfg. Co. v., 24 I. C. C., 717.

Illinois Central R. R. Co., Continental Bridge Co. v. (3529), 20 I. C. C., 656.

Illinois Central R. R. Co., Crescent Lumber Co. v., 20 I. C. C., 228.

Illinois Central R. R. Co., Davies, Edward G., v., 16 I. C. C., 376.

See Davies v. I. C. R. R. Co.

Illinois Central R. R. Co. et al., Davies, Edward G., v., 17 I. C. C., 186.

Illinois Central R. R. Co., Davies, Edward G. v., 19 I. C. C., 3.

Illinois Central R. R. Co., Durham v., 12 I. C. C., 37.

Illinois Central R. R. Co., Durham v. (786), 12 I. C. C., 582.

Illinois Central R. R. Co., East Dubuque Supply Co. v., 28 I. C. C., 425.

Illinois Central R. R. Co., East Dubuque Supply Co. v. (U. R. A-403), 29 I. C. C., 717.

Illinois Central R. R. Co., Eastman, Gardiner & Co. v., 29 I. C. C., 94.

Illinois Central R. R. Co., Elvey, Charles, v., 3 I. C. C., 652.

Illinois Central R. R. Co., Evans & Co. v., 24 I. C. C., 714.

Illinois Central R. R. Co., Evans & Co. v. (U. R. A-492), 29 I. C. C., 729.

Illinois Central R. R. Co., Fairmont Creamery Co. v., 15 I. C. C., 109.

See Beatrice Creamery Co. v. I. C. R. R. Co.

Illinois Central R. R. Co., Ford Mfg. Co. v., 25 I. C. C., 432.

Illinois Central R. R. Co. et al., Fort Dodge Commercial Club, of Fort Dodge, Iowa, v., 16 I. C. C., 572.

Illinois Central R. R. Co., Franke Grain Co. v., 27 I. C. C., 625.

Illinois Central R. R. Co., Geismar & Heyman v. (U. R. A-609), 30 I. C. C., 724.

Illinois Central R. R. Co., Gifford Co. v., 26 I. C. C., 715.

Illinois Central R. R. Co., Grain Shippers' Asso. of Northwest Iowa v., 8 I. C. C., 158.

See Grain Shippers' Asso. of Northwest Iowa v. Illinois Central R. R. Co.

**Illinois Central R. R. Co., Grenada Oil Mill v.,** 24 I. C. C., 318.

**Illinois Central R. R. Co., Gustin, A. J., v.,** 7 I. C. C., 376.

See *Gustin v. Illinois Central R. R. Co.*

**Illinois Central R. R. Co., Gustin, A. J.,** 8 I. C. C., 277.

See *Gustin v. A., T. & S. F. Ry. Co.*

**Illinois Central R. R. Co., Harth Bros. Grain Co. v.,** 12 I. C. C., 448.

**Illinois Central R. R. Co., Holcomb-Hayes Co. v.,** 12 I. C. C., 128.

**Illinois Central R. R. Co. et al., Henderson Elevator Co. v.,** 17 I. C. C., 573.

See *Henderson Elevator Co. v. I. C. R. R. Co.*

**Illinois Central R. R. Co., Hezel Milling Co. v.,** 5 I. C. C., 57.

**Illinois Central R. R. Co., Holcomb-Hayes Co. v.,** 13 I. C. C., 16.

**Illinois Central R. R. Co., Holmes & Co. v.,** 8 I. C. C., 561.

See *Holmes v. Southern Ry. Co.*

**Illinois Central R. R. Co., Huntingdon Lumber Co. v.,** 23 I. C. C., 507.

**Illinois Central R. R. Co., Indianapolis Freight Bureau v.,** 15 I. C. C., 567.

See *Indianapolis Freight Bureau v. P. R. R. Co.*

**Illinois Central R. R. Co., Johnson, Charles H.,** 9 I. C. C., 221.

**Illinois Central R. R. Co., Kehoe & Co. v.,** 14 I. C. C., 541.

**Illinois Central R. R. Co. et al., Kentucky Wagon Manufacturing Co. v.,** 18 I. C. C., 360.

See *Kentucky Wagon Mfg. Co. v. I. C. R. R. Co.*

**Illinois Central R. R. Co. et al., Keystone Coal Co. v.,** 16 I. C. C., 336.

**Illinois Central R. R. Co. et al., Keystone Coal Co. v.,** 17 I. C. C., 604.

**Illinois Central R. R. Co. et al., Klyce, Henry A. Co. v.,** 19 I. C. C., 567.

**Illinois Central R. R. Co. et al., Lagomarcino-Grupe Co. et al. v.,** 16 I. C. C., 151.

**Illinois Central R. R. Co., Lang & Ouverson v.,** 26 I. C. C., 723.

**Illinois Central R. R. Co., Lee Co. v.,** 28 I. C. C., 515.

- Illinois Central R. R. Co., Lee Co. v.** (U. R. A-161), 27 I. C. C., 715.
- Illinois Central R. R. Co., Lee Co. v.** (U. R. A-422), 29 I. C. C., 720.
- Illinois Central R. R. Co., Lehman-Higginson Grocer Co. v.,** 10 I. C. C., 460.
- Illinois Central R. R. Co., Lewis-Vidgero-Loomis Co. v.,** 25 I. C. C., 710.
- Illinois Central R. R. Co., L. Lippman & Co. v.,** 2 I. C. C., 584.
- See Lippman & Co v. Ill. Cen. R. R. Co.
- Illinois Central R. R. Co., Asbury Smith Logsdon v.,** 24 I. C. C., 624.
- Illinois Central R. R. Co., Mayor & City Council of Wichita, Ks., v.,** 9 I. C. C., 534.
- See Mayor & City Council of Wichita, Kans., v. A., T. & S. F. Ry. Co.
- Illinois Central R. R. Co. et al., Memphis Cotton Oil Co. et al. v.,** 17 I. C. C., 313.
- See Memphis Cotton Oil Co. v. I. C. R. R. Co.
- Illinois Central R. R. Co., Memphis Freight Bureau v.,** 27 I. C. C., 1, 507.
- Illinois Central R. R. Co., Memphis Freight Bureau v.** (U. R. A-488), 29 I. C. C., 728.
- Illinois Central R. R. Co., Memphis Feright Bureau for Memphis Rice Mill v.,** 30 I. C. C., 471.
- Illinois Central R. R. Co., Memphis Freight Bureau v.** (U. R. A-632), 30 I. C. C., 728.
- Illinois Central R. R. Co., Memphis Grain & Hay Co. v.,** 24 I. C. C., 600.
- Illinois Central R. R. Co. et al., Merchants Cotton Press & Storage Co. et al. v.,** 17 I. C. C., 98.
- Illinois Central R. R. Co., Merriam & Holmquist Co. v.** (1271), 13 I. C. C., 682.
- Illinois Central R. R. Co., Metropolis Commercial Club v.,** 30 I. C. C., 40.
- Illinois Central R. R. Co., Miller v.,** 26 I. C. C., 722.
- Illinois Central R. R. Co., Mine Rating v.,** 25 I. C. C., 286.
- Illinois Central R. R. Co., Missouri & Illinois Coal Co. v.,** 22 I. C. C., 39.
- See Missouri & Illinois Coal Co. v. I. C. R. R. Co.
- Illinois Central R. R. Co. et al., Mitchell Bros. v.,** 19 I. C. C., 611.

- Illinois Central R. R. Co. et al., Montague, W. W. & Co. v.**, 17 I. C. C., 72.  
See *Montague v. A., T. & S. F. Ry. Co.*
- Illinois Central R. R. Co., Moore Stave Co. v.**, 24 I. C. C., 725.
- Illinois Central R. R. Co., Morris-Johnson-Brown Mfg. Co. v.**, 30 I. C. C., 443.
- Illinois Central R. R. Co., National Refrigerator & Butchers Supply Co. v.**, 20 I. C. C., 64.
- Illinois Central R. R. Co., New Albany Box & Basket Co. v.**, 16 I. C. C., 315.  
See *New Albany Box & Basket Co. v. I. C. R. R. Co.*
- Illinois Central R. R. Co. et al., New Orleans Board of Trade et al. v.**, 17 I. C. C., 496.  
See *New Orleans Board of Trade v. I. C. R. R. Co.*
- Illinois Central R. R. Co., New Orleans Board of Trade, Ltd., v.** 23 I. C. C., 465.  
See *New Orleans Board of Trade v. I. C. R. R. Co.*
- Illinois Central R. R. Co., New Orleans Board of Trade v.**, 29 I. C. C., 32.  
See *New Orleans Board of Trade v. Ill. Cen. R. R. Co.*
- Illinois Central R. R. Co., New Orleans Cotton Exchange v.**, 3 I. C. C., 534.  
See *New Orleans Cotton Exchange v. Ill. Cen. R. R. Co.*
- Illinois Central R. R. Co., N. Y. Board of Trade & Transportation v.**, 4 I. C. C., 447.  
See *N. Y. Board of Trade, etc., v. Penn. R. R. Co.*
- Illinois Central R. R. Co. et al., Nitrate Agencies Co. v.**, 18 I. C. C., 623.
- Illinois Central R. R. Co., Omaha Cooperage Co. v. (U. R. A-629),** 30 I. C. C., 727.
- Illinois Central R. R. Co., Orgill Bros. & Co. v. (U. R. A-209),** 27 I. C. C., 722.
- Illinois Central R. R. Co., Paducah Board of Trade v.** 29 I. C. C., 583, 593.  
See *Paducah B'd of Trade v. I. C. R. R. Co.*
- Illinois Central R. R. Co., Paducah Box & Basket Co. v.**, 26 I. C. C., 721.

- Illinois Central R. R. Co., Paducah Box & Basket Co. (Inc.) v. (U. R. A-582).**  
30 I. C. C., 721.
- Illinois Central R. R. Co., Paducah Cooperage Co. v.,** 25 I. C. C., 372.
- Illinois Central R. R. Co., Peycke Broa. Com. Co. v. (6002),** 28 I. C. C., 720.
- Illinois Central R. R. Co., Phillips & Co. v.,** 14 I. C. C., 199.  
See Nicola Stone & Myers Co. v. L. & N. R. R. Co.
- Illinois Central R. R. Co., Phillips, Bailey & Co. v.,** 8 I. C. C., 93.  
See Phillips, Bailey & Co. v. Louisville & Nashville R. R. Co.
- Illinois Central R. R. Co., Pittsburg Plate Glass Co. v.,** 13 I. C. C., 87.  
See Pittsburg Plate Glass Co. v. I. C. R. R. Co.
- Illinois Central R. R. Co., Planters' Compress Co. v.,** 11 I. C. C., 382.  
See Planters' Compress Co. v. C., C., C. & St. L. Ry. Co.
- Illinois Central R. R. Co. et al., Pleasant Hill Lumber Co. v.,** 16 I. C. C., 335.
- Illinois Central R. R. Co., Ponchatoula Farmers' Association, Ltd., v.,** 19 I. C. C., 513.  
See Ponchatoula Farmers' Asso. v. I. C. R. R. Co.
- Illinois Central Ry. Co., Rice, George, v.,** 1 I. C. C., 503.  
See Rice v. L. & N. R. R. Co.
- Illinois Central R. R. Co., Rice, George, v.,** 4 I. C. C., 228.  
See Rice v. A., T. & S. F. Ry. Co.
- Illinois Central R. R. Co., Gough, Richard & Co. v.,** 15 I. C. C., 280.
- Illinois Central R. R. Co., River & Rail Coal & Coke Co. v.,** 21 I. C. C., 666.
- Illinois Central Coal & Coke Co. et al., Roberts Cotton Oil Co. v.,** 21 I. C. C., 248.
- Illinois Central R. R. Co., Rock Spring Distilling Co. v.,** 27 I. C. C., 54.  
See Rock Spring Distilling Co. v. Ill. Cen. R. R. Co.
- Illinois Central R. R. Co., Rock Springs Distilling Co. v.,** 29 I. C. C., 18.
- Illinois Central R. R. Co., Roseland Truck Farmers' Asso. v. (U. R. A-615).**  
30 I. C. C., 725.

**Illinois Central R. R. Co. et al., Sage & Co. v.**, 18 I. C. C., 195.

**Illinois Central R. R. Co., St. Louis Hay & Grain Co. v.**, 11 I. C. C., 82, 90, 486.

See *St. Louis Hay & Grain Co. v. Chicago, B. & Q. R. R. Co.*, and *St. Louis Hay & Grain Co. v. M. & O. R. R. Co.*, and *St. Louis Hay & Grain Co. v. I. C. R. R. Co.*

**Illinois Central R. R. Co., Sanguinetti v.**, 22 I. C. C., 185.

**Illinois Central R. R. Co., Shiel & Co. v.**, 12 I. C. C., 210.

See *Shiel & Co. v. I. C. R. R. Co.*

**Illinois Central R. R. Co. et al., Sheil, R. R. & Co. v.**, 21 I. C. C., 659.

**Illinois Central R. R. Co. et al., Shoecraft, S. & Son Co. v.**, 19 I. C. C., 492.

**Illinois Central R. R. Co. et al., Sondheimer, E. Co. v.**, 17 I. C. C., 60.

See *Sondheimer Co. v. I. C. R. R. Co.*

**Illinois Central R. R. Co., Sondheimer, E. Co. v.**, 20 I. C. C., 606.

See *Sondheimer Co. v. I. C. R. R. Co.*

**Illinois Central R. R. Co. et al., Southern Bitulithic Co. v.**, 17 I. C. C., 300.

**Illinois Central R. R. Co., Steinfeld, Albert & Co. v.**, 20 I. C. C., 12.

**Illinois Central R. R. Co., Suffern Grain Co. v.**, 22 I. C. C., 178.

See *Suffern Grain Co. v. I. C. R. R. Co.*

**Illinois Central R. R. Co., Suffern Grain Co. v.**, 27 I. C. C., 192.

**Illinois Central R. R. Co., Tampa Board of Trade v.**, 30 I. C. C., 377.

**Illinois Central R. R. Co., Thomas v. (1559)**, 14 I. C. C., 638.

**Illinois Central R. R. Co., Thompson Lumber Co. v.**, 13 I. C. C., 657.

See *Thompson Lumber Co. v. I. C. R. R. Co.*

**Illinois Central R. R. Co., Thompson Lumber Co. v.**, 14 I. C. C., 566.

**Illinois Central R. R. Co. et al., Thompson, J. W. Lumber Co. et al. v.**, 18 I. C. C., 83.

**Illinois Central R. R. Co., Thompson-Thayer-McCowan v.**, 22 I. C. C., 665.

**Illinois Central R. R. Co., Tone Bros. v.**, 26 I. C. C., 279.

- Illinois Central R. R. Co., Traer v., 13 I. C. C., 451.
- Illinois Central R. R. Co., Traffic Asso. of St. Louis Coffee Importers v., 28 I. C. C., 484.
- Illinois Central R. R. Co., United States Cast Iron Pipe & Fdry. Co. v. (U. R. A-314), 28 I. C. C., 729.
- Illinois Central R. R. Co., Waller & Co. v., 12 I. C. C., 448.
- Illinois Central R. R. Co. et al, Waller, A. & Co. v., 17 I. C. C., 573.
- Illinois Central R. R. Co., Waller, Young & Co. v., 12 I. C. C., 448.
- Illinois Central R. R. Co. et al, Werner, Louis, Saw Mill Co. v., 17 I. C. C., 388.
- Illinois Central R. R. Co. et al, Western Stoneware Co. v., 19 I. C. C., 607.
- Illinois Central R. R. Co., Woodward, Wight & Co. v. (3239), 20 I. C. C., 654.
- Illinois Central R. R. Co., Wm. Wrigley, Jr., v., 10 I. C. C., 412.
- Illinois Central R. R. Co., Young & Cutsinger v., 26 I. C. C., 721.
- Illinois Collieries, Glen W. Traer, Receiver, v. Chicago, Burlington & Quincy R. R. Co., 14 I. C. C., 165.
- Illinois Leather Co., C., M. & St. P. Ry. Co. (U. R. A-497), 29 I. C. C., 730.
- Illinois Terminal R. R. Co., Federal Cigar Co. v. (U. R-322), 20 I. C. C., 667.
- Illinois Terminal R. R. Co., Standard Oil Co. v., 23 I. C. C. 369.
- Illinois Terminal R. R. Co., Standard Oil Co. v., 26 I. C. C., 724.
- Immigration, Agriculture & Forestry State Board et al. v. Kentucky & Indiana Bridge & R. R. Co. et al., 18 I. C. C., 612.
- Immigration Commissioner at New York Port v. New York Central & Hudson River R. R. Co., 18 I. C. C., 607.
- Imperial Candy Co. v. Chicago, Burlington & Quincy Ry. Co. et al., 21 I. C. C., 677.
- Imperial Coal Co., and Andrews, Hitchcock & Co., v. Pittsburg & Lake Erie R. R. Co., 2 I. C. C., 618.
- Cited:* Mary O. Stone & Th. Carten v. Del., Gr. H. & M. Ry. Co., 3 I. C. C., 639.
- Cited:* Milk Pro. Pro. Asso. v. D., L. & W. R. R. Co., 7 I. C. C., 164.
- Cited:* Muskogee Traffic Bureau v. A., T. & S. F. Ry. Co., 17 I. C. C., 173.
- The grouping of rates is a system of rate making always recognized by Commission as proper except where some shippers or consignees are

really damaged by the rates offered while others are correspondingly benefited.

*Cited:* Savannah Bu. of Frt. & Trans. v. Chas. & S. R. Co., 7 I. C. C., 474.

Often in rate making, distance is altogether disregarded and it has been held that this may be proper within certain limits and under certain conditions.

*Cited:* Ft. Dodge Com. Club v. I. C. R. Co., 16 I. C. C., 582.

*Cited:* Greater Des Moines Committee v. C., M. & St. P. Ry. Co., 18 I. C. C., 78.

It was not the purpose of the act to compel the establishment of rates solely according to mileage, and that the public benefits, the greater volume of business to carriers warranting lower rates to all, through force of competition, and many other potent considerations might far outweigh a claim of right founded only on geographic location.

*Cited and explained:* Boileau v. P. & L. E. R. R. Co., 22 I. C. C., 646.

The case was decided two years after the effective date of the act. Since that time conditions have materially changed for the better on the defendant road.

**Imperial Wheel Co. v. St. L., I. M. & S. Ry. Co.,** 20 I. C. C., 56.

**Import Rates,** 27 I. C. C., 245.

**Independent Brewing & Mault Co. v. Chicago, Milwaukee & St. Paul Ry. Co.,** 17 I. C. C., 624.

**Independent Oil Co. v. Pittsburg & Lake Erie R. R. Co. et al.,** 19 I. C. C., 603.

**Independent Refiners' Asso. of Oil City, Pa., v. Pa. R. R. Co.,** 5 I. C. C., 415.

See Independent Refiners' Asso., etc., v. W. N. Y. & Pa. R. R. Co.

**Independent Refiners' Asso. of Oil City, Pa., v. Pa. R. R. Co.,** 6 I. C. C. 52, 449.

**Independent Refiners' Asso. of Oil City, Pa. v. Western New York & Pa. R. R. Co.,** 5 I. C. C., 415.

Carriers ordered to cease charging an additional sum for the transportation of the barrel in connection with the shipment of oil in barrels while imposing no additional charge for the transportation of the tank in connection with the shipment of oil in tanks, or else furnish tank cars to all shippers applying therefor, on the ground that the existing practice constitutes an undue prejudice. Reparation to be awarded.



Interstate Commerce Commission v. Western New York & Pennsylvania R. R. Co.

82 Fed. 192. July 3, 1897.

C. C. W. D. Pa. Acheson, J.

Commission's order held to be valid. Carriers ordered to obey such order, except that part of the order which awarded pecuniary reparation, the court holding that an equity court has no jurisdiction of the reparation feature, the proper tribunal being a law court.

Penn Refining Co. v. Western New York & Pennsylvania R. R. Co.

Not reported. February 12, 1903.

C. C. W. D. Pa.

Damages awarded to shippers in two statutory law actions, based on Commission's award.

Western New York & Pennsylvania R. R. Co. v. Penn Refining Co.

137 Fed. 343. May 1, 1905.

C. C. A., 3d Cir. Bradford, J.

Judgments in favor of shippers reversed on the ground, among others, that the mere opinions of the Commission are inadmissible in evidence in actions for enforcement of awards of reparation, the court holding that the "findings" of the Commission made prima facie evidence by the law are those findings so prepared and arranged in the Commission's reports that they can be offered in evidence unaccompanied by extraneous or incompetent legal arguments, opinions, or conclusions.

Penn Refining Co. v. Western New York & Pennsylvania R. R. Co.

208 U. S. 208. January 27, 1908. Peckham, J.

Judgment of court of appeals, denying pecuniary reparation, affirmed on the ground that barrel-oil shippers who had not demanded tank cars cannot be said to have been discriminated against; that there is no showing that the barrel-oil shippers had demanded tank cars; and that, therefore, they are not entitled to pecuniary reparation for the amounts paid by them on the barrels.

Independent Refiners' Asso. of Titusville v. Pennsylvania R. R. Co.

6 I. C. C. 52. October 19, 1893.

Docket No. 163. Op. 160. By the Commission.

Rehearing granted to Pennsylvania R. R. Co.

Independent Refiners' Asso. of Titusville v. Western New York & Pennsylvania R. R. Co.

6 I. C. C. 378. October 22, 1895. (See 9th Ann. Rep., 33.)

Docket Nos. 153, 154. Op. 178. By the Commission.

Reparation awarded to shippers paying the additional charge on barrel-oil shipments.

Independent Refiners' Asso. of Titusville v. Pennsylvania R. R. Co.  
6 I. C. C. 449. October 22, 1895. By the Commission.

Docket No. 163. Op. 178.

Upon rehearing it was determined that claimants not having proved their individual claims, suit should be brought by them under section 16 for enforcement of Commission's order defining basis of reparation.

*Cited:* Truck Farmers' Asso. v. Northeastern R. Co., 6 I. C. C., 316.

Where a carrier pays mileage for a car which is employed in the service of shippers, it is the carriers, and not the party or company from whom the car is rented, who furnishes the car to the shipper. There is no privity of contract between the car owner and the shipper.

**Independent Refiners' Asso. of Oil City, Pa., v. Western N. Y. & Pa. R. R. Co., 6 I. C. C., 378.**

*Cited:* Cattle Raisers' Asso. v. Ft. Worth & D. C. R. Co., 7 I. C. C., 537.

The lessor road held liable for damages accruing to shippers by unlawful practices during period of lease.

*Cited:* Cattle Raisers' Asso. v. Ft. Worth & D. C. R. Co., 7 I. C. C., 555.

The proper parties to make proof of damage are the members of the complainant association. The Cattle Raisers' Asso. as an association has suffered no damage.

*Quoted:* Through Routes and Through Rates, 12 I. C. C., 169.

"The mere circumstance that the particular carrier received a share of the total through charge which was equal to its individually established rate from Boston to the points of destination, is altogether insufficient to make shipments take on a purely local character over the B. & M.

*Cited:* Sondheimer Co. v. I. C. R. R. Co., 20 I. C. C., 610.

*Cited:* Webster Groc. Co. v. C. & N.-W. Ry. Co., 21 I. C. C., 21.

Carriers under a joint rate are severally liable for damages resulting from any violations of the act in which they participate, and where the law specifically provides for the individual liability of any carrier concerned for the full amount of damages sustained through enforced payment of excessive charges for transportation or other practices made unlawful by the statute, it is not necessary to have all the carriers over any particular route before the Commission to enable it to direct reparation for wrongs inflicted upon shippers under such charges or practices.

**Independent Refiners' Asso. of Titusville, Pa., v. Pa. R. R. Co.,** 5 I. C. C., 415.

See *Independent Refiners' Asso., etc., v. W. N. Y. & Pa. R. R. Co.*

**Independent Refiners' Asso. of Titusville, Pa., v., Pa. R. R. Co.,** 6 I. C. C., 52, 499.

**Independent Refiners' Asso. of Titusville, Pa., v. Western N. Y. & Pa. R. R. Co.,** 6 I. C. C., 378.

*Cited:* *Evans v. Union P. R. Co.,* 6 I. C. C., 527.

Receivers of railroad companies are common carriers subject to the prohibitions and requirements of, and to regulation under, the provision of the act.

*Cited:* *Cattle Raisers' Asso. v. C., B. & Q. R. Co.,* 10 I. C. C., 98.

It has been practice of Commission to order reparation in behalf of the members of complaining associations.

**Independent Supply Co. v. Cumberland & Pa. R. R. Co.,** 20 I. C. C., 66.

**Indiana, Decatur & Western Ry. Co., Suffren, Hunt & Co. v.,** 7 I. C. C., 255.

See *Suffren, Hunt & Co. v. Indiana, Decatur & Western Ry. Co.*

**Indiana Harbor Belt R. R. Co., Briggs & Turivas v. (U. R. A-139),** 27 I. C. C., 712.

**Indiana Harbor Belt R. R. Co., Colorado Chemical & Spray Co. v. (U. R. A-613),** 30 I. C. C., 725.

**Indiana Harbor Belt R. R. Co., Corrugated Bar Co. v.,** 24 I. C. C., 705.

**Indiana Harbor Belt R. R. Co. et al., Prahlow, R., v.** 19 I. C. C., 572.

**Indiana R. R. Commission v. Kentucky & Indiana Bridge & R. R. Co.,** 14 I. C. C., 563.

See *R. R. Com. of Ind. v. Ky. & Ind. B. & R. R. Co.*

**Indiana State R. R. Commission v. Southern Indiana Ry. Co.,** 17 I. C. C., 603.

**Indiana R. R. Commission v. W. R. Co.,** 23 I. C. C., 195.

See *Indianapolis Freight Bureau v. C., C. & St. L. Ry. Co.*

**Indiana State v. Pullman Co.,** 20 I. C. C., 25.

**Indiana Stave Co. v. Paragould Southeastern Ry. Co. et al.,** 21 I. C. C., 668.

**Indiana Sewer Pipe Co. v. C. & E. I. R. R. Co. (4977),** 28 I. C. C., 712.

**Indiana Steel & Wire Co. v. Chicago, Rock Island & Pacific Ry. Co. et al**,  
16 I. C. C., 155.

*Cited:* R. R. Com. of Tenn. v. Ann Arbor R. R. Co., 17 I. C. C., 421.

A carrier which hauls traffic 80 miles out of a total haul of 1,306 miles will not be permitted to create and perpetuate a discriminatory rate.

*Cited:* Elk Cement & Lime Co. v. B. & O. R. R. Co., 22 I. C. C., 89.

In so far as the carriers which make joint through rates to Detroit and other consuming points also make rates from the Lehigh alley district mills to competitive central freight association points, they unduly discriminate against the Michigan producers and relatively they are at a disadvantage.

*Cited:* Ashland Fire Brick Co. v. S. Ry. Co., 22 I. C. C., 120.

*Cited:* Scott Paper Co. v. P. R. R. Co., 26 I. C. C., 604.

*Cited:* Coke Producers' Asso. v. B. & O. R. R., 27 I. C. C., 144.

*Cited:* Memphis Frt. Bu. v. B. & O. R. R., 28 I. C. C., 548.

Where joint or proportional rates are made by all of the carriers leading to certain points of destination, the Commission has power to end a discrimination as between points of origin by a reduction in the rate from a certain point that was discriminated against. But this principle has application only where the traffic from both groups of origin is necessarily transported to destination by the same connecting carrier or carriers and where it is possible for the delivering carriers to put an end to the discrimination by the exercise of their power to refuse to enter into preferential joint or proportional rates.

*Cited:* Chamber of Com., Newport News, v. S. Ry. Co., 23 I. C. C., 353.

The southern carriers participate actively in Newport News traffic to and from the south and southwest, and they practically control the rates between Newport News and points within association territories. The fact that their rails do not extend to Newport News cannot relieve them from responsibility for the effect on rates which they control and in which they participate.

*Cited:* Galveston Com. Club v. A., T. & S. F. Ry. Co., 25 I. C. C., 227.

*Cited:* Partridge & Sons Co. v. P. R. R. Co., 26 I. C. C., 487.

All parties to a joint rate must stand responsible for the effect of that rate.

*Cited:* Rates on Fencing and Fencing Material, 30 I. C. C., 651.

In cited case carriers required to make same rates to Arkansas common points from Cincinnati territory as are contemporaneously in effect from Chicago territory.

**Indianapolis, Columbus & Southern Traction Co., Louisville Board of Trade v.,** 27 I. C. C., 499.

**Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Ry Co.,** 15 I. C. C., 367.

**Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.,** 15 I. C. C., 370.

*Cited:* Jones v. So. Ry. Co., 18 I. C. C., 151.

*Cited:* Merchants' & Mnfrs.' Asso. v. A. C. L. R. R. Co., 22 I. C. C., 469.

*Cited:* Brunswick-Balke-Collender Co. v. A., T. & S. F. Ry. Co., 23 I. C. C., 398.

The arbitrary minimum weight on shipments too bulky to be loaded through side door of box car considered with particular regard to ladders and weight fixed at the weight of 12 ladders.

*Quoted:* Fabrication in Transit Charges, 29 I. C. C., 73, 75.

Stoppage in transit privileges on steel shipments from Pittsburgh destined to western points was accorded at Indianapolis for several years prior to 1910. This was not the only method employed by which competing intermediate points might be equalized.

**Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.,** 15 I. C. C., 504.

*Cited:* Indianapolis Frt. Bu. v. C., C., C. & St. L. Ry. Co., 16 I. C. C., 68.

The two-for-one rule ordered to be adjusted along reasonable lines with respect to Indianapolis.

*Cited:* Indianapolis Frt. Bu. v. C., C., C. & St. L. Ry. Co., 23 I. C. C., 208.

Rates of 21 cents per 100 pounds on chairs and furniture were put in, with 20,000-pound minimum, and 27 cents per 100 pounds with 12,000-pound minimum, from Indianapolis to East St. Louis, destined to Missouri River points. Still the Indianapolis shippers find themselves at a disadvantage because in western classification territory generally the carriers provide that when they are unable to supply a car of the dimensions or capacity ordered, two smaller cars may be used on the basis of the minimum weight applicable to the car ordered.

*Cited:* Investigation and Suspension Docket 80, 25 I. C. C., 335.

Class rates between Indianapolis and Cincinnati to Jeffersonville, Ind., passed upon in cited case.

*Quoted:* Minneapolis Civic & Com. Asso. v. C., M. & St. P. Ry. Co., 30 I. C. C., 672.

The Commission in quoted case did not feel warranted in condemning a system of rate-making whereby wholesome competition between producing centers in a common market is preserved when it does not appear that the advantageous geographical location of one point has been disregarded and vitiated by an abnormal adjustment.

**Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al.**, 16 I. C. C., 56, 142, 254, 276.

*Cited:* Indiana Steel & Wire Co. v. C., R. I. & P. Ry. Co., 16 I. C. C., 163.

Certain roads have low proportionals from Louisville to East St. Louis, but these roads were not initial carriers from Indianapolis to the Mississippi River crossings, while none of the roads which served both Louisville and Indianapolis were parties to the proportional rates in question.

*Cited:* I. & S. Docket No. 24, 21 I. C. C., 549.

*Cited:* Escanaba Business Men's Asso. v. A. A. R. R. Co., 24 I. C. C., 20.

The parts of the through rates from Indianapolis to the Missouri River applying west of the Mississippi River were in issue, and it was found that the through rates were unreasonable because the portions applying west of the Mississippi River were unreasonable. Indianapolis being nearer to the Mississippi River might reasonably take higher proportional rates west of said river.

*Cited:* Milburn Wagon Co. v. L. S. & M. S. Ry. Co., 22 I. C. C., 101.

Proportional rates from more distant points must be less per mile to permit such points to compete in a common market.

*Adhered to:* Indianapolis Freight Bu. v. C., C. & St. L. Ry. Co., 23 I. C. C., 195.

Rehearing.

*Cited:* Chamber of Com., Newport News, v. S. Ry. Co., 23 I. C. C., 356.

Any relief asked will not be denied on the ground that other points similarly situated, might be induced, by the granting of such relief. to ask for like relief.

*Cited:* Commercial Club of Terre Haute v. V. R. R. Co., 29 I. C. C., 385.

The reasonableness of the 60-cent scale between the Mississippi and Missouri Rivers in its application to through traffic originating east of the Indiana-Illinois state line considered.

**Indianapolis Freight Bureau v. C., C., C. & St. L. R. Co., 23 I. C. C., 195.**

*Cited:* Chamber of Com. of N. Y. v. N. Y. C. & H. R. R. R. Co., 24 I. C. C., 76.

If the New York lines and other connections of the B. & O. and the Penn. systems participate in the haul of traffic to and from Philadelphia or Baltimore, they must do so under the competitive conditions created by the B. & O. and the Penn. at Baltimore and Philadelphia which the other lines are unable to control, and under these conditions it is not unlawful if they participate in the movement of traffic to and from Baltimore and Philadelphia under competitive rates, even though at the same time they maintain higher rates to and from New York.

*Distinguished:* Investigation & Suspension Docket 128, 25 I. C. C., 639.

Present case not based upon discrimination nor is there a prayer for change in existing rates. But here the carriers propose advances which it is alleged will disturb established competitive conditions.

*Cited:* The Mississippi River Case, 28 I. C. C., 61.

The rates between points of origin and destinations in central freight association territory are built substantially on distance, using c. f. a. mileage scale as explained in cited case.

*Cited and followed:* Commercial Club of Terre Haute v. V. R. R. Co., 29 I. C. C., 385, 387, 390.

In cited case the proportional rates prescribed for the between-rivers portion of the through haul from Indianapolis were substantially on the 55-cent scale. So far as concerns the question of alleged undue discrimination in present case, the considerations governing decision in cited case control here.

**Indianapolis Freight Bureau v. C., C., C. & St. L. R. Co., 25 I. C. C., 709.****Indianapolis Freight Bureau v. C., C., C. & St. L. R. Co., 26 I. C. C., 53.**

*Distinguished:* Boney & Harper Milling Co. v. A. C. L. R. R. Co., 28 I. C. C., 387.

It has been frequently held that a proportional rate applying on through traffic might well be less than the corresponding local rate, but we have not said that such proportional rate must be, or in every case should be, less.

**Indianapolis Freight Bureau v. Illinois Central R. R. Co., 15 I. C. C., 567.**

See Indianapolis Freight Bureau v. P. R. R. Co.

**Indianapolis Freight Bureau v. Pa. R. R. Co., 15 I. C. C. 567.**

*Cited:* Monroe Progressive League v. St. L., I. M. & S. Ry. Co., 15 I. C. C., 536.

Controlling competition, especially of water carriers, such as exists at New Orleans, Natchez and Vicksburg, justifies lower rates to those points than to intermediate points where the same competition does not exist and control.

*Reaffirmed:* Traffic Asso. of St. Louis Coffee Importers v. I. C. R. R. Co., 28 I. C. C., 488.

The rate on coffee is not affected as is the rate on sugar, by water competition and the differential established in the New Orleans-St. Louis rate under the New Orleans-Indianapolis in cited case approved.

**Indianapolis Southern R. R. Co., Standard Oil Co. v.** (U. R. 319), 20 I. C. C., 667.

**Indianapolis Southern R. R. Co., Sun Co. v.**, 22 I. C. C., 194.

**Indian Creek Ry.**, 30 I. C. C., 32.

See Rogers & Prinkey v. B. & O. R. R. Co.

**Industrial Asso. of Fort Scott v. St. L. & S. F. R. R. Co.**, 29 I. C. C., 629.

**Industrial Lumber Co. v. St. Louis, Watkins & Gulf Ry. Co. et al.**, 19 I. C. C., 50.

**Industrial Railways Case**, 29 I. C. C., 212.

Commission by decision held that the Newburgh & South Shore Railway was a plant facility of the American Steel & Wire Co. and not entitled to receive divisions out of through rates. No formal order was entered.

**United States ex. rel. American Steel & Wire Co. v. Interstate Commerce Commission.**

Not reported. Aug. 17, 1914.

Sup. Ct. D. of C. Stafford, J.

Application for mandamus to compel Commission to enter formal order, denied.

**United States ex rel. Snell v. Interstate Commerce Commission.**

C. Apps., D. C. Jan. 4, 1915. Appeal dismissed.

*Cited:* Lumber Rates, Oregon and Washington to Eastern Points, 29 I. C. C., 619.

The principle involved in the plan devised by the carrier respondent of securing this shingle traffic passed on in cited case.



*Cited:* In re Muncie & Western R. R. Co., 30 I. C. C., 436.

Disposition of present case was delayed pending the decision in the cited case involving the same general questions.

**Inland Steel Co. v. P. & L. E. R. Co.**, 27 I. C. C., 152.

*Cited:* Wickwire Steel Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 416.

Coke rates from Connellsville.

See also Wisconsin Steel Co. v. P. & L. E. R. R. Co.

**Inman v. U. P. R. R. Co.** (U. R. A-385), 28 I. C. C., 738.

**Ingram Frank v. P. R. & C. N. W. R. Co.**, 26 I. C. C., 722.

**Ingham Lumber Co. v. St. Louis-San Francisco R. R. Co.** (1513), 14 I. C. C., 637.

**Ingersoll-Rand Co. v. Central R. R. Co. of New Jersey et al.**, 18 I. C. C., 629.

**Ingersoll-Rand Co. v. Colorado & Southern Ry. Co. et al.**, 18 I. C. C., 614.

**In re Advances: Alexandria, Va., Switching Charges**, 29 I. C. C., 381.

**In re Advances on Apples**, 24 I. C. C., 38.

**In re Advances: Arizona Wheat Rates**, 29 I. C. C., 424.

**In re Advances: Asphalt and Asphaltum**, 26 I. C. C., 614.

**In re Advances in Banana Rates from New Orleans, La., Galveston, Tex., and Other Gulf Ports to Topeka, Kans., Lincoln and Beatrice, Nebr.**, 30 I. C. C., 510.

**In re Advances on Barley**, 24 I. C. C., 664.

**In re Advances on Barley, Bran and Wheat**, 22 I. C. C., 216.

**In re Advances on Bituminous Coal**, 22 I. C. C., 341.

Commission dismissed complaint attacking as unreasonable an advanced rate on coal from Illinois fields via interstate movement to Chicago, Ill.

**O'Gara Coal Co. v. United States.**

Not reported. June 24, 1912.

Commerce Court No. 62.

Following *Procter & Gamble v. U. S.* (225 U. S. 282) to the effect that a denial of relief by the Commission is not an order of which

the Commerce Court has jurisdiction; case dismissed for want of jurisdiction.

**In re Advances: Boxboard Rates from Wilmington, Ill., and Other Points to Chicago and Milwaukee and Other Points, 29 I. C. C., 694.**

**In re Advances in Break-Bulk Rates on Grain, 30 I. C. C., 357.**

**In re Advances Brick from Brickland, N. Mexico, 26 I. C. C., 8.**

**In re Advances Brick to Canada, 26 I. C. C., 129.**

**In re Advances Bricks from Kansas to Iowa, 28 I. C. C., 285.**

**In re Advances Bricks from Ohio to Huntington, W. Va., 28 I. C. C., 292.**

**In re Advances Broom Rates to Colorado, 28 I. C. C., 310.**

*Cited:* Wichita Business Asso. v. A., T. & S. F. Ry. Co., 30 I. C. C. 49.

The average weight of all shipments of brooms and broom corn during period of greatest movement over the lines and to points in question in 1912 was 13,242 pounds for brooms, and 23,776 pounds for broom corn, 32 carloads of brooms, and 883 carloads of broom corn having been carried.

**In re Advances in Brownsville, Tex., Class and Commodity Rates, 30 I. C. C., 479.**

**In re Advances Building Stone, 28 I. C. C., 269.**

**In re Advances Butter and Cheese, 28 I. C. C., 330.**

**In re Advance Butter and Eggs, 27 I. C. C., 692.**

**In re Advances in California-Colorado Lumber Rates, 30 I. C. C., 461.**

**In re Advances California-Nevada Lumber Rates, 28 I. C. C., 313.**

*Distinguished:* Wickwire Steel Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 419, 422.

The cited case was cited by counsel as authority for the proposition that an increased rate can not be justified on the theory of "equalization" of rates to competing points nor to avoid a violation of the 4th section. The opening portion of the opinion is quoted: "These class rates (the proposed rates) amount to \$5.40 per ton and are so high that no contention is made that they should be regarded as reasonable." This clearly distinguishes cited case from present case and point on which it was cited.

**In re Advances Cantaloupes and Potatoes, 26 I. C. C., 101.**

**In re Advances on Cartridge Shells** (U. R. A-262), 27 I. C. C., 730.

**In re Advances on Cattle**, 22 I. C. C., 160.

**In re Advances on Cement**, 22 I. C. C., 90.

See Advances on Cement.

**In re Advances on Cement**, 24 I. C. C., 209, 290.

*Cited*: Investigation & Suspension Docket 108, 24 I. C. C., 669.

When a change in the rate relationship between Union Bridge and Security, Md., was considered it was found that the proposed rates unjustly discriminated against Union Bridge to the undue advantage of Security, and the cancellation of the proposed rates and maintenance of the former relation ordered.

**In re Advances Cement**, 26 I. C. C., 687.

**In re Advances Cement from Iowa to Minnesota**, 28 I. C. C., 477.

**In re Advances in Rates on Cement by Carriers in Trans-Missouri Territory**, 20 I. C. C., 588.

**In re Advances in Cement Rates from Mason City, Iowa.**, 30 I. C. C., 426.

**In re Advances Cement, Paving or Roofing**, 11 I. C. C., 26.

**In re Advances in Chattanooga Log Rates**, 30 I. C. C., 36.

**In re Advances Chicago Lighterage Charges**, 28 I. C. C., 390.

**In re Advances Chicago Switching Charges**, 28 I. C. C., 677.

*Cited*: Board of Trade of Chicago v. A., T. & S. F. Ry. Co., 29 I. C. C., 439.

The general arrangement regarding switching charges in the Chicago switching district.

**In re Advances Class and Commodity Rates**, 28 I. C. C., 1.

**In re Advances in Class and Commodity Rates**, 24 I. C. C., 720.

**In re Advances Class Rates and Commodity Rates**, 25 I. C. C., 401.

**In re Advances Class and Commodity Rates**, 26 I. C. C., 51.

**In re Advances in Class and Commodity Rates to Brownsville, Tex.**, 30 I. C. C., 479.

**In re Advances Class and Commodity Rates From Central Freight Asso. Territory**, 26 I. C. C., 671.

**In re Advances in Class and Commodity Rates From Chicopee, Mass., and Other Points Located on the B. & M. R. R., to New York City, Chatham and Rensselaer, N. Y.,** 23 I. C. C., 263.

**In re Advance Class and Commodity Rates Between New Orleans, La., and Points in Illinois,** 27 I. C. C., 122.

**In re Advances in Class and Commodity Rates Between Stations in Oklahoma and Texas,** 23 I. C. C., 656.

**In re Advances in Class Rates,** 22 I. C. C., 338.

**In re Advances Class Rates,** 25 I. C. C., 268.

**In re Advances Class Rates,** 25 I. C. C., 716.

**In re Advances Class Rates From Chicago, Ill., to Watertown, S. Dak.,** 26 I. C. C., 635.

*Cited:* Minneapolis Civic & C. Asso. v. C., M. & St. P. Ry. Co., 30 I. C. C., 671.

An increase in rates from Chicago to Watertown, S. Dak., of from 88 to 96 cents, first-class, approved in cited case.

**In re Advances on Coal,** 22 I. C. C., 604.

See also Advances on Coal.

*Cited:* Boileau v. P. & L. E. R. R. Co., 22 I. C. C., 642.  
Mileage from Ashtabula to Pittsburgh 148 miles.

*Cited:* Chamber of Com. of N. Y. v. N. Y. C. & H. R. R. R. Co., 24 I. C. C., 75.

*Cited:* New Pittsburgh Coal Co. v. H. V. Ry. Co., 26 I. C. C., 123.

Neither the carriers nor the Commission have any right to undertake to adjust rates so as to insure movement of a certain or substantial part of the export and import traffic through any of the North Atlantic ports.

*Cited:* New Pittsburgh Coal Co. v. H. V. Ry Co., 24 I. C. C., 246.  
Lake coal rates from West Virginia districts.

*Cited:* Pittsburgh Vein Operators in Ohio v. Penn. Co., 24 I. C. C., 282.

The advances from the Kanawha and Pocahontas fields, so far as they applied from points on the Norfolk & Western, might be made, but the proposed rates from points on the B. & O., C. & O., and Kanawha & Michigan railways disallowed.

*Quoted:* Investigation & Suspension Docket 76, 25 I. C. C., 474.

"Considerations of the value of service given to the shipper, as well as the cost and value of the service furnished by the carrier are necessarily involved under Commission's power over classification of freight.

*Cited:* Taylor v. N. & W. Ry. Co., 25 I. C. C., 614.

Record in cited case stipulated in toto into record in present case.

*Cited:* Coke Producers' Asso. of Connellsville v. B. & O. R. R. Co., 27 I. C. C., 140.

Although the haul on the N. & W. was longer than the haul to Youngstown, ideal trains being selected for study, the cost of transporting coke was found to be 2.27 mills per ton-mile, which in all instances but one is higher than cost presented in instant case.

*Cited:* Wisconsin Steel Co. v. P. & L. E. R. R. Co., 27 I. C. C., 161.

The lake cargo coal yielded to N. & W. per car mile earnings of 10.58 cents, as against 11.72 cents for the average of all other freight. The revenue per car mile on through merchandise transported 707 miles was 5 cents, as against 10.58 cents on lake cargo coal transported 330 miles.

*Cited:* Coal Rates to Milwaukee, etc., 27 I. C. C., 225.

The Toledo distances used in cited case, viz: 447 miles from the Kanawha district and 486 miles from the New River over the C. & O. and C., H. & D. vary slightly from those given in present case.

*Cited:* Northwestern Woodenware Co. v. C., M. & P. S. Ry. Co., 28 I. C. C., 240.

The evidentiary force of comparison of car earnings on the commodity involved and car earnings on analogous commodities from between same points recognized.

*Cited:* Hughes Creek Coal Co. v. K. & M. Ry. Co., 29 I. C. C., 675.

It was found in cited case that for the similar movement of Kanawha & Michigan coal to western territory the assembling cost alone amounted to 10 cents.

*Quoted:* Youngstown Sheet & Tube Co. v. P. & L. E. R. R. Co., 29 I. C. C., 436.

"We regard it as unfair to take from the carrier whatever profit it may secure by reason of improvements in its plant and adoption of the most modern methods."

*Cited:* Wickwire Steel Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 419.

In justifying an increase in rates since January 1, 1910, a carrier is not confined solely to establishing the reasonableness of the increased rate, but may resort to showing the necessity of an advance in order to remove discriminations or inequalities.

**In re Advances on Coal, 24 I. C. C., 720.**

**In re Advances Coal Within Chicago Switching District, 27 I. C. C., 71.**

*Cited:* Board of Trade of Chicago v. A., T. & S. F. Ry. Co., 29 I. C. C., 439.

*Cited:* People's Fuel & Supply Co. v. G. T. W. Ry. Co., 30 I. C. C., 660.

General arrangements regarding switching charges in Chicago switching district.

**In re Advances Coal and Commodities, 27 I. C. C., 353.**

See *In re Cancellation of Joint Rates with C. Z. & G. R. T. Co.*

**In re Advances Coal to Davenport, Iowa, 26 I. C. C., 140.**

*Cited:* Shoal Creek Coal Co. v. T., St. L. & W. R. R. Co., 27 I. C. C., 109.

Advances in coal rates from points in the vicinity of Panama to certain Mississippi River points held not justified.

*Cited and explained:* Wickwire Steel Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 422.

The ground on which proposed increase of rates was held not justified was that the comparison of rates adduced by the carriers did not show that the proposed rate was reasonable. The act does not prohibit a finding requiring a readjustment of rates in a proceeding involving the reasonableness of an increase of rates which would be included in such readjustment.

**In re Advances Coal From Iowa to the Dakotas, 26 I. C. C., 144.**

**In re Advances in Coal Rates to Dewey, Okla., 30 I. C. C., 115.**

**In re Advances in Coal Rates From Indiana and Illinois Mines to Iowa, 30 I. C. C., 108.**

**In re Advances Louisville & Nashville R. R. Coal and Coke Rates, 26 I. C. C., 20.**

*Cited:* Coal Rates from Virginia Mines, 30 I. C. C., 638.

The cited case involved certain increases in rates from all points involved in present case. The purpose of the increase being to create

a differential between the Middleboro district and the Appalachia-St. Charles district.

**In re Advances Coal to Milwaukee and Other Wisconsin Points, 27 I. C. C., 223.**

*Affirmed:* In re Advance Coal to Milwaukee and Other Wisconsin Points, 28 I. C. C., 527.

Present routes from certain West Virginia and Kentucky mines to points on west shore of Lake Michigan when destined to points beyond must be maintained and the proportional rates may be increased not to exceed 10 cents per ton.

**In re Advances Coal to Milwaukee and Other Wisconsin Points, 28 I. C. C., 527.**

**In re Advances Coal From New Mexico to Colorado, 26 I. C. C., 215.**

*Cited:* Merchants' & Mnfrs.' Asso. v. C. R. R. Co. of N. J., 30 I. C. C., 401.

The right and duty rests with the Commission to establish or decline to establish additional routes and joint rates as the circumstances and conditions may in its judgment appear to require.

**In re Advances Coal From New Mexico, 28 I. C. C., 328.**

**In re Advances in Coal Rates From Oak Hills, Colo., 30 I. C. C., 505.**

**In re Advances Coal on the Stony Fork Branch, 26 I. C. C., 168.**

Tariffs, by which it was proposed to cancel the joint rates on coal on the Stony Fork branch of the Louisville & Nashville road, permanently suspended. It was held that the carrier upon whose line shippers are located is legally responsible for furnishing transportation facilities.

United States ex rel. Stony Fork Coal Co. v. Louisville & Nashville R. R. Co.

195 Fed., 88; 1 Com. Ct., 383. March 20, 1912.

Commerce Court No. 57. Carland, J.

Upon application of mine owners, the court issued a writ of mandamus commanding the carriers to furnish cars and carry petitioners' coal on the ground that failure to do so subjects petitioners to an undue discrimination. It was held that a dispute between carriers as to which carrier shall furnish cars for a short haul does not justify the carriers in declining to furnish transportation.

*Cited:* Seattle Chamber of Commerce v. G. N. Ry. Co., 30 I. C. C., 691.

While switching charges may be absorbed, charges for a line haul as distinguished from switching can not.

**In re Advances in Coal Rates From Virginia Mines, 30 I. C. C., 635.**

**In re Advances Coal From Walsenburg District, Colo., 26 I. C. C., 85.**

*Cited:* Partridge & Sons Co. v. P. R. R. Co., 26 I. C. C., 487.

A carrier that participates in a joint rate from the territory affected and is in such position that it may either join in such rates or decline to do so, is liable for the discrimination which may result from its action in joining with the other carriers in the discriminatory rate or regulation.

*Cited and quoted:* Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 26 I. C. C., 648.

Respondents in cited case increased the coal rates from the Walsenburg field in Colorado to points in Kansas, Oklahoma and Texas 35 cents a ton, without making any change in rates to same destinations from the Canon City field, on the line of the Santa Fe, also the delivering carrier at the points of destination. As to such action it was said, "But coal shippers from points on the lines of its connections are clearly entitled to reach the same destinations under reasonable rates even though it involves a two-line haul."

*Cited:* Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 28 I. C. C., 258.

While there is no fixed rule requiring a higher rate for a two-line than for a one-line haul of equal length, in cited case reasonable recognition was given in the rates established to the fact that the movement was over two lines.

*Cited:* Lumber Rates, Oregon and Washington to Eastern Points, 29 I. C. C., 614.

*Cited:* Hughes Creek Coal Co. v. K. & M. Ry. Co., 29 I. C. C., 677.

The question of the right of the carrier to limit markets and create a monopoly on behalf of protestants located on its line has been passed upon in cited case.

**In re Advances Commodity Rates in Texas Common Point Territory, 26 I. C. C., 528.**

*Quoted:* J. E. Bryant Co. v. F. W. & D. C. Ry. Co., 28 I. C. C., 596.

The Texas common point territory has necessarily a prescribed limit or boundary and to extend this boundary to include Amarillo would mean finally an extension of these boundries till they were co-terminous with the boundary lines of the state, a thing which is to be avoided.



*Quoted:* Brownsville, Tex., Class and Commodity Rates, 30 I. C. C., 480.  
Differential territory as distinguished from common point territory defined.

**In re Advances Commodity Rates West Bound, 26 I. C. C., 456.**

*Cited:* H. L. Keats Auto Co. v. O. W. R. R. & Nav. Co., 28 I. C. C., 414.

The class rating on automobiles in less than carloads was not specifically involved in final action in cited case.

*Cited:* Rates on Gasoline Engines and Windmills, 29 I. C. C., 645.

The account of the proceedings had upon suspension of transcontinental commodity rates tariff to California terminals, given in cited case.

**In re Advances Commutation Rates, 27 I. C. C., 549.**

**In re Advances: Condensed Milk Rates Between Illinois and Wisconsin, 29 I. C. C., 43.**

**In re Advance Cooperaage, 24 I. C. C., 656.**

*Cited:* Wickwire Steel Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 425.

The Commission in cited case used for comparison and as a measure of reasonableness of rates involved therein, rates which had been fixed in other cases after extensive examination and most careful consideration.

**In re Advances Corn, Feed and Other Commodities, 25 I. C. C., 46.**

**In re Advances Corn Milled at Oneonta, N. Y., 27 I. C. C., 367.**

**In re Advances on Cotton and Cotton Linters, 30 I. C. C., 467.**

**In re Advances on Cotton and Cotton Linters, 23 I. C. C., 404.**

*Cited:* Du Pont de Nemours Powder Co. v. P. R. R. Co., 27 I. C. C., 62.

Jurisdiction of Commission extends to shipments "from a foreign country to any place in the United States."

*Cited:* Aransas Pass Channel & Dock Co. v. G., H. & S. A. Ry. Co., 27 I. C. C., 405.

The history of the cotton rates to Texas ports for export or transshipment to interstate destination.

**In re Advances Cotton Concentration, 26 I. C. C., 585.**

**In re Advances Cottonseed, 25 I. C. C., 237.**

**In re Advances Cottonseed, 26 I. C. C., 211.**

**In re Advances Cottonseed and Its Products, 28 I. C. C., 219.**

*Cited:* Lumber Rates, Oregon and Washington to Eastern Points, 29 I. C. C., 611.

A line originating freight and being in a position to transport it to destination over its own rails by the shortest route could not be compelled to maintain a through route with another carrier serving the destination point.

**In re Advances: Crushed Stone From McCook and Thornton, Ill., to Indiana and Michigan, 29 I. C. C., 136.**

*Cited:* Chattanooga Log Rates, 30 I. C. C., 39.

Shippers have no interest in a rate by reason of contract or by reason of investments made under an existing rate such that this fact standing alone would preclude the raising of a rate if same was found unreasonably low.

**In re Advances on Crushed Stone From Port Deposit, Md., and From Other States to Maryland and Delaware, 30 I. C. C., 22.**

**In re Advances Demurrage, 25 I. C. C., 314.**

**In re Advances Detroit Switching Charges, 28 I. C. C., 494.**

**In re Advances Drain Tile, 25 I. C. C., 688.**

**In re Advances: Duluth, Minn., Log Rates, 29 I. C. C., 420.**

*Quoted:* Curry & Whyte Co. v. D. & I. R. R. R. Co., 30 I. C. C., 8.

"This Commission is familiar with the conditions of transportation under which these commodities move from its investigations in other proceedings. Pulpwood is somewhat less valuable than logs; it will load as heavily, and it is difficult to assign any reason why the rate upon logs in that form should be more than upon saw logs proper."

**In re Dunnage Allowances, 30 I. C. C., 538.**

**In re Advances Edible Nuts, 26 I. C. C., 213.**

**In re Advances: Emigrant Movables to South Dakota, 29 I. C. C., 40.**

**In re Advances: Emlenton, Pa., Petroleum Rates, 29 I. C. C., 519.**

**In re Advances Excelsior and Excelsior Wrappers, 26 I. C. C., 44.**

**In re Advances Excelsior and Flax Tow, 26 I. C. C., 689.**

*Cited:* In re Advances Excelsior and Flax Tow, 29 I. C. C., 641. Rehearing.

Certain increases were authorized in former report. It is now contended by one of the protestants that the minimum which was changed from 30,000 to 20,000 pounds, should be restored.

*Cited:* Morris-Johnson-Brown Mfg. Co. v. I. C. R. R. Co., 30 I. C. C., 444.

Carriers allowed to restore the 13½-cent rate from St. Paul to Chicago, but rates from St. Paul to St. Louis in excess of 16 cents were not approved, nor to Missouri River points in excess of 17½ cents.

**In re Export Rates on Flaxseed Products From Minneapolis, 27 I. C. C., 246.**

**In re Advances: Excelsior and Flax Tow From St. Paul, Minn., 29 I. C. C., 640.**

*Cited:* Morris-Johnson-Brown Mfg. Co. v. I. C. R. R. Co., 30 I. C. C., 445.

A minimum weight on excelsior of 20,000 pounds for a 36-foot car with increased minimum for larger cars graduated in accordance with rule 6-B of western classification approved in cited case.

**In re Advances: Fabrication-Transit Charges, 29 I. C. C., 70.**

**In re Advances Fence Posts, 26 I. C. C., 142.**

**In re Advances on Fencing and Fencing Material From Anderson and Other Indiana Points to Texarkana, Ark-Tex., and Other Points, 30 I. C. C., 650.**

**In re Advances Flaxseed, 25 I. C. C., 337.**

*Cited:* Rates on Linseed Oil, 26 I. C. C., 270.

In cited case rate of 10 cents on flaxseed from Minneapolis to Chicago was fixed, the former rate being 7½ cents.

*Cited and distinguished:* Rates of Flax Seed, Minneapolis to Fredonia, Kans., 29 I. C. C., 634.

The Minneapolis-Chicago proportional rate is restricted to flaxseed which pays an inbound rate of 10 cents or more. No such restriction applies under tariffs in present case.

**In re Advances on Flaxseed in Carloads, 27 I. C. C., 272.**

**In re Advances: Flaxseed From Minneapolis to Fredonia, Kans., and Other Points, 29 I. C. C., 633.**

**In re Advances: Flax Tow, Flax Moss and Flax Fiber Between St. Paul, Minn., and Chicago, Ill., and Other Points, 29 I. C. C., 640.**

See In re Advances, Excelsior and Flax Tow from St. Paul, Minn.

**In re Advances: Flour Rates Between Kansas and California, 29 I. C. C., 459.**

**In re Advances on Fluid Milk, 23 I. C. C., 500.**

**In re Advances Fresh Meat From Omaha to Oklahoma Points, 28 I. C. C., 454.**

**In re Advances on Fresh Meats and Packing House Products, 23 I. C. C., 652.**

*Cited and followed:* Investigation and Suspension Docket No. 31, 23 I. C. C., 665.

The position of Oklahoma City with respect to packing house products settled upon former consideration in cited case.

*Cited:* Rates on Packing House Products, 28 I. C. C., 600.

Rates on packing house products in carloads from Wichita, Oklahoma City and certain other packing house centers to various points in the southwest fixed on a mileage scale in cited case.

**In re Advances Fresh Meats and Packing House Products, 26 I. C. C., 1154.**

**In re Advances on Fruit and Vegetables Rates Between Points in California and Points in Nevada, Arizona and Other States, 30 I. C. C., 56.**

**In re Advances on Fruits and Vegetables, 24 I. C. C., 164.**

**In re Advances Fuel Wood Sawdust and Shavings, 26 I. C. C., 254.**

**In re Advances Furniture, 26 I. C. C., 655.**

**In re Advances Furniture From Nappanee, Ind., to Chicago, Ill., 25 I. C. C., 331.**

**In re Advances Furniture From St. Louis, Mo., to Texas, 25 I. C. C., 299.**

**In re Advances: Gasoline Engines and Windmills, 29 I. C. C., 643.**

**In re Advances Grain Break-bulk Rates, 27 I. C. C., 78.**

*Cited and reversed:* In re Advances Grain Break-bulk Rates, 30 I. C. C., 357.

Upon a fuller record tariffs that were formerly ordered cancelled are now allowed to go into effect.

**In re Advances Grain Rates in C. F. A. Territory, 28 I. C. C., 549.**

*Cited:* Rates on Grain and Grain Products, 30 I. C. C., 17.

Grain from points in the state of Illinois moving to the Atlantic seaboard ought to move by same direct line and not by way of Chicago. and if the line through Chicago is unable to obtain reasonable com-

pensation when operating over the circuitous route it should be permitted to withdraw from the service.

**In re Advances Grain From Duluth, Minn., to Chicago, Ill.,** 27 I. C. C., 216.

**In re Advances Grain Rates From Iowa,** 28 I. C. C., 354.

**In re Advances Grain Rates From Oklahoma,** 28 I. C. C., 463.

**In re Advances in Grain Rates to Pittsburgh, Pa.,** 30 I. C. C., 382.

**In re Advances Grain Rates From Omaha to Wisconsin,** 28 I. C. C., 602.

**In re Advances in Grain and Grain Products Rates From East St. Louis, Ill., and Other Points to Eastern Destinations.,** 16 I. C. C., 30.

**In re Advances: Grain and Grain Products Rates to Texarkana, Ark.,** 29 I. C. C., 35.

**In re Advances Grain and Grain Products by Withdrawing Joint Rates,** 26 I. C. C., 595.

**In re Advances: Green Fruit From Idaho, Oregon and Utah to Eastern Destinations,** 29 I. C. C., 650.

**In re Advances Ground Iron Ore,** 26 I. C. C., 675.

*Quoted:* Oklahoma Grain Rates, 28 I. C. C., 465.

"Evidence was offered to show that the divisions received by the southern carriers out of the present rates are unduly low, but disputes between carriers as to divisions do not justify increases of rates."

**In re Advances Hay,** 25 I. C. C., 680.

*Followed:* Ohio River Hay Rates, 27 I. C. C., 465, 467.

Increases in rates on hay from northwest to Chicago, Peoria and St. Louis found to be justified in cited case. These rates had always borne a fixed relation to the Ohio River crossings rates. This relation is here maintained.

**In re Advances Hay to the Ohio River,** 27 I. C. C., 465.

**In re Advances Hops,** 16 I. C. C., 25.

**In re Advances Horses and Mules,** 26 I. C. C., 47.

**In re Advances Iowa Grain Rates,** 28 I. C. C., 354.

**In re Advances Iowa-Minnesota Cement Rates,** 28 I. C. C., 477.

**In re Advances on Iron and Steel Articles,** 22 I. C. C., 486.

**In re Advances on Iron and Steel Articles Between Chicago, Ill., St. Louis, Mo., St. Paul, Minn., and Other Points and Des Moines, Iowa, Sioux Falls, S. Dak., and Other Points, 30 I. C. C., 337.**

**In re Advances: Kansas-California Flour Rates, 29 I. C. C., 459.**

**In re Advances Kansas-Iowa Brick Rates, 28 I. C. C., 285.**

**In re Advances on Lemons in Carloads From California, 23 I. C. C., 27.**

*Cited and followed:* Arlington Heights Frt. Ex. v. So. Pac. Co., 24 I. C. C., 671.

Rates on lemons from California to points in Montana, North Dakota and other western points were considered in cited case. The rates to Oregon, Washington and Idaho would have been included in cited case had not complainant overlooked fact that said rates were carried in a separate tariff.

**In re Advances Lighterage Charges at Chicago, 28 I. C. C., 390.**

**In re Advances on Lime, 24 I. C. C., 170.**

**In re Advances Linseed Oil, 26 I. C. C., 265.**

*Cited:* Rates on Flaxseed, Minneapolis to Fredonia, 29 I. C. C., 635.

The linseed oil output of the Minneapolis crushers almost equals the combined output of all the others.

**In re Advances Live Stock, 25 I. C. C., 63.**

**In re Advance of Rates on Live Stock From Kansas City, Mo., to St. Louis, Mo., and Other Mississippi River Crossings, 21 I. C. C., 119.**

**In re Advances on Logs and Bolts, 24 I. C. C., 683.**

**In re Advances on Lumber, 24 I. C. C., 686.**

*Cited:* Norman Lumber Co. v. L. & N. R. R. Co., 29 I. C. C., 568.

The cited case approved increased lumber rates to Cairo, Ill., which had been increased to remove a discrimination formerly found to exist against Louisville, Ky.

*Quoted:* Paducah Board of Trade v. I. C. R. R. Co., 29 I. C. C., 585.

"It is stated that Cairo, in fact, draws no lumber from this southwestern territory, and that the advanced rates will produce no additional revenue to the southern carriers, for the reason that there is no movement to Cairo proper under the present rates. The St. Louis protestants concede that the advanced rates to Cairo are paper rates."

**In re Advances Lumber Cypress, 26 I. C. C., 186.**

**In re Advances: Lumber Rates From Local Points on the Alabama Great Southern R. R. to Chattanooga, Tenn., 29 I. C. C., 646.**

**In re Advances: Lumber Rates From Arkansas, Louisiana, Missouri, Oklahoma and Texas; Also From Memphis, Tenn., to Iowa and Other States, 29 I. C. C., 1.**

**In re Advances Lumber Rates From California to Nevada, 28 I. C. C., 313.**

**In re Advances in Lumber Rates to Knoxville, Tenn., 30 I. C. C., 524.**

**In re Advances Lumber Between Louisiana and Mississippi and Memphis, Tenn., 27 I. C. C., 507.**

**In re Advances: Lumber Rates From Memphis, Tenn., to Iowa and Other States, 29 I. C. C., 1.**

**In re Advances Lumber From Memphis and Other Points to New Orleans, 27 I. C. C., 471.**

**In re Advances Lumber From Mississippi to Eastern Points, 6 I. C. C., 27.**

*Cited:* Lumber Rates, Oregon and Washington to Eastern Points, 29 I. C. C., 616.

Where the shipper is a connecting carrier, its pays only the originating carrier's division of a through rate instead of that carrier's local up to the point of interchange.

**In re Advances in Lumber Rates From North Pacific Coast Points, 30 I. C. C., 111.**

**In re Advances: Lumber Rates Through Ohio River Crossings, 29 I. C. C., 38.**

**In re Advances Lumber From Southern Mills to Certain Points in the East, 27 I. C. C., 189.**

*Cited:* Lumber Rates to Knoxville, Tenn., 30 I. C. C., 525.

Rates from Florida, Georgia and Alabama to Washington, D. C., for an average distance of 792 miles yielding a revenue of 6.52 mills per ton-mile approved in cited case.

**In re Advances Lumber Rates From Texas, Louisiana and Arkansas to Oklahoma and Missouri, 28 I. C. C., 471.**

*Quoted:* Hughes Creek Coal Co. v. K. & M. Ry. Co., 29 I. C. C., 677.

"As a matter of sound policy under the law, a carrier is not justified in attempting to restrict its traffic to movement between points on its own line."

**In re Advances: Lumber and Other Commodities From Oregon and Washington to Eastern Destinations, 29 I. C. C., 609.**

*Followed:* Rates of Green Fruit, Idaho, Oregon and Utah, 29 I. C. C., 650.

Cancellation of through routes and joint rates from points on Oregon Short Line Railroad found not to be justified.

*Cited:* Lumber Rates from North Pacific Coast Points, 30 I. C. C., 111, 113.

It is contended as in cited case, that all the lines involved in the existing through routes are parts of the same system, and that the establishment of another route would be requiring the carrier to short-haul itself contrary to act.

*Cited:* Seattle Shingle Co. v. C., M. & St. P. Ry. Co., 30 I. C. C., 368.

Certain cancellation of rates with connecting lines approved in cited case.

**In re Advances on Lumber and Other Forest Products From Arkansas to Iowa, Minnesota, and other States., 30 I. C. C., 371.**

**In re Advances Lumber and Shingles and Other Things, 27 I. C. C., 630.**

**In re Advances Lumber and Shingles, 27 I. C. C., 451.**

**In re Advances Malt, 28 I. C. C., 549.**

**In re Advances in Malt Rates to New Orleans, La., 30 I. C. C., 587.**

**In re Advances in Malt Rates to Texas Points, 30 I. C. C., 385.**

**In re Advances Manganese Ore, 25 I. C. C., 663.**

**In re Advances Manitowoc-Milwaukee-Kaukauna Paper Rates, 28 I. C. C., 305.**

**In re Advances Massachusetts-Maine Wool Rates, 28 I. C. C., 396.**

**In re Advances: Marble Rates From Vermont, 29 I. C. C., 607.**

**In re Advances Minimum Weight on Corn, 26 I. C. C., 197.**

**In re Advances in Minimum Weight of Fresh Meats and Other Commodities, 30 I. C. C., 349.**

**In re Advances Missouri River Building Stone Rates, 28 I. C. C., 269.**

**In re Advances in Molasses Rates to Knoxville, Tenn., 30 I. C. C., 613.**

**In re Advances Molasses From Mobile, Ala., 28 I. C. C., 666.**

**In re Advances New Mexico Coal Rates, 28 I. C. C., 328.**



- In re Advances New York Butter and Cheese Rates**, 28 I. C. C., 330.
- In re Advances in Rates by Carriers in Official Classification Territory**, 20 I. C. C., 243.
- In re Advances Official Classification Territory Investigation**, 27 I. C. C., 384.
- In re Advances Oklahoma-Colorado Potato Rates**, 28 I. C. C., 298.
- In re Advances Oklahoma Grain Rates**, 28 I. C. C., 462.
- In re Advances Omaha-Oklahoma Fresh Meat Rates**, 28 I. C. C., 454.
- In re Advances Omaha-Wisconsin Grain Rates**, 28 I. C. C., 602.
- In re Advances Packing House Products to and From Arkansas, Louisiana and Oklahoma**, 28 I. C. C., 599.
- In re Advances on Packing House Products**, 23 I. C. C., 656.

*Cited*: Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 26 I. C. C., 649.

*Followed*: Iowa St. B'd. R. R. Com. v. A. E. R. R. Co., 28 I. C. C., 567.

The allowance that can be made for a two-line haul has been limited by cited case to instances where the respective hauls are under 500 miles each.

*Cited*: Investigation of Alleged Unreasonable Rates on Meats, 28 I. C. C., 333.

*Cited*: Rates on Packing-House Products, 28 I. C. C., 600.

Rates fixed on live stock, fresh meats and packing house products between points in Texas, Oklahoma and certain other territory.

*Cited*: Rock Spring Distilling Co. v. I. C. R. R. Co., 29 I. C. C., 24.

The rate on stock cattle should be 75 per cent. of the rate on beef cattle.

*Quoted*: Crowdus Bros. v. A., T. & S. F. Ry. Co., 29 I. C. C., 451.

"Oklahoma City asks the Commission to prescribe rates on green salted hides and fertilizer and fertilizer material to certain points from Oklahoma City. This we are not prepared to do without some further investigation, and the subject will be retained to be disposed of in an additional report at a later day."

*Cited*: Hughes Creek Coal Co. v. Kanawha & M. Ry. Co., 29 I. C. C., 671, 678.

*Cited*: Omaha Grain Exchange v. N. P. Ry. Co., 30 I. C. C., 577.

Where distances of over 500 miles are involved the fact that the service is by two lines is largely negligible.

In re Advances Paper, 26 I. C. C., 712.

In re Advances on Packing House Products, Fresh Meats and Other Commodities From Mason City, Iowa, and Other Points to Arkansas and Texas, 30 I. C. C., 341.

In re Advances Paper 28 I. C. C., 305.

In re Advances Passenger Fares on the Washington Virginia Ry., 26 I. C. C., 398.

*Cited:* Virginia Highlands Citizens' Asso. v. W.-V. Ry. Co., 30 I. C. C., 596.

In cited cases increases in fares to certain points on the line extending from Rosslyn to Green Valley, in the state of Virginia, were approved.

In re Advances in Peanut Rates to Oklahoma City, Okla., 30 I. C. C., 346.

In re Advances Petroleum Oil, 25 I. C. C., 349.

In re Advances: Petroleum Rates to Emlenton, Pa., 29 I. C. C., 519.

In re Advance Phosphate Rock, 26 I. C. C., 377.

In re Advances Pig Iron, 26 I. C. C., 284.

In re Advances Pig Iron From Virginia to Pennsylvania, 27 I. C. C., 67.

In re Advances Plaster and Gypsum Rock, 27 I. C. C., 282.

In re Advances Porch Work, 26 I. C. C., 1.

In re Advances: Potash and Other Commodities From North Atlantic Seaboard Points to Cincinnati and Other Points, 29 I. C. C., 626.

In re Advances Potatoes, 28 I. C. C., 298.

In re Advances on Potatoes and Other Products, 23 I. C. C., 69.

In re Advances Potatoes From South Dakota and Nebraska, 25 I. C. C., 247.

In re Advances Potatoes in Heater Cars, 25 I. C. C., 159.

In re Advances Proportional Rates, 28 I. C. C., 549.

In re Advances in Proportional Rates on Coal From Ohio Fields to Mississippi River Crossings, 30 I. C. C., 465.

In re Advances Proportional Rates on Grain Products to Texas, 27 I. C. C., 282.

*Cited:* Rates of Grain and Grain Products to Texarkana, 29 I. C. C., 35

The history of the establishment of proportional rates from St. Louis, Kansas City, and other river crossings and primary markets, their gradual extension to interior milling points, and the motives prompting the attempt to withdraw the rates from the interior milling points are set forth in cited case.

**In re Advances Refrigeration Charges**, 26 I. C. C., 617.

**In re Advances Refrigeration of Fruits and Vegetables**, 28 I. C. C., 326.

**In re Advances Salt**, 25 I. C. C., 610.

**In re Advances Salt From Wisconsin to Iowa**, 27 I. C. C., 526.

**In re Advances on Sand and Gravel**, 24 I. C. C., 249.

*Cited*: Waukesha Lime & Stone Co. v. C., M. & St. P. Ry. Co., 26 I. C. C., 516.

The increase from 1¾ to 3 cents per 100 pounds in the rate on sand from Janesville and Beloit, Wis., to Chicago was denied in cited case.

**In re Advances Sand and Gravel**, 26 I. C. C., 677.

**In re Advances Sash Doors and Blinds**, 26 I. C. C., 116.

**In re Advances Scrap Iron Rates Between Chicago and Other Points and Racine, Milwaukee, Wis., and Other Points**, 28 I. C. C., 525.

**In re Advance Scrap Iron Rates Between Duluth, Minn., and Chicago, Ill.**, 28 I. C. C., 467.

*Cited*: Scrap Iron Rates between Chicago and Racine, Wis., 28 I. C. C., 526.

*Cited*: Rates on Iron and Steel Articles, 30 I. C. C., 340.

In cited case Commission permitted an increase on scrap iron between St. Paul and Chicago from 8 to 10 cents per 100 pounds.

**In re Advances on Single Packages and Small Lots**, 22 I. C. C., 328.

**In re Advances Soda Ash, etc.**, 28 I. C. C., 613.

**In re Advances on Soft Coal**, 23 I. C. C., 518.

**In re Advances Soft Coal to Clinton Iowa**, 26 I. C. C., 179.

*Cited*: Shoal Creek Coal Co. v. T., St. L. & W. R. R. Co., 27 I. C. C., 109.

The increases in rates proposed from points in vicinity of Panama to certain Mississippi River points held not justified.

**In re Advances Soft Coal and Soft Coal Briquettes**, 26 I. C. C., 135.

**In re Advances on Soft Coal, 24 I. C. C., 43.**

**In re Advances on Stave and Other Articles, 23 I. C. C., 382.**

**In re Advances on Stock Cattle and Sheep, 23 I. C. C., 7.**

*Cited and followed:* Investigation of Alleged Unreasonable Rate on Meats, 23 I. C. C., 663.

*Quoted:* Rock Spring Distilling Co. v. I. C. R. R. Co., 29 I. C. C., 24.

Rates in effect to the principal markets of consumption upon fat cattle, should not apply to stock cattle, and stock cattle rates should not exceed 75 per cent. of the beef cattle rate.

**In re Advances Storage Charges in C. F. A. Territory, 28 I. C. C., 372.**

**In re Advances Storage Charges, 28 I. C. C., 605.**

**In re Advances Storage Rules & Regulations at New Orleans, La., 28 I. C. C., 605.**

**In re Advances Straw Rates from Missouri to Alton, Ill., 29 I. C. C., 562.**

**In re Advances Sugar From New Orleans, La., to Sterling, Ill., 27 I. C. C., 122.**

*Cited:* Clinton Mnfrs.' & Shippers' Asso. v. C. & A. R. R. Co., 27 I. C. C., 232.

By order in cited case Sterling was restored to the Dubuque group for purpose of sugar rates.

**In re Advances Switching Charges at Chicago, 28 I. C. C., 677.**

**In re Advances Switching Charges at Detroit, 28 I. C. C., 494.**

**In re Advances on Switching Ice, 24 I. C. C., 660.**

*Followed:* People's Fuel & Supply Co. v. G. T. W. Ry. Co., 27 I. C. C., 24.

The cited case held that, except as to the minimum charges provided therein, respondents and intervener should apply their reciprocal switching arrangement in the Chicago district to shipments of ice from the interstate points involved in such way as not to effect an increase in the charges on the shipments.

*Cited:* Board of Trade of Chicago v. A., T. & S. F. Ry. Co., 29 I. C. C., 439.

*Cited:* People's Fuel & Supply Co. v. G. T. W. Ry. Co., 30 I. C. C., 660.

General arrangement regarding switching in the Chicago switching district embodied in Lowrey tariff, I. C. C. No. 22, also involved in issues in cited case.

*Cited:* Wickwire Steel Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 420.

The cancellation of suspended tariff in cited case was decreed on the ground that the rates proposed thereunder created unjust discriminations.

**In re Advances on Tanbark to North Carolina, 30 I. C. C., 585.**

**In re Advances Tin Cans & Other Commodities, 27 I. C. C., 298.**

*Cited:* In re Advances Tin Cans and Other Commodities, 28 I. C. C., 247.

The order of suspension made permanent with respect to the several tariffs except as to item No. 27 in which rating on tin cans is advanced from class C with graduated minima to current western classification rating, which is fourth class with minimum weight 14,000 pounds, subject to rule 6-B, which will not result in an advance in these rates.

**In re Advances Tin Cans & Other Commodities, 28 I. C. C., 247.**

**In re Advances: Tomatoes from Jacksonville, Fla., to Kansas City, Mo., 29 I. C. C., 522.**

**In re Advances on Tropical Fruits From Gulf Ports to Various Destinations, 30 I. C. C., 621.**

**In re Advances Transcontinental Rates From Group "F," 28 I. C. C., 1.**

**In re Advances Trunk Covering Material, 25 I. C. C., 685.**

**In re Advances on Vehicles, 22 I. C. C., 124.**

**In re Advances in Rates by Carriers in Western Trunk Line, Trans-Missouri, and Illinois Freight Committee Territory, 20 I. C. C., 307.**

**In re Advances Wheat & Flour From Missouri River to Ill., 27 I. C. C., 286.**

*Cited:* Rates on Grain and Grain Products, 30 I. C. C., 18.

Interior milling points located on direct routes should be put on a basis of substantial rate equality with rate-breaking points such as St. Louis. This can be done, if the total charge, on the grain into the mill and on the flour out, is not more than the rate in and out of the rate-breaking point, with the addition of a one-half cent charge for milling in transit.

**In re Advances: Wheat Rates From Arizona, 29 I. C. C., 424.**

**In re Advances in Wheat Rates From Oklahoma to Memphis, Tenn., and Other Points, 30 I. C. C., 93.**

**In re Advances: Windmills and Other Articles, 29 I. C. C., 643.**

**In re Advances on Wool**, 23 I. C. C., 151.

See *In re Transportation of Wool*.

**In re Advances Wool**, 28 I. C. C., 396.

**In re Alleged Unreasonable Rates on Live Stock**, 28 I. C. C., 332.

**In re Allowances to Elevators by Union Pacific R. R. Co.**, 10 I. C. C., 309.

In order to retain a sufficient number of its cars for use on its own line, the Union Pacific Railroad Company deemed it necessary to make some arrangement whereby grain originating on its line could be transferred into cars of connecting carriers at its terminals. For the service rendered by the firm of Peavey & Co. in making such transfer through elevators owned by Peavey & Co. an elevation allowance of 1¼ cents per 100 pounds on all grain passing through such elevators, including grain shipped by Peavey & Co. Held, that the payment of such allowances is not in violation of the act.

*Peavey & Co. v. Union Pacific R. R. Co.*

*Diffenbaugh v. Interstate Commerce Commission*, 176 Fed. 409.

C. C. W. D. Mo., W. D. Sanborn, J.

Commission's order held invalid on the ground that the Commission has no power absolutely to prohibit the payment of any allowance to the owners of elevators furnishing elevation service for the railroads. It was held that the owners of the elevators are entitled to an allowance which affords them a reasonable profit over and above the cost of rendering the service, and that three-fourths of a cent per 100 pounds is a reasonable allowance.

*Interstate Commerce Commission v. Diffenbaugh.*

*Interstate Commerce Commission v. Peavey & Co.*

*Union Pacific R. R. Co. v. Peavey & Co.*

222 U. S. 42. November 13, 1911. Holmes, J.

Commission's order held valid in so far as it reduced the allowance to three-fourths of a cent (this amount including a reasonable profit over the cost of the service), and in so far as it prohibited the payment of allowances on any grain not reshipped from the elevator within 10 days. Commission's order held invalid in so far as it prohibited the payment of any allowance on grain that is treated, weighed, inspected, or mixed at the elevator. Decree of lower court modified and affirmed.

*Cited:* *In re Allowances to Elevators by Union Pacific R. R. Co.*, 12 I. C. C., 85.

Upon rehearing the carrier was ordered to discontinue the payment of any elevation allowance in excess of three-fourths of a cent per 100 pounds on the ground that any allowance in excess of the cost of rendering the service constitutes a rebate.

*Cited:* In re Allowance to Elevators by Union Pacific R. R. Co., 13 I. C. C., 498.

Case reopened for further hearing.

*Cited:* In re Allowances to Elevators by Union Pacific R. R. Co., 14 I. C. C., 315.

Upon further hearing the carrier was ordered to discontinue the payment of any and all allowances to Peavey & Co. on grain in which the latter has any interest that is not reshipped from the elevators within ten days, or which has been mixed, treated, weighed, or inspected in the elevators.

*Cited:* Traffic Bureau, Merchants' Exchange of St. Louis, v. Chicago, Burlington & Quincy R. R. Co., 14 I. C. C., 317.

Carriers ordered to discontinue the payment of any and all elevation allowances to elevators located upon the Missouri River on the ground that the payment of an allowance of three-fourths of a cent per 100 pounds constitutes an undue discrimination.

*Cited:* Traffic Bureau, Merchants' Exchange of St. Louis, v. Chicago, Burlington & Quincy R. R. Co., 14 I. C. C., 510.

Reopening of case for further hearing denied, but effective date of order postponed.

*Cited:* Traffic Bureau, Merchants' Exchange of St. Louis, v. Chicago, Burlington & Quincy R. R. Co., 14 I. C. C., 551.

Effective date of order again postponed.

*Cited:* Traffic Bureau, Merchants' Exchange of St. Louis, v. Chicago, Burlington & Quincy R. R. Co., 22 I. C. C., 496.

Carriers ordered not to exceed three-fourths of a cent per 100 pounds in the payment of elevation or transfer allowances at the Missouri River, and to confine that payment to grain actually passing through the elevators in 10 days.

**In re Allowances to Elevators by the Union Pacific R. R. Co., 14 I. C. C., 315.**

See also Allowances to Elevators by U. P. R. R. Co.

*Cited:* Nebraska-Iowa Grain Co. v. U. P. R. R. Co., 15 I. C. C., 92.

*Cited:* Gund & Co. v. C., B. & Q. R. R. Co., 18 I. C. C., 366.

The allowance to the Omaha grain elevators under the Peavey contract for handling grain owned by that elevator, as it was actually handled, illegal.

*Cited:* Washer Grain Co. v. M. P. Ry. Co., 15 I. C. C., 147, 150, 151, 159.

The word "elevation" defined. Commercial elevation as practiced by the carriers condemned. Reparation allowed. Although elevation allowances condemned.

*Distinguished:* Merchants' Cotton Press & Storage Co. v. I. C. R. R. Co., 17 I. C. C., 104.

The cotton company does not own the cotton it stores or compresses.

**In re Allowances to Short Lines of Railroad Serving Industries**, 29 I. C. C., 212.

See Industrial Railways Case.

**In re Allowances for Transfer of Sugar**, 14 I. C. C., 619.

See also Allowances for Transfer of Sugar.

In accordance with a provision to that effect in their tariffs, certain carriers paid an allowance of 2 cents per 100 pounds to shippers at New York City for carting or lightening their sugar from their refineries to the railroad stations. Held, that this constitutes an unlawful rebate. The payment of the allowance was prohibited; but no order was entered.

American Sugar Refining Co. v. Delaware, Lackawanna & Western R. R. Company.

American Sugar Refining Co. v. New York Central & Hudson River R. R. Co.

200 Fed. 652. November 21, 1912.

D. C. D. N. J. Rellstab, J.

Without canceling the tariff provision for the payment thereof, defendant carriers discontinued payment of the allowance. This action was brought to recover the unpaid allowance. Case dismissed on the ground that the mere decision of the Commission, without an order, prohibiting the payment of the allowance on the ground that it was a rebate, eliminated the provision from the tariff, and that the carriers could not be compelled to pay the allowance.

American Sugar Refining Co. v. Delaware, Lackawanna & Western R. R. Company.

American Sugar Refining Co. v. New York Central & Hudson River R. R. Co.

207 Fed. 733. August 19, 1913.

C. C. A. 3d Cir. Gray, J.

Lower court reversed on the ground that the mere decision of the Commission did not eliminate the allowance provision from the tariffs.



and that the complainant was entitled to recover the full amount of the unpaid allowance. Only by a formal order, it was held, can the Commission annul or change a regulation or practice contained in a filed tariff.

*Cited:* Indianapolis Frt. Bu. v. P. R. R. Co., 15 I. C. C., 573.

The drayage allowance of 2 cents per 100 pounds condemned as illegal.

*Cited:* Federal Sugar Refining Co. v. B. & O. R. R. Co., 17 I. C. C., 51. Dissenting opinion.

**In re Application & Use of Mileage, Excursion & Commutation Tickets for Through Transportation in Connection With Other Lawfully Established Fares, 23 I. C. C., 95.**

*Cited:* In re Mileage Books, 28 I. C. C., 324.

The language in section 22 of the act in regard to mileage, excursion and commutation passenger tickets construed as a permission to the carriers and not as a grant of power to the Commission to compel carriers to furnish passenger transportation at less than the reasonable maximum.

**In re Application of Southern Pacific Co. for Relief From Fourth Section, 22 I. C. C., 366.**

*Cited and modified:* Fourth Section Applications, Docket 1243, 24 I. C. C., 34.

This is a supplemental report in which former order is somewhat modified.

**In re Baggage Regulations, 26 I. C. C., 292.**

**In re Bills of Lading, 14 I. C. C., 346.**

See also Bills of Lading.

*Cited:* In re Bills of Lading, 29 I. C. C., 417.

In the cited case a form of bill of lading was recommended for use among all carriers. This bill was not to be adopted on order of Commission and reservation was made so any change which later experience might dictate could be ordered.

**In re Bills of Lading, 29 I. C. C., 417.**

**In re Cancellation of Eastbound Joint Rates From Stations on the Bellingham & Northern Ry. (U. R. A-522), 29 I. C. C., 733.**

**In re Cancellation of Joint Rates With the C., Z. & G. R. T. Co., 27 I. C. C., 353.**

*Cited:* Joint Rates with the Washington Western Ry., 27 I. C. C., 634.

The lumber traffic of the northwest is now free from the wrongs and attendant injustices that flow from rebates and preferences of like nature to lumber companies.

**In re Cancellation of Kansas City & Memphis Ry. Co. Rates, 28 I. C. C., 640.**

**In re Chicago & North Western Ry. Reconsignment Rules, 29 I. C. C., 620.**

**In re Classification of Empty Barrels, 25 I. C. C., 611.**

**In re Classification of Iron & Steel Window Frames & Sash, 28 I. C. C., 500.**

**In re Class Rates From Pennsylvania Points, 26 I. C. C., 669.**

**In re Coal Rates From the Anthracite Region to Points on the New Haven R. R., 28 I. C. C., 235.**

**In re Commercial Service in Pittsburg, Pa., 27 I. C. C., 622.**

**In re Commodity Rates Between Missouri River Points, 28 I. C. C., 265.**

**In re Commutation Rates, 21 I. C. C., 428.**

See Commutation Rate Case.

*Cited:* The Commutation Rate Case, 27 I. C. C., 549.

The former report dealt only with rates on the New Jersey lines. This report deals with rates on the New York, New Haven & Hartford R. R. Co. out of New York City.

**In re Commutation Tickets of School Children, 17 I. C. C., 144.**

**In re Concentration of Cotton and Cotton Linters at Points in Arkansas, 29 I. C. C., 106.**

**In re Contracts of Express Co. for Free Transportation of Their Men & Material Over R. R., 16 I. C. C., 246.**

*Cited and quoted:* In re Restricted Rates, 20 I. C. C., 432.

A railroad may lawfully transport men and supplies of an express company without reference to any tariffs when they are employed or used in the business of the express company upon the line of that railway. "These contract provisions as applied to such off-the-line business are in violation of the statute because the carrier is transporting these men and supplies without the publication of a tariff and at a rate different from that provided for the general public.

**In re Demurrage Investigation, 19 I. C. C., 496.**

**In re Departures From Traffic Rates by the H. W. & R. Co.**, 25 I. C. C., 707.

**In re Divisions of Joint Rates on Coal**, 22 I. C. C., 51.

**In re Elevation Allowances**, 24 I. C. C., 197.

**In re Empty Beer Package Rates Returned**, 4 I. C. C., 26.

**In re Express Classification of Bread, Other Bakery Products, and Yeast**  
(U. R. A-671), 30 I. C. C., 733.

**In re Express Rates: Practices, Accounts & Revenues**, 28 I. C. C., 131.

**In re Express Rates**, 24 I. C. C., 380.

*Cited*: Express Rates, Practices, Accounts and Revenues, 28 I. C. C., 132.

*Cited*: Atlantic Packing Co. v. Am. Express Co., 28 I. C. C., 246.

The proposed Directory of Express Stations fixing the location of each such station by block number and sub-block letter required to be published in present case.

**In re Extra Fare Paid by Passenger by Reason of the Nonvalidation of the Return Portions of Limited Excursion Tickets**, 19 I. C. C., 440.

**In re Fourth Section Application** (U. R. A-170), 27 I. C. C., 716.

**In re Fourth Section Applications** (U. R. A-193; A-196). 27 I. C. C., 720.

**In re Fourth Section Applications**, 26 I. C. C., 61, 628.

**In re Fourth Section Applications**, 24 I. C. C., 34, 192, 228, 372, 604.

Application of carriers seeking authority to continue class rates between Portland, Ore., and San Francisco, Cal., that are lower than the rates concurrently in effect from, to, and between certain intermediate points, denied as to some points and granted as to certain other points.

**Southern Pacific Co. v. United States.**

Commerce Court No. 88.

Record transferred to District Court for the Northern District of California upon dissolution of Commerce Court.

**Southern Pacific Co. v. United States.**

D. C. N. D. Cal.

Pending.

*Quoted*: Greenbaum Co. v. C. & O. Ry. Co., 25 I. C. C., 356.

"It is difficult to imagine any case to which the inhibition of the fourth section would apply if it does not here."

*Cited*: Standard Oil Co. v. Penn. Co., 29 I. C. C., 525.

Carriers whose lines are extremely circuitous are permitted to meet rates of their short-line competitors, although charging higher rates at intermediate points upon their own lines.

- In re Fourth Section Applications**, 25 I. C. C., 50, 93, 277, 48, 352, 364, 379, 407, 695.
- In re Fourth Section Application No. 458** (U. R. A-575), 30 I. C. C., 720.
- In re Fourth Section Application 484** (U. R. A-434), 29 I. C. C., 721.
- In re Fourth Section Application No. 601** (U. R. A-680), 30 I. C. C., 734.
- In re Fourth Section Application No. 639**, 30 I. C. C., 621.
- In re Fourth Section Application 693** (U. R. A-433), 29 I. C. C., 721.
- In re Fourth Section Application 699** (U. R. A-433), 29 I. C. C., 721.
- In re Fourth Section Applications Nos. 774 and 5301**, 28 I. C. C., 285.
- In re Fourth Section Application Nos. 1118 and 1161**, 29 I. C. C., 103.
- In re Fourth Section Application Nos. 1625 and 1952**, 28 I. C. C., 589, 608.
- In re Fourth Section Application No. 1781**, 30 I. C. C., 446.
- In re Fourth Section Application Nos. 1840 and 1862**, 29 I. C. C., 600.
- In re Fourth Section Application No. 1873** (U. R. A-601), 30 I. C. C., 723.
- In re Fourth Section Application No. 1898**, 29 I. C. C., 600, 629.
- In re Fourth Section Application No. 1952** (U. R. A-575; A-680), 30 I. C. C., 720, 734.
- In re Fourth Section Application 2045** (U. R. A-533), 29 I. C. C., 734.
- In re Fourth Section Application No. 2045** (U. R. A-570), 30 I. C. C., 719.
- In re Fourth Section Application 2072** (U. R. A-415), 29 I. C. C., 719.
- In re Fourth Section Application 2103**, 29 I. C. C., 524.
- In re Fourth Section Application No. 2176**, 30 I. C. C., 621.
- In re Fourth Section Application 4219**, 29 I. C. C., 120.
- In re Fourth Section Application 4219** (U. R. A-433), 29 I. C. C., 721.
- In re Fourth Section Application Nos. 8806 and 8807**, 29 I. C. C., 550.
- In re Fourth Section Violations in the Southeast**, 30 I. C. C., 153.
- In re Free Passes**, 26 I. C. C., 491.
- In re Freight Bills**, 29 I. C. C., 496.

**In re Grain Elevation Allowances at St. Louis, Mo., and East St. Louis, Ill.,** 30 I. C. C., 696.

**In re Indian Supplies,** 1 I. C. C., 15.

**In re Industrial Railways,** 29 I. C. C., 212.

See Industrial Railways Case.

**In re Import Rates,** 24 I. C. C., 78, 678.

*Cited:* Chamber of Com. of N. Y. v. N. Y. C. & H. R. R. R. Co., 24 I. C. C., 57, 59.

*Cited:* Chamber of Com. of N. Y. v. N. Y. C. & H. R. R. R. Co., 27 I. C. C., 241.

*Adhered to:* In the Matter of Import Rates, 27 I. C. C., 245.

The cited case was decided along with instant case. The import rates from Boston, Philadelphia and Baltimore are the same under a temporary arbitration decision announced in cited case.

*Cited:* Chamber of Com. of N. Y. v. N. Y. C. & H. R. R. R. Co., 24 I. C. C., 77.

No order entered in instant case since it was understood from the "understandings" filed in cited case, that defendants will comply with views expressed.

*Modified:* Chamber of Com. of N. Y. v. N. Y. C. & H. R. R. R. Co., 24 I. C. C., 675.

*Modified:* In the Matter of Import Rates, 24 I. C. C., 678.

In original report of cited case as well as original report in instant case it was found that the import rates from Boston should not be lower than from New York. In view of fact that there are certain differential lines from Boston and New York, this finding is modified.

**In re Import Rates,** 25 I. C. C., 663.

**In re Import Rates,** 27 I. C. C., 245.

**In re Increases on Cattle to Oklahoma City, Okla.,** 23 I. C. C., 656.

**In re Interior Iowa Cities Case,** 28 I. C. C., 64.

See also State of Iowa v. C., St. P., M. & O. Ry. Co.

*Followed:* Cedar Rapids Com. Club v. C., R. I. & P. Ry. Co., 28 I. C. C., 77, 80.

Rate adjustment between points in the interior of Iowa and points in the territory east of the Indiana-Illinois state line considered.

*Quoted:* Scott-Mayer Commission Co. v. C., R. I. & P. Ry. Co., 28 I. C. C., 532.

The authority of the Commission to reduce an excessive proportionate rate forming a part of an unreasonable through charge.

*Cited:* Iowa St. B'd. of R. R. Com. v. A. E. R. R. Co., 28 I. C. C., 564.

*Cited:* Interior Iowa Cities Case, 29 I. C. C., 536.

In cited case, carriers required to readjust their rates from the east so as to distribute across the entire state the difference in rates between the towns.

*Followed:* Hammerschmidt & Franzen Co. v. C. & N.-W. Ry. Co., 30 I. C. C., 83.

Reparation award will not be made where no finding that up to present the rates under inquiry have been unreasonable.

*Quoted:* Malt Rates to New Orleans, La., 30 I. C. C., 590.

A shipper is concerned only in the reasonableness of the through completed service and this is what he pays for. How the charge is divided is of no interest and a shipper may not predicate unlawfulness of one of the component parts of the through charge by alleging that it is excessive compensation to that carrier for that part of the through service.

**In re Investigation & Suspension of Rates by Carriers for the Transportation of Cement Plaster From Stations in Oklahoma to Stations in Texas,** 21 I. C. C., 591.

*Cited:* Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 26 I. C. C., 654.

*Quoted:* Coal Rates from Virginia Mines, 30 I. C. C., 642.

Differences in rates based upon distance should decrease as the distance to points of destination increases.

**In re Investigation and Suspension of Certain Demurrage Schedules,** 19 I. C. C., 496.

**In re Investigation & Suspension of Advances in Rates by Carriers for the Transportation of Cream & Condensed Milk,** 21 I. C. C., 522.

**In re Investigation of Advances in Rates by Carriers on Grain, Grain Products, etc.,** 21 I. C. C., 22.

**In re Investigation & Suspension of Advances in Rates for the Transportation of Grain, Grain Products, etc.,** 21 I. C. C., 22.

*Cited:* Com. Club of Superior, Wis., v. G. N. Ry. Co., 24 I. C. C., 98.

Record in cited case stipulated into present case. The rates on grain in North Dakota are affected and held down by Canadian competition.

And conditions in South Dakota are different than in some of the other states. Duluth and Minneapolis are premium grain markets; that is, the prices which obtain there are higher than elsewhere in the country.

*Cited:* Omaha Grain Ex. v. C., M. & St. P. Ry. Co., 24 I. C. C., 122.

*Cited:* Joint Rates on Grain via Minnesota Transfer, 26 I. C. C., 597.

Certain advanced rates on grain to Minneapolis approved and proposed advances to Omaha denied in cited case.

*Quoted:* Investigation and Suspension Docket 108, 24 I. C. C., 666.

"On no traffic, except it be lumber, are per-ton-per-mile earnings more helpful than on grain."

**In re Investigation & Suspension of Advances in Rates by Carriers Operating Between the Mississippi & Missouri Rivers, 21 I. C. C., 546.**

See also Advances in Rates, etc., Miss. & Mo. Rivers.

*Adhered to:* Indianapolis Frt. Bu. v. C., C. & St. L. Ry. Co., 23 I. C. C., 195.

Rates from Indianapolis and other Indiana cities to Missouri River not unreasonable or discriminatory as compared with Chicago.

**In re Investigation & Suspension of Advances in Rates by Carriers Express Co. for the Transportation of Liquor, 21 I. C. C., 199.**

**In re Investigation & Suspension of Advances in Rates by Carriers for the Transportation of Locomotives & Tenders Named in a Schedule Filed With the Interstate Commerce Commission, 21 I. C. C., 103, 252.**

*Quoted:* Investigation and Suspension Docket 76, 25 I. C. C., 463.

"While every effort conducive to such uniformity is to be commended, it by no means follows that the result should be attained by accepting as a standard a classification prescribing a rating which when applied to a given commodity or territory becomes unreasonable."

**In re Investigation & Suspension of Advances in Rates by Carriers for the Transportation of Lumber, Shingles, & Other Forest Products From Points on the Tacoma Eastern R. R. to Various Eastern Destinations, 21 I. C. C., 455.**

**In re Investigation & Suspension of Advances in Rates by Carriers for the Transportation of Rice & Rice Products, 21 I. C. C., 124.**

*Distinguished:* Chamber of Com., Houston, Tex., v. G., H. & S. A. Ry. Co., 23 I. C. C., 215.

The question raised in cited case was not as to the reasonableness of the Beaumont and Orange rates nor as to their relation to the New

Orleans or Galveston rates, but simply as to the relation of rates from Beaumont and Orange compared with the rates from Houston.

**In re Investigation & Suspension of Supplements No. 2 to Transcontinental Freight Bureau westbound Traffic, No. 1-L and No. 4-H, Issued by C. W. Bullen, Agent; J. F. Tucker, Agent, and R. H. Countiss, Agent; Effective November 15, 1910, 21 I. C. C., 397.**

**In re Investigation Concerning the Propriety of Proposed Schedules of Rates on Lumber Filed by the Vicksburg, Shreveport & Pacific Ry. Co., 21 I. C. C., 16.**

**In re Investigation Concerning the Propriety of Proposed Schedules of Rates on Lumber Filed by the Vicksburg, Shreveport & Pacific Ry. Co., 20 I. C. C., 575.**

**In the Matter of the Investigation of Acts and Doings of the Grand Trunk Ry. Co. in the Transportation of Traffic From the U. S. into Canada, 3 I. C. C., 89.**

**In re Interstate Free Transportation of Property by and on the Lines of the San Pedro, Los Angeles & Salt Lake R. R. Co. (1561), 14 I. C. C., 639.**

**In re Irregularities in the Weighing of Freight, 28 I. C. C., 7.**

**In re Issuance and Use of Passes, Franks and Free Passenger Service, 29 I. C. C., 411.**

**In re Issuance Sale & Exchange of Mileage Books, 28 I. C. C., 318.**

**In re Jurisdiction Over Rail and Water Carriers Operating in Alaska, 19 I. C. C., 81.**

*Followed:* Humboldt Steamship Co. v. White Pass & Yukon Route, 19 I. C. C., 105.

Commission is without jurisdiction over carriers operating in Alaska.

**In re Kansas City & Memphis Ry. Co. Rate Cancellation, 28 I. C. C., 640.**

**In re Keystone Elevator Co., 25 I. C. C., 618.**

**In re Knitting-Factory Products, 25 I. C. C., 634.**

**In re Lake-and-Rail Butter and Egg Rates, 29 I. C. C., 45.**

**In re Live Stock Packing House Products & Fresh Meat, 28 I. C. C., 332.**

**In re Loading & Unloading Charges at Galveston, Tex., 23 I. C. C., 535.**

See *In re Wharfage Charges of the Galveston Wharf Co., etc.*

**In re Louisville & Nashville R. R. Co., 25 I. C. C., 407.**



**In re Lumber Rates From the South**, 25 I. C. C., 50.

*Quoted*: Paducah B'd. of Trade v. I. C. R. R. Co., 29 I. C. C., 587.

No sufficient reason shown why points on the Ohio River should enjoy rates from the south on lumber, which are lower than those applying to intermediate points.

**In re Mileage Books**, 28 I. C. C., 318.

**In re Milling-in-Transit Rates**, 17 I. C. C., 113. .

**In re Milling-in-Transit Regulations**, 25 I. C. C., 90.

**In re Mines Ratings on the I. C. R. R. Co.**, 25 I. C. C., 286.

**In re Muncie & Western R. R. Co.**, 30 I. C. C., 434.

**In re Montana Pass Situation**, 29 I. C. C., 411.

**In re New England and Canadian High Explosive Rates**, 29 I. C. C., 697.

**In re New England Investigation**, 27 I. C. C., 560.

**In re News Print Paper**, 26 I. C. C., 13.

*Quoted*: Lake Superior Paper Co. v. D., S. S. & A. Ry. Co., 20 I. C. C., 405.

Grouping of points located at relatively short distances from each other as compared to distance from the ultimate market suggested with respect to certain print paper producing points.

**In re Nonvalidation of Limited Excursion Tickets**, 19 I. C. C., 440.

**In re North Carolina Points, Rates to**, 29 I. C. C., 550.

**In re Onion Rates to New York, N. Y.**, 30 I. C. C., 528.

**In re Passenger Fares**, 26 I. C. C., 398.

See Suburban Fares on W.-V. Ry. Co.

**In re Passes to Clergymen & Persons Engaged in Charitable Work**, 15 I. C. C., 45.

**In re Pipe Lines**, 24 I. C. C., 1.

Certain pipe-line companies ordered to file with Commission schedules of their rates and charges.

United States Pipe Line Co. v. United States.

Commerce Court No. 85.\*

\*Record transferred to District Court for the Eastern District of Pennsylvania, upon dissolution of the Commerce Court.

No action taken in this case pending determination of the other Pipe Line cases by the Supreme Court.

United States Pipe Line Co. v. United States.  
Pending.  
D. C., E. D., Pa.

Prairie Oil & Gas Co. v. United States.  
Uncle Sam Oil Co. v. United States.  
Robert D. Benson v. United States.  
Ohio Oil Co. v. United States.  
Standard Oil Co. v. United States.  
Standard Oil Co. of Louisiana v. United States.  
204 Fed. 798. March 12, 1913.  
Commerce Court No. 75\*-80. Knapp, J.

\*Records transferred to various district courts upon dissolution of Commerce Court.

Commission's order held to be invalid on the ground that section 1 of the act as amended June 29, 1906, is unconstitutional in so far as it attempts to impose upon what was previously a strictly private business public duties, and to convert by force of law a corporation owner, which was before a private corporation, into a public-service corporation and to compel it to devote its property to a public use without its consent. It was held that this constituted a deprivation of property without due process of law.

United States v. Prairie Oil & Gas Co.  
234 U. S. 548. June 22, 1914. Holmes, J.  
Decree of Commerce Court reversed.

United States v. Uncle Sam Oil Co.  
234 U. S. 548. June 22, 1914. Holmes, J.  
Decree of Commerce Court affirmed.

**In re Potash and Other Commodities From North Atlantic Seaboard Points to Cincinnati and Other Points**, 29 I. C. C., 626.

**In re Potato Carload Minimum Weights** (U. R. A-147), 27 I. C. C., 713.

**In re Potato Protection**, 26 I. C. C., 681.

*Cited*: In re Potato Protection, 29 I. C. C., 505.

*Quoted*: Chicago & Northwestern Ry. Reconsignment Rules, 29 I. C. C., 621.

The potato traffic is large enough on the lines of the carriers involved, not only to warrant them in preparing for it with the proper

equipment for its safe transportation, but large enough and permanent enough to require them under the law to offer such a service to shippers.

*Cited:* N. Y. Shippers' Protective Asso. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 440.

In winter, shippers of potatoes from points in Minnesota and Wisconsin to Chicago and other points may elect between a protected service, in special equipment at the risk of the carrier for weather damages, or at a lower rate and at their own risk may furnish their own protection.

**In re Proposed Bond Issue by the New York Central & Hudson River R. R. Co.,** 30 I. C. C., 147.

**In re Protection of Potato Shipments in Winter,** 29 I. C. C., 504.

*Cited:* New York Shippers' Protective Asso. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 440.

In winter, shippers of potatoes from points in Minneapolis and Wisconsin to Chicago and other points may elect between a protected service, in special equipment at the risk of the carrier for weather damages, or at a lower rate and at their own risk may furnish their own protection.

**In re Rates on Baskets From Points East of to Points West of the Missouri River** (U. R. A-490), 29 I. C. C., 729.

**In re Rates on Canned Apples From Points in Washington and Other States to Eastern Destinations** (U. R. A-524), 29 I. C. C., 720.

**In re Rates on Cotton Seed Hulls, Houston and Beaumont, Tex., to New Orleans, La.** (U. R. A-654), 30 I. C. C., 731.

**In re Rates on High Explosives** (U. R. A-682), 30 I. C. C., 734.

**In re Rates on Live Stock, Packing House Products & Fresh Meats,** 23 I. C. C., 656.

**In re Rates on Live Stock, Packing House Products & Fresh Meats,** 22 I. C. C., 160.

*Followed:* Houston Packing Co. v. T. & N. O. R. R. Co., 22 I. C. C., 457.

*Cited:* Am. Nat'l Live Stock Asso. v. S. P. Co., 26 I. C. C., 39.

*Adhered to:* Rates on Fresh Meats and Packing-House Products, 26 I. C. C., 155.

Rate on fresh meats.

*Cited:* Investigation and Suspension Docket No. 93, 23 I. C. C., 653.

*Cited:* Investigation and Suspension Docket 99, 25 I. C. C., 64.

*Cited:* Chicago-Duluth Grain Rates, 27 I. C. C., 219.

*Cited*: Investigation of Alleged Unreasonable Rates on Meats, 28 I. C. C., 333.

*Cited*: Omaha-Oklahoma Fresh-Meat Rates, 28 I. C. C., 454.

*Cited*: Rates on Packing-House Products, 28 I. C. C., 600.

A mileage scale of rates for movement of fresh meats and packing house products in carloads from Wichita, Oklahoma City and Fort Worth approved.

*Distinguished*: Com. Club of Superior v. G. N. Ry. Co., 24 I. C. C., 113.

In cited case distance rates on live animals to the various packing houses were fixed but those rates were not fixed via the short line routes, as it is urged should be done in present case.

*Cited*: Kibbee v. St. L., P. & M. Ry. Co., 25 I. C. C., 662.

Minimum weight on calves fixed at 17,000 pounds.

*Cited*: Rates on Horses and Mules from Kansas, 26 I. C. C., 50.

The rates fixed on live stock in cited case used for comparison with rates on horses and mules in present case.

*Cited*: Port Arthur B'd. of Trade v. A. & S. Ry. Co., 27 I. C. C., 402.

*Quoted*: Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 28 I. C. C., 262.

Each community is entitled to reasonable rates, which should in addition be fairly adjusted with reference to one another. Any locality which remains at a disadvantage after this must sustain that burden which is due to its locality with respect to the business.

*Cited*: Oklahoma Traffic Asso. v. A., T. & S. F. Ry. Co., 29 I. C. C., 131.

The distance of the St. Louis & San Francisco R. R. Co. line to Oklahoma City from St. Louis found to be a fair basis upon which to figure rates on movements of live stock and packing house products.

*Quoted*: Crowds Bros. v. A., T. & S. F. Ry. Co., 29 I. C. C., 450.

Rates upon hides, the charges that had been made to remove complaint and the suggestion that the rates to the lower Mississippi crossings be changed to harmonize.

*Followed*: Wichita Bus. Asso. v. K. C., M. & O. Ry. Co., 29 I. C. C., 669.

The rates published by carriers in accordance with decision in cited case ordered to be re-established in present case.

*Cited*: Decker & Sons v. C., M. & St. P. Ry. Co., 30 I. C. C., 549.

In cited case rates were established for the transportation of fresh meat and packing house products from the southwestern packing houses to various markets east of the Mississippi River.

**In re Rates, practices, Accounts and Revenues of Carriers Subject to the Act to Regulate Commerce, 29 I. C. C., 508.**

**In re Rates to North Carolina Points, 29 I. C. C., 550.**

**In re Rates From South Chicago, Ill., to Baskin, La. (5570), 27 I. C. C., 706.**

**In re Receivership of the St. Louis & San Francisco R. R. Co. and the Chicago & Eastern Illinois R. R. Co., 29 I. C. C., 139.**

**In re Reconsigning at Detroit, 25 I. C. C., 392.**

See Detroit Reconsigning Case.

**In re Reduced Rates on Return Shipments, 19 I. C. C., 409.**

*Followed:* Minneapolis Traffic Assn. v. C. & N.-W. Ry. Co., 23 I. C. C., 432.

Commission refused to adopt view that value should be controlling element in making rates, and return character of shipment should therefore not be basis.

*Quoted:* Red River Oil Co. v. T. & P. Ry. Co., 23 I. C. C., 445.

If the fact that a consignment of goods has once been shipped at full tariff rates is entitled to consideration in connection with the fixing of rates for a subsequent movement, why should there be any limitation upon the direction of the new movement? The carrier should be ready to apply half rates to the second shipment whether or not it is in the direction of first movement.

**In re Refrigeration Charges on Fruits and Vegetables From Colorado to Kansas, 29 I. C. C., 653.**

**In re Regulations & Practices With Regard to Precooling & Preicing, 23 I. C. C., 267.**

**In re Request for Suspension of Reduced Rates on Packing House Products & Fresh Meats From Fort Worth, Tex., to Mississippi River Crossings & Points East Thereof, 21 I. C. C., 68.**

*Cited:* Board of Trade of Chicago v. I. C. R. R. Co., 26 I. C. C., 552.

The Commission has power to suspend reductions in rates where the effect of such suspension will prevent an obvious or apparent unjust discrimination, and a prima facie case clearly and affirmatively persuasive is presented to justify the exercise of that power.

**In re Restricted Rates, 20 I. C. C., 426.**

By their tariffs certain railroads provided a certain rate on coal when for railroad use, which rate was considerably lower than the rate on commercial coal. Carriers ordered to cease and desist from maintaining such tariffs or any tariffs which contain rates applicable only upon shipments for particular consignees or when the commodity is for a particular use, or any tariffs which contain rates which are restricted to the use of certain shippers and which are not open to all shippers alike.

Baltimore & Ohio R. R. Co. v. United States.

Not reported. May 29, 1911.

Commerce Court No. 39.

Enforcement of Commission's order temporarily enjoined.

Interstate Commerce Commission v. Baltimore & Ohio R. R. Co.

225 U. S. 326. June 7, 1912. McKenna, J.

Commission's order held to be valid in all respects. The court, however, recognized the right of the Commerce Court to grant a temporary injunction in a proper case.

**In re St. Paul and Puget Sound Accounts, 29 I. C. C., 508.****In re Salt Rates to Louisiana Points (U. R. A-614), 30 I. C. C., 725.****In re Separation of Operating Expenses, 30 I. C. C., 676.****In re Southern Ry. Co., 25 I. C. C., 407.****In re Store Door Delivery in Washington, D. C., 27 I. C. C., 347.**

*Cited:* Merchants' & Mnfrs.' Asso. v. B. & O. R. R. Co., 30 I. C. C., 389.

The withdrawal of the store door deliveries at Baltimore was due to decision in cited case which based findings on discrimination in maintaining such a service at Baltimore and abandoning it at Washington. D. C.

*Cited:* Chamber of Commerce, Washington, D. C., v. B. & O. R. R. Co., 30 I. C. C., 447.

*Cited:* Judd & Detweiler v. B. & O. R. R. Co., 30 I. C. C., 456.

History of the store-door delivery is detailed in cited case.

**In re Short Lines of Railroads Serving Industries, 29 I. C. C., 212.**

See Industrial Railways Case.

**In re Substitution of Tonnage, 24 I. C. C., 340.**

*Cited:* Memphis Grain & Hay Asso. v. St. L. & S. F. R. R. Co., 24 I. C. C., 613.

The rules in effect at Memphis are reasonably strict and the practices under them free from serious objection under the law.

*Cited:* In re Substitution of Tonnage, 25 I. C. C., 130.  
Supplemental report announcing more definite conclusions.

*Cited:* Investigation and Suspension Docket 150, 25 I. C. C., 665, 666.  
The cited case not involved in present issue and findings there do not require withdrawing of transit privileges in connection with importation of manganese ore.

*Cited:* Michigan Cereal Co. v. P. M. R. R. Co., 26 I. C. C., 322.  
The tendency of the western roads since the decision in cited case is to restrict rather than extend transit privileges.

*Quoted:* Fabrication-in-Transit, 29 I. C. C., 76.  
Transit privileges were well established as a transportation condition before the existence of the Commission, and in the earlier cases, before the Commission had jurisdiction over transit matter, its approval of the matter was not given. But now its power to supervise the practices is as obligatory as any other and the condition has become finally fixed.

**In re Substitution of Tonnage, 26 I. C. C., 204.**

*Followed:* Southwestern Millers' League v. A., T. & S. F. Ry. Co., 26 I. C. C., 599.

The view heretofore expressed in present case must be modified in accordance with findings in cited case withdrawing the requirement of a minimum of 10,000 pounds.

*Quoted:* Fabrication-in-Transit, 29 I. C. C., 85.  
Entire subject of transit on all commodities was considered in cited case. And it was made to appear that the carriers could lawfully publish tariffs specifically permitting substitutions in so many words, and that in the absence of unjust discrimination or unreasonableness, no harm is done any one.

**In re Substitution of Tonnage, 25 I. C. C., 130.**

**In re Substitution of Tonnage at Transit Points, 18 I. C. C., 280.**

See also Substitution of Tonnage at Transit Points.

*Reaffirmed:* So. Cotton Oil Co. v. A. C. L. R. R. Co., 19 I. C. C., 436.  
The present shipments moved prior to finding in substitution case and will be considered in light of regulations and practices then in vogue.

*Reaffirmed:* In re Transportation of Wool, Hides and Pelts, 23 I. C. C., 174.

The Commission under the amendment of 1906, has jurisdiction over transit privileges, and where facts show that the privilege is required the carrier will be ordered to establish same. The carrier may charge a reasonable compensation for the granting of this privilege, but no such charge should be made where there is no reduction in rates.

*Cited:* Colonial Salt Co. v. M., I. & I. Line, 23 I. C. C., 365.

Gross irregularities and violations of law were disclosed in connection with the salt traffic of certain companies in cited case.

*Quoted:* Red River Oil Co. v. T. & P. Ry. Co., 23 I. C. C., 444.

The situation at Memphis with respect to transit on cotton explained. The rates for the transportation of cotton to that city are higher than net rates, a refund being given upon proof of shipment of a like weight of cotton via the line of the same carrier. The practice condemned and carrier required to put in net rates.

*Cited:* May Bros. v. Y. & M. V. R. R. Co., 26 I. C. C., 324.

Lumber substitution at Memphis prior to cited case described.

**In re Suspension of Certain Demurrage Schedules, 19 I. C. C., 496.**

**In re Switching at Arcade, N. Y., 30 I. C. C., 501.**

**In re Switching at Baltimore, Md., 30 I. C. C., 581.**

**In re Switching Charges at Sheffield, Minn., 26 I. C. C., 475.**

**In re Telephone Connection at Fort Meyer, Va. (5412), 27 I. C. C., 705.**

**In re Through Passenger Routes via Portland, Ore., 16 I. C. C., 300.**

Carriers ordered to establish a through route and joint rate for passengers and baggage from Seattle, Wash., to various destinations via Portland, Ore., on the ground that an existing through route is not "reasonable and satisfactory."

**Northern Pacific Ry. Co. v. Interstate Commerce Commission.**

Not reported. June 5, 1909. (See 23d Ann. Rep., 37.)

C. C. D. Minn.

Enforcement of Commission's order temporarily restrained on the ground that the Commission had no authority to make the order.

**Interstate Commerce Commission v. Northern Pacific Ry. Co.**

216 U. S. 538. March 7, 1910. Holmes, J.

Commission's order held invalid on the ground that a satisfactory through route already existed. It was held that the existence of a sat-



isfactory through route precludes the Commission from establishing another.

**In-Transit, Milling, Rates, In re, 17 I. C. C., 113.**

See Milling in Transit Rates.

**In re Transportation by the Chesapeake & Ohio Ry. Co. et al, 21 I. C. C., 207.**

**In re Transportation of Company Material, 22 I. C. C., 439.**

*Cited:* Am. Brake Shoe & Foundry Co. v. A. G. S. R. R. Co., 26 I. C. C., 448.

A carrier, or person or corporation operating a railroad or other transportation line, may not, as a shipper over the lines of another carrier, be given any preference in the application of tariff rates on interstate shipments where stock in one carrier company is owned by another carrier company, but both maintain separate organizations and report separately to the Commission, they may not lawfully carry property free for each other.

**In re Transportation of Sugar by Louisiana Ry. & Nav. Co., 22 I. C. C., 558.**

*Cited:* Investigation and Suspension Docket No. 65, 23 I. C. C., 410.

*Cited:* Red River Oil Co. v. T. & P. Ry. Co., 23 I. C. C., 440.

*Cited:* In re Wharfage Charges of the Galveston Wharf Co., 23 I. C. C., 548.

The inland intrastate movement from New Orleans to Gramercy, La., of sugar imported from Cuba is subject to the federal act.

*Cited:* Du Pont de Nemours Powder Co. v. P. R. R. Co., 27 I. C. C., 62.

The jurisdiction of the Commission under the language of section 1 of the act to the transportation of property "shipped from a foreign country to any place in the United States" when carried to such place from a port of entry.

**In re Transportation of Wools, Hides & Pelts From Various Western Points of Origin to Eastern Destinations, 23 I. C. C., 151.**

See In re Wool, Hides and Pelts.

*Cited:* National Mohair Growers' Asso. v. A., T. & S. F. Ry. Co., 23 I. C. C., 180.

*Cited:* National Mohair Asso. v. A., T. & S. F. Ry. Co., 25 I. C. C., 679.

Rates applying to wool established in cited case from western territory to eastern destinations should not be exceeded for like transportation of mohair.

*Cited:* *Trangott Schmidt & Sons v. M. C. R. R. Co.*, 23 I. C. C., 685.  
The cited case did not involve rates east of the Mississippi River.  
This case brought to bring those rates in issue.

*Cited:* *Transit Case*, 24 I. C. C., 343.

*Cited:* *Central Commercial Co. v. L. & N. R. R. Co.*, 27 I. C. C., 115.

It is impossible to compare the 15th section of the act as it stood prior to the amendment of 1906 with the same section today without reaching the conclusion that it was the intention of the Congress to invest the Commission with full authority over interstate rates and all regulations or practices entering into those rates and determining their value and availability to individuals and communities.

*Cited:* *Spiegle v. S. Ry. Co.*, 25 I. C. C., 73.

*Cited:* *Fabrication-in-Transit Charges*, 29 I. C. C., 79.

Transit in its various forms is a regulation or practice affecting the rate over which the Commission has jurisdiction.

*Cited and adhered to:* *In re Wool, Hides and Pelts*, 25 I. C. C., 186.

*Cited:* *Massachusetts-Maine Wool Rates*, 28 I. C. C., 397.

Minimum of 24,000 pounds at 4th class rate on wool.

*Cited:* *In re Wool, Hides and Pelts*, 25 I. C. C., 676.  
Reparation.

*Cited:* *Waukesha Lime & Stone Co. v. C., M. & St. P. Ry. Co.*, 26 I. C. C., 518.

Group rates are not infrequently the most just and promote in the highest degree healthy competition.

*Quoted:* *Mo. River-Illinois Wheat and Flour Rates*, 27 I. C. C., 291.

"It is patent that the ability of St. Louis and Chicago to handle this wool upon what is equivalent to the through rates, while Omaha and Detroit can not do so, results not from any natural advantage possessed by these favored communities, but solely from the artificial circumstance that the tariff of these carriers are so constructed as to break at these points."

*Quoted:* *Fabrication-in-Transit Charges*, 29 I. C. C., 76.

"Transit in many cases is beneficial in its application. When it can be applied without discrimination it results in the diffusion of business in giving to rival communities the relative advantages to which they are entitled. \* \* \* This Commission has never held that transit was to be condemned in so far as it was beneficial and could properly be applied."

*Quoted:* Crowds Bros. v. A., T. & S. F. Ry. Co., 29 I. C. C., 451.

"The investigation embraced hides and pelts as well as wool, but the record with respect to these two commodities is not sufficiently full to enable us to intelligently dispose at this time of the questions arising in reference thereto."

*Cited:* Lumber Rates, Oregon and Washington to Eastern Points, 29 I. C. C., 611.

The wool rates were formerly made on the coast combination, using the third-class rate from the point of origin to the coast plus the terminal rate of \$1, which is blanketed as to destinations from Colorado to the Atlantic seaboard.

*Cited:* Wichita Business Asso. v. A., T. & S. F. Ry. Co., 30 I. C. C., 52.

Through carload rates may not be based on a combination of intermediate rates, one factor of which was an any-quantity rate made with reference, and applicable to conditions of transportation substantially dissimilar to those characterizing the through movement.

**In re Warehousing at Baltimore**, 23 I. C. C., 709.

**In re Weighing of Freight by Carriers Subject to the Act**, 28 I. C. C., 7.

See *In re Weighing of Freight by Carriers Subject to the Act*.

**In re Weighing of Freight by Carriers Subject to the Act**, 28 I. C. C., 7.

*Followed:* Am. Brake Shoe & Foundry Co. v. Ry. Co., 28 I. C. C., 353.

It is the right of a shipper to demand a reweighing of his car and if upon such reweighing it appeared that the weight as ascertained by the carrier was so far erroneous that it ought, within a fair measure of tolerance, to be corrected, no charge should be made by the railroad for the reweighing. This extended in present case to apply to switching movement to private scales where shipper does the reweighing.

**In re Western Classification No. 51**, 25 I. C. C., 442.

*Quoted:* Marshall Oil Co. v. C. & N.-W. Ry. Co., 26 I. C. C., 576.

The liberalization of mixtures is in the interest of the whole public. Artificial restrictions upon mixtures are restrictions upon the freedom of trade and commerce, with a tendency to militate against the small man. From the point of view of railway operation, mixtures result in a better utilization of car space, they lessen the demands upon terminal properties, they decrease the expense of operation and facilitate the movement of freight.

*Cited:* Kellogg Food Co. v. G. T. Ry. Co., 26 I. C. C., 613.

*Cited:* Rates on Fruits and Vegetables, 30 I. C. C., 61.

Factors to be considered in classification.

*Cited:* Protection of Potato Shipments in Winter, 26 I. C. C., 682.  
Classification provisions in regard to heated cars.

*Followed:* Sea Gull Specialty Co. v. Baltimore S. P. Co., 27 I. C. C., 273.

Duty on carrier to call shipper's attention to existence of two rates applicable where the invoice value is released, extended to requiring carrier to inform shipper when their containers do not comply with specifications laid down in the classification rules.

*Quoted:* John Taylor Dry Goods Co. v. M. P. Ry. Co., 28 I. C. C., 207.

"The conclusion in which argumentative considerations relating to this question reach a point of equilibrium appears to be this: that a carload rating should be established for a commodity when that commodity can be offered for shipment in carload quantities, unless public interests or other valid considerations require the contrary."

*Quoted:* Schmidt & Peters v. A., T. & S. F. Ry. Co., 28 I. C. C., 378.

"Assuming a proper relation between carload and less-than-carload rates, the establishment of carload ratings whenever carload quantities are offered, will, we believe, meet the needs of new and growing lines of industries without discrimination."

*Followed:* Klauer Mfg. Co. v. A., T. & S. F. Ry. Co., 28 I. C. C., 510.  
The carload rating on culverts considered in cited case.

*Cited:* Minneapolis Brewing Co. v. A., T. & S. F. Ry. Co., 28 I. C. C., 689.

Minimum charge on return of empty beer packages.

*Cited:* Rates on Tomatoes from Jacksonville to Kansas City, 29 I. C. C., 523.

A change in the rating of tomatoes from Class C (minimum 24,000 pounds) to fifth class (minimum 20,000 pounds) in western classification was allowed provisionally in cited case.

**In re Wharfage Charges at Galveston, Tex., 26 I. C. C., 695.**

**In re Wharfage Charges of the Galveston Wharf Co. at Galveston, 23 I. C. C., 535.**

*Cited:* In re Wharfage Charges of the Galveston Wharf Co. at Galveston, 26 I. C. C., 695.

Supplemental report in which it is found that the services rendered and facilities furnished by the Texas City Terminal Company at the port of Texas City, Tex., are substantially greater than services and facilities furnished by the Galveston Wharf Company at the port of Galveston.

*Cited:* Port Arthur Board of Trade v. A. & S. Ry. Co., 27 I. C. C., 392.

The situation at the port of Texas City and devices to which interests there resorted in order to divert a portion of the tonnage through that port described in cited case.

*Cited:* Aransas Pass Channel & Dock Co. v. G., H. & S. A. Ry. Co., 27 I. C. C., 412.

The advantages of Galveston both naturally and geographically discussed in cited case.

**In re Wharfage Facilities at Pensacola, Fla., 27 I. C. C., 252.**

**In re Wool, Hides & Pelt Rates, 25 I. C. C., 185, 675.**

See also National Wool Growers' Asso. v. O. S. L. R. R. Co., and In re Transportation of Wool, etc.

*Followed:* National Mohair Growers' Asso. v. A., T. & S. F. Ry. Co., 25 I. C. C., 679.

Reparation on shipments of mohair.

*Cited:* New Pittsburgh Coal Co. v. H. V. Ry. Co., 26 I. C. C., 125.

A rate may be reasonable at one period of its existence and because of changed conditions and circumstances become unreasonable at a later period.

*Followed:* Investigation of Alleged Unreasonable Rates on Meats, 28 I. C. C., 332.

*Followed:* Crowdus Bros. v. A., T. & S. F. Ry. Co., 29 I. C. C., 456.  
Reparation awarded.

*Cited:* Massachusetts-Maine Wool Rates, 28 I. C. C., 397.

Carload rate on scoured wool fixed in cited case at substantially equivalent to second class with a minimum of 10,000 pounds, it appearing that uncompressed this wool will load no heavier.

*Cited:* Lumber Rates, Oregon and Washington to Eastern Points, 29 I. C. C., 611.

The rate fixed on wool in cited case was made by using the fourth-class rate to the coast instead of the third-class rate formerly used, plus the terminal rate of \$1, which is blanketed as to destinations from Colorado to the Atlantic seaboard.

**In re Wrapping Paper Rates From East Moss Point, Miss. (U. R. A-546), 29 I. C. C., 736.**

**In the Matter of Alleged Excessive Freight Rates and Charges on Food Products, 4 I. C. C., 48, 116.**

*Cited:* R. R. Com. of Fla. v. Sav., Fla. & W. Ry. Co., 5 I. C. C., 40.

The fact that the rates immediately preceding the advance had for the most part continued in force for about four years, unless a satisfactory explanation is made of the long acquiescence of the carriers therein raises a presumption that they were reasonable, at least, so far as the carriers are concerned.

*Cited:* Chas. P. Perry v. Fla. Cen. & Penins. R. R. Co., 5 I. C. C., 111.

The Commission will fix what it deems a reasonable rate or a reasonable maximum.

**In the Matter of Alleged Unlawful Charges for the Transportation of Coal by the Louisville & Nashville R. R. Co., 5 I. C. C., 466.**

Carriers ordered to reduce to a specified amount the rate on coal to Nashville, Tenn., on the ground that the existing rate is unreasonable and unjustly discriminatory as compared with the rate to Memphis, Tenn. Carriers further ordered to discontinue the practice of charging different rates on coal during different seasons of the year, on the ground that this constitutes an unjust discrimination. Carriers further ordered to discontinue a special rate on coal when used for manufacturing purposes, on the ground that this constituted an unjust discrimination.

*Interstate Commerce Commission v. Louisville & Nashville R. R. Co.*

73 Fed. 409. April 17, 1896.

C. C., M. D. Tenn. Clark, J.

Commission's order held to be invalid on the grounds (1) that the Commission is without power to fix rates and especially to make a rate to one point bear a definite relation to a rate to another point; (2) that a carrier has the right to charge different rates at different seasons of the year; and (3) that the facts do not show a violation of sections 2 and 3 of the act.

*Interstate Commerce Commission v. Louisville & Nashville R. R. Co.*

Not reported.

C. C. A. 6th Cir.

Appeal by Commission abandoned for the reason that the Supreme Court had decided, in the meantime, that the Commission is without power to fix rates. (Senate hearings, Committee on Interstate Commerce, 1904-1905, vol. 5, p. 313.)

**In the Matter of Allowances to Elevators by the Union Pacific R. R. Co., 12 I. C. C., 85.**

See Allowances to Elevators by U. P. R. R. Co.

**In the Matter of the Application of F. W. Clark, Gen. Freight & Passenger Agt. of Seaboard Air Line, 3 I. C. C., 649.**

**In the Matter of the Application of Petitioner for Subpoenas duces tecum,** 3 I. C. C., 186.

**In the Matter of the Carriage of Persons Free of at Reduced Rates by the Boston & Maine R. R. Co.,** 5 I. C. C., 69.

*Quoted and followed:* Wm. H. Harvey v. L. & N. R. R. Co., 5 I. C. C., 154.

The construction put on section 2 and the exceptions provided in section 22.

**In the Matter of Car Shortage and Other Insufficient Transportation Facilities,** 12 I. C. C., 561.

See Car Shortage & Other Insufficient Trans. Facilities.

*Cited:* Peah, Peacock & Kerr v. C. R. R. Co. of N. J., 18 I. C. C., 27.  
The necessity for demurrage rules.

**In the Matter of Consolidations and Combinations of Carriers, Relations Between Such Carriers, and Community Interests Therein, Their Rates, Facilities and Practices,** 12 I. C. C., 277.

Edward H. Harriman and another witness declined to answer certain questions during an investigation by the Commission into the matter of the consolidation of certain railroads, including the acquisition and control of the Southern Pacific Co. by the Union Pacific Co.

Interstate Commerce Commission v. Harriman.

157 Fed. 432. January 15, 1908.

C. C. S. D. N. Y. Hough, J.

Some of the questions were held proper, and the witnesses were directed to answer same. Other questions were held improper, and the witnesses were not directed to answer them.

Harriman v. Interstate Commerce Commission.

Kahn v. Interstate Commerce Commission.

Interstate Commerce Commission v. Harriman.

211 U. S. 407. December 14, 1908.

(See 22d Ann. Rep., 17.) Holmes, J.

Held, that the Commission has no authority to inquire into the matters concerning which the questions were asked, that the questions were therefore improper, and that the witnesses should not be required to answer any of the questions which they had declined to answer.

**In the Matter of the Free Transportation of Newspaper Employees on Special Newspaper Trains,** 12 I. C. C., 15.

**In the Matter of Issuance of Passes to Bondsmen by the Missouri, Kansas & Texas Ry. Co. (1185), 12 I. C. C., 588.**

**In the Matter of Joint Water & Rail Lines, 2 I. C. C., 645.**

*Cited:* N. O. Cot. Ex. v. Ill. Cen. R. Co., 3 I. C. C., 562.

The Commission has no authority to compel railroads to enter into joint arrangements with other carriers, by rail or by water, for through carriage at through rates.

**In the Matter of Jurisdiction Over Water Carriers, 15 I. C. C., 205.**

**In the Matter of Passenger Tariffs, 2 I. C. C., 649.**

*Quoted:* Pitts., Cin. & St. L. Ry. Co. v. B. & O. R. Co., 3 I. C. C., 470.

The practice is vicious in conception (i. e., issuing party tickets) and demoralizing in effect; it necessarily works a discrimination against the single passenger who purchases his ticket at the regular ticket office and in favor of the customer of the broker.

*Quoted:* Weber Club & Inter M't. Fair Asso. v. O. S. L. R. R. Co., 17 I. C. C., 215.

*Quoted:* Commutation Rate Case, 21 I. C. C., 433.

The 22nd section of Act was changed, the word "prevent" being substituted for "apply" so that it now reads "that nothing in this Act shall prevent the issuance of mileage, excursion, or commutation tickets." These tickets must be offered impartially to all who accept the conditions on which they are issued, and the rates must be published as is required in the case of other tickets.

**In the Matter of R. R.-Telegraph Contracts, 12 I. C. C., 10.**

*Cited:* In re Contracts for Free Transportation, 16 I. C. C., 250.

A telegraph line held to be a necessity for railroad operation. A carrier may provide this facility by contract and as a part of such contract may agree to transport free of charge men and materials needed to provide and keep such telegraph line in repair.

**In the Matter of the Right of R. R. Companies to Exchange Free Transportation with Local Transfer and Baggage Ex. Companies, 12 I. C. C., 39.**

*Cited:* Anacostia Citizens Asso. v. B. & O. R. R. Co., 25 I. C. C., 414.

The transfer company, while a common carrier, is not a carrier by railroad and is not subject to the act to regulate commerce, and the Commission can therefore issue no order against it.

**In the Matter of the Tariffs and Classifications of the Atlanta and West Point R. R. Co., 3 I. C. C., 19.**



*Cited:* Hamilton & Brown v. Rome & Col. R. Co., 4 I. C. C., 691.  
Rate-making by adding locals to established rate to "basing point."

**In the Matter of Through Routes and Through Rates, 12 I. C. C., 163.**

See also Through Routes and Through Rates.

*Qualified:* Cosmopolitan Shipping Co. v. Hamb.-Amer. Packet Co., 13 I. C. C., 271.

It has been held that by giving or recognizing a through bill of lading upon interstate traffic and other acts and practices a railroad laying wholly within a state becomes an interstate carrier amendable to Federal control.

*Followed:* In re Milling-in-Transit Rates, 17 I. C. C., 113.

Whenever by any transit arrangement through rates are applied, such through rates must be as of the date of the first movement of the shipment from the point of origin under such through rates.

*Cited:* So. Cotton Oil Co. v. A. C. L. R. R. Co., 19 I. C. C., 435.

*Cited:* Fish & Co. v. N. Y. C. & St. L. R. R. Co., 19 I. C. C., 453.

Where no joint through rate is in effect the combination of separately established rates via the route of movement constitutes the through rate and such through rate is as binding, definite and absolute as any joint through rate.

*Quoted:* Swift & Co. v. P. R. R. Co., 29 I. C. C., 466.

"Therefore it is settled that, whatever other facts or incidents of a shipment may serve to prove the existence of a through route, a through bill of lading is, as to carriers recognizing it, conclusive evidence of the existence of such through route."

**In the Matter of the Transportation of Land and Immigration Agents, 12 I. C. C., 7.**

**Interior Iowa Cities Case, 29 I. C. C., 536.**

**Inter-Mountain Auto Co. v. L. S. & M. S. Ry. Co. (U. R. A-466), 29 I. C. C., 726.**

**International & Great Northern R. R. Co., Board of Trade of Laredo, Tex. v., 22 I. C. C., 28.**

**International & Great Northern Ry. Co., Browne Grain Co. v., 26 I. C. C., 714.**

**International & Great Northern R. R. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.**

See Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

**International & Great Northern Ry. Co., Caudle v. (6426), 30 I. C. C., 714.**

**International & Great Northern Ry. Co., Chamber of Commerce of Beaumont v. (4915), 29 I. C. C., 710.**

**International & Great Northern R. R. Co., Commercial Club of Omaha v., 6 I. C. C., 647.**

See Commercial Club of Omaha v. Chicago, Rock Island & Pacific Ry. Co.

**International & Great Northern R. R. Co., Johnston-Larimer Dry Goods Co. v., 6 I. C. C., 568.**

**International & Great Northern R. R. Co., Kauffman Milling Co. v., 4 I. C. C., 417.**

See Kauffman Milling Co. v. Missouri Pac. Ry. Co.

**International & Great Northern R. R. Co., Mayor and City Council of Wichita, Kans., v., 9 I. C. C., 534.**

See Mayor and City Council of Wichita, Kans., v. A., T. & S. F. Ry. Co.

**International & Great Western R. R. Co., Mayor and City Council of Wichita, Kans., v., 9 I. C. C., 569.**

**International & Great Northern R. R. Co., Mutual Rice Trade & Development Asso. of Houston v., 23 I. C. C., 219.**

See Mutual Rice Trade & Development Asso. of Houston v. I. & G. N. R. R. Co.

**International & Great Northern R. R. Co., Rice, George, v., 4 I. C. C., 228.**

See Rice v. A., T. & S. F. Ry. Co.

**International & Great Northern R. R. Co. et al., Signor, Geo. W. Tie Co., Ltd., v., 21 I. C. C., 615.**

See Signor Tie Co., Ltd., v. I. & G. N. R. R. Co.

**International & G. N. R. Co., West Co. v. (U. R. A-317), 28 I. C. C., 730.**

**International Agricultural Corporation v. L. & N. R. Co., 22 I. C. C., 488.**

*Quoted:* Meridian Fertilizer Factory v. L. & N. R. R. Co., 30 I. C. C., 497.

"The value of sulphuric acid at Copperhill is about the same as the value of phosphate rock in Tennessee or in Florida at the mine, and there is no apparent reason why substantially the same rate of transportation ought not to be applied. The loading of sulphuric acid is heavier than that of the rock, but, upon the other hand, the tank car always returns empty, while the box car in which the phosphate rock is transported may and perhaps usually does, take a return load."

**International Agricultural Corporation v. L. & N. R. R. Co.**, 29 I. C. C., 391.

**International Creosoting & Constructing Co. v. N. O., T. & M. R. Co.**, 23 I. C. C., 715.

**International Harvester Co. of America v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 17 I. C. C., 620.

**International Harvester Co. of America v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 222.

**International Harvester Co. of America v. Chicago, Milwaukee & St. Paul Ry. Co.**, 18 I. C. C., 625.

**International Purchasing Co. v. New Orleans & Northeastern R. R. Co. et al.**, 21 I. C. C., 672.

**International Ry. Co., Long & Co. v.**, 14 I. C. C., 116.

**International Salt Co. of Illinois v. Genesee & Wyoming R. R. Co. et al.**, 20 I. C. C., 530.

*Cited:* **International Salt Co. v. P. R. R. Co.**, 20 I. C. C., 540.

Salt rates to Chicago as compared with Detroit. A raising of the Chicago inbound rate would have diverted considerable of the traffic to the lakes.

*Followed:* **Swift & Co. v. P. R. R. Co.**, 29 I. C. C., 465, 466.

Competitive conditions that do not exist at intermediate points influence the 10-cent rate on salt to Chicago from New York producing points and the carriers not required to scale back this rate under the percentage system, but the proper basis is the regular 14-cent rate.

**International Salt Co. of Illinois v. Pennsylvania R. R. Co. et al.**, 20 I. C. C., 539.

Commission denied reparation to complainant on the ground that complainant had not shown itself to have been damaged.  
**International Salt Co. of Illinois v. United States.**

Not reported. June 29, 1912.

Commerce Court No. 66.

Following *Procter & Gamble v. U. S.* (225 U. S., 282) to the effect that a denial of relief by the Commission is not an order of which the Commerce Court has jurisdiction, case dismissed for want of jurisdiction.

*Cited*: *Com. Club of Omaha v. A. & S. R. Ry. Co.*, 27 I. C. C., 316.

*Followed*: *Swift & Co. v. P. R. R. Co.*, 29 I. C. C., 468.

Where all of the producers in the salt field in question were and are reaching the particular market on an equal basis, there is that element of discrimination or damage arising out of discrimination, lacking. Before any shipper can recover reparation under the act, he must show not merely the wrong of the carrier, but that that wrong has in fact operated to his injury.

*Cited*: *Gottron Bros. Co. v. G. & W. R. R. Co.*, 28 I. C. C., 39, 46.

Salt in carloads takes sixth-class rate under official classification or 25 cents per 100 pounds from New York to Chicago. The general commodity rate, however, is 20 cents. From Retsof, Syracuse, Cuylerville and other salt-producing points in that vicinity the sixth-class rate to Chicago is 18 cents and the commodity rate 14 cents. The commodity rate in each instance being 80 per cent. of sixth-class. These commodity rates are all scaled to percentage basis destinations. The special rate of 10 cents on bulk salt is, however, not so scaled, and hence complaint falls in present case.

**Interstate Commerce Commission, Second Annual Report of the, 2 I. C. C., 398.**

**Interstate Commerce Commission, Third Annual Report of, 3 I. C. C., 289.**

**Interstate Grain Co. v. C. & B. W. R. Co., 22 I. C. C., 34.**

**Interstate Iron & Steel Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 15 I. C. C., 277.**

**Interstate Remedy Co. v. American Express Co., 16 I. C. C., 436.**

*Cited*: *Crescent Coal & Mining Co. v. C. & E. I. R. R. Co.*, 24 I. C. C., 156.

Innocent third parties have a right to assume that a road is what it purports to be and that defendant's published tariffs are lawful. Such third party is not concerned as to legality of a published charge or the legality of a common carrier or published billing station.

*Cited*: *The Transit Case*, 25 I. C. C., 134.

In case a privilege had been enjoyed prior to the date of the order, a tariff canceling such privilege does not affect tonnage that began to move prior to the cancellation, but such tonnage is subject to the policing requirements.

**Investigation and Suspension of Certain Demurrage Schedules, In re, 19 I. C. C., 996.**

**Investigation Into the Facts Concerning the St. Louis & San Francisco R. R. Co. and the Chicago & Eastern Illinois R. R. Co., 29 I. C. C., 139.**

**Iola Fruit Co. v. Mo. Pacific Ry. Co. (1463), 14 I. C. C., 637.**

**Iola Portland Cement Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 606.**

**Iola Portland Cement Co. v. Missouri, Kansas & Texas Ry. Co., 17 I. C. C., 617.**

**Iola Portland Cement Co. v. Missouri, Kansas & Texas Ry. Co. et al., 20 I. C. C., 91.**

**Iola Portland Cement Co. v. Missouri, Kansas & Texas Ry. Co. et al., 21 I. C. C., 681.**

**Iola Portland Cement Co. v. M. P. R. Co. (5152), 27 I. C. C., 704.**

**Ionia Wagon Co. v. Alabama Great Southern Ry. Co. et al., 19 I. C. C., 458.**

**Ionia Wagon Co. v. Alabama Great Southern Ry. Co. et al., 19 I. C. C., 458.**

*Cited and quoted:* Eastern Wheel Mnfrs.' Asso. v. A. & V. Ry. Co., 27 I. C. C., 380.

Rate of 28 cents from Fort Wayne, and 23 cents from Chattanooga to Cincinnati upon spokes found unreasonable and rates fixed at 3 cents differential over hardwood lumber rate contemporaneously in effect.

**Iowa Barb Steel Wire Co., 1 C. C. C., 17.**

*Cited:* The Penn. Co. v. Lou., N. A. & Chi. Ry. Co., 3 I. C. C., 224.  
The Commission does not give opinion on abstract questions.

**Iowa Board of R. R. Comrs. v. A., T. & S. F. R. Co. (U. R. A-222), 27 I. C. C., 724.**

**Iowa Board of R. R. Commissioners v. Illinois Central R. R. Co. et al., 20 I. C. C., 181.**

See R. R. Comrs. of Iowa v. I. C. R. R. Co.

**Iowa Central Ry. Co., Chicago Live Stock Exchange v.,** 10 I. C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

**Iowa Central Ry. Co., Gustin, A. J. v.,** 8 I. C. C., 277.

See *Gustin v. A., T. & S. F. Ry. Co.*

**Iowa Central Ry. Co., Sheffield-King Milling Co. v. (U. R. A-630),** 30 I. C. C., 727.

**Iowa Grain Rates,** 28 I. C. C., 354.

**Iowa-Minnesota Cement Rates,** 28 I. C. C., 477.

**Iowa Northern Ry. Co., Kerper v. (5683),** 28 I. C. C., 716.

**Iowa Paint Manufacturing Co. v. Minneapolis & St. Louis R. R. Co. et al.,** 21 I. C. C., 477.

**Iowa R. R. Commissioners v. C., R. I. & P. Ry. Co.,** 29 I. C. C., 396.

**Iowa Soap Co. v. Chicago, Burlington & Quincy R. R. Co. et al.,** 16 I. C. C., 444.

**Iowa State Board of R. R. Com'rs v. Arizona Eastern R. R. Co.,** 28 I. C. C., 193, 563.

*Reaffirmed:* *Iowa State Board of R. R. Comrs. v. Arizona and Eastern R. R. Co.,* 28 I. C. C., 564.

The division of the State of Iowa into five zones for purpose of stating rates between interior Iowa points and Colorado and Utah common points.

**Iowa, State of, v. Atchison, Topeka & Santa Fe Ry. Co.,** 28 I. C. C., 47.

**Iowa, State of, v. A., T. & S. F. Ry. Co.,** 29 I. C. C., 530.

**Iowa, State of, v. A. C. L. R. Co.,** 24 I. C. C., 134.

See *State of Iowa v. A. C. L. R. R. Co.*

**Iowa, State of, v. C., St. P., M. & O. Ry. Co.,** 28 I. C. C., 64.

See *In re Interior Iowa Cities Case.*

**Iowa, State of, v. C., St. P., M. & O. Ry. Co.,** 29 I. C. C., 536, 539.

**Iowa, State of, v. N. Y. C. & H. R. R. R. Co.,** 28 I. C. C., 64.

See *Interior Iowa Cities Case.*

- Iowa, State of, v. N. Y. C. & H. R. R. R. Co., 29 I. C. C., 536.
- Ireland & Rollings B. v. St. L. & S. E. R. Co., 22 I. C. C., 590.
- Iron and Steel Articles, 30 I. C. C., 337.
- Iron & Steel Window Frames & Sash, 28 I. C. C., 501.
- Irregularities in the Weighing of Freight, 28 I. C. C., 7.
- Isbell, S. M. & Co. v. Ann Arbor R. R. Co. et al, 17 I. C. C., 614.
- Isbell, S. M. & Co. v. Lake Shore & Michigan Southern Ry. Co. et al, 19 I. C. C., 448.
- Isbell-Brown Co. v. B. M. R. Co., 24 I. C. C., 722.
- Isbell-Brown Co. v. Grand Trunk Western Ry. Co. et al, 19 I. C. C., 610.
- Isbell-Brown Co. v. Lake Shore & Michigan Southern Ry. Co. et al, 19 I. C. C., 611.
- Isbell-Brown Co. v. Lake Shore & Michigan Southern Ry. Co. et al, 19 I. C. C., 604.
- Isbell-Brown Co. v. Michigan Central R. R. Co., 15 I. C. C., 616.
- Isbell-Brown Co. v. M. C. R. R. Co. (U. R. A-425), 29 I. C. C., 720.
- Issuance & Use of Passes, Franks & Free Passenger Service, 29 I. C. C., 411.
- Issuance of Passes to Bondsmen by the Missouri, Kansas & Texas Ry. Co. (1185), 12 I. C. C., 588.
- Issuance, Sale & Exchange of Mileage Books, 28 I. C. C., 318.

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